



— Clerk’s Office —

NOTICE:

The City of Indianola is committed to the safety of our community and our organization. We understand that many in our community may have questions of the City, but who also may be nervous about attending gatherings such as a City Council meeting due to the COVID-19 Pandemic.

For those who do not wish to attend the meeting in person, the City of Indianola is currently hosting its meetings virtually at https://www.youtube.com/channel/UCCwqdy2irWQILB_1QzcVrdw

You may also view the meeting via a zoom webinar (Password: 157641):

<https://zoom.us/j/93478610662?pwd=TTNpa2I4NWlra0EvMEZGSmFUc3FwZz09>

Passcode: 157641 **Webinar ID:** 934 7861 0662

Or iPhone one-tap : 1-646-558-8656, 93478610662# 0#, 157641# or 1-301-715-8592, 93478610662#, 0#, 157641#

Or Telephone Dial: 1-646-558-8656 or 1-301-715-8592 or 1-312-626-6799 or 1-669-900-9128 or 1-253-215-8782 or 1-346-248-7799.

If you have a question or would like to submit a public comment, but are unable to attend the City Council meeting due to concerns about COVID-19, please do one of the following:

- Call 515-962-5240 immediately before the public comment or public hearing;
- Submit an electronic public comment form by visiting our website at <http://www.indianolaiowa.gov/Public-Comment>
- Submit the form on page seven (7) of the packet to:

City Clerk’s Office
110 N 1st Street
Indianola, IA
50125

(May be dropped off at the Police Station – south entrance)

Forms received by 4:00 p.m. on the day of the meeting will be distributed to the Mayor and City Council prior to the meeting. Comments received after the deadline will be sent to the Mayor and City Council as soon as possible.

The City of Indianola is pleased to provide accommodations to disabled individuals or groups and encourages their participation in city government. Should special accommodations be required, please contact the Clerk's office at least 48 hours in advance at 515-961-9410 or email cityclerk@indianolaiowa.gov to have reasonable accommodations provided.

Thank you for your cooperation, patience and understanding.

- The City of Indianola



CITY OF INDIANOLA COUNCIL MEETING
September 8, 2020
6:00 p.m.
City Council Chambers
Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. **Page 6** Public comment
5. Consent
 - A. Approval of agenda
 - B. **Page 8** Claims on the computer printout for September 8, 2020.
 - C. **Page 26** August 17, 2020 Minutes.
 - D. **Page 30** Resolution setting public hearing and letting dates for the East Iowa Avenue Paving Project.
 - E. Applications
 1. **Page 36** Approval of an event application from the Indianola Public Library for Trunk or Treat on October 30, 2020 from 4:30 p.m. to 8:00 p.m.
 2. **Page 41** Approval of an event application from Warren County Historical Society to use City property for a tractor show from September 25-27, 2020, during the Log Cabin Days celebration.
 3. **Page 45** A renewal Class C Liquor License, Class B Wine, Outdoor Sales and Sunday Sales Privileges for The Local Vine, located at 126 West Ashland Avenue.

4. **Page 46** A renewal Class E Liquor License, Class C Beer Permit and Sunday Sales Privileges for Hy-Vee Gas, located at 912 North Jefferson Way.
5. **Page 47** A renewal of a refuse hauling permit for T.R.M. Disposal.
- F. **Page 48** Approval of Pay Application 5 in the amount of \$169,170.45 for the Quail Meadows 3 Lift Station Project.
- G. **Page 68** Resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund.
- H. **Page 70** Resolution authorizing an application to the Traffic Engineering Assistance Program Grant program to perform a traffic engineering study at the intersection of 2nd Avenue West and Buxton Street.
- I. **Page 75** Resolution approving a Professional Services Agreement with Fischer Brothers LLC for removal and replacement of the Aquatic Center slide tower steps and decking.
- J. **Page 93** Resolution approving a contract for Wellness Center exterior crack repairs.
- K. **Page 119** Resolution approving an underwriting engagement letter with D.A. Davidson for 2020 general obligation series.
- L. **Page 127** Resolution approving engagement letter with Ahlers and Cooney Law Firm for 2020a and 2020b General Obligation Series.
- M. **Page 136** Resolution accepting and approving a master lease agreement between the City of Indianola and USCOC of Greater Iowa, LLC.
- N. **Page 158** Resolution approving amendment number one to the professional services agreement with Advanced Data Processing.
- O. **Page 167** Second consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to standard penalty.
- P. **Page 169** Second consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to tobacco use.
- Q. **Page 172** Second consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to animal control.
- R. **Page 178** Second consideration of an Ordinance amending various sections of the Code of Ordinances of the City of Indianola regarding fees.
- S. **Page 185** Second consideration of an Ordinance amending Chapter 165 of the Code of Ordinances of the City of Indianola, regarding preschools, schools and churches.

- T. **Page 191** Third and final consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to repeal the three-hour parking regulations in and around the public Square and add language related to construction parking.
- U. **Page 194** Resolution authorizing the City Manager to sign the agreement between the City of Indianola and the Young Men’s Christian Association of Greater Des Moines, Iowa.
- V. **Page 196** Resolution approving the Fiscal Year 20 Indianola Street Finance Report.
- W. **Page 205** Resolution approving a letter of support for the proposed Carlisle Trail Connection.
- X. **Page 209** Resolution accepting a sanitary sewer and drainage easement agreement at 1508 North Jefferson Way.
- Y. **Page 216** Resolution approving and accepting a development agreement relating to the development of Crow’s Nest RV Park.
- Z. **Page 224** Prior and final approval on Urban Revitalization Designations.
- AA. **Page 225** Resolution approving salaries.

6. Council Reports

7. Mayor's Report - Kelly B. Shaw

A. Community Update

8. Public Consideration

A. Old Business

1. **Page 228 Public Hearings on Community Development Block Grant (CDBG) Funding.**

a. **Page 229** Public Hearing on CDBG Funding for the Indianola Ultraviolet Disinfectant Device Acquisition Project.

b. **Page 230** Public Hearing on CDBG Funding for the Indianola Meals Project.

B. New Business

1. **Page 231 Vicious Dog**

a. **Page 235** Hearing in accordance with Chapter 56, Section 56.05 of the City Code concerning seizure, impoundment and disposition of vicious animals.

b. Page 248 Determination of a vicious animal.

2. **Page 249** First consideration of an Ordinance amending Chapter 160 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Fire Code.
3. **Page 256** Resolution approving pre-application for the 2020 Iowa Great Places Grant.
4. **Page 259** Resolution approving an amendment to the City Council TIF Program Policy.

9. Other Business

A. City Manager's Report — Ryan Waller

1. **Page 264** Receive and file correspondence from August 14, 21 and 28, 2020 weekly updates from City Manager Ryan Waller.

B. Page 323 Enter into closed session 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. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

C. Page 324 Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

10. Adjourn

Meeting Date: 09/08/2020

Subject

Public comment

Information

Fiscal Impact

Attachments

Public Comment Form



CITY OF INDIANOLA PUBLIC COMMENT FORM

If you would like to address the Council during Open Forum (aka Public Comment) or during a Public Hearing, please complete and return this form to the Deputy City Clerk.

Electronic submissions will be distributed to the Mayor and Council. Citizens attending the meeting will be called to the podium to speak.

Please complete the following information:

Your Name: _____

Your Address: _____

Organization (if applicable): _____

City Council Meeting Date: _____

Agenda Item or topic if not on the agenda: _____

Comment: _____

Open Forum

- A maximum of twenty (20) minutes will be set aside for members of the public to address the Council on any item not on the agenda and on any subject over which the Council has the authority to act.
- Presentations will be limited to three (3) minutes to a maximum of (5) minutes.
- Preference will be given to individuals who did not speak at the previous council meeting's Open Forum.
- Individuals may not speak more than once during Open Forum.
- All speakers must address the entire Council and will not be permitted to engage in dialogue.
- Any individual addressing the Council will be asked by the presiding officer to clearly state his/her name and address prior to speaking before the Council or minimally during or after his/her presentation to the Council so that his/her name may be accurately recorded in the minutes of the meeting.
- Once completed, this card becomes a public document.

(Indianola City Council Rules of Procedure)

Meeting Date: 09/08/2020

Subject

Claims on the computer printout for September 8, 2020.

