



CITY OF INDIANOLA COUNCIL MEETING
March 2, 2020
6:00 p.m. or immediately following the Joint
City Council and Board of Trustees Meeting
City Council Chambers
Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public comment
5. Consent
 - A. Approval of agenda
 - B. **Page 4** February 18, 2020 Minutes.
 - C. Applications
 1. **Page 8** A renewal Class C liquor license, outdoor service and Sunday sales privileges for Cal's Fine Food and Spirits, located at 1501 N 1st St.
 - D. **Page 9** Resolution approving Brush Facility charges and fees.
 - E. **Page 14** Resolution approving and accepting easement agreements for the Quail Meadows 3 Lift Station Project.
 - F. **Page 32** **Banking Services**
 1. **Page 33** Resolution renewing the banking services contract with TruBank for an additional three years.
 2. **Page 36** Resolution approving Automated Clearing House (ACH) agreement with TruBank.
 - G. **Page 57** Resolution approving the purchase of a compact utility tractor in the amount of \$27,850.00 for the Parks Department and declaring current equipment as surplus.
 - H. **Page 60** Resolution approving the purchase of a 2017 John Deere 622G Motor Grader for the Streets Department in the amount of \$187,647.00.

- I. **Page 72** Prior and final approval on Urban Revitalization Designations.
- J. **Page 74** Resolution Approving Salaries.
- K. **Page 77** Claims on the computer printout for March 2, 2020.
- 6. **Page 86** Treasurer's Report — Doug Shull
- 7. Council Reports
- 8. Mayor's Report - Kelly B. Shaw
- A. Community Update
- 9. Public Consideration
- A. Old Business
 - 1. **Page 89** **Fiscal Year 21 Budget**
 - a. **Page 90** Public Hearing for Maximum Property Tax Dollars.
 - b. **Page 92** Resolution approving the Maximum Property Tax Dollars.
 - c. **Page 94** Resolution setting March 25, 2020 as the Public Hearing for the proposed Fiscal Year 21 Budget.
 - 2. **Page 96** **Iowa Avenue Paving Project**
 - a. **Page 99** Receive and file report of assessment district valuation committee on lot valuations for the East Iowa Avenue Paving Project.
 - b. **Page 102** Resolution adopting preliminary plat, schedule, estimate of cost, proposed plans and specifications for the East Iowa Avenue Paving Project.
 - c. **Page 175** Resolution fixing the value of the lots to be assessed for the East Iowa Avenue Paving Project.
 - d. **Page 178** Resolution adopting proposed resolution of necessity for the East Iowa Avenue Paving Project and setting March 25, 2020 as a Public Hearing for the purpose of hearing property owners subject to assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the District.
- B. New Business
 - 1. **Page 184** **Sign Exemption Requests**
 - a. **Page 185** Resolution setting March 25, 2020 as a Public Hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of the Sunfield Mobile Home Park, located at 800 East Iowa Avenue.

- b. **Page 189** Resolution setting March 25, 2020 as a Public Hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of Fellows and Blake, located at 700 East 2nd Avenue.

10. Other Business

- A. **Page 193** City Manager's Report — Ryan Waller.

- 1. **Page 194** Update on items discussed during the February 18 Council meeting.
- 2. **Page 195** Receive and file correspondence from February 14 and 21 weekly updates from City Manager, Ryan Waller.

11. Adjourn

Meeting Date: 03/02/2020

Subject

February 18, 2020 Minutes.

Information

Fiscal Impact

Attachments

February 18 Minutes

Regular Session – February 18, 2020

The City Council met in regular session at 6:00 p.m. on February 18, 2020, in the City Hall Council Chambers. City Clerk Andrew J. Lent called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Bob Kling, Gwen Schroder and Greg Marchant. Absent: Greta Southall and Mayor Kelly B. Shaw.

Parker was named Mayor Pro Tem on a motion by Marchant and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Whereas the motion was carried unanimously.

The meeting was opened for Public Comment; no comments were received.

Council Member Kling moved to approve the consent agenda and Marchant seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

The consent agenda was as follows:

- Approval of Agenda.
- January 4, 2020 Minutes.
- A renewal Class B Wine, Class C Beer and Class E Liquor License and Sunday Sales privileges for Casey's General Store located at 1006 W 2nd Ave.
- A renewal class C Liquor License for Deer Run Golf Course located at 2305 W 2nd Avenue.
- Final approval on application for Urban Revitalization Designation.
- Resolution 2020-39 concurring with the award from Iowa Department of Transportation for timing signal system timings update project to Sternquist Construction in the amount of \$257,606.85.
- Resolution 2020-40 adopting Council Policy folder.
- Receive and file BRAVO annual audit.
- Receive and file the Park and Recreation Annual Report.
- Receive and file Planning and Zoning Commission Annual Report.
- Resolution 2020-41 approving purchase of a Water Tender from Rosenbauer, South Dakota LLC for a total apparatus cost of \$262,018.
- Resolution 2020-42 approving a Construction Phase Service Agreement with HR Green for the Water Resource Recovery Facility project.
- Resolution 2020-43 approving the contract and bond for the Indianola Water Resource Recovery Facility.
- Resolution 2020-44 authorizing the City of Indianola to participate in wetland mitigation for the Water Resource Recovery Facility project.
- Street usage application from Simpson College for the 2020 Living the Dream; Ending the Isms March and Rally to be held on April 3, 2020 at 3:30 pm and use the N Buxton Street crossing at W Clinton, then crossing at W Boston Ave, W Ashland Ave, E Salem Ave, N Howard St, W Ashland and then N Buxton St to return to the Simpson Campus.
- Street closure request from the Indianola Mayor's Youth Council for Bike Fest 2020 to be held 10:00 am — noon on Saturday, June 6, 2020 on Buxton Street between Clinton and Boston plus the County Administration Building lawn and parking lots.
- Resolution 2020-45 authorizing emergency repairs to the Library HVAC system in the amount of \$11,285.00.
- Resolution 2020-46 Approving Salaries.
- Claims on the computer printout for February 18, 2020.

Council Member Bob Kling spoke about transparency on the City Council when it comes to Council votes. He also gave the Bravo report and Metro Advisory report. Bravo held a gala and has raised money in order to give out grants. Kling serves on the grant-making committee and noted that the DMMO received a \$216,000 grant from Bravo. The Metro Advisory board has been reviewing bills being discussed at the State House. Kling informed Council and staff which ones are favorable and unfavorable for municipalities.

Marchant moved and Kling seconded the approval of the re-nomination of Drew Braize to the Park and Recreation Commission. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

A motion was made by Marchant and seconded by Kling to appoint Shirley Clark to serve on the Indianola Municipal Utilities Board of Trustees for a term from February 18 to June 30, 2020. On roll call, the vote was AYES: None. NAYS: Hulen, Parker, Kling, Schroder and Marchant. Absent: Southall. Whereas the Mayor Pro Tem declared the motion failed.

A motion was made by Marchant and seconded by Kling to appoint Shirley Clark to serve on the Indianola Municipal Utilities Board of Trustees for a term from July 1, 2020 to June 30, 2026. On roll call, the vote was AYES: None. NAYS: Hulen, Parker, Kling, Schroder and Marchant. Absent: Southall. Whereas the Mayor Pro Tem declared the motion failed.

This being the time and place fixed for a public hearing on the matter of an ordinance amending the City Code of the City of Indianola, Iowa to change the terms of the Planning and Zoning Commission and Board of Adjustment, the Mayor Pro Tem called for any oral comments to the approval of the ordinance. Ryan Waller, City Manager, gave a review of the ordinance change. No other oral comments were offered, and the Deputy City Clerk reported that no written objections had been filed.

A motion was made by Marchant and seconded by Kling to approve the first consideration of an ordinance amending the City Code of the City of Indianola, Iowa to change the number of members and terms of the Planning and Zoning Commission and Board of Adjustment. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

The second and third considerations for the ordinance amending the City Code of the City of Indianola, Iowa to change the number of members and terms of the Planning and Zoning Commission and Board of Adjustment was waived on a motion by Marchant and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously. Parker noted that the considerations were waived in the interest of getting all boards and commissions to be on the same timeline so that new nominations could be made to these boards.

This being the time and place fixed for a public hearing on the matter of a request from the City of Indianola to rezone property located in that part of the Northwest Quarter of the Southeast Quarter, west of the railroad, except the North 100' and except Parcel E, in Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa from the R-3, Mixed-Residential Zoning District to the C-2 Highway Commercial Zoning District, the Mayor Pro Tem called for any oral comments to the approval of the ordinance. City Manager Waller explained where this is and why rezoning is necessary. No other oral comments were offered, and the Deputy City Clerk reported that no written objections had been filed.

Kling made a motion and Hulen seconded to approve the first consideration of a request from the City of Indianola to rezone property located in that part of the Northwest Quarter of the Southeast Quarter, west of the railroad, except the North 100' and except Parcel E, in Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa from the R-3, Mixed-Residential Zoning District to the C-2 Highway Commercial Zoning District. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

The second and third considerations for the request from the City of Indianola to rezone property located in that part of the Northwest Quarter of the Southeast Quarter, west of the railroad, except the North 100' and except Parcel E, in Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa from the R-3, Mixed-Residential Zoning District to the C-2 Highway Commercial Zoning District was waived on a motion by Marchant and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously. Parker noted that the considerations were waived because there were no objections in the hearing, no neighboring properties have raised concerns and so that work could start in a timely manner on the Quail Meadows 3 Lift Station project.

City Manager Ryan Waller asked the Council if they would like to move forward on the Council Rules and Procedures document and if they would like to begin holding ward meetings. Schroder, Kling and Hulen said they were in

favor of holding ward meetings. Marchant, Parker and Hulen noted they would like to see the rules and procedures document move forward. Marchant requested a few weeks to review the document before it comes to Council for approval. Waller also encouraged people to spread the word about the need for Census takers in our community.

Marchant moved and Schroder seconded to receive and file correspondence from January 31 and February 7, 2020, weekly updates provided by City Manager, Ryan Waller. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

At 6:32 pm, a motion was made by Marchant and seconded by Kling to enter into closed session pursuant to Iowa Code section 20.17(3) to discuss labor negotiations. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

At 7:00 pm, Marchant moved to go out of closed session and Kling seconded. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Kling moved to go into closed session at 7:01 pm in accordance with Iowa Code Section 21.5(1)(j) to discuss 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 and Marchant seconded. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Marchant moved to exit closed session at 7:17 pm and Kling seconded. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder and Marchant. NAYS: None. Absent: Southall. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Meeting adjourned on a motion by Kling and seconded by Marchant.

John Parker Jr., Mayor Pro Tem

Attest:

Andrew J. Lent, City Clerk

Meeting Date: 03/02/2020

Subject

A renewal Class C liquor license, outdoor service and Sunday sales privileges for Cal's Fine Food and Spirits, located at 1501 N 1st St.

Information

Council has approved a new liquor license for this address under the name of Z's Eatery and Draught House. As of the publication of this agenda, the sale between Cal's Fine Food and Spirits and Z's Eatery and Draught House has not been finalized. Staff has been told the closing should take place by March 2. However, if the closing takes longer, then Cal's will need their liquor license renewed by March 6. Staff is asking Council to consider approving a renewal of a liquor license for Cal's Fine Food & Spirits pending the close date to Z's Eatery and Draught House is changed. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/02/2020

Subject

Resolution approving Brush Facility charges and fees.

Information

City Council approved the City's annual cleanup dates from 2019-2023 at the January 22, 2019, City Council meeting. Council will need to consider approving the Brush Facility's operation dates and fees for 2020.

Fiscal Impact

Attachments

Resolution Approving Dates and Fees
Brush Facility Memorandum

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

RESOLUTION APPROVING BRUSH FACILITY DATES AND PRICING FOR 2020

WHEREAS, the Brush Facility is an important service the City of Indianola offers to residents; and

WHEREAS, the Brush Facility is open from April through mid-November yearly; and

WHEREAS, some dates are designated as free yard waste disposal days; and

WHEREAS, extended dates may be needed depending on the season; and

WHEREAS, the City of Indianola charges Brush Facility fees to residents for leaves, grass, trees, shrubs, and e-cycling disposed of in its facility; and

WHEREAS, pricing has not changed in four years; and

WHEREAS, the costs to operate the brush facility have increased.

BE IT THEREFORE RESOLVED, that the City Council of Indianola

- (1) Hereby approves the 2020 Brush Facility season to run from Saturday, April 4, 2020 to Sunday, November 22, 2020 with extended dates, if needed, to be December 3, 5, and 6; and
- (2) the dates for free yard waste disposal days are hereby approved, and
- (3) authorizes City staff to change prices at the Brush Facility as outlined in the attached memorandum.

Passed and adopted this 2nd day of March 2020.

Kelly B. Shaw
Mayor

ATTEST:

Andrew J. Lent
City Clerk/Finance Director

City of Indianola

Street Department
706 N 6 Street
Indianola, Iowa 50125



2020 Brush Facility season recommendation for dates and pricing

Open: Saturday, April 4, 2020

Close: Sunday, November 22, 2020

Hours of Operation

Thursday

***Closed on holidays**

Noon - 7:00 p.m.

Saturday

9 a.m. - 4 p.m.

Sunday

Noon - 4 p.m.

Recommendation for 2020 price changes for

Note: pricing has not changed in four years

2016 through 2019 prices			New 2020 prices recommendation		
Type	Leaves/Grass Fees	Trees/Shrubs Fees	Type	Leaves/Grass Fees	Trees/Shrubs Fees
Bag/Bundle	\$2	\$5	Bag/Bundle	\$2	\$5
Pickup	\$15	\$15	Pickup	\$20	\$20
Trailer	\$20	\$20	Trailer	\$25	\$25
Small Truck	\$30	\$30	Small Truck	\$30	\$30
Large Truck	\$45	\$45	Large Truck	\$50	\$50

2019 E cycling prices paid by the citizens

Console / projection - \$30

Televisions / monitors - \$15

2020 pricing schedule from Midwest Electronic Recovery

CRT

Under 19" - \$10

19" to 27" - \$15

Larger than 27" - \$25

Console and Rear Projection

\$0.40 per pound

\$40 each unit to streamline process

LCD / LED

Free if the screens are not cracked/punctured/broken.

\$15 each that are.

Plasma TV's \$25

To simplify pricing at the brush facility the Street Department recommends the price schedule below for 2020

Up to 27" - \$15

Larger than 27" - \$30

Console and Rear Projection - \$40

LCD / LED Monitors -\$15

Note: Spring cleanup is April 25, 2020

Proposed Free* Yard Waste Disposal Days:

Saturday, April 4	9 am – 4 pm
Sunday, April 5	Noon – 4 pm
Thursday, April 9	Noon – 7 pm
Saturday, April 11	9 am – 4 pm
Sunday, April 12	Closed – Easter Holiday

Thursday, April 16	Noon – 7 pm
Saturday, April 18	9 am – 4 pm
Sunday, April 19	Noon – 4 pm
October 17 – season close	Regular days and hours of operation

Fall cleanup is October 17, 2020

* Fees still apply for brush that is 1/2 inch or more in diameter.

Extended Dates Proposed if Needed:

Depending on the season, the Brush Facility has remained open past the scheduled closing date for the year. Staff is asking Council to incorporate extended dates to the schedule to open the Brush Facility if needed. The dates would be December 3, 5 and 6; the Thanksgiving holiday is the previous weekend and the facility would be closed as has been practice in previous years.

Meeting Date: 03/02/2020

Subject

Resolution approving and accepting easement agreements for the Quail Meadows 3 Lift Station Project.

Information

Fiscal Impact

Attachments

Easement Memorandum
Resolution Approving Easements
Siting Easement
Access Easement
Public Utility Easement
Temporary Construction Easement
Easement Exhibit



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: February 26, 2020
Re: Resolution approving and accepting easements for the Quail Meadows 3 Lift Station Project

As the City Council is aware, the City is in the process of relocating and upgrading the Quail Meadows lift station, which will help facilitate further growth in the Quail Meadows Subdivision, as well as the Summercrest Hills development. At its meeting on February 4th, the City Council approved a resolution awarding a contract to Vanderpool Construction, for the Quail Meadows 3 Lift Station project. A preconstruction meeting for this project is scheduled for March 11th and construction could start anytime thereafter.

Rather than the City purchase the ground that the lift station will sit on, staff has been working with the property owner, Kathleen Picken, to secure a siting easement for the location of the new lift station. Also, staff has worked to secure an access easement for the new lift station. The access will come off Willowcrest Avenue, just north of Theisen's and connect to the lift station siting area about 2,200 ft to the east. Also included within the area of the access easement is a public utility easement where the lift station force main will be located, as well as all telecommunication and electrical infrastructure for the lift station. The access easement is located within what would be future right-of-way for the extension of Willowcrest Avenue and the public utility easement is located on the property as to not interfere with the future extension of Willowcrest Avenue. Lastly, there is also included a 60' temporary construction easement along the access/public utility easement.

The attached easement documents have all been executed by the property owner. Also attached is the Easement Exhibit depicting the locations of the easements. I will attend the March 2nd Council meeting if you have any questions.

INDIANOLA

EST. 1849

RESOLUTION NO. 2020-

A RESOLUTION APPROVING AND ACCEPTING EASEMENTS FOR THE QUAIL MEADOWS 3 LIFT STATION PROJECT

WHEREAS, the City of Indianola is in need of certain easements in order to complete the Quail Meadows 3 Lift Station Project; and

WHEREAS, the City Council believes it to be in the best interest of the City to approve and accept the easement agreements for purposes of completing said project.

BE IT, THEREFORE, RESOLVED by the City of Indianola, Iowa, that the Siting Easement Agreement, the Access Easement Agreement, the Public Utility Easement Agreement and the Temporary Construction Easement Agreement from Kathleen Picken in the forms attached hereto as Exhibits, are hereby approved and accepted.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk, if required by the easement agreements, are hereby authorized to execute said Agreements on behalf of the City of Indianola, Iowa.

DATED this _____ day of _____ 2020.

Kelly B. Shaw, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

LIFT STATION SITE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kathleen Picken of the City of Indianola, Warren County, Iowa, hereinafter referred to as "Grantor", in consideration of the sum of Ten Dollars and other good and valuable consideration, does hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

That part of the Southwest and Southeast Quarters of Section 18, Township 76 North, Range 23 West of the Fifth Principal Meridian, Warren County, Iowa described as follows:

Beginning at the intersection of the Westerly line of Parcel "E" as shown on the Plat of Survey filed in the Office of the Recorder of Warren County, Iowa on August 5, 2019 in Book 2019, Page 05940 in the Office of the Recorder of Warren County, Iowa with a line 135.00 feet Southerly of, as measured at right angles to, the East-West Quarter Section line of said Section 18; thence South 41 degrees 16 minutes 39 seconds West along said Westerly line, 99.76 feet; thence North 88 degrees 43 minutes 39 seconds West, 135.81 feet; thence North 01 degrees 16 minutes 21 seconds East, 79.50 feet to said parallel line; thence South 87 degrees 50 minutes 35 seconds East along said parallel line, 199.97 feet to the Point of Beginning.

That the above-described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Lift Station

1. Erection and Placement of Structures, Obstructions, Plantings or Materials

Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees and the public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 20__.

Kathleen Picken

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared **Kathleen Picken**, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that she executed the instrument as her voluntary act and deed.

Notary Public in and for the State of Iowa

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor's wish to **donate** this trail easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

ACCEPTANCE BY CITY

STATE OF IOWA)

COUNTY OF WARREN) ss:
)

I, Andrew J. Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2020.

Andrew J. Lent, City Clerk of the City of Indianola, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

ACCESS EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kathleen Picken of the City of Indianola, Warren County, Iowa, hereinafter referred to as "Grantor", in consideration of the sum of Ten Dollars and other good and valuable consideration, does hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

The South 35.00 feet of the North 135.00 feet of the Southwest and Southeast Quarters of Section 18, Township 76 North, Range 23 West of the Fifth Principal Meridian, Warren County, Iowa lying Easterly of Willowcrest Avenue as dedicated per Summercrest Hills Plat 1, according to the plat thereof recorded September 11, 2009 in Book 2019 Page 05940 in the Office of the Recorder of Warren County, Iowa and lying Westerly of Parcel "E" as shown on the Plat of Survey filed in the Office of the Recorder of Warren County, Iowa on August 5, 2019 in Book 2019, Page 05940 in the Office of the Recorder of Warren County, Iowa.

That the above-described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Access to Lift Station

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without

obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees and the public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as

may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 20__.

Kathleen Picken

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared **Kathleen Picken**, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that she executed the instrument as her voluntary act and deed.

Notary Public in and for the State of Iowa

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor’s wish to **donate** this easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:

COUNTY OF WARREN)

I, Andrew J. Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2020.

Andrew J. Lent, City Clerk of the City of Indianola, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

PUBLIC UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Kathleen Picken of the City of Indianola, Warren County, Iowa, hereinafter referred to as "Grantor", in consideration of the sum of Ten Dollars and other good and valuable consideration, does hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across the following described real estate:

See attached Exhibit "A"

That the above-described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Utility Easement

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City’s duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused the negligent acts or omissions of the City, its employees, agents, or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement area, the property abutting said Easement area, nor for property damage or any improvements or obstructions thereon resulting from the City’s exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents, and representatives harmless against any loss, damage, injury, or any claim or lawsuit for loss, damage, or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents, or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees and the public.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor’s heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 20__.

Kathleen Picken

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 20____, before me the undersigned, a Notary Public in and for said State, personally appeared **Kathleen Picken**, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that she executed the instrument as her voluntary act and deed.

Notary Public in and for the State of Iowa

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor’s wish to **donate** this easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF WARREN)

I, Andrew J. Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2020.

Andrew J. Lent, City Clerk of the City of Indianola, Iowa

WHEN RECORDED RETURN TO:

Amy S. Beattie
 6701 Westown Parkway, Suite 100
 West Des Moines, Iowa 50266

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

**TEMPORARY EASEMENT FOR CONSTRUCTION AND
 CONSTRUCTION-RELATED ACTIVITIES**

Kathleen Picken (hereinafter referred to as the “Grantor”), in consideration of Ten and No/100 Dollars (\$10.00) to be paid by the City of Indianola, Iowa, upon final approval and acceptance of this Temporary Easement by the City, does hereby convey unto the City of Indianola, Iowa, a municipal corporation, (hereinafter referred to as the “City”), a Temporary Easement for Construction under, over, through and across the following described property.

The South 60.00 feet of the North 195.00 feet of the Southwest and Southeast Quarters of Section 18, Township 76 North, Range 23 West of the Fifth Principal Meridian, Warren County, Iowa lying Easterly of Summercrest Hills Plat 1, according to the plat thereof recorded September 11, 2009 in Book 2019 Page 05940 in the Office of the Recorder of Warren County, Iowa and lying Westerly of the following described parcel: Beginning at the intersection of the Westerly line of Parcel “E” as shown on the Plat of Survey filed in the Office of the Recorder of Warren County, Iowa on August 5, 2019 in Book 2019, Page 05940 in the Office of the Recorder of Warren County, Iowa with a line 135.00 feet Southerly of, as measured at right angles to, the East-West Quarter Section line of said Section 18; thence South 41 degrees 16 minutes 39 seconds West along said Westerly line, 99.76 feet; thence North 88 degrees 43 minutes 39 seconds West, 135.81 feet; thence North 01 degrees 16 minutes 21 seconds East, 79.50 feet to said parallel line; thence South 87 degrees 50 minutes 35 seconds East along said parallel line, 199.97 feet to the Point of Beginning.

(hereinafter referred to as the “Easement Area”) Said Easement allows the City, its agents, contractors and employees, and other permitted parties including but not limited to electric, cable and telecommunications utilities and their respective agents, contractors and employees, a right of entry in, upon and onto the above described Easement Area, which purpose includes any and all construction-related activities.

It is understood that, upon completion of this project, the City shall restore the Easement Area to its original condition as reasonably possible, including but not limited to restoration of lawns by sodding or seeding, replacement of concrete or asphalt driveways removed for grading or access purposes, and replacement of fences or other structures that may be removed or damaged by the City and/or permitted parties during the course of construction, except that the following items shall not be restored by the City or permitted parties but are instead compensated for the consideration paid for in this Easement by the City as set forth above. (List items below or state "none").

NONE

It is further understood that the consideration set forth in this Easement shall constitute full and adequate compensation for damages to the above listed items.

It is further understood that the foregoing Easement and release shall be null and void and of no effect whatsoever unless accepted by the City of Indianola and shall be subject to the following terms and conditions to which the City, upon acceptance of this instrument by the City, shall be deemed and to have stipulated and agreed:

1. **DURATION.** It is understood and agreed that this Easement allowing entry in, upon and onto the Easement Area described shall be in effect beginning on the date that the Grantor signs this document until completion of construction of this improvement above described and the City's performance of its obligation hereunder. This Easement shall be binding on Grantor and on Grantor's successors and assigns during construction of this improvement.
2. **GRANTOR'S REPRESENTATION AS TO TENANTS.**
The Grantor states and warrants that there are no tenants on the property where the Property Interests are located, except as listed below:

Furthermore, Grantor shall convey the Property free and clear of leasehold interests and leasehold claims and shall indemnify City against any such claims as a result of this project, unless the claim is due to City's gross negligence.

3. **REMOVAL OF EQUIPMENT.** It is further understood and agreed that the City and/or permitted parties will remove all of said materials and equipment from the above described premises within 10 days after the above described project has been completed.
4. **SPECIAL PROVISIONS.** NONE

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 20__.

Kathleen Picken

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 20__, before me the undersigned, a Notary Public in and for said State, personally appeared **Kathleen Picken**, to me known to be the person named in and who executed the foregoing instrument to which is attached; and acknowledged that she executed the instrument as her voluntary act and deed.

Notary Public in and for the State of Iowa

DONATION (OPTIONAL)

It is the understanding of the Grantor that, although the City will provide compensation for the granting of this easement, it is the Grantor’s wish to **donate** this trail easement and **not** receive said compensation, and Grantor waives any and all rights to compensation.

ACCEPTANCE BY CITY

STATE OF IOWA)
) ss:
COUNTY OF WARREN)

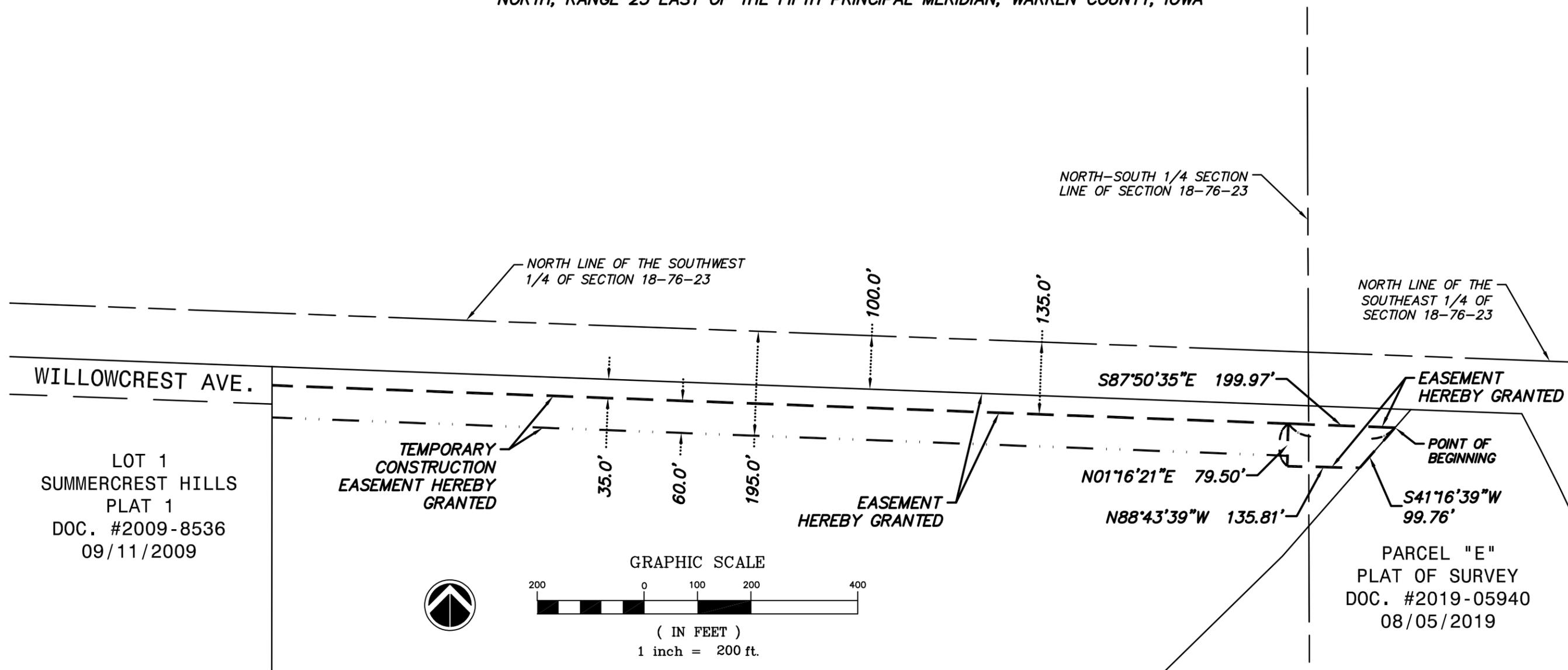
I, Andrew J. Lent, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Easement was duly approved and accepted by the City Council of said City by Resolution No. _____, passed on the ____ day of _____, 2020, and this certificate is made pursuant to authority contained in said Resolution.

Signed this ____ day of _____, 2020.

Andrew J. Lent, City Clerk of the City of Indianola, Iowa

EASEMENT EXHIBIT

OF PART OF THE SOUTHWEST AND SOUTHEAST QUARTERS OF SECTION 18, TOWNSHIP 76 NORTH, RANGE 23 EAST OF THE FIFTH PRINCIPAL MERIDIAN, WARREN COUNTY, IOWA



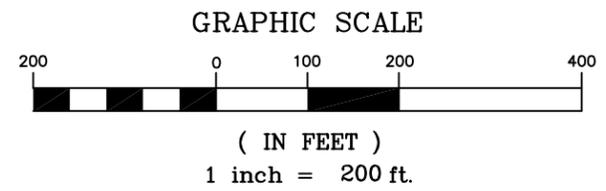
WILLOWCREST AVE.
 LOT 1
 SUMMERCREST HILLS
 PLAT 1
 DOC. #2009-8536
 09/11/2009

TEMPORARY
 CONSTRUCTION
 EASEMENT HEREBY
 GRANTED

EASEMENT
 HEREBY GRANTED

EASEMENT
 HEREBY GRANTED

POINT OF
 BEGINNING
 S41°16'39"W
 99.76'
 PARCEL "E"
 PLAT OF SURVEY
 DOC. #2019-05940
 08/05/2019

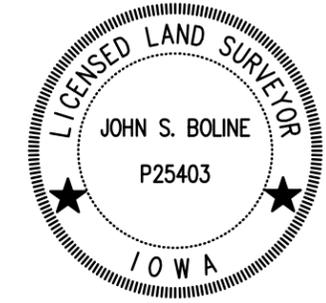


- NOTES:
- * This map was created for use as an Easement Exhibit.
 - * This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
 - * No underground improvements have been located unless shown and noted.
 - * No distance should be assumed by scaling.
 - * Parcel lines shown hereon are based on recorded Subdivisions and Plats of Survey.
 - * Bearings based on the North line of the Southwest 1/4 of Section 18 bearing South 87 degrees 50 minutes 35 seconds West.

DATED AT MCHENRY, ILLINOIS ON NOVEMBER 19, 2019.

FOR REVIEW

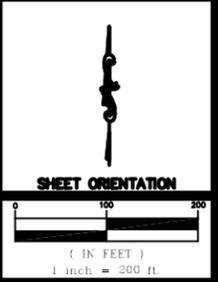
JOHN BOLINE
 IOWA PROFESSIONAL LAND SURVEYOR NO. P25403
 LICENSE EXPIRES: DECEMBER 31, 2020



NO.	DATE	BY	DESCRIPTION
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

420 N. Front Street,
 McHenry, IL 60050-2136
 t: 815.385.1778 f: 815.385.1781
 www.hrgreen.com
 Illinois Professional Design Firm # 184-001322

EASEMENT EXHIBIT
 QUAIL MEADOWS LIFT STATION
 INDIANOLA, IA



HORIZ. SCALE: 1" = 200'	DATE: 11/19/19
VERT. SCALE: N/A	SUBMITTAL:
OWN. BY: JSB	DSN. BY: JSB
CHK. BY: MRF	
PROJECT NO. 190699	
SHEET NO. 31 1	

Plotted By: Boline, John S. Date: Nov 22, 2019 - 3:28pm
 Xrefs: Quail Meadows_BaseCadd_2019-11-12.dwg; XC-ROW.dwg
 Image:
 Comp. File: U:\2019\190699\Survey\Drawg\190699-LiftStation-Easement.dwg; Layout: Tab: Layout1

Subject
Banking Services

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/02/2020

Subject

Resolution renewing the banking services contract with TruBank for an additional three years.

Information

In 2017, the City issued a Request for Proposal (RFP) for banking services. As a result, the City Council approved an agreement with TruBank for a period of three-years. City staff has had a good working relationship with TruBank. In conversations with TruBank staff, they have asked that the agreement be extended for another three-year period at the same fees as the original RFP. The bidding for these services is an exception to the City's Purchasing Policy. Staff recommends approval of the Resolution to extend the agreement.

Fiscal Impact

Attachments

TruBank Charges

Resolution Extending Agreement

<u>Service Description</u>	<u>TruBank</u>
Demand Deposit Account Maintenance	\$0.00/month
Zero Balance Account Maintenance	0
Debit Items Credit Items	
Collateralization Charge	0
Internal Bank Account Transfers	0
Deposit Items	0
Return Items	0
Return Items Redeposited	0
Wire Transfer Incoming Wire	\$20.00/per item
Transfer Outgoing Bank	\$20.00/per item
Statements-Weekly Bank	0
Statements-Monthly	0
Balance Confirmations	0
Account Reconciliation Services	0
Other Charges	Remote Deposit Monthly Maintenance \$45.00/Month
Total 3-Month Cost for Services (Non-ACH)	\$135.00
3-Month Interest Earned or Credit (Non-Money Market)	Fed Funds Rate+.15
ACH Credits	0
ACH debits	0
ACH Tape Charges	0
ACH Electronic Transmission	\$25.00/month
ACH Returns	0
ACH Deletes/Reversals	0
ACH Notification of Change	0
Wire Transfer Incoming	\$20.00/month
Wire Transfer Outgoing	\$20.00/per item
Other Charges	
Total Monthly Cost for Services (ACH Only)	\$25.00

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

RESOLUTION APPROVING EXTENSION OF AGREEMENT FOR BANKING SERVICES BETWEEN CITY OF INDIANOLA AND TRUBANK

WHEREAS, the City of Indianola issued a Request for Proposal (RFP) for banking services in 2017, and

WHEREAS, as a result of said RFP, the City of Indianola currently has a 3-year agreement with TruBank of Indianola, Iowa for banking services; and

WHEREAS, the working relationship between the City and TruBank has been favorable, and

WHEREAS, TruBank has agreed to continue to charge fees according to the attached schedule as submitted with the original RFP should the agreement be extended, and

WHEREAS, the Indianola City Council believes it is in the public interest to extend said agreement.

BE IT THEREFORE RESOLVED, that the City Council of Indianola

- (1) the agreement with TruBank is hereby extended for a period of three-years until June 30, 2023, and
- (2) authorizes City staff to execute such document necessary to extend the original agreement with TruBank until June 30, 2023.

Passed and adopted this 2nd day of March, 2020.

Kelly B. Shaw
Mayor

ATTEST:

Andrew J. Lent
City Clerk/Finance Director

Meeting Date: 03/02/2020

Subject

Resolution approving Automated Clearing House (ACH) agreement with TruBank.

Information

The City does several ACH (electronic) transactions with TruBank. The bank staff recently discovered in an audit that the agreement in the packet was needed as a formal arrangement with the City for such transactions. The agreement doesn't change responsibilities or obligations for either the City or TruBank.

Fiscal Impact

Attachments

ODFI ACH Agreement
Schedules A-F of ACH Agreement
Same Day ACH Agreement
Resolution Approving ACH

ODFI/Originator Agreement

COMPANY INFORMATION AND STATEMENT

Company: City of Indianola
(hereafter referred to as "Company")

Tax Payer ID: 42-6004797

Approved Exposure Limit(s): Schedule [F]

Approved SEC Code(s): _ PPD _ CCD

This Agreement is made this 12th day of February, 2020, by and between Company and TruBank ("Financial Institution").

RECITALS

A. Company wishes to initiate **credit and debit** Entries pursuant to the terms of this Agreement and the *NACHA Operating Rules and Guidelines* (the "*Rules*"), and Financial Institution is willing to act as an Originating Depository Financial Institution ("ODFI") with respect to such Entries. Company may only initiate ACH Entries for the approved Standard Entry Class (SEC) codes set forth above under Approved SEC Code(s), or such other SEC codes as may be approved by Financial Institution.

B. Unless otherwise defined herein, capitalized terms have the meanings provided in the *Rules*. The term "Entry" has the meaning provided in the *Rules* and also means the data received from Company from which Financial Institution prepares Entries.

AGREEMENT

1. *NACHA Operating Rules and Guidelines*. Company has access to a copy of the *Rules*, acknowledges receipt of a copy, or may purchase a copy if it so desires. Company agrees to comply with and be bound by the *Rules*. If Company violates any of the applicable *Rules* and NACHA imposes a fine on Financial Institution because of Company's violation, Financial Institution may charge the fine to Company. Financial Institution will notify Company of any changes to the *Rules*.
2. *U.S. Law*. It is the responsibility of Company to ensure that Company's origination of ACH transactions complies with U.S. law.
3. *Governing Law*. This Agreement will be construed in accordance with and governed by the laws of the State of Iowa.
4. *Security Procedures*.
 - (a) Company and Financial Institution will comply with the security procedure requirements described in the attached Schedule [A] with respect to Entries transmitted by Company to

Financial Institution. Company acknowledges that those security procedures are commercially reasonable and the purpose of such security procedures is to verify authenticity and not to detect an error in the transmission or content of an Entry. No security procedures have been agreed upon between Financial Institution and Company for the detection of any such error.

- (b) Company is strictly responsible for establishing and maintaining commercially reasonable security measures to safeguard against unauthorized transmissions, network infections, and breaches of Protected Information (i.e. non-public consumer data). Company warrants that such measures will include, but not be limited to, security technology (e.g. secure web-servers) that provides commercially reasonable encryption technology for the Entry and transmission of Entries over the Internet, and network security to safeguard account information and access from unauthorized parties. Schedule [A] outlines additional requirements.

Additionally, Company warrants that no individual will be allowed to initiate transfers in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of security procedures and any passwords, codes, security devices and related instructions provided by Financial Institution in connection with the security procedures detailed in Schedule [A]. If Company suspects that any such information or instructions are accessed by unauthorized persons, Company will notify Financial Institution immediately. The occurrence of unauthorized access will not affect any transfers made in good faith by Financial Institution prior to receipt of notification and within a reasonable time period to prevent unauthorized transfers.

5. *Processing and Settlement by Financial Institution.*

- (a) Except as provided in Section 4, Financial Institution will (i) process Entries received from Company to conform with the file specifications set forth in the *Rules*, (ii) transmit such Entries as an ODFI to the ACH Operator, and (iii) settle Entries as provided in the *Rules*.
- (b) Financial Institution will transmit such Entries to the ACH Operator by the deadline set forth in the attached Schedule [B] two business days] prior to the Effective Entry Date shown in such Entries, provided (i) such Entries are received by Financial Institution's related cut-off time set forth in attached Schedule [B] on a business day, (ii) the Effective Entry Date is at least 2 days after such business day, and (iii) the ACH Operator is open for business on such business day (e.g. excluding Federal holidays). For purposes of this Agreement, Entries will be deemed received by Financial Institution, in the case of hand-delivered files, when received by Financial Institution at the location set forth in Schedule [A], and in the case of electronic file transmission, when the transmission is completed as provided in Schedule [A].
- (c) If any of the requirements of clause (i), (ii), or (iii) of Section 5(b) are not met, Financial Institution will use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline on which the ACH Operator is open for business.

6. *On-Us Entries.* Except as provided in Section 7, in the case of an Entry received for credit or debit to an account maintained with Financial Institution (an "On-Us Entry"), Financial Institution will credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in Section 5(b) are met. If any of those requirements are not met, Financial Institution will use reasonable efforts to credit or debit the Receiver's account on the next business day following such Effective Entry Date.

7. *Suspension and Rejection of Entries.* Financial Institution will suspend processing of or reject any Entry which does not comply with the requirements of Section 19 or Section 4, or which contains an Effective Entry Date more than 2 days after the business day such Entry is received by Financial Institution. Financial Institution has the right to suspend processing of or reject an On-Us Entry for any reason for which an Entry may be returned under the *Rules*. Financial Institution has the right to suspend processing of or reject any Entry if Company has failed to comply with its account balance obligations under Section 13. Financial Institution will notify Company by electronic transmission of such suspension or rejection no later than the business day such Entry would otherwise have been transmitted by Financial Institution to the ACH Operator, or in the case of an On-Us Entry, its Effective Entry Date. Financial Institution will have no liability to Company by reason of the suspension or rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein.

If any Entries are rejected by the ACH Operator for any reason, it is the responsibility of Company to remake such Entries. Should the file be rejected due to an error caused by Financial Institution, Financial Institution is responsible for remaking the file. In such a case, Company will supply sufficient information, as required in Section 26, to allow Financial Institution to recreate the entries for up to five (5) business days after midnight of the Settlement Date.

8. *Cancellation or Amendment by Company.* Company has no right to cancel or amend any Entry after its receipt by Financial Institution. However, Financial Institution will use reasonable efforts to act on a request by Company to cancel an Entry prior to transmitting it to the ACH Operator, or in the case of an On-Us Entry, prior to crediting or debiting a Receiver's account. Company will reimburse Financial Institution for any expenses, losses, or damages Financial Institution may incur in effecting or attempting to affect the cancellation or amendment of an Entry.
9. *Notice of Returned Entries.* Financial Institution will promptly notify Company by electronic transmission of the receipt of a returned Entry from the ACH Operator.
10. *Notifications of Change.* Financial Institution will notify Company by electronic transmission of all Notifications of Change received by Financial Institution related to Company's Entries no later than two (2) banking days after receipt thereof. Company will ensure that changes requested by Notifications of Change for recurring payments are made within six (6) banking days of Company's receipt of the information or prior to initiating another Entry to the Receiver's account, whichever is later. If Company fails to correct the Entry, NACHA may impose fines that may be debited from Company's account.
11. *Reinitiation of Entries.* Company may not reinitiate Entries except as prescribed by the *Rules*.
12. *Payment by Company for Entries; Payment by ODFI for Entries.*
- (a) Company will pay Financial Institution the amount of each *credit* Entry (including On-Us Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such credit Entry as Financial Institution, at its discretion, may determine.
 - (b) Company will pay Financial Institution the amount of each *debit* Entry returned by a Receiving Depository Financial Institution ("RDFI") pursuant to this Agreement.

- (c) Financial Institution will pay Company the amount of each *debit* Entry (including On-Ups Entries) transmitted by Financial Institution pursuant to this Agreement at such time on the Settlement Date with respect to such debit Entry as Financial Institution, at its discretion, may determine.
- (d) Financial Institution will promptly pay Company the amount of each *credit* Entry returned by a RDFI pursuant to this Agreement.

13. *The Account.* Financial Institution may, without prior notice or demand, obtain payment of any amount due and payable to it under this Agreement by debiting the account(s) of Company identified in the attached Schedule [C] (each, an "Account"), and will credit the Account for any amount received by Financial Institution by reason of the return of an Entry transmitted by Financial Institution for which Financial Institution has previously received payment from Company. Such credit will be made as of the day of such receipt by Financial Institution. Company will at all times maintain a balance of available funds in the Account sufficient to cover its payment obligations under this Agreement. If there are not sufficient available funds in the Account to cover Company's obligations under this Agreement, Company agrees that Financial Institution may debit any account maintained by Company with Financial Institution or any affiliate of Financial Institution or that Financial Institution may set off against any amount it owes to Company, in order to obtain payment of Company's obligations under this Agreement.

Upon request of Financial Institution, Company agrees to promptly provide to Financial Institution information pertaining to Company's financial condition. Financial Institution reserves the right to pull a credit report at any time to evaluate Company's ongoing financial condition.

14. *Account Reconciliation and Periodic Statement.* The periodic statement issued by Financial Institution for Company's Account will reflect Entries credited and debited to Company's Account. Company agrees to notify Financial Institution promptly of any discrepancy between Company's records and the information shown on any such periodic statement. If Company fails to notify Financial Institution within 2 day(s) of receipt of a periodic statement, Company agrees that Financial Institution will not be liable for any other losses resulting from Company's failure to give such notice, including any loss of interest or any interest equivalent with respect to an Entry shown on such periodic statement. If Company fails to notify Financial Institution within 2 days of receipt of a periodic statement, Company will be precluded from asserting such discrepancy against Financial Institution.

15. *Company Representations and Agreements; Indemnity.* Company agrees that (a) each person shown as the Receiver on an Entry received by Financial Institution from Company has authorized the initiation of such Entry and the crediting of its account in the amount and on the Effective Entry Date shown on such Entry, (b) such authorization is operative at the time of transmittal or crediting by Financial Institution as provided herein, (c) Entries transmitted to Financial Institution by Company are limited to those types of Entries set forth in this Agreement, (d) Company will perform its obligations under this Agreement in accordance with all applicable laws and regulations, and (e) Company will be bound by and comply with the *Rules* as in effect from time to time, including without limitation the provision of the *Rules* that makes payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry; and specifically acknowledges that if such settlement is not received, the RDFI will be entitled to a refund from the Receiver of the amount credited and Company will not be deemed to have paid the Receiver. Company will indemnify Financial Institution against any loss liability or expense (including attorneys' fees and expenses) resulting from any breach of any of the foregoing agreements.

16. *Financial Institution Responsibilities; Liability; Limitations on Liability; Indemnity.*

- (a) Financial Institution is responsible only for performing the services expressly provided for in this Agreement, and is liable only for its negligence in performing those services. Financial Institution is not responsible for Company's acts or omissions (including without limitation to the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from Company) or those of any other person, including without limitation to any Federal Reserve Bank or transmission or communications facility, any Receiver or RDFI (including without limitation to the return of an Entry by such Receiver or RDFIs), and no such person will be deemed Financial Institution's agent. Company agrees to indemnify Financial Institution against any loss, liability or expense (including attorneys' fees and expenses) resulting from any claim of any person that Financial Institution is responsible for, any act of omission by Company or any other person described in this Section.
- (b) Financial Institution is only liable for Company's actual damages due to claims arising solely from Financial Institution's obligations to Company with respect to Entries transmitted pursuant to this Agreement. In no event will Financial Institution be liable for any consequential, special, punitive or indirect loss or damage that Company may incur or suffer in connection with this Agreement, including losses or damage from subsequent wrongful dishonor resulting from Financial Institution's acts or omissions pursuant to this Agreement.
- (c) Financial Institution is excused from failing to act or delay in acting if such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond Financial Institution's control. In addition, Financial Institution is excused from failing to transmit or delay in transmitting an Entry if such transmittal would result in Financial Institution's having exceeded any limitation upon its intra-day net funds position established pursuant to Federal Reserve guidelines or if Financial Institution reasonably believes it would violate any provision of any risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.
- (d) Financial Institution's liability for loss of interest resulting from its error or delay will be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At Financial Institution's option, payment of such interest may be made by crediting the Account.

17. *Compliance with Security Procedures.*

- (a) If an Entry (or a request for cancellation or amendment of an Entry) received by Financial Institution purports to have been transmitted or authorized by Company, it will be deemed effective as Company's Entry (or request) and Company will be obligated to pay Financial Institution the amount of such Entry (or request) even though the Entry (or request) was not authorized by Company, whether or not Financial Institution acted in compliance with the security procedure referenced in Schedule [A]. If signature comparison is to be used as a part of that security procedure, Financial Institution will be deemed to have complied with that part of such procedure if it compares the signature accompanying a file of Entries (or request) with the signature of an Authorized Representative of Company and, on the basis of such comparison, believes the signature to be that of such Authorized Representative.

18. *Inconsistency of Name and Account Number.* Company acknowledges and agrees that, if an Entry describes the Receiver inconsistently by name and account number, payment of the Entry transmitted to the RDFI might be made by the RDFI (or by Financial Institution in the case of an On-Us Entry) on the basis of the account number even if it identifies a person different from the named Receiver, and that Company's obligation to pay the amount of the Entry to Financial Institution is not excused in such circumstances.
19. *Transmittal of Entries by Company.* Company will transmit Entries to Financial Institution in compliance with the formatting and other requirements set forth in the attached Schedule [A], as we update it from time to time.
20. *Exposure Limits.* Company's ability or originate Entries under this Agreement is subject to ACH exposure limits in accordance with the *Rules*. The total dollar amount of Entries transmitted, frequency of origination and payment application (debits or credits) originated by Company to Financial Institution must comply with limits set forth in the attached Schedule [F].
21. *Reporting Requirement.* Financial Institution will provide reporting information to NACHA regarding Company if Company's return rate for unauthorized Entries exceeds the Unauthorized Entry Return Rate Threshold, the Administrative Return Rate Level or Overall Return Rate Level as required by the *Rules*.
22. *Specific Entry Types.* The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as ODFI with respect to certain Entry types. As a result, Financial Institution must obtain additional agreements and representations from Company with respect to those Entry types. Those additional agreement and representations are set forth for each Entry type below. If Company sends any of the Entry types below, it automatically makes the additional agreements and representations that are set forth for that Entry type below.

(a) Prearranged Payment and Deposit Entry (PPD).

Assumption of ODFI Warranties. Company warrants to Financial Institution that Company makes the warranties and assumes the liabilities of Financial Institution under the PPD Rules, including Company:

(i) Will obtain Authorization for PPD Entries in accordance with the *Rules* and U.S. law and will retain a record of the authorization for a period of two (2) years from the termination or revocation of the Authorization. Company will, upon request within 2 business days, provide Financial Institution an original or copy of the Receiver's Authorization for PPD Entries.

(ii) Will not send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.

(iii) Provides written notification to the Receiver ten (10) calendar days in advance if the amount of the Entry varies from the previous one, unless the Authorization indicates variable amounts.

(iv) Provides written notification to the Receiver seven (7) calendar days in advance of the new debit date if the date of the debit changes.

(b) Corporate Payment Applications (CTX) (CCD+) (CCD).

(i) *Prenotifications.* Company will not send prenotifications three (3) banking days prior to initiating the first Entry to a Receiver's account. Company will provide any such notice to Financial Institution in the format and on the medium provided in the *Rules* and Schedule A. Should Company receive notice that any such pre-notification has been rejected by an RDFI or the ACH Operator, Entries will not be initiated. Should Company receive a Notification of Change from an RDFI, such Entries will not be initiated unless the requested changes have been made.

(ii) *Uniform Commercial Code Article 4A (UCC-4A) Disclosure.* In regards to the origination of "wholesale credit" Entries, (defined as corporate ACH credit transfers containing Standard Entry Class Codes "CCD" and "CTX"), the following disclosure is provided:

1. the Entry may be transmitted through the ACH;
2. the rights and obligations of the Originator concerning the Entry will be governed by and construed in accordance with the laws of the State of Iowa;
3. credit given by the RDFI to the Receiver for the Entry is provisional until the RDFI has received final settlement through a Federal Reserve Bank or otherwise has received payment as provided for in Section 4A-403(a) of the UCC Article 4A; and
4. if the RDFI does not receive such payment for the Entry, the RDFI is entitled to a refund from the Receiver in the amount of the credit to the Receiver's account, and the Originator will not be considered to have paid the amount of the credit Entry to the Receiver.

23. *Payment for Services.* Company will pay Financial Institution the charges for the services provided for in this Agreement and as set forth in Schedule [D]. Financial Institution will provide Company written notification of changes in fees and services 2 calendar days prior to such changes going into effect. Such charges do not include, and Company will be responsible for payment of, any sales, use, excise, value-added, utility or other similar taxes relating to the services provided for in this Agreement, and any fees or charges provided for in this Agreement between Financial Institution and Company with respect to the Account.

24. *Amendments.* From time to time Financial Institution may amend any of the terms and conditions contained in this Agreement, including without limitation, any cut-off time, any business day, and any part of the Schedules attached hereto. Such amendments will become effective upon receipt of notice by Company or such later date as may be stated in Financial Institution's notice to Company.

25. *Notices and Instructions.*

- (a) Except as otherwise expressly provided herein, Financial Institution is not required to act upon any notice or instruction received from Company or any other person, or to provide any notice or advice to Company or any other person with respect to any matter.
- (b) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been received from an Authorized

Representative. The names and signatures of Authorized Representatives are set forth in Schedule [E] attached hereto. Company may add or delete any Authorized Representative by written notice to Financial Institution signed by at least two Authorized Representatives other than that being added or deleted. Such notice will be effective on the 2 business day following the day of Financial Institution's receipt.

- (c) Except as otherwise expressly provided herein, any written notice or other written communication required or permitted to be given under this Agreement must be delivered or sent to the following unless another address is substituted by notice delivered or sent as provided herein. Except as otherwise expressly provided herein, any such notice will be deemed given when received by:

If to Financial Institution:

Attention: ACH Department_____

Address: 1401 N Jefferson Way_____

City, State, Zip: Indianola, IA 50125_____

Facsimile: 515-961-5880_____

E-mail: ACH2@trubank.bank or support@TruBank.bank_____

And, if to Company: City of Indianola

Attention: Director of Finance

Address: PO Box 299_____

City, State, Zip: Indianola, IA 50125_____

Facsimile: _____

E-mail: _____

26. *Data Retention.* Company will retain data on file adequate to permit remaking of Entries for 180days following the date of the transmittal by Financial Institution as provided here, and will provide such data to Financial Institution upon its request.
27. *Third Parties.* Company will enter into a contract with, and assume full liability for any action made by, any third-party processor used by Company to initiate Entries on its behalf. Company will notify Financial Institution of the use of any third-party.
28. *Obligations of a Third-Party Sender.* The *Rules* contain special requirements and impose additional obligations on Financial Institution when it acts as Company's ODFI with respect to Entries Company sends as a Third-Party Sender. If Company sends Financial Institution any Entries as a Third-Party Sender, Company automatically makes the additional agreements and representations to Financial Institution that are contemplated by the *Rules*.
29. *Reversing Entries.* Company will notify the Receiver of the reversing Entry and reason no later than the Settlement Date of the reversing Entry. This notification may be made by Company's method of choice (fax, telephone, etc.).

30. *Audit.* Financial Institution has the right to audit Company's compliance with the *Rules*, U.S. law, and Financial Institution policies. Company will provide reasonable assistance and information to conduct such audit, including reasonable access to operating systems, policies, procedures, records, and other materials.
31. *Termination.* Either party may terminate this Agreement upon ten (10) days' written notice to the other party. In addition, Financial Institution may terminate this Agreement or suspend Company's use of the ACH origination service under this Agreement immediately and without giving Company prior written notice if Company has breached the *Rules*, any entry Company transmits to Financial Institution or any of Company's acts or omissions might cause Financial Institution to breach the *Rules* or any representations or warranties Financial Institution makes under the *Rules*, or Financial Institution believes termination or suspension is necessary for Financial Institution to comply with the *Rules*. Any termination or suspension of this Agreement will not affect any of Financial Institution's rights or Company's obligations with respect to Entries transmitted prior to such termination or suspension, or the payment obligations of Company with respect to services performed by Financial Institution prior to termination or suspension.
32. *Cooperation in Loss Recovery Efforts.* In the event of any damages for which Financial Institution or Company may be liable to each other or to any third-party pursuant to the services provided under this Agreement, Financial Institution and Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against any third-party.
33. *Entire Agreement.* This Agreement, including the Schedules attached hereto, together with the Account Agreement, is the complete and exclusive statement of the Agreement between Financial Institution and Company with respect to the subject matter hereof and supersedes any prior Agreement(s) between Financial Institution and Company with respect to such subject matter. In the event of any inconsistency between the terms of this Agreement and the Account Agreement, the terms of this Agreement will govern. If performance of the services provided herein would result in a violation of any present or future statute, regulation or government policy to which Financial Institution is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement will be deemed amended to the extent necessary to comply with such statute, regulation or policy, and Financial Institution will incur no liability to Company as a result of such violation or amendment.
34. *Non-Assignment.* Company may not assign this Agreement or any of the rights or duties hereunder to any person without Financial Institution's prior written consent.
35. *Waiver.* Financial Institution may waive enforcement of any provisions of this Agreement. Any such waiver will not affect Financial Institution's rights with respect to any other transaction or modification of the terms of this Agreement.
36. *Binding Agreement; Benefit.* This Agreement is binding upon and benefits the parties to this Agreement and their respective legal representatives, successors, and assigns. This Agreement is not for the benefit of any other person, and no other person has any right against Financial Institution or Company under this Agreement.

37. *Severability.* If any provision of this Agreement is determined to be invalid, illegal or unenforceable to any extent, the remainder of this Agreement will not be impaired or otherwise affected and will continue to be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly authorized officers.

____ City of Indianola _____
Company

____ TruBank _____
Financial Institution

Signed By

Signed By

Printed/Typed Name

Printed/Typed Name

Title

Title

Schedule (A)
Security Procedures and ACH File Delivery

All ACH files must be formatted according to the *Rules* or other pre-approved format; transmission specifications will be established by Financial Institution.

Security Procedures

- (a) Financial Institution is entitled to rely on any written notice or other written communication believed by it in good faith to be genuine and to have been signed by the Authorized Representative, and any such communication is deemed to have been signed by such person.
- (b) Financial Institution will not be responsible for verifying the authenticity of any person claiming to be an Authorized Representative of Company or the authenticity of any instruction, direction or information provided.
- (c) Financial Institution may, but is under no obligation to, hold suspicious files or files that do not adhere to established security, exceed exposure limits, violate the terms of this Agreement or the *Rules*, or for other reasons. Such files will require authorization by an Authorized Representative of Company before transmission to the ACH Operator.
- (d) Financial Institution requires the following minimum levels of network and computer security for all Originators:
 - Reliable, current and fully patched Security Suites including, at minimum, anti-virus, anti-malware, anti-botnet, and anti-spyware.
 - Hardware and software Firewalls.
 - Hardware and VPN Encryption.
 - Dedicated computer with static IP Address for file initiation.
 - Process to patch systems timely.
 - Written security policy and procedures designed to protect Company's network from unauthorized access (i.e. data breach) and avoid disclosing Protected Information (i.e. account numbers, social security numbers, etc.).
 - Regular employee training.

Company will supply evidence to Financial Institution of the above security requirements within 5 business days of such request.

- (e) *Account Security*: Financial Institution requires the following account security :
 - Files must be initiated and transmitted under dual-control.
 - Out of Band Authentication (indicate type: Call Backs, Email Verification, IP Address Authentication, SMS Code, etc.).
 - Company will not process files using Administrator credentials.
 - New or altered credentials will require authorization before becoming active.

ACH File Delivery

ACH File transmissions made over an unsecured electronic network must use at least the minimum level of encryption required by the *Rules*.

- a. **Internet Banking/ACH Transmission:** Company's Authorized Representative will access Internet Banking by utilizing prearranged log-on procedures and additional verification processes, including, but not limited to, use of security questions and answers, internet browser "cookies," and one-time password devices (e.g. tokens).
- b. **Secure File Upload:** File transmission through Financial Institution secure File delivery method is available. Company's Authorized Representative will access Financial Institution's ACH secure File delivery utilizing prearranged logon procedures.
- c. **Hand delivered Files or Files by courier:** Files may be hand delivered to the following location only if electronic methods above are not available. Each hand delivered File must be accompanied by a transmittal register, signed by an Authorized Representative as set forth in Schedule [E].

File Location: TruBank
 1401 N Jefferson Way
 Indianola, IA 50125
 515-961-5880

Financial Institution will anticipate the receipt of an ACH File Transmission from Company on each scheduled processing date identified by Company in writing and agreed to by Financial Institution. Company is responsible for ensuring that Financial Institution receives the Transmission on each processing date indicated in the processing schedule. Company's Authorized Representative will notify Financial Institution if a Transmission will not take place on the prearranged scheduled processing date.

Transmission totals will be provided to Financial Institution for File verification. In the event of a discrepancy, Financial Institution will contact Company's Authorized Representative.

Company is solely responsible for the accurate creation, modification, and deletion of the account information maintained on Company's personal computer. Company is solely responsible for access to ACH Protected Information maintained by Company.

**Schedule [B]
ODFI Processing Schedule**

Debit File Transactions

Deadline	Day of Delivery
2:00 p.m.	<u> 2 </u> Business Days Prior to Effective Entry Date

Credit File Transactions

Deadline	Day of Delivery
2:00 p.m.	<u> 2 </u> Business Days Prior to Effective Entry Date

**Schedule [C]
Account Agreement**

This schedule identifies Company Account(s) to which settlement should be applied for origination of Entries or settlement of return Entries.

Account Name	Account Number and type
_____	_____
__ General Account _____	__ 219758 _____
__ Payroll Account _____	__ 219582 _____
_____	_____
_____	_____

**Schedule [D]
ODFI Fee Schedule**

One-time Fees

Set Up Fee \$ _____

Regular Monthly Fees

Debit Items Originated \$ _____

Reversing/Correcting Debit Items Originated \$ _____

Premium Debits Originated \$ _____

Credit Items Originated \$ _____

Reversing/Correcting Credit Items Originated \$ _____

Premium Credits Originated \$ _____

Per File Origination Fee \$ _____

Prenote Items Originated \$ _____

Addenda Records Originated \$ _____

Return Items Received \$ _____

Unauthorized Entry Fee Return Items Received \$ _____

Notifications of Change Received \$ _____

Minimum Monthly Fee \$ 25.00 _____

**Schedule [E]
ACH Authorized Signature Form**

All ACH transaction files/listings must be delivered with a transmittal document with authorized signature(s).

Date: _____

Company: City of Indianola

Company ID Number: 42-6004797

Account Number: 219578

The signatures below are the signatures of employees vested by Company's Board of Directors with full authority to sign transmittal registers used in conjunction with the origination of ACH files. Such employees are referred to in the Agreement as "Authorized Representatives."

Number of signatures required to submit a transaction file for processing:

Printed Name	Signature
1. Jackie Rafferty	
2. Lisa Wilson	
3. Cassandra Mosher	
4.	
5.	
6.	

Authorized Signature

Title

**Schedule [F]
Exposure Limit Disclosure**

Credit Origination

Maximum File Amount _____ \$250,000.00 _____

Maximum Entry Amount _____ \$4,000.00 _____

Maximum Frequency _____ bi-monthly _____

Debit Origination

Maximum File Amount _____ \$50,000.00 _____

Maximum Entry Amount _____ \$1,500.00 _____

Maximum Frequency _____ monthly _____

Overall

Maximum Aggregate Credit Amount _____

Maximum Aggregate Credit Amount _____

Frequency _____

Notes:

If the ODFI sets limits based upon possible compensating balances, such should be defined in this Schedule. Additionally, the ODFI may note the frequency for limit review or Company procedures required for unscheduled limit reviews for increasing established limits.

Same Day ACH Addendum
(addition to ODFI/Origination Agreement)

This Addendum is made this 12th day of February, 2020, by and between Company and Financial Institution.

This Addendum provides Company and Financial Institution requirements and responsibilities related to the origination of Same Day ACH Entries. The terms and conditions of the Agreement remain in effect except as noted in this Addendum.

Company wishes to initiate credit and/or debit Same Day ACH Entries (effective September 15, 2017)] pursuant to the terms of the Agreement and this Addendum and the NACHA Operating Rules and Guidelines.

Company will initiate Entries with an Effective Entry Date of the current date, and submit those Entries to the Financial per the processing schedule deadlines below for Same Day Settlement. Same Day Entry Fees (see pricing schedule below)] will apply to said Entries. Any ACH Entries received by Financial Institution containing stale-dated or incorrect/invalid Effective Entry Dates will be processed as Same Day ACH Entries.

Security

The Company agrees to the security procedures outlined in Section 4 of the Agreement and any additional security measures.

Same Day Processing Schedule

Same Day Debit File Transactions (Effective September 15, 2017)

Type	Deadline	Day of Delivery
Same Day (Effective 9/15/2017)	<u> </u> 10:00 a.m..	<u> </u> <input checked="" type="checkbox"/> <u> </u> On the Effective Entry Date
Same Day (Effective 9/15/2017)	<u> </u> 2:00 p.m.	<u> </u> <input checked="" type="checkbox"/> <u> </u> On the Effective Entry Date

Credit File Transactions

Type	Deadline	Day of Delivery
Same Day Morning Window	<u> </u> 10:00 a.m.	<u> </u> <input checked="" type="checkbox"/> <u> </u> On the Effective Entry Date
Same Day Afternoon Window	<u> </u> 2:00 p.m.	<u> </u> <input checked="" type="checkbox"/> <u> </u> On the Effective Entry Date

Note – Items sent with an Effective Entry Date prior to the current date will be sent as a Same Day ACH Entry.

Same Day Origination Fee Schedule

The Company agrees to fees outlined below for Same Day transactions.

Premium (Same Day ACH) Debit Transactions	\$0.50 per item
Premium (Same Day ACH) Credit Transactions	\$0.50 per item

IN WITNESS WHEREOF the parties hereto have caused this Addendum to be executed by their duly authorized officers.

City of Indianola
Company

TruBank
Financial Institution

Signed by

Signed by

Printed/Typed Name

Printed/Typed Name

Title

Title

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

RESOLUTION APPROVING ACH AGREEMENT BETWEEN
CITY OF INDIANOLA AND TRUBANK

WHEREAS, the City of Indianola has an agreement with TruBank for banking services,
and

WHEREAS, certain services include ACH (Automatic Clearing House) transactions; and

WHEREAS, an agreement on the responsibilities of each party for ACH transactions is
necessary to establish the responsibilities of each party, and

WHEREAS, said agreement, along with addendums, is attached to this resolution.

BE IT THEREFORE RESOLVED, that the City Council of Indianola

(1) Approves the ACH agreement and addendums with TruBank, and

(2) authorizes City staff to execute the attached agreement and addendums.

Passed and adopted this 2nd day of March, 2020.

Kelly B. Shaw
Mayor

ATTEST:

Andrew J. Lent
City Clerk/Finance Director

Meeting Date: 03/02/2020

Subject

Resolution approving the purchase of a compact utility tractor in the amount of \$27,850.00 for the Parks Department and declaring current equipment as surplus.

Information

Fiscal Impact

Attachments

Utility Tractor Memorandum
Resolution Approving Purchase



— Parks and Recreation —

March 2, 2020

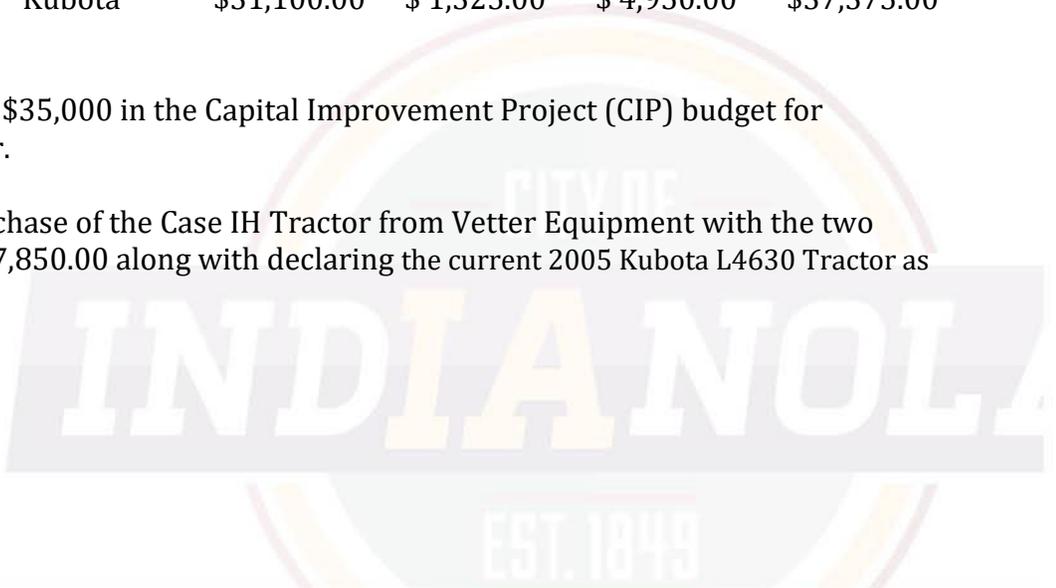
To: Mayor and City Council
From: Doug Bylund, Parks and Recreation Director
Cc: Ryan Waller, City Manager
Andy Lent, Director of Finance
Re: Parks Compact Utility Tractor Purchase

Listed below are the bid results that were received on Tuesday, February 18 for replacement of the 2005 Parks Compact Utility Tractor. The RFPs were posted on the City of Indianola website and the Iowa League of Cities' website as well as contacts made with local vendors. This tractor is used for turf care, fertilization and maintenance of parks, trails, playgrounds, and athletic fields. The RFPs included the trade-in for the current tractor as well as two alternate bid items; (Alternate 1) an additional 2-year warranty and (Alternate 2) a front loader attachment. The addition of the loader will allow for more efficient maintenance and allow for work to be performed in areas the large tractor cannot maneuver with less impact or damage to the turf areas.

Vendor	Location	Brand	Cost with Trade-in	Alternate 1	Alternate 2	Total Cost
Vetter	Indianola	Case IH	\$22,500.00	\$ 850.00	\$ 4,500.00	\$27,850.00
Capital City	Des Moines	Bobcat	\$28,280.00	\$ 900.00	\$ 5,129.00	\$34,309.00
Rueters	Osceola	New Holland	\$28,500.00	\$ 583.00	\$ 5,500.00	\$34,583.00
Van Wall	Indianola	John Deere	\$29,529.41	\$ 1,228.00	\$ 4,600.00	\$35,357.41
Sundown	Bevington	Kubota	\$31,100.00	\$ 1,325.00	\$ 4,950.00	\$37,375.00

The department budgeted \$35,000 in the Capital Improvement Project (CIP) budget for replacement of this tractor.

Staff recommends the purchase of the Case IH Tractor from Vetter Equipment with the two alternates for a total of \$27,850.00 along with declaring the current 2005 Kubota L4630 Tractor as surplus.



**CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____**

**RESOLUTION APPROVING PURCHASE OF
UTILITY COMPACT TRACTOR AND
DECLARING CURRENT EQUIPMENT AS SURPLUS**

WHEREAS, the Indianola Parks Department issued a Request for Proposal (RFP) for a utility compact tractor with two alternates as described on the attached memo to replace the 2005 Kubota L4630 tractor currently utilized by the department, and

WHEREAS, responses to said RFP were received on Tuesday, February 18, 2020 as listed on the attached memo; and

WHEREAS, Vetter Equipment, Indianola, Iowa submitted the low bid which included the trade-in of the current utility tractor and the two alternates, and

WHEREAS, the purchase of the utility tractor is included in the department's budget.

BE IT THEREFORE RESOLVED, that the City Council of Indianola

- (1) the 2005 Kubota L4630 tractor currently being utilized by the Parks Department is declared as surplus, and
- (2) the quote from Vetter Equipment, Indianola, Iowa as described in the attached memo with the two alternates at a net cost of \$27,850.00 is hereby approved, and
- (3) authorizes City staff to execute documents to finalize purchase of the Case IH tractor from Vetter Equipment.

Passed and adopted this 2nd day of March, 2020.

Kelly B. Shaw
Mayor

ATTEST:

Andrew J. Lent
City Clerk/Finance Director

Meeting Date: 03/02/2020

Subject

Resolution approving the purchase of a 2017 John Deere 622G Motor Grader for the Streets Department in the amount of \$187,647.00.

Information

Fiscal Impact

Attachments

Resolution for grader purchase
Grader purchase memorandum
Grader information packet

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

RESOLUTION APPROVING PURCHASE OF
2017 JOHN DEERE 622G MOTOR GRADER

WHEREAS, the 2003 Case 865 Motor Grader is an integral part of the Indianola Streets Department equipment inventory, and

WHEREAS, repairs to said equipment will cost more than the value of the equipment; and

WHEREAS, said equipment was scheduled for replacement in FY2023, and

WHEREAS, staff is working with Murphy Tractor & Equipment on the purchase of a 2017 John Deere 622G Motor Grader as described in the attached memo, and

WHEREAS, quotes for similar equipment indicate that the offered price for the John Deere 622G is favorable for the City.

BE IT THEREFORE RESOLVED, that the City Council of Indianola

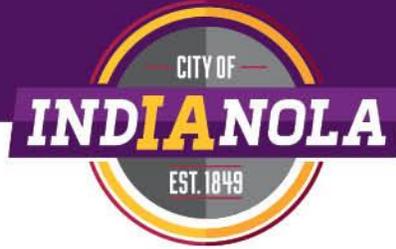
- (1) approves the purchase of the John Deere 622G Motor Grader as described in the attached memo and purchase agreement is approved, and
- (2) authorizes City staff to execute documents to finalize purchase of the John Deere 622G Motor Grader.

Passed and adopted this 2nd day of March, 2020.

Kelly B. Shaw
Mayor

ATTEST:

Andrew J. Lent
City Clerk/Finance Director



— STREET DEPARTMENT —

To: Mayor and Council
From: Bart Weller, Interim Public Works Director
Matt Anders, Heavy Equipment Operator
CC: Ryan Waller, City Manager
Andrew J. Lent, City Clerk/Finance Director
Date: March 2, 2020
Re: Motor Grader Purchase

In 2023, the Street Department scheduled the replacement of the 2003 Motor Grader machine for an estimated cost of \$250,000. This purchase was included in the Capital Improvement Plan as presented to the Council in October 2019. The Grader is an essential piece of equipment for snow removal around the downtown square and maintaining unpaved streets within city limits. The department is requesting to move the replacement to FY2021 and for Council to approve the purchase of the Grader described below.

Recently, the transmission and other items on the 2003 Grader needed to be repaired at a quoted price of \$47,850 to repair all items that needed to be fixed. In researching Graders of similar age and hours currently at auction, staff found that the 2003 Grader was worth less than \$50,000. This information is provided with this memo on the first page of the attached information.

Murphy Tractor & Equipment Company in Des Moines currently has a 2017 John Deere Motor Grader demo model with 446 operating hours, that they wish to sell. The purchase agreement is included with this memo. The base cost is \$201,647, and following a trade-in discount of \$14,000, the cost is \$187,647. This includes a seven-year, 4000-hour comprehensive warranty. The warranty should not expire in seven years, since the department puts on an average of 500 hours of use on the current machine. In the purchase agreement included with this memo, the City will be charged a rent payment of \$8,000 and then be required to pay the remainder after July 1, 2020, which is the beginning of FY2021. This information is provided on pages 2-7 of the attached document.

By comparison, staff has included quotes from Titan Machinery for a newer and smaller model at a total bid of \$210,000 and from John Deere for a new model at a total bid of \$217,687. These quotes are after the trade-in allowance. The receipt of these quotes satisfies the Council's policy of receiving semi-formal competitive quotations for equipment over \$40,000. This information is on pages 8-9 of the attached document.

The purchase of the Grader will be included in the FY2021 budget presented to the Council for adoption with funding from the Road Use Tax Fund. Approval of the purchase at this time allows the department to have the Grader available should it be needed for snow removal.

Staff recommends approval of the purchase from Murphy Tractor & Equipment Company for the 2017 John Deere 622G Motor Grader at a cost of \$187,647.

City of Indianola

Street Department
706 N 6 Street
Indianola, Iowa 50125



Year model	Hours	Price
2003 Case 865	4268	Indianola owned
Comparable machines for sale		
2004 Case 865	1674	69500
2005 Case 865	3699	52309
2005 Case 865	1114	98750
2005 Case 865	2590	67000
2007 Case 865	2215	54583

Unit 27 2003 Case 865 repair estimate		
Option #1 repair transmission only Note engine still has knock	39332 Core ? 4000	43332
Option # 2 repair transmission, engine oil leak, instrument panel Note engine still has knock	43850 Core ? 4000	47850
Note if Transmission core is not good will be 4000 added to estimate		

Rent	Per month cost	Hours limit per month	fee per hour if over 100
Comparable machines for rent			
Murphy tractor John deer	8000	100	80
Note any money spent on rent may be applied to purchase of rented equipment			
Titan Machinery Case	5500 3 month min	non	
note will be a much smaller machine			
Note any money spent on rent may be applied to purchase of rented equipment			

Trade in Value	
city owned 865 as sits	
Titan Machinery Case	7000

PURCHASER NAME AND ADDRESS (First Signer)			
NAME(First, Middle, Last) CITY OF INDIANOLA			
STREET or RR 110 N 1ST ST			
CITY INDIANOLA	STATE IA	ZIP CODE 50125	COUNTY Warren
PHONE NUMBER	EMAIL ADDRESS		
REWARDS # 993214478			
PURCHASER NAME AND ADDRESS (Second Signer)			
NAME(First, Middle, Last)			
STREET or RR			
CITY	STATE	ZIP CODE	COUNTY
PHONE NUMBER	EMAIL ADDRESS		
REWARDS #			

DEALER NAME AND ADDRESS			
DEALER NAME Murphy Tractor & Equipment		Dealer Account No. : 177941	
STREET or RR 5087 E Broadway Ave			
CITY Des Moines	STATE IA	ZIP CODE 50317-4744	Phone Number 515-263-0055
Date Of Order: Jan 29, 2020			
Dealer Order No.: 17902078		TYPE OF SALE: <input checked="" type="checkbox"/> CASH <input type="checkbox"/> LEASE <input type="checkbox"/> TIME SALE	
PURCHASER TYPE: 5 City/Town/Village		MARKET USE CODE: 49 Highways & Streets	
Add Purchaser to Mailing List (Check One or More)			
<input type="checkbox"/> Construction <input type="checkbox"/> Utility <input type="checkbox"/> Forestry <input type="checkbox"/> Government			
PURCHASER IS: <input checked="" type="checkbox"/> Business <input type="checkbox"/> Individual		Purchaser Acct.:	
<input type="checkbox"/> SOCIAL SECURITY <input type="checkbox"/> IRS TAX ID NO <input type="checkbox"/> EIN			
NO.:			

EXTENDED WARRANTY IS: <input checked="" type="checkbox"/> Accept <input type="checkbox"/> Decline	LOCATION OF FIRST WORKING USE : Use County WARREN	Use State/Province IA	COUNTY CODE 181					
Ultimate Uptime Package Purchase: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	(Initials) [Redacted]							
QTY	NEW	DEMO	RENT	UNIT	EQUIPMENT (Model, Size, Description)	Hours of Use	PIN or Serial Number	Delivered Cash Price
1	X				2017 JOHN DEERE 622G MOTOR GRADER with 6WD Stock # 155610	454	1DW622GPAHF681320	
+ John Deere Extended Warranty : 84 Month 4000 Hour Comprehensive Warranty w/ Travel Time & Mileage								
- DECLINED :John Deere Preventative Maintenance :								
(1) TOTAL CASH PRICE								\$ 201,647 00

QTY	TRADE-IN (Model, Size, Description)	Hours of Use	PIN or Serial Number	AMOUNT
1	2003 Case 865	4268	HBZ022040	\$ 14,000 00
COMMENTS:				
1 Month Rental Purchase				(2) TOTAL TRADE-IN ALLOWANCE \$ 14,000 00
\$8,000 Per Month				(3) TOTAL TRADE-IN PAY-OFF \$ 0 00
100% Apply to Purchase				(4) BALANCE \$ 187,647 00
Final Payment Due by July 10th, 2020				(5) SUBTOTAL \$ 187,647 00
\$14,000 Trade Price for Case Grader can be applied if decided to accept				(6) RENTAL APPLIED \$ 8,000 00
				(7) CASH WITH ORDER \$ 0 00
				(8) BALANCE DUE (5-(6 & 7) \$ 179,647 00

ACKNOWLEDGMENTS: Purchaser offers to sell, transfer, and convey the item(s) listed as "Trade In" to the Dealer at or prior to the time of delivery of the above product(s), as a "trade-in" to be applied against the cash price. Purchaser represents that each "trade-in" item shall be free and clear of all security interests, liens, and encumbrances at the time of transfer to the Dealer except to the extent shown below. The price to be allowed for each "trade-in" item is listed on this document. The Purchaser promises to pay the balance due (line 8) shown hereon in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement for the purchase price of the Product(s), plus additional charges shown thereon, or to execute a Lease Agreement, on or before delivery of the equipment ordered herein. Despite delivery of the Product(s) to the Purchaser, title shall remain with the Seller until one of the foregoing is accomplished. The Purchaser and the Dealer agree that this Purchase Order is not a security agreement and that delivery of the Product(s) to the Purchaser pursuant to this Purchase Order will not constitute possession of the Product(s) by the Purchaser, as a debtor, for the purposes of the purchase money security provisions in any statutes relating to personal property security or its equivalent. Purchaser understands that its rights in connection with this purchase are limited as set forth in this Purchase Order.

Quote ID: 21146045

Customer Name: CITY OF INDIANOLA

DISCLOSURE OF REGULATION APPLICABILITY: When operated in California, any off-road diesel vehicle may be subject to the California Air Resources Board In-Use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants. More information is available on the California Air Resources Board website at <http://www.arb.ca.gov/msprog/ordiesel/ordiesel.htm>.

IMPORTANT WARRANTY NOTICE: The Standard Warranty for new John Deere construction and forestry products is set forth in a separate document provided by the dealer. Please read the Standard Warranty carefully before signing. No express warranty is made unless specified in the Warranty Statement. PURCHASER'S RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS INDICATED IN THE STANDARD WARRANTY AND PURCHASE ORDER. WHERE PERMITTED BY LAW, NO IMPLIED WARRANTY OF MERCHANTABILITY, CONDITIONS OR FITNESS IS MADE.

The undersigned purchaser(s) (the "Purchaser") hereby orders the product(s) (the "Product") described above from the Dealer. The Dealer shall not be liable for failure to provide the Product or for any delay in delivery if such failure or delay is due to the Dealer's inability to obtain such Product from the manufacturer or supplier or other cause beyond the Dealer's control. The cash price shown above is subject to the Dealer receiving the Product from the manufacturer or supplier prior to any change in price by the manufacturer or supplier and is also subject to any new or increased taxes being imposed upon the sale of the Product after the date of this Purchase Order.

TERMS & CONDITIONS VERIFICATION STATEMENT : Use of John Deere Data Services, if applicable, and all rights and obligations of John Deere and the Purchaser (or "Customer" as identified in the applicable agreement), are governed by the terms and conditions outlined in the Warranty Statement and the applicable John Deere Construction & Forestry Company Subscriptions & Data Services Dealer Agreement and/or Customer Data Services agreements available at www.johndeere.com/Agreements. Purchaser agrees to be bound by these terms and conditions if Purchaser activates or otherwise uses any of the Data Services. If Purchaser does not agree to these terms and conditions, Purchaser must not activate or otherwise use the Data Services.

USE OF INFORMATION/PRIVACY NOTICE I understand that John Deere Construction & Forestry Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/privacy-statements/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

Purchaser's signature below acknowledges the Purchaser has received a copy of the Standard Warranty, Version (Initials) and understands its terms and conditions.

Purchaser (First Signer)	CITY OF INDIANOLA	Signature		Date	_____
Purchaser (Second Signer)		Signature	_____	Date	_____
Dealer Representative	Murphy Tractor & Equipment	Signature	_____	Date	_____
Salesperson	PEARCE, TONY	Signature		Date	_____

DELIVERY ACKNOWLEDGEMENT	Delivered with Operator's Manual On: <input style="width: 50px; height: 20px;" type="checkbox"/>	Purchaser Signature
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Quote Summary

Prepared For:

CITY OF INDIANOLA - STREETS DEPARTMENT
 110 N 1st St
 Indianola, IA 50125

Prepared By:

TONY PEARCE
 Murphy Tractor & Equipment
 5087 E Broadway Ave
 Des Moines, IA 50317-4744
 Phone: 515-263-0055
 Mobile: 515-346-9660
 tpearce@murphytractor.com

Quote Id: 21146045
Created On: 28 January 2020
Last Modified On: 29 January 2020
Expiration Date: 28 February 2020

Equipment Summary

2017 JOHN DEERE 622G MOTOR
 GRADER with 6WD -
 1DW622GPAHF681320

Qty	Extended
1	

Equipment Total

\$ 186,475.00

Quote Summary

Equipment Total	\$ 186,475.00
SubTotal	\$ 186,475.00
Total	\$ 186,475.00
Balance Due	\$ 186,475.00

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 21146045

Customer: CITY OF INDIANOLA - STREETS DEPARTMENT

2017 JOHN DEERE 622G MOTOR GRADER with 6WD - 1DW622GPAHF681320

 Hours: 446
 Stock Number: 155610

Code	Description	Qty
1200DW	14FT FRONT SCARIFIER DUAL JOYSTICK	1
Standard Options - Per Unit		
1200DW170C	JDLINK ULT 5 YEAR SERVICE	1
1200DW1030	MULTIFUNC JOYSTICK CONTROLS	1
1200DW1145	6.8L ENG,EPA FINAL TIER IV	1
1200DW1240	ALTERNATOR 200 AMP	1
1200DW1320	NO QUICK SERVICE	1
1200DW1420	SEV DUTY FUEL FILTER/LINES	1
1200DW1610	HYDRAULIC PUMP DISCONNECT	1
1200DW1830	BLACK EXHAUST STACK	1
1200DW1920	NO BLADE IMPACT ABSORPTION	1
1200DW2050	14'X24"X7/8" MB (6"CEX5/8")	1
1200DW2575	NOT TOPCON READY	1
1200DW2605	ENGLISH OPERATOR MANUAL	1
1200DW2775	NO TOPCON RADIO INSTALLATION	1
1200DW2820	SNGL INPUT W/ SLIP CLUTCH	1
1200DW2920	NO GP MAST MOUNTS	1
1200DW4416	14R24 G2 1* MICH 3PC RIM	1
1200DW5060	EH LOW CAB W/ WINDOWS	1
1200DW5510	AUTOSHIFT TRANSMISSION	1
1200DW5710	TRANS VALVE SOLENOID GUARD	1
1200DW5815	HYDRAU-GREASE,OIL,FUEL,COOLN	1
1200DW6030	NO CAB PRECLEANER	1
1200DW6140	PREM POST/CONT FAB EH CNTRLS	1
1200DW6585	EH FRT W 1AUX/MID W 1AUX	1
1200DW6650	EH PLACE HOLDER	1
1200DW6720	FRONT MOUNTED SCARIFIER	1
1200DW6830	REAR HITCH AND PIN	1
1200DW7160	DLX LIGHTING PKG W/HAL +8XTR	1
1200DW7510	BATTERY RANGE HOLD	1
1200DW7610	REVERSING FAN	1
1200DW7820	NO FRONT FENDERS	1
1200DW8120	CONVERTER, 25 AMP 24V TO 12V	1
1200DW8220	MIRRORS, EXTERNAL HEATED	1
1200DW8310	LOWER FRONT INT WIPER/WASHER	1

Selling Equipment

Quote Id: 21146045

Customer: CITY OF INDIANOLA - STREETS DEPARTMENT

1200DW8415	RADIO AM/FM/WB BLUETOOTH	1
1200DW8510	A/C - CHARGE	1
1200DW8610	OPTIONAL AC RANGE HOLD	1
1200DW8730	NO SOUND ABSORPTION PKG	1
1200DW8810	REAR CAMERA	1
1200DW9120	SUNVISOR-FRONT WINDOW	1
1200DW9130	REAR RETRACTABLE SUNSHADE	1
1200DW9135	MLTIPRPS BRKTS W/GRAB HANDLE	1
1200DW9273	RT SIDE ENGINE WORK LIGHT	1
1200DW9299	BEACON STROBE LEFT	1
1200DW9360	HEATER ENG COOLANT	1
1200DW9410	REAR WIPER	1



5087 E BROADWAY AVE
DES MOINES, IA 50317
515-263-0055

10893 112 ROAD
DODGE CITY, KS 67801
620-227-3139

1303 3RD AVE NW
FORT DODGE, IA 50501
515-576-3184

220810 HWY 92
GERING, NE 69341
308-436-2177

3204 S ENGLEMAN RD
GRAND ISLAND, NE 68803
308-381-0741

325 S. HWY 281
GREAT BEND, KS 67530
620-792-2748

8600 NE PARVIN RD
KANSAS CITY, MO 64161
816-483-5000

6100 ARBOR RD
LINCOLN, NE 68517
402-467-1300

3701 S. JEFFERS ST
NORTH PLATTE, NE 69101
308-534-7020

9751 S 148TH ST
OMAHA, NE 68138
402-894-1899

4900 HARBOR DR
SIOUX CITY, IA 51111
712-252-2753

1401 S STATE HIGHWAY MM
SPRINGFIELD, MO 65802
417-863-1000

1621 NW GAGE BLVD
TOPEKA, KS 66618
785-233-0556

1410 W. OKLAHOMA AVE
ULYSSES, KS 67880
620-356-1071

3469 W. AIRLINE HWY
WATERLOO, IA 50703
319-235-7085

CORPORATE OFFICE:

5375 N DEERE RD
PARK CITY, KS 67219
316-945-1015

City of Indianola Extended Warranty Options

84 Month 4000 Hour Comprehensive Warranty	\$15,172
84 Month 4000 Hour Power Train & Hydraulic Warranty	\$13,250

*These prices include all travel time and mileage charges for warrantable repairs to Indianola.

TITAN **MACHINERY**

Quotation # 264900

2290 54TH AVE NE, DES MOINES, IA | 515-974-5100

Quote Date: 1/29/2020

Quote Valid Until:

TIM DAVIS

CUSTOMER: INDIANOLA, CITY OF
CITY CLERK
110 N 1ST ST
PO BOX 299

Telephone: 515-961-9410
Cell Phone: -

PURCHASED EQUIPMENT:

<i>new</i>	1306860	QUICK QUOTE QQCE, Serial #	\$217,000.00
		Total Delivery Charge:	\$0.00
			Total Price: \$217,000.00

TRADE-IN EQUIPMENT:

(1) USED	2792775	CASE 865, Serial # HBZ022040	\$7,000.00
			Total Trade-In Allowance: \$7,000.00

QUOTE SUMMARY:

RETAIL FINANCE TERMS:
Finance Company:

Total Equipment/Trade Difference:	\$210,000.00
Other Options/Fees:	
Sales Tax:	\$0.00
Total Balance Due:	\$210,000.00

Payment Schedule

EST. NO. OF PAYMENTS	EST. PERIOD OF PAYMENTS	EST. BEGINNING MM/DD/YYYY	EST. AMOUNT OF EACH PAYMENT
	0 months		\$0.00

new unit

Quote Summary

Prepared For:
 CITY OF INDIANOLA
 110 N 1st St
 Indianola, IA 50125

Prepared By:
 TONY PEARCE
 Murphy Tractor & Equipment
 5087 E Broadway Ave
 Des Moines, IA 50317-4744
 Phone: 515-263-0055
 Mobile: 515-346-9660
 tpearce@murphytractor.com

Quote Id: 21146045
Created On: 28 January 2020
Last Modified On: 13 February 2020
Expiration Date: 28 February 2020

Equipment Summary	Qty	Extended
JOHN DEERE 622G MOTOR GRADER with 6WD	1	
John Deere Extended Warranty-84 Month 4000 Hour Comprehensive Warranty w/ Travel Time & Mileage	1	
Equipment Total		\$ 271,687.00

Quote Summary	
Equipment Total	\$ 271,687.00
SubTotal	\$ 271,687.00
Total	\$ 271,687.00
Balance Due	\$ 271,687.00

Salesperson : X _____

Accepted By : X _____

Meeting Date: 03/02/2020

Subject

Prior and final approval on Urban Revitalization Designations.

Information

The following comprise a list of prior and final Urban Revitalization Designations. All paperwork is in order. Also in your packet is a memorandum from Charlie Dissell, Director of Community and Economic Development.

Prior:

- Jerry's Homes, 306 N 18th St. - SFD
- Jerry's Homes, 402 N 18th St - SFD
- Jerry's Homes, 406 N 18th St - SFD
- Jerry's Homes, 408 N 18th St. - SFD
- Top Hat Homes Inc., 810 W Orchard - SFD
- Jerry's Homes, 1704 E Detroit - SFD
- Jerry's Homes, 1708 Detroit Pl. - SFD
- Jerry's Homes, 1709 E Clinton - SFD
- Jerry's Homes, 1710 E Clinton - SFD

Final:

- Jerry's Homes, 306 N 18th St. - SFD
- Jerry's Homes, 400 N 18th St. - SFD
- Groundbreaker Homes, 1308 S L Ct. - SFD
- WJH LLC, 1506 E Euclid Ave - SFD
- WJH LLC, 1508 E Euclid Ave - SFD
- WJH LLC, 1600 E Euclid Ave - SFD
- Jerry's Homes, 1709 E Clinton - SFD
- Jerry's Homes, 1710 E Clinton - SFD
- Jerry's Homes, 1710 E Detroit PI - SFD

Fiscal Impact

Attachments

Memorandum



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: February 21, 2020
Re: Final approval on application for Urban Revitalization Designation

At its meeting on February 18, the City Council approved a final application for Urban Revitalization Status for 1502 East Euclid Avenue. This application was submitted by staff for approval, however, was done by mistake due to a processing error regarding a final certificate of occupancy. This error was realized on February 19 before the final application was submitted to the County for processing.

The address that should have been submitted was for 1506 East Euclid, and this application is included in the list of approvals at Council's March 2nd meeting.

I will attend the March 2nd Council meeting if you have any questions.



Meeting Date: 03/02/2020

Subject

Resolution Approving Salaries.

Information

This action sets salaries per the personnel management guide, union contract and seasonal salaries.

Fiscal Impact

Attachments

Resolution Approving Salaries

**RESOLUTION 2020-
APPROVING SALARIES**

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, IOWA:

This action sets salaries per the personnel management guide, union contract and seasonal salaries:

Matt Fitch, Part-time Paramedic, \$19.32/hour, effective February 17, 2020.

Joe McCurdy, Part-time EMS, \$15.34/hour, effective February 20, 2020.

Kameron Graves, Part-time EMS, \$15.34/hour, effective February 17, 2020.

Ben Burzette, Seasonal Street Sweeper, from \$18.00/hour to \$18.50/hour, effective March 1, 2020.

Lisa Boege, Parks and Recreation Concessions Manager, from \$12.00/hour to \$12.50/hour, effective March 1, 2020.