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	MONTHLY CLEANING - LIBRARY	08/03/2020	1,325.00	LIBRARY FUND
A 6FT GEEK LLC	JANITORIAL SUPPLIES	08/03/2020	28.00	LIBRARY FUND
A 6FT GEEK LLC	CITY HALL JANITORIAL	08/17/2020	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER CLEANING - AUGUST	08/17/2020	1,525.00	PARK & RECREATI
A 6FT GEEK LLC	CLEANING SUPPLIES	09/02/2020	587.00	GENERAL FUND
Total A 6FT GEEK LLC:			7,565.00	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	CALL RE: 501c3 BONDS	08/25/2020	65.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			65.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	ACTIVITY CENTER AIR CONDITIONER REPAI	08/13/2020	771.20	PARK & RECREATI
Total AIR-CON MECHANICAL CORP.:			771.20	
ALADTEC INC				
ALADTEC INC	SCHEDULING SOFTWARE	08/03/2020	1,100.00	FIRE FUND
Total ALADTEC INC:			1,100.00	
ALLEN, DAVID & BARBARA				
ALLEN, DAVID & BARBARA	RE-SEEDING - 2019 DRAINAGE IMPROVEME	08/17/2020	2,000.00	STORMWATER UTI
Total ALLEN, DAVID & BARBARA:			2,000.00	
ALLSUP, PAT				
ALLSUP, PAT	CELL PHONE - AUGUST	08/17/2020	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	07/25/2020	35.99	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	07/25/2020	75.06	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	ENVELOPES & ELECTRIC EQUIPMENT CLEA	08/10/2020	29.16	PARK & RECREATI
AMAZON CAPITAL SERVICES	COUNCIL/BOARD TABLETS X2	08/19/2020	506.82	GENERAL FUND
AMAZON CAPITAL SERVICES	WATER: SURFACE RUGGED CASE X4	08/11/2020	259.60	VEHICLE RESERV
AMAZON CAPITAL SERVICES	WHITE KEY TAGS	08/21/2020	32.52	PARK & RECREATI
AMAZON CAPITAL SERVICES	WATER: SURFACE TABLET HOLDER X2	08/19/2020	170.98	VEHICLE RESERV
Total AMAZON CAPITAL SERVICES:			1,110.13	
AMERICAN BUSINESS PHONES				
AMERICAN BUSINESS PHONES	MAINTENANCE/SUPPORT - JULY	06/10/2020	268.31	GENERAL FUND
Total AMERICAN BUSINESS PHONES:			268.31	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	SOFTBALL CONCESSIONS: PICKARD	08/28/2020	369.20	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			369.20	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	4.51	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	21.94	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	29.94	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	10.98	HEALTH INSURAN
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	382.00	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	139.63	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	10.90	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	61.75	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	29.49	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	9.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	28.98	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	19.00	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	50.92	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION	08/24/2020	41.90	SEWER FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			851.90	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAINM	DVD	07/07/2020	14.49	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVD	07/10/2020	7.24	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			21.73	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	07/07/2020	207.59	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL FUND	07/07/2020	50.31	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS - PROGRAMS	07/07/2020	9.50	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/09/2020	436.37	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/14/2020	174.78	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/23/2020	312.84	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL FUND	07/23/2020	33.60	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/24/2020	241.51	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL FUND	07/24/2020	124.81	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/28/2020	341.90	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - PROGRAMS	07/28/2020	9.50	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/30/2020	289.37	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - MEMORIAL FUND	07/30/2020	31.35	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	08/06/2020	231.08	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - PROGRAMS	08/06/2020	4.19	LIBRARY FUND
BAKER AND TAYLOR	BOOKS - PROGRAMS	07/17/2020	10.70	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/17/2020	477.57	LIBRARY FUND
BAKER AND TAYLOR	GRID SERVICE	08/03/2020	350.00	LIBRARY FUND
Total BAKER AND TAYLOR:			3,336.97	
BAKER AND TAYLOR SPOKEN WORD				
BAKER AND TAYLOR SPOKEN	BOOK ON CD	06/30/2020	20.48	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD	07/01/2020	72.44	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD - MEMORIAL FUND	07/01/2020	51.98	LIBRARY SPECIAL
BAKER AND TAYLOR SPOKEN	BOOK ON CD	07/07/2020	51.97	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD - MEMORIAL FUND	07/07/2020	20.49	LIBRARY SPECIAL
BAKER AND TAYLOR SPOKEN	BOOK ON CD	07/25/2020	49.21	LIBRARY FUND
Total BAKER AND TAYLOR SPOKEN WORD:			266.57	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	NAME PLATE & HOLDER-COURTNEY SILLIM	07/30/2020	20.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	COUNCIL PLATES FOR PHOTO FRAME	08/22/2020	52.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	NAME PLATE	08/24/2020	10.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BOB'S CUSTOM TROPHIES:			83.00	
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	BARRIDADES FOR STREET REPAIR ON HILL	06/26/2020	181.70	ROAD USE TAX FU
Total BONNIE'S BARRICADES:			181.70	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	4TH QTR FY20 - 28E AGREEMENT	09/01/2020	9,656.90	GENERAL FUND
Total BRAVO GREATER DES MOINES:			9,656.90	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL SERVICES - ABATEMENT ISSUES	08/25/2020	776.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES - AUGUST 2020	08/25/2020	1,775.00	GENERAL FUND
BRICK GENTRY P.C.	CMS SETTLEMENT	08/25/2020	195.00	AMBULANCE FUN
BRICK GENTRY P.C.	LEGAL SERVICES - AUGUST 2020	08/25/2020	4,350.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL FEES - POLICE DEPT	08/25/2020	45.00	POLICE FUND
BRICK GENTRY P.C.	PROSECUTIONS - AUGUST 2020	08/25/2020	450.00	GENERAL FUND
BRICK GENTRY P.C.	UNION NEGOTIATIONS	08/25/2020	660.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES - WASTEWATER MATTER	08/25/2020	75.00	SEWER FUND
Total BRICK GENTRY P.C.:			8,326.00	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	DITCH REPAIR ON K STREET	07/22/2020	207.86	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			207.86	
BUHROW, LUKE				
BUHROW, LUKE	CELL PHONE 6/9/2020 - 7/8/2020	08/11/2020	50.00	POLICE FUND
Total BUHROW, LUKE:			50.00	
BUTTON, DAVID				
BUTTON, DAVID	ATHLETIC CENTER REIMBURSEMENT	08/14/2020	30.00	POLICE FUND
Total BUTTON, DAVID:			30.00	
CENGAGE LEARNING				
CENGAGE LEARNING	BOOKS	07/20/2020	24.79	LIBRARY FUND
Total CENGAGE LEARNING:			24.79	
CINTAS CORPORATION				
CINTAS CORPORATION	PPE GLOVES	08/06/2020	138.90	ROAD USE TAX FU
CINTAS CORPORATION	FIRST AID SUPPLIES	08/13/2020	20.76	ROAD USE TAX FU
CINTAS CORPORATION	FIRST AID KIT SUPPLIES	08/27/2020	12.29	PARK & RECREATI
CINTAS CORPORATION	SHIELD ALCOHOL WIPES	08/27/2020	39.75	PARK & RECREATI
Total CINTAS CORPORATION:			211.70	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	SIDEWALK SUPPLIES	07/15/2020	21.20	ROAD USE TAX FU
CIRCLE B CASHWAY	SIDEWALK REPAIR	08/12/2020	36.55	ROAD USE TAX FU
CIRCLE B CASHWAY	OFFICE SUPPLIES	09/01/2020	1.56	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CIRCLE B CASHWAY:			59.31	
CIVIC SYSTEMS LLC				
CIVIC SYSTEMS LLC	2020 CIVIC SYMPOSIUM	08/19/2020	75.00	GENERAL FUND
CIVIC SYSTEMS LLC	CIVIC SYSTEM TRAINING	08/20/2020	15.00	PARK & RECREATI
CIVIC SYSTEMS LLC	2020 CIVIC SYMPOSIUM - RYAN WALLER	08/20/2020	15.00	GENERAL FUND
CIVIC SYSTEMS LLC	2020 CIVIC SYMPOSIUM - COURTNEY	08/24/2020	40.00	GENERAL FUND
CIVIC SYSTEMS LLC	2020 CIVIC SYMPOSIUM - POLICE	08/24/2020	20.00	POLICE FUND
CIVIC SYSTEMS LLC	MIVIEW & BUDGET TRAINING - RICK GRAVE	08/24/2020	15.00	SEWER FUND
CIVIC SYSTEMS LLC	2020 CIVIC SYMPOSIUM - KRISSA	08/25/2020	15.00	GENERAL FUND
CIVIC SYSTEMS LLC	2020 CIVIC SYMPOSIUM - MICHELE PATRICK	08/27/2020	15.00	LIBRARY FUND
CIVIC SYSTEMS LLC	ASSET MANAGEMENT SEMI-ANNUAL SUPP	07/20/2020	330.00	GENERAL FUND
CIVIC SYSTEMS LLC	ALEX REGISTRATION	08/20/2020	25.00	GENERAL FUND
CIVIC SYSTEMS LLC	MYLISA REGISTRATION	08/20/2020	10.00	GENERAL FUND
Total CIVIC SYSTEMS LLC:			575.00	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CHAIN SPROCKET COVER & CHAIN SHARP	08/11/2020	112.09	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	HEDGE TRIMMERS SHARPENED	08/13/2020	70.00	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	AUTO CUT HEAD FOR STIHL TRIMMER	08/31/2020	21.94	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			204.03	
CR SERVICES				
CR SERVICES	SHOP SUPPLIES	08/10/2020	52.93	ROAD USE TAX FU
CR SERVICES	PERSONAL PROTECTIVE EQUIPMENT-SAFE	08/10/2020	61.20	ROAD USE TAX FU
CR SERVICES	CAN LINERS	08/10/2020	53.55	PARK & RECREATI
CR SERVICES	TOILET PAPER	08/10/2020	145.20	PARK & RECREATI
CR SERVICES	CAN LINERS & FOAMING SOAP	08/24/2020	118.92	PARK & RECREATI
Total CR SERVICES:			431.80	
CRAIG'S AUTOMOTIVE				
CRAIG'S AUTOMOTIVE	SUV #181 REPAIR	08/12/2020	273.40	POLICE FUND
CRAIG'S AUTOMOTIVE	2012 ADVENGER SERVICE	07/23/2020	287.15	POLICE FUND
CRAIG'S AUTOMOTIVE	SUVs SERVICE	08/10/2020	260.00	POLICE FUND
CRAIG'S AUTOMOTIVE	SUV #172 REPAIRS	08/11/2020	537.50	POLICE FUND
CRAIG'S AUTOMOTIVE	SUV #182 REPAIRS	08/12/2020	740.00	POLICE FUND
CRAIG'S AUTOMOTIVE	SUV #182 REPAIRS	08/12/2020	537.50	POLICE FUND
Total CRAIG'S AUTOMOTIVE:			2,635.55	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED FALL SB	08/27/2020	84.00	PARK & RECREATI
CRAWFORD, RICHARD L.	FALL COED SB	08/24/2020	84.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			168.00	
D & K PRODUCTS				
D & K PRODUCTS	WHITE FIELD MARKING PAINT	08/06/2020	96.00	PARK & RECREATI
D & K PRODUCTS	WHITE FIELD MARKING PAINT	08/06/2020	576.00	PARK & RECREATI
Total D & K PRODUCTS:			672.00	
D.A. DAVIDSON & CO.				
D.A. DAVIDSON & CO.	EMMA FILING	03/25/2020	500.00	DEBT SERVICE FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total D.A. DAVIDSON & CO.:			500.00	
DARLAND, JENNY				
DARLAND, JENNY	PATIENT OVERPAID RESPONSIBLTY	01/18/2020	109.05	AMBULANCE FUN
Total DARLAND, JENNY:			109.05	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	CC MINUTES/CLAIMS 0624	07/31/2020	184.54	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1637	07/31/2020	29.73	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1638	07/31/2020	44.86	GENERAL FUND
DES MOINES REGISTER MEDIA	NOTICE OF HEARING - UV ACQUISITION	07/31/2020	55.11	GENERAL FUND
DES MOINES REGISTER MEDIA	NOTICE OF HEARING - 108 N JEFFERSON SI	07/31/2020	38.19	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MINUTES/CLAIMS 0706	07/31/2020	250.92	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			603.35	
DLH GRAFX				
DLH GRAFX	FLAG FOOTBALL SHIRTS	08/31/2020	801.30	PARK & RECREATI
Total DLH GRAFX:			801.30	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	2013 FORD TIRE REPAIR	09/12/2019	23.01	POLICE FUND
DOWNEY TIRE PROS	2018 FORD ESCAPE TIRE REPAIR	01/13/2020	23.45	POLICE FUND
DOWNEY TIRE PROS	EQUIPMENT REPAIR	01/22/2020	116.88	ROAD USE TAX FU
DOWNEY TIRE PROS	2019 FORD EDGE TIRE REPAIR	01/30/2020	20.94	POLICE FUND
DOWNEY TIRE PROS	2016 FORD EXPLORER TIRE REPAIR	02/28/2020	23.45	POLICE FUND
DOWNEY TIRE PROS	2019 FORD EDGE TIRE REPAIR	03/09/2020	23.45	POLICE FUND
DOWNEY TIRE PROS	2019 FORD EDGE TIRE REPAIR	06/08/2020	19.71	POLICE FUND
DOWNEY TIRE PROS	330 - REPAIR	08/03/2020	275.00	FIRE FUND
DOWNEY TIRE PROS	REPAIR STREET SWEEPER	08/04/2020	95.89	ROAD USE TAX FU
DOWNEY TIRE PROS	2 CARLISLE MULTI-TRAC TIRES FOR KUBOT	08/12/2020	152.93	PARK & RECREATI
Total DOWNEY TIRE PROS:			774.71	
EMPLOYEE & FAMILY RESOURCES				
EMPLOYEE & FAMILY RESOUR	EFR ANNUALPAYMENT SHORTAGE - AMBUL	07/08/2020	15.30	AMBULANCE FUN
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - POLIC	07/08/2020	18.00	POLICE FUND
EMPLOYEE & FAMILY RESOUR	EFR ANNUAL PAYMENT SHORTAGE - FIRE	07/08/2020	2.70	FIRE FUND
Total EMPLOYEE & FAMILY RESOURCES:			36.00	
FIRE SERVICE TRAINING BUREAU				
FIRE SERVICE TRAINING BURE	NFA - LEADERSHIP COURSE	08/26/2020	75.00	FIRE FUND
Total FIRE SERVICE TRAINING BUREAU:			75.00	
FIRSTNET				
FIRSTNET	PHONES - FD	07/19/2020	218.20	AMBULANCE FUN
Total FIRSTNET:			218.20	
GALLS LLC				
GALLS LLC	UNIFORMS	07/20/2020	94.98	POLICE FUND
GALLS LLC	UNIFORMS	08/12/2020	75.97	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total GALLS LLC:			170.95	
GEDLER, GINA				
GEDLER, GINA	SEPT 11TH PERFORMANCE	08/12/2020	125.00	PARK & RECREATI
Total GEDLER, GINA:			125.00	
GEIGER, GLEN				
GEIGER, GLEN	SEPT 25TH PERFORMANCE	09/01/2020	175.00	PARK & RECREATI
Total GEIGER, GLEN:			175.00	
GRAFFITI SOLUTIONS INC				
GRAFFITI SOLUTIONS INC	ELEPHANT SNOT GRAFFITI REMOVER	08/31/2020	422.00	PARK & RECREATI
Total GRAFFITI SOLUTIONS INC:			422.00	
GRAINGER INC				
GRAINGER INC	TIMER MODULE FOR BLOWER	08/28/2020	118.33	SEWER FUND
Total GRAINGER INC:			118.33	
HAGEN, BEN				
HAGEN, BEN	SEPT 11TH PERFORMANCE	08/12/2020	125.00	PARK & RECREATI
Total HAGEN, BEN:			125.00	
HANIFEN CO INC				
HANIFEN CO INC	TRAINING TOW SCHOOL BUS	08/05/2020	360.00	FIRE FUND
Total HANIFEN CO INC:			360.00	
HART, NORMAN				
HART, NORMAN	ATHLETIC CENTER REIMBURSEMENT	08/18/2020	75.00	SEWER FUND
Total HART, NORMAN:			75.00	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE 7/6/2020 - 8/25/2020	08/07/2020	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HEFFRON SERVICES				
HEFFRON SERVICES	DUST CONTROL	06/03/2020	166.50	ROAD USE TAX FU
Total HEFFRON SERVICES:			166.50	
HR GREEN INC				
HR GREEN INC	WWTP TRUNK LINE ENGINEERING	09/02/2020	25,200.00	WWTP FACILITY C
HR GREEN INC	ON CALL SERVICES	09/02/2020	5,956.00	SEWER CAPITAL P
HR GREEN INC	WRRF CONSTRUCTION ENG	08/19/2020	268,700.12	WWTP FACILITY C
Total HR GREEN INC:			299,856.12	
IMU - UTILITIES				
IMU - UTILITIES	UTILITIES	08/01/2020	70.76	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2020	485.14	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMU - UTILITIES	UTILITIES	08/01/2020	46.99	FIRE FUND
IMU - UTILITIES	UTILITIES	08/01/2020	41.41	PARK & RECREATI
IMU - UTILITIES	UTILITIES - STREEET SHOP	08/01/2020	913.21	ROAD USE TAX FU
IMU - UTILITIES	410 N JEFFERSON WAY ELECTRIC	08/01/2020	34.96	FIRE FUND
IMU - UTILITIES	UTILITIES	08/01/2020	30.75	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2020	237.76	PARK & RECREATI
IMU - UTILITIES	UTILITIES - ADULT SOFTBALL	08/01/2020	924.12	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2020	30.11	PARK & RECREATI
IMU - UTILITIES	NORTH PLANT ELECTRIC, WATER SEWER	08/01/2020	9,492.64	SEWER FUND
IMU - UTILITIES	LIFT STATIONS ELECTRIC	08/01/2020	6,911.20	SEWER FUND
IMU - UTILITIES	UTILITIES	08/01/2020	639.63	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2020	22.26	PARK & RECREATI
IMU - UTILITIES	VMAC UTILITIES	08/01/2020	692.51	POOL (MEMORIAL)
IMU - UTILITIES	UTILITIES	08/01/2020	114.93	PARK & RECREATI
IMU - UTILITIES	ACTIVITY CENTER UTILITIES	08/01/2020	720.96	PARK & RECREATI
IMU - UTILITIES	UTILITIES	08/01/2020	29.20	PARK & RECREATI
IMU - UTILITIES	PHONE	08/01/2020	738.33	GENERAL FUND
IMU - UTILITIES	INTERNET	08/01/2020	142.00	GENERAL FUND
IMU - UTILITIES	UTILITIES	08/01/2020	55.82	PARK & RECREATI
Total IMU - UTILITIES:			22,374.69	
INDIANOLA COMMUNITY YOUTH FDN				
INDIANOLA COMMUNITY YOUT	3 OF 4 PAYMENTS - HELPING HAND	08/10/2020	7,500.00	GENERAL FUND
Total INDIANOLA COMMUNITY YOUTH FDN:			7,500.00	
INDIANOLA DOLLARS FOR SCHOLARS				
INDIANOLA DOLLARS FOR SCH	FY21 CONTRIBUTION	08/11/2020	250.00	GENERAL FUND
Total INDIANOLA DOLLARS FOR SCHOLARS:			250.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	PROFESSIONAL SERVICES US 11%	09/01/2020	5,000.00	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	PROFESSIONAL SERVICES US 2%	09/01/2020	710.50	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	PROFESSIONAL SERVICES US 2%	09/01/2020	710.75	RECYCLING FUND
Total INDIANOLA MUNICIPAL UTILITIES:			6,421.25	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPER CUT & CONN	08/20/2020	3,260.60	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,260.60	
IOWA DIV OF LABOR SERVICES				
IOWA DIV OF LABOR SERVICES	BOILER INSPECTION	07/28/2020	40.00	LIBRARY FUND
Total IOWA DIV OF LABOR SERVICES:			40.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	08/19/2020	617.40	SEWER FUND
Total IOWA ONE CALL:			617.40	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	TRAFFIC SIGNS	07/14/2020	238.00	ROAD USE TAX FU
IOWA PRISON INDUSTRIES	DOG PARK SIGN	08/21/2020	29.35	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA PRISON INDUSTRIES:			267.35	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	EMERGENCY SIGNAL REPAIR @ HWY 65 &	07/22/2020	150.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			150.00	
IOWA TITLE COMPANY				
IOWA TITLE COMPANY	IOWA AVE TITLE OPINION	08/12/2020	1,500.00	STREET CAPITAL
Total IOWA TITLE COMPANY:			1,500.00	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	MISC SUPPLIES - KEYS	06/08/2020	208.00	POLICE FUND
JESS' LOCK AND KEY	CAM LOCK & SERVICE CALL	08/10/2020	59.50	POOL (MEMORIAL)
Total JESS' LOCK AND KEY:			267.50	
JETSURGE				
JETSURGE	FLOOR DRAIN CLEAN OUT	08/11/2020	255.00	GENERAL FUND
Total JETSURGE:			255.00	
KARL CHEVROLET				
KARL CHEVROLET	VEHICLE INSTALL	08/18/2020	7,715.28	POLICE FUND
Total KARL CHEVROLET:			7,715.28	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	08/18/2020	1,301.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,301.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - SEPT 2020	09/01/2020	2,912.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,912.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	WASP KILLER, SLEET DEICER, GRINDING W	08/05/2020	64.82	PARK & RECREATI
LAWSON PRODUCTS	AERO SNOW PLOW SLUFF	08/11/2020	17.07	PARK & RECREATI
Total LAWSON PRODUCTS:			81.89	
LENT, ANDREW				
LENT, ANDREW	ATHLETIC CENTER REIMBURSEMENT	08/08/2020	25.00	GENERAL FUND
Total LENT, ANDREW:			25.00	
LUNDE, SEAN				
LUNDE, SEAN	CDL-B LICENSE	08/28/2020	10.00	FIRE FUND
Total LUNDE, SEAN:			10.00	
MARTIN BROS.				
MARTIN BROS.	PICKARD CONSESSION FOOD	08/20/2020	951.24	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MARTIN BROS.:			951.24	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	OXYGEN	07/31/2020	119.36	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			119.36	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SHOP SUPPLIES	07/16/2020	4.94	ROAD USE TAX FU
MCCOY HARDWARE INC	SHOP SUPPLIES	07/16/2020	14.82	ROAD USE TAX FU
MCCOY HARDWARE INC	SHOP SUPPLIES	07/23/2020	19.76	ROAD USE TAX FU
MCCOY HARDWARE INC	WIRE CONNECTORS, GFI EXTENSION COR	08/11/2020	40.03	POOL (MEMORIAL)
MCCOY HARDWARE INC	HAMMER DRILL BIT	08/12/2020	4.31	PARK & RECREATI
MCCOY HARDWARE INC	STAIN FOR COUNCIL CHAIRS	08/14/2020	5.18	GENERAL FUND
MCCOY HARDWARE INC	HOSE PARTS / SPRAY	08/17/2020	22.47	PARK & RECREATI
MCCOY HARDWARE INC	LAVATORY DRAIN PLUG	08/19/2020	10.79	PARK & RECREATI
MCCOY HARDWARE INC	BLEACH	08/24/2020	11.68	PARK & RECREATI
MCCOY HARDWARE INC	SAND MIX	08/24/2020	6.83	SEWER FUND
MCCOY HARDWARE INC	EXHAUST FAN FOR McVAY TRAILHEAD RES	08/25/2020	16.55	PARK & RECREATI
MCCOY HARDWARE INC	PLUG FOR JETTER TANK	08/27/2020	4.94	SEWER FUND
MCCOY HARDWARE INC	HAMMERS - PICKARD SB COMPLEX	08/31/2020	41.38	PARK & RECREATI
MCCOY HARDWARE INC	SIDEWALK SUPPLIES	07/16/2020	7.63	ROAD USE TAX FU
MCCOY HARDWARE INC	SHOP SUPPLIES	07/16/2020	15.29	ROAD USE TAX FU
Total MCCOY HARDWARE INC:			226.60	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED FALL SB	08/27/2020	84.00	PARK & RECREATI
MCINTYRE, CRAIG	COED FALL SB	08/24/2020	84.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			168.00	
MEDPRO DISPOSAL LLC				
MEDPRO DISPOSAL LLC	MEDICAL WASTE PICK UP	08/01/2020	137.81	AMBULANCE FUN
Total MEDPRO DISPOSAL LLC:			137.81	
MEDTRAK SERVICES				
MEDTRAK SERVICES	411 RX	08/15/2020	41.39	POLICE FUND
Total MEDTRAK SERVICES:			41.39	
MENARDS				
MENARDS	PPE MASK - COVID 19	07/17/2020	67.38	ROAD USE TAX FU
MENARDS	PUMP START RELAY	08/11/2020	39.99	POOL (MEMORIAL)
Total MENARDS:			107.37	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	UTILITIES GAS USAGE	07/20/2020	36.46	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	NATURAL GAS - LIBRARY	07/20/2020	13.49	LIBRARY FUND
MID AMERICAN ENERGY CO.	ST LIGHTING	08/12/2020	128.68	GENERAL FUND
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	08/14/2020	13.16	GENERAL FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	08/17/2020	64.45	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	08/17/2020	33.63	SEWER FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	08/20/2020	61.25	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES	08/20/2020	14.04	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MID AMERICAN ENERGY CO.	UTILITIES	08/20/2020	12.76	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	08/20/2020	18.82	PARK & RECREATI
MID AMERICAN ENERGY CO.	HEAT - BUILDING	08/20/2020	15.31	POLICE FUND
MID AMERICAN ENERGY CO.	74080-22010 FUEL HEAT	08/20/2020	77.47	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			489.52	
MIDWEST BEARING & SUPPLY LLC				
MIDWEST BEARING & SUPPLY	BEARINGS FOR DIGESTER PUMP	08/13/2020	407.32	SEWER FUND
Total MIDWEST BEARING & SUPPLY LLC:			407.32	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	PICKARD LIGHTS REPAIR	08/28/2020	915.51	PARK & RECREATI
Total MILLER ELECTRIC SERVICES:			915.51	
MINKS III, DONALD & KENDRA				
MINKS III, DONALD & KENDRA	2019 DRAINAGE PROJECT SEEDING	08/20/2020	2,100.00	STORMWATER UTI
Total MINKS III, DONALD & KENDRA:			2,100.00	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	49.62	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	45.97	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	.93	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	83.88	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	1.98	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	257.25	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	5.02	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	941.92	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	509.60	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	9.65	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	200.30	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	2.86	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	128.78	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	1.55	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	160.45	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	2.96	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	194.96	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	14.57	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	89.93	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	1.70	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	166.75	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	1.80	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	1,249.85	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	1.92	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/24/2020	147.73	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD - ADJ	08/24/2020	1.03	PARK & RECREATI
Total MUTUAL OF OMAHA:			4,272.96	
MYERS, ROBERT				
MYERS, ROBERT	COED FALL SB	08/27/2020	84.00	PARK & RECREATI
MYERS, ROBERT	FALL COED SB	08/24/2020	84.00	PARK & RECREATI
Total MYERS, ROBERT:			168.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
NAPA AUTO PARTS				
NAPA AUTO PARTS	SHOP SUPPLIES	07/15/2020	13.99	ROAD USE TAX FU
NAPA AUTO PARTS	JACK & BULBS	08/13/2020	67.97	SEWER FUND
Total NAPA AUTO PARTS:			81.96	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	STREET REPAIR	07/07/2020	1,155.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CURB REPAIR	07/13/2020	774.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CURB REPAIR	07/14/2020	495.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CURB REPAIR	07/16/2020	264.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CURB & SIDEWALK REPAIR	07/17/2020	451.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	CURB & SIDEWALK REPAIR	07/21/2020	491.25	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORM SEWER REPAIR	07/23/2020	495.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORM SEWER REPAIR	07/28/2020	1,483.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	STREET REPAIR	07/29/2020	680.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	STREET REPAIR	07/30/2020	712.50	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			7,001.75	
O'KEEFE ELEVATOR CO.				
O'KEEFE ELEVATOR CO.	MAINTENANCE	09/01/2020	318.30	GENERAL FUND
Total O'KEEFE ELEVATOR CO.:			318.30	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	EQUIPMENT REPAIR #28	07/15/2020	34.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	PPE - GLOVES - COVID 19	07/15/2020	74.72	ROAD USE TAX FU
O'REILLY AUTO PARTS	EQUIPMENT REPAIR - OIL FILTER	07/22/2020	36.09	ROAD USE TAX FU
O'REILLY AUTO PARTS	BELT FOR DIGESTER PUMP	08/06/2020	182.63	SEWER FUND
O'REILLY AUTO PARTS	WIPER BLADES - DODGE CARAVAN	08/21/2020	25.06	PARK & RECREATI
Total O'REILLY AUTO PARTS:			353.49	
PARKER SIGNS & GRAPHICS				
PARKER SIGNS & GRAPHICS	PAVEMENT MARKING	07/21/2020	178.26	ROAD USE TAX FU
Total PARKER SIGNS & GRAPHICS:			178.26	
PELLA PRINTING				
PELLA PRINTING	PRINTING TIME OFF FORM	08/07/2020	171.90	POLICE FUND
PELLA PRINTING	TIME OFF REQUEST FORM - POLICE	08/20/2020	125.00	POLICE FUND
PELLA PRINTING	POLICE 2 PART PARKING TICKETS & FREIG	08/20/2020	352.96	POLICE FUND
Total PELLA PRINTING:			649.86	
PERFECTION PEST MANAGEMENT				
PERFECTION PEST MANAGEM	RODENT AND PEST CONTROL AT STREETS	07/31/2020	133.75	ROAD USE TAX FU
Total PERFECTION PEST MANAGEMENT:			133.75	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	CARDIAC MONITOR LEASE	08/08/2020	1,348.11	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,348.11	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	EXTERIOR PLANTER	07/13/2020	248.00	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PIERCE BROTHERS REPAIR	STRAIGHTEN & WELD DRAG	08/26/2020	148.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			396.00	
PINE VALLEY INSPECTIONS/CONSULTING LLC				
PINE VALLEY INSPECTIONS/CO	PLAN REVIEWS	08/23/2020	525.00	GENERAL FUND
Total PINE VALLEY INSPECTIONS/CONSULTING LLC:			525.00	
PROSCREENING LLC				
PROSCREENING LLC	SCREENING - SILLIMAN	08/15/2020	45.00	GENERAL FUND
Total PROSCREENING LLC:			45.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	BACKGROUND CHECKS - FLAG FOOTBALL	08/31/2020	71.20	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			71.20	
PULSE TECHNOLOGY PARTNERS LLC				
PULSE TECHNOLOGY PARTNE	REPAIR EQUIPMENT	08/10/2020	136.00	POLICE FUND
PULSE TECHNOLOGY PARTNE	REPAIR EQUIPMENT	08/21/2020	148.15	POLICE FUND
Total PULSE TECHNOLOGY PARTNERS LLC:			284.15	
PURCHASE POWER				
PURCHASE POWER	FEES	08/10/2020	7.00	GENERAL FUND
Total PURCHASE POWER:			7.00	
REAMS SPRINKLER SUPPLY				
REAMS SPRINKLER SUPPLY	RAIN BIRD CONTROLLER, 3 & 6 STATION M	08/19/2020	312.19	POOL (MEMORIAL)
Total REAMS SPRINKLER SUPPLY:			312.19	
SAFE BUILDING COMPLIANCE & TECHNOLOGY				
SAFE BUILDING COMPLIANCE	INSPECTIONS	08/31/2020	1,295.00	GENERAL FUND
Total SAFE BUILDING COMPLIANCE & TECHNOLOGY:			1,295.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	RESPIRATOR - ADV420 SM	08/31/2020	46.50	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			46.50	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 7/23/20 - 8/22/2020	08/22/2020	50.00	POLICE FUND
SHER, BRIAN	CELL PHOHE 6/23/20 - 7/22/20	08/03/2020	50.00	POLICE FUND
Total SHER, BRIAN:			100.00	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES	09/01/2020	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SITEONE LANDSCAPE SUPPLY LLC				
SITEONE LANDSCAPE SUPPLY	RAIN BIRD FALCON SPRINKLER HEAD	08/19/2020	582.01	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SITEONE LANDSCAPE SUPPLY	RETURN HUNTER PHC 2400 CONTROLLER	08/19/2020	389.24	POOL (MEMORIAL)
Total SITEONE LANDSCAPE SUPPLY LLC:			192.77	
SPLASHTACULAR				
SPLASHTACULAR	WATERSLIDE TOWER - ENGINEER INSPECTI	08/19/2020	1,800.00	POOL (MEMORIAL)
Total SPLASHTACULAR:			1,800.00	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	ACTIVITY CENTER PEST CONTROL	08/05/2020	61.00	PARK & RECREATI
Total SPRINGER PROFESSIONAL HOME SERVICES:			61.00	
STATE LIBRARY OF IOWA				
STATE LIBRARY OF IOWA	EBOOK PLATFORM	08/06/2020	62.00	LIBRARY FUND
Total STATE LIBRARY OF IOWA:			62.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH IN ALLEYS - ABATEMENT	07/28/2020	44.00	GENERAL FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL - LIBRARY	07/24/2020	97.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			141.00	
THEISEN'S				
THEISEN'S	CONCRETE MIX, FAST SETTING	08/24/2020	7.99	SEWER FUND
Total THEISEN'S:			7.99	
THOMAS, THOMAS J				
THOMAS, THOMAS J	PATIENT OVERPAID RESPONSIBILITY	03/05/2020	113.02	AMBULANCE FUN
Total THOMAS, THOMAS J:			113.02	
TOYNE INC				
TOYNE INC	KUSSMAUL/AUTO PUMP #335	07/28/2020	614.99	FIRE FUND
Total TOYNE INC:			614.99	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	08/01/2020	100.30	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.30	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE - FIRE DEPT	08/12/2020	128.91	AMBULANCE FUN
U.S. CELLULAR	CELL PHONES - 3 STREET	08/12/2020	90.08	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE - PARK	08/12/2020	28.32	PARK & RECREATI
U.S. CELLULAR	CELL PHONES - 2 SEWER	08/12/2020	87.45	SEWER FUND
Total U.S. CELLULAR:			334.76	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTIONS	07/01/2020	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	QM3 LIFT STATION PAY #5	08/31/2020	169,170.45	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			169,170.45	
VERIZON WIRELESS				
VERIZON WIRELESS	FD247 WIRELESS	06/26/2020	40.01	AMBULANCE FUN
VERIZON WIRELESS	WPC WIRELESS	06/26/2020	40.01	SEWER FUND
VERIZON WIRELESS	EQUAL SPLIT OF CREDIT	06/26/2020	7.71-	AMBULANCE FUN
VERIZON WIRELESS	EQUAL SPLIT OF CREDIT	06/26/2020	7.71-	SEWER FUND
VERIZON WIRELESS	COM DEV PHONE	06/26/2020	42.54	GENERAL FUND
VERIZON WIRELESS	FD247 WIRELESS	06/26/2020	40.01	AMBULANCE FUN
VERIZON WIRELESS	WPC WIRELESS	06/26/2020	40.01	SEWER FUND
VERIZON WIRELESS	COM DEV PHONE	06/26/2020	43.17	GENERAL FUND
VERIZON WIRELESS	EQUAL SPLIT OF CREDIT	06/26/2020	7.72-	GENERAL FUND
VERIZON WIRELESS	DATA	08/15/2020	478.63	POLICE FUND
Total VERIZON WIRELESS:			701.24	
WARREN COUNTY OIL				
WARREN COUNTY OIL	SHOP SUPPLIES - OIL	07/22/2020	1,116.00	ROAD USE TAX FU
Total WARREN COUNTY OIL:			1,116.00	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	SERVE PAPERS - ANDREW BOTTORFF	08/19/2020	36.00	GENERAL FUND
WARREN COUNTY SHERIFF	PRISONER FEES JUNE 2020	08/03/2020	540.00	POLICE FUND
WARREN COUNTY SHERIFF	PRISONER FEES JULY 2020	08/03/2020	1,260.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			1,836.00	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	171.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES - 205 E BOSTON	09/01/2020	537.00	GENERAL FUND
WARREN COUNTY TREASURER	PROPERTY TAXES - 506 W 2ND	09/01/2020	89.00	CP--COMM RE-DE
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	2.00	CP--COMM RE-DE
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	31.00	CP--COMM RE-DE
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	1.00	GENERAL FUND
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	5.00	GENERAL FUND
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	346.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	254.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	380.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	117.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	31.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	489.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	497.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	477.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	294.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	323.00	SEWER CAPITAL P
WARREN COUNTY TREASURER	PROPERTY TAXES	09/01/2020	411.00	SEWER CAPITAL P
Total WARREN COUNTY TREASURER:			4,455.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	DUMPSTER SERVICES AT STREETS SHOP	07/29/2020	36.47	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING SERVICES	07/29/2020	6.83	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WASTE MANAGEMENT OF IOWA:			43.30	
WEEKS, SHARON				
WEEKS, SHARON	REFUND FOR PARK SHELTER	08/12/2020	20.00	PARK & RECREATI
Total WEEKS, SHARON:			20.00	
WEINMAN INSURANCE SERVICE				
WEINMAN INSURANCE SERVIC	CRIME BOND 2020-2021	08/14/2020	2,018.00	GENERAL FUND
Total WEINMAN INSURANCE SERVICE:			2,018.00	
WELLS FARGO CCER				
WELLS FARGO CCER	Adobe Acropro Subs408-536-6000, CA	07/27/2020	14.99	POLICE FUND
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/27/2020	14.79	AMBULANCE FUN
WELLS FARGO CCER	Amazon.Com Mv5eg9ss0Amzn.Com/Bill, WA	07/27/2020	9.49	LIBRARY FUND
WELLS FARGO CCER	Remington Arms Company800-2439700, NC	07/27/2020	475.00	POLICE FUND
WELLS FARGO CCER	Wal-Mart #1491Indianola, IA	07/27/2020	4.68	LIBRARY FUND
WELLS FARGO CCER	Vistapr Vistaprint.Com866-8936743, MA	07/16/2020	65.46	POLICE FUND
WELLS FARGO CCER	Government Finance OfficChicago, IL	07/05/2020	35.00	GENERAL FUND
WELLS FARGO CCER	Menards Clive IaClive, IA	07/19/2020	26.71	LIBRARY FUND
WELLS FARGO CCER	Demco Inc800-9624463, WI	06/29/2020	270.36	LIBRARY FUND
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/18/2020	291.96	AMBULANCE FUN
WELLS FARGO CCER	Dollar TreeDes Moines, IA	07/18/2020	54.57	LIBRARY SPECIAL
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/13/2020	244.00	AMBULANCE FUN
WELLS FARGO CCER	Mailchimp000-0000000, GA	07/13/2020	52.99	LIBRARY FUND
WELLS FARGO CCER	Amzn Mktp Us Mj14w66h2Amzn.Com/Bill, WA	07/13/2020	21.49	LIBRARY FUND
WELLS FARGO CCER	Wal-Mart #1491Indianola, IA	07/07/2020	64.84	FIRE FUND
WELLS FARGO CCER	B2b Prime Mj9ic9982Amzn.Com/Bill, WA	07/15/2020	179.00	LIBRARY FUND
WELLS FARGO CCER	Batteriesplusbulbs 0203Ankeny, IA	07/08/2020	24.95	SEWER FUND
WELLS FARGO CCER	Amzn Mktp Us Mj43a9s01Amzn.Com/Bill, WA	07/08/2020	16.94	LIBRARY FUND
WELLS FARGO CCER	Mood Pandora800-929-5407, TX	07/26/2020	26.95	GENERAL FUND
WELLS FARGO CCER	Caseys Gen Store 2097Indianola, IA	07/21/2020	29.94	LIBRARY FUND
WELLS FARGO CCER	Glock Professional Inc770-432-1202, GA	07/29/2020	250.00	POLICE FUND
WELLS FARGO CCER	Amzn Mktp Us Mj7bc9s52Amzn.Com/Bill, WA	07/14/2020	49.00	LIBRARY FUND
WELLS FARGO CCER	Displays2go401-247-0333, MA	07/28/2020	47.56	LIBRARY FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Indianola, IA	07/28/2020	18.58	SEWER FUND
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/28/2020	122.50	AMBULANCE FUN
WELLS FARGO CCER	Hy-Vee Indianola 1271Indianola, IA	07/15/2020	8.78	LIBRARY SPECIAL
WELLS FARGO CCER	Safetysign.Com800-2746271, NJ	07/15/2020	449.01	FIRE FUND
WELLS FARGO CCER	Jgs Old Furniture SystemDes Moines, IA	06/30/2020	825.00	POLICE FUND
WELLS FARGO CCER	Jgs Old Furniture SystemDes Moines, IA	06/30/2020	50.00	POLICE FUND
WELLS FARGO CCER	Alco Sales & Service630-6551900, IL	06/30/2020	419.34	AMBULANCE FUN
WELLS FARGO CCER	Adobe 800-833-6687Adobe.Ly/Enus, CA	06/30/2020	52.99	PARK & RECREATI
WELLS FARGO CCER	Northern Tool EquipmntDes Moines, IA	07/14/2020	59.99	FIRE FUND
WELLS FARGO CCER	Easycanvasprints.Com877-858-4586, TX	07/14/2020	119.72	PARK & RECREATI
WELLS FARGO CCER	Earl May 152Des Moines, IA	07/02/2020	32.08	LIBRARY SPECIAL
WELLS FARGO CCER	Usps Po 1843650625Indianola, IA	07/23/2020	200.00	PARK & RECREATI
WELLS FARGO CCER	Dewey FordAnkeny, IA	07/23/2020	2,009.62	AMBULANCE FUN
WELLS FARGO CCER	Wal-Mart #1491Indianola, IA	07/23/2020	7.54	LIBRARY FUND
WELLS FARGO CCER	Sq Jeff Tadsen ArtGosq.Com, IA	07/20/2020	150.00	PARK & RECREATI
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/20/2020	61.80	AMBULANCE FUN
WELLS FARGO CCER	Northern Tool EquipmntDes Moines, IA	07/10/2020	479.94	SEWER FUND
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/10/2020	147.90	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/10/2020	242.73	AMBULANCE FUN
WELLS FARGO CCER	Teleflex Llc866-2466990, NC	07/10/2020	562.50	AMBULANCE FUN
WELLS FARGO CCER	Amazon.Com Mj1cd3ul1Amzn.Com/Bill, WA	07/10/2020	7.69	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Wal-Mart #1491Indianola, IA	07/06/2020	34.32	LIBRARY FUND
WELLS FARGO CCER	Wm Supercenter #1491Indianola, IA	07/01/2020	88.00	FIRE FUND
WELLS FARGO CCER	Hy-Vee Indianola 12711Indianola, IA	07/24/2020	93.33	AMBULANCE FUN
WELLS FARGO CCER	Wm Supercenter #1491Indianola, IA	07/22/2020	24.97	FIRE FUND
WELLS FARGO CCER	Mercyone Clive00015776Clive, IA	07/17/2020	173.69	AMBULANCE FUN
WELLS FARGO CCER	Dewey FordAnkeny, IA	07/17/2020	5,018.10	AMBULANCE FUN
WELLS FARGO CCER	Easycanvasprints.Com877-858-4586, TX	07/17/2020	7.50	PARK & RECREATI
WELLS FARGO CCER	Fmcsa D&A Clearinghouse202-366-0928, DC	07/09/2020	62.50	GENERAL FUND
WELLS FARGO CCER	Fmcsa D&A Clearinghouse202-366-0928, DC	07/09/2020	1.25	GENERAL FUND
WELLS FARGO CCER	IntL Code Council Inc888-422-7233, IL	07/09/2020	135.00	GENERAL FUND
WELLS FARGO CCER	Vistapr Vistaprint.Com866-8936743, MA	07/01/2020	37.39	POLICE FUND
WELLS FARGO CCER	Napa Parts 0000514Indianola, IA	07/01/2020	24.99	AMBULANCE FUN
WELLS FARGO CCER	Napa Parts 0000514Indianola, IA	07/01/2020	25.94	AMBULANCE FUN
WELLS FARGO CCER	Isu Intrans515-294-0727, IA	07/16/2020	70.00	GENERAL FUND
WELLS FARGO CCER	Microsoft Answer DeskMsbill.Info, WA	07/16/2020	499.00	GENERAL FUND
WELLS FARGO CCER	Government Finance OfficChicago, IL	07/16/2020	35.00	GENERAL FUND
WELLS FARGO CCER	Amazon.Com Mv20i1ak1Amzn.Com/Bill, WA	07/16/2020	13.39	LIBRARY FUND
WELLS FARGO CCER	Broadcast Microwave858-842-4753, CA	07/09/2020	29.00	POLICE FUND
WELLS FARGO CCER	Bound Tree Medical Llc800-2827904, OH	07/09/2020	1,597.78	AMBULANCE FUN
Total WELLS FARGO CCER:			15,240.37	
WICKS, DEVAN				
WICKS, DEVAN	TUITION REIMBURSEMENT	08/26/2020	1,200.00	POLICE FUND
Total WICKS, DEVAN:			1,200.00	
WIEMANN CONSERVATORSHIP, DAVID				
WIEMANN CONSERVATORSHIP,	PATIENT OVERPAID RESPONSIBILITY	08/25/2018	116.82	AMBULANCE FUN
Total WIEMANN CONSERVATORSHIP, DAVID:			116.82	
WILLIAMS MACHINE SHOP INC				
WILLIAMS MACHINE SHOP INC	REPAIR PUMP SHAFT	08/18/2020	275.00	SEWER FUND
Total WILLIAMS MACHINE SHOP INC:			275.00	
WILSON, LISA				
WILSON, LISA	ATHLETIC CENTER REIMBURSEMENT	08/14/2020	15.00	GENERAL FUND
Total WILSON, LISA:			15.00	
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	PARKS MOW CONTRACT	08/25/2020	8,940.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	08/25/2020	660.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	LIBRARY MOW CONTRACT	08/25/2020	300.00	LIBRARY FUND
Total WOOSLEY LANDSCAPING & MOWING:			9,900.00	
WT. COX SUBSCRIPTIONS				
WT. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTION RENEWALS	07/13/2020	2,767.20	LIBRARY FUND
Total WT. COX SUBSCRIPTIONS:			2,767.20	
Grand Totals:			636,692.26	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
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City Council: _____