Ben Richardson, from Seasonal Lifeguard – Year 3, \$9.00/hour to Seasonal Pool Manager – Year 1, \$11.00/hour, effective February 18, 2020.

Lawrence Foster, from Seasonal Lifeguard – Year 3, \$9.00/hour to Seasonal Pool Manager – Year 1, \$11.00/hour, effective February 18, 2020.

Liam Christensen, from Seasonal Lifeguard – Year 2, \$8.50/hour to Seasonal Pool Manager – Year 1, \$11.00/hour, effective February 18, 2020.

Collin Geurts, from Seasonal Pool Manager – Year 1, \$11.00/hour to Seasonal Pool Manager – Year 2, \$11.50/hour, effective February 20, 2020.

Caleb Williams, Parks and Recreation Concessions Attendant, \$8.00/hour, effective March 21, 2020.

Logan Darrah, Parks and Recreation Concessions Attendant from \$8.00/hour to \$8.25/hour, effective April 12, 2020.

Logan Grover, Parks and Recreation Concessions Attendant from \$8.00/hour to \$8.25/hour, effective May 24, 2020.

Jessica Anderson, Parks and Recreation Concessions Attendant from \$8.00/hour to \$8.25/hour, effective May 10, 2020.

Hannah Riggs, Parks and Recreation Concessions Attendant \$8.00/hour, effective March 21, 2020.

Suzanne Anderson, Parks and Recreation Concessions Attendant \$9.00/hour, effective March 21, 2020.

Katelyn Riggs, Parks and Recreation Concessions Attendant, \$8.00/hour, effective March 21, 2020.

Passed and approved on the 18 day of February 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andy Lent, City Clerk

Meeting Date: 03/02/2020

Subject

Claims on the computer printout for March 2, 2020.

Information

Fiscal Impact

Attachments

Vendor Report 0302

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACME TOOLS				
ACME TOOLS	SAFETY GAS CANS SPOUTS	02/13/2020	207.96	SEWER FUND
Total ACME TOOLS:			207.96	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	REPLACEMENT COFFEE POTS	02/05/2020	32.42	PARK & RECREATI
AMAZON CAPITAL SERVICES	THINK SPRING SEMINAR SUPPLIES	02/19/2020	31.95	PARK & RECREATI
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	02/12/2020	56.76	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			121.13	
APEX PROPERTY SERVICES				
APEX PROPERTY SERVICES	1906 WEST EUCLID ABATEMENT	02/10/2020	1,440.00	GENERAL FUND
Total APEX PROPERTY SERVICES:			1,440.00	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	CITY INVESTMENT ACCT OCT/NOV FEES	01/11/2020	3,422.87	GENERAL FUND
BANKERS TRUST COMPANY	CITY INVESTMENT ACCT PERIODIC FEES	01/11/2020	1,739.49	GENERAL FUND
Total BANKERS TRUST COMPANY:			5,162.36	
BFG SUPPLY COMPANY				
BFG SUPPLY COMPANY	GREENHOUSE SUPPLIES	02/10/2020	526.31	PARK & RECREATI
BFG SUPPLY COMPANY	GREENHOUSE SUPPLIES	02/10/2020	135.27	PARK & RECREATI
Total BFG SUPPLY COMPANY:			661.58	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	NAME PLATES - LISA WILSON	02/11/2020	21.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			21.00	
BOOT BARN				
BOOT BARN	ERIK ELWELL CLOTHING	01/30/2020	350.07	ROAD USE TAX FU
Total BOOT BARN:			350.07	
BUSSANMAS TOWING				
BUSSANMAS TOWING	TOWING #7	01/20/2020	300.00	ROAD USE TAX FU
Total BUSSANMAS TOWING:			300.00	
BUTTON, DAVID				
BUTTON, DAVID	ATHLETIC CTR REIMBURSEMENT	02/14/2020	15.00	POLICE FUND
Total BUTTON, DAVID:			15.00	
CASH				
CASH	OPENING CASH-PETTY CASH BRUSH FACILI	02/25/2020	300.00	GENERAL FUND
Total CASH:			300.00	
CASUAL RAGS				
CASUAL RAGS	COMM DEV SHIRTS	02/12/2020	219.94	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CASUAL RAGS:			219.94	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE 1/22-2/21	01/22/2020	54.13	GENERAL FUND
Total CENTURYLINK:			54.13	
CERTIFIED POWER INC				
CERTIFIED POWER INC	PLOW LEVER	02/04/2020	90.00	ROAD USE TAX FU
Total CERTIFIED POWER INC:			90.00	
CHITTENDEN, MARTY				
CHITTENDEN, MARTY	CLOTHING ALLOWANCE FY 19-20	02/17/2020	264.93	PARK & RECREATI
Total CHITTENDEN, MARTY:			264.93	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	KEROSENE	02/20/2020	95.19	SEWER FUND
Total CHUMBLEY & JONES OIL:			95.19	
CINTAS CORPORATION				
CINTAS CORPORATION	FIRST AID SUPPLIES	02/19/2020	6.78	PARK & RECREATI
CINTAS CORPORATION	FIRST AID SUPPLIES	02/19/2020	29.86	ROAD USE TAX FU
Total CINTAS CORPORATION:			36.64	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	1506 N C MAILBOX REPAIR	02/18/2020	91.98	ROAD USE TAX FU
CIRCLE B CASHWAY	1506 N C MAILBOX REPAIR	02/20/2020	11.85	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			103.83	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES	01/31/2020	3,035.07	GENERAL FUND
CITY OF INDIANOLA - UTILITY	RENEWABLE	01/31/2020	231.00	FIRE FUND
CITY OF INDIANOLA - UTILITY	STREETLIGHTS	01/31/2020	19,825.77	GENERAL FUND
CITY OF INDIANOLA - UTILITY	STREET DEPT	01/31/2020	671.98	ROAD USE TAX FU
Total CITY OF INDIANOLA - UTILITY:			23,763.82	
CONFLUENCE, INC.				
CONFLUENCE, INC.	PROFESSIONAL SERVICES JAN 2020	02/12/2020	3,518.00	GENERAL FUND
Total CONFLUENCE, INC.:			3,518.00	
CORTNEY, McALEXANDER				
CORTNEY, McALEXANDER	REIMBURSE MAIL EXPENSE	02/06/2020	34.39	GENERAL FUND
Total CORTNEY, McALEXANDER:			34.39	
CR SERVICES				
CR SERVICES	SAFETY GLASSES	02/10/2020	114.60	ROAD USE TAX FU
CR SERVICES	TOILET PAPER, HAND SOAP, DISINFECTANT	02/10/2020	33.53	ROAD USE TAX FU
CR SERVICES	CLEANING SUPPLIES	02/17/2020	181.25	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CR SERVICES:			329.38	
CROUSE CAFE				
CROUSE CAFE	FOOD-EMPLOYEE ENGAGEMENT	02/20/2020	119.92	GENERAL FUND
Total CROUSE CAFE:			119.92	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR	02/11/2020	30.22	ROAD USE TAX FU
DOWNEY TIRE PROS	TIRE REPAIR DUMP TRUCK #7	02/12/2020	40.25	ROAD USE TAX FU
Total DOWNEY TIRE PROS:			70.47	
ELECTRICAL ENG & EQUIP				
ELECTRICAL ENG & EQUIP	EMERGENCY LIGHT FOR STAIRWELL	01/28/2020	103.70	GENERAL FUND
Total ELECTRICAL ENG & EQUIP:			103.70	
FAREWAY STORE				
FAREWAY STORE	FOOD EMPLOYEE ENGAGEMENT EVENT	02/19/2020	19.86	GENERAL FUND
Total FAREWAY STORE:			19.86	
FORMATION GROUP				
FORMATION GROUP	CITY HALL ASSESSMENT	01/31/2020	900.00	GENERAL FUND
Total FORMATION GROUP:			900.00	
HY-VEE				
HY-VEE	FAMILY SWEETHEART DANCE-CATERING	02/08/2020	791.50	PARK & RECREATI
HY-VEE	COOKIES FOR LUNCH & LEARN	02/05/2020	38.97	PARK & RECREATI
HY-VEE	COOKIES FOR LUNCH & LEARN	02/06/2020	11.97	PARK & RECREATI
Total HY-VEE:			842.44	
IMU TELECOM				
IMU TELECOM	PROFESSIONAL SERVICES US 2%	03/01/2020	698.67	STORMWATER UTI
IMU TELECOM	PROFESSIONAL SERVICES US 11%	03/01/2020	3,842.67	SEWER FUND
IMU TELECOM	PROFESSIONAL SERVICES US 2%	03/01/2020	698.67	RECYCLING FUND
Total IMU TELECOM:			5,240.01	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPER CUT & CONN	02/18/2020	3,260.60	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	PARKS - COLOR PRINTING	02/18/2020	.18	PARK & RECREATI
Total INFOMAX OFFICE SYSTEMS INC.:			3,260.78	
IOWA AUDUBON				
IOWA AUDUBON	THINK SPRING SPEAKER - DOUGLAS HARR	02/18/2020	50.00	PARK & RECREATI
Total IOWA AUDUBON:			50.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	02/14/2020	118.80	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA ONE CALL:			118.80	
IOWA UTILITY ASSOCIATION				
IOWA UTILITY ASSOCIATION	SMART CONFERENCE 2020 - CHARLIE DISS	02/20/2020	75.00	GENERAL FUND
Total IOWA UTILITY ASSOCIATION:			75.00	
JV TRUCKING LLC				
JV TRUCKING LLC	ICE CONTROL SAND	01/28/2020	1,343.10	ROAD USE TAX FU
JV TRUCKING LLC	ICE CONTROL SAND	02/17/2020	796.20	ROAD USE TAX FU
Total JV TRUCKING LLC:			2,139.30	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	02/13/2020	1,324.50	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,324.50	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - MARCH 202	02/26/2020	2,912.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,912.00	
KOTTMAN, CHRIS				
KOTTMAN, CHRIS	REFUND OF DEPOSIT - SHULL ROOM	02/12/2020	50.00	PARK & RECREATI
Total KOTTMAN, CHRIS:			50.00	
KRUPICKA, JESSICA				
KRUPICKA, JESSICA	THINK SPRING SPEAKER	02/18/2020	175.00	PARK & RECREATI
Total KRUPICKA, JESSICA:			175.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	WIRE, BOLTS	02/04/2020	84.66	ROAD USE TAX FU
LAWSON PRODUCTS	CABLE TIES, BUTT CONNECTOR	02/04/2020	65.17	ROAD USE TAX FU
LAWSON PRODUCTS	PLOW BOLT & CABLE TIES	02/05/2020	46.72	ROAD USE TAX FU
LAWSON PRODUCTS	RETURNED PLOW BOLT	02/05/2020	31.68	ROAD USE TAX FU
Total LAWSON PRODUCTS:			164.87	
LUNDE, SEAN				
LUNDE, SEAN	ATHLETIC REIMBURSEMENT	02/18/2020	15.00	FIRE FUND
Total LUNDE, SEAN:			15.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	ADAPTER, NOZZLE, ANCHOR BIT	01/30/2020	24.80	ROAD USE TAX FU
MCCOY HARDWARE INC	SECURITY BIT SET	02/10/2020	18.21	PARK & RECREATI
MCCOY HARDWARE INC	GREENHOUSE CLEANING SUPPLIES	02/10/2020	33.26	PARK & RECREATI
MCCOY HARDWARE INC	JOINT COMPOUND	02/13/2020	8.99	PARK & RECREATI
MCCOY HARDWARE INC	COVE ADHESIVE	02/18/2020	5.94	PARK & RECREATI
MCCOY HARDWARE INC	FLASHLIGHT BATTERIES	02/19/2020	29.14	SEWER FUND
MCCOY HARDWARE INC	#1 SQUARE BITS	02/12/2020	2.06	PARK & RECREATI
MCCOY HARDWARE INC	WHITE BOARD MARKERS	02/12/2020	5.39	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MCCOY HARDWARE INC:			127.79	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	02/13/2020	12.36	GENERAL FUND
MID AMERICAN ENERGY CO.	26321-30003 ST LIGHTING	02/13/2020	128.52	GENERAL FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	02/18/2020	77.17	SEWER FUND
MID AMERICAN ENERGY CO.	09750-89035 WESLEY LIFT	02/18/2020	44.96	SEWER FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS. LIFT	02/20/2020	62.63	SEWER FUND
Total MID AMERICAN ENERGY CO.:			325.64	
MID-IOWA OCCUPATIONAL TESTING				
MID-IOWA OCCUPATIONAL TES	DRUG & ALCOHOL TESTING	02/07/2020	251.66	ROAD USE TAX FU
Total MID-IOWA OCCUPATIONAL TESTING:			251.66	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	INSTALL 3 EXIT/EMERGENCY FIXTURES	02/07/2020	325.00	PARK & RECREATI
MILLER ELECTRIC SERVICES	EXIT LIGHT INSTALL	02/13/2020	234.57	GENERAL FUND
Total MILLER ELECTRIC SERVICES:			559.57	
MURPHY TRACTOR & EQUIPMENT				
MURPHY TRACTOR & EQUIPME	RENTAL OF UNIT 27	02/10/2020	8,000.00	ROAD USE TAX FU
Total MURPHY TRACTOR & EQUIPMENT:			8,000.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	FUEL TANK PARTS	01/30/2020	43.78	ROAD USE TAX FU
NAPA AUTO PARTS	SHOP TOOL	02/13/2020	39.99	ROAD USE TAX FU
Total NAPA AUTO PARTS:			83.77	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	HEADLIGHT BULB	01/30/2020	7.42	ROAD USE TAX FU
O'REILLY AUTO PARTS	ANTIFREEZE, P/S FLUID	02/04/2020	39.97	ROAD USE TAX FU
O'REILLY AUTO PARTS	OIL FILTER & OIL	02/04/2020	70.12	ROAD USE TAX FU
O'REILLY AUTO PARTS	BATTERY OIL FILTER	02/04/2020	205.39	ROAD USE TAX FU
O'REILLY AUTO PARTS	OIL & CABIN FILTER	02/06/2020	17.44	ROAD USE TAX FU
O'REILLY AUTO PARTS	FUEL FILTERS FOR VENTRAC	02/11/2020	30.62	PARK & RECREATI
O'REILLY AUTO PARTS	GORILLA GLUE	02/11/2020	5.99	PARK & RECREATI
O'REILLY AUTO PARTS	ANTIFREEZE	02/12/2020	19.99	PARK & RECREATI
O'REILLY AUTO PARTS	DIESEL GEL ADITIVE	02/12/2020	112.68	ROAD USE TAX FU
O'REILLY AUTO PARTS	HYDRO HOSE	02/12/2020	17.52	ROAD USE TAX FU
O'REILLY AUTO PARTS	HYDRO HOSE & FITTINGS #28	02/13/2020	33.76	ROAD USE TAX FU
O'REILLY AUTO PARTS	UNIT 12 SWITCH	02/14/2020	12.41	ROAD USE TAX FU
O'REILLY AUTO PARTS	UNIT 12 REPAIR	02/18/2020	21.11	ROAD USE TAX FU
O'REILLY AUTO PARTS	UNIT 23 PARTS	02/18/2020	30.31	ROAD USE TAX FU
O'REILLY AUTO PARTS	UNIT 12 REPAIR	02/19/2020	6.98	ROAD USE TAX FU
O'REILLY AUTO PARTS	PART FOR UNIT 24	02/19/2020	22.96	ROAD USE TAX FU
O'REILLY AUTO PARTS	RETURN SWITCH (0337-112436)	02/21/2020	12.41	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			642.26	
ORGLER, LISA				
ORGLER, LISA	THINK SPRING SPEAKER	02/18/2020	350.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total ORGLER, LISA:			350.00	
PAYETTE, AARON				
PAYETTE, AARON	ATHLETIC REIMBURSEMENT	02/04/2020	15.00	FIRE FUND
Total PAYETTE, AARON:			15.00	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REINFORCE STALL DOOR	02/11/2020	96.00	PARK & RECREATI
PIERCE BROTHERS REPAIR	WELDING ON PLOW MOUNT	01/21/2020	152.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			248.00	
PRAXAIR DISTRIBUTION INC				
PRAXAIR DISTRIBUTION INC	OXYGEN TANK FOR TORCH	01/31/2020	25.99	SEWER FUND
PRAXAIR DISTRIBUTION INC	LEASE FOR OXYGEN & ACETYLENE TANKS	01/31/2020	180.95	PARK & RECREATI
Total PRAXAIR DISTRIBUTION INC:			206.94	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	BACKGROUND CHECKS - THE ZONE	02/01/2020	35.60	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			35.60	
PURCHASE POWER				
PURCHASE POWER	POSTAGE	02/12/2020	498.00	GENERAL FUND
Total PURCHASE POWER:			498.00	
QUALITY LOGO PRODUCTS				
QUALITY LOGO PRODUCTS	EMPLOYEE ENGAGEMENT 2/20/20	01/30/2020	259.40	GENERAL FUND
Total QUALITY LOGO PRODUCTS:			259.40	
ROCKFORD RIGGING INC				
ROCKFORD RIGGING INC	EYELET FOR CABLE ON SERVICE TRUCK	01/31/2020	35.00	SEWER FUND
Total ROCKFORD RIGGING INC:			35.00	
SCHEFFERT, DEAN				
SCHEFFERT, DEAN	REPLACE MAILBOX	01/17/2020	49.94	CITY LIAB INS RES
Total SCHEFFERT, DEAN:			49.94	
SHER, BRIAN				
SHER, BRIAN	ATHLETIC REIMBURSEMENT	01/14/2020	15.00	POLICE FUND
Total SHER, BRIAN:			15.00	
SHULL, DOUG				
SHULL, DOUG	CONTRACTED SERVICES	02/27/2020	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	2018 (FY2019) DRAINAGE REPAIRS	01/31/2020	900.00	STORMWATER UTI
SNYDER & ASSOCIATES INC	SOUTH K STREET PAVING	01/31/2020	610.00	STREET CAPITAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SNYDER & ASSOCIATES INC	MUNICIPAL ENGINEERING-MISC SERVICES	01/31/2020	840.00	GENERAL FUND
SNYDER & ASSOCIATES INC	STREET ISSUES	01/31/2020	120.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES	01/31/2020	3,263.68	STORMWATER UTI
SNYDER & ASSOCIATES INC	SITE PLAN REIEW	01/31/2020	404.00	GENERAL FUND
SNYDER & ASSOCIATES INC	COMPREHENSIVE PLAN	01/31/2020	655.00	GENERAL FUND
SNYDER & ASSOCIATES INC	IOWA AVE PAVING	01/31/2020	5,905.10	STREET CAPITAL
Total SNYDER & ASSOCIATES INC:			12,697.78	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	ACTIVITY CENTER PEST CONTROL	02/05/2020	61.00	PARK & RECREATI
Total SPRINGER PROFESSIONAL HOME SERVICES:			61.00	
STOREY-KENWORTHY CO.				
STOREY-KENWORTHY CO.	FURNITURE FRONT OFFICE	02/12/2020	45,203.92	VEHICLE RESERV
Total STOREY-KENWORTHY CO.:			45,203.92	
SUPERIOR INDUSTRIAL EQUIPMENT				
SUPERIOR INDUSTRIAL EQUIP	NEW BLUE SLIDE PUMP	02/12/2020	10,311.04	CAPITAL PROJECT
Total SUPERIOR INDUSTRIAL EQUIPMENT:			10,311.04	
THEISEN'S				
THEISEN'S	#28 FUEL TANK	01/30/2020	4.69	ROAD USE TAX FU
THEISEN'S	SAFETY BOOTS & SWEATSHIRT - CHANDLE	02/10/2020	61.73	SEWER FUND
THEISEN'S	NO TRESPASSING SIGN	02/11/2020	5.18	SEWER FUND
THEISEN'S	SAFETY SHOES - RICK	02/11/2020	62.99	SEWER FUND
THEISEN'S	BALLAST	02/24/2020	32.99	PARK & RECREATI
THEISEN'S	SEED STARTER SHOP	02/18/2020	6.99	ROAD USE TAX FU
THEISEN'S	UNIT 27 PARTS	02/19/2020	33.48	ROAD USE TAX FU
Total THEISEN'S:			208.05	
THREE SMOOTH STONES				
THREE SMOOTH STONES	INSTRUCTION - STONE PAINTING	02/25/2020	240.00	PARK & RECREATI
Total THREE SMOOTH STONES:			240.00	
TOBY KID				
TOBY KID	BALLOON ARTIST-BE A HERO POOL PARTY	02/19/2020	250.00	POOL (MEMORIAL)
Total TOBY KID:			250.00	
TREE FUND				
TREE FUND	THINK SPRING SPEAKER	02/18/2020	50.00	PARK & RECREATI
Total TREE FUND:			50.00	
U.S. POSTMASTER				
U.S. POSTMASTER	POSTAGE	02/18/2020	2,500.00	GENERAL FUND
Total U.S. POSTMASTER:			2,500.00	
WARREN COUNTY OIL				
WARREN COUNTY OIL	OIL FOR EQUIPMENT	02/15/2020	413.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WARREN COUNTY OIL:			413.00	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	159.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES - 205 E BOSTON	02/13/2020	559.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	02/13/2020	10.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	02/13/2020	2.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	02/13/2020	4.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	02/13/2020	2.00	GENERAL FUND
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	322.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	236.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	354.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	109.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	457.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	463.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	446.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	273.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	302.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	384.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	MARCH 20 PROPERTY TAXES	02/13/2020	28.00	SEWER CAPITAL P
Total WARREN COUNTY TREASURER:			4,110.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	TRASH SERVICE	01/29/2020	36.47	ROAD USE TAX FU
Total WASTE MANAGEMENT OF IOWA:			36.47	
WINN'S PIZZA AND STEAK HOUSE				
WINN'S PIZZA AND STEAK HOU	FOOD - EMPLOYEE ENGAGEMENT 2/20/20	02/20/2020	111.42	GENERAL FUND
Total WINN'S PIZZA AND STEAK HOUSE:			111.42	
ZONES LLC				
ZONES LLC	BATTERY	02/11/2020	138.00	GENERAL FUND
Total ZONES LLC:			138.00	
Grand Totals:			142,788.58	

City Council: _____

Meeting Date: 03/02/2020

Subject

Treasurer's Report — Doug Shull

Information

Doug Shull will provide the Treasurer's Report for October 2019.

Fiscal Impact

Attachments

Treasurer's Report 1019

**FINANCIAL REPORT
MONTH OF OCTOBER, 2019**

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	2,265,192.20	367,928.41	234,235.12	191,989.63	5,498.36	2,585,376.76	
011 Police	1,009,717.05	764,702.77	221,025.35	349,513.83	4,753.58	1,898,154.72	
015 Fire	97,603.15	177,601.96	53,158.38	59,111.43	725.95	280,432.21	
016 Ambulance	(34,835.46)	189,910.36	130,970.55	170,747.59	4,113.69	190,738.25	
041 Library	81,019.23	161,903.73	38,886.71	55,142.52	3,180.86	255,997.91	
042 Park & Recreation	458,756.60	381,584.16	114,588.13	103,951.67	3,757.69	825,946.61	
045 Memorial Pool	123,192.46	41,210.72	11,966.90	2,786.68	-	155,222.96	
071 General Fund Debt Service	56,354.58	-	-	-	-	56,354.58	
099 Franchise Fees-MEC	663,629.45	14,871.91	-	-	-	678,501.36	
GENERAL FUND SUB-TOTAL	4,720,629.26	2,099,762.78	804,831.14	933,243.35	22,030.13	6,926,725.36	
110 Road Use Tax (Streets)	2,003,874.70	183,739.31	118,692.41	-	30,520.13	2,038,401.47	
112 Trust & Agency	10,506.54	844,449.00	-	-	844,449.00	10,506.54	
115 YMCA Maintenance Obligations	444,116.71	-	-	-	-	444,116.71	
121 Local Option Sales Tax	4,443,510.57	106,303.92	-	-	-	4,549,814.49	
125 TIF--Downtown	2,924,513.52	767,665.11	-	-	-	3,692,178.63	
141 Library Special Revenue	66,067.07	729.82	1,764.73	-	-	65,032.16	
142 Park & Rec Special Revenue	118,635.63	228.21	-	-	-	118,863.84	
160 Downtown Revolving Loan	137,138.55	-	-	-	-	137,138.55	
161 Downtown Business Inc Program	108,430.85	-	151.95	-	-	108,278.90	
177 Police Forfeiture	19,830.07	-	-	-	-	19,830.07	
190 Vehicle Reserve	933,829.70	-	99,391.05	-	-	834,438.65	
199 Police Retirement	37,362.63	42.57	-	-	2,083.33	35,321.87	
SPECIAL REVENUES SUB-TOTAL	11,247,816.54	1,903,157.94	220,000.14	-	877,052.46	12,053,921.88	
200 DEBT SERVICE (SUB-TOTAL)	1,081,677.08	234,307.14	55,403.34	7,758.33	-	1,268,339.21	
301 Capital Projects (General)	409,705.66	121,862.32	162,766.46	-	-	368,801.52	
321 Capital Projects (Streets)	8,946.93	-	23,455.24	-	-	(14,508.31)	
344 Community Athletic Facility	-	-	-	-	-	-	
353 Community ReDevelopment (D&D)	22,017.07	68,573.90	-	-	-	90,590.97	
CAPITAL PROJECTS SUB-TOTAL	440,669.66	190,436.22	186,221.70	-	-	444,884.18	
610 Sewer	994,200.42	-	92,306.29	136,132.25	32,564.76	1,005,461.62	
650 Stormwater Utility	549,830.20	17,071.26	33,028.86	-	6,123.00	527,749.60	
670 Recycling	139,954.44	23,645.57	27,255.89	-	798.00	135,546.12	
710 Sewer Capital Projects	1,118,470.04	282,154.60	106,564.24	-	209,431.99	1,084,628.41	
771 Sewer Reserve	114,238.70	-	-	-	-	114,238.70	
781 New Sewer Plant Construction	280,858.30	-	2,000.00	2,083.33	-	280,941.63	
791 Sewer Revenue Bonds	500,730.36	-	-	68,783.08	-	569,513.44	
820 Health Insurance	1,477,298.41	123,717.59	79,661.65	-	-	1,521,354.35	
830 Health Reimbursement Account	38,569.60	-	3,689.25	-	-	34,880.35	
840 Flex/STD	186,684.64	484.60	530.52	-	-	186,638.72	
850 Liability Insurance Reserve--City	19,935.07	19.34	-	-	-	19,954.41	
CITY UTILITY & IS SUB-TOTAL	5,420,770.18	447,092.96	345,036.70	206,998.66	248,917.75	5,480,907.35	
TOTAL CITY FUNDS	22,911,562.72	4,874,757.04	1,611,493.02	1,148,000.34	1,148,000.34	26,174,777.98	63%
TOTAL IMU FUNDS	15,128,701.00	2,336,335.10	2,260,358.38	175,341.67	175,341.67	15,204,677.72	37%
GRAND TOTAL CITY & IMU	38,040,263.72	7,211,092.14	3,871,851.40	1,323,342.01	1,323,342.01	41,379,504.46	
Cross Check Total						41,379,455.70	
Investments						Clerk's Balance	41,379,455.70
Bankers Trust	\$ 21,545,944.73	1.86%				Outstanding Deposit	
Iowa Public Agency Inv. Trust	\$ 115,451.13	1.56%				Bank Adjustment	\$ (10,715.56)
Payroll Account, TruBank	\$ -					Plus Outstanding Checks	\$ 122,693.44
Checking Account, TruBank	\$ 109,944.02	0.15%				Outstanding Deposit	
Sweep Account, TruBank	\$ 6,120,627.38	2.15%				Plus Outstanding Checks-	
Indianola Hometown Pride, TruBank	\$ 427.58					Telecom Tru Bank Account	
Indianola EMS - TruBank	\$ 922,425.89					Outstanding Deposit - Telecom	\$ (1,711.64)
Wells Fargo	\$ 1,696.94					Plus Bank Adjustment	
City USDA Funds - TruBank	\$ 75,000.00						
Bankers Trust IMU Elec Fiber Project	\$ 7,245,217.14	1.70%					
Bankers Trust IMU Debt Reserve - Peoples B	\$ 893,955.43	1.70%					
IMU USDA Funds - TruBank	\$ 375,000.00						
IMU Telecom - TruBank	\$ 430,614.87						
IMU Commercial Account	\$ 3,653,416.83						
BANK BALANCE	41,489,721.94					41,489,721.94	

600 Water	758,939.34	227,599.26	147,614.29	0.00	80,900.00	758,024.31
620 IMU Administration	-137,862.47	156,303.32	57,147.80	0.00	0.00	-38,706.95
625 Revolving Economic Development	113,001.01	116.09	0.00	0.00	0.00	113,117.10
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	6,309,555.72	1,553,441.08	1,430,196.05	22,566.67	94,441.67	6,360,925.75
640 Fiber/Communications	25,318.67	99,356.66	45,769.06	0.00	0.00	78,906.27
640 Fiber/Communications-eLation	497,652.17	202,031.62	227,020.68	0.00	0.00	472,663.11
700 Water Capital Projects	1,665,703.00	0.00	18,341.50	58,333.33	0.00	1,705,694.83
730 Electric Capital Projects	4,487,839.09	96,976.58	37,344.80	0.00	0.00	4,547,470.87
740 Fiber/Comm Capital Projects	20,475.58	495.00	0.00	0.00	0.00	20,970.58
740 Fiber/Comm Capital Projects-eLation	52,794.69	0.00	109,002.16	0.00	0.00	-56,207.47
770 Water Reserve	0.00	-	-	-	-	0.00
773 Electric Reserve	0.00	-	-	-	-	0.00
780 Water Capital Improvement	75,000.00	-	-	-	-	75,000.00
783 Electric Improvement	0.00	-	-	-	-	0.00
790 Water Revenue Bonds	0.00	-	-	-	-	0.00
793 Electric Revenue Bonds	871,313.82	-	187,922.04	94,441.67	-	777,833.45
855 Liability Insurance Reserve--IMU	13,970.38	15.49	-	-	-	13,985.87
IMU SUB-TOTAL	15,128,701.00	2,336,335.10	2,260,358.38	175,341.67	175,341.67	15,204,677.72

INTEREST DISTRIBUTION	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 14,842.00	32.57%	\$ 196,196.52	\$ 82,541.10
Water Funds	\$ 2,916.45	6.40%	\$ 36,491.66	\$ 14,958.23
Sewer Funds	\$ 3,249.11	7.13%	\$ 50,364.18	\$ 18,116.82
Police Retirement	\$ 50.13	0.11%	\$ 810.54	\$ 278.47
TIF	\$ 3,367.59	7.39%	\$ 8,682.48	\$ 8,682.48
All other	\$ 21,144.25	46.40%	\$ 338,567.88	\$ 122,858.02
TOTAL	\$ 45,569.53	100.00%	\$ 631,113.26	\$ 247,435.12

Meeting Date: 03/02/2020

Subject

Fiscal Year 21 Budget

Information

Under the new state law adopted last fall, the Council must hold a hearing and adopt a resolution on the maximum property tax dollars the City is requesting for the upcoming fiscal year before setting the date for the public hearing on the fiscal budget. The maximum property tax dollars is the amount that the City will request

NOT including the debt service levy. Should the Council wish to change the amount, the amount can be lowered, but it cannot be increased. The resolution must be adopted with a 2/3 majority (4 of 6) Council members for it to pass. Publication of the notice was in the Indianola Record-Herald on February 12, 2020.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/02/2020

Subject

Public Hearing for Maximum Property Tax Dollars.

Information

The Mayor will open the meeting for public comment on the proposed Fiscal Year 21 Budget.

Fiscal Impact

Attachments

Budget Hearing Notice

CITY NAME Indianola	NOTICE OF PUBLIC HEARING -PROPOSED PROPERTY TAX LEVY Fiscal Year July 1, 2020 - June 30, 2021	CITY CODE 91-873
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The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 3/2/2020	Meeting Time: 6:00 PM	Meeting Location: Indianola City Hall, 110 N 1st Street, Indianola, IA 50125
----------------------------------	---------------------------------	--

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy.

After adoption of the proposed tax levy, the Council will publish notice and hold a hearing on the proposed city budget.

City Web Site (if available): www.indianolaiowa.gov		City Telephone Number: 515-961-9410		
Iowa Department of Management	Current Year Certified Property Tax 2019/2020	Budget Year Effective Property Tax 2020/2021**	Budget Year Proposed Maximum Property Tax 2020/2021	Annual % CHG
Regular Taxable Valuation	1 541,061,480	566,827,938	566,827,938	
Tax Levies:				
Regular General	2 \$4,382,598	\$4,382,598	\$4,591,306	
Contract for Use of Bridge	3 \$0	\$0		
Opr & Maint Publicly Owned Transit	4 \$0	\$0		
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	5 \$0	\$0		
Opr & Maint of City-Owned Civic Center	6 \$0	\$0		
Planning a Sanitary Disposal Project	7 \$0	\$0		
Liability, Property & Self-Insurance Costs	8 \$0	\$0	\$112,000	
Support of Local Emer. Mgmt. Commission	9 \$0	\$0		
Emergency	10 \$0	\$0		
Police & Fire Retirement	11 \$354,491	\$354,491	\$444,997	
FICA & IPERS	12 \$545,050	\$545,050	\$508,775	
Other Employee Benefits	13 \$1,417,395	\$1,417,395	\$1,573,123	
*Total 384.15A Maximim Tax Levy	14 \$6,699,534	\$6,699,534	\$7,230,201	7.92%
Calculated 384.15A MaximumTax Rate	15 \$12.38220	\$11.81934	\$12.75555	

Explanation of significant increases in the budget:

Hiring two additional police officers with vehicles and equipment; Hiring fulltime and part-time library staff members; Anticipating 10% increase in health insurance premiums.

If applicable, the above notice also available online at:

<http://www.indianolaiowa.gov/512/City-Clerk-Finance-Department>; <https://www.facebook.com/CityofIndianola>;
<https://twitter.com/cityofindianola>

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy

**Budget year effective propert tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year

Meeting Date: 03/02/2020

Subject

Resolution approving the Maximum Property Tax Dollars.

Information

Roll call is in order.

Fiscal Impact

Attachments

Max Levy Resolution

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

RESOLUTION APPROVING
MAXIMUM PROPERTY TAX DOLLARS FOR
CITY OF INDIANOLA FY2021 BUDGET

WHEREAS, the City Council of the City of Indianola has considered the proposed FY2021 City maximum property tax dollars for the affected levy total, and

WHEREAS, a notice concerning the proposed City maximum property tax dollars was published as required and posted on city web site and/or social media accounts if applicable, and

WHEREAS, under state law, the maximum property tax dollars under this requirement, does not include the debt service levy, and

WHEREAS, a public hearing concerning the proposed city maximum property tax dollars was held on March 2, 2020.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Indianola that the maximum property tax dollars for the affected tax levies for FY2021 shall not exceed the following total:

- (1) Total maximum levy for affected property tax levies - \$7,230,201

- (2) The Maximum Property Tax dollars requested in the total maximum levy for affected property tax levies for FY2021 represents an increase of greater than 102% from the Maximum Property Tax dollars requested for FY2020.

Passed and adopted this 2nd day of March 2020.

Kelly B. Shaw
Mayor

Andrew J. Lent
City Clerk/Finance Director

Roll Call Vote:

Heather Hulen - YEA/NAY

John Parker, Jr.- YEA/NAY

Bob Kling - YEA/NAY

Greta Southall - YEA/NAY

Gwen Schroder - YEA/NAY

Greg Marchant - YEA/NAY

Meeting Date: 03/02/2020

Subject

Resolution setting March 25, 2020 as the Public Hearing for the proposed Fiscal Year 21 Budget.

Information

Roll call is in order.

Fiscal Impact

Attachments

Resolution Setting Hearing

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

RESOLUTION SETTING DATE FOR HEARING ON
FY2021 ANNUAL BUDGET

WHEREAS, under state law, the City of Indianola must hold a public hearing on the annual fiscal budget, and

WHEREAS, under state law, the hearing date must be set by resolution of the Council, and

WHEREAS, a notice concerning the proposed annual fiscal budget must be published between 10 and 20 days prior to the date said hearing.

NOW THEREFORE BE IT RESOLVED by the City Council of the City of Indianola that:

- (1) The date and time for the public hearing for the City of Indianola FY2021 Annual Budget is set for 6:00 PM on March 25, 2020 at Indianola City Hall, 110 N 1st Street.
- (2) the City Clerk is directed to publish the attached notice between 10 and 20 days prior to the date of said hearing.

Passed and adopted this 2nd day of March 2020.

Kelly B. Shaw
Mayor

Andrew J. Lent
City Clerk/Finance Director

Meeting Date: 03/02/2020

Subject

Iowa Avenue Paving Project

Information

Fiscal Impact

Attachments

Iowa Avenue Memorandum



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: February 26, 2020
Re: East Iowa Avenue Paving Project

The following items will be on the City Council's March 2nd agenda:

- Receive and file report of assessment district valuation committee on lot valuations for the East Iowa Avenue Paving Project.
- Resolution adopting preliminary plat and schedule, estimate of cost and proposed plans and specifications for the East Iowa Avenue Paving Project.
- Resolution fixing values of lots for the East Iowa Avenue Paving Project.
- Resolution adopting proposed resolution of necessity for the East Iowa Avenue Paving Project and setting March 25, 2020 as a public hearing for the purpose of hearing property owners subject to assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the District.

At its meeting on February 4th, the City Council acted on several items relating to the East Iowa Avenue Paving Project. One of those items was to appoint a three-person committee to aid in the determination of valuation of lots within the proposed special assessment district. The committee that the Council appointed included Gary Gioffredi, who is a real estate appraiser, Barb McMurry, who is a real estate agent, and Misty Soldwisch, who is a real estate agent. The Valuation Committee met on February 9th to appraise the present fair market value of each of the five (5) parcels within the proposed assessment plat boundary, and their report is attached.

Also included on its March 2nd agenda is the adoption of the preliminary plat and schedule, estimate of cost and proposed plans and specifications for the East Iowa Avenue Paving Project. The preliminary assessment plat is required, by the Code of Iowa, to show 1) The boundaries of the district containing the lots proposed to be assessed; 2) The location of each lot under separate ownership within the district, including the property of all railways and utilities subject to assessment; 3) The location of the improvement within the district, together with the terminal points of all major parts proposed to be assessed; and 4) The type and general details of the improvement. The preliminary assessment schedule is required, by the Code of Iowa, to show 1) A description and parcel number of each lot and the name of the property owner; 2) The valuation of each lot as determined by the Council; 3) The total amount proposed to be

assessed to each lot, including the assessment for the default fund, if any; 4) The proportion of the estimated total cost of the public improvement which is allocated to each lot; and 5) The amount of deficiency, if any, between the amount proposed to be assessed and the proportion of the estimated total cost of the public improvement allocated to each lot. PLEASE NOTE, the preliminary assessment number shown on the preliminary assessment schedule does not include credit for the EDA Grant the City was awarded. As these numbers cannot be increased after adoption without essentially starting the process over, the Council is asked to adopt these preliminary numbers, and the grant will be applied to the final assessment numbers that are adopted by Council once the project is completed.

The estimated total cost of public improvements which the council proposes to include as a part of the cost of the public improvement are attached. Also included are the cost proposed to be included as part of the special assessments. These costs are broken down into two (2) divisions, where Division 1 consists of all properties within the East Iowa Avenue Paving benefit limits receiving new sidewalk or roadside trail and Division 2 consists of all properties within the East Iowa Avenue Paving benefit limits. The two (2) divisions include a default fund amounting to ten percent of the portion of the total cost of the improvement. Preliminary plans and specifications must only be in sufficient detail to advise any person interested of the general nature, character, and type of the improvement. These items are all attached to this memo. A proposed resolution fixing the values of lots for the East Iowa Paving Project is also attached. If Council concurs with the Valuation Committee report, it should adopt the preliminary assessment schedule and a resolution fixing the values of lots.

Lastly, the Council is being asked to review a proposed resolution of necessity for the East Iowa Avenue Paving Project. As part of this proposed resolution of necessity, the date, time, and place where the Council will hear property owners who are subject to the assessments, as well as other interested parties for or against the improvement, its cost, the assessment, or the boundaries of the district is proposed to be set for March 25. After hearing all objections and endorsements from property owners and other persons having an interest in the matter, and after considering all filed, written objections on March 25th, the Council will be asked to adopt or amend and adopt the proposed resolution of necessity.

I will attend the March 2nd Council meeting if you have any questions.

Meeting Date: 03/02/2020

Subject

Receive and file report of assessment district valuation committee on lot valuations for the East Iowa Avenue Paving Project.

Information

The valuation committee met on February 9 to appraise the present fair market value of each of the five parcels within the proposed assessment plat boundary. The appraisals are attached. Council will need to receive and file the report of assessment district valuation committee on lot valuations. Roll call is in order.

Fiscal Impact

Attachments

Valuation Report



To: Mayor and City Council
From: Special Assessment Valuation Committee; Gary Gioffredi, Barb McMurry, and Misty Soldwisch
Date: February 26, 2020
Re: Receive report of assessment district valuation committee on lot valuations

At its meeting on February 4th, the City Council took action to move the Iowa Avenue paving project forward for the City of Indianola. The paving would begin at the intersection of North 15th Street and East Iowa Avenue and head east and would include a new 1,400-foot-long, 31-foot-wide street with utilities.

One of those actions taken on February 4th was adopting a preliminary resolution for construction of the Iowa Avenue Project and pay for the improvements in whole or in part by special assessment. Additionally, the City Council took action to adopt a resolution ordering the appointment of a three-person committee to aid in the determination of valuation. Iowa Code Section 384.46 stipulates that the Council shall determine the valuation of each lot within the proposed assessment district and shall report the valuations to the engineer, who shall show such valuations on the schedule before it is filed with the Clerk. A valuation must be the present fair market value of the property with the proposed public improvement completed. As an aid in determining valuations, the Council may appoint a committee of three persons skilled in the knowledge of real estate values within the city to appraise the present fair market value of each lot within a district and to file a written report of its appraisals with the Council. The members appointed were Gary Gioffredi, who is a real estate appraiser, Barb McMurry, who is a real estate agent, and Misty Soldwisch, who is a real estate agent.

The valuation committee met on February 9, 2020, to appraise the present fair market value of each of the five (5) parcels within the proposed assessment plat boundary. The appraisals from the committee are listed below:

➤ **Parcel 1: Recommended Value: \$1,157,750.00**

- Owner: Missouri Valley Line Constructors Joint Apprenticeship & Training Fund
- Current Land Use: Commercial
- Proposed Land Use: Industrial
- Size of Property: 46.31 Acres
- Recommended Price per Acre: \$25,000.00
- Factors in Determining Value:
 - Property purchased in May 2018 for \$967,600.00 (\$20,893.98/acre).
 - Comparable industrial property sold in June 2018 for \$29,239.77/acre, which is adjacent to a paved road and City utilities.
 - Value increase determined with a paved Iowa Avenue.

- **Parcel 2: Recommended Value: \$ 796,945.50**
 - Owner: Trueblood Farms LLC
 - Current Land Use: Agricultural
 - Proposed Land Use: Industrial
 - Size of Property: 45.41 Acres
 - Recommended Price per Acre: \$17,550.00
 - Factors in Determining Value:
 - Property is an irregular shape
 - Property does have a 75' wide high-pressure gas line via easement located on it.
 - Parcel 3 sold in 2016 for \$16,300/acre and includes the same gas easement.
 - Iowa Avenue will be paved for 575' of the total of the total 1,900' of frontage along Iowa Avenue.

- **Parcel 3: Recommended Value: \$ 617,200.00**
 - Owner: Diligent Prairie Glynn LLC
 - Current Land Use: Agricultural
 - Proposed Land Use: Residential
 - Size of Property: 30.86 Acres
 - Recommended Price per Acre: \$20,000.00
 - Factors in Determining Value:
 - Property purchased (35.44 acres) in June of 2016 for \$577,600 (\$16,300/acre).
 - Value increase determined with a paved Iowa Avenue.

- **Parcel 4: Recommended Value: \$ 250,000.00**
 - Owner: Paulette J Glascock
 - Current Land Use: Residential
 - Proposed Land Use: Residential
 - Size of Property: 2.57 Acres
 - Factors in Determining Value:
 - Property value determined by estimating a range based on what similar farmsteads are sold for, then being conservative with the unknown effects of the zoning and facilities around it and the limitations it could potentially place on potential resale.
 - Value determined with a paved Iowa Avenue.

- **Parcel 5: Recommended Value: \$ 515,850.00**
 - Owner: Steven C and Barbara K Williams
 - Current Land Use: Agricultural
 - Proposed Land Use: Residential
 - Size of Property: 34.39 Acres
 - Recommended Price per Acre: \$15,000.00
 - Factors in Determining Value:
 - Property purchased in October 2013 (100.83 acres, which then included Parcel 3) for \$1,000,000.00 (\$9,917.68/acre).
 - Value determined with a paved Iowa Avenue. However, this lot will not front any portion of the proposed paving project.

Meeting Date: 03/02/2020

Subject

Resolution adopting preliminary plat, schedule, estimate of cost, proposed plans and specifications for the East Iowa Avenue Paving Project.

Information

In your packet is the preliminary plat, assessment schedule, cost opinions, preliminary plans and contract documents.

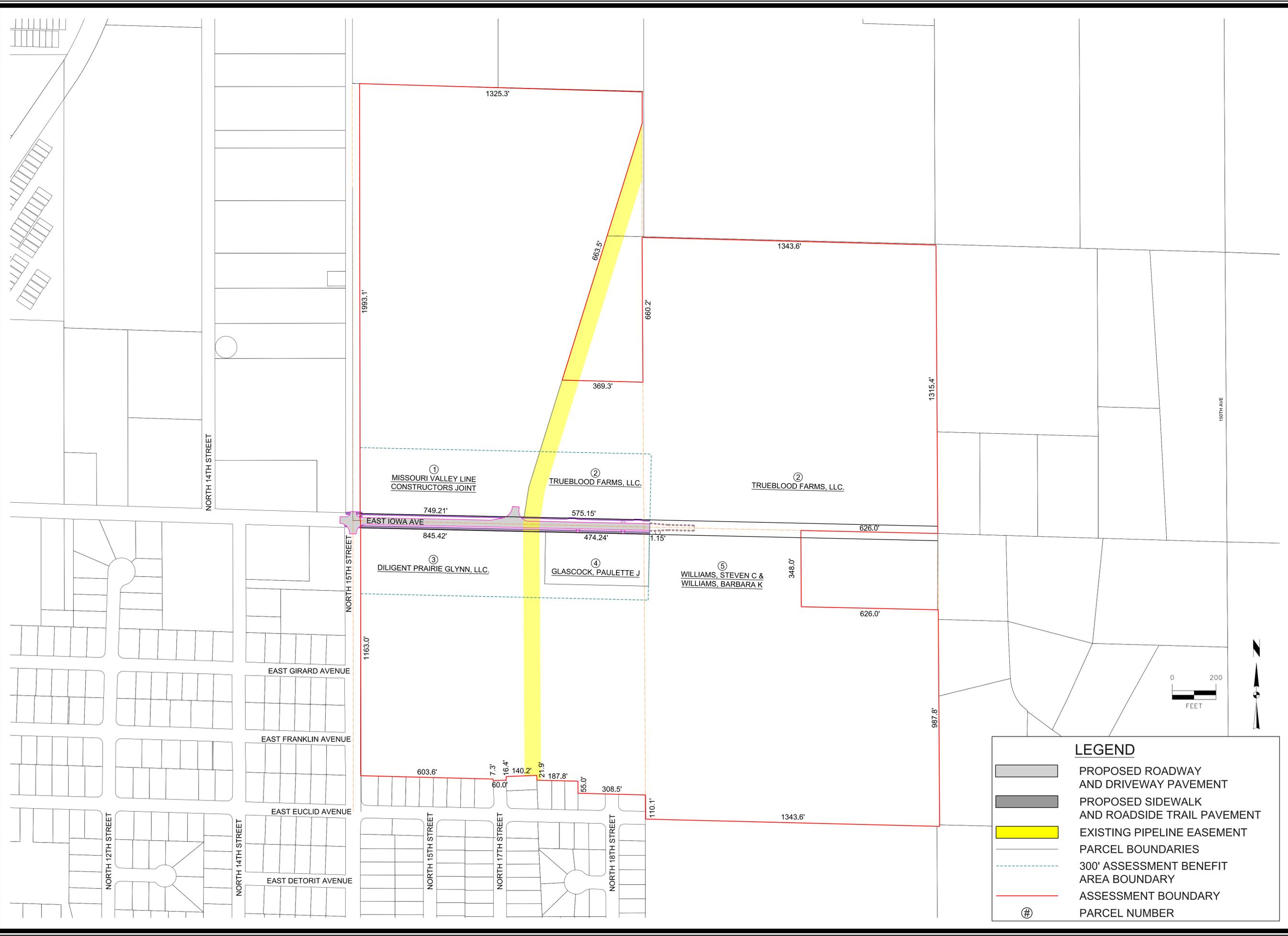
Roll call is in order.

Fiscal Impact

Attachments

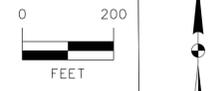
- Preliminary Plat
 - Preliminary Assessment Schedule
 - Cost Opinion Total
 - Cost Opinion Division 1
 - Cost Opinion Division 2
 - Preliminary Plans
 - Preliminary Contract
 - Resolution
-

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LEGEND

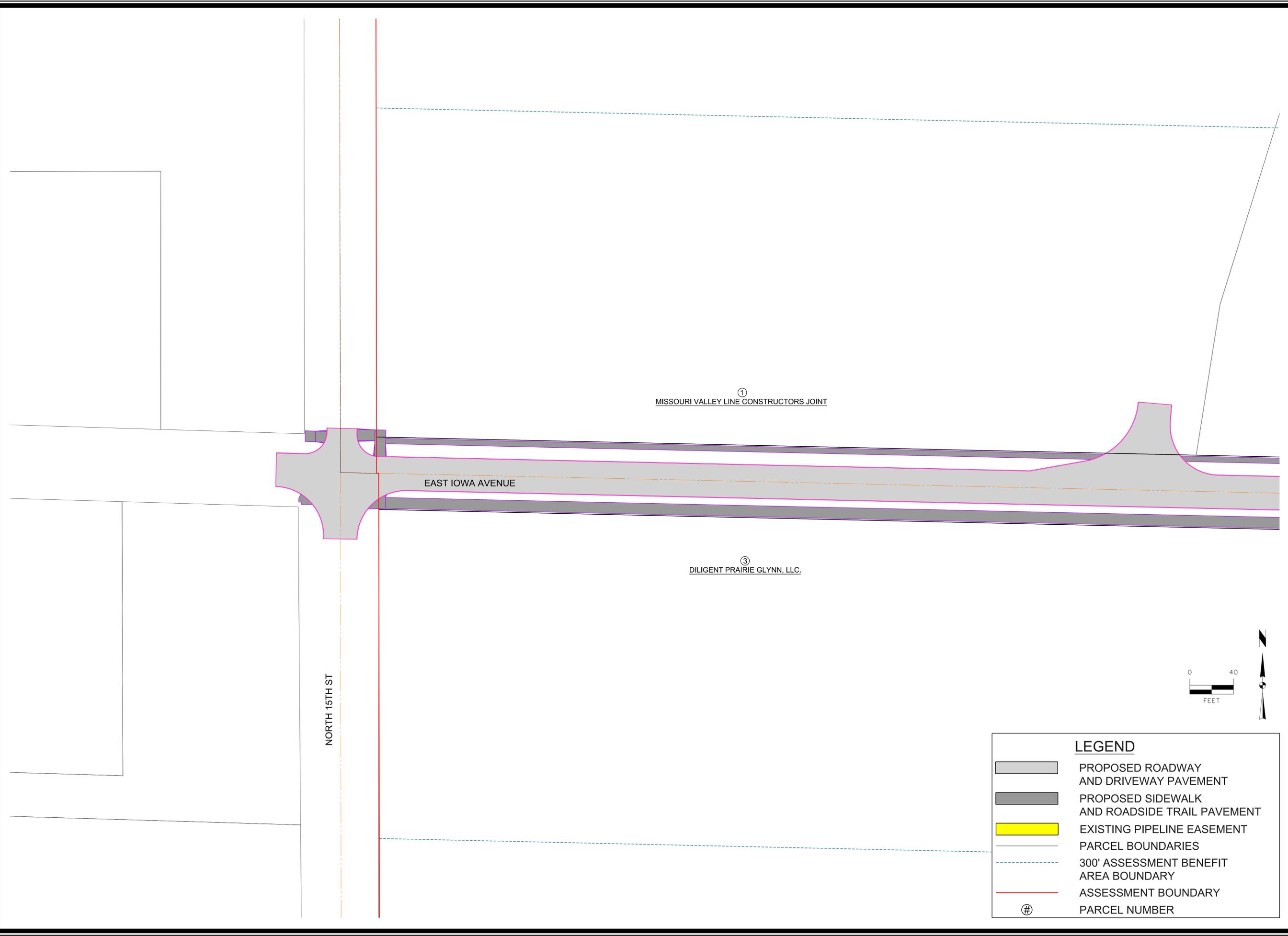
- PROPOSED ROADWAY AND DRIVEWAY PAVEMENT
- PROPOSED SIDEWALK AND ROADSIDE TRAIL PAVEMENT
- EXISTING PIPELINE EASEMENT
- PARCEL BOUNDARIES
- 300' ASSESSMENT BENEFIT AREA BOUNDARY
- ASSESSMENT BOUNDARY
- PARCEL NUMBER



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1"= 200'	
Technician: KSB	Date: 2/26/2020	Field Bk:	
Project No:	1191077		Sheet 1 of 3

EAST IOWA AVENUE PAVING PROJECT
PRELIMINARY ASSESSMENT PLAT
SNYDER & ASSOCIATES, INC.
 INDIANOLA, IOWA
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

Project No: 1191077
 Sheet 1 of 3



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1"= 40'	
Technician: KSB	Date: 2/26/2020	Field Bk:	
Project No: 1191077			Sheet 2 of 3

EAST IOWA AVENUE PAVING PROJECT

PRELIMINARY ASSESSMENT PLAN

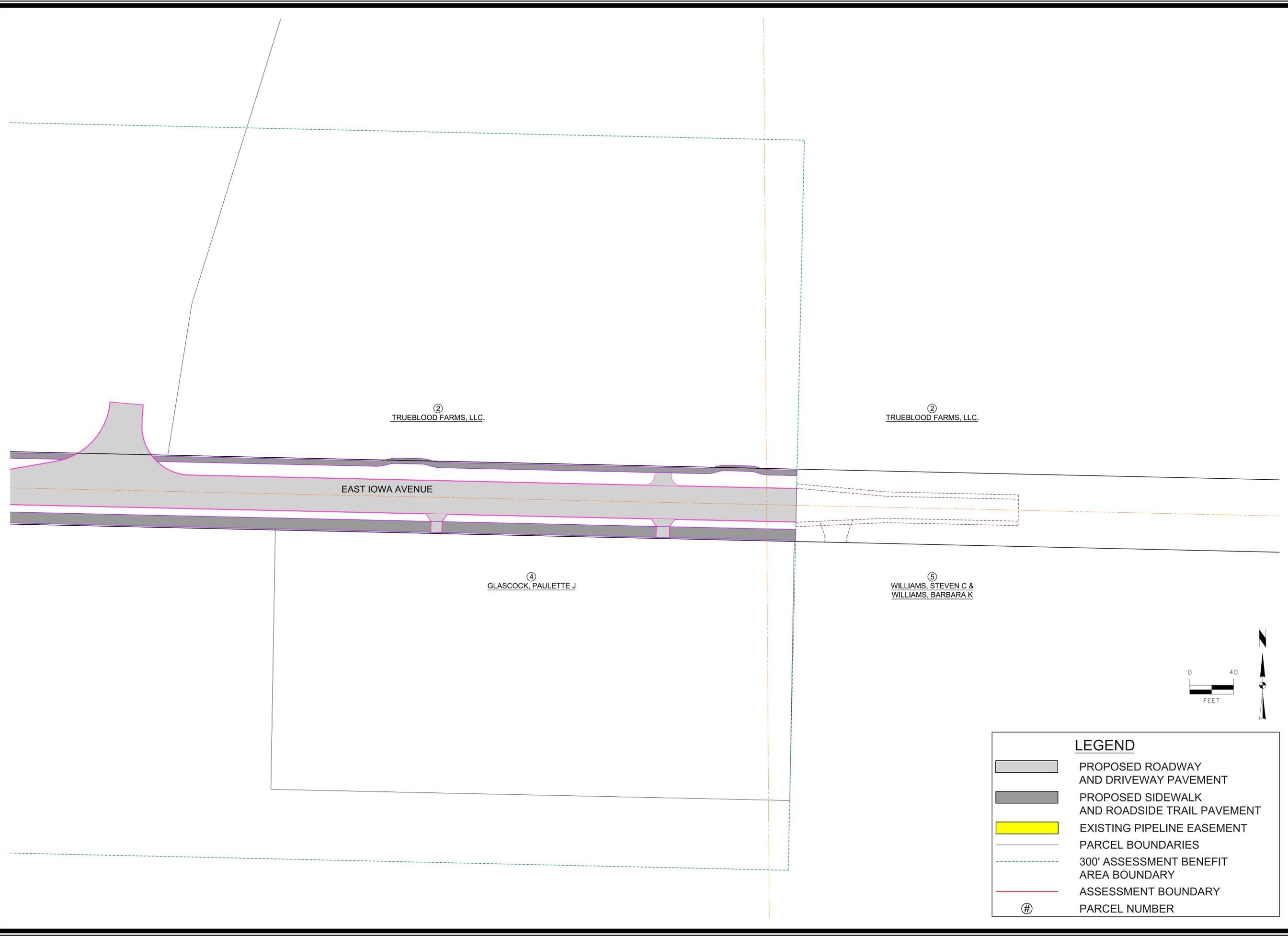
INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1191077

Sheet 2 of 3



LEGEND

-  PROPOSED ROADWAY AND DRIVEWAY PAVEMENT
-  PROPOSED SIDEWALK AND ROADSIDE TRAIL PAVEMENT
-  EXISTING PIPELINE EASEMENT
- PARCEL BOUNDARIES
- 300' ASSESSMENT BENEFIT AREA BOUNDARY
- ASSESSMENT BOUNDARY
-  PARCEL NUMBER

MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1"= 40'	
Technician: KSB	Date: 2/26/2020	Field Bk:	Pg:
Project No: 1191077			Sheet 3 of 3

EAST IOWA AVENUE PAVING PROJECT

PRELIMINARY ASSESSMENT PLAT

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 1191077

Sheet 3 of 3

**PRELIMINARY ASSESSMENT SCHEDULE
EAST IOWA AVENUE PAVING PROJECT
City of Indianola
Snyder & Associates, Inc. - February 26, 2020**

Division 1: Consists of all properties within the East Iowa Avenue Paving benefit limits receiving new sidewalk or roadside trail.

Division 2: Consists of all properties within the East Iowa Avenue Paving benefit limits.

Parcel No.	Warren County Parcel ID.	Property Owner(s) of Record	Mailing Address of Title Holder	Legal Description per Warren County	Council Valuation	Parcel Area (Ac.)	DIVISION 1		DIVISION 2				Trial Assessment	Conditional Deficiency	Preliminary Assessment	% of Total Project Cost
							Sidewalk Area (SY)	Sidewalk Assessment	Units of Benefit	Restrictive Easement Reduction	Adjusted Units of Benefit	Roadway Assessment				
1	48870200500	Missouri Valley Electrical JATC	1707 N 14th St Indianola IA 50125	SEC PCL C SW NW & NW SW	\$1,157,750.00	46.31	296.43	\$16,955.80	1492.57	-	1492.57	\$100,218.20	\$117,174.00	\$0.00	\$117,174.00	7.58%
2	49023200643 49023200620	Trueblood Farms LLC	1515 Shasta Dr #1505 Davis, CA 95616	PCL C CAL NE SW	\$794,945.50	45.41	256.82	\$14,690.10	1101.20	-68.24	1032.96	\$69,357.82	\$84,047.92	\$0.00	\$84,047.92	5.44%
3	49023200663	Diligent Prairie Glynn LLC	12119 Stratford Dr Ste B Clive, IA 50325	CAL SW SW EX W 35' & EX PCL B & EX PRAIRIE GLYNN PLAT 1	\$617,200.00	30.86	375.78	\$21,494.62	1685.50	-73.87	1611.63	\$108,212.45	\$129,707.07	\$0.00	\$129,707.07	8.39%
4	48870200662	Glascock, Paulette J	1715 E Iowa Ave Indianola, IA 50125	SEC PCL B S 1/2 SW	\$250,000.00	22.57	210.77	\$12,056.04	912.91	-	912.91	\$61,297.09	\$73,353.13	\$10,853.13	\$62,500.00	4.04%
5	49023200680	Williams, Steven C/Barbara K	1003 Scott Felton Rd Indianola, IA 50125	CAL SE SW EX PCLS A & B	\$515,850.00	34.39	0.53	\$30.32	0.85	-	0.85	\$57.07	\$87.39	\$0.00	\$87.39	0.01%
							1140.33	\$65,226.88	5193.03	-142.11	5050.92	\$339,142.63	\$404,369.51	\$10,853.13	\$393,516.38	25.46%

Notes:

1. Parcel areas are approximate and based on Warren County Assessor's information as listed on their Beacon website.
2. Parcel frontage is approximate and based on Warren County Assessor's information as listed on their Beacon website.

OPINION OF PROBABLE PROJECT COSTS



EAST IOWA AVENUE PAVING PROJECT
 FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
 INDIANOLA, IA
 119.1077

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
EARTHWORK					
2.1	Clearing and Grubbing	0.7	AC	\$ 10,000.00	\$ 7,000.00
2.2	Topsoil, On-site	1100	CY	\$ 10.00	\$ 11,000.00
2.3	Excavation, Class 10, Class 12, or Class 13	3000	CY	\$ 18.00	\$ 54,000.00
2.4	Subgrade Preparation	6275	SY	\$ 5.00	\$ 31,375.00
2.5	Subbase, Modified, 6"	6275	SY	\$ 11.50	\$ 72,162.50
2.6	Removal of Known Pipe Culvert, CMP, 15"	124	LF	\$ 18.00	\$ 2,232.00
2.7	Removal of Known Pipe Culvert, RCP, 12"	88	LF	\$ 20.00	\$ 1,760.00
2.8	Removal of Known Pipe Culvert, RCP, 18"	80	LF	\$ 20.00	\$ 1,600.00
2.9	Compaction Testing	1	LS	\$ 8,000.00	\$ 8,000.00
SEWERS AND DRAINS					
4.1	Sanitary Sewer Gravity Main, Trenched, PVC, 8"	400	LF	\$ 48.00	\$ 19,200.00
4.2	Sanitary Sewer Service Stub Connection	8	LF	\$ 100.00	\$ 800.00
4.3	Removal of Sanitary Sewer, RCP, 21"	18	LF	\$ 35.00	\$ 630.00
4.4	Storm Sewer, Trenched, RCP, 12"	36	LF	\$ 50.00	\$ 1,800.00
4.5	Storm Sewer, Trenched, RCP, 15"	355	LF	\$ 65.00	\$ 23,075.00
4.6	Storm Sewer, Trenched, RCP, 18"	140	LF	\$ 80.00	\$ 11,200.00
4.7	Storm Sewer, Trenched, RCP, 24"	50	LF	\$ 135.00	\$ 6,750.00
4.8	Storm Sewer, Trenched, RCP, 37" X 32"	48	LF	\$ 155.00	\$ 7,440.00
4.9	Pipe Apron and Apron Guard, RCP, 15"	1	EA	\$ 1,100.00	\$ 1,100.00
4.10	Pipe Apron and Apron Guard, RCP, 18"	1	EA	\$ 1,500.00	\$ 1,500.00
4.11	Pipe Apron, Footing, and Apron Guard, RCP, 37" X 32"	1	EA	\$ 3,000.00	\$ 3,000.00
4.12	Subdrain, PVC, 6"	2800	LF	\$ 20.00	\$ 56,000.00
4.13	Subdrain, Outlet Into Structure, 6"	16	EA	\$ 300.00	\$ 4,800.00
4.14	Concrete Collar, Type PC-2, RCP, 12"	1	EA	\$ 1,000.00	\$ 1,000.00
WATER MAIN AND APPURTENANCES					
5.1	Water Main, Trenched, PVC, 8"	87	LF	\$ 85.00	\$ 7,395.00
5.2	Water Main, Trenched, PVC, 12"	1150	LF	\$ 55.00	\$ 63,250.00
5.3	Fitting, Tee, 12" x 8"	1	EA	\$ 1,600.00	\$ 1,600.00
5.4	Fitting, Tee, 12" x 12"	1	EA	\$ 1,800.00	\$ 1,800.00
5.5	Fitting, 45 Degree Bend, 12"	4	EA	\$ 1,500.00	\$ 6,000.00
5.6	Water Service Stub, Copper, 1"	2	EA	\$ 2,250.00	\$ 4,500.00
5.7	Water Service Stub, Copper, 2"	1	EA	\$ 3,500.00	\$ 3,500.00
5.8	Water Service Curb Stop and Box, 1"	1	EA	\$ 1,250.00	\$ 1,250.00
5.9	Valve, Gate, 8"	1	EA	\$ 1,800.00	\$ 1,800.00
5.10	Valve, Gate, 12"	3	EA	\$ 2,750.00	\$ 8,250.00
5.11	Fire Hydrant Assembly	3	EA	\$ 5,750.00	\$ 17,250.00
5.12	Flushing Device (Blowoff), _____ (Size)	1	EA	\$ 1,000.00	\$ 1,000.00
STRUCTURES FOR SANITARY AND STORM					
6.1	Manhole, SW-301, 48"	1	EA	\$ 4,200.00	\$ 4,200.00
6.2	Manhole, SW-401, 48"	1	EA	\$ 4,500.00	\$ 4,500.00

OPINION OF PROBABLE PROJECT COSTS



EAST IOWA AVENUE PAVING PROJECT
 FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
 INDIANOLA, IA
 119.1077

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
6.3	Intake, SW-501	2	EA	\$ 3,500.00	\$ 7,000.00
6.4	Intake, SW-503	2	EA	\$ 4,800.00	\$ 9,600.00
6.5	Intake, SW-505	1	EA	\$ 5,700.00	\$ 5,700.00
6.6	Intake, SW-506	1	EA	\$ 9,000.00	\$ 9,000.00
6.7	Intake, SW-508, Top Only	1	EA	\$ 3,000.00	\$ 3,000.00
6.8	Intake, SW-509	2	EA	\$ 6,500.00	\$ 13,000.00
6.9	Intake, SW-513, 3' x 3'	1	EA	\$ 4,500.00	\$ 4,500.00
6.10	Remove Manhole	1	EA	\$ 1,500.00	\$ 1,500.00
6.11	Remove Intake, Top Only	1	EA	\$ 1,000.00	\$ 1,000.00
STREETS AND RELATED WORK					
7.1	Pavement, PCC, 8"	5325	SY	\$ 69.00	\$ 367,425.00
7.2	PCC Pavement Samples and Testing	1	LS	\$ 7,000.00	\$ 7,000.00
7.3	Removal of Sidewalk	10	SY	\$ 20.00	\$ 200.00
7.4	Removal of Shared Use Path	25	SY	\$ 15.00	\$ 375.00
7.5	Shared Use Path, PCC, 6"	1524	SY	\$ 52.00	\$ 79,248.00
7.6	Special Subgrade Preparation for Shared Use Path	970	SY	\$ 4.00	\$ 3,880.00
7.7	Sidewalk, PCC, 4"	655	SY	\$ 52.00	\$ 34,060.00
7.8	Sidewalk, PCC, 6"	25	SY	\$ 100.00	\$ 2,500.00
7.9	Detectable Warning	175	SF	\$ 50.00	\$ 8,750.00
7.10	Driveway, Paved, PCC, 6"	168	SY	\$ 55.00	\$ 9,240.00
7.11	Driveway, Granular	13	TON	\$ 50.00	\$ 650.00
7.10	Class A Crushed Roadstone	215	TON	\$ 55.00	\$ 11,825.00
TRAFFIC CONTROL					
8.1	Painted Pavement Markings, Solvent/Waterborne	5	STA	\$ 150.00	\$ 750.00
8.2	Temporary Traffic Control	1	LS	\$ 10,000.00	\$ 10,000.00
SITE WORK AND LANDSCAPING					
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	1.5	ACRE	\$ 3,000.00	\$ 4,500.00
9.2	SWPPP Preparation	1	LS	\$ 1,750.00	\$ 1,750.00
9.3	SWPPP Management	1	LS	\$ 3,500.00	\$ 3,500.00
9.4	Filter Sock, 8"	6000	LF	\$ 2.50	\$ 15,000.00
9.5	Filter Socks, Removal	6000	LF	\$ 0.50	\$ 3,000.00
9.6	Rip Rap, Class E Revetment	46	TON	\$ 125.00	\$ 5,750.00
9.7	Inlet Protection Device, Drop In	10	EA	\$ 175.00	\$ 1,750.00
9.8	Inlet Protection Device, Maintenance	10	EA	\$ 75.00	\$ 750.00
9.9	Removal and Reinstallation of Existing Fence,	600	LF	\$ 35.00	\$ 21,000.00
MISCELLANEOUS					
11.1	Construction Survey	1	LS	\$ 10,000.00	\$ 10,000.00
11.2	Mobilization	1	LS	\$ 70,000.00	\$ 70,000.00
11.3	Unquantified Bid Items	1	LS	\$ 50,000.00	\$ 50,000.00

OPINION OF PROBABLE PROJECT COSTS



EAST IOWA AVENUE PAVING PROJECT
 FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
 INDIANOLA, IA
 119.1077

ITEM #	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
				Subtotal:	\$ 1,230,922.50
				Bidding Price Contingency (5%):	\$ 61,546.13
				CONSTRUCTION TOTAL:	\$ 1,292,468.63
				Right-of-Way & Easement Acquisitions:	\$ 14,000.00
				Legal & Administrative Fees (2%):	\$ 25,000.00
				Design Engineering Services:	\$ 85,430.00
				Street Lighting:	\$ 88,000.00
				Construction Services:	\$ 40,690.00
				TOTAL PROJECT COST:	\$ 1,545,588.63

OPINION OF PROBABLE PROJECT COSTS: DIVISION 1 ASSESSMENTS



EAST IOWA AVENUE PAVING PROJECT
 FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
 INDIANOLA, IA
 119.1077

						DIVISION 1	
ITEM	DESCRIPTION	TOTAL PROJECT	UNIT	UNIT PRICE	QUANTITY	EXTENDED COST	
1	Sidewalk, PCC, 4"	2078	SY	\$ 52.00	1140.33	\$	59,297.16
						Subtotal:	\$ 59,297.16
						10% Default Fund:	\$ 5,929.72
						DIVISION 1 TOTAL ASSESSABLE COSTS	\$ 65,226.88

ORDER OF MAGNITUDE OPINION OF PROBABLE PROJECT COSTS: ASSESSMENT ELIGIBILITY



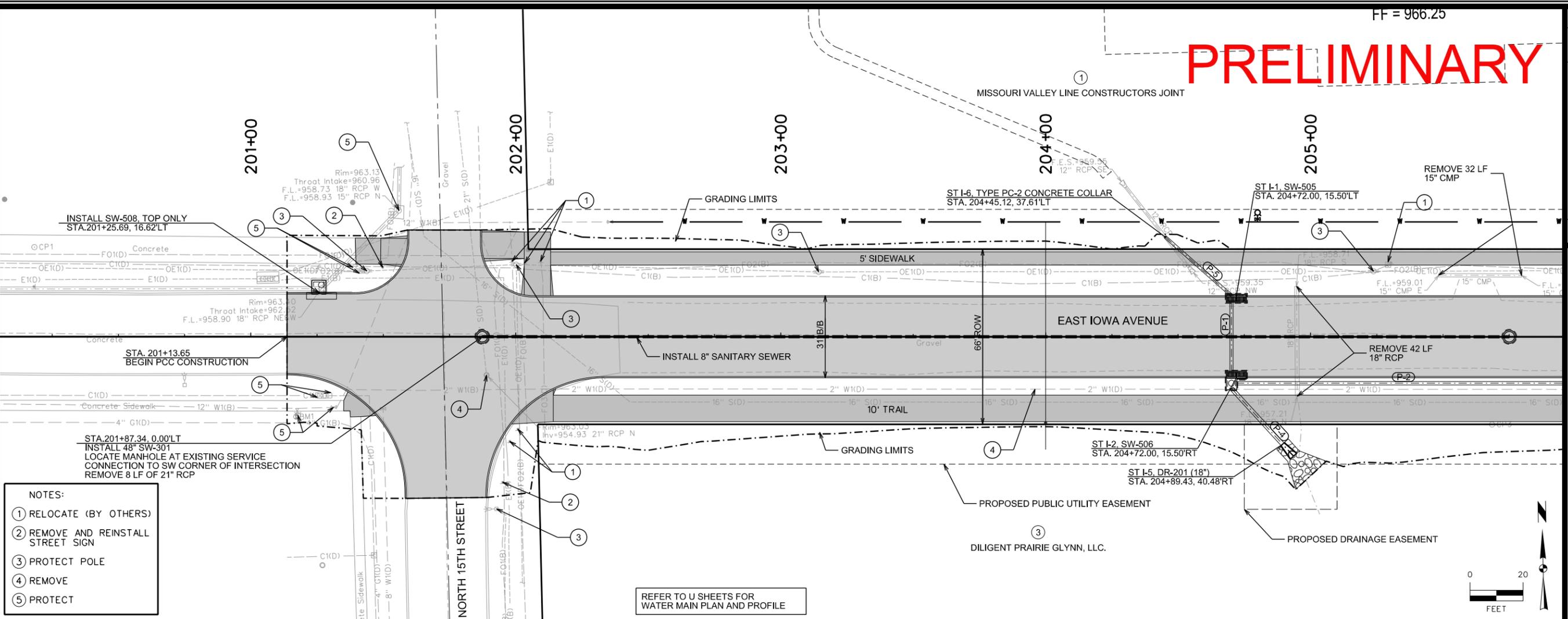
EAST IOWA AVENUE PAVING PROJECT
 FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
 INDIANOLA, IA
 119.1077

						DIVISION 2	
ITEM	DESCRIPTION	TOTAL PROJECT	UNIT	UNIT PRICE	ADJUSTED UNIT PRICE	QUANTITY	EXTENDED COST
1	Subgrade Preparation (1)	6770	SY	\$ 5.00	-	4703.00	\$ 23,515.00
2	Subbase, Modified (2)	6770	SY	\$ 11.50	-	4703.00	\$ 54,084.50
3	Pavement, PCC, 8" Thickness (3)	5740	SY	\$ 69.00	\$ 60.38	3821.00	\$ 230,711.98
						Subtotal:	\$ 308,311.48
						10% Default Fund:	\$ 30,831.15
						DIVISION 2 TOTAL ASSESSABLE COSTS	\$ 339,142.63

Notes

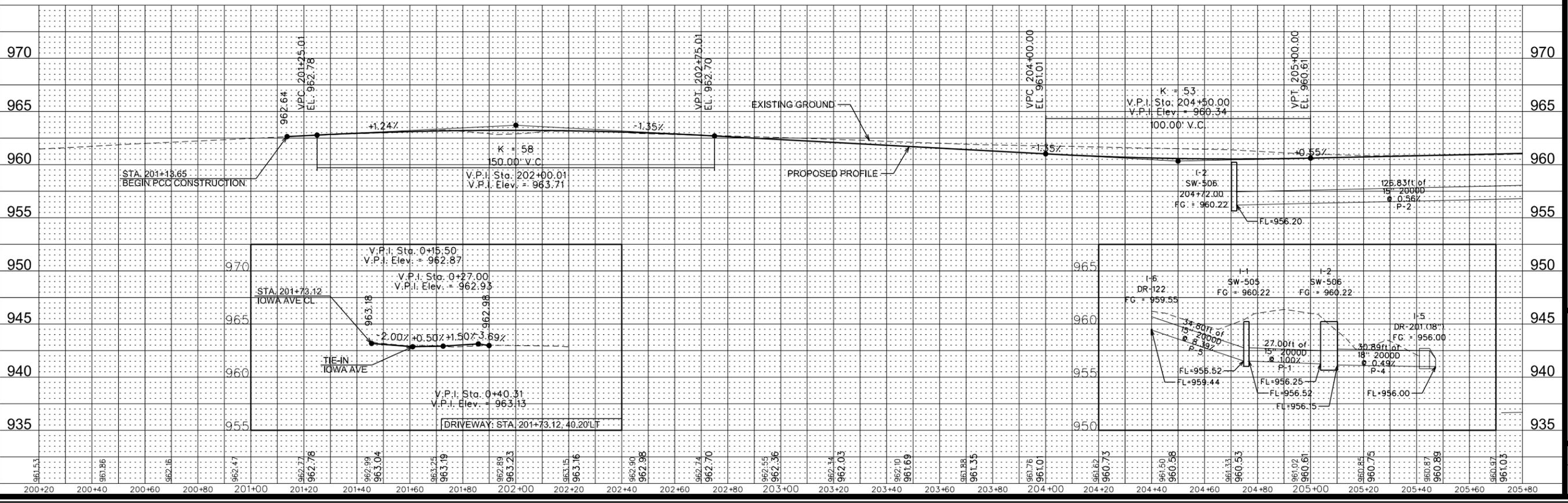
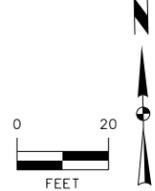
- (1) Assumes subgrade preparation to a width of 3' outside each back-of-curb.
- (2) Assumes modified subbase to a width of 3' outside each back-of-curb.
- (3) Unit price multiplied by 7/8 to convert from constructed 8" thick PCC pavement to the assessed 7" thick PCC

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- NOTES:**
- ① RELOCATE (BY OTHERS)
 - ② REMOVE AND REINSTALL STREET SIGN
 - ③ PROTECT POLE
 - ④ REMOVE
 - ⑤ PROTECT

REFER TO U SHEETS FOR WATER MAIN PLAN AND PROFILE



PRELIMINARY

MISSOURI VALLEY LINE CONSTRUCTORS JOINT

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MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 20'	Field Bk: Pg:
Technician: KSB	Date: 2/26/2020	Project No: 1191077	Sheet D.1

EAST IOWA AVENUE PAVING PROJECT

EAST IOWA AVENUE PLAN AND PROFILE

INDIANOLA, IOWA

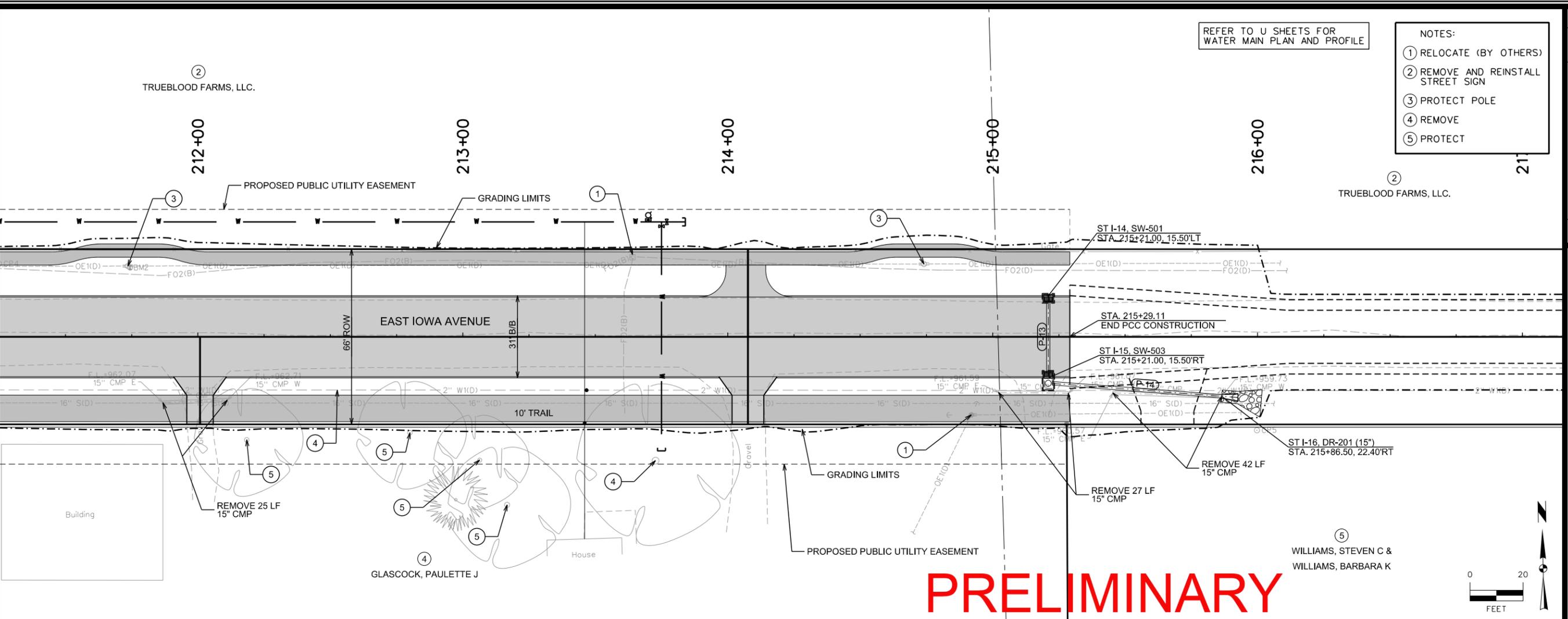
SNYDER & ASSOCIATES, INC.

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Project No: 1191077
Sheet 114 D.1



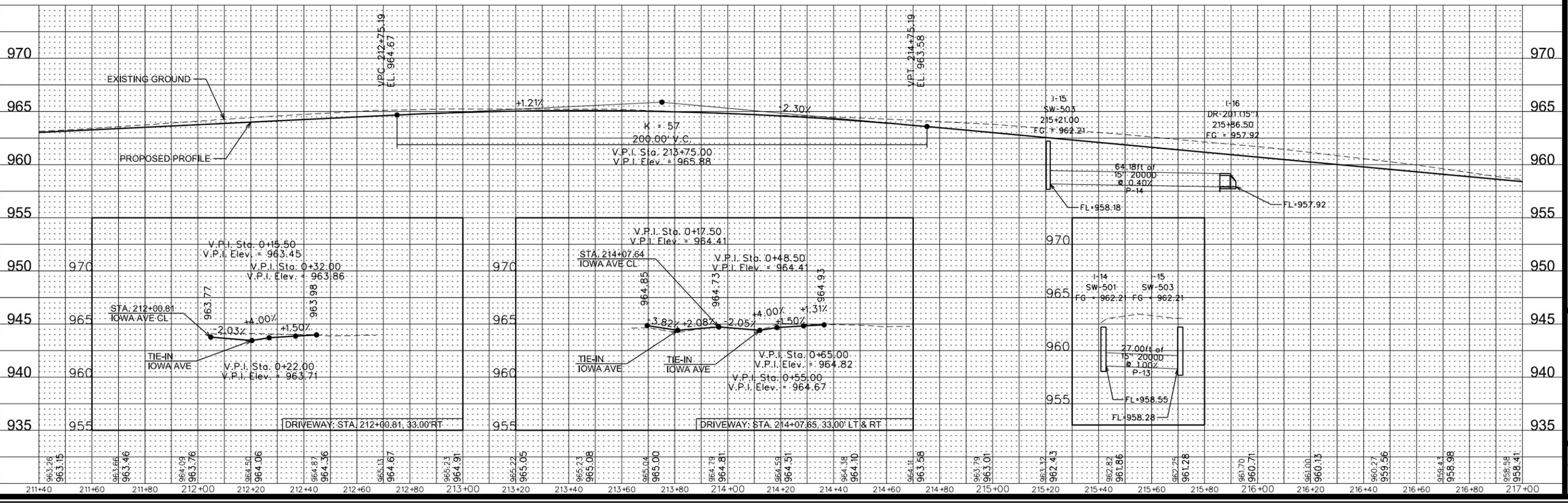
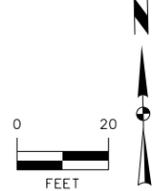
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REFER TO U SHEETS FOR WATER MAIN PLAN AND PROFILE

- NOTES:
- ① RELOCATE (BY OTHERS)
 - ② REMOVE AND REINSTALL STREET SIGN
 - ③ PROTECT POLE
 - ④ REMOVE
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MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1"=20'	Field Bk:
Technician: KSB	Date: 2/26/2020	Project No: 1191077	Sheet D.3

EAST IOWA AVENUE PAVING PROJECT

EAST IOWA AVENUE PLAN AND PROFILE

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Project No: 1191077
Sheet 116 D.3



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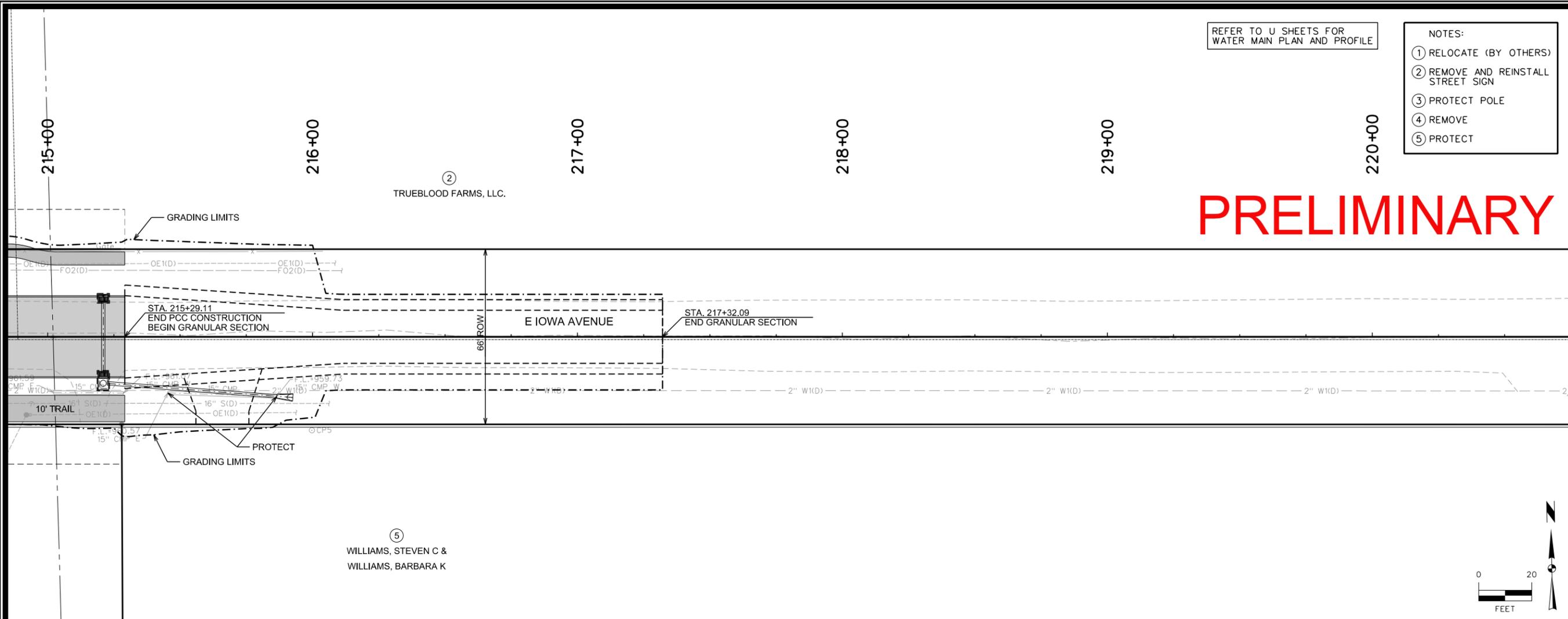
REFER TO U SHEETS FOR WATER MAIN PLAN AND PROFILE

- NOTES:
- ① RELOCATE (BY OTHERS)
 - ② REMOVE AND REINSTALL STREET SIGN
 - ③ PROTECT POLE
 - ④ REMOVE
 - ⑤ PROTECT

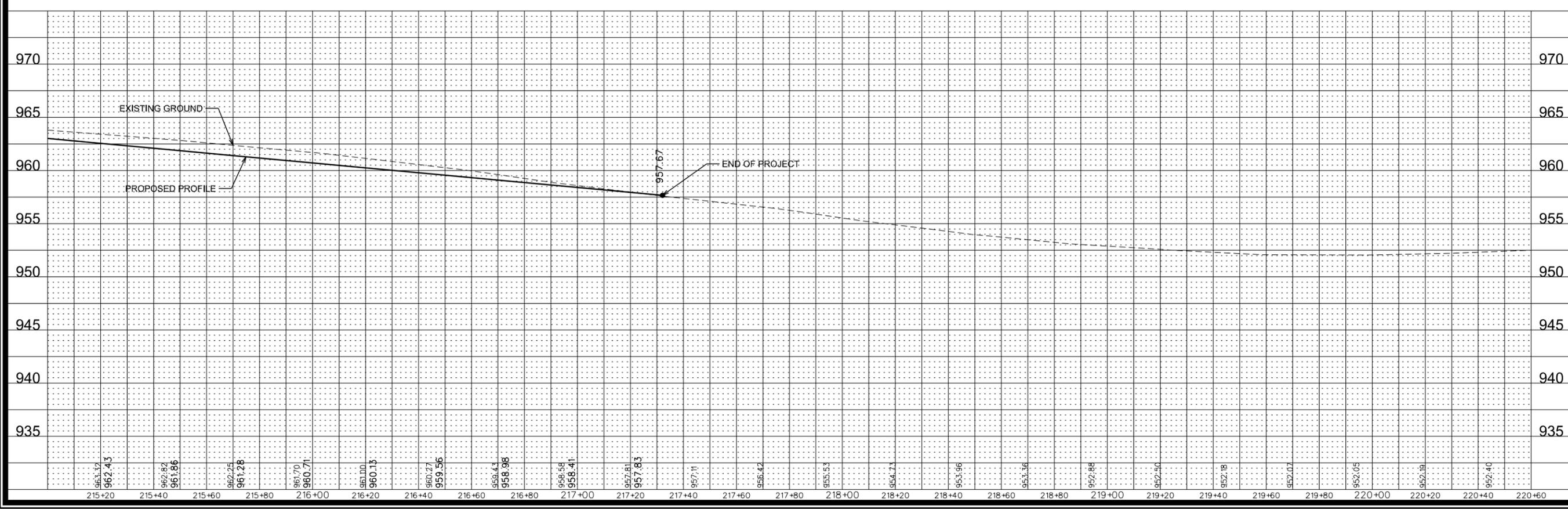
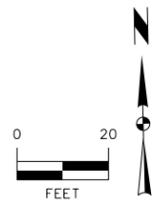
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Technician: KSB	Date: 2/26/2020	Field Bk:	Project No: 1191077

EAST IOWA AVENUE PAVING PROJECT
INDIANOLA, IOWA
EAST IOWA AVENUE PLAN AND PROFILE
SNYDER & ASSOCIATES, INC.
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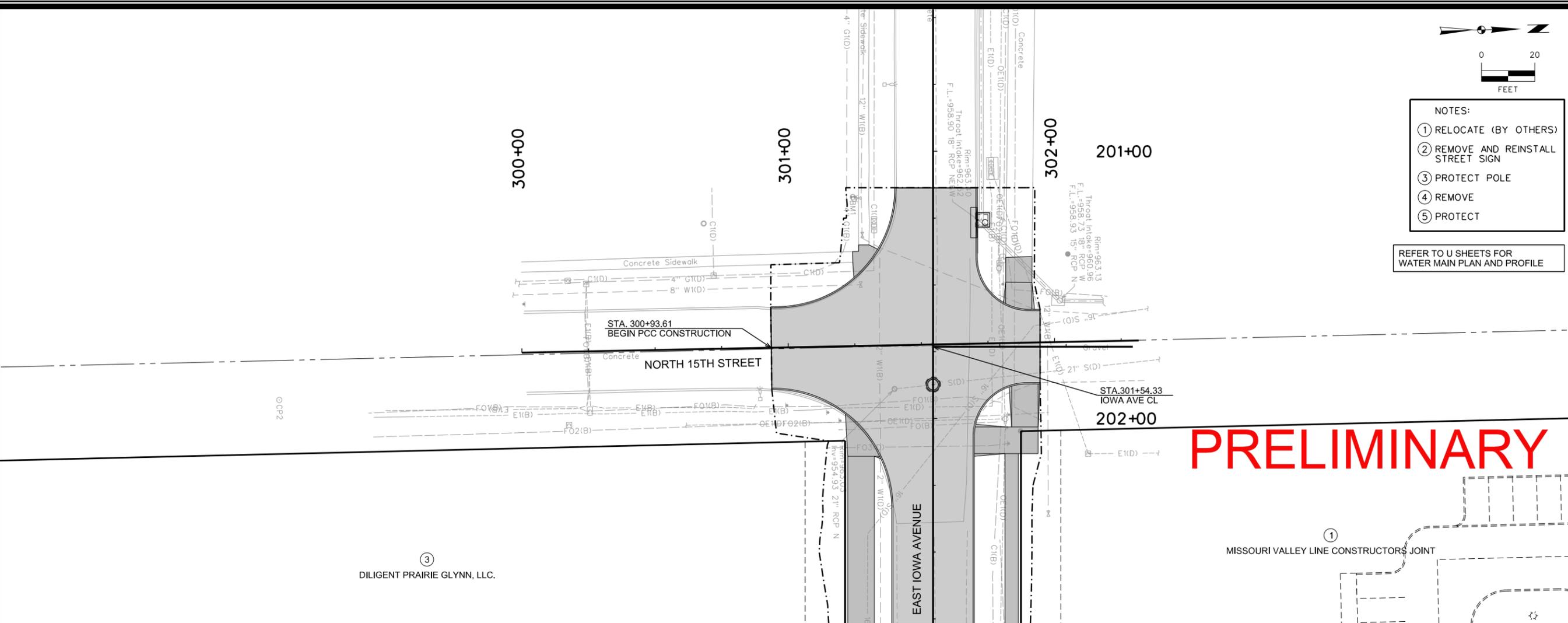
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Sheet 117 D.4