Meeting Date: 09/08/2020

Subject

August 17, 2020 Minutes.

Information

Fiscal Impact

Attachments

Minutes

Regular Session – August 17, 2020

The City Council met in regular session at 6:00 p.m. on August 17, 2020, in the City Hall Council Chambers. Mayor Pro Tem Southall called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Bob Kling, Gwen Schroder, Greta Southall, Greg Marchant. Absent: Mayor Kelly B. Shaw.

In Public Comment, Kathi Stanfield, 407 W Ashland, stated the Warren County Historical Society is still having their annual festival for one day only on Saturday, September 26.

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

- Approval of Agenda
- Claims on the computer printout for August 17, 2020.
- Resolution 2020-175 approving transfers for August 2020.
- August 3, 2020 Minutes.
- Resolution 2020-176 setting a Public Hearing for September 8, 2020, on Community Development Block Grant Funding for the Indianola Ultraviolet Disinfectant Device Acquisition Project.
- Resolution 2020-177 setting a Public Hearing for September 8, 2020, on Community Development Block Grant Funding for the Indianola Meals Project.
- A renewal Class C Liquor License and Sunday Sales Privileges for The Zoo, located at 102 West Ashland Avenue.
- A renewal Class E Liquor License for Fareway Stores, located at 1309 W 2nd Avenue.
- Resolution 2020-178 approving Change Order Number 3 for the Traffic Signal Timing Update Project.
- Approval of Pay Application No 1 for \$257,212.50 from Sternquist Construction for work on the Traffic Signal System Timing Updates Projects.
- Resolution 2020-179 approving the purchase of a Police vehicle.
- Resolution 2020-180 approving agreements for reseeding grass on properties impacted by the 2019 drainage improvement project.
- Third and final consideration of an Ordinance amending Subsection 3 of Section 100.12 of the Code of Ordinances of the City of Indianola, Iowa, by eliminating interest charges associated with connection fees in the Highway 92 West sewer connection fee district.
- Third and final consideration of an Ordinance amending Chapter 100 of the Code of Ordinances of the City of Indianola, Iowa by amending provisions pertaining to interest rates in certain connection fee districts.
- Second consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to repeal the three-hour parking regulations in and around the public Square and add language related to construction parking.
- Resolution 2020-181 authorizing the Public Works Director to approve road closures and approving a right-of-way permit fee.
- Resolution 2020-182 authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of nuisance abatement against property.

- Prior approval on Urban Revitalization Designations.
- Resolution 2020-183 approving a request for a Plat of Survey for Steven M and Jeri Le Henry, located within two miles of the City of Indianola.
- Resolution 2020-184 accepting right-of-way acquisition for the East Iowa Avenue Paving Project.
- Resolution 2020-185 accepting public improvements and four-year maintenance bonds for sanitary sewer, storm sewer, water and streets, accepting easements, accepting street lots, and approving the Final Plat for Prairie Glynn Plat 2.
- Receive and file the Environmental Scan Presentation.
- Resolution 2020-186 approving a letter of support to the Iowa Chapter of the American Planning Association for the nomination of the APA Daniel Burnham Award for a Comprehensive Plan for the Elevate Indianola Comprehensive Plan.
- Resolution 2020-187 approving salaries.

A motion was made by Kling and seconded by Parker to approve the nomination of Jo Reynolds to serve on the Hometown Pride Committee from July 1, 2020 – June 30, 2022. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Schroder moved to approve the nomination of Amy Mitchell to the Board of Adjustment/Appeals from July 1, 2020 – June 30, 2025. Council Member Parker seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker reported on the Greater Des Moines Partnership.

Council Member Kling gave the Metro Advisory report. He also mentioned the Log Cabin Days Festival will be held for one day this year in Indianola.

This being the time and place fixed for a public hearing on the matter of zoning regulations the Mayor Pro Tem called for any written or oral comments to the approval of an Ordinance amending Chapter 165 regarding preschools, schools, and churches. Charlie Dissell, Community and Economic Development Director provided history on the proposed changes. No other oral comments were offered, and the Deputy City Clerk reported that no written objections had been filed.

Kling moved and Schroder seconded to approve the first consideration of an ordinance amending Chapter 165 of the Code of Ordinances of the City of Indianola, Iowa, regarding preschools, schools and churches. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Mayor Pro Tem Southall opened the Public Hearing for various amendments, including zoning regulation amendments to Chapter 165, regarding fees. City Manager Ryan Waller stated this ordinance is removing the listed fees and placing them into the fee schedule. No other oral comments were offered, and the Deputy City Clerk reported that no written objections had been filed.

Parker moved and Kling seconded to approve the first consideration of an ordinance amending various sections of the Code of Ordinances of the City of Indianola, Iowa, regarding fees. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

A motion was made by Marchant and seconded by Kling to approve the first consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to animal control. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

The first consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to tobacco use was introduced on a motion by Parker and seconded by Kling. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Kling introduced the first consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to standard penalty. Council Member Marchant seconded the motion to adopt. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

City Manager Waller provided an update regarding Capital Improvement Program planning. He requested direction from Council on doing a sewer assessment on South K Street before the paving process begins, noting that Staff does not recommend this due to limited growth projected in the area. Council concurred with the recommendation.

Kling moved and Parker seconded to receive and file correspondence from July 31 and August 7, 2020, weekly updates provided by City Manager, Ryan Waller. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

The Closed Session listed on the agenda was not held.

Meeting adjourned at 6:20 pm on a motion by Marchant and seconded by Parker.

Greta Southall, Mayor Pro Tem

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution setting public hearing and letting dates for the East Iowa Avenue Paving Project.

Information

Fiscal Impact

Attachments

Bid Documents Approval Letter
Notices for East Iowa Paving Project
Resolution Setting Hearing



**United States Department of Commerce
Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, Colorado 80204**

September 1, 2020

In reply refer to:
Award No. 05-01-05944

Mr. Charles Dissell
City of Indianola
Director of Community & Economic Development
110 N 1st Street
Indianola, IA 50125

Dear Mr. Dissell:

The Economic Development Administration (EDA) has reviewed the proposed plans and specifications that you submitted for the construction of the East Iowa Avenue Paving Project in Indianola, Iowa. The documents are approved and you are authorized to advertise for bids.

EDA approval of the project plans and specifications is to assure compliance with the terms of the Financial Assistance Award, and does not imply nor attest to the accuracy or completeness of design, dimensions, details, proper selection of materials, or to compliance with required codes or ordinances.

Once the project has been bid, you will need to obtain approval of the proposed contract award. Please provide the completed Bid Opening Checklist from the Post-Approval Tool, along with the following:

1. A certification that the bids were received sealed and opened in public.
2. A copy of the official minutes of the bid opening.
3. A copy of the bid tabulation
4. A copy of the winning bid.
5. A copy of the A/E's recommendation of award.
6. Evidence of publication of the advertisement for bids.

If you have any questions, please contact me at (303) 844-4703.

Sincerely,

Veronica R. Jacobson

Veronica R. Jacobson, P.E.
Civil Engineer

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 6:00 P.M. on *October 19, 2020*, in said *Council Chambers, City Hall, 110 N 1st Street, Indianola, IA* for the *East Iowa Avenue Paving Project*.

Sealed bids for the work comprising each improvement as stated below must be filed before 2:00 P.M. according to the clock the office of the *City Clerk* on the 1st of *October*, in the office of the *City Clerk, 110 N 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 2:00 P.M. on *October 1, 2020*, in the *Council Chambers of City Hall* for consideration by the *City of Indianola Council* at a future regular or special meeting, set prior to *November 1, 2020*.

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 *Office of City Clerk at City Hall*. 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.

BUY AMERICAN: Consistent with Executive Order 13858, *Strengthening Buy-American Preferences for Infrastructure Projects*, the Bidder is encouraged to use, to the greatest extent practicable, iron and aluminum as well as steel, cement, and other manufactured products produced in the United States in every contract, subcontract, or purchase order.

No preference will be given to products, provisions or labor from the State of Iowa.

General Nature of the Public Improvement

The extent of work on this project includes all materials, equipment, transportation, and labor necessary to complete the improvements generally described as follows: Construction including grading, roadway paving, water main installation, street lighting, driveway construction, sidewalk and trail construction, storm sewer installation, sanitary sewer installation and surface restoration along East Iowa Ave from North 15th Street west approximately one quarter mile. The project includes approximately 5,390 SY of 8” PCC, 1,510 SY of shared use path and 1,720 SY of sidewalk, 670 LF of 15” – 30” RCP storm sewer, 1,200 LF of 12” PVC water main, 387 LF of 8” sanitary sewer, culvert removal, driveway construction, erosion control, and miscellaneous associated work, including cleanup.

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 no later than *September 30, 2021*, East Iowa Avenue must be substantially complete and open to vehicular traffic on or before July 27, 2021. Should the contractor fail to complete the work in this timeframe, liquidated damages of *\$1,000 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.

This Notice is given by authority of the *City of Indianola, Iowa*

*Andy Lent, City Clerk
City of Indianola*

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 6:00 P.M. on the 19th day of October, 2020, the *City Council* will, in the *Council Chambers, City Hall 110 N 1st Street, Indianola, Iowa*, hold a hearing whereat said *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

The extent of work on this project includes all materials, equipment, transportation, and labor necessary to complete the improvements generally described as follows: Construction including grading, roadway paving, water main installation, street lighting, driveway construction, sidewalk and trail construction, storm sewer installation, sanitary sewer installation and surface restoration along East Iowa Ave from North 15th Street west approximately one quarter mile. The project includes approximately 5,394 SY of 8" PCC, 1,510 SY of shared use path and 1,720 SY of sidewalk, 670 LF of 15" – 30" RCP storm sewer, 1,200 LF of 12" PVC water main, 387 LF of 8" sanitary sewer, culvert removal, driveway construction, erosion control, and miscellaneous associated work, including cleanup.

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 *Council Chambers, City Hall 110 N 1st Street, Indianola, Iowa*, 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, Iowa*

*Andy Lent, City Clerk
City of Indianola*

Published in the *Indianola Record Herold and Des Moines Register*

City of Indianola
RESOLUTION NO

**RESOLUTION SETTING PUBLIC HEARING AND LETTING DATES FOR THE EAST IOWA AVENUE
PAVING PROJECT**

WHEREAS, the City Council of the City of Indianola, Iowa (the "City") desires to pave a portion of East Iowa Avenue; and

WHEREAS, a public hearing upon the proposed plans, specs, form of contract and estimate of cost should be held and a time and place for hearing thereon should be fixed; and

WHEREAS, a letting date for the acceptance of bids should be held and a time and place for the letting thereon should be fixed.

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

1. That a public hearing be held by the Indianola City Council on the proposed plans, specs, form of contract and estimate of cost at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 6:00 p.m. on October 19, 2020, at which time the City Council will consider any objections to the proposed project and will hear all interested persons.
2. That the letting date for the acceptance of bids shall be held at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 2:00 p.m. on October 1, 2020, at which time sealed proposals will be opened and bids tabulated.
3. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

Passed and Approved this 8th day of September 2020.

Kelly B. Shaw, Mayor

Andrew J. Lent, City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Approval of an event application from the Indianola Public Library for Trunk or Treat on October 30, 2020 from 4:30 p.m. to 8:00 p.m.

Information

The Indianola Public Library will hold their annual Trunk or Treat event on October 30, 2020. The Library is requesting to close C Street between Ashland and Boston Avenues from 4:30 p.m. to 8:00 p.m. All paperwork is in order and staff has approved.

Fiscal Impact

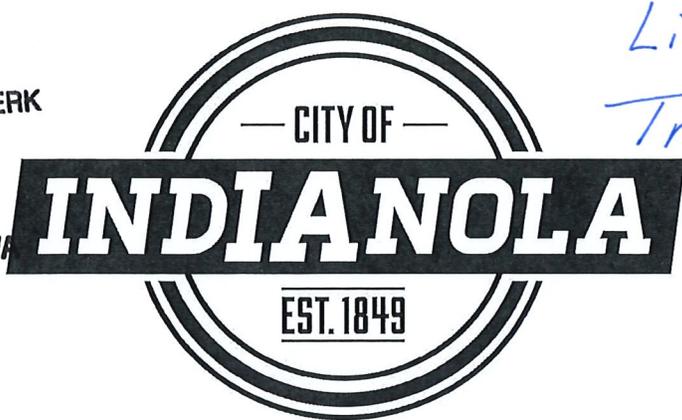
Attachments

Library Event Application

OFFICE OF CITY CLERK

JUL 27 2020

INDIANOLA, IOWA



*Library
Trunk or Treat*

Indianola Special Event Application Form

Dear Event Organizer:

Thank you for your interest in planning and holding an event in Indianola. Through public events and activities a sense of community and pride is developed. Public events are also a means to stimulate our local economy.

The following pages provide key information for a safe, fun and successful event.

Please take time to read the information application form thoroughly and feel free to contact City Hall at 515-961-9410 or email me at dbowlin@cityofindianola.com with questions.

We appreciate your time and interest in planning an event whether for local residents or the entire south central region of Iowa. A well-planned event translates to a successful activity that benefits both public and private interests.

Please be sure to complete the following:

- The event application is completely filled out
- Map A attached – shows streets/trails/parks/lane closures, location of barrier/barricades, stages, platforms, parking, etc.
- NA* Map B attached – shows where vendors are expected to park vehicles off the Square
- NA* Applied for a noise permit, if applicable – located on the web site under Community Guide tab
- Submitted insurance certificate showing the City as an additional insured in an amount of \$1,000,000

RETURN PERMIT APPLICATION TO:
110 North First Street, PO Box 299
Indianola, Iowa 50125
Phone: 515-961-9410 Fax: 515-961-9402
www.indianolaiowa.gov
E-Mail: dbowlin@cityofindianola.com

Event Name: City of Indianola Trunk or Treat

Event Type (Check all that apply):

Parade Bike Ride/Race Concert

Running Event: Fun Run Timed Race

Will trails/sidewalks be utilized? Yes No

Other (please specify): **Trunk or Treat**

Date/Time of Event: 10/30/2020, 5:30-6:30 pm

Location of Event: Indianola Public Library lawn and parking lot at 207 N. B St

Event Sponsor(s): Indianola Public Library

Contact Information:

Organization: Indianola Public Library

Contact Name: Michele Patrick

Address: 207 N. B St., Indianola IA

Telephone Number: 961-9418

Cell Phone Number: 515-250-3423

Fax Number: not applicable

Email Address: mpatrick@indianolaiowa.gov

Today's Date: _____

Anticipated Attendance: 400 Per Day _____ 400 Total _____

Event Information:

Setup Begins	Date:	10/30/20	Time	4:30 pm	Day of Week	F
Event Starts	Date:	10/30/20	Time	5:30 pm	Day of Week	F
Event Ends	Date:	10/30/20	Time	6:30pm	Day of Week	F
Dismantle	Date:	10/30/20	Time	8:00 pm	Day of Week	F

Michele Patrick
Applicant Signature

RETURN PERMIT APPLICATION TO:
110 North First Street, PO Box 299
Indianola, Iowa 50125
Phone: 515-961-9410 Fax: 515-961-9402
www.indianolaiowa.gov
E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:

The library would like to host a Trunk or Treat event with the City of Indianola Departments and IMU in the library parking lot. Departments will decorate vehicles and distribute treats to trick or treaters. This event will be open to the public.

Please describe what streets, trails or parks you are planning to close or use:

We are requesting to close C Street between Ashland and Boston.

Please describe your safety plan including crowd control. Attach additional sheets if necessary. The Indianola Police and Fire Departments will review your safety plans to determine if safety is adequate for planned event. In reviewing the application, they will be looking at anticipated crowd size, demographics, entertainment, and alcohol, prior history with this event or similar events and other criteria.

We are anticipating a crowd of about 400, more than half of which will be children. We will not be serving alcohol.

Please describe your emergency/medical plan, including your communication procedures. Attach additional sheets if necessary.

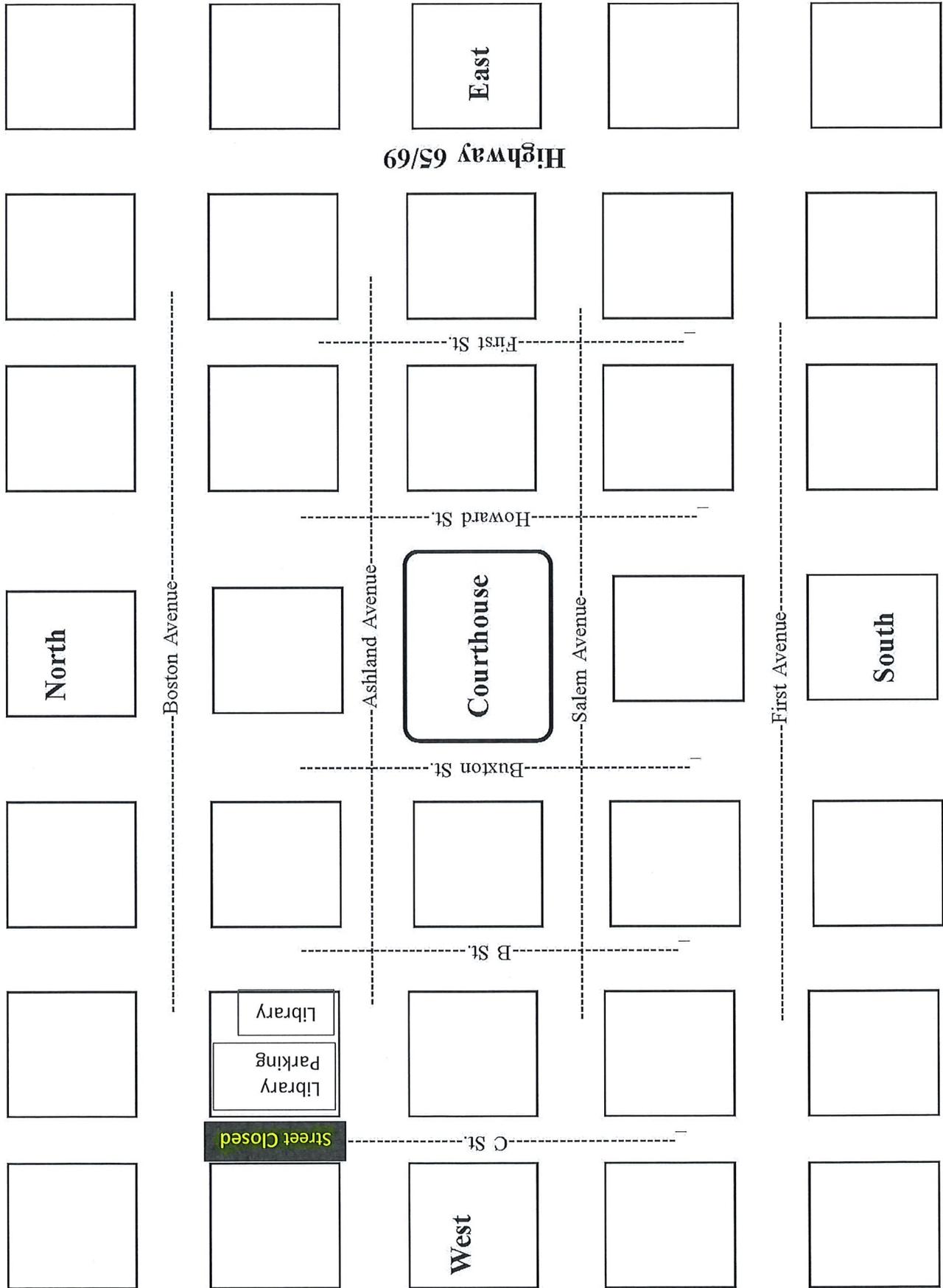
We will give prior notification of the event to the Indianola Police and Fire Departments and will immediately contact them during the event if needs arise.

Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event.

We will have volunteers scheduled to clean the site immediately after the event. Garbage and recyclable goods will be discarded in the library's trash and recycling bins.

Thank you for your interest in holding a neighborhood or community event!

**RETURN PERMIT APPLICATION TO:
110 North First Street, PO Box 299
Indianola, Iowa 50125
Phone: 515-961-9410 Fax: 515-961-9402
www.indianolaiowa.gov
E-Mail: dbowlin@cityofindianola.com**



Meeting Date: 09/08/2020

Subject

Approval of an event application from Warren County Historical Society to use City property for a tractor show from September 25-27, 2020, during the Log Cabin Days celebration.