PRELIMINARY

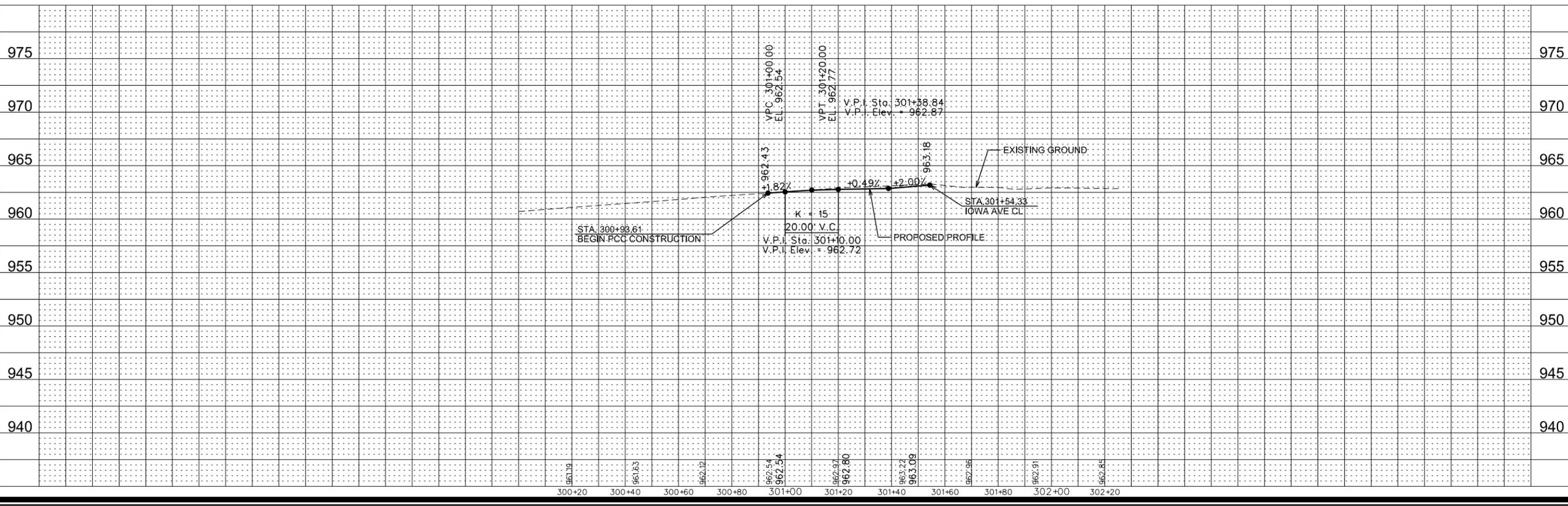
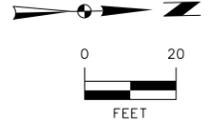


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- NOTES:
- ① RELOCATE (BY OTHERS)
 - ② REMOVE AND REINSTALL STREET SIGN
 - ③ PROTECT POLE
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REFER TO U SHEETS FOR WATER MAIN PLAN AND PROFILE



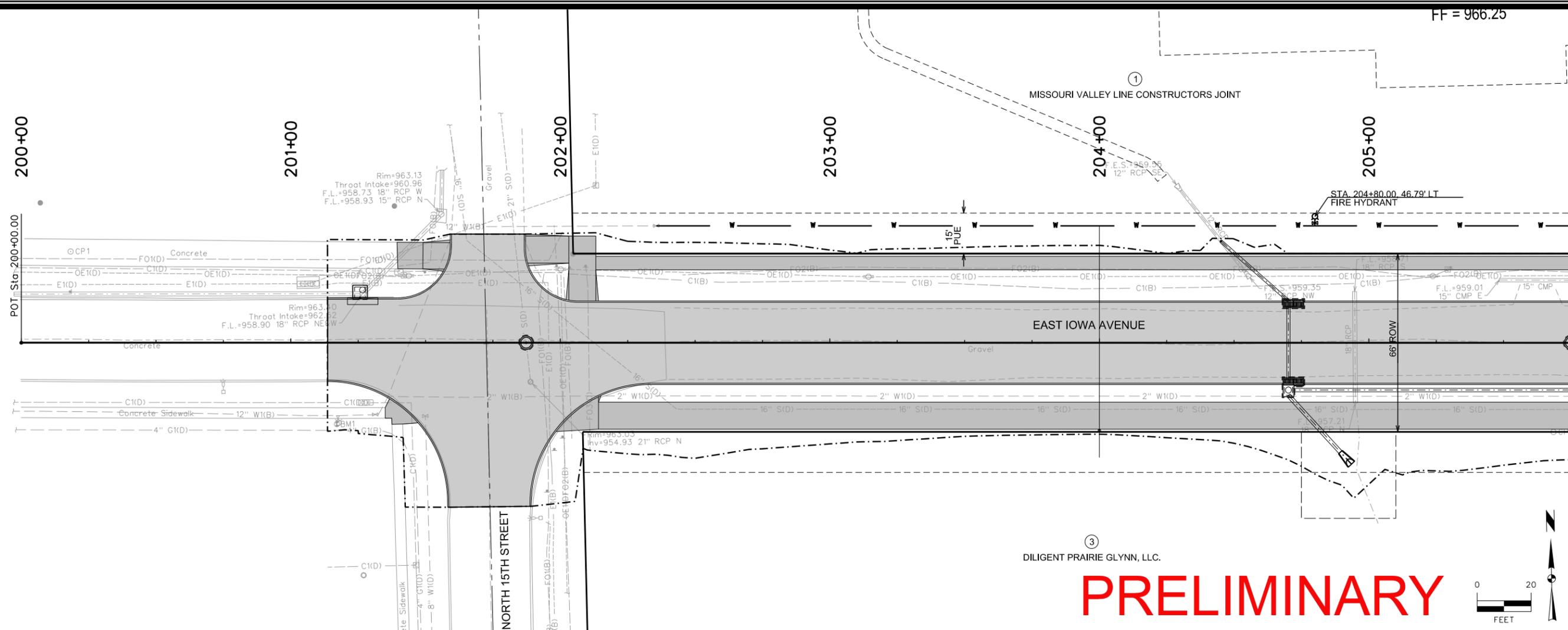
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Technician: KSB	Date: 2/26/2020	Project No: 1191077	Sheet E.1

EAST IOWA AVENUE PAVING PROJECT
NORTH 15TH STREET PLAN AND PROFILE
 INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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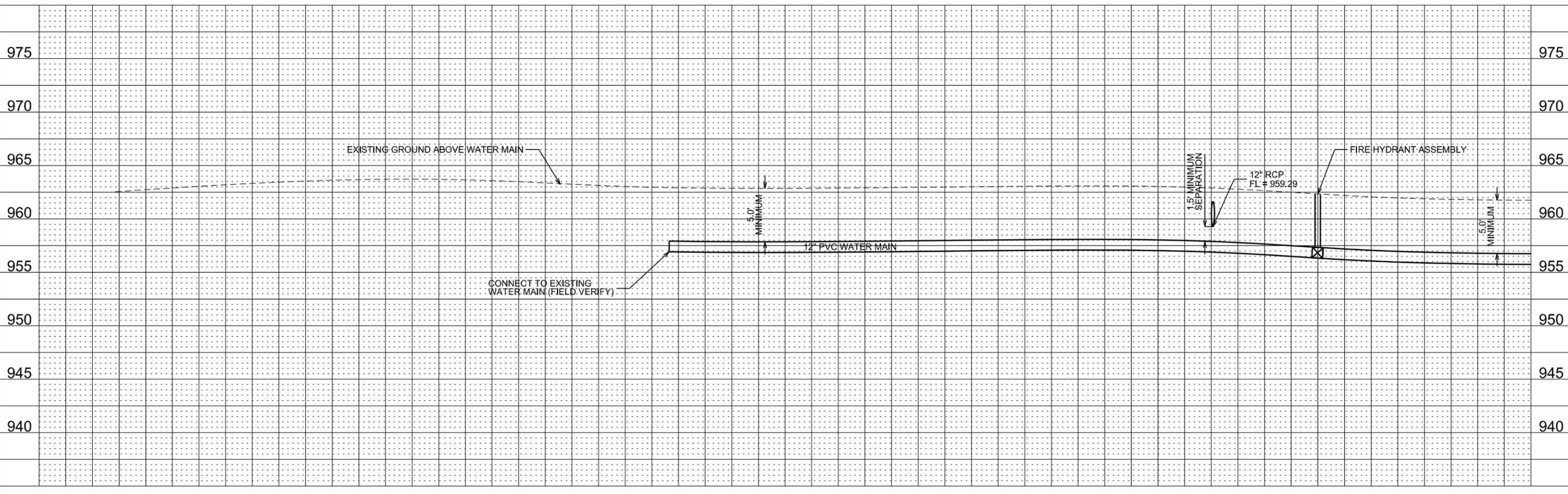
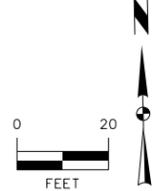
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 Project No: 1191077
 Sheet E.1

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③ DILIGENT PRAIRIE GLYNN, LLC.

PRELIMINARY

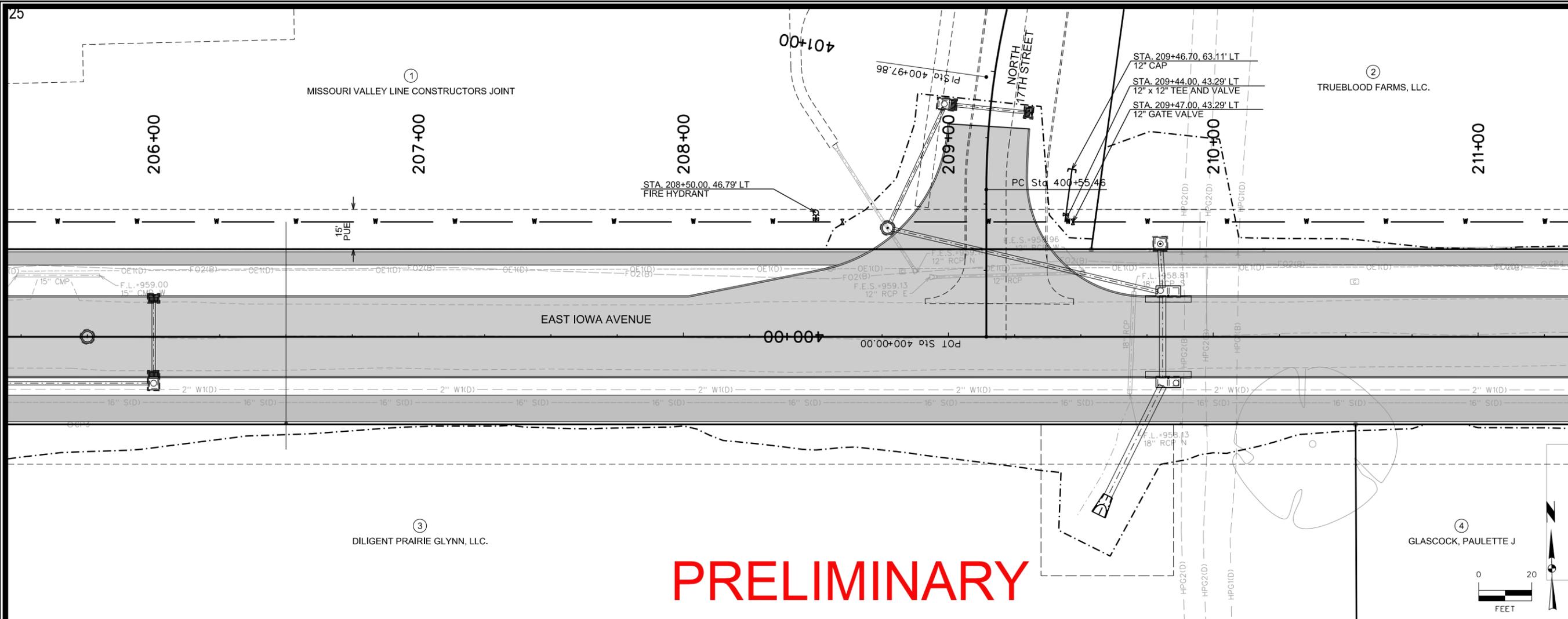


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Technician: KSB	Date: 2/26/2020	Project No: 1191077	Sheet U.1

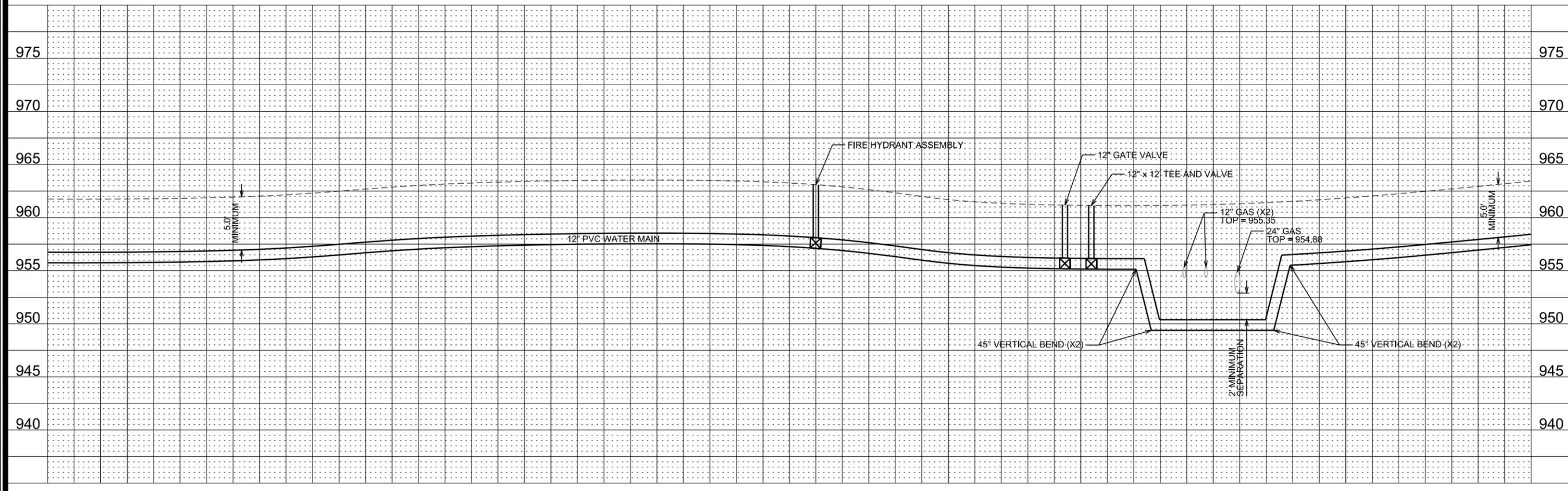
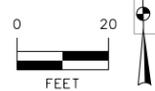
EAST IOWA AVENUE PAVING PROJECT
WATER MAIN PLAN AND PROFILE
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Project No: 1191077
 Sheet **120** U.1

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Technician: KSB	Date: 2/26/2020	Project No: 1191077	Sheet U.2

EAST IOWA AVENUE PAVING PROJECT
WATER MAIN PLAN AND PROFILE
SNYDER & ASSOCIATES, INC.

INDIANOLA, IOWA
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Project No: 1191077
 Sheet 121 U.2

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②
TRUEBLOOD FARMS, LLC.

PRELIMINARY

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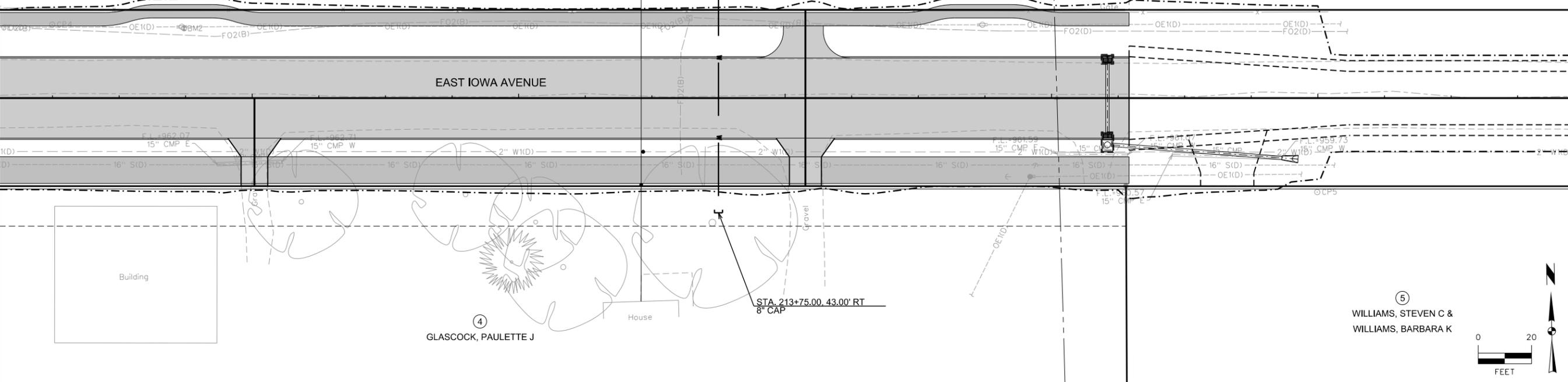
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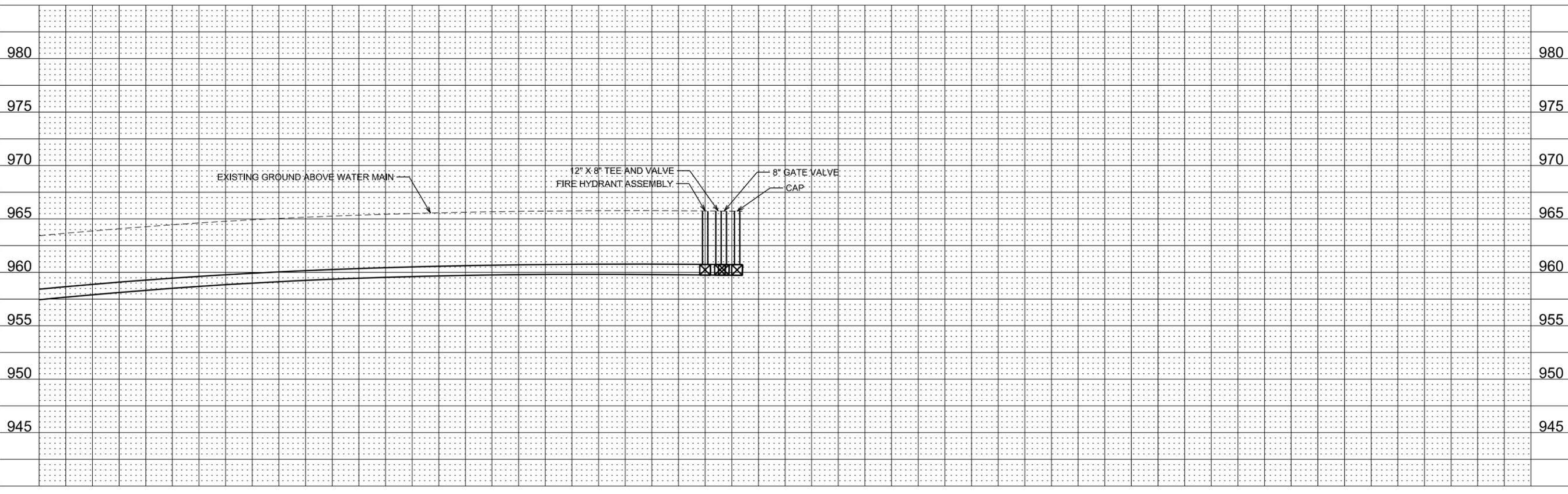
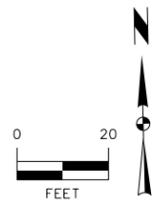
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TRUEBLOOD FARMS, LLC.

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 12" GATE VALVE
 STA. 213+75.00, 43.29' LT
 12" x 8" TEE
 AND VALVE
 STA. 213+70.00, 45.80' LT
 FIRE HYDRANT
 STA. 213+84.00, 43.29' LT
 12" CAP



④
GLASCOCK, PAULETTE J

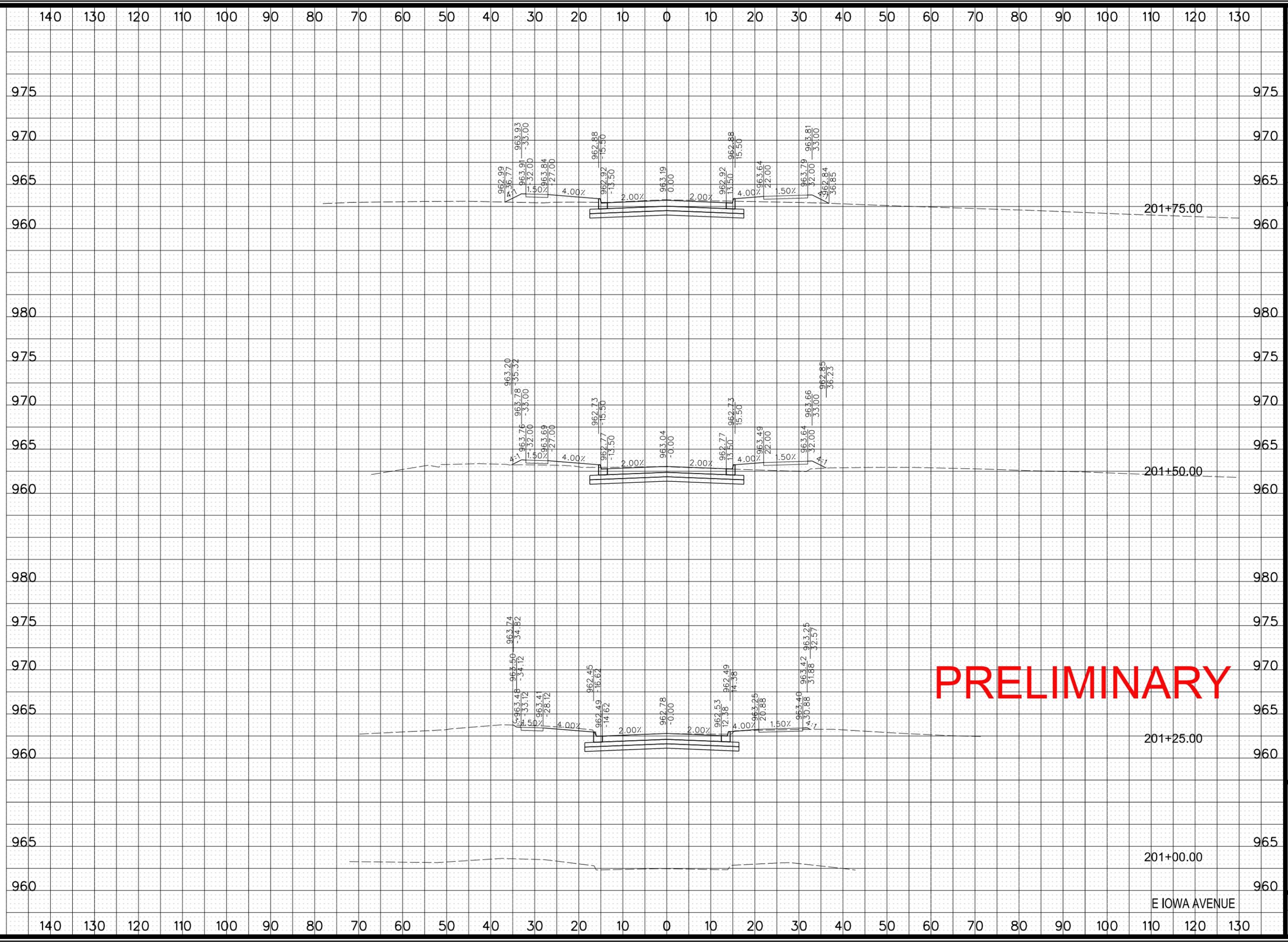
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WILLIAMS, STEVEN C &
WILLIAMS, BARBARA K



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	Project No: 1191077	Sheet	U.3

EAST IOWA AVENUE PAVING PROJECT
WATER MAIN PLAN AND PROFILE
SNYDER & ASSOCIATES, INC.
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Project No: 1191077
 Sheet 122 U.3



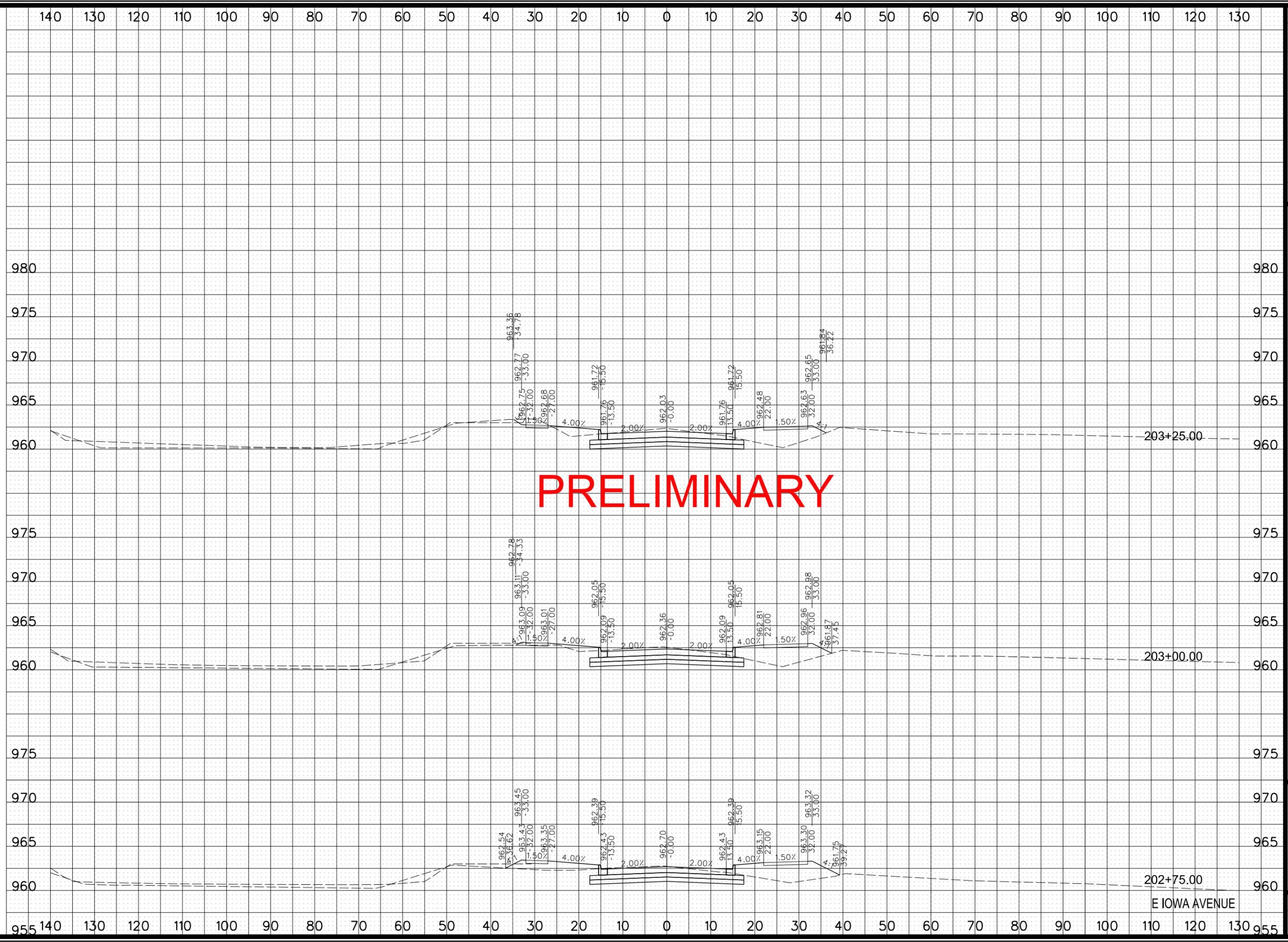
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Project No: 1191077 Sheet W.1

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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SNYDER & ASSOCIATES
Project No: 1191077
Sheet 123 W.1

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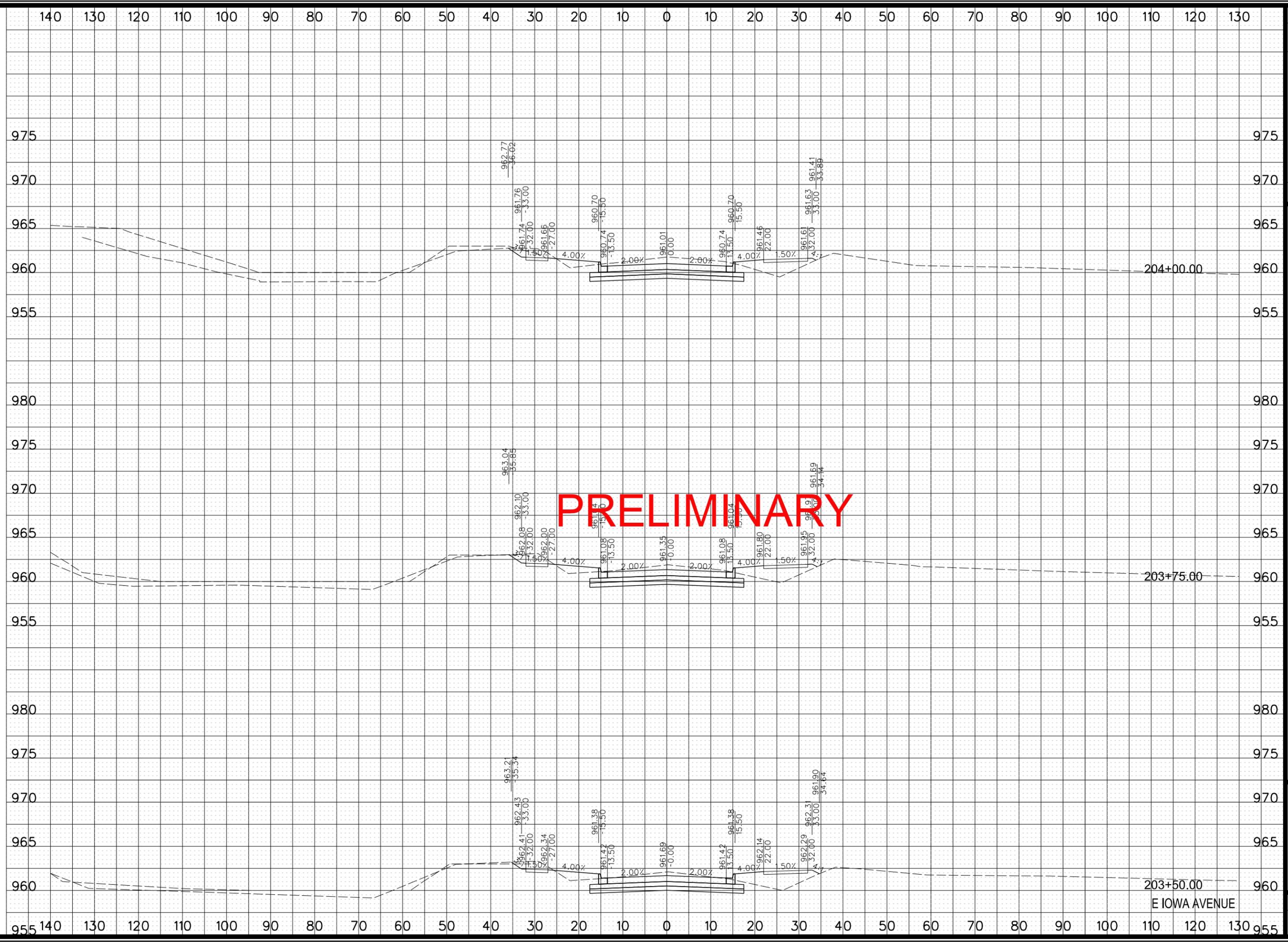


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Technician: KSB	Date: 02/26/2020	Field Bk:	
Project No: 1191077			Sheet W.3

EAST IOWA AVENUE PAVING PROJECT
 CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
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SNYDER & ASSOCIATES
 Project No: 1191077
 Sheet 125 W.3

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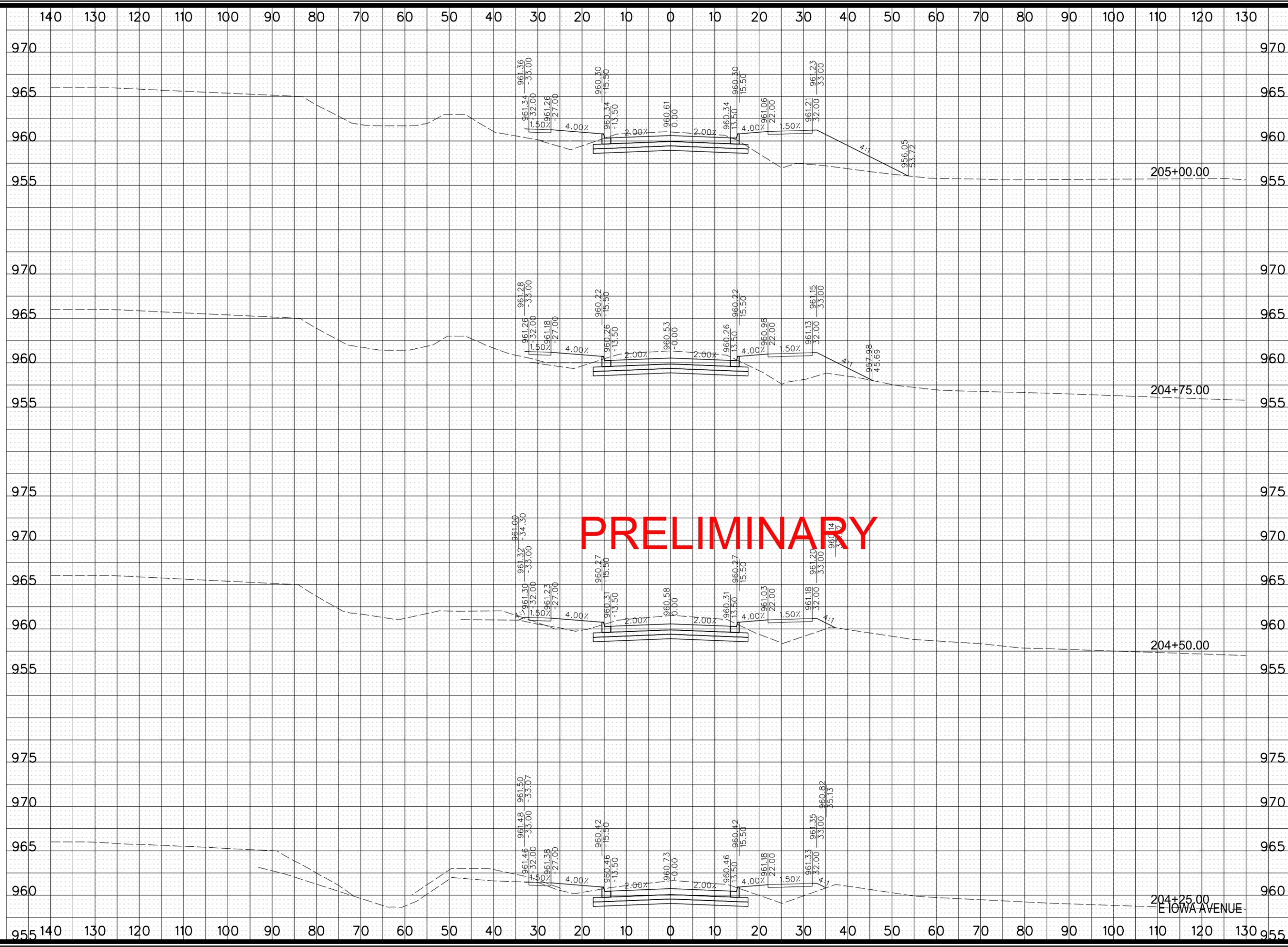
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MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.4

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
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Project No: 1191077
 Sheet ¹²⁶ W.4

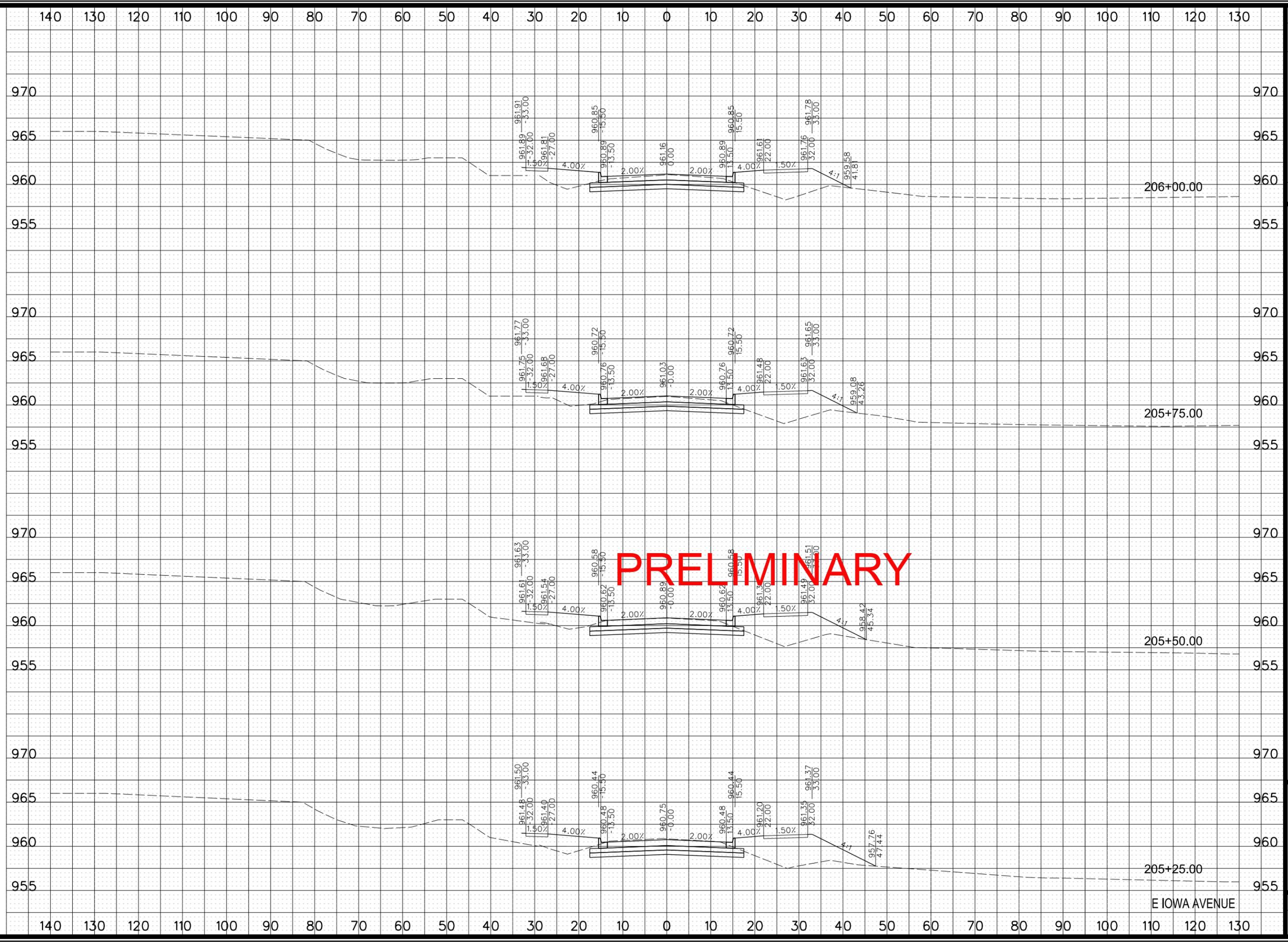


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MLA	Checked By: DNM	Scale: 1"= 10'	
KSB	Date: 02/26/2020	Field Bk:	

Project No: 1191077 Sheet W.5

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1191077
Sheet 127 W.5



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	
Project No: 1191077			Sheet W.6

EAST IOWA AVENUE PAVING PROJECT

CROSS SECTIONS

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

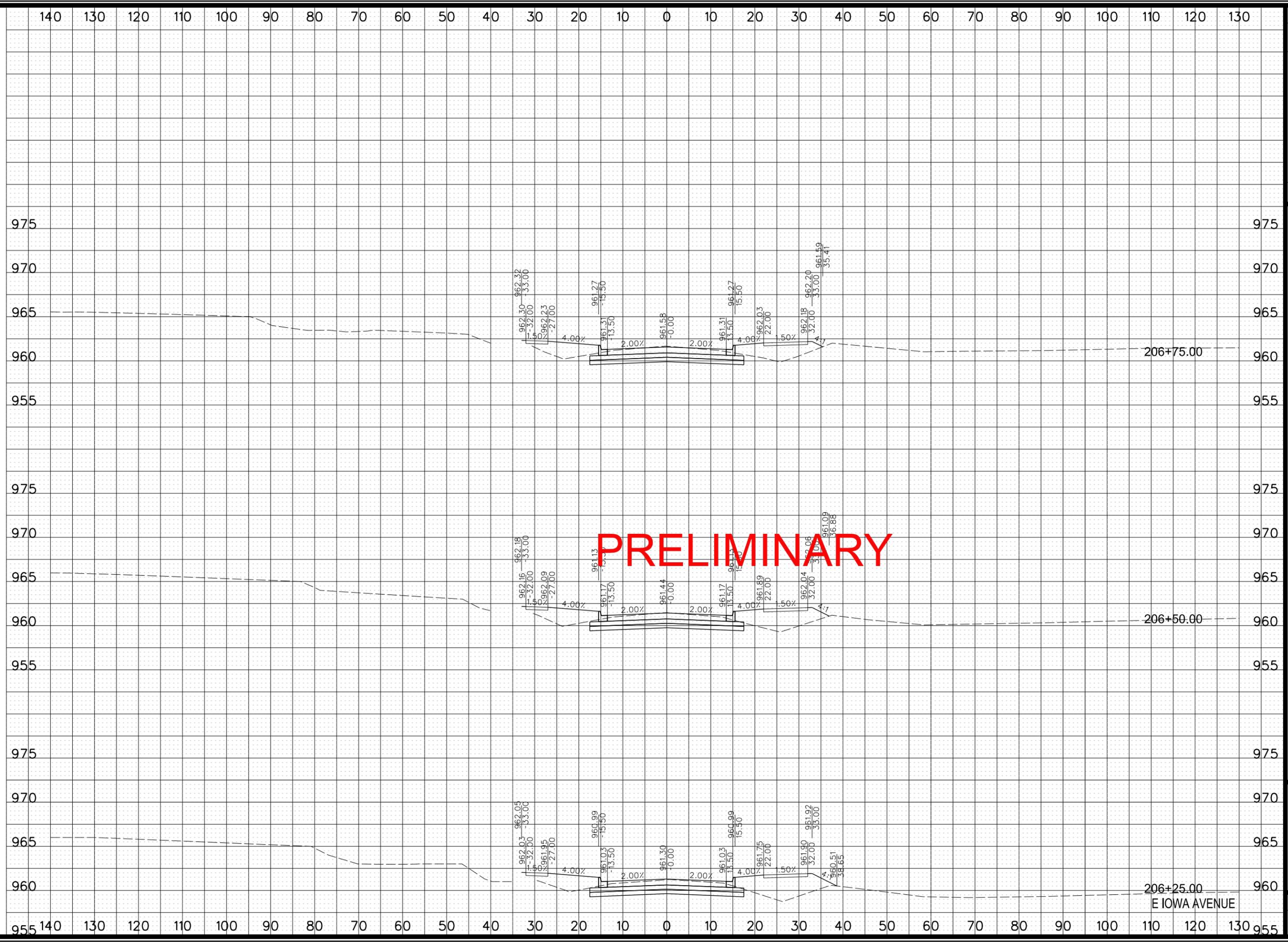
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

SNYDER & ASSOCIATES

Project No: **1191077**

Sheet **128** W.6

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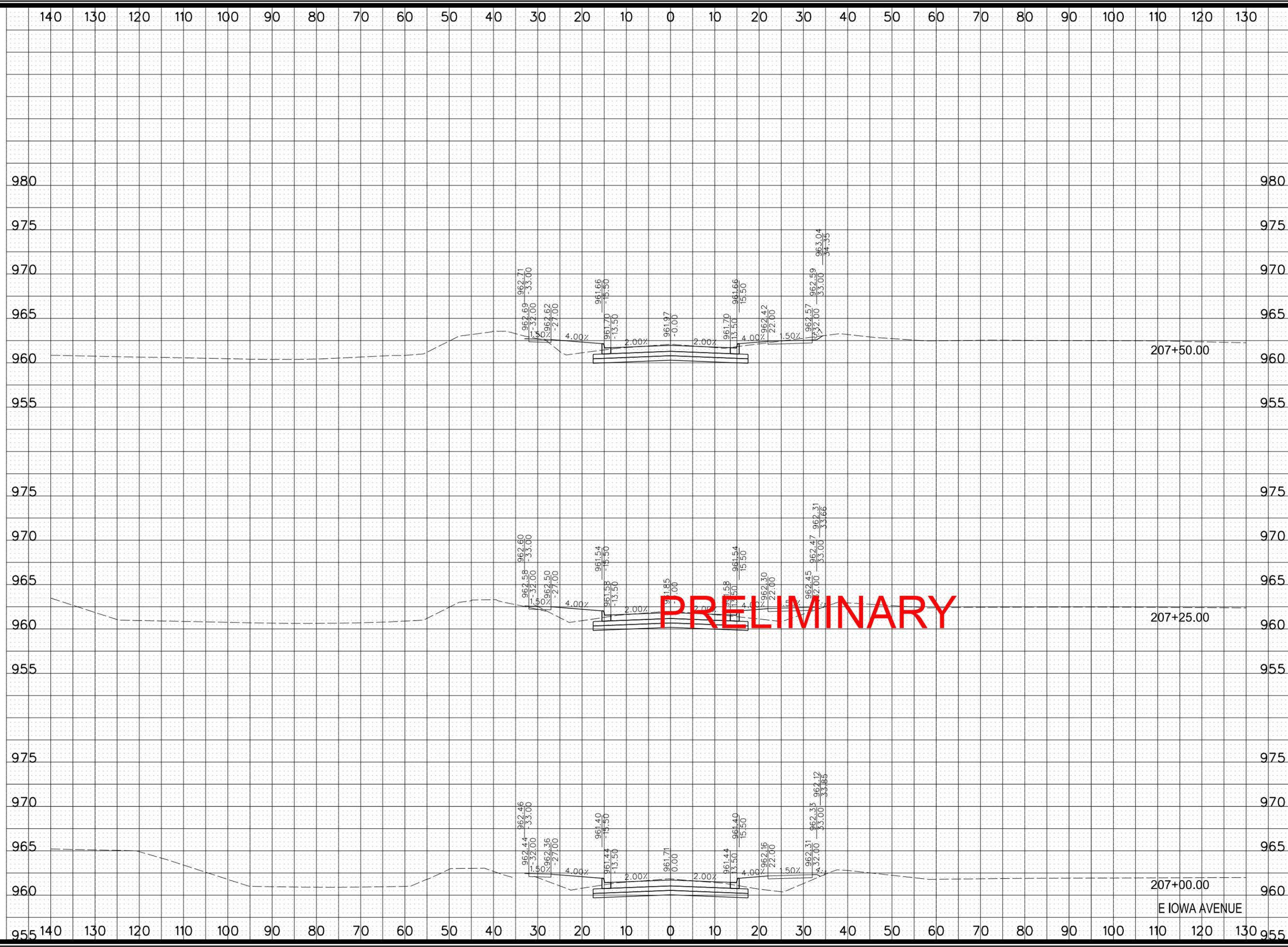


MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.7

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
 2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
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Project No: 1191077
 Sheet **129** W.7