Information

The Warren County Historical Society is asking to use the property on the East side of the Warren County Museum to park old tractors and equipment for public display from September 25-27, 2020. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

Log Cabin Day Application

Event Name: Log Cabin Day

OFFICE OF CITY CLERK

JUL 28 2020

INDIANOLA, IOWA

Event Type (Check all that apply):

Parade Bike Ride/Race Concert

Running Event: Fun Run Timed Race

Will trails/sidewalks be utilized? Yes No

Other (please specify): parking & tractor/museum show

Date/Time of Event: Sat, Sept 26th, 2020

Location of Event: 1400 W 2nd

Event Sponsor(s): Warren County Historical Society

Contact Information:

Organization: Warren County Historical Society

Contact Name: Deb Taylor

Address: P.O. Box 256 1400 W 2nd Ave Indianola

Telephone Number: 515-961-8085

Cell Phone Number: 515-669-1475

Fax Number: _____

Email Address: howard_taylor@juno.com

Today's Date: 7/23/2020

Anticipated Attendance: 50-200 Per Day 50-200 Total

Event Information:

Setup Begins	Date: <u>Sept 25</u>	Time <u>8 AM</u>	Day of Week <u>Fri</u>
Event Starts	Date: <u>Sept 26</u>	Time <u>8 AM</u>	Day of Week <u>Sat</u>
Event Ends	Date: <u>Sept 26</u>	Time <u>5 PM</u>	Day of Week <u>Sat</u>
Dismantle	Date: <u>Sept 27</u>	Time <u>~10 AM</u>	Day of Week <u>Sun.</u>

Deb Taylor
Applicant Signature

RETURN PERMIT APPLICATION TO:
110 North First Street, PO Box 299
Indianola, Iowa 50125
Phone: 515-961-9410 Fax: 515-961-9402
www.indianolaiowa.gov
E-Mail: requests@indianolaiowa.gov

Narrative:

Please describe your request and event: A 1 day event called Log Cabin Day. We would like to use the property on the east side of the museum to park old tractors/equipment for display during this event. The area would also be used for parking purposes.

Please describe what streets, trails or parks you are planning to close or use: None

Please describe your safety plan including crowd control. Attach additional sheets if necessary. The Indianola Police and Fire Departments will review your safety plans to determine if safety is adequate for planned event. In reviewing the application, they will be looking at anticipated crowd size, demographics, entertainment, and alcohol, prior history with this event or similar events and other criteria. Tractors will be spaced out to at least 6 feet apart. We anticipate only 10 tractors. Some farm equipment may also be put on display.

Parking for 20-30 cars will be on the east side of ~~the~~ lot.

Please describe your emergency/medical plan, including your communication procedures. Attach additional sheets if necessary. The 911 system will be used with space in the center of lot available at all times should emergency vehicles be necessary.

Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event. ~~the~~ Warren County Historical Society members will clean up after the event.

Thank you for your interest in holding a neighborhood or community event!

RETURN PERMIT APPLICATION TO:

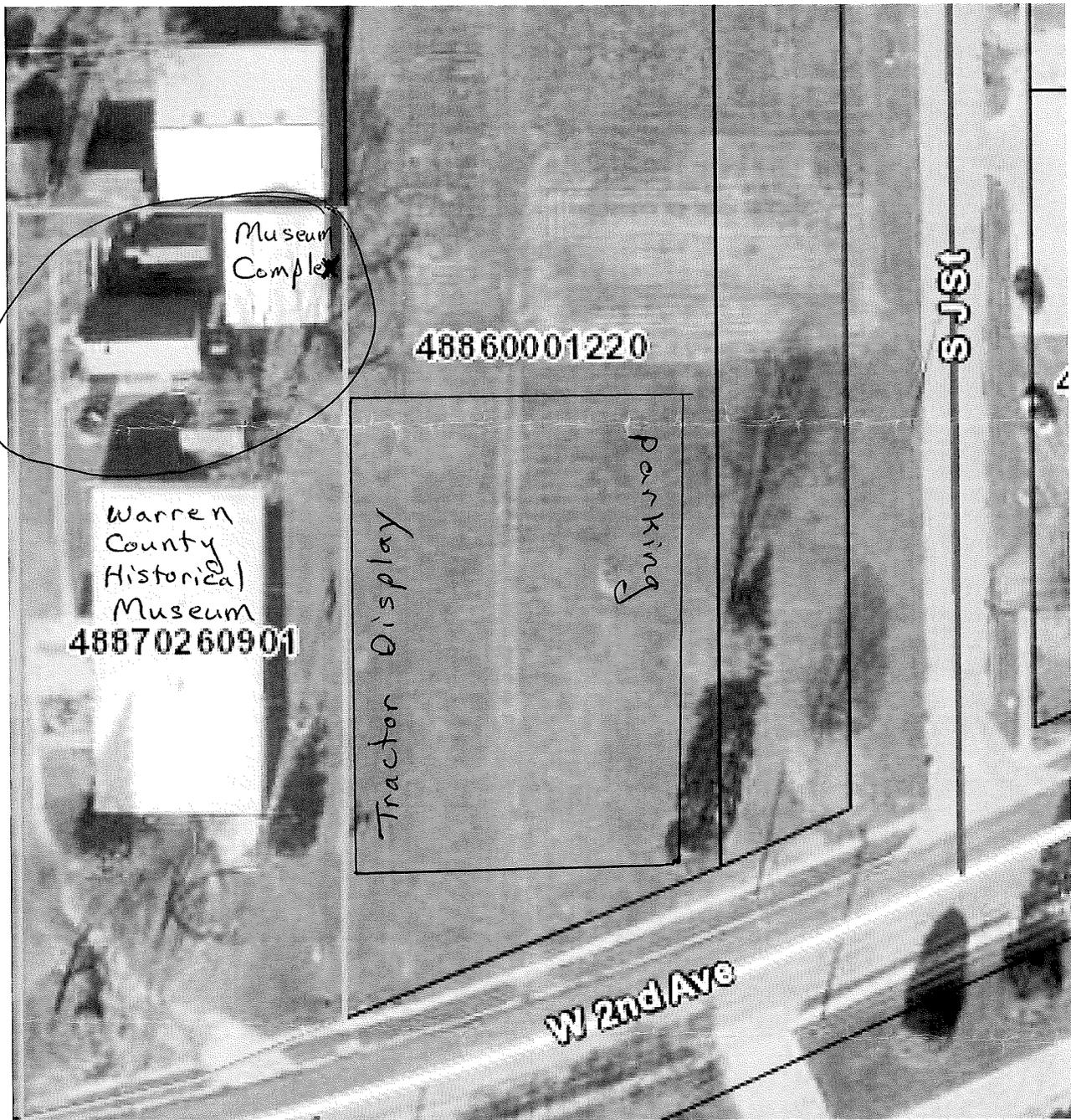
110 North First Street, PO Box 299

Indianola, Iowa 50125

Phone: 515-961-9410 Fax: 515-961-9402

www.indianolaiowa.gov

E-Mail: requests@indianolaiowa.gov



Museum Complex

48860001220

Warren
County
Historical
Museum
48870260901

Tractor Display

Parking

S J St

W 2nd Ave

Meeting Date: 09/08/2020

Subject

A renewal Class C Liquor License, Class B Wine, Outdoor Sales and Sunday Sales Privileges for The Local Vine, located at 126 West Ashland Avenue.

Information

Council will need to consider a renewal Class C Liquor License, Class B Wine, Outdoor Sales and Sunday Sales Privileges for The Local Vine. The owners are Andrea Palmer and Daniel Palmer. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

A renewal Class E Liquor License, Class C Beer Permit and Sunday Sales Privileges for Hy-Vee Gas, located at 912 North Jefferson Way.

Information

Council will need to consider a renewal Class E Liquor License, Class C Beer Permit and Sunday Sales Privileges for Hy-Vee Gas. The owners are Randy Edeker, Michael Jurgens and Jeffrey Pierce. All paperwork is in order and staff has approved.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

A renewal of a refuse hauling permit for T.R.M. Disposal.

Information

This is a renewal of T.R.M. Disposal's refuse permit. The paperwork is in order for approval.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

Approval of Pay Application 5 in the amount of \$169,170.45 for the Quail Meadows 3 Lift Station Project.

Information

Items included in this application include mobilization, a portion of the lift station lump sum work, SWPPP Management, Filter Sock, and Silt Fence. Additionally, Vanderpool has requested payment of Stored Materials for the Jetco Control Panel that is being stored at Jetco's warehouse.

Fiscal Impact

Attachments

Pay Application



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

August 31, 2020

Mr. Rick Graves
City of Indianola WPC
P.O. Box 299
Indianola, IA 50125

Re: QUAIL MEADOWS 3 LIFT STATION & SEWER IMPROVEMENTS
Contractor's Application for Payment No. 5

Dear Rick:

Attached is an electronic copy of Payment Application No. 5 from Vanderpool Construction Inc. for the Quail Meadows 3 Lift Station and Sewer Improvements project. Items included in this application include mobilization, a portion of the lift station lump sum work, SWPPP Management, Filter Sock, and Silt Fence. Additionally, Vanderpool has requested payment of Stored Materials for the Jetco Control Panel that is being stored at Jetco's warehouse. Please see the attached insurance certificate, invoice and pictures

The total request for Payment Application No. 5 is \$169,170.45. As of this Pay Application, Vanderpool Construction has been paid 65.8% of the contract. We have reviewed and recommend full payment of Payment Application No. 5 as submitted by Vanderpool. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

A handwritten signature in blue ink that reads 'Joseph Frankl'.

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2019\190699\Construction\Payment\Pay_Estimates\#5\ltr-083120-Indianola_QM3_Vanderpool_Pay_Request5.docx

**AIA Type Document
Application and Certification for Payment**

TO (OWNER): City of Indianola
110 N 1st Street
Indianola, IA 50125

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 5
PERIOD TO: 8/27/2020

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

CONTRACTOR'S APPLICATION FOR PAYMENT

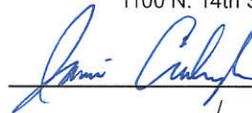
Application is made for Payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Type Document is attached.

1. ORIGINAL CONTRACT SUM	\$	<u>834,449.00</u>
2. Net Change by Change Orders	\$	<u>0.00</u>
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	<u>834,449.00</u>
4. TOTAL COMPLETED AND STORED TO DATE	\$	<u>578,310.50</u>
5. RETAINAGE:		
a. <u>5.00</u> % of Completed Work	\$	<u>24,877.95</u>
b. <u>5.00</u> % of Stored Material	\$	<u>4,034.60</u>
Total retainage (Line 5a + 5b)	\$	<u>28,912.55</u>
6. TOTAL EARNED LESS RETAINAGE	\$	<u>549,397.95</u>
(Line 4 less Line 5 Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	<u>380,227.50</u>
8. CURRENT PAYMENT DUE	\$	<u>169,170.45</u>
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	<u>285,051.05</u>

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the work covered by this application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the owner, and that current payment shown herein is now due.

CONTRACTOR: Vanderpool Construction Inc
1100 N. 14th St Indianola, IA 50125

By:  Date: 8/29/2020

State of:
County of:

Subscribed and Sworn to before me this _____ Day of _____ 20__

Notary Public:

My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED. \$ 169,170.45

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified.)

ARCHITECT:  Date: 8/31/2020

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, Payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Indianola
 110 N 1st Street
 Indianola, IA 50125

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 5
PERIOD TO: 8/27/2020

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
 1100 N. 14th St
 Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
1	Construction Survey		.0000	4,200.00	75.000%	3,150.00	.000%	0.00	0.00	3,150.00	75.00	1,050.00
2	Mobilization/ General Requirements		.0000	25,000.00	50.000%	12,500.00	25.000%	6,250.00	0.00	18,750.00	75.00	6,250.00
3	Construction Testing		.0000	4,200.00	75.000%	3,150.00	.000%	0.00	0.00	3,150.00	75.00	1,050.00
4	Traffic Control		.0000	1,500.00	75.000%	1,125.00	.000%	0.00	0.00	1,125.00	75.00	375.00
5	Clearing and Grubbing		.0000	7,800.00	100.000%	7,800.00	.000%	0.00	0.00	7,800.00	100.00	.00
6	Topsoil On-Site	861.0000	25.0000	21,525.00	430.5000	10,762.50	.000	0.00	0.00	10,762.50	50.00	10,762.50
7	Dewatering		.0000	5,500.00	100.000%	5,500.00	.000%	0.00	0.00	5,500.00	100.00	.00
8	Rock Excavation	130.0000	200.0000	26,000.00	130.0000	26,000.00	.000	0.00	0.00	26,000.00	100.00	.00
9	Sanitary Sewer Gravity Main Trenched PVC 8	1,130.0000	56.0000	63,280.00	1,115.0000	62,440.00	.000	0.00	0.00	62,440.00	98.67	840.00
10	Sanitary Sewer Force Main Trenched PVC 6	1,185.0000	26.0000	30,810.00	1,185.0000	30,810.00	.000	0.00	0.00	30,810.00	100.00	.00
11	Sanitary Sewer Force Main Trenched PVC 6 RJ	81.0000	44.0000	3,564.00	81.0000	3,564.00	.000	0.00	0.00	3,564.00	100.00	.00
12	Fitting DI MJ 45 Degree Bend 6	2.0000	675.0000	1,350.00	2.0000	1,350.00	.000	0.00	0.00	1,350.00	100.00	.00
13	Fitting DI MJ Cap 8	2.0000	400.0000	800.00	1.0000	400.00	.000	0.00	0.00	400.00	50.00	400.00
14	Tracer Wire System		.0000	850.00	90.000%	765.00	.000%	0.00	0.00	765.00	90.00	85.00
15	6 Subdrain	70.0000	19.0000	1,330.00	.0000	0.00	.000	0.00	0.00	0.00	.00	1,330.00
16	6 Subdrain Outlet	1.0000	500.0000	500.00	.0000	0.00	.000	0.00	0.00	0.00	.00	500.00
17	Connection to Existing Sewer Main	2.0000	7,300.0000	14,600.00	1.0000	7,300.00	.000	0.00	0.00	7,300.00	50.00	7,300.00
18	Manhole SW-301 48 Diameter	4.0000	6,500.0000	26,000.00	4.0000	26,000.00	.000	0.00	0.00	26,000.00	100.00	.00
19	Remove Existing Field Fence	80.0000	8.0000	640.00	80.0000	640.00	.000	0.00	0.00	640.00	100.00	.00
20	Lift Station Complete		.0000	448,500.00	25.000%	112,125.00	20.000%	89,700.00	80,692.00	282,517.00	62.99	165,983.00

AIA Type Document
Application and Certification for Payment

TO (OWNER): City of Indianola
 110 N 1st Street
 Indianola, IA 50125

PROJECT: Quail Meadows Lift Station

APPLICATION NO: 5
PERIOD TO: 8/27/2020

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
 1100 N. 14th St
 Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE: 2/4/2020

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
21	Existing Lift Station Decommissioning		.0000	11,000.00		0.00	.000%	0.00	0.00	0.00	.00	11,000.00
22	Driveway Granular	3,300.000	28.0000	92,400.00	2,750.000	77,000.00	.000	0.00	0.00	77,000.00	83.33	15,400.00
23	Hydraulic Seeding Seed Fertilize Mulch T2 Hay	3.600	2,350.0000	8,460.00	.000	0.00	.000	0.00	0.00	0.00	.00	8,460.00
24	SWPPP Preparation		.0000	1,300.00	100.000%	1,300.00	.000%	0.00	0.00	1,300.00	100.00	.00
25	SWPPP Management		.0000	3,100.00	60.000%	1,860.00	25.000%	775.00	0.00	2,635.00	85.00	465.00
26	Filter Sock	100.000	3.0000	300.00	.000	0.00	20.000	60.00	0.00	60.00	20.00	240.00
27	Silt Fence	300.000	2.0000	600.00	1,128.000	2,256.00	297.000	594.00	0.00	2,850.00	475.00	-2,250.00
28	Stabilized Construction Entrance	111.000	22.0000	2,442.00	111.000	2,442.00	.000	0.00	0.00	2,442.00	100.00	.00
29	Chain Link Fence 7'	148.000	38.5000	5,698.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,698.00
30	20' Chain Link Gate 7'	1.000	1,000.0000	1,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,000.00
31	Remove and Replace Existing Chain Link Fence	25.000	48.0000	1,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,200.00
32	Landscape Fabric/Rock	44.000	120.0000	5,280.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,280.00
33	Erosion Stone	280.000	49.0000	13,720.00	.000	0.00	.000	0.00	0.00	0.00	.00	13,720.00
REPORT TOTALS				\$834,449.00		\$400,239.50		\$97,379.00		\$578,310.50		
									\$80,692.00			\$256,138.50



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/24/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Krist Insurance Group of Iowa LLC 1055 Jordan Creek Parkway Suite 218 West Des Moines IA 50266	CONTACT NAME: PHONE (A/C, No, Ext): 515-270-0909		FAX (A/C, No): 515-270-9296
	E-MAIL ADDRESS: kristinsurance@kristinsurance.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A : Selective Ins Co of America			12572
INSURER B : SFM Mutual Insurance Company			
INSURER C : Selective Insurance of SouthEa			39926
INSURER D :			
INSURER E :			
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 1296253711 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S 1743070	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			S 1743070	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			S 1743070	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	76448.104	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Inland Marine			S 1743070	7/1/2020	7/1/2021	Leased/Rented 50,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Stored materials at 208 1st Ave, Altoona, IA 50009 valued at \$85,000
 City of Indianola is listed as additional insured

CERTIFICATE HOLDER Ardent Lighting Group LLC 1378 118th PI Knoxville IA 50138	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
---	--

Contracting, Installation, Service and Repair General Liability Extended ElitePac® Endorsement

COMMERCIAL GENERAL LIABILITY
CG 79 88 01 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

1. BLANKET ADDITIONAL INSUREDS

a. Ongoing Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed under that contract, agreement, or permit when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of your ongoing operations.

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of your ongoing operations, then such person or organization is an additional insured only with respect to "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by your ongoing operations performed under that contract, agreement, or permit.

b. Completed Operations

SECTION II — WHO IS AN INSURED is amended to include as an additional insured:

1. Any person or organization for whom you are performing or have performed operations when you and such person or organization have agreed in a written contract, written agreement or written permit that such person or organization be added as an additional insured on your commercial general liability policy; and
2. Any other person or organization, including any architects, engineers or surveyors not engaged by you, whom you are required to add as an additional insured under your policy in the contract or agreement in Paragraph 1. above;

Such person or organization is an additional insured only with respect to their liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard" when that contract, agreement, or permit requires the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

If the written contract, written agreement, or written permit does not require that the additional insured be added with respect to liability arising out of "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard", then such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by "your work" performed under that contract, agreement, or permit and included in the "products-completed operations hazard".

- c. The coverages provided in Paragraphs a. and b. do not apply unless the written contract or written agreement has been signed by the Named Insured or written permit issued prior to the "bodily injury", "property damage" or "personal and advertising injury".

d. **Exclusions**

- (1) With respect to the insurance afforded to additional insureds under a. **Ongoing Operations** the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

- (2) With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations**, the following is added to 2. **Exclusions** under **SECTION I — COVERAGE A — BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

This insurance does not apply to:

"Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

e. **Conditions**

With respect to the insurance afforded to these additional insureds under a. **Ongoing Operations** and b. **Completed Operations** the following is added to Paragraph 4. **Other Insurance**, a. **Primary Insurance** under **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is primary and will not contribute with any other insurance available to an additional insured under this coverage part provided that:

- (1) The additional insured is a Named Insured under such other insurance.
- (2) You have agreed in a written contract, written agreement or written permit to include that additional insured on your General Liability policy on a primary and/or non-contributory basis.

2. **PROPERTY DAMAGE CARE, CUSTODY OR CONTROL**

The following is added to **Exclusion j.** under **SECTION I — COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Paragraphs (4) and (5) do not apply for the limited purpose of providing the coverage and sub-limits of liability as set forth below.

We will pay those sums that the insured becomes legally obligated to pay as damages arising out of "property damage" to:

- (1) Personal property in the care, custody or control of the insured; and

(2) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations.

The most we will pay under (1) and (2) above in any one "occurrence" or for all damages during any one policy period is a sub-limit of \$100,000.

These limits are included in and not in addition to the Limits of Insurance shown in the Declarations of the Commercial General Liability Policy.

Our right and duty to defend the insured against any "suit" for damages under (1) and (2) above ends when we have used up the applicable sub-limit of liability in the payment of judgments or settlements under it.

3. OTHER INSURANCE AMENDMENT — SUPPLEMENTAL COVERAGE FOR INSURED'S INVOLVEMENT IN A CONSOLIDATED (WRAP-UP) IN SURANCE PROGRAM OR SIMILAR PROJECT

The following is added to **SECTION IV — COMMERCIAL GENERAL LIABILITY CONDITIONS**, Paragraph 4. Other Insurance b. Excess Insurance (1)(a):

(v) That is covered by a consolidated (wrap-up) or similar insurance program provided by the prime contractor/project manager or owner of the construction project in which you are involved for your ongoing operations or operations included within the "products-completed operations hazard", unless such consolidated (wrap-up) or similar program is specifically excluded from coverage on this policy.

4. FELLOW EMPLOYEE EXTENSION

Under **SECTION II — WHO IS AN INSURED** Paragraphs 2.a. and 2.a. (1) are replaced by the following:

a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture, or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. The Employers Liability exclusion (**SECTION I — COVERAGES; COVERAGE A**, exclusion e.) does not apply to this provision. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal and advertising injury":

(a) Arising out of his or her providing or failing to provide professional health care services.

5. CONTRACTUAL LIABILITY (RAILROADS)

Definition 9. Insured Contract is amended as follows:

Paragraph c. is deleted in its entirety and replaced with the following:

Any easement or license agreement;

Paragraph f.(1) is deleted in its entirety.

6. CONTRACTUAL LIABILITY AMENDMENT — (PERSONAL AND ADVERTISING INJURY)

If it is required in a written contract, written agreement or written permit with the insured that any contractual liability exclusion for Personal Injury be removed from the policy, then Exclusion e. **Contractual Liability** under **COVERAGE B PERSONAL AND ADVERTISING INJURY, 2. Exclusions** is deleted in its entirety and replaced with the following:

e. Contractual Liability

"Personal and advertising Injury" for which the insured has assumed liability in a contract or agreement arising out of an "advertisement". This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement"

7. WAIVER OF GOVERNMENTAL IMMUNITY

We will waive, both in the adjustment of claims and in the defense of "suits" against the insured, any governmental immunity of the insured, unless the insured requests in writing that we not do so.

Waiver of immunity as a defense will not subject us to liability for any portion of a claim or judgment in excess of the applicable limit of insurance.

8. DAMAGE TO PREMISES RENTED TO YOU

The Limit of Insurance for Damage To Premises Rented To You is increased to \$1,000,000.

JETCO, INC.

208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

Date	Invoice #
8/24/2020	15877

Bill To
ARDENT LIGHTING GROUP LLC 1378 118th PLACE KNOXVILLE, IA 50138

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
QUAIL2	NET 30		7/10/2020	JETCO, INC.	ALTOONA	2216C Indianola Quail Meado...

Quantity	Item Code	Description	Price Each	Amount
1	CONTROL CONT...	Equipment stored at Jetco Per Quote 5461C Pictures attached Indianola Quail Meadows Lift Station Improvements	80,692.00	80,692.00

Phone #
515-967-5874

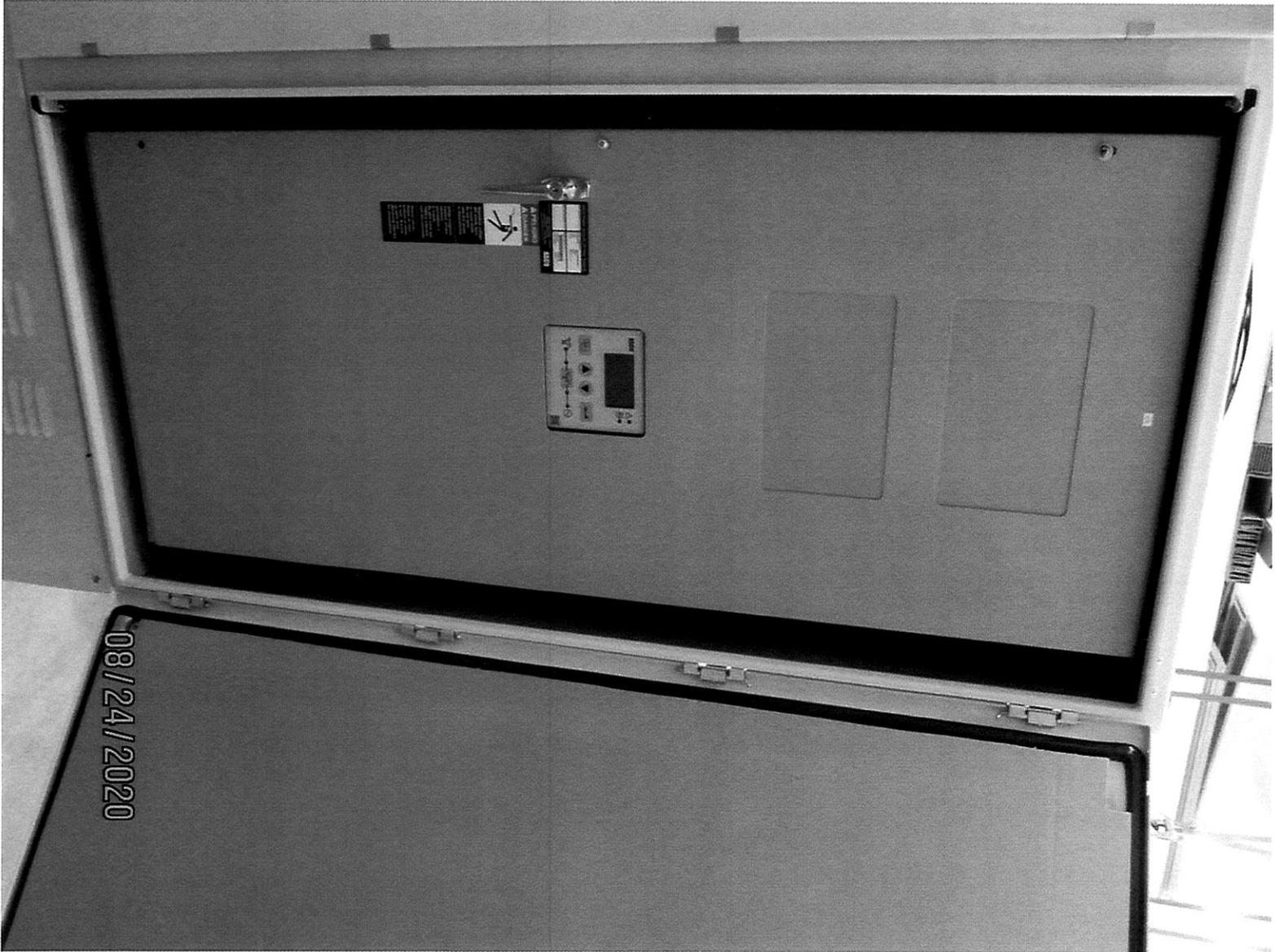
Total	\$80,692.00
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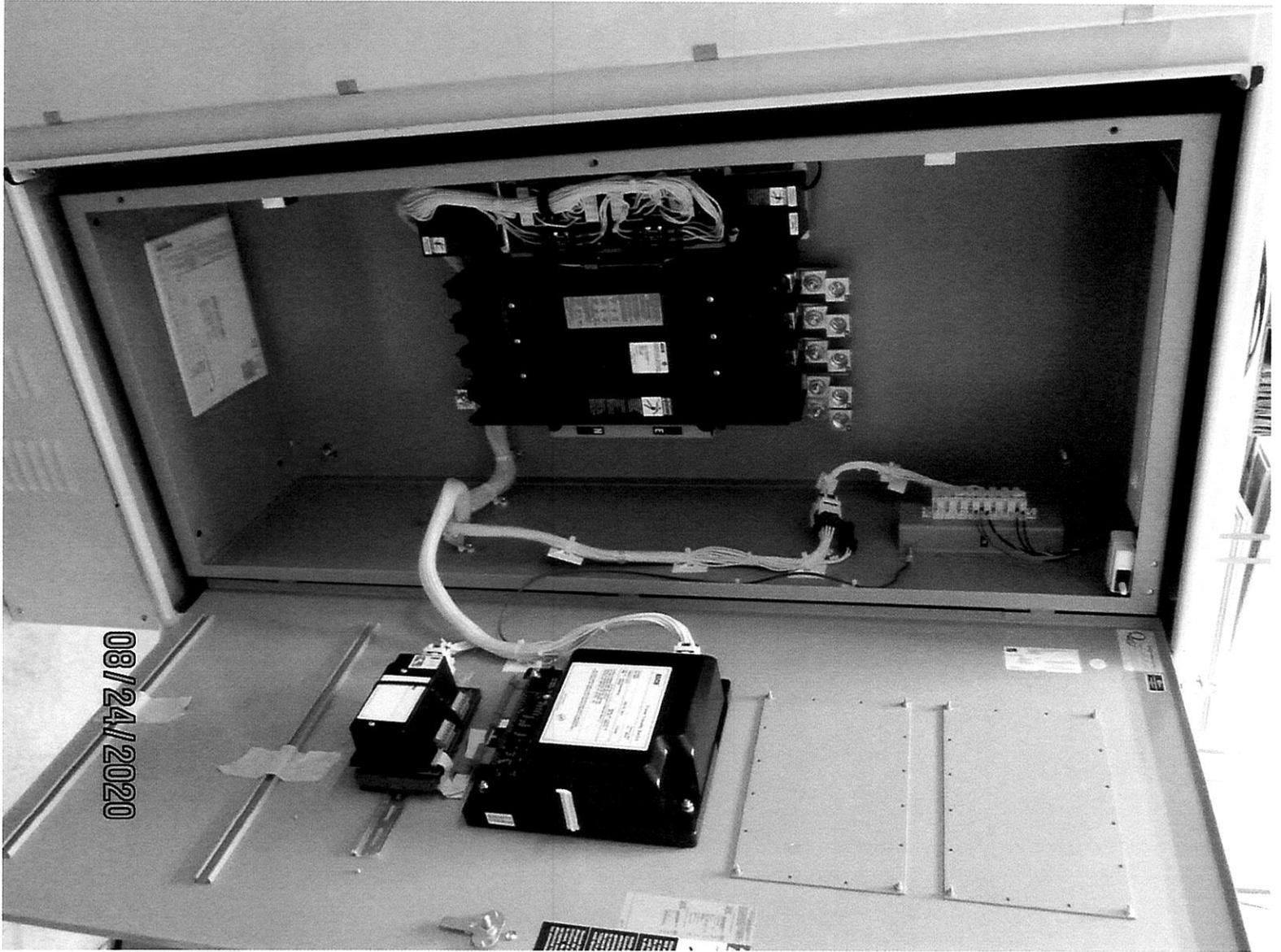