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.8

EAST IOWA AVENUE PAVING PROJECT

CROSS SECTIONS

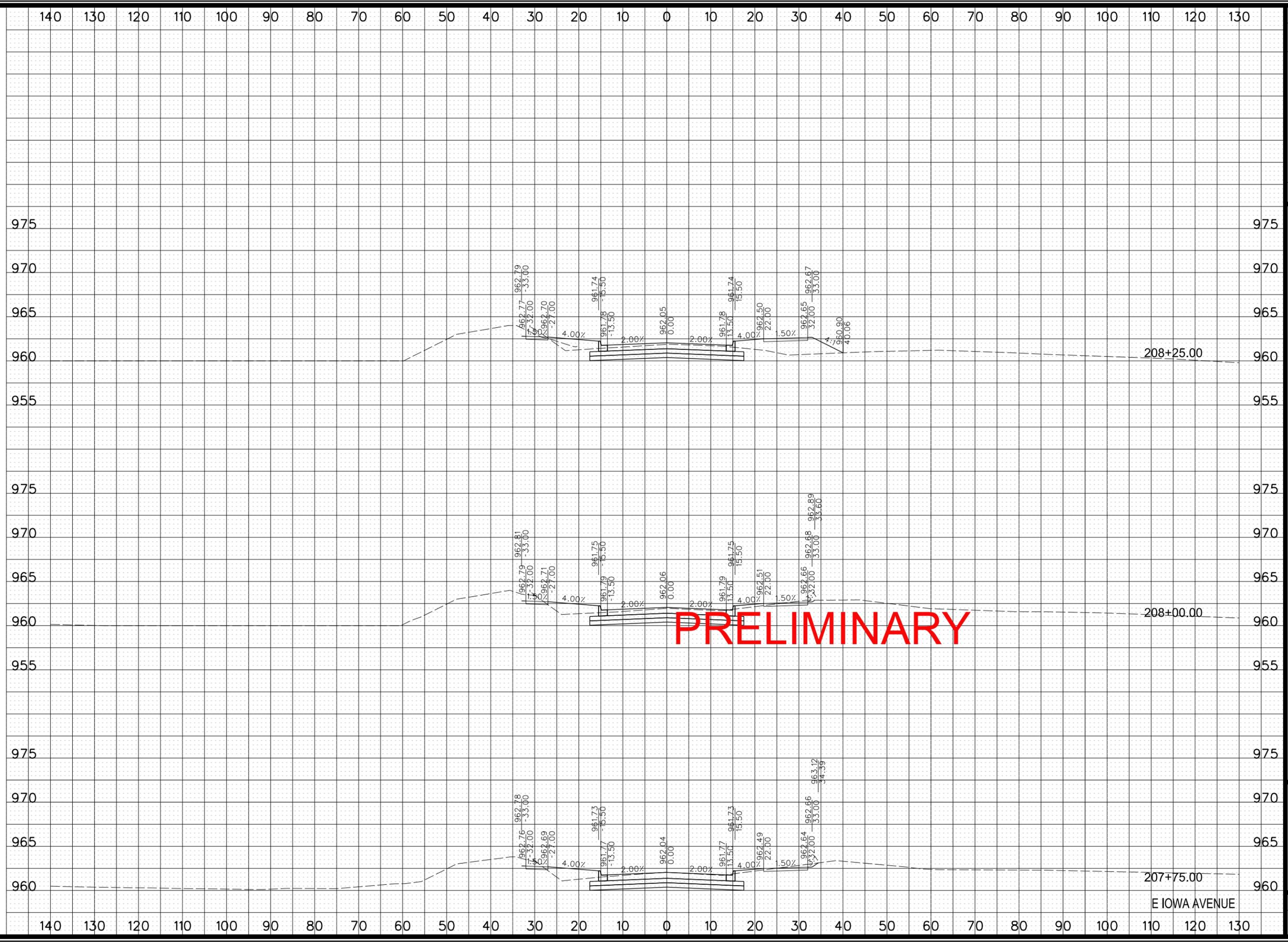
INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

Project No: 1191077

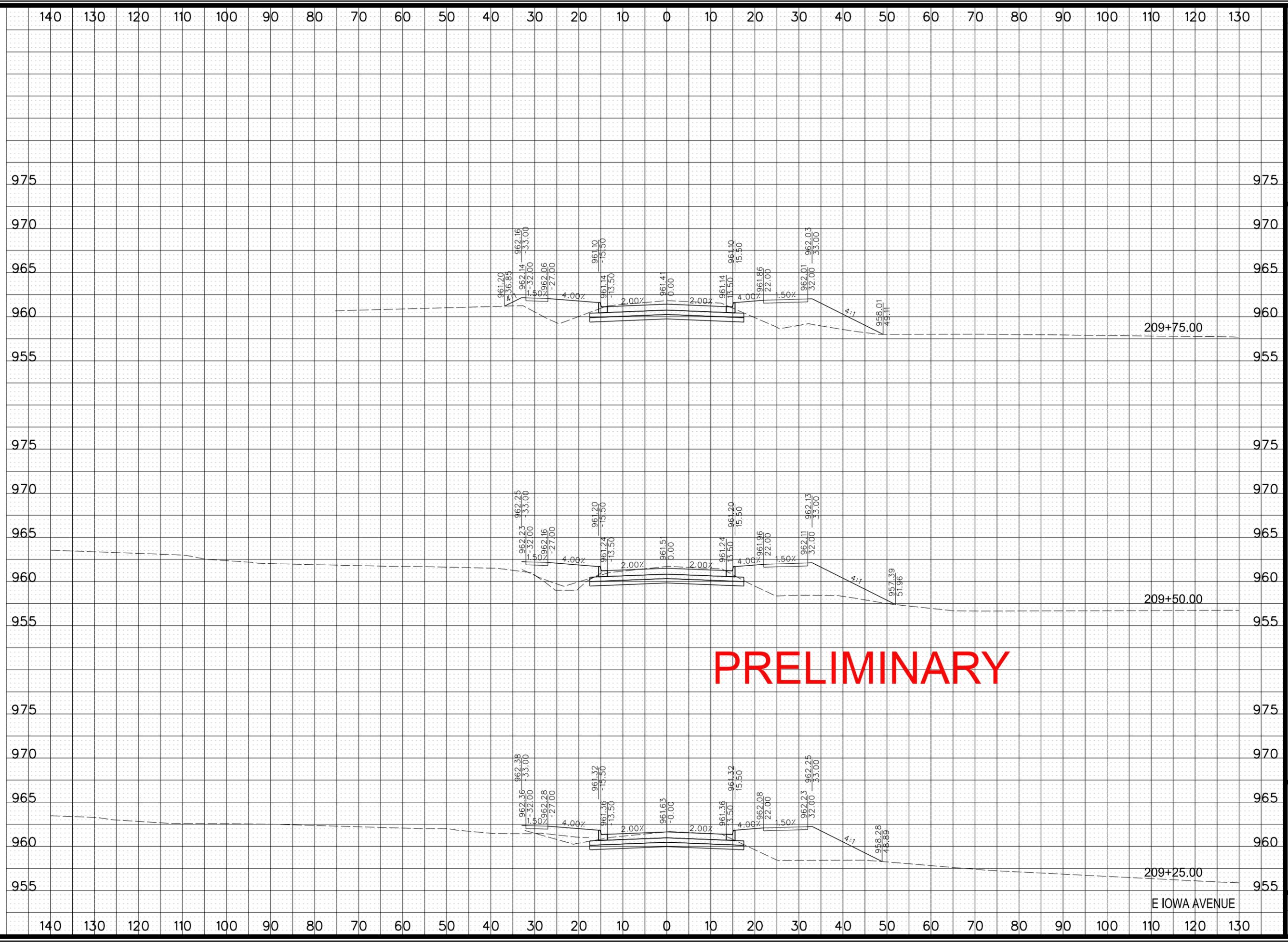
Sheet ¹³⁰ W.8



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.9

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

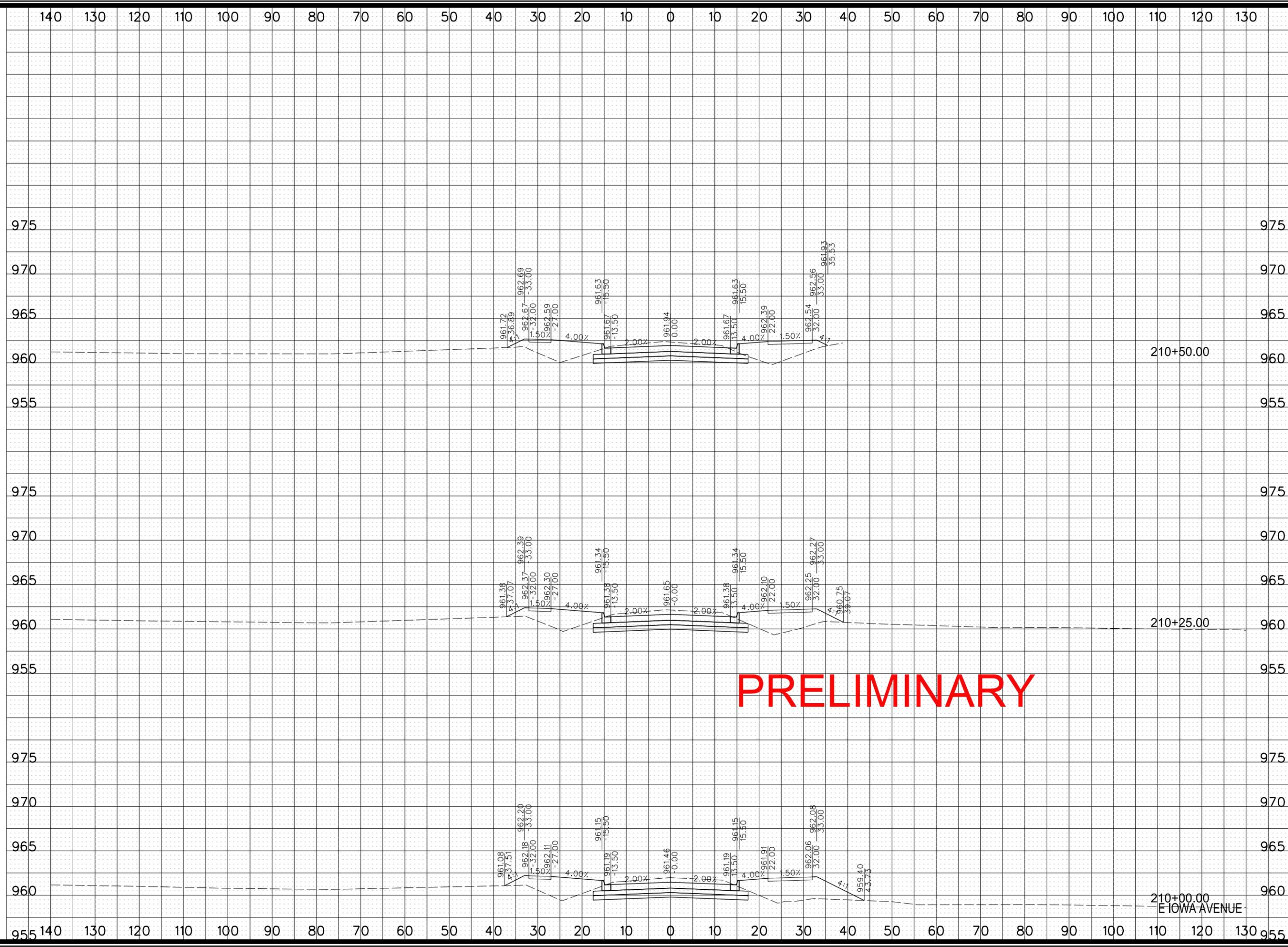
Project No: 1191077
Sheet ¹³¹ W.9



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.11

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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ANKENY, IOWA 50023
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Project No: 1191077
Sheet ¹³³ W.11

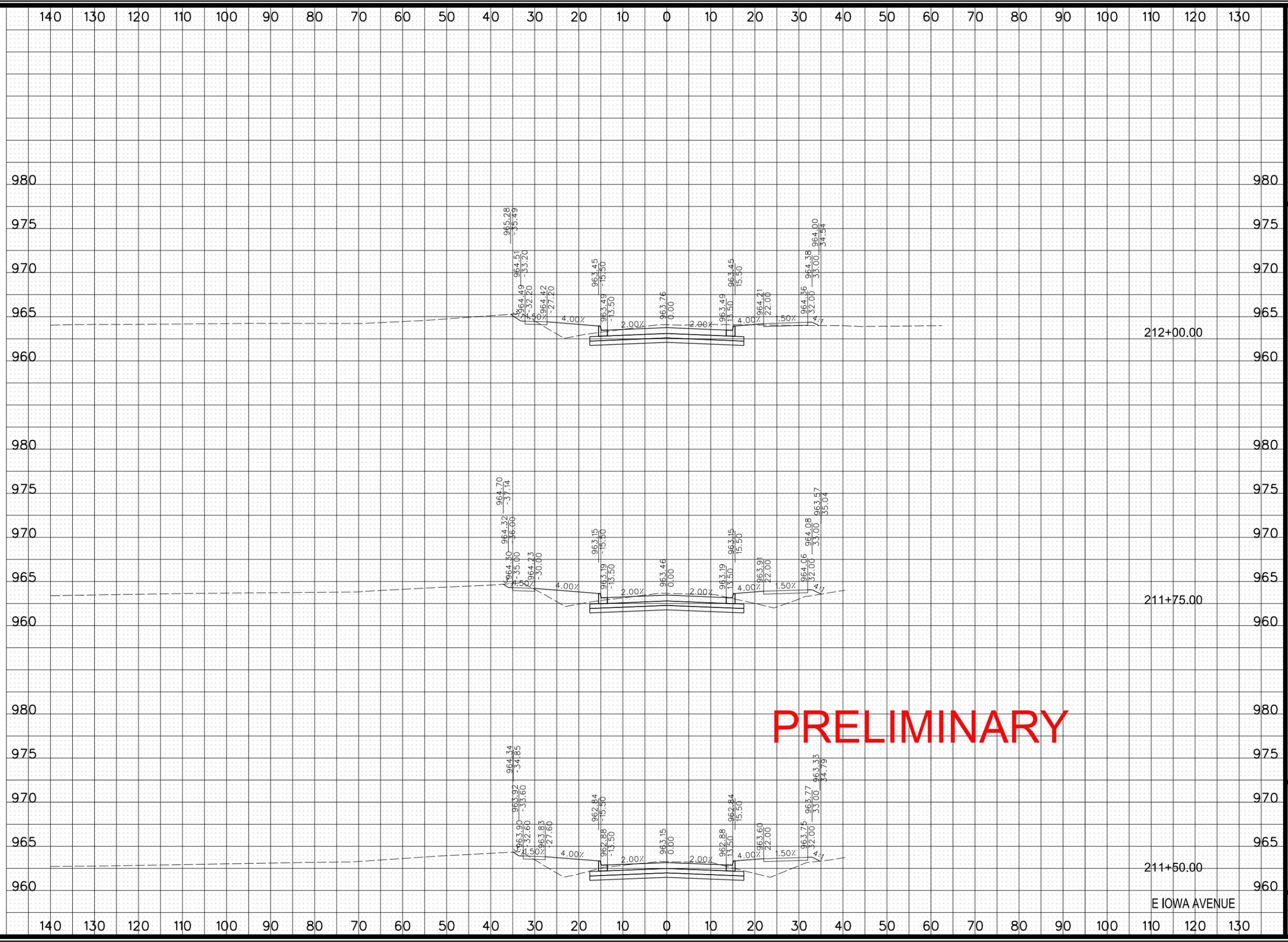


MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.12

EAST IOWA AVENUE PAVING PROJECT
INDIANOLA, IOWA
CROSS SECTIONS
SNYDER & ASSOCIATES, INC.
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
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Project No: 1191077
Sheet 134 W.12

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MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.14

EAST IOWA AVENUE PAVING PROJECT

CROSS SECTIONS

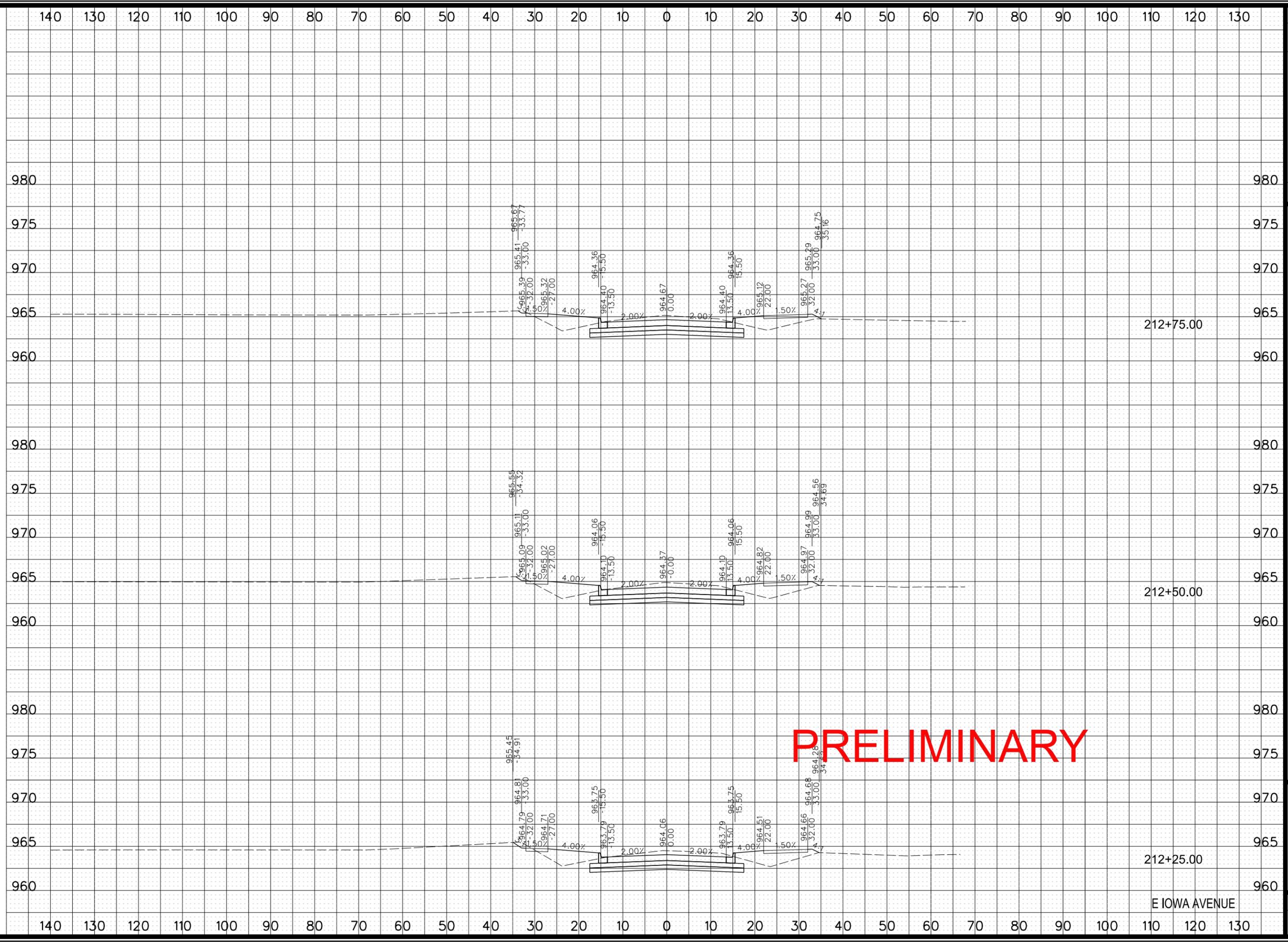
INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

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 ANKENY, IOWA 50023
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SNYDER & ASSOCIATES

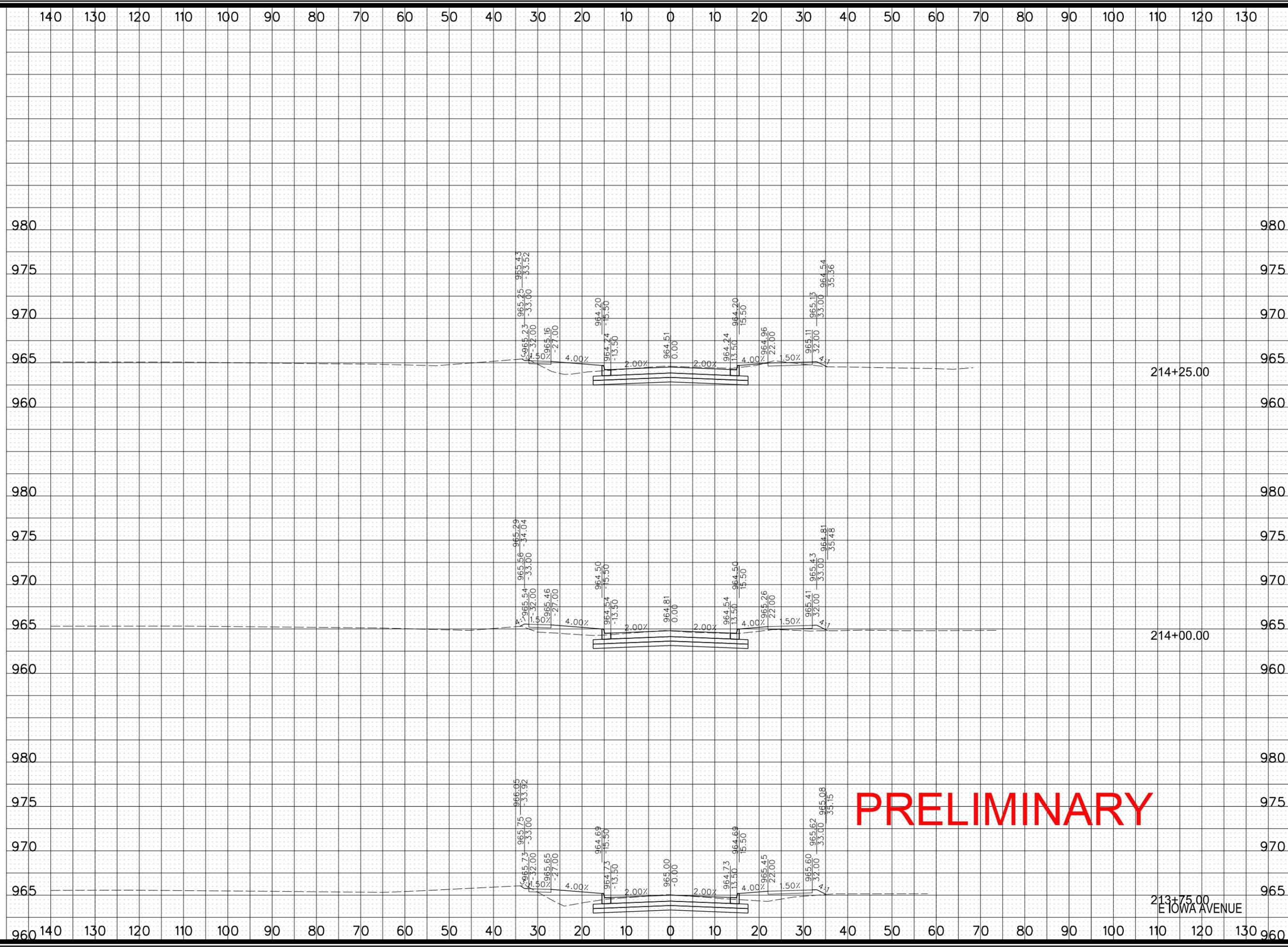
Project No: 1191077
 Sheet **W.14**



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.15

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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Project No: 1191077
Sheet ¹³⁷ W.15

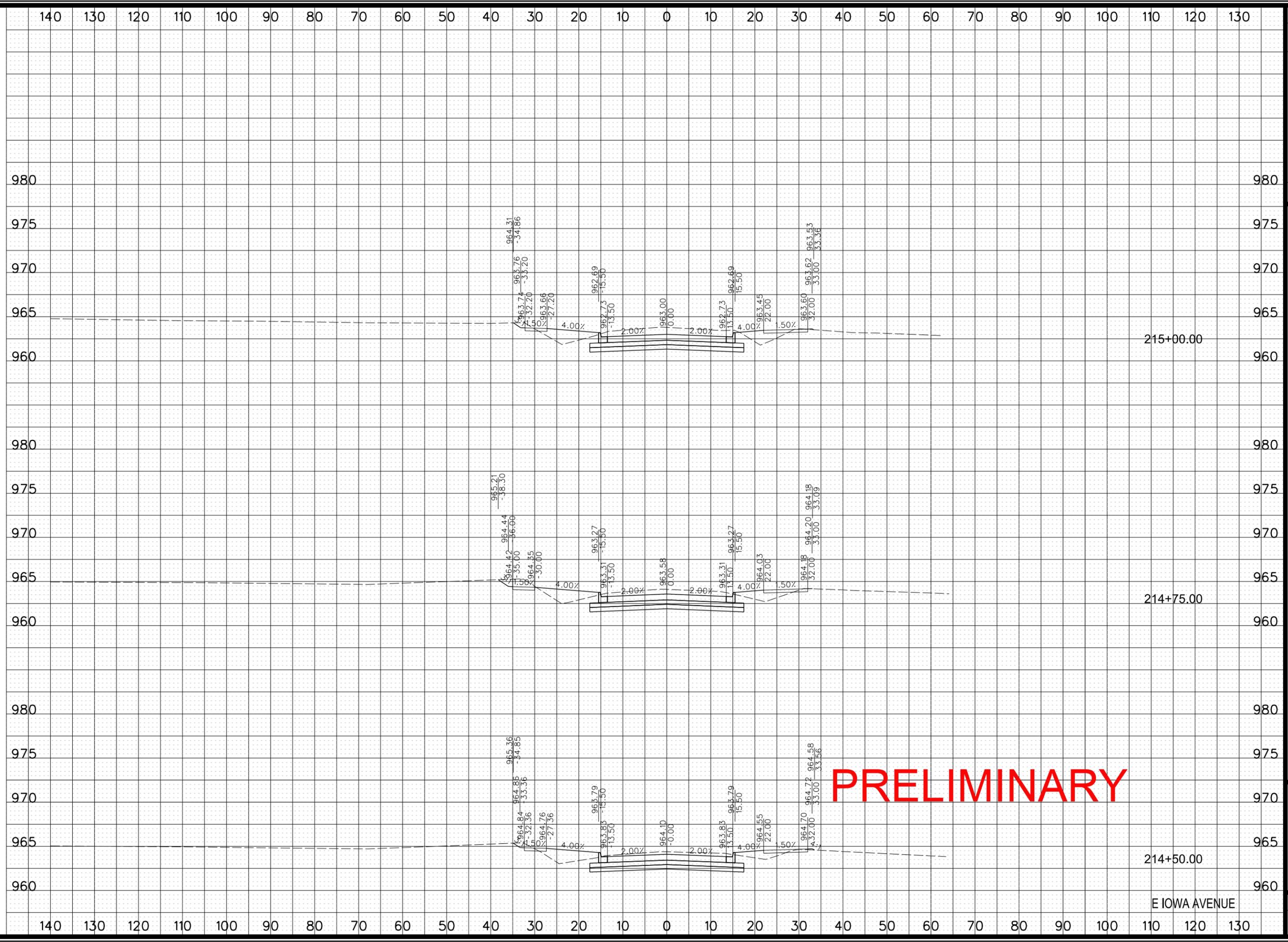


MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.17

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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PRELIMINARY

SNYDER & ASSOCIATES
Project No: 1191077
Sheet **W.17**

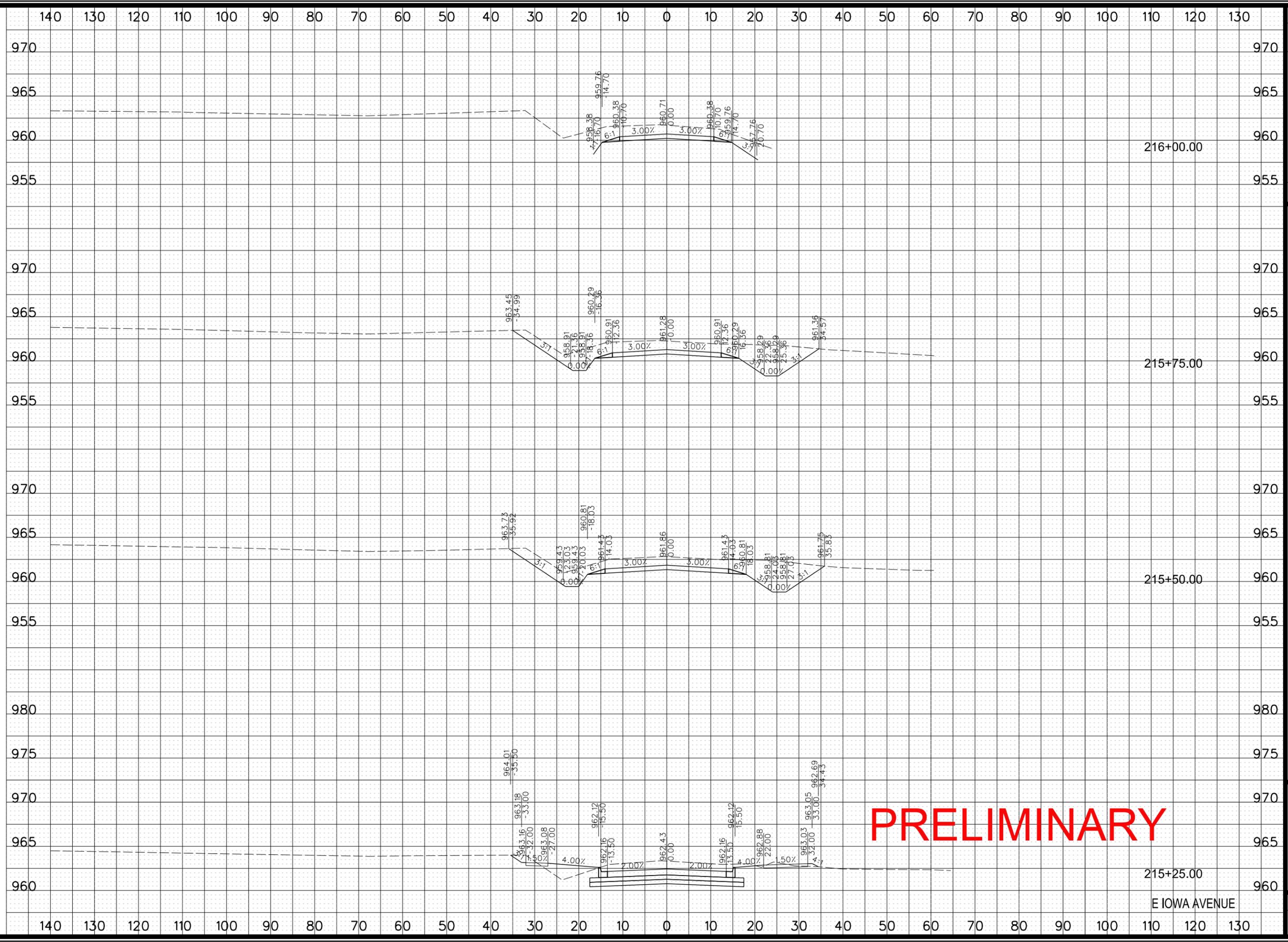


MARK	REVISION	DATE	BY
	Engineer: MLA	Checked By: DNM	Scale: 1" = 10'
	Technician: KSB	Date: 02/26/2020	Field Bk:

Project No: 1191077 Sheet **W.18**

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
SNYDER & ASSOCIATES, INC.
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SNYDER & ASSOCIATES
Project No: 1191077
Sheet **140** W.18



PRELIMINARY

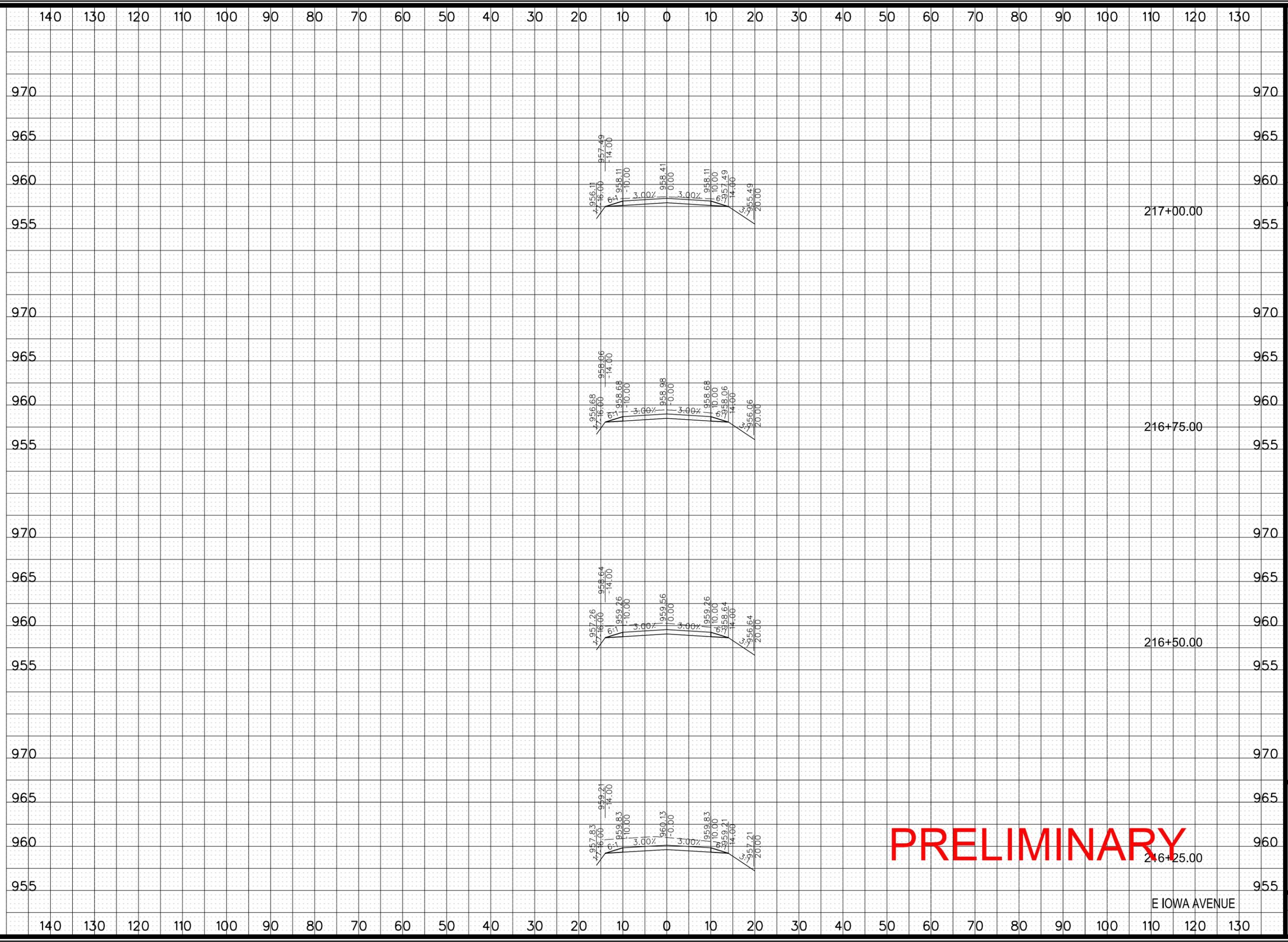
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MLA	Checked By: DNM	Scale: 1"= 10'	
KSB	Date: 02/26/2020	Field Bk:	

Project No: 1191077
Sheet W.19

EAST IOWA AVENUE PAVING PROJECT
CROSS SECTIONS
INDIANOLA, IOWA
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SNYDER & ASSOCIATES
Project No: 1191077
Sheet W.19

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MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1" = 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.20

EAST IOWA AVENUE PAVING PROJECT

CROSS SECTIONS

INDIANOLA, IOWA

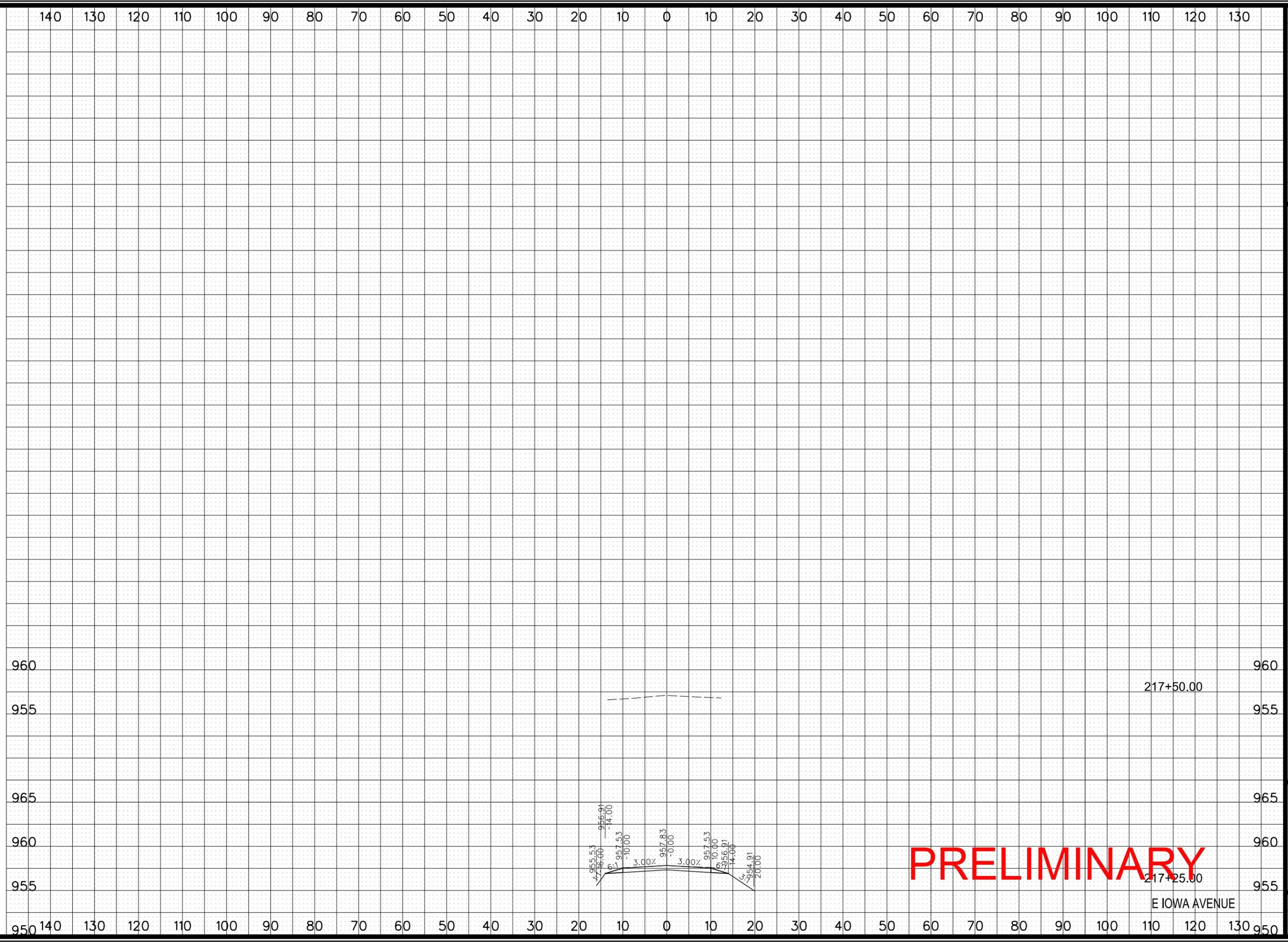
SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
 515-964-2020 | www.snyder-associates.com

PRELIMINARY

SNYDER & ASSOCIATES

Project No: 1191077
 Sheet **142** W.20



MARK	REVISION	DATE	BY
Engineer: MLA	Checked By: DNM	Scale: 1"= 10'	
Technician: KSB	Date: 02/26/2020	Field Bk:	Project No: 1191077
			Sheet W.21

EAST IOWA AVENUE PAVING PROJECT

CROSS SECTIONS

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



SNYDER & ASSOCIATES

Project No: 1191077

Sheet **143** W.21

**EAST IOWA AVENUE PAVING PROJECT
CITY OF INDIANOLA**

Project No. 119.1077

	<p>I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.</p> <p>PRELIMINARY</p> <hr/> <p>David N. Moeller, P.E. Date License Number 12552 My License Renewal Date is December 31, 2020 Pages or sheets covered by this seal: ALL SHEETS</p>
---	--

Prepared by:

SNYDER & ASSOCIATES, INC.
2727 SW Snyder Blvd.
Ankeny, Iowa 50023
(515) 964-2020

EAST IOWA AVENUE PAVING PROJECT
INDIANOLA, IOWA
S&A PROJECT NO. 119.1077

The following documents are a part of this contract:

<u>Document</u>	<u>Pages</u>
Notice to Bidders	NTB - 1 to NTB – 2
Notice of Hearing.....	NH - 1
Instruction to Bidders	ITB - 1 to ITB – 2
Proposal (Including SRF Attachments).....	P - 1 to P – 8
Bid Bond	BB - 1 to BB - 2
Contract	C - 1 to C - 6
Performance, Payment, and Maintenance Bond	PPM - 1 to PPM - 5
Notice to Proceed	NP - 1

Special Provisions

PRELIMINARY

Specifications:

The Iowa Statewide Urban Standard Specifications for Public Improvements, 2012 Edition, referred to in the plans and specifications as SUDAS, shall apply to construction work on this project, except as modified in the plans and special provisions.

NOTICE TO BIDDERS
CITY OF INDIANOLA PUBLIC IMPROVEMENT PROJECT

Notice is hereby given that a public hearing will be held by the City of Indianola on the proposed contract documents (plans, specifications, and form of contract) and estimated cost for the improvement at its meeting at **Time, A.M./P.M. on Date of Public Hearing,** in the Council Chambers, City Hall, 110 North 1st Street, Indianola, Iowa for the East Iowa Avenue Paving Project.

Sealed bids for the work comprising each improvement as stated below must be filed before **Time, A.M./P.M.** according to the clock the office of the City Clerk on **Date of Receiving Bids,** in the office of the City Clerk, 110 North 1st Street, Indianola, Iowa. Bids received after the deadline for submission of bids as stated herein shall not be considered and shall be returned to the late bidder unopened.

Sealed proposals will be opened and bids tabulated at **Time, A.M./P.M. on Date of Bid Opening,** in the Council Chambers for consideration by the City Council at its meeting on **Jurisdiction meeting date.**

Work on the improvement shall be commenced immediately upon approval of the contract by the Council, and be completed as stated below.

The contract documents may be examined at the Indianola City Hall, 110 North 1st Street, Indianola, Iowa 50125. Hard copies of the project documents may be obtained from Snyder & Associates, Inc. 2727 SW Snyder Blvd, Ankeny, Iowa 50023 at no cost. Electronic contract documents are available at no cost by clicking on the "Bids" link at www.snyder-associates.com and choosing the East Iowa Avenue Paving Project on the left. Project information, engineer's cost opinion, and planholder information is also available at no cost at this website. Downloads require the user to register for a free membership at QuestCDN.com.

By virtue of statutory authority preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident.

General Nature of the Public Improvement

Each bidder shall accompany its bid with bid security as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon and will furnish after the award of contract a corporate surety bond, in a form acceptable to the Jurisdiction, for the faithful performance of the contract, in an amount equal to 100% of the amount of the contract. The bidder's security shall be in the amount fixed in the Instruction to Bidders and shall be in the form of a cashier's check or a certified check drawn on an FDIC insured bank in Iowa or on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond on the form provided in the contract documents with corporate surety satisfactory to the Jurisdiction. The bid shall contain no condition except as provided in the specifications.

The City of Indianola reserves the right to defer acceptance of any bid for a period of sixty (60) calendar days after receipt of bids and no bid may be withdrawn during this period.

Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Indianola and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment of all material and labor, and protect and save harmless City of Indianola from claims and damages of any kind caused by the operations of the contract and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of two years from and after acceptance of the contract. The guaranteed maintenance period for new paving shall be four years.

The City of Indianola, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Contractor shall fully complete the project in (no later than) **Indicate number of calendar days; number of working days; or calendar date.** Should the contractor fail to complete the work in this timeframe, liquidated damages of **Indicate the amount of liquidated damages that will be charged** per calendar day will be assessed for work not completed within the designated contract term.

The City of Indianola does hereby reserve the right to reject any or all bids, to waive informalities, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the jurisdiction.

A preletting conference will be held on **Date and Time of the Preletting Conference if necessary.** in the **Location of the Preletting Conference if necessary.** Immediately after the conference, a site tour will be conducted.

This Notice is given by authority of the **Name of Jurisdiction**

/s/ Signature of the Responsible Party for Notification

Name of Jurisdiction

NOTICE OF HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATE OF COST FOR THE EAST IOWA AVENUE PAVING PROJECT FOR THE CITY OF INDIANOLA.

Public Notice is hereby given that at Time, A.M./P.M. on the Day day of Month, Year., the City Council will, in the Location of Hearing, hold a hearing whereat said City Council will resolve to adopt plans, specifications, form of contract and estimate of cost for the construction of the East Iowa Avenue Paving Project and, at the time, date and place specified above, or at such time, date and place as then may be fixed, to act upon proposals and enter into contract for the construction of said improvements.

General Nature of the Public Improvement

At said hearing, the City Council will consider the proposed plans, specifications, form of contract and estimate of cost for said project, the same now being on file in the Client location where documents can be examined (e.g. Office of City Clerk at City Hall, etc.), reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any comments/objections to said plans, specifications and form of contract or to the estimated cost of said improvements made by any interested party.

This Notice is given by authority of the City of Indianola.

/s/ Signature of the Responsible Party for Notification

Name of Jurisdiction

Published in the Newspaper of Publishing

PRELIMINARY

Bid Date _____
Time _____

INSTRUCTIONS TO BIDDERS

Project Name EAST IOWA AVENUE PAVING PROJECT

The work comprising the above referenced project shall be constructed in accordance with the 2020 edition of the SUDAS Standard Specifications and as further modified by supplemental specifications and special provisions included in the contract documents. The terms used in the contract revision of the documents are defined in said Standard Specifications. Before submitting your bid, review the requirements of Division 1, General Provisions and Covenants, in particular the sections regarding proposal requirements, bonding, contract execution and insurance requirements. Be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause your bid not to be read.

I. BID SECURITY

The bid security must be in the minimum amount of (Minimum is 5% and Maximum is 10%) of the total bid amount including all add alternates (do not deduct the amount of deduct alternates). Bid security shall be in the form of a cashier's check or a certified check, drawn on an FDIC insured bank in Iowa or drawn on an FDIC insured bank chartered under the laws of the United States; or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States; or a bid bond executed by a corporation authorized to contract as a surety in Iowa or satisfactory to the Jurisdiction. The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; facsimile (fax) of any signature or use of an electronic signature on the bid bond is not acceptable. Bid security other than said bid bond shall be made payable to the City of Indianola. "Miscellaneous Bank Checks," and personal checks, as well as "Money Orders" and "Traveler's Checks" issued by persons, firms, or corporations licensed under Chapter 533C of the Iowa Code, are not acceptable bid security.

II. SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- PRELIMINARY
- A. The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder, and deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids, along with the appropriate bid security sealed in a separate envelope identified as Bid Security and attached to the outside of the bid proposal envelope. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered. If the Jurisdiction provides envelopes for proposals and bid security, bidders shall be required to utilize such envelopes in the submission of their bids.