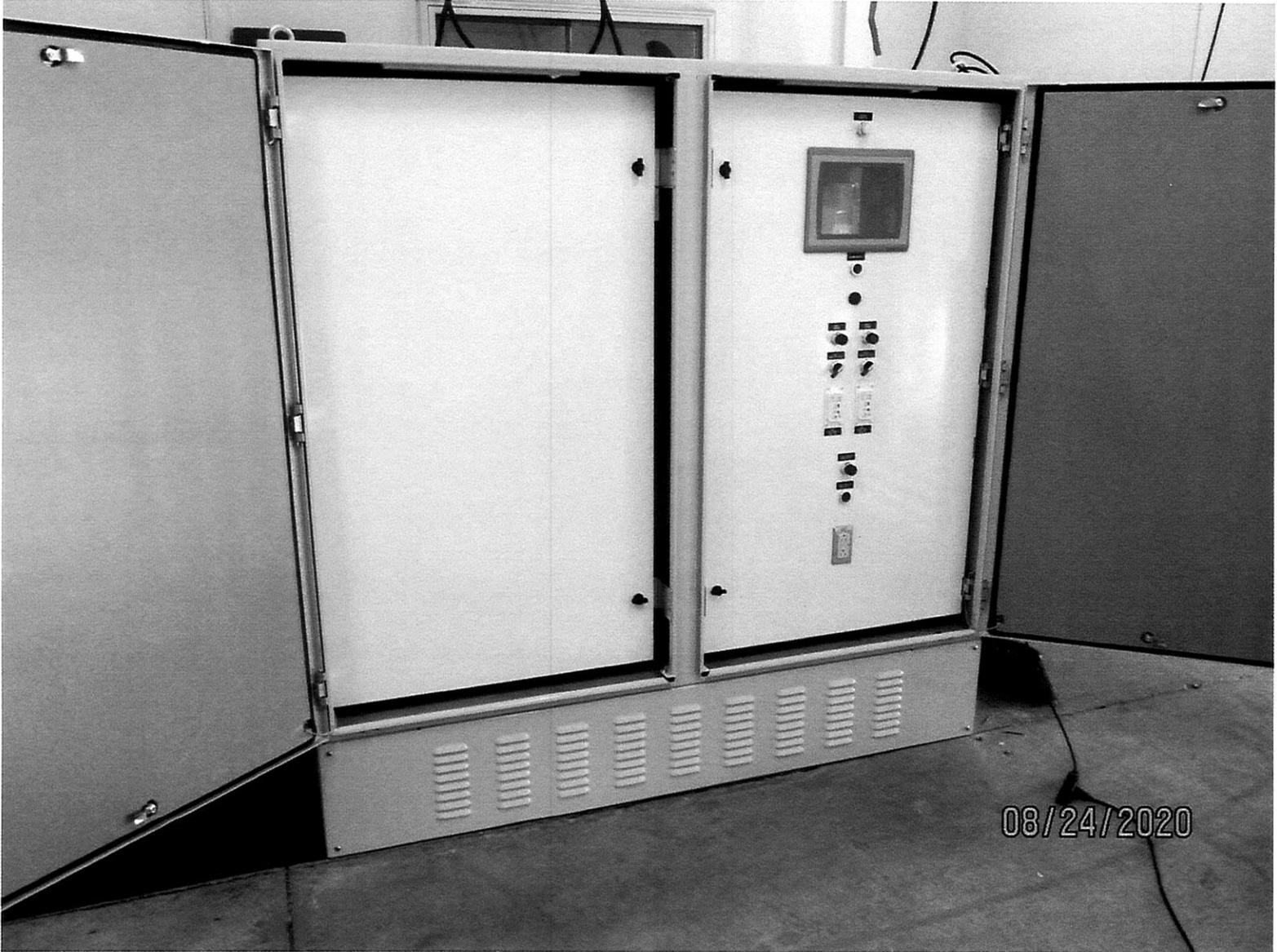
08/24/2020



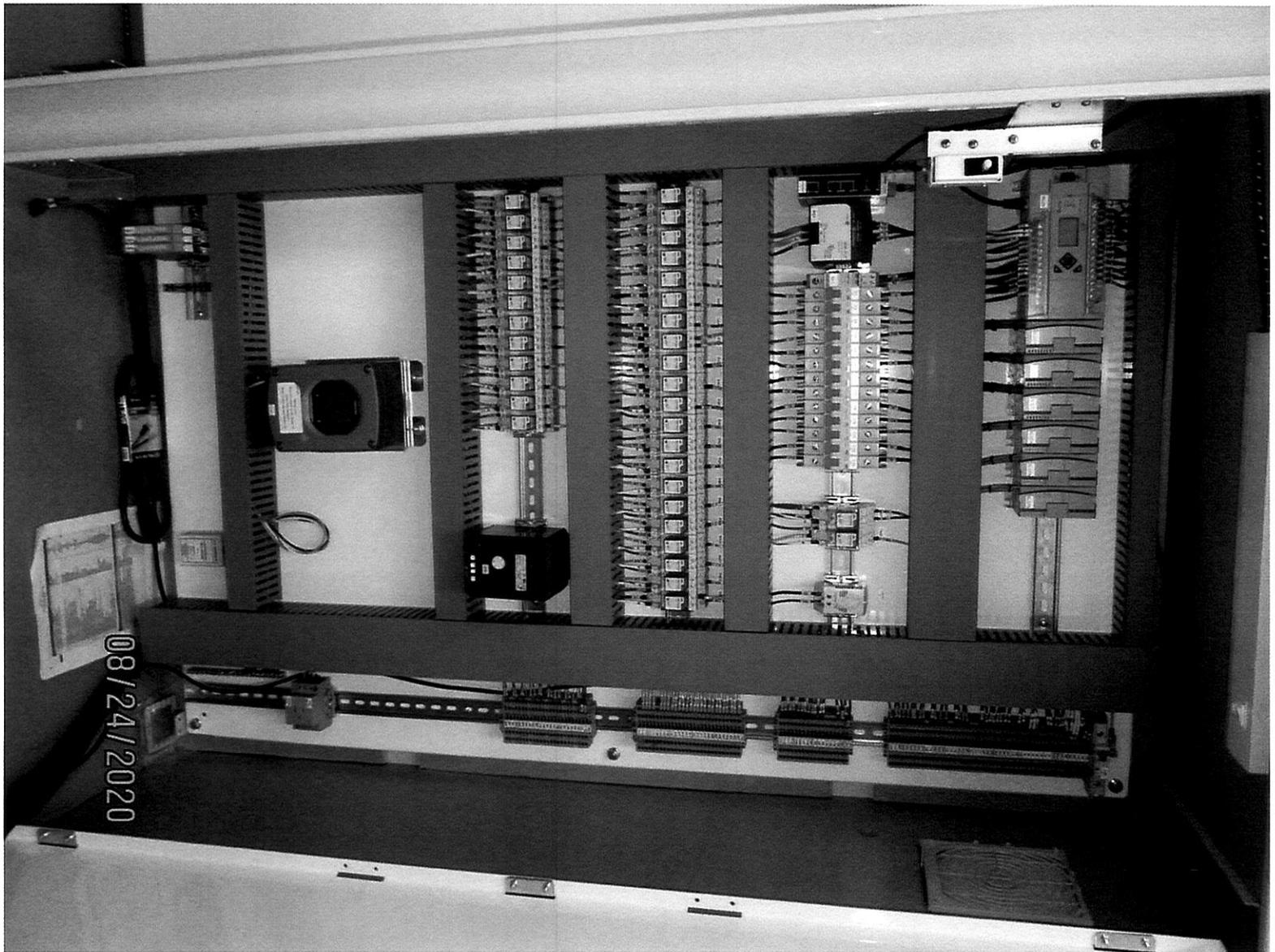


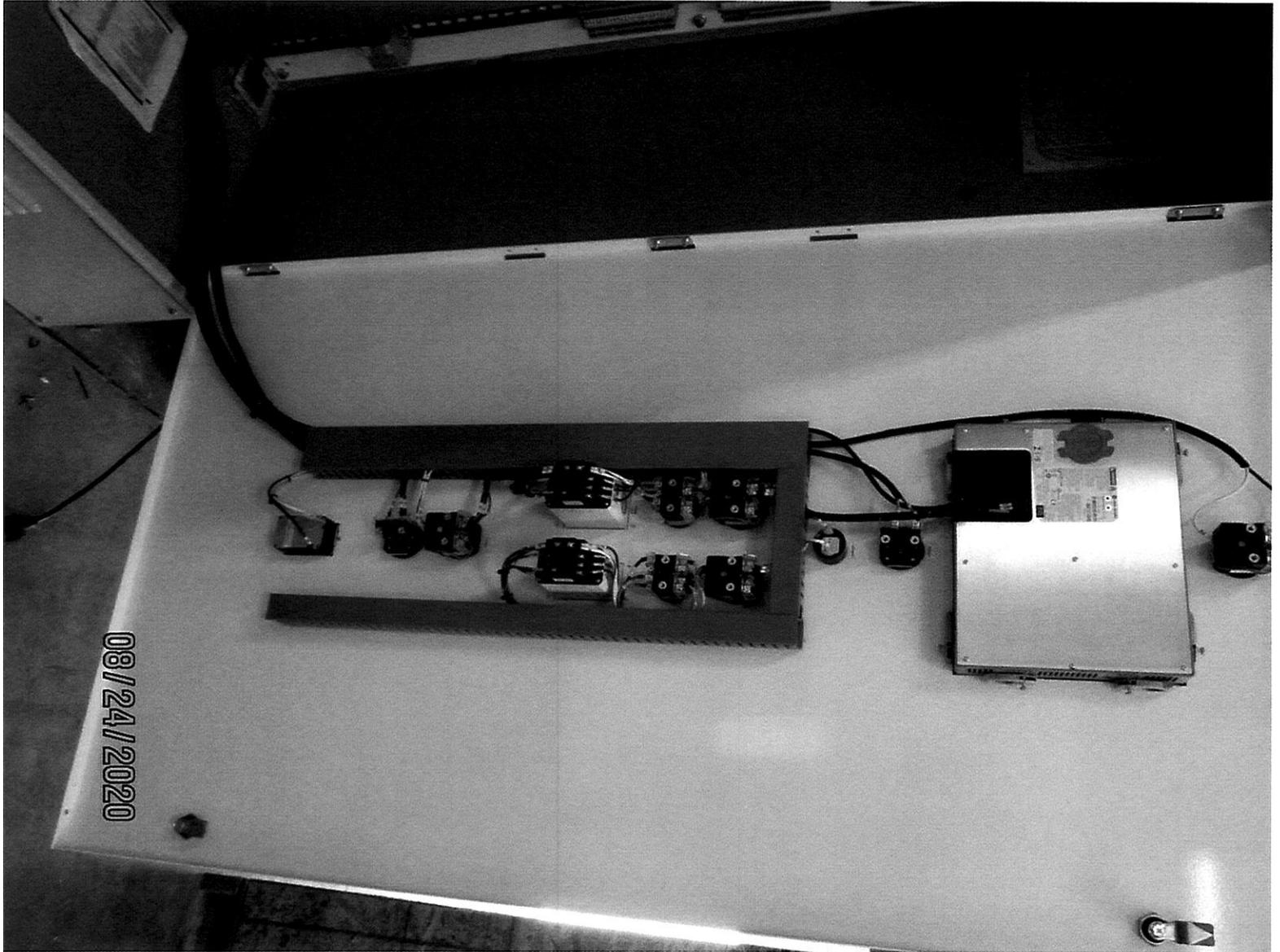
08/24/2020











Meeting Date: 09/08/2020

Subject

Resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund.

Information

In order for the City to request reimbursement funding through the CARES COVID-19 funding that the governor has directed towards cities and counties, the Council must adopt a resolution approving the reimbursement request and stating that the City will abide by state and federal guidelines for the request. The resolution draws on a sample made available by the Iowa League of Cities.

The resolution in the Council packet is for an amount up to \$380,621.54. While reimbursement requests may not total this amount, this is the maximum amount allowed. Only certain items can be requested for reimbursement and some items must be requested through FEMA first.

Fiscal Impact

Attachments

Resolution Requesting Funding

City of Indianola
RESOLUTION NO. 2020-

**RESOLUTION REQUESTING REIMBURSEMENT FROM THE
IOWA COVID-19 GOVERNMENT RELIEF FUND**

WHEREAS, the United States Congress approved the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide economic relief related to the COVID-19 pandemic, and

WHEREAS, Governor Kim Reynolds allocated \$125 million of the State of Iowa's CARES Act funding to local governments for direct expenses incurred in response to the COVID-19 emergency, and

WHEREAS, local government funding reimbursements may only be used for necessary expenditures incurred due to the COVID-19 pandemic, were not accounted for in the current fiscal year city budget, were incurred during the time period of March 1, 2020 through December 30, 2020 and have not been reimbursed from other sources.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Indianola, Iowa requests reimbursement up to \$380,621.54 in eligible expenditures in response to the COVID-19 public health emergency.

BE IT FURTHER RESOLVED, the City of Indianola affirms that the above requests for reimbursement follow all formal published Federal and State of Iowa guidance on how the funds should be spent, and understand if the reimbursements are misrepresented, the local government will be liable for any applicable penalty and interest.

HEREBY RESOLVED by the City Council for the City of Indianola on this 8th day of September 2020

APPROVED:

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution authorizing an application to the Traffic Engineering Assistance Program Grant program to perform a traffic engineering study at the intersection of 2nd Avenue West and Buxton Street.

Information

Fiscal Impact

Attachments

Grant Memorandum

Grant Letter

Resolution Authorizing Application



— PUBLIC WORKS —

To: Mayor and City Council
CC: Ryan Waller, City Manager and
Andy Lent, City Clerk/CFO
From: Akhilesh Pal, Public Works Director
Date: September 8, 2020
Re: Resolution to apply for Traffic Engineering Assistance Program Grant to perform a traffic engineering study at the intersection of 2nd Avenue West and Buxton Street.

The City Council, at their study session on August 17, 2020, recognized the need for downtown streetscape improvements and to evaluate the conversion of Howard Street and Buxton Street from one-way to two-way traffic operations. This conversion to two-way traffic operations requires the need for a traffic engineering study to recognize traffic safety improvements at the signalized intersection of 2nd Avenue West (State Highway 92) and Buxton Street.

The traffic engineering study at the intersection of 2nd Avenue West & Buxton Street is needed to meet the following objectives:

- Warrant analysis for a traffic signal at this intersection after Buxton Street is converted to two-way traffic operations.
- Recognize traffic safety improvements required at this intersection.

Staff has recognized funding assistance from the Iowa DOT's Traffic Engineering Assistance Program (TEAP) as an excellent opportunity to perform the traffic engineering study. The purpose of this TEAP program is to identify cost-effective traffic safety and operational improvements as well as potential funding sources to implement the recommendations. The TEAP program will fund up to 100 hours of consultant time required to perform this traffic engineering study, where no local match is required. Staff is requesting council approval for the Public Works Director to apply for the Iowa DOT's Traffic Engineering Assistance Program to perform a traffic engineering study at the intersection of 2nd Avenue West & Buxton Street. Staff is recommending council to approve the resolution to apply for the TEAP funding assistance program as presented.



— PUBLIC WORKS —

September 8, 2020

Jim Armstrong, P.E.
District 5 Engineer
Iowa DOT Highway Administrations
205 E. 227th Street
Fairfield, IA 52556

RE: Request funding from Traffic Engineering Assistance Program for the intersection of 2nd Avenue West (State Highway 92) and Buxton Street in Indianola, Iowa.

Dear Mr. Armstrong:

The City of Indianola has begun the process to redevelop its downtown area. As part of these improvements, the city will be converting Howard Street and Buxton Street from one-way to two-way traffic operations. If the traffic operations on Buxton Street is converted to two-way traffic operations, then traffic safety improvements will need to be recognized at the signalized intersection of State Highway 92 (2nd Avenue West) and Buxton Street by conducting a traffic engineering study.

We have recently partnered with Iowa DOT, by using the ICAAP-SWAP funds, to update the signal timings and to improve the traffic signal progression for all the signalized intersections in the City of Indianola. However, the existing traffic signal controller and cabinet at this intersection of State Highway 92 and Buxton Street is so obsolete that this is the only intersection within the city limits where it is currently not connected, either by fiber-optic cables or by a GPS device, for a reliable signal timing progression. Therefore, this traffic engineering study is an excellent opportunity for the City of Indianola and the Iowa DOT to identify traffic safety improvements at this intersection.

One of the main objectives of the proposed traffic engineering study is to conduct a signal warrant analysis to evaluate if the traffic signal is warranted at this subject intersection after Buxton Street is converted to two-way traffic operations. Since Buxton Street has also been recognized in the Elevate Indianola Comprehensive Plan as a major bike route, additional traffic safety improvements will also need to be analyzed at this intersection.

The City of Indianola is requesting funding assistance from the Iowa DOT's Traffic Engineering Assistance Program (TEAP) to perform the above-mentioned traffic engineering study and to continue partnership with Iowa DOT to improve the safety of the Highway 92 corridor.

If you have any questions, please do not hesitate to contact me at (515) 962-5292 or at apal@indianolaiowa.gov .

Sincerely,

A handwritten signature in blue ink that reads "Akhilesh Pal". The signature is written in a cursive style with a horizontal line underneath the name.

Akhilesh Pal, P.E.
Public Works Director
City of Indianola

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AN APPLICATION TO THE TRAFFIC ENGINEERING ASSISTANCE PROGRAM GRANT PROGRAM TO PERFORM A TRAFFIC ENGINEERING STUDY AT THE INTERSECTION OF 2ND AVENUE WEST & BUXTON STREET

WHEREAS, the City of Indianola has recognized the need for downtown streetscape improvements; and

WHEREAS, the downtown streetscape improvements require the need to evaluate the conversion of Howard Street and Buxton Street from one-way to two-way traffic operations; and

WHEREAS, the conversion to two-way traffic operations requires the need for a traffic engineering study to recognize traffic safety improvements at the signalized intersection of 2nd Avenue West (State Highway 92) and Buxton Street; and

WHEREAS, the City of Indianola recognizes the Traffic Engineering Assistance Program (TEAP) Grant, from the Iowa Department of Transportation (DOT), as an excellent opportunity to perform this traffic engineering study.

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

Section 1: The Public Works Director is authorized to apply for funding assistance from the Traffic Engineering Assistance Program to perform the traffic engineering study to recognize traffic safety improvements at the signalized intersection of 2nd Avenue West and Buxton Street.

Section 2. If the TEAP grant is awarded, the City Manager, or his designee, is authorized to enter into an agreement or contract with the Iowa DOT regarding said grant.

Adopted this 8th day of September 2020.

Kelly B. Shaw,
Mayor

ATTEST:

Andrew J. Lent
City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution approving a Professional Services Agreement with Fischer Brothers LLC for removal and replacement of the Aquatic Center slide tower steps and decking.

Information

Fiscal Impact

Attachments

Slide Steps Memorandum

Avalanche Bid

Splashtacular Bid

Fischer Brothers Bid

Resolution Approving Agreement

Professional Services Agreement



— Parks and Recreation —

September 3, 2020

To: Mayor and City Council
 From: Doug Bylund, Parks and Recreation Director
 Cc: Ryan Waller, City Manager, Andy Lent, Director of Finance
 Re: Aquatic Center Slide Tower Steps Replacement

Below are the results of the bids that were received for the removal and replacement installation of the Aquatic Center Slide Tower steps and decking. The RFP was posted on the City’s website and posted to the Iowa League of Cities website. Staff also reached out to 8 companies in hopes they would submit bids. The current slide steps are “soft metal” and have developed several rust spots and holes that have required repair prior to the 2019 season and would have required repair prior to this season.

Vendor	Location	Steps Material	Total Cost
Fischer Brothers	Chippewa Falls, WI	Aluminum	\$31,910
Splashtacular	Paola, KS	Fiberglass	\$69,999
Avalanche Waterslide	St. Charles, MO	Fiberglass	\$87,280

\$41,000 was budgeted in the CIP budget for this replacement project.

We received quotes with two varying materials – Aluminum and Fiberglass. Below is a summary of benefits, concerns and references for both.

Aluminum	Fiberglass
Benefits	
Rust resistant	Rust resistant
Anti-slip surface	Anti-slip surface
Low maintenance	Low maintenance
Sturdiest material	Multiple colors available
Long Lasting	Long Lasting
Lower Cost	
Possible Concerns	
May conduct heat	UV exposure
May require coating	Surface edges will wear
	Not as sturdy as metal



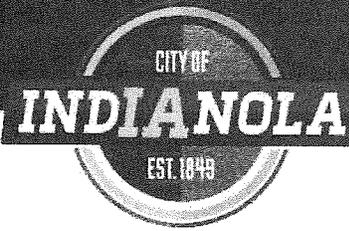
— Parks and Recreation —

References for both materials were positive in relation to sturdiness, durability, low maintenance and patron safety. Staff has questioned the possibility of excessive heat with the aluminum, but we have tested a sample by leaving it out in the afternoon sun and found the temperature to be less than the surrounding concrete. If the heat became a problem, we could add the same non-slip coating to the steps as we have now. Installations of the fiberglass have shown wear around the edges and have required additional coatings as well. One other disadvantage to the fiberglass is that it will require more bracing in the larger decking areas as it is not as sturdy.

Both Fischer Brothers and Splashtacular have provided materials and worked on other features at our Aquatic Center. Most recently Fischer Brothers installed the yellow slide and circulation pump and Splashtacular has provided the safety padding around the purple slide and lily pads. The references for each company spoke highly of their work and attention to detail, especially with regards to patron safety.

After consideration of the benefits and concerns of each material and the costs related, staff recommendation is for Fischer Brothers to perform the removal and installation of the slide steps and platforms and install the aluminum non-slip steps and decking.





Parks and Recreation

The City of Indianola Parks and Recreation Department is requesting bids for the removal and installation of platform decking and stairs on the waterslide tower at the Veterans Memorial Aquatic Center. See the attached original design.

Bids must include:

- Type of material: attach photos and/or samples
- Total Cost

Stainless Steel | Fiberglass
\$87,280.00

Please include the following with your bid:

- Warranty
- Specification for water tower project

Company Name: Avalanche Waterslides Contact: Taylor Stone

Address: 319 E 1st St, Chamois Mo 65244 Phone: 573-355-9021

Email: TaylorS@avalanchewaterslides.com

The City of Indianola reserves the right to accept or reject any or all quotes.

Any questions regarding this process are to be directed to Afton Bradley, Recreation Coordinator, by calling 515.961.9420 or via email abradley@indianolaiowa.gov

SCOPE OF WORK FOR

Veterans Memorial

MAINTENANCE SERVICES

\$21,422.00 for (A)
\$48,577.00 for (B)
\$10,000.00 for (C)
(Sales Taxes Excluded)

1. MAINTENANCE & RESTORATION SERVICES

Item	Amount \$\$	Notes
A	\$21,422.00	<p><u>Furnish Only – Treads & Decks(new pultruded fiberglass material) including Tread Support Angle Clips and all associated hardware:</u></p> <ul style="list-style-type: none"> - 33 stair treads - All landing decking. - All upper platform decking. - Freight Included.
B	\$48,577.00	<p><u>Labor to remove the items in item “A” and install the new items for items in “A”. In addition to itemized scope of work below:</u></p> <ul style="list-style-type: none"> - Includes equipment to dismantle and re-install. - Rust remediation on slide tower components to be treated with High Quality Zinc Rich cold galvanizer. - Adjust all rough slide seams on both slides for smooth transition during ride. - Repair fiberglass chips and blemishes on both slides. - Recaulk all slide seams on both slides. - Tighten loose fasteners/connections. - Reset loose column caps on slide tower. - Power wash entire slide tower to include slide exteriors and interiors as well as endcap faces.
C	\$10,000.00	<u>3 Stage buff, wax and polish both slide interiors.</u>
TOTAL COST:	\$79,999.00	<u>Total cost for Options A, B and C.</u>

2. TO BE PROVIDED BY OTHERS/EXCLUSIONS

- a. Any building permits, licenses, sales tax, allowances, and submissions as required by local authorities, surveying, brokers fees or additional site visits.
- b. Special equipment if an extended boom man lift cannot be used (this is what was part of the quote for equipment above)
- c. It is assumed our crews will have the ability to work between 8AM and 8PM seven (7) days a week as we deem necessary
- d. Parking to be provided at no extra charge to our crew
- e. Adequate access to the project area
- f. Prevailing or Union wage rates
- g. Covering of pool, pool deck, landscaping and any items near work area
- h. Replacement of any fiberglass.
- i. Replacement concrete anchor hardware of any kind unless specified above.
- j. Any items not specifically stated above.

NOTE: It is agreed that Splashtacular shall be permitted to process our work without interruption or delay. The purchaser hereby agrees that Splashtacular will be reimbursed in full for all costs associated with any delays. These reimbursable include, but are not limited to, re-mobilization costs and equipment rental/delivery fees. This agreement must become a part of the final contracts.

3. PAYMENT TERMS

- 50% Due to initiate contract and order materials. Payment due upon receipt of invoice.
- 35% Due upon 50% completion of on-site work. Payment due upon receipt of invoice.
- 15% Due upon completion of on-site work. Net 10 due upon receipt of invoice.

4. SCHEDULE

- 3 - 6 weeks from receipt of order for procurement of materials.
- 7 - 10 days to perform scope of work including final clean-up.