B. The following documents shall be completed, signed, and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.

1. PROPOSAL – Complete each of the following parts:

- Part B – Acknowledgment of Addenda, if any have been issued
- Part C – Bid Items, Quantities, and Prices
- Part F – Additional Requirements

The following proposal attachments must be completed and attached:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	_____
2.	_____
3.	_____
4.	_____
5.	_____
6.	_____

- Part G – Identity of Bidder (including the Bidder Status Form)

Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature or electronic signatures will not be accepted. The Bidder Status Form is required by the Iowa Labor Commissioner, pursuant to the Iowa Administrative Code rule 875-156.2(1). The Bidder must complete and submit the Bidder Status Form, signed by an authorized representative of the Bidder, with their bid proposal. Under Iowa Administrative Code rule 875-156.2(1), failure to provide the Bidder Status Form with the bid may result in the bid being deemed non-responsive and may result in the bid being rejected. The Worksheet: Authorized to Transact Business from the Labor Commissioner is including on the following page and can be used to assist Bidders in completing the Bidder Status Form.

PRELIMINARY

The following documents must be submitted as printed. No alterations, additions, or deletions are allowed. If the Bidder notes a requirement in the contract documents that the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

PROPOSAL

PROPOSAL: PART A – SCOPE

The _____, hereinafter called the “Jurisdiction,” has need of a qualified contractor to complete the work comprising the below referenced improvement. The undersigned Bidder hereby proposes to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the _____, at the prices hereinafter provided in Part C of the Proposal, for the following described improvements:

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued, and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____ ADDENDUM NUMBER _____

ADDENDUM NUMBER _____ ~~ADDENDUM NUMBER _____~~

and certifies that said addenda were utilized in the preparation of this bid.

PRELIMINARY

PROPOSAL: PART C – BID ITEMS, QUANTITIES, AND PRICES

UNIT BID PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices are approximate only, but are considered sufficiently adequate for the purpose of comparing bids. The Total Construction Cost plus any alternates selected by the Jurisdiction, shall be used only for comparison of bids. The Total Construction Cost, including any Add-Alternates, shall be used for determining the sufficiency of the bid security.

BASE BID CONTRACTS: The Bidder must provide any Bid Prices, any Alternate Prices, and the Total of the Base Bid plus any Add-Alternates on the Proposal Attachment: Part C – Bid Items, Quantities, and Prices. The Total of the Base bid plus any Alternates selected by the Jurisdiction shall be used only for comparison of bids. The Total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project, reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive bidder to be based on comparison of the total bid plus any selected alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work on this project on or before a date to be specified in a written notice to proceed by the Jurisdiction, and to fully complete the project _____; and to pay liquidated damages for noncompliance with said completion provisions at the rate of _____ dollars (\$ _____) for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any bidder or person, to submit a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other bidder, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below that are included in this proposal and identified as proposal attachments:

<u>ITEM NO.</u>	<u>DESCRIPTION OF ATTACHMENT</u>
1.	PRELIMINARY
2.	
3.	
4.	
5.	
6.	

INSTRUCTIONS:

This space is provided for the Jurisdiction to list any additional requirements that would be general proposal requirements for all improvements to be let by the Jurisdiction and/or project specific proposal requirements. These detailed additional requirements are attached to the proposal and may include such items as references, disadvantage business requirements, and other special requirements.

PROPOSAL: PART G – IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

- Individual, Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Joint-venture: all parties must join-in and execute all documents
- Other

The Bidder shall enter its Public Registration Number _____ - _____ issued By the Iowa Commissioner of Labor Pursuant Section 91C.5 of the Iowa Code.

Failure to provide said Registration Number shall result in the bid being read under advisement. A contract will not be executed until the Contractor is registered.

_____ Bidder

_____ Signature

By _____ Name (Print/Type)

_____ Title

_____ Street Address

_____ City, State, Zip Code

_____ Telephone Number

Type or print the name and title of the company's owner, president, CEO, etc. if a different person than entered above

_____ Name

_____ Title

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

PRELIMINARY

PROPOSAL ATTACHMENT: PART C Project Name _____

PROPOSAL

PROPOSAL ATTACHMENT: PART C – BID ITEMS, QUANTITIES, AND PRICES

This is a UNIT BID PRICE CONTRACT. The bidder must provide the Bid Price(s), any Alternate Price(s), and the Total of the Base Bid plus any Add-Alternates in this Proposal Attachment: Part C – Bid Items, Quantities, and Prices the total of the base bid plus any alternates selected by the Jurisdiction shall be used only for comparison of bids. The total of the Base Bid plus any Add-Alternates shall be used for determining the sufficiency of the bid security.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
GENERAL PROVISIONS					
				\$	\$
EARTHWORK					
				\$	\$
SEWERS AND DRAINS					
				\$	\$
WATER MAIN AND APPURTENANCES					
				\$	\$
STRUCTURES FOR SANITARY AND STORM					
				\$	\$
STREETS AND RELATED WORK					
				\$	\$
TRAFFIC CONTROL					
				\$	\$
SITE WORK AND LANDSCAPING					
				\$	\$

PRELIMINARY

TOTAL CONSTRUCTION COST \$ _____

INSTRUCTIONS:

This space is provided for the Jurisdiction to list the bid items and estimated units. The Jurisdiction may utilize its own format.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 1 - _____

INSTRUCTIONS:

The Jurisdiction should provide detailed information here concerning the additional requirements listed in Proposal: Part F – Additional Requirements.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS
ITEM 2 - _____

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- Yes No My business is currently registered as a contractor with the Iowa Division of Labor.
- Yes No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- Yes No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- Yes No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- Yes No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa Secretary of State, has filed its most recent biennial report with the Secretary of State, and has neither received a certificate of withdrawal from the Secretary of state nor had its authority revoked.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- Yes No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- Yes No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- Yes No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa Secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- Yes No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- Yes No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

PRELIMINARY

Bidder Status Form

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

- Yes No My company is authorized to transact business in Iowa.
(To help you determine if your company is authorized, please review the worksheet on the next page).
- Yes No My company has an office to transact business in Iowa.
- Yes No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.
- Yes No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.
- Yes No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a non-resident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to bidders who are residents? Yes No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

PRELIMINARY

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

BID BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto _____, as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), or _____ percent of the amount bid in lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following described improvements;

PRELIMINARY

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be _____ County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

NOW, THEREFORE, if said proposal by the Principal be accepted, and the Principal shall enter into a contract with Jurisdiction in accordance with the terms of such proposal, including the provision of insurance and of a bond as may be specified in the contract documents, with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay to the Jurisdiction the full amount of the bid bond, together with court costs, attorney’s fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, 20_____.

SURETY:

PRINCIPAL:

PRELIMINARY

Surety Company

By _____
Signature Attorney-in-Fact/Officer

Printed Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Bidder

By _____
Signature

Printed Name

Title

Address

City, State, Zip Code

Telephone Number

NOTE: All signatures on this bid bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted. This bond must be sealed with the Surety’s raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety’s raised, embossing seal.

CONTRACT NO. _____

DATE _____

CONTRACT

THIS CONTRACT, made and entered into at _____ this _____ day of _____, _____, by and between the _____ by its _____, upon order of its _____ hereinafter called the "Jurisdiction," and _____ hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the _____. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, _____ Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following describe improvements:

PRELIMINARY

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written notice to proceed by the Jurisdiction and to fully complete the project _____; and to pay liquidated damages for noncompliance with said completion provisions at the rate of _____ dollars (\$_____) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

CONTRACTOR

By _____

Contractor

(Seal)
ATTEST:

By _____
Signature

Title

FORM APPROVED BY:

Attorney for Jurisdiction

Street Address

City, State, Zip Code

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration Number _____ - _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations.

PRELIMINARY

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
 _____ County)

PRELIMINARY

On this ____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20 ____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____ by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

PRELIMINARY

Notary Public in and for the State of _____
My commission expires _____, 20____

(CONT. CONTRACT)

S&A Project No. 119.1077

CONTRACT ATTACHMENT

Project Name _____

CONTRACT ATTACHMENT: ITEM 1 - GENERAL

PRELIMINARY

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
GENERAL PROVISIONS					
				\$	\$
EARTHWORK					
				\$	\$
SEWERS AND DRAINS					
				\$	\$
WATER MAIN AND APPURTENANCES					
				\$	\$
STRUCTURES FOR SANITARY AND STORM					
				\$	\$
STREETS AND RELATED WORK					
				\$	\$
TRAFFIC CONTROL					
				\$	\$
SITE WORK AND LANDSCAPING					
				\$	\$
				TOTAL CONSTRUCTION COST \$	

PRELIMINARY

INSTRUCTIONS:

This space is provided for the Jurisdiction to list the bid items and cost information from the low bidders proposal.

SURETY BOND NO. _____

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of _____ DOLLARS (\$ _____), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor’s default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. PAYMENT: The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.
3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of _____ year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction’s reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor’s and Surety’s failure to remedy any defect as required by this section.

PRELIMINARY

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

PRELIMINARY

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be _____ County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s) or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Agent

Contractor

By: _____
Signature

Printed Name of Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By: _____
Signature Attorney-in-Fact Officer

Company Telephone Number

Printed Name of Attorney-in-Fact Officer

Company Name

FORM APPROVED BY:

Company Address

Attorney for Jurisdiction

City, State, Zip Code

Company Telephone Number

NOTE:

PRELIMINARY

1. All signatures on this performance, payment, and maintenance bond must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.
2. This bond must be sealed with the Surety's raised, embossing seal.
3. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this bond must be exactly as listed on the Certificate or Power of Attorney accompanying this bond.

NOTICE TO PROCEED

PROJECT: _____

OWNER: _____ DATE: _____

TO: Contractor Name: _____

Contractor Address: _____

You are hereby notified to commence work in accordance with the Contract dated _____, _____; on or before _____, and you are to complete the work as follows:

The Contractor shall fully complete the project within 50 working days. Fully complete shall be defined as all utility, culverts, grading, sidewalks, driveways, ramps and pavement repairs, and seeding/mulching construction being completed, with the new streets and driveways being fully open to traffic and all improvements being ready for final acceptance. Should the Contractor fail to fully complete the work in this timeframe, liquidated damages of _____s (\$_____) per working day will be assessed for work not completed within the designated Contract term(s).

By: _____

Title: _____

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged by _____ of _____

_____ on this the _____ day of _____, 20____.

By: _____

Title: _____

PRELIMINARY

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PRELIMINARY PLAT AND SCHEDULE, ESTIMATE OF COST AND PROPOSED PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE EAST IOWA AVENUE PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION ADOPTING PRELIMINARY PLAT AND SCHEDULE, ESTIMATE OF COST AND PROPOSED PLANS AND SPECIFICATIONS FOR THE CONSTRUCTION OF THE EAST IOWA AVENUE PAVING PROJECT

WHEREAS, this Council has caused to be prepared preliminary plat, schedule and estimate of cost, together with plans and specifications, for the construction of the East Iowa Avenue Paving Project, and this Council has fixed the valuations of the property proposed to be assessed as shown therein; and

WHEREAS, the Council finds that each lot separately assessed in the schedule of assessments meets the definition of a lot as described in Section 384.37(10), Code of Iowa, or in the case of lots consisting of multiple parcels that the parcels have been assembled into a single unit for the purpose of use or development; and

WHEREAS, the plat and schedule, estimate of cost and plans and specifications appear to be proper for the purpose intended:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, STATE OF IOWA:

That the plat and schedule, estimate of cost and plans and specifications be and the same are hereby adopted as the proposed plat, schedule, estimate of cost and plans and specifications for the improvements and are hereby ordered placed on file with the Clerk for public inspection.

BE IT FURTHER RESOLVED, that the boundaries of the District for the making of the improvements, as shown in the Engineer's plat, be and the same are hereby fixed as the boundaries for the East Iowa Avenue Paving Project.

PASSED AND APPROVED this 2nd day of March, 2020.

Mayor

ATTEST:

City Clerk

Meeting Date: 03/02/2020

Subject

Resolution fixing the value of the lots to be assessed for the East Iowa Avenue Paving Project.

Information

Roll call is in order.

Fiscal Impact

Attachments

Resolution fixing value of lots

Council Member _____ introduced the following Resolution entitled "RESOLUTION FIXING VALUES OF LOTS FOR THE EAST IOWA AVENUE PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION FIXING VALUES OF LOTS FOR THE EAST IOWA AVENUE PAVING PROJECT

WHEREAS, this Council after full investigation and upon the report and recommendation of the appointed valuation committee, has arrived at a determination of the value of each lot located within the East Iowa Avenue Paving Project, the valuation being set forth in a preliminary schedule entitled "East Iowa Avenue Paving Project, City of Indianola", under the column therein headed "Council Valuation":

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, STATE OF IOWA:

That the schedule of values, hereinabove referred to, be and the same is adopted as the valuations of the lots, with the proposed public improvements completed, within the boundaries of the improvements and the Clerk is hereby directed to forthwith deliver the same to David N. Moeller, P.E., the Engineer, for the project, the Engineer to insert the values in the schedule of assessments which is to be prepared and filed with this Council.

PASSED AND APPROVED this 2nd day of March, 2020.

Mayor

ATTEST:

City Clerk

Meeting Date: 03/02/2020

Subject

Resolution adopting proposed resolution of necessity for the East Iowa Avenue Paving Project and setting March 25, 2020 as a Public Hearing for the purpose of hearing property owners subject to assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the District.

Information

Roll call is in order.

Fiscal Impact

Attachments

Resolution of necessity

Council Member _____ introduced the following Resolution entitled "RESOLUTION OF NECESSITY (PROPOSED)", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION OF NECESSITY (PROPOSED)

WHEREAS, preliminary plans and specifications and plat and schedule and estimate of cost are now on file in the office of the Clerk showing the boundaries of the District, containing the properties and lots to be assessed, locations of the improvements, each lot proposed to be assessed, together with a valuation of each lot as fixed by the Council, an estimate of the cost of the entire proposed improvements, stating the cost of each type of construction and kind of materials to be used, and an estimate of the amount proposed to be assessed against each lot, for the construction of the East Iowa Avenue Paving Project, as hereinafter described, in the City of Indianola, State of Iowa:

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, STATE OF IOWA:

That it is deemed desirable, advisable and necessary to construct as a single improvement the East Iowa Avenue Paving Project, in the City of Indianola, State of Iowa.

The District containing the properties to be assessed is set out and described in the following "Notice to Property Owners", set out in this Resolution.

The improvements within the District are located and described in the following "Notice to Property Owners", set out in this Resolution.

The method of construction shall be by contract.

Costs of the improvements will be assessed to the properties within the boundaries of the District. No property shall be assessed more than it is benefited by the improvements nor more than 25% of its value on the date of its assessment. The assessment may include a ten percent Default and Deficiency Fund, as authorized by Section 384.44, Code of Iowa.

A plat and schedule and estimate of costs are now on file in the office of the Clerk as required by law.

Any difference between the amount which is derived from cash payments made by property owners during the thirty day collection period and the sale of Improvement Bonds issued against assessments on benefited properties and the total cost of the improvements, shall be paid for from the proceeds derived from the issuance and sale of bonds as authorized by Section 384.25, Code of Iowa, and/or from such other funds of the Municipality as may be legally used for such purpose.

BE IT FURTHER RESOLVED, that this Council meet at 6:00 P.M., on the 25th day of March, 2020, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, for the purpose of hearing property owners subject to assessment and interested parties for or against the improvement, its cost, the assessment, or the boundaries of the District. Unless a property owner files objections with the Clerk at the time of the hearing on this Resolution, he shall be deemed to have waived all objections pertaining to the regularity of the proceedings and the legality of using special assessment procedure.

BE IT FURTHER RESOLVED, that the Clerk is hereby instructed to cause notice to be published and mailed as required by law of the pendency of this Resolution and of the time and place of hearing objections thereto, and to the preliminary plans and specifications, estimate of costs and to the making of the improvements; the Notice to be in substantially the following form:

(Two publications required)

NOTICE TO PROPERTY OWNERS

Notice is hereby given that there is now on file for public inspection in the office of the Council of the City of Indianola, State of Iowa, a proposed Resolution of Necessity, an estimate of costs and plat and schedule showing the amounts proposed to be assessed against each lot and the valuation thereof within District as approved by the Council of the City of Indianola, State of Iowa, for a street, storm sewer and other public improvement, designated as the East Iowa Avenue Paving Project, of the types and in the location as follows:

The project proposes to replace the existing gravel road with a paved street consisting of 31' wide PCC pavement with integral curb and gutter. The project will include replacement of major culverts and the addition of a storm sewer system to replace the roadside ditches. A 10' wide shared use path will be constructed on the south side of the street and a 5' sidewalk on the north of the street. The project will include street light replacement and possible extension of 10" water main and 8" sanitary sewer.

The beginning and terminal points of the improvements shall be as follows:

The Iowa Avenue paving project will begin at N 15th Street and extend east approximately 1300 feet to a location approximately 25 feet east of the NE corner of the SW ¼ of the SW ¼ of Section 20.

That the proposed District to be benefited and subject to assessment for the cost of such improvements is described as follows:

PARCEL "C" OF THE SURVEY BEING THAT PART OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH HALF OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA, AS SHOWN IN INSTRUMENT NO: 2018-01472 IN THE OFFICE OF THE WARREN COUNTY RECORDER, IN THE CITY OF INDIANOLA, WARREN COUNTY, IOWA.

AND

THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, LYING EAST OF SAID PARCEL "C", ALL BEING IN SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA.

AND

THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA.

AND

THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M, CITY OF INDIANOLA, WARREN COUNTY, IOWA EXCEPT THE WEST 35.00 FEET OF SAID SOUTH 1/2 OF THE SOUTHWEST 1/4, EXCEPT PRAIRIE GLYNN PLAT 1, AN OFFICIAL PLAT, EXCEPT PARCEL "A" OF THE SURVEY OF THE SE 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 76 NORTH, RANGE 23 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA, AS SHOWN IN IRREGULAR PLAT BOOK 8, PAGE 10 OF 76-23 AND RECORDED ON DECEMBER 14, 1995 IN THE OFFICE OF THE WARREN COUNTY RECORDER.

The Council will meet at 6:00 P.M., on the 25th day of March, 2020, at the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at which time the owners of property subject to assessment for the proposed improvements, or any other person having an interest in the matter may appear and be heard for or against the making of the improvement, the boundaries of the District, the cost, the assessment against any lot, tract or parcel of land, or the final adoption of a Resolution of Necessity. A property owner will be deemed to have waived all objections unless at the time of Hearing he has filed objections with the Clerk.

This Notice is given by authority of the Council of the City of Indianola, State of Iowa.

City Clerk, City of Indianola, State of Iowa

(End of Notice)

INTRODUCED AND APPROVED at a meeting held on the 2nd day of March, 2020.

Mayor

ATTEST:

City Clerk

Subject
Sign Exemption Requests

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/02/2020

Subject

Resolution setting March 25, 2020 as a Public Hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of the Sunfield Mobile Home Park, located at 800 East Iowa Avenue.

Information

Council will need to consider a Resolution setting a Public Hearing for a sign exemption request on behalf of Sunfield Mobile Home Park. The new sign will be in a new location, close to the front property line. Roll call is in order.

Fiscal Impact

Attachments

Sunfield Sign Memorandum
Public Hearing Notice
Public Hearing Resolution



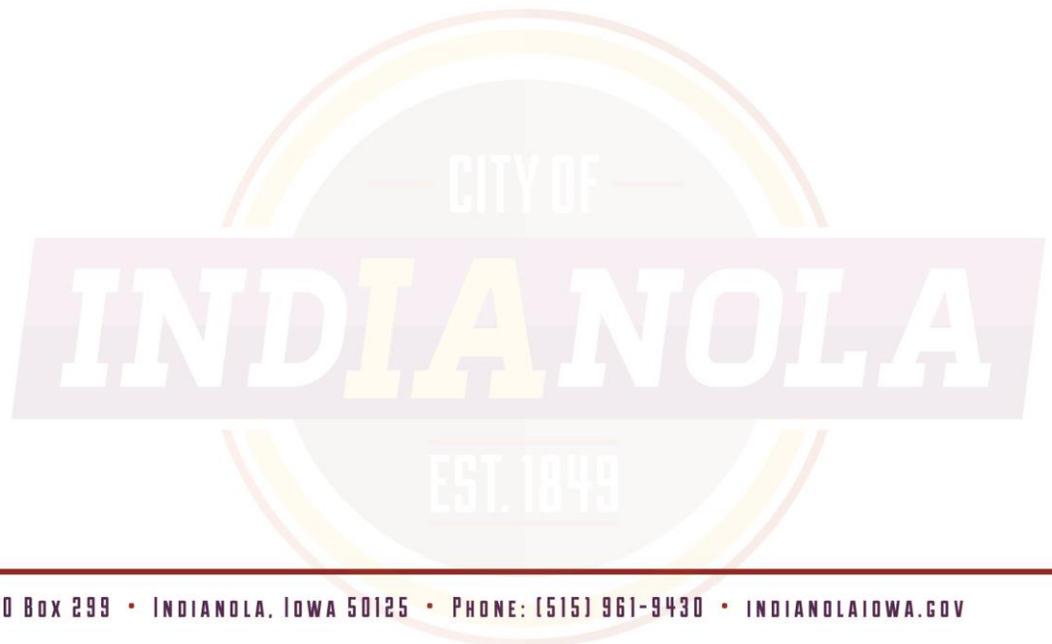
COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: February 25, 2020
Re: Resolution setting March 25, 2020 as a public hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of the Sunfield Mobile Home Park, located at 800 East Iowa Avenue.

At its meeting on March 2nd, the City Council will be asked to set a public hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of the Sunfield Mobile Home Park. Sunfield Mobile Home Park, located at 800 East Iowa Avenue, proposes to remove an existing sign and replace it with a new sign in a new location farther to the west on the property. In review of the proposed updated signage, staff gave feedback that the sign did not meet the City's sign code as its proposed location was too close to the front property line. As such, an exemption for the sign is requested.

No such exemption shall be granted by the Council without a public hearing. Notice thereof shall be given at least four (4) days but no more than twenty (20) days in advance of the hearing by a single publication in a newspaper of general circulation within the City. Staff request the public hearing take place on March 25th and will work to have notice published on March 11th.

I will attend the March 2nd Council meeting if you have any questions.



**NOTICE OF PUBLIC HEARING ON APPLICATION FOR EXEMPTION OF SIGN
CODE AT 800 EAST IOWA AVENUE, INDIANOLA, IOWA**

Notice is Hereby Given: That at 6:00 P.M., at the Council Chambers, City Hall, 110 N. 1st Street, Indianola, IA 50125 on March 25, 2020, the City Council of the City of Indianola, Iowa (The "City") will hold a public hearing to consider an application for an exemption of the sign code at 800 East Iowa Avenue, Indianola, Iowa

A copy of the proposed exemption is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Andrew J. Lent
City Clerk

RESOLUTION NO. 2020-_____

**RESOLUTION SETTING PUBLIC HEARING ON APPLICATION FOR EXEMPTION
OF SIGN CODE AT 800 EAST IOWA AVENUE, INDIANOLA, IOWA**

WHEREAS, the Municipal Code of the City of Indianola, Iowa, provides that the City Council may grant a specific exemption for a sign, provided the Council shall find the existence of a special and unusual, individual circumstance; and

WHEREAS, Parker Signs & Graphics, Inc., on behalf of the Sunfield Mobile Home Park, has requested a sign exemption for a mobile home park located at 800 East Iowa Avenue;

WHEREAS, a public hearing is required prior to consideration of said exemption.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing on the proposed sign exemption is hereby set for the 25th day of March 2020, at 6:00 o'clock p.m. in the Council Chambers of the Municipal Building in Indianola, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

APPROVED this 2nd day of March 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk

Meeting Date: 03/02/2020

Subject

Resolution setting March 25, 2020 as a Public Hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of Fellows and Blake, located at 700 East 2nd Avenue.

Information

Council will need to consider a Resolution setting March 25 as a Public Hearing for a sign exemption request on behalf of Fellows and Blake. The proposed sign does not meet the City's sign code as its proposed location is too close to the front property line.

Roll call is in order.

Fiscal Impact

Attachments

Fellows and Blake Sign Memorandum

Public Hearing Notice

Public Hearing Resolution



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: February 25, 2020
Re: Resolution setting March 25, 2020 as a public hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of Fellows and Blake, located at 700 East 2nd Avenue.

At its meeting on March 2nd, the City Council will be asked to set a public hearing for a sign exemption request from Parker Signs & Graphics, Inc., on behalf of Fellows and Blake. In review of the new sign that is proposed at 700 East 2nd Avenue, staff gave feedback that the sign did not meet the City's sign code as its proposed location was too close to the front property line. As such, an exemption for the sign is requested.

No such exemption shall be granted by the Council without a public hearing. Notice thereof shall be given at least four (4) days but no more than twenty (20) days in advance of the hearing by a single publication in a newspaper of general circulation within the City. Staff request the public hearing take place on March 25th and will work to have notice published on March 11th.

I will attend the March 2nd Council meeting if you have any questions.



**NOTICE OF PUBLIC HEARING ON APPLICATION FOR EXEMPTION OF SIGN
CODE AT 700 EAST 2ND AVENUE, INDIANOLA, IOWA**

Notice is Hereby Given: That at 6:00 P.M., at the Council Chambers, City Hall, 110 N. 1st Street, Indianola, IA 50125 on March 25, 2020, the City Council of the City of Indianola, Iowa (The "City") will hold a public hearing to consider an application for an exemption of the sign code at 700 East 2nd Avenue, Indianola, Iowa

A copy of the proposed exemption is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or present oral comments with respect to the subject matter of the hearing.

Andrew J. Lent
City Clerk

RESOLUTION NO. 2020-_____

**RESOLUTION SETTING PUBLIC HEARING ON APPLICATION FOR EXEMPTION
OF SIGN CODE AT 700 EAST 2ND AVENUE, INDIANOLA, IOWA**

WHEREAS, the Municipal Code of the City of Indianola, Iowa, provides that the City Council may grant a specific exemption for a sign, provided the Council shall find the existence of a special and unusual, individual circumstance; and

WHEREAS, Parker Signs & Graphics, Inc., on behalf of the Fellows and Blake, has requested a sign exemption for 700 East 2nd Avenue;

WHEREAS, a public hearing is required prior to consideration of said exemption.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing on the proposed sign exemption is hereby set for the 25th day of March 2020, at 6:00 o'clock p.m. in the Council Chambers of the Municipal Building in Indianola, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

APPROVED this 2nd day of March 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk

Meeting Date: 03/02/2020

Subject

City Manager's Report — Ryan Waller.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/02/2020

Subject

Update on items discussed during the February 18 Council meeting.

Information

Ryan Waller, City Manager, will provide an update to Council on items discussed during the City Manager's report at the February 18 City Council meeting. The update will include the Council's Rule and Procedures Document and Ward meetings.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 03/02/2020

Subject

Receive and file correspondence from February 14 and 21 weekly updates from City Manager, Ryan Waller.

Information

Roll call is in order.

Fiscal Impact

Attachments

Waller's Weekly 0214
Census Info
Social Media Post
Sustainability Fair
Current Projects 0214
Summerset Greene
Code Enforcement 0214
Draft, March 25, 2020
Draft March 2, 2020
Building Permits 0214
Waller's Weekly 0221
PW Shout Out
PR Shout Out
Planning and Zoning Workshop
Current Projects 0221
Building Permits 0221
Code Enforcement 0221
School District Public Vote

Jackie Raffety

From: Ryan Waller
Sent: Friday, February 14, 2020 12:11 PM
To: Ryan Waller
Subject: Waller's Weekly 2.14.2020
Attachments: Census Info.pdf; IMG_9676.jpg; Indianola Sustainability Fair 2020 flyer.pdf; Curent Projects Update- Feb 14.pdf; Summerset Greene Narrative.pdf; Code Enforcement- Feb 14.pdf; Draft, March 25, 2020.pdf; Draft March 2, 2020.pdf; Building Permits- Feb 14.pdf

Good afternoon, all.

I hope this finds everyone well. Below and attached, please find this week's update containing various items of note. As always, please feel free to contact me if you have any questions. Please also feel free to share this email with others.

Have a wonderful day and don't forget to get your sweetheart something for Valentine's Day!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Upcoming City Council Meetings – This is a reminder that the City Council retreat is scheduled for 8:00 a.m. to 12:00 p.m. on Saturday, February 15th. The next regular City Council meeting is scheduled for Tuesday, February 18th. As always, the City Council agendas and meeting materials may be accessed on the City's website at <http://indianolaiowa.gov/AgendaCenter>.

Census – As previously reported, awareness and active participation in the upcoming Census is extremely important and will have a significant impact to our community. Accordingly, City Staff have been working on a number of activities to ensure an accurate count. First, City Staff has been in contact with Census officials to connect them to local civic groups and agencies. As a result, for example, earlier this week Rotary and Kiwanis held a joint program where a Census representative provided a presentation on this topic. Second, attached please find a letter that was sent out to a number of our community’s residential centers to bring awareness of some of the upcoming Census milestones. Lastly, a page dedicated to information on the Census was created on the City’s website and may be accessed via <http://indianolaiowa.gov/CivicAlerts.aspx?AID=1546>.

Iowa Avenue Project – This week, City Staff held multiple meetings on the Iowa Avenue paving project. The Valuation Committee, which was appointed by the City Council at its meeting on February 4th, met to review and establish the present fair market value of each of the five parcels within the proposed assessment plat boundary. This draft report will be presented to the City Council at its March 2nd meeting. Additionally, City Staff has been in contact with each of the property owners to discuss the project and possible use of assessment. City Staff has committed to remain in contact with each of the owners on a regular basis as the project moves forward.

Summerset Greene Development – City Staff has been contacted by representatives from Woda Cooper Companies. This is a company looking to locate a senior living apartment complex in Indianola. Currently, this company is exploring some land in the 1600 block of North 9th Street. As part of the discussions with the developer, it was recommended the developer host a meeting with the neighborhood group in this area. City Staff will be assisting with this scheduling and will provide an update once a meeting date and time is confirmed. The narrative provided by the developer for this proposed project is attached. Please know the developer has not submitted plans required by code for City Staff to conduct a review. This is purely exploratory on the part of the developer.

West Highway 92 Trees – City Staff met with representatives from IDOT regarding tree plantings along Highway 92 West. Several trees were removed prior to the widening of the Highway on the west part of Indianola. The staff with IDOT believe these should have been replanted as a part of the widening project. City Staff is now working with IDOT and with utility staff to determine a plan for possible tree locations and species, which ultimately must be approved by IDOT. This project will be handled in a similar fashion as the northern median project from a few years ago. This means the City will seek services to

supply and plant the trees and IDOT will reimburse the City. Additional research is required and more information will be provided later.

Fun with Facts – Earlier this week, the Team had a little fun with some data we have been collecting regarding the miles driven by the snow removal fleet during the snow events in 2020. Attached, please find a screen shot of this post. In case you are wondering, the correct answer is “Diameter of the Moon”. A big “thank you” to the crews who work so hard to keep our roads safe and passable.

Senior Health Insurance Information Program (SHIIP) - Last week Governor Reynolds signed a proclamation making February 12th Iowa’s SHIIP Volunteer Appreciation Day. The City is proud to provide office space at the Activity Center for our local SHIIP volunteers who help area residents make informed decisions regarding Medicare plans. Our local volunteers, Elodie Opstad, Kathy Fensterman, Lorna Oxenrider, Cynthia Tracy and Don Sandy, helped 622 clients in 2019! A big “thank you” to these dedicated volunteers for all they do!

Business Record Article – Earlier this week, the *Business Record* published an article on the record value of commercial building permits in 2019 for Metro communities. The article incorrectly documents Indianola’s data. City Staff contacted the reporter and shared the correct information (six total new commercial building permits issued in 2019 for a total value of \$13,456,400). The reporter indicated a correction will be published next week. City Staff is contacting the various reporting points to ensure accurate permit data for the City is being shared.

Comprehensive Plan Update – The Planning and Zoning Commission held its monthly meeting on February 11th and discussed the Comprehensive Plan update. The Commission, City Staff and the consultant reviewed various aspects of the plan and will be reconvening in March to continue the review of this important document.

Sustainability Committee – City Staff continues to assist the Sustainability Committee in its efforts to bring awareness to the community. The Team is currently assisting the committee on planning and coordinating the Sustainability Fair for Saturday, April 4th from 1:00 p.m. to 4:30 p.m. For additional details, please see the attached flyer.

Presidents’ Day – Please remember that non-public safety offices will be closed on Monday, February 17th in observance of Presidents’ Day.

Community Development Updates – Attached please find various updates provided by the Community Development Department.

Upcoming City Council Agenda – Attached, please find the draft agendas for the upcoming meetings. As a reminder, these are fluid documents that can change on a regular basis (i.e. some items may get added/rescheduled due to Council direction, as well as other factors that may or may not be within the control of the City departments).



February 12, 2020

COMMUNITY DEVELOPMENT

«Property_Manager»

«Address»

«City_State_Zip»

As you may be aware, at the beginning of each decade, the United States Census Bureau aims to count our population and households through a decennial census. The census provides a basis for reapportioning congressional seats, redistricting, and distributing more than \$675 billion in federal funds annually that support the State, County and City of Indianola.

Beginning this month, the Census Bureau will begin contacting group quarters facilities across the nation as part of the 2020 Census Group Quarters Operation. Group quarters include facilities such as college student housing, nursing/skilled nursing facilities, group homes, and other multi-family types of developments. The Group Quarters Advance Contact Operation helps the Census Bureau identify administrators who can assist in counting those living in their group quarters facilities. Other key dates in the upcoming census include:

- February 3 – March 6, 2020- 2020 Census Group Quarters Operation Initial Contacts
- March 2020- Census Mailings Begin
- April 1, 2020- National Census Day
- April 2020- Census Takers Begin Visiting Group Quarters
- May 2020- Non-respondents Visited by a Census Taker

The reason you are receiving this letter is our records indicate you own a group quarters, as defined by the Census Bureau, within the City of Indianola. The City of Indianola is requesting your assistance in helping achieve an accurate count for the 2020 Census by sharing the importance of, and the need to participate in the census to your residents. All information that is provided to the Census Bureau is strictly confidential; it is not shared with anyone, including other federal agencies. The Census Bureau has legal, procedural, technological, and statistical safeguards to ensure information will not be disclosed to anyone.

If you have any questions regarding this letter, please do not hesitate to contact me at (515) 962-5276 or at cdissell@indianolaiowa.gov.

Regards,

Charlie E. Dissell, AICP
Director of Community & Economic Development



City of Indianola #thinkindianolafirst



34 mins · 🌐

Our street team has been hard at work so far this year! Which trip is the closest number of miles the snow removal vehicles have been driven so far in 2020? Check back in on Friday for the answer!

thinkindianolafirst

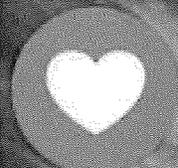
funfacts

One way trip to
Key West, FL from Indianola
1,710 miles




Which of these trips is the closest number of miles the
Indianola snow removal vehicles have been driven in 2020?

Ride RAGBRAI and Iowa P
836 miles

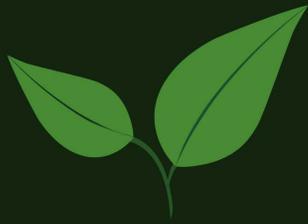



One way trip from Indianola
to Mount Rushmore
664 miles




Diameter of the moon
2,159 miles



INDIANOLA SUSTAINABILITY FAIR

Activities For All Ages

-  Educational Speakers & Presentations
-  Booths and Interactive Experiences
-  Bald Eagle Exhibit
-  Grow Solar Program
-  Fun Kids Activities - Storytelling, Scavenger
-  Hunt, Pot a Pollinator Plant and more
-  Recycling Truck and Electric Car

The event is hosted by the
Indianola Sustainability Committee
in partnership with:



2020 Sustainability Fair

Saturday, April 4, 2020

1 p.m. to 4:30 p.m.

Blake Fieldhouse

403 S 15th St, Indianola, IA 50125

The 2020 Sustainability Fair is a gathering of organizations and businesses to inform and engage the citizens of Indianola and surrounding communities about sustainability. Attendees of all ages will learn how to implement sustainable practices into their everyday lives whether it be renewable energy options, energy efficiency gardening and composting, sustainable transportation, zero waste practices and more.

The 2020 Sustainability Fair, an initiative of the Indianola Sustainability Committee in partnership with the City of Indianola, will welcome over 300 sustainable-minded attendees. This is a great opportunity for your organization to be publically associated with sustainability in the community. Please review the sponsorship opportunities on the following page.

Register Now to Sponsor or Become an Exhibitor!

Email Rita at ritabresnan@gmail.com to become a sponsor or exhibitor

Committed Exhibitor

SOAR (Save Our Avian Resources) has committed to our 2020 event, which always brings in a very large crowd, allowing maximum exposure for your organization. SOAR will be presenting a live education ambassador bald eagle at this years event.



2020 Exhibitor Opportunities

Contact Rita Bresnan at (515) 783-0643 or ritabresnan@gmail.com for registration and payment. The deadline to become an exhibitor is Friday March 13th. Selling of products will be allowed during the fair as well as distribution of samples of products, alcohol is prohibited. ****Booth fees can be waived for organizations with financial constraints, please contact Rita for arrangements.*

Nonprofit Exhibitors are responsible for bringing any and all equipment (table will be provided) needed for your booth space.	\$10
Small Business (1 to 5 employees) Exhibitors are responsible for bringing any and all equipment (table will be provided) needed for your booth space.	\$15
Large Business (5 or more full-time employees) Exhibitors are responsible for bringing any and all equipment (table will be provided) needed for your booth space.	\$25
Activity Based Booth The sustainability committee is interested in incorporating experiential activities into the booth exhibit. If you have an idea for a booth experience, please contact us so we can coordinate space requirements. There will be no additional fee for this.	Inquire

Who should exhibit? Organizations who...

- Incorporate environmental values as part of their mission.
- Provide alternative energy sources and/or energy efficiency solution for residential and commercial properties.
- Provide composting and other sustainable waste management solutions.
- Provide education on sustainable landscaping, gardening, cleaning, construction, transportation, investment, and recreation.
- Offer products that are reused, recycled, up-cycled or designed for a sustainable lifecycle.
- Provide vegetarian, vegan and/or organic food options.
- Promote sustainable and healthy food choices.
- Implemented sustainability into their operations.
- Offer other products and/or services derived from sustainable business practices.

2020 Sponsorship Opportunities

Contact Rita Bresnan at (515) 783-0643 or ritabresnan@gmail.com registration and payment. The deadline to be an event sponsor is Friday, March 13th. Please submit your organizations logo to Rita by Friday March 20th for inclusion in printed materials. For in-kind sponsorship, please contact Rita at contact information above For payment by check, please find payment information on last page of brochure.

- Sponsorship and introduction of one Educational Workshop
- Exhibitor booth included
- Logo on Facebook event page
- Name listed in Fair program
- Large logo in Fair program
- Large logo on Fair banner

PRESENTING SPONSOR \$250 (3 available)

- Exhibitor booth included
- Logo on Facebook event page
- Name listed in Fair program
- Medium logo in Fair program
- Medium logo on Fair banner

MAIN SPONSOR \$200

- Exhibitor booth included
- Name listed on
- Small logo listed in Fair program

ADVOCATE \$100

- Exhibitor booth included
- Name listed on Facebook event page
- Name listed in Fair program

SUPPORTER \$50

The Indianola Sustainability Committee works to showcase and build on these independent efforts to create a unified county-wide approach. Collectively we form a critical network of stewards committed to preserving our natural and economic wealth through sustainable actions.

We anticipate over 300 sustainable-minded attendees of varying ages. This is a great opportunity for your organization to be publicly associated with sustainability and the Indianola Sustainability Committee. Register now to be an event sponsor exhibitor!

The Sustainability Fair committee reserves the right to refuse participation to any organizations that do not align with the Indianola Sustainability Committee's values and mission.

Zero Waste Requirements

As an event focused on sustainability, we aim to make the Fair a near-zero-waste event. We encourage you to reduce or eliminate all single use items; be mindful of any handouts and promotional items given out or sold. Items and materials such as styrofoam, plastic bags, disposable water bottles, straws, plastic utensils, paper plates, cups and other single-use plastics are damaging to our environment and can typically be substituted with a more sustainable option. Reusable materials and products made from recycled content are encouraged. Food vendors should consider alternative methods to reduce waste, such as compostable serving options. Our Fair promotions will encourage attendees to bring their own reusable water bottles and travel mugs. We will have staff at each receptacle station to assist in choosing the correct receptacle for composting, recycling and trash.

Payment Information

Sponsorships and/or exhibitor registrations can be paid by check. All checks must be received by March 21st. We will not accept checks the day-of the event. Please make checks payable to the Indianola Sustainability Committee and mail to:

110 N H St.
Indianola, IA 50125



COMMUNITY DEVELOPMENT

To: Ryan J. Waller, City Manager
From: Charlie E. Dissell, AICP, Community and Economic Development Director
Date: February 14, 2020
Subject: Current Projects Update

The purpose of this memorandum is to provide a brief synopsis of different projects that may be of interest to the Council.

- **Apple Tree Inn (1215 North Jefferson Way)**
 - Building permit application for interior remodel submitted on January 10.
 - Review comments were returned on January 13.
 - Revised building plans submitted on February 5.
 - Building Permit issued on February 12.
- **Wal-Mart (1500 North Jefferson Way)**
 - Building Permit application and plans submitted on October 29 for a remodel of this building.
 - Building plans approved on November 7.
 - Building Permit issued on January 16.
 - Applicant has indicated a start date of January 19.
- **Proposed Campground (Northwest Corner of South Jefferson Way and East 17th Avenue)**
 - Staff held a preapplication meeting on a proposed campground on October 3
 - A rezoning petition was submitted on October 25 for a proposed campground
 - The Planning and Zoning Commission recommended the rezoning for approval at its November 12 meeting.
 - The City Council held a public hearing on the request at its December 16 meeting.
 - Council approved the rezoning on January 21.
- **Cabin Coffee (910 East 2nd Avenue)**
 - Sale of D&D lot and development agreement was approved by Council on October 21.
 - Staff hosted a preapplication meeting with the developers on October 22.
 - Developer closed on the property on November 22.
- **Scooters Coffee (1112 North Jefferson Way)**
 - Site plan and building permit were submitted on October 9.
 - Site plan comments returned to applicant on November 4.
 - Updated site plan submitted on November 18.
 - Staff continues to work with the property owner on a solution for the storm sewer pipe located on this property.

- **Cavitt Creek Condominiums I & II (1400 and 1500 block of North 9th Street)**
 - Site plan and stormwater management plan were submitted on June 3.
 - Site plan and stormwater management plan comments were returned to the applicant on June 20.
 - Both site plans will need to be reviewed by the Planning and Zoning Commission and approved by the City Council.
 - Revised site plans for Cavitt Creek Condominiums I were submitted on June 28.
 - Revised site plans for Cavitt Creek Condominiums II were submitted on July 10.
 - Kading Properties hosted a neighborhood meeting on July 16.
 - Revised site plan comments were returned on July 26.
 - Revised site plans for both sites were submitted on July 31.
 - Revised site plan comments were returned on August 6.
 - These items were reviewed by Planning and Zoning Commission Meeting at its September 10 meeting.
 - The Planning and Zoning Commission recommended the site plans be denied at its September 10th meeting.
 - The City Council denied the site plan at its September 16 meeting.
 - New and Revised site plans have been submitted.
 - Site plan comments returned to applicant on October 29.
 - Revised site plans submitted on November 11.
 - Revised site plan comments were returned on November 20.
 - Revised site plan submitted on November 21.
 - Revised site plan comments were returned on November 27.
 - The Planning Commission recommended approval, with conditions, of Cavitt Creek I and recommended denial of Cavitt Creek II.
 - The City Council did not adopt a resolution of approval for the site plans at its January 21 meeting.
- **Indianola Pediatric Dentist (2001 North 6th Street)**
 - Site plan and stormwater management plan were submitted on May 23.
 - Comments were returned to the applicant on June 2.
 - Building permit application submitted on June 13.
 - Site plan and stormwater management plan were approved on June 18.
 - Building permit comments returned on July 3.
 - Revised building permit plans were resubmitted on July 11.
 - Building permit was issued on July 15.

- **Missouri Valley JATC Training Facility (1600 East Iowa Avenue)**
 - Site Plan for this project was submitted on April 3 to the City and comments were returned on April 22.
 - City Staff has also held internal meetings regarding new road alignment within the industrial park expansion.
 - City staff met with the Missouri Valley on May 1 to discuss access to this site and possible road upgrades/funding.
 - A revised site plan was submitted on May 20.
 - Revised comments were returned on June 4.
 - A second revised site plan was submitted on June 11.
 - Site Plan was approved on June 11.
 - Building permit application was submitted on June 14.
 - Building permit comments were returned on July 2.
 - Staff has meet with Missouri Valley on a development agreement related to future infrastructure improvements.
 - Building permit application submitted on August 2
 - Staff meet with the contractor on August 23 to discuss building/inspection process.
 - Fire review comments returned to applicant on September 23.
 - Response to fire review comments received on October 29.
 - Full building permit issued on November 13.
- **Chumbley's Auto Care (110 South Jefferson Way)**
 - Staff met with the business owner on March 15 to discuss plans for future building.
 - Staff has submitted preliminary comments on the site plan to the business owner.
 - Site plan and building permit application plan were submitted on May 10.
 - Comments were returned to the applicant on May 22.
 - Revised site plans and building permit plans were resubmitted on July 10.
 - Site plan and building permit were issued on July 17.
 - Temp CO issued on November 26. Awaiting seed/sod and landscaping before final CO will be issued.
- **Ace Hardware (506 North Jefferson Way)**
 - City staff held a pre-development meeting on this project on February 22.
 - The old car wash was demolished the week of July 15.
 - The existing Mudslingers Coffee Shop would remain.
 - A code review was submitted to the City for review by the architect on July 29.
 - The City returned comments on that code review on July 31.
 - Engineer inquired about site plan approval process on August 23.
 - Site plan submitted on September 5.
 - Initial comments on the site plan were returned on September 19.
 - Variance application for parking submitted on September 24. Will be placed on November 6 agenda.
 - Revised site plan submitted on October 4.

- Building Permit application and plans submitted on October 14.
- 2nd review comments on the site plan were returned on October 17.
- Building permit comments returned on October 18.
- Revised building permit plans received on October 23.
- Revised site plan submitted on October 25.
- Variance request for parking was approved by the Board of Adjustment on November 6.
- Site plan approved and building permit issued on November 7.
- **New Heights Church (309 East Hillcrest Avenue)**
 - The project engineer contacted the City on February 7 to clarify plan review comments.
 - Updated site plan was received on March 7.
 - Updated comments returned to applicant on March 20.
 - The project engineer contacted the City on July 11 to clarify plan review comments.
 - Staff responded to those questions on July 12.
 - An updated site plan was submitted on July 29.
 - Staff responded to fire code requirements on August 21.
 - An updated site plan was submitted on August 30.
 - Site plan comments were returned on September 2.
 - Revised site plan submitted on September 20.
 - Site plan comments returned on October 18.
- **Quail Meadows 3**
 - Located north of North 8th Street and East Trail Ridge Place.
 - Staff has been notified that about 30 acres of land in the Summercrest Hills development was sold to a developer who intends to develop single family lots.
 - A rezoning application was submitted on July 1 to change a portion on this land from C-2 to R-3. The Planning and Zoning Commission recommended approval of this request at its August 13 meeting.
 - The City Council held a public hearing and first consideration at its September 16 meeting.
 - This development will require the City to relocate the current lift station north of the Quail Meadows Subdivision to the north of the Summercrest Hills development. The tentative schedule it to have the new lift station designed by this fall, bid of by next spring, and completion by fall of 2020.
 - Staff meet with HR Green and Developer engineer to discuss timing of improvements and new lift station on September 9.
 - The developer submitted a preliminary plat to the City on September 24.
 - Comments on preliminary plat returned on October 4.
 - Preliminary plat recommended for approval by Planning and Zoning Commission on November 12.
 - City Council approved the preliminary plat at its November 18th meeting.
 - Construction plans were submitted on December 2.
 - Comments on construction plans returned on December 17.
 - Revised construction plans submitted on February 7.

- **Heritage Hills Plat 10**
 - Located at the west end of Trailridge Road.
 - Preliminary plat for a 10-lot residential subdivision was submitted to the City on July 12.
 - The Planning and Zoning Commission recommended approval of this plat at its August 13 meeting.
 - The City Council approved the preliminary plat at its August 19 meeting.
 - Construction Plans were submitted on August 27.
 - Comments on construction plans returned on September 11.
 - Revised construction plans were submitted on September 18
 - Construction plans were approved on October 8.
 - Plat of survey to convey property to developer was submitted on January 2. This Plat of survey was reviewed by the Planning Commission on January 15 and the City Council adopted a resolution of approval on January 21.
- **Prairie Glynn Plat 2**
 - Located east of East Franklin Avenue and North 15th Street.
 - Construction plans have been submitted and will be approved once changes are made.
 - A second revised preliminary and final plat were submitted on June 5. The Planning and Zoning Commission reviewed the preliminary plat at its July 9 meeting, and the Council approved the preliminary plat at its July 15 meeting.
- **Quail Meadows Townhomes Preliminary Plat**
 - Located on the north side of East Hillcrest Avenue between North 9th Street and the Summerset Trail.
 - Final Plat approved by Council on May 20.
 - Building permits for north side issued on May 23.
 - Site development is taking place and work is progressing.
- **Autumn Ridge Subdivision Plat 3**
 - Located north of North O Street and West Kentucky Avenue.
 - City Council approved a Development Agreement on June 17.
 - Staff meet with developer on November 14 to outline utility installs and final approvals.



**Project Narrative
Summerset Greene
N. 9th Street, Indianola, Iowa**

Summerset Greene is a planned new construction development of fifty (50) apartments for households 55 years of age and older. The site is located on the western side of N. 9th Street adjacent to the Intrepid Ag Solutions warehouse and Lincoln Ridge II community. Summerset Greene is to include eighteen (18) one-bedroom units and thirty-two (32) two-bedroom units. The improvements will feature one two-story elevator building. All the apartments will be constructed to a high level of energy efficiency. The building design is intended to create an environment in which seniors can have a sense of ownership and security.

The apartments will be designed for independent living seniors. Amenities will include window blinds, cable hook-ups, washer/dryer hook-ups, built-in microwave and dishwasher, refrigerator and stove and all appliances will be Energy Star rated. Each unit will include its own central heating and cooling system, overhead lights fixtures, energy efficient windows and extra storage space located within the building. The development will offer a community room with kitchenette, an exercise room, laundry facilities and a garden area.



Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov

515-961-9430 • comdev@indianolaiowa.gov

Code Enforcement Tracking Report

Case Status	Case No.	Complaint Date	Description of Complaint	Location/Address	Date of Initial Inspection	Date of Written Notice	Current Status	Next Follow-up Date	Final Compliance Date
Open	CE: 03-2020	1/9/2020	Junk vehicles	208 South D Street	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Two junk vehicles that need to be towed. Person in charge of the estate called in on 2/3/2020 and 2/11/2020. Extension given to 2/19/2020.	2/19/2020	
Open			Unsafe Building	407 West 1st Ave	12/11/2019	12/11/2019	House caught fire over thanksgiving weekend 11/28/2019. Inspected house on 12/11/2019 to determine extent of damage and see if the structure can be saved. Unfortunately the structure cannot be saved and must be torn down. Sent letter to property owner on 12/11/2019 ordering the house to be demolished by January 20th, 2020. Person in charge of the estate called in on 2/3/2020. Insurance claim has been filed, and adjuster will evaluate. Extension to 2/19.	2/19/2020	
Open	CE: 01-2020	12/27/2019	Campers all over property. Junk and junk vehicles parked on driveway and other miscellaneous junk debris.	1801 West Euclid	1/2/2020	1/2/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Spoke with Uele and established a 30 day deadline for each camper to be removed/moved from property.	2/24/2020	
Open	CE: 11-2020	1/9/2020	Patio clutter accumulating at apartment 30	810 South R Street	1/9/2020	1/27/2020	Sent letter of Nuisance and Demand for Abatement on 1/27/2020 and established a deadline of February 10th, 2020	2/24/2020	
Open			Junk/Junk Vehicles	1105 E Salem	4/22/2019	4/26/2019	Spoke with Kevin King. He said he will remove manhole and keep us updated. Will check regularly.	2/24/2020	
Open			Unsafe Building	306 S F Street	4/17/2018	8/16/2019	Posted as unsafe. Property purchased out of foreclosure. New property owner has rehabbed exterior of building and will begin on the interior. Will check regularly.	2/24/2020	
Open			Abandon/Unsafe Building	506 N Kenwood Blvd	4/17/2018	5/6/2019	Municipal Infraction Issued. Service has been attempted on property owner, and has failed. Discovered that property was in foreclosure, and was sold on August 15. New owner is working on updating property. Property is now for sale. Will check regularly. House is up for sale by Berkshire Hathaway	2/24/2020	
Open			Abandon/Unsafe Building	911 N C Street	3/28/2019	4/5/2019	Notice of unsafe building issued. Property owner has applied or a building permit. Default judgement issued by court on December 6. Property owner had until January 5 to have all work completed. Working on getting quotes for work to be completed to determine next steps. In the process of getting quotes to abate the property. Not going to abate. Will continue to issue Municipal Infractions each month.	3/7/2020	
Open	CE: 04-2020	1/9/2020	Junk and junk debris throughout property	107 North Kenwood	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Spoke with homeowner and she said she will have van removed from property as soon as the weather turns.	3/30/2020	
Open			Abandon/Unsafe Building	310 E Boston	3/28/2019	4/5/2019	Property posted as unsafe. Building has been ordered to be vacated and was posted to prevent further occupancy until the work is completed. Met with owner to discuss timing for making improvements. Deadline set for November 1. Work has commenced on west side of house. Will check regularly.	3/30/2020	
Open			Abandon/Unsafe Building	2103 N Jefferson	4/17/2018	5/6/2019	Municipal Infraction Issued. Property owner has discussed next steps with staff, including demolition. Will check regularly.	3/30/2020	
Open			Unsafe Building	401 W Salem	6/25/2019	6/26/2019	Notice of unsafe building issued. Property owner obtained a building permit for work. Substantial progress made. Still needs to finish roof and siding.	3/30/2020	
Open	CE: 08-2020	1/9/2020	Sign missing panels, menace to the public	1801 West 2nd	1/10/2020	1/14/2020	Sent letter of Nuisance and Demand for Abatement on 1/14/2020 and established a deadline of February 13th, 2020. Spoke with Deb from DML Management. She is working with a sign company and will be taking care of the existing sign as soon as possible. Established another deadline of March 31st, 2020.	3/31/2020	



Community Development

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Code Enforcement Tracking Report

Open			Unsafe Building	210 N Jefferson	7/29/2019	7/31/2019	Relative of the property owner claimed the home would be rehabbed. Notice of unsafe building issued. Work being done on building. Spoke with contractor on 10/17/19 about structural portion of front porch. Contractor will be pulling building permit sometime within the next week. Spoke with property owner on 10/30. She asked for a 30 day extension to finish the exterior. 30 day extension was granted. Spoke with contractor, he said their waiting on materials and work will resume as soon as they are available but no later than 1/31/2020. Spoke with property owner. Contractor is waiting to finish siding until the weather warms up to avoid cracking the vinyl.	3/31/2020	
Open	CE 07-2020	1/9/2020	Abandoned/Dangerous/Unsafe Building	2110 West 2nd	1/9/2020	1/10/2020	Sent letter of Abandoned, Dangerous, & Unsafe Building on 1/10/2020 and established a date of April 9th for completion.	4/9/2020	
Open		9/17/2019	Tall Grass/Weeds, Debris	Property E of East Scenic Valley Ave	9/17/2019		Discussed this with the representative for property owner. Tall grass and weeds will be mowed, and they will work to get remaining construction debris off the property.	4/30/2020	
Open	CE: 02-2020	1/9/2020	Trailer park needs to be cleaned up. Junk and junk vehicles.	307 West 2nd	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of April 30th, 2020. Larry Throckmorton 515-249-9639	4/30/2020	
Open			Unsafe Building	208 N Jefferson Way	4/17/2018		Demolition has taken place. Will close out once all work is completed, and lot has been seeded.	4/30/2020	
Open			Unsafe Building	206 N Jefferson	4/17/2018		Demolition has taken place. Will close out once all work is completed, and lot has been seeded.	4/30/2020	
Open	CE: 09-2020	1/10/2020	Shed in front/side yard	640 North N	1/14/2020	1/16/2020	Sent letter of ordinance violation on 1/16/2020 and established a deadline of February 14th, 2020. Spoke with Diana and gave extension until May 1st, 2020.	5/1/2020	
Open	CE:10-2020	1/10/2020	Shed in front/side yard	606 North Kenwood	1/14/2020	1/16/2020	Sent letter of ordinance violation on 1/16/2020 and established a deadline of February 14th, 2020. Owner has requested a Variance and will be heard before the Board of Adjustment.	TBD	
Closed	CE: 06-2020	1/9/2020	Junk on west side of home	1906 West Euclid	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. City will need to abate. Emailed Apex for abatement(02/05/2020) APEX to finish abating property on Monday 2-10-2020.		2/10/2020
Closed	CE: 05-2020	1/9/2020	Vehicles and trailers parked in grass, camper stored on driveway	1708 West Euclid	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Spoke with Tim, gave 30 days to comply. Camper and trailer have been removed.		2/14/2020
Closed	CE: 12-2020	1/23/2020	Sidewalks not cleared	911 North Howard	1/28/2020	1/28/2020	Sidewalk Cleared.		2/6/2020
Closed	CE: 15-2020	1/28/2020	Sidewalks not cleared	West side of Country Club including golf course, 601 Trail Ridge and 600 Trail Ridge Rd.	1/28/2020	1/28/2020	Sidewalk Cleared.		2/6/2020
Closed	CE: 14-2020	1/27/2020	Sidewalks not cleared	300-500 Block of East Kentucky (Wal-Mart)	1/28/2020	1/28/2020	48 Hrs		1/30/2020
Closed		11/19/2019	Trash next to front door and in back yard.	405 West 17th	12/3/2019	12/3/2019	Door hanger left on 12/3. Spoke with Corey Miller and established a date of 12/27/2019 to have junk and debris cleaned up. Corey called and asked for another extension due to the holidays. New date for compliance is 1/31/2020		1/27/2020

March 25, 2020
Draft Council Agenda

- Minutes
- Claims
- Applications
- City Manager’s Report
- Salaries
- Public hearing on FY21 budget
- Resolution adopting FY21 budget
- Third/final consideration of an ordinance amending the terms of the Planning and Zoning Commission and the Board of Adjustments.
- Third/final consideration for QM 3 rezoning ordinance
- Resolution setting a public hearing and first consideration to update the City of Indianola Code of Ordinances
- Hold public hearing on resolution of necessity – Iowa Avenue
- Adopt resolution of necessity – Iowa Avenue
- Adopt resolution directing preparation of detailed plans, specifications, form of contract and notice to bidders – Iowa Avenue
- Adopt resolution ordering advertisement for bids, setting date for opening and consideration of bids, and setting public hearing on plans, specifications, form of contract, and estimate of costs – Iowa Avenue

Council Study Session

- Grease Trap Inspection Report
- Presentation on updates to City’s building, fire, mechanical, electrical, plumbing, fuel gas, liquified petroleum gas, energy conservation and property maintenance codes.
-

**March 2, 2020
Draft Council Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Budget Presentation
- Public hearing for maximum property tax dollars
- Set public hearing for FY21 budget for March 25, 2020
- Resolution for maximum property tax dollars
- Second consideration of an ordinance amending the terms of the Planning and Zoning Commission and the Board of Adjustments.
- Second consideration for QM 3 rezoning ordinance
- Approval of purchase of 2020 compact utility tractor for the parks department.
- Receive report of assessment district valuation committee on lot valuations
- Adopt Resolution fixing value of lots
- Adopt Resolution adopting preliminary plat, schedule of assessments, and estimate of costs
- Adopt proposed resolution of necessity and set date (March 25) for hearing on resolution of necessity
- Update Brush Facility Charges and Fees
- Resolution to extend banking services contract with TruBank
- Council resolution supporting SRF Sponsor project
- Resolution Approving the City's Investment Policy
- Resolution approving ACH agreement with TruBank



Community Development

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2020 Building Permit Report

Date Application Submitted	Permit	DATE Permit Issued	NAME	ADDRESS	CONTRACTOR	CONSTRUCTION	SQUARE FEET *new residential only	Finaled Date	VALUE
12/31/2019	1	1/2/2020	North American MHC LLC	9 Leonard Avenue	Heartland Living	Mobile Home			\$51,300
12/31/2019	2	1/2/2020	North American MHC LLC	21 Leonard Avenue	Heartland Living	Mobile home			\$51,300
1/7/2020	3	1/7/2020	Chad Keller	206 N Jefferson	B and D	DEMO			
1/7/2020	4	1/7/2020	Chad Keller	208 N Jefferson	B and D	DEMO			
1/7/2020	5	1/8/2020	North American MHC LLC	24 Leonard	Heartland Living	Mobile Home			\$51,300
1/7/2020	6	1/8/2020	North American MHC LLC	26 Alfred	Heartland Living	Mobile Home			\$38,494
1/7/2020	7	1/8/2020	North American MHC LLC	6 Leonard	Heartland Living	Mobile Home			\$38,494
1/14/2020	8	1/14/2020	Foxwood Apts	1005 W 3rd	Rainbow International	Remodel			\$859,560
1/7/2020	9	1/13/2020	Kurt Ripperger	804 N B	Construction by Cambron	Remodel			\$80,000
10/29/2019	10	1/16/2020	Wal Mart	1500 N Jefferson Way	Midland	Commercial Remodel			\$1,891,511
1/15/2020	11	1/20/2020	Jerry's Homes	506 N 17th	Jerry's Homes	Basement Finish			\$18,000
1/15/2020	12	1/27/2020	Jerry's Homes	402 N 18th	Jerry's Homes	Single Family Dwelling	1435		\$208,000
1/15/2020	13	1/27/2020	Jerry's Homes	406 N 18th	Jerry's Homes	Single Family Dwelling	1339		\$203,000
1/15/2020	14	1/27/2020	Jerry's Homes	408 N 18th	Jerry's Homes	Single Family Dwelling	1474		\$217,000
1/15/2020	15	1/27/2020	Jerry's Homes	1708 Detroit	Jerry's Homes	Single Family Dwelling	1644		\$201,000
1/15/2020	16	1/27/2020	Jerry's Homes	1704 Detroit	Jerry's Homes	Single Family Dwelling	1605		\$212,000
1/31/2020	17	2/3/2020	Sherwin and Leeann Back	808 W Salem	Vanderpool	Alteration			\$15,158
2/10/2020	18	2/10/2020	Dusty Jordan	1107 N 6th Street	Jordan Building & Design LLC	Screened In Porch			\$15,000
1/10/2020	19	2/12/2020	Prilesh Patel	1215 N Jefferson Way	Rod Curtis	Commercial Remodel			\$80,000
2/12/2020	20	2/12/2020	KC Inc	404 W Jefferson	Iowa Demolition	DEMO			
10/9/2019			IR Brew Enterprises (Scooters)	1112 N Jefferson Way	TBD	Commercial			\$75,000

Jackie Raffety

From: Ryan Waller
Sent: Friday, February 21, 2020 3:14 PM
To: Ryan Waller
Subject: FW: Waller's Weekly 2.21.2020
Attachments: PW Shout Out.pdf; PR Shout Out.pdf; Intro to Planning and Zoning Workshops _ Community and Economic Development.pdf; Curent Projects Update- Feb 21.pdf; 2020 Building Permits- Feb 21.pdf; Code Enforcement- Feb 21.pdf; Indianola Community School District Public Vote.pdf

Good afternoon, all.

I hope this finds everyone well. Below and attached, please find this week's update containing various items of note. As always, please feel free to contact me if you have any questions. Please also feel free to share this email with others.

Have a wonderful day and enjoy the warmer temperatures this week.

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Budget Presentation – Below, please find the link to the City's website that contains the budget presentation that was provided during the City Council's February 18th Study Session. A main point in the draft budget is the continued implementation of prior year's public safety staffing recommendations. The budget process continues at the City Council's next meeting on March 2nd.

Library Strategic Plan - The Library's Strategic Plan for 2020-25 was approved this week by the State Library of Iowa. Based on community input through surveys and focus groups, three strategic priorities were identified: Improve Spaces, Increase Access, and Create Awareness. Community input identified improving the facility as the Library's biggest need. Increasing Access, especially by increasing weekend and evening hours, was the second priority. The process of gathering community input showed that many residents are not aware of the services the Library provides, which leads to Creating Awareness as the third priority. The Strategic Plan, including selected community comments, is published on the [Library's webpage](#).

Indianola School District Vote – Attached, please find information regarding the upcoming School District public vote scheduled for March 3rd.

Emergency Planning – Earlier this week, representatives from the City, School District, Sheriff's Office and Emergency Management met to discuss the planning of a series of safety training exercises for not only public safety personnel, but also teachers and administrators in our community's school buildings.

Departmental "Shout Outs" – Attached, please find this week's "shout outs" to members of the Team. In addition to the provided "shout outs", the Team wanted to share some examples of amazing teamwork from this last week:

- The Fire Department purchased batteries for the Police Department's AEDs resulting in a cost savings to the Police Department.
- The Finance and Street Departments worked together to identify a long-term supply purchase of work gloves that will save the City about \$200. Staff shared this same information with our colleagues at IMU.
- The Parks and Recreation Department hosted this month's employee appreciation event at the Activity Center.
- The IT Department worked with our colleagues at the County to assist with their transition from MCG. While the County is not a specific department, the County provides valuable services to the City, including Emergency Dispatch and GIS services.

Iowa State University (ISU) Planning and Zoning Workshop – ISU Extension and Outreach has released the schedule for its Introduction to Planning & Zoning for Local Officials workshop series for Spring 2020. The Introduction to Planning and Zoning

workshop is designed as a “basic training” for local elected and appointed officials on the land use issues facing them today. The workshop is intended primarily for local officials new to planning and zoning issues, though it also will serve as a refresher for veteran members. A brochure with additional information, including dates and locations, is attached. The nearest locations to Indianola are on March 24th in Ankeny and April 21st in Oskaloosa. If you would like to attend, please let Charlie Dissell know by Friday, March 13th.

Summerset Greene Development – Staff has been in discussions with Woda Cooper Companies about scheduling a neighborhood meeting. As was reported in a previous weekly update, this company is looking to locate a senior living apartment in Indianola, known as Summerset Greene. Currently, this company is exploring a piece of ground in the 1600 block of North 9th Street. A neighborhood meeting has been scheduled for Monday, March 9th. Staff is working to secure a location for this meeting and will provide an update once the meeting time and location has been confirmed. Staff has notified a resident in the neighborhood for advanced notification to their neighbors. A formal letter will get distributed by the developer to the entire neighborhood once a location and time is set.

404 North Jefferson Way (Pizza Hut) – As you may be aware, the Pizza Hut building was demolished this last Thursday. Staff has received quite a few inquiries from the public on the plans for this location since that time. Staff has been working with the property owners of this location since last fall regarding the future plans/options for the site. The first step to redeveloping this site was the demolition, however, future plans remain fluid at this time.

Wade Journey Homes – This week, staff was informed that Wade Journey Homes has been re-branded to Century Complete. As you may be aware, last year, Wade Journey Homes pulled 16 building permits for new single-family dwellings. To date, only five of those dwellings have been constructed. Century Complete has informed staff that the remaining 11 permits will have site plan changes and will now include basements. Staff is working with Century Complete to cancel the permits for the 11 unbuilt single-family dwellings and re-issue new permits for the new site plans for homes that will include basements.

Community Development Updates – Attached, please find various updates provided by the Community Development Department.

Upcoming City Council Agenda – Attached, please find the draft agendas maintained by the Clerk’s Office for the upcoming meetings. As a reminder, these are fluid documents that can change on a regular basis (i.e. some items may get

added/rescheduled due to Council direction, as well as other factors that may or may not be within the control of the City departments). If there are items that you would like more information on, please let me know.

Ryan Waller

From: Melissa McCoy
Sent: Friday, February 21, 2020 9:21 AM
Subject: Street Department Shout Out!

The Street Department received a thank you card from a resident and inside the card, was a poem.

Hi to All,

I wanted to let you know how thankful I am for all your hard work. You have worked so hard to keep our roads clear and you have done a great job! Thank you!

Poem:

I made myself a snowball,
As perfect as could be.
I thought I'd keep it as a pet,
And let it sleep with me.
I made it some pajamas,
And a pillow for the head.
Then last night it ran away,
But first...it wet the bed.

Author Unknown

Great job! Keep it up!

Melissa McCoy
Director of Human Resources
City of Indianola
110 North 1st Street
Indianola, IA 50125

Office: (515) 962-5272
Fax: (515) 962-5273
mmccoy@indianolaiowa.gov



"Avoid the worst, put safety first!"

Ryan Waller

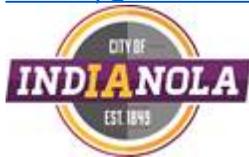
From: Melissa McCoy
Sent: Friday, February 21, 2020 9:24 AM
Subject: Activity Center Shout Out!

The Activity Center received a call from a resident to register herself and her husband for both brown bag lunch & learn programs. At that time, she thanked them for offering such excellent programs; they come to all of them and really enjoy them. Kudos to Becky for lining up such interesting speakers!

Fantastic work!

Melissa McCoy
Director of Human Resources
City of Indianola
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"Avoid the worst, put safety first!"

IOWA STATE UNIVERSITY

Extension and Outreach

Community and Economic Development

Intro to Planning and Zoning Workshops

About the Introduction to Planning and Zoning Workshops

The Introduction to Planning and Zoning for Local Officials workshop is a three-hour session designed to introduce the basic principles of land use planning and development management to elected officials, planning and zoning officials, and board of adjustment members without formal training in the subjects. Using case scenarios in a highly-interactive format, the workshop highlights issues frequently faced in the land use process, such as the roles and responsibilities of the planning and zoning commission, the board of adjustment, and the elected council and board of supervisors. It also will highlight legal issues frequently faced by local officials, such as variances, special uses, nonconforming uses, spot zoning, hearing procedures, and conflicts of interest.

The workshop is offered annually in multiple locations across the state. Locations change from year-to-year so that city and county officials are able to attend a location near them at least once every two years. All workshops begin with registration and a light supper at 5:30 p.m. The program begins at 6:00 p.m. and concludes by 8:45 p.m. The registration fee is \$65 per individual. This fee is reduced to \$55 per individual if a city or county registers 5 or more officials to attend. The fee covers the workshop instruction, workshop materials, and supper.

Dates of the Spring 2020 workshops:

Tuesday March 3-- Iowa City Location: Johnson County Extension Office, 3109 Old Highway 218 S, Iowa City

Thursday March 5-- Clear Lake Location: Best Western Holiday Lodge, 2023 7th Ave, Clear Lake

Tuesday March 10-- Sioux City Location: Hilton Garden Inn, Sioux City
Riverfront, 1132 Larsen Park Road, Sioux City

Tuesday March 24-- Ankeny Location: Courtyard by Marriott, 2405 SE Creekview
Dr., Ankeny

Thursday March 26-- Okoboji Location: Arrowwood, 1405 Hwy 71, Okoboji

Thursday, April 7-- Carroll Location: Region XII Council of Governments, 1009
East Anthony Street, Carroll

Tuesday, April 14-- Decorah Location: Hotel Winneshiek, 104 East Water
Street, Decorah

Tuesday April 21-- Oskaloosa Location: Library, Room A-B, 301 S. Market St.,
Oskaloosa

[Click here to register](#) ↗

Download the brochure here

Certification Credits

The workshop has been pre-approved by the Iowa Municipal Finance Officers Association and the Iowa League of Cities for credits toward certification.

Other matters?

New board or commission members? We will conduct a workshop tailored to your community's needs anytime throughout the year. Contact for costs and scheduling: (515) 231-6513 or ejchr@iastate.edu

Category: [Local Government and Nonprofits](#)

Tags: [workshops](#), [class](#), [land use planning](#), [elected officials](#)



COMMUNITY DEVELOPMENT

To: Ryan J. Waller, City Manager
From: Charlie E. Dissell, AICP, Community and Economic Development Director
Date: February 21, 2020
Subject: Current Projects Update

The purpose of this memorandum is to provide a brief synopsis of different projects that may be of interest to the Council.

- **Apple Tree Inn (1215 North Jefferson Way)**
 - Building permit application for interior remodel submitted on January 10.
 - Review comments were returned on January 13.
 - Revised building plans submitted on February 5.
 - Building Permit issued on February 12.
- **Wal-Mart (1500 North Jefferson Way)**
 - Building Permit application and plans submitted on October 29 for a remodel of this building.
 - Building plans approved on November 7.
 - Building Permit issued on January 16.
 - Applicant has indicated a start date of January 19.
- **Proposed Campground (Northwest Corner of South Jefferson Way and East 17th Avenue)**
 - Staff held a preapplication meeting on a proposed campground on October 3
 - A rezoning petition was submitted on October 25 for a proposed campground
 - The Planning and Zoning Commission recommended the rezoning for approval at its November 12 meeting.
 - The City Council held a public hearing on the request at its December 16 meeting.
 - Council approved the rezoning on January 21.
- **Cabin Coffee (910 East 2nd Avenue)**
 - Sale of D&D lot and development agreement was approved by Council on October 21.
 - Staff hosted a preapplication meeting with the developers on October 22.
 - Developer closed on the property on November 22.
- **Scooters Coffee (1112 North Jefferson Way)**
 - Site plan and building permit were submitted on October 9.
 - Site plan comments returned to applicant on November 4.
 - Updated site plan submitted on November 18.
 - Staff continues to work with the property owner on a solution for the storm sewer pipe located on this property.

- **Indianola Pediatric Dentist (2001 North 6th Street)**
 - Site plan and stormwater management plan were submitted on May 23.
 - Comments were returned to the applicant on June 2.
 - Building permit application submitted on June 13.
 - Site plan and stormwater management plan were approved on June 18.
 - Building permit comments returned on July 3.
 - Revised building permit plans were resubmitted on July 11.
 - Building permit was issued on July 15.
- **Missouri Valley JATC Training Facility (1600 East Iowa Avenue)**
 - Site Plan for this project was submitted on April 3 to the City and comments were returned on April 22.
 - City Staff has also held internal meetings regarding new road alignment within the industrial park expansion.
 - City staff met with the Missouri Valley on May 1 to discuss access to this site and possible road upgrades/funding.
 - A revised site plan was submitted on May 20.
 - Revised comments were returned on June 4.
 - A second revised site plan was submitted on June 11.
 - Site Plan was approved on June 11.
 - Building permit application was submitted on June 14.
 - Building permit comments were returned on July 2.
 - Staff has meet with Missouri Valley on a development agreement related to future infrastructure improvements.
 - Building permit application submitted on August 2
 - Staff meet with the contractor on August 23 to discuss building/inspection process.
 - Fire review comments returned to applicant on September 23.
 - Response to fire review comments received on October 29.
 - Full building permit issued on November 13.
- **Chumbley's Auto Care (110 South Jefferson Way)**
 - Staff met with the business owner on March 15 to discuss plans for future building.
 - Staff has submitted preliminary comments on the site plan to the business owner.
 - Site plan and building permit application plan were submitted on May 10.
 - Comments were returned to the applicant on May 22.
 - Revised site plans and building permit plans were resubmitted on July 10.
 - Site plan and building permit were issued on July 17.
 - Temp CO issued on November 26. Awaiting seed/sod and landscaping before final CO will be issued.
- **Ace Hardware (506 North Jefferson Way)**
 - City staff held a pre-development meeting on this project on February 22.
 - The old car wash was demolished the week of July 15.
 - The existing Mudslingers Coffee Shop would remain.

- A code review was submitted to the City for review by the architect on July 29.
- The City returned comments on that code review on July 31.
- Engineer inquired about site plan approval process on August 23.
- Site plan submitted on September 5.
- Initial comments on the site plan were returned on September 19.
- Variance application for parking submitted on September 24. Will be placed on November 6 agenda.
- Revised site plan submitted on October 4.
- Building Permit application and plans submitted on October 14.
- 2nd review comments on the site plan were returned on October 17.
- Building permit comments returned on October 18.
- Revised building permit plans received on October 23.
- Revised site plan submitted on October 25.
- Variance request for parking was approved by the Board of Adjustment on November 6.
- Site plan approved and building permit issued on November 7.
- **New Heights Church (309 East Hillcrest Avenue)**
 - The project engineer contacted the City on February 7 to clarify plan review comments.
 - Updated site plan was received on March 7.
 - Updated comments returned to applicant on March 20.
 - The project engineer contacted the City on July 11 to clarify plan review comments.
 - Staff responded to those questions on July 12.
 - An updated site plan was submitted on July 29.
 - Staff responded to fire code requirements on August 21.
 - An updated site plan was submitted on August 30.
 - Site plan comments were returned on September 2.
 - Revised site plan submitted on September 20.
 - Site plan comments returned on October 18.
- **Quail Meadows 3**
 - Located north of North 8th Street and East Trail Ridge Place.
 - Staff has been notified that about 30 acres of land in the Summercrest Hills development was sold to a developer who intends to develop single family lots.
 - A rezoning application was submitted on July 1 to change a portion on this land from C-2 to R-3. The Planning and Zoning Commission recommended approval of this request at its August 13 meeting.
 - The City Council held a public hearing and first consideration at its September 16 meeting.
 - This development will require the City to relocate the current lift station north of the Quail Meadows Subdivision to the north of the Summercrest Hills development. The tentative schedule it to have the new lift station designed by this fall, bid of by next spring, and completion by fall of 2020.
 - Staff meet with HR Green and Developer engineer to discuss timing of improvements and new lift station on September 9.
 - The developer submitted a preliminary plat to the City on September 24.

- Comments on preliminary plat returned on October 4.
- Preliminary plat recommended for approval by Planning and Zoning Commission on November 12.
- City Council approved the preliminary plat at its November 18th meeting.
- Construction plans were submitted on December 2.
- Comments on construction plans returned on December 17.
- Revised construction plans submitted on February 7.
- Comments on construction plans returned on February 18
- **Heritage Hills Plat 10**
 - Located at the west end of Trailridge Road.
 - Preliminary plat for a 10-lot residential subdivision was submitted to the City on July 12.
 - The Planning and Zoning Commission recommended approval of this plat at its August 13 meeting.
 - The City Council approved the preliminary plat at its August 19 meeting.
 - Construction Plans were submitted on August 27.
 - Comments on construction plans returned on September 11.
 - Revised construction plans were submitted on September 18
 - Construction plans were approved on October 8.
 - Plat of survey to convey property to developer was submitted on January 2. This Plat of survey was reviewed by the Planning Commission on January 15 and the City Council adopted a resolution of approval on January 21.
- **Prairie Glynn Plat 2**
 - Located east of East Franklin Avenue and North 15th Street.
 - Construction plans have been submitted and will be approved once changes are made.
 - A second revised preliminary and final plat were submitted on June 5. The Planning and Zoning Commission reviewed the preliminary plat at its July 9 meeting, and the Council approved the preliminary plat at its July 15 meeting.
- **Quail Meadows Townhomes Preliminary Plat**
 - Located on the north side of East Hillcrest Avenue between North 9th Street and the Summerset Trail.
 - Final Plat approved by Council on May 20.
 - Building permits for north side issued on May 23.
 - Site development is taking place and work is progressing.
- **Autumn Ridge Subdivision Plat 3**
 - Located north of North O Street and West Kentucky Avenue.
 - City Council approved a Development Agreement on June 17.
 - Staff meet with developer on November 14 to outline utility installs and final approvals.



Community Development

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1/7/2020	4	1/7/2020	Chad Keller	208 N Jefferson	B and D	DEMO			
1/7/2020	5	1/8/2020	North American MHC LLC	24 Leonard	Heartland Living	Mobile Home			\$51,300
1/7/2020	6	1/8/2020	North American MHC LLC	26 Alfred	Heartland Living	Mobile Home			\$38,494
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1/15/2020	16	1/27/2020	Jerry's Homes	1704 Detroit	Jerry's Homes	Single Family Dwelling	1605		\$212,000
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2/10/2020	18	2/10/2020	Dusty Jordan	1107 N 6th Street	Jordan Building & Design LLC	Screened In Porch	192		\$15,000
1/10/2020	19	2/12/2020	Prilesh Patel	1215 N Jefferson Way	Rod Curtis	Commercial Remodel			\$80,000
2/12/2020	20	2/12/2020	KC Inc	404 W Jefferson	Iowa Demolition	DEMO			
2/13/2020	21	2/18/2020	Top Hat Homes	810 W Orchard	Top Hat Homes	Single Family Dwelling	2404		\$448,000
10/9/2019			IR Brew Enterprises (Scooters)	1112 N Jefferson Way	TBD	Commercial			\$75,000



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Code Enforcement Tracking Report

Case Status	Case No.	Complaint Date	Description of Complaint	Location/Address	Date of Initial Inspection	Date of Written Notice	Current Status	Next Follow-up Date	Final Compliance Date
Open	CE: 03-2020	1/9/2020	Junk vehicles	208 South D Street	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Two junk vehicles that need to be towed. Person in charge of the estate called in on 2/3/2020 and 2/11/2020. Extension given to 2/19/2020. Cars remain as of 2/21/2020	2/24/2020	
Open	CE: 01-2020	12/27/2019	Campers all over property. Junk and junk vehicles parked on driveway and other miscellaneous junk debris.	1801 West Euclid	1/2/2020	1/2/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Spoke with Uele and established a 30 day deadline for each camper to be removed/moved from property.	2/24/2020	
Open	CE: 11-2020	1/9/2020	Patio clutter accumulating at apartment 30	810 South R Street	1/9/2020	1/27/2020	Sent letter of Nuisance and Demand for Abatement on 1/27/2020 and established a deadline of February 10th, 2020. Spoke with regional property manager and he said apartment 30 will be taken care of within the next week or 2.	2/29/2020	
Open			Unsafe Building	407 West 1st Ave	12/11/2019	12/11/2019	House caught fire over thanksgiving weekend 11/28/2019. Inspected house on 12/11/2019 to determine extent of damage and see if the structure can be saved. Unfortunately the structure cannot be saved and must be torn down. Sent letter to property owner on 12/11/2019 ordering the house to be demolished by January 20th, 2020. Person in charge of the estate called in on 2/3/2020. Insurance claim has been filed, and adjuster will evaluate. Still waiting on insurance adjuster.	2/29/2020	
Open			Junk/Junk Vehicles	1105 E Salem	4/22/2019	4/26/2019	Spoke with Kevin King. He said he will remove manhole and keep us updated. Will check regularly.	2/29/2020	
Open			Unsafe Building	306 S F Street	4/17/2018	8/16/2019	Posted as unsafe. Property purchased out of foreclosure. New property owner has rehabbed exterior of building and will begin on the interior. Will check regularly.	2/29/2020	
Open			Abandon/Unsafe Building	506 N Kenwood Blvd	4/17/2018	5/6/2019	Municipal Infraction Issued. Service has been attempted on property owner, and has failed. Discovered that property was in foreclosure, and was sold on August 15. New owner is working on updating property. Property is now for sale. Will check regularly. House is up for sale by Berkshire Hathaway	2/29/2020	
Open			Abandon/Unsafe Building	911 N C Street	3/28/2019	4/5/2019	Notice of unsafe building issued. Property owner has applied for a building permit. Default judgement issued by court on December 6. Property owner had until January 5 to have all work completed. Working on getting quotes for work to be completed to determine next steps. In the process of getting quotes to abate the property. Not going to abate. Will continue to issue Municipal Infractions each month.	3/7/2020	
Open	CE: 04-2020	1/9/2020	Junk and junk debris throughout property	107 North Kenwood	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Spoke with homeowner and she said she will have van removed from property as soon as the weather turns.	3/30/2020	
Open			Abandon/Unsafe Building	310 E Boston	3/28/2019	4/5/2019	Property posted as unsafe. Building has been ordered to be vacated and was posted to prevent further occupancy until the work is completed. Met with owner to discuss timing for making improvements. Deadline set for November 1. Work has commenced on west side of house. Will check regularly.	3/30/2020	
Open			Abandon/Unsafe Building	2103 N Jefferson	4/17/2018	5/6/2019	Municipal Infraction Issued. Property owner has discussed next steps with staff, including demolition. Will check regularly.	3/30/2020	
Open			Unsafe Building	401 W Salem	6/25/2019	6/26/2019	Notice of unsafe building issued. Property owner obtained a building permit for work. Substantial progress made. Still needs to finish roof and siding.	3/30/2020	



Community Development

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Code Enforcement Tracking Report

Open	CE: 08-2020	1/9/2020	Sign missing panels, menace to the public	1801 West 2nd	1/10/2020	1/14/2020	Sent letter of Nuisance and Demand for Abatement on 1/14/2020 and established a deadline of February 13th, 2020. Spoke with Deb from DML Management. She is working with a sign company and will be taking care of the existing sign as soon as possible. Established another deadline of March 31st, 2020.	3/31/2020	
Open			Unsafe Building	210 N Jefferson	7/29/2019	7/31/2019	Relative of the property owner claimed the home would be rehabbed. Notice of unsafe building issued. Work being done on building. Spoke with contractor on 10/17/19 about structural portion of front porch. Contractor will be pulling building permit sometime within the next week. Spoke with property owner on 10/30. She asked for a 30 day extension to finish the exterior. 30 day extension was granted. Spoke with contractor, he said their waiting on materials and work will resume as soon as they are available but no later than 1/31/2020. Spoke with property owner. Contractor is waiting to finish siding until the weather warms up to avoid cracking the vinyl.	3/31/2020	
Open	CE 07-2020	1/9/2020	Abandoned/Dangerous/Unsafe Building	2110 West 2nd	1/9/2020	1/10/2020	Sent letter of Abandoned, Dangerous, & Unsafe Building on 1/10/2020 and established a date of April 9th for completion.	4/9/2020	
Open		9/17/2019	Tall Grass/Weeds, Debris	Property E of East Scenic Valley Ave	9/17/2019		Discussed this with the representative for property owner. Tall grass and weeds will be mowed, and they will work to get remaining construction debris off the property.	4/30/2020	
Open	CE: 02-2020	1/9/2020	Trailer park needs to be cleaned up. Junk and junk vehicles.	307 West 2nd	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of April 30th, 2020. Larry Throckmorton 515-249-9639	4/30/2020	
Open			Unsafe Building	208 N Jefferson Way	4/17/2018		Demolition has taken place. Will close out once all work is completed, and lot has been seeded.	4/30/2020	
Open			Unsafe Building	206 N Jefferson	4/17/2018		Demolition has taken place. Will close out once all work is completed, and lot has been seeded.	4/30/2020	
Open	CE: 09-2020	1/10/2020	Shed in front/side yard	640 North N	1/14/2020	1/16/2020	Sent letter of ordinance violation on 1/16/2020 and established a deadline of February 14th, 2020. Spoke with Diana and gave extension until May 1st, 2020.	5/1/2020	
Open	CE:10-2020	1/10/2020	Shed in front/side yard	606 North Kenwood	1/14/2020	1/16/2020	Sent letter of ordinance violation on 1/16/2020 and established a deadline of February 14th, 2020. Owner has requested a Variance and will be heard before the Board of Adjustment.	TBD	
Closed	CE: 05-2020	1/9/2020	Vehicles and trailers parked in grass, camper stored on driveway	1708 West Euclid	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. Spoke with Tim, gave 30 days to comply. Camper and trailer have been removed.		2/14/2020
Closed	CE: 06-2020	1/9/2020	Junk on west side of home	1906 West Euclid	1/10/2020	1/10/2020	Sent letter of Nuisance and Demand for Abatement on 1/10/2020 and established a deadline of January 20th, 2020. City will need to abate. Emailed Apex for abatement(02/05/2020) APEX to finish abating property on Monday 2-10-2020.		2/10/2020
Closed	CE: 12-2020	1/23/2020	Sidewalks not cleared	911 North Howard	1/28/2020	1/28/2020	Sidewalk Cleared.		2/6/2020
Closed	CE: 15-2020	1/28/2020	Sidewalks not cleared	West side of Country Club including golf course, 601 Trail Ridge and 600 Trail Ridge Rd.	1/28/2020	1/28/2020	Sidewalk Cleared.		2/6/2020
Closed	CE: 14-2020	1/27/2020	Sidewalks not cleared	300-500 Block of East Kentucky (Wal-Mart)	1/28/2020	1/28/2020	48 Hrs		1/30/2020
Closed		11/19/2019	Trash next to front door and in back yard.	405 West 17th	12/3/2019	12/3/2019	Door hanger left on 12/3. Spoke with Corey Miller and established a date of 12/27/2019 to have junk and debris cleaned up. Corey called and asked for another extension due to the holidays. New date for compliance is 1/31/2020		1/27/2020



Indianola Community School District Public Vote

March 3, 2020

Public Educational and Recreational Levy (PERL)

The state of Iowa allows districts to levy \$0.135 per \$1,000 of taxable valuation for a Public Educational and Recreational Levy (PERL). Funds from this levy may be used to establish and maintain public playgrounds, public recreation purposes and community education purposes.

Over the past 5 years, the district has spent an estimated \$500,000 per elementary playground. Adding this levy allows the district to be more proactive in funding for future and ongoing playground needs and consider the expansion of community education services.

Although the vote is asking for an added levy rate, the district anticipates that the overall levy rate for the district will not increase, due to increased valuations and the district levying fewer cash reserve dollars. Preliminary budget calculations show that the school levy rate will drop by approximately \$0.50 per thousand dollars taxable valuation, from \$18.50 down to \$17.99.

Renewal of Sales Tax Revenue Purpose Statement:

On 3/3/2020, voters will be asked to renew the Indianola Schools' Sales Tax Revenue Purpose Statement. The 2019 Iowa legislature renewed the 1-cent Sales Tax for Schools for another 20 years (2029 through 2051). This law change did not increase the percentage of sales tax being paid to Iowa schools. However, the new law requires all local school districts to renew their Revenue Purpose Statement to provide voter approval for the use of the funds. Indianola is requesting approval for all eligible purposes provided under the law. The law requires a simple majority vote to pass.

The State of Iowa collects a 1% Sales Tax and distributes this money to all Iowa schools on a per student basis to fund school construction, building and site improvements, technology and large equipment purchases. The State began collection sales tax for schools in 2005. This funding was renewed in 2008 for 20 years years guaranteeing the funding until 2030. In the spring of 2019 the Iowa legislature renewed it again for another 20 years, stretching the funding out until 2050. With the 2019 renewal, the Iowa legislature required all local districts to renew their local Revenue Purpose Staemtent so local voters would be aware and involved in how the school district are using the funds. Once approved the local school board will use the Revenue Purposes Statement as a guide to determine building projects and other uses. Indianola has placed the renewal of the Revenue Purposes Statement on the 3/3/2020 ballot. The full ballot question is posted on the Schools website.

Below are examples of how the district has used the Sales Tax funds:

Athletic field improvements	School Furniture
Auditorium Renovation and HVAC Upgrades	High School Music Expansion and Equipment
Baseball Field Updates and Lighting	Middle School Renovation and Expansion
Blake Fieldhouse	Tennis Courts
Computers for students, other computer equipment	District Administration Office
Debt Reduction	Window Replacements at Whittier, Emerson

Please vote on 3/3/2020.

Precinct Official's Initials

OFFICIAL BALLOT
Special Election
Warren County, Iowa
Tuesday, March 3, 2020
Indianola School District
00200



INSTRUCTIONS TO VOTERS

- Use only the marking device provided.
- Fill in the target next to your choice like this:
- Notice to voters:** To vote to approve any question on this ballot, fill in the target in front of the word "Yes". To vote against a question, fill in the target in front of the word "No".
- Do not cross out. If you change your mind, exchange your ballot for a new one.**

Indianola Community School District

PROPOSITION F

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

Shall the Board of Directors of the Indianola Community School District in the County of Warren, State of Iowa, be authorized to levy a tax upon all the taxable property within the School District of not to exceed thirteen and one-half cents (13½¢) per thousand dollars of assessed valuation of the taxable property within the School District for public educational and recreational activities and community education purposes?

YES

NO

Indianola Community School District

PROPOSITION G

SHALL THE FOLLOWING PUBLIC MEASURE BE ADOPTED?

Summary: To adopt a Revenue Purpose Statement specifying the use of revenues the Indianola Community School District will receive from the State of Iowa Secure an Advanced Vision for Education Fund.

In the Indianola Community School District, the following Revenue Purpose Statement which specifies the use of revenues the Indianola Community School District will receive from the State of Iowa Secure an Advanced Vision for Education Fund shall be adopted.

To provide funds to acquire or install information technology infrastructure (including improving buildings or sites for the purpose of accessing broadband digital telecommunications) and school safety and security infrastructure.

To provide funds to build and furnish a new school building or buildings; to build and furnish addition(s) to school buildings in the District; to remodel, reconstruct, repair, expand, and improve the school buildings in the District; to purchase and improve grounds; for demolition work; to furnish and equip district facilities.

To provide funds for the purchase, lease or lease-purchase of buildings, equipment (including transportation and recreation equipment), or technology and to repair transportation equipment for transporting students as authorized by law, to implement energy conservation measures, sharing or rental of facilities including a joint infrastructure project for the purposes of offering classes under a district-to-community college as authorized in Iowa Code Section 423F.3(3)(c), procuring or acquisition of libraries, or opening roads to schoolhouses or buildings.

To provide funds to purchase land as part of start-up costs for new student construction program or if the sale of the previous student construction was insufficient to purchase land, and to purchase construction materials and supplies for a student-constructed building or shed intended to be retained by and used by the District.

To provide funds to make payments to a municipality or other entity as required under Iowa Code Section 403.19(2).

To provide funds for demolition, cleanup, and other costs if such costs are necessitated by, and incurred within two years of, a disaster.

To provide funds to establish and maintain public recreation places and playgrounds; provide for supervision and instruction for recreational activities; or for community education purposes.

To provide funds for the payment of principal and interest or retirement of general obligation bonds issued for school infrastructure purposes, energy improvement loans, loan agreements authorized by Iowa Code Section 297.36, sales, service and use tax revenue bonds issued under Iowa Code Section 423E.5 or Iowa Code Section 423F.4.

To provide funds for property tax relief; and

To provide funds for other authorized expenditures and purposes as now or hereafter permitted by law and designated by the Indianola Community School District.

It being understood that if this proposition should fail to be approved by the voters, such failure shall not be construed to terminate or restrict authority previously granted by the voters to expend receipts from the Secure an Advanced Vision for Education Fund.

If approved, this Revenue Purpose Statement shall remain in effect until replaced or amended by the Indianola Community School District.

YES

NO