5. WARRANTY

- 2 years workmanship and materials.







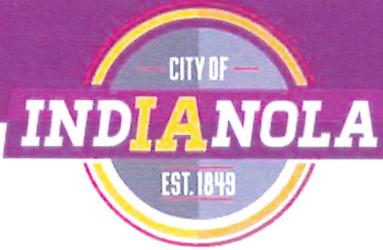


401 N. East Street
Paola, KS 66071

1.800.844.5334

www.splashtacular.com
sales@splashtacular.com

SPLASHTACULAR
Waterslides and Waterpark Attractions



— Parks and Recreation —

The City of Indianola Parks and Recreation Department is requesting bids for the removal and installation of platform decking and stairs on the waterslide tower at the Veterans Memorial Aquatic Center. See the attached original design.

Bids must include:

- Type of material: attach photos and/or samples
- Total Cost

Aluminum tread plate
(sample delivered in August 2019)
\$31,910

Please include the following with your bid:

- Warranty 12 years
- Specification for water tower project

Company Name: Fischer Bros. LLC Contact: Andrew Fischer

Address: 4750 W. Park Ave Phone: 608-769-5790

Email: andrew@waterslide restoration.com

The City of Indianola reserves the right to accept or reject any or all quotes.

Any questions regarding this process are to be directed to Afton Bradley, Recreation Coordinator, by calling 515.961.9420 or via email abradley@indianolaiowa.gov



Quotation

Date	Quote #	Quote Expires
7/13/2020	11696	10202020

City of Indianola
Parks and Recreation
2204 W 2nd Avenue
Indianola, IA 50125

TERMS	35% with PO, Balance Due Net 15	
	Project	PO No
	Replace Decking & Tre...	

Description	Total
Provide all materials, expertise, labor, supervision, and equipment for replacement of platform decking and stairs on waterslide tower located at Veterans Memorial Aquatic Center in Indianola. New decking material to be aluminum treadplate. Fasteners to be 316 grade Stainless steel. Stairs will be laser cut and bent out of the same material. 12 year material and workmanship warranty	31,910.00

To indicate acceptance of quoted work, sign and print below
 By: _____

Total \$31,910.00

_____ Date

Please print

Fischer Bros. LLC
 4750 W Park Avenue
 Chippewa Falls, WI 54729

Phone: 715-861-5232
 Cell: 715-214-8152
 Email: deb@watersliderestoration.com
 www.watersliderestoration.com

City of Indianola
RESOLUTION NO. 2020-_____

**RESOLUION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH FISCHER BROS. LLC FOR REMOVAL AND REPLACEMENT OF THE AQUATIC CENTER SLIDE TOWER
STEPS AND DECKING**

WHEREAS, the City Council of the City of Indianola, Iowa, is in need of engaging a provider for the removal and replacement of water slide tower steps and decking (hereinafter referred to as “Services”); and

WHEREAS, the Park and Recreation Department solicited quotes for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage Fischer Bros. LLC of Chippewa Falls, WI to perform the services; and

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement with Fischer Bros. LLC in the form attached as Exhibit “A”.

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

1. The Professional Services Agreement with Fischer Bros. LLC in the amount of \$31,910.00 for the Services is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Professional Services Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 8th day of September 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andy Lent, City Clerk/CFO

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 8th day of September 2020, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **Fischer Bros. LLC, 4750 W Park Avenue, Chippewa Falls, WI 54729**, hereinafter referred to as "SERVICE PROVIDER."

WHEREAS, the CITY is in need of removal and replacement water slide tower steps and decking, hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

WHEREAS, the SERVICE PROVIDER was determined by the City Council to be the best suited to meet the CITY's needs for the Services.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

The parties hereby agree to be bound by the terms and conditions and all promises contained in the proposal submitted by the SERVICE PROVIDER to the CITY, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as if set out in full. In addition, the parties agree as follows:

1. SERVICE PROVIDER shall be paid for the Water Slide Tower Steps and Decking Project in an amount not to exceed thirty-one thousand, nine hundred and ten Dollars (\$ 31,910.00) for said Services. SERVICE PROVIDER acknowledges and agrees that the CITY shall not issue payment until such time as CITY staff determines Services have been provided in accordance with Exhibit "A".

2. SERVICE PROVIDER shall indemnify and save harmless CITY, its agents, servants and employees from and against any claim, demand or cause of action arising out of negligent or intentional act or error or omission of SERVICE PROVIDER, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that SERVICE PROVIDER shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or any of its officers, agents or employees.

The execution of the agreement by SERVICE PROVIDER shall obligate SERVICE PROVIDER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

3. SERVICE PROVIDER and CITY shall discuss and mutually agree upon a schedule for the Services. SERVICE PROVIDER and CITY shall continue to discuss and review progress of the Services and make necessary adjustments as required by the CITY. Further, SERVICE PROVIDER shall not commence

operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY. Minimum insurance coverage shall be required as set out on Exhibit "B".

4. SERVICE PROVIDER shall comply with all applicable State, Federal and local laws and regulations and shall obtain or cause to be obtained all required permits to perform the Services.

5. This Agreement may be terminated immediately by either party for cause, or by the CITY for convenience upon fourteen (14) days' written notice to SERVICE PROVIDER, in which event SERVICE PROVIDER will be paid its compensation for services actually performed to termination date. "Cause" is defined to be, but not limited to, violation of any of the covenants, duties or terms of this Agreement. In the event that SERVICE PROVIDER abandons this Agreement or causes it to be terminated, SERVICE PROVIDER shall indemnify CITY against any loss resulting from this termination.

6. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

"CITY":

CITY OF INDIANOLA

By: _____

Kelly B. Shaw, Mayor

Attest: _____

Andrew J. Lent, City Clerk/CFO

"SERVICE PROVIDER":

By: Fischer Bros. LLC

Name: _____

Title: _____

Meeting Date: 09/08/2020

Subject

Resolution approving a contract for Wellness Center exterior crack repairs.

Information

With the assistance of Snyder & Associates, staff received bids to repair exterior structural cracks on the Indianola Wellness Center. The apparent low bidder was Western Waterproofing Company, Inc. of West Des Moines, Iowa for \$69,940 which Snyder and staff recommend for approval. The City is responsible for these repairs under the 28E agreement with the YMCA of Greater Des Moines. The repairs will be funded with rental revenue received from the YMCA specifically set aside for the maintenance of the facility.

Fiscal Impact

Attachments

- Wall Repair Memorandum
 - Snyder Memorandum
 - Repair Plans
 - Addendum
 - Resolution Approving Contract
 - Bid Letting Results
-



— CERK/FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, City Clerk/CFO
CC: Ryan Waller, City Manager
Date: 8 September 2020
Re: Wellness Center Wall Repair Project

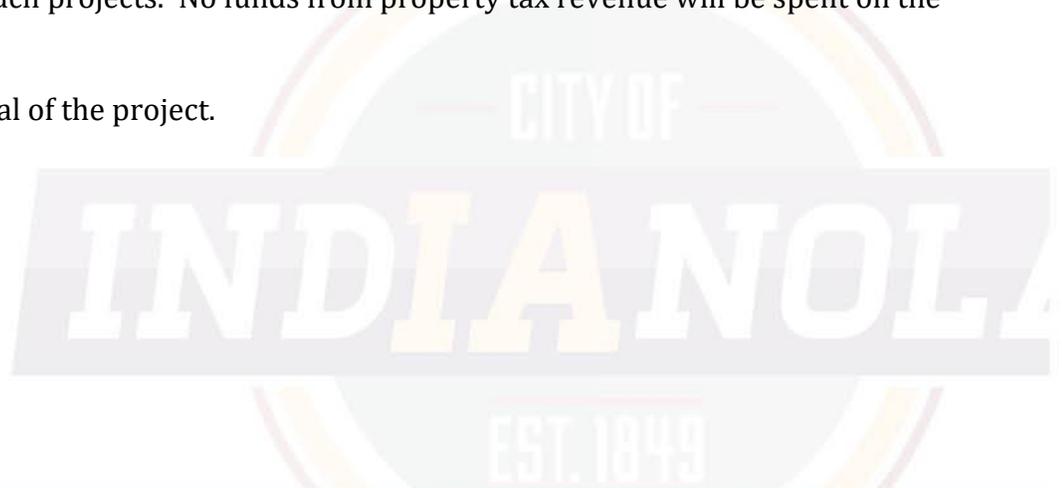
Cracking in the exterior wall structure of the Wellness Center has required the City to seek bids to grout the cracks and seal them before the cracks become larger. Under the previous and current 28E agreement with the YMCA of Greater Des Moines, the City is responsible for these exterior structural repairs.

Since the project was in the range for the competitive quote process, staff asked for the assistance of Craig German, an engineer with Snyder & Associates to develop plans and a bid packet for bidders to submit proposals. These proposals were received on Friday, August 28, 2020. I have included the bid packet with this memo. There was an addendum with this packet.

The quotes are listed on the bid tabulation included with this memo. The lowest bid is from Western Waterproofing from West Des Moines, Iowa and is recommended for approval by Mr. German.

It is important to note that the funds that would be spent on this project are from the Wellness Center Maintenance Fund from rental income paid by the YMCA of Greater Des Moines and specifically set aside for such projects. No funds from property tax revenue will be spent on the project.

Staff recommends approval of the project.



Memorandum

To: Prospective Bidders **Date:** July 31, 2020

From: Craig German, P.E.
Snyder & Associates, Inc.

CC: Charlie Dissell, City of Indianola
Ryan Waller, City of Indianola

RE: WELLNESS CENTER PRECAST WALL REPAIRS
CITY OF INDIANOLA

The City of Indianola is soliciting competitive quotations based on the attached plans to repair exterior precast walls, at Indianola Wellness Center located at 306 E Scenic Valley Ave. The repair location and details are shown on the attached plan sheets. Proposed work will include repairing precast surface cracks with surface repairs and epoxy crack injections, removing and replacing vertical joint sealant, removing replacing and sealing sidewalk joints at precast, preparing and sealing precast wall penetrations, repairing precast surface spalls, and where water staining is present and at repair locations, paint precast to match existing.

Please refer to the attached construction plans for limits and additional information.

This project will require close coordination with the City of Indianola in the determination of repair extents. The successful bidder will be required to meet the schedule and coordinate the work with City crews.

SEMI-FORMAL COMPETITIVE QUOTATION

Please prepare a Competitive Quotation to include all materials, equipment, and labor necessary to complete work indicated in close coordination with the City. Provide a lump sum total with the associated cost breakdown for the items identified on the attached form. Changes in project limits or conditions that produce changes in contract quantities will be adjusted at the unit price provided.

The successful bidder will be required to enter into a construction contract with the City of Indianola and provide material certification and evidence of quantity used.

Project Schedule

August 28, 2020
 September 8, 2020
 November 27, 2020

Competitive Quotation Due to the City of Indianola
 Award of Contract
 Final Completion Date

Any questions shall be directed to:

Craig German, P.E.
 Snyder & Associates, Inc.
 400 East Court Avenue
 Des Moines, IA 50309
 (515) 243-4477

COMPETITIVE QUOTE PROPOSAL

Wellness Center Precast Wall Repairs, City of Indianola
 Submit your signed proposal via email, fax or hard copy by 3:00 p.m., August 28, 2020 to:

Andrew Lent, City Clerk/CFO
alent@indianolaiowa.gov
 fax (515)-962-5246
 City of Indianola
 110 N. 1st Street
 Indianola, IA 50125

Description	Unit	Quantity	Unit Price	Extended Price
Surface Crack Repairs	LF	1300		
Epoxy Crack Injection	LF	10		
Vertical Joint Sealant Replacement	LF	120		
Sidewalk Joint Replacement	LF	15		
Precast Wall Penetration Sealant Replacement	EA	9		
Precast Surface Spall Repair	EA	6		
Paint Precast Wall at Staining and Repairs	SF	700		
Mobilization	LS	1		
TOTAL PROJECT QUOTE:				

ESTIMATE REFERENCE INFORMATION

Refer to sheets S0.00 through S2.09

Proposal Provided By:

City of Indianola

WELLNESS CENTER PRECAST WALL REPAIR

306 E Scenic Valley Ave, Indianola, IA 50125

STRUCTURAL DRAWINGS	
S0.00	NOTES
S1.01	PLAN - NORTH
S1.02	PLAN - SOUTH
S2.01	ELEVATIONS
S2.02	ELEVATION PHOTOS
S2.03	ELEVATIONS
S2.04	ELEVATION PHOTOS
S2.05	ELEVATIONS
S2.06	ELEVATION PHOTOS
S2.07	ELEVATIONS
S2.08	ELEVATION PHOTOS
S2.09	REPAIR TYPE



PROJECT LOCATION WITHIN INDIANOLA CITY

TITLE SHEET

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MARK	REVISION	DATE	BY

Engineer: AJG Checked By: TRV Scale: (AS NOTED)
 Technician: CH Date: 07/31/2020 Field Bk: Pg: Project No: 120.0039.01 Sheet COVER

WELLNESS CENTER PRECAST WALL REPAIR

TITLE SHEET

SNYDER & ASSOCIATES, INC.

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



Project No: 120.0039.01
 Sheet COVER

GENERAL

- THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND QUANTITIES PRIOR TO COMMENCING CONSTRUCTION. IF REPAIR QUANTITIES GREATLY EXCEED ESTIMATED QUANTITIES NOTIFY ENGINEER AND OWNER PRIOR TO WORK.
- ALL OF THE WORK TO BE DONE UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWINGS, THE GENERAL REQUIREMENTS OF DIVISION ONE, THE GENERAL CONDITIONS, THE SPECIFICATIONS, AND ANY ADDENDA THERETO.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUAINT THEMSELVES AND ALL SUPERVISORY PERSONNEL WITH THE ABOVE-NAMED DRAWINGS AND DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTING THE SITE OF THE PROPOSED WORK TO SATISFY THEMSELVES AS TO THE EXISTING CONDITIONS RELATIVE TO THE CONTRACT.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TEMPORARY SHORING/BRACING OF COLUMNS, BEAMS, JOISTS, ETC., AS REQUIRED BY ALL FEDERAL, STATE AND LOCAL AGENCIES HAVING JURISDICTION.
- DRAWINGS OF THE EXISTING BUILDING ARE AVAILABLE. THE CONTRACTOR MAY MAKE COPIES OF THESE EXISTING DRAWINGS FOR THEIR REFERENCE.
- CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. SHOULD ANY UTILITIES BE FOUND DIFFERENT THAN LOCATED THEY SHALL BE PROTECTED IN PLACE AND THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
- ALL CONSTRUCTION SHALL CONFORM TO INTERNATIONAL BUILDING CODE 2015 UNLESS NOTED OTHERWISE.
- IF CONFLICTS ARE FOUND BETWEEN DETAILS OR DIMENSIONS SHOWN ON STRUCTURAL PLANS NOTIFY THE ENGINEER IMMEDIATELY FOR CLARIFICATION PRIOR TO PERFORMING WORK.
- IN ANY CASE OF CONFLICT BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN. CONTRACTOR SHALL MAKE NO DEVIATION FROM DESIGN DRAWINGS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
- SHUCK-BRITSON IS A PART OF THE SNYDER & ASSOCIATES FAMILY.

DEMOLITION AND REMODELING

- THE INTENT OF THESE REPAIRS IS TO REPAIR OR REPLACE DETERIORATED ITEMS. MAINTAIN AND IMPROVE UPON EXISTING CONDITIONS.
- PENETRATIONS, ANCHORS, PRECAST DETERIORATION, AND EXISTING EQUIPMENT AND FIXTURES SHOWN ON THE DRAWINGS MAY NOT REPRESENT ALL CONDITIONS AND LOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR ADDRESS ALL SUCH INSTANCES WITHIN THE INDICATED PROJECT SCOPE AREA.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO ENSURE THAT PARTS OF THE STRUCTURE TO BE PRESERVED ARE NOT DAMAGED BY THE APPLICATION OF EXCESSIVE LOADS OR BY ANY OTHER MEANS, AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGE CAUSED.
- ENSURE SAFE PASSAGE OF PERSONS AROUND AREA OF DEMOLITION AND CONSTRUCTION. CONDUCT OPERATIONS TO PREVENT INJURY TO ADJACENT BUILDINGS, STRUCTURES, EQUIPMENT AND OTHER FACILITIES AND PERSONS.
- EXISTING STRUCTURE SHALL BE TEMPORARILY SHORED AS REQUIRED TO PERFORM CONSTRUCTION SHOWN HEREIN. MEMBERS SHALL BE REMOVED IN SUCH A MANNER AS NOT TO DAMAGE EXISTING STRUCTURE. POCKETS SHALL BE GROUTED SOLID.
- ALL REMOVALS OF EXISTING CONCRETE SHALL BE INITIATED WITH A NEAT, 1/2" DEEP STRAIGHT SAW CUT.
- PROTECT EXISTING REINFORCING STEEL IN PLACE. EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING REINFORCEMENT.
- EXACT LOCATION OF EXISTING REINFORCEMENT IS TO BE DETERMINED BY THE CONTRACTOR USING A REBAR LOCATOR OR SIMILAR METHOD.
- CONTRACTOR RESPONSIBLE TO REPAIR DAMAGED EXISTING REINFORCEMENT TO THE SATISFACTION OF THE ENGINEER/OWNER. CONTRACTOR RESPONSIBLE FOR ALL COSTS AND DELAYS ASSOCIATED WITH THE REPAIR.
- IN THE EVENT OF CONFLICTS, NOTIFY ENGINEER PRIOR TO FIELD MODIFICATIONS OF DETAILS, CONNECTIONS, OR DIMENSIONS SHOWN ON THE CONTRACT DRAWINGS.
- PAINT EXTERIOR PRECAST WALL WITH MATCHING COLOR WHERE WATER STAINING IS PRESENT AND WHERE SURFACE REPAIRS ARE MADE.
- BUG HOLES ARE PRESENT ON EXTERIOR PRECAST WALLS. NO REMEDIATION OF THESE ALONE ARE WITHIN THE SCOPE OF WORK.
- IF DELAMINATION OF PRECAST IS FOUND, THE ENGINEER SHALL BE NOTIFIED AND ALTERNATE REPAIR WILL BE RECOMMENDED.
- TYPICAL EXTERIOR PRECAST WALL IS 12" THICK INSULATED SANDWICH PANEL. THE PRECAST WALL IS COMPOSED OF A 4" EXTERIOR WYTHE, 3" OF INSULATION, AND A 5" INTERIOR WYTHE.

PRECAST CONCRETE (SPALL) REPAIR MATERIALS

- CONCRETE REPAIR MATERIAL TO BE BASF/MASTER BUILDERS MASTEREMACO N425, OR APPROVED EQUAL (SIKA AND TREMCO).
- USE ALL PRODUCTS IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION INCLUDING ANY AND ALL SURFACE PREPARATION.

SEALANT NOTES

- ALL FAILED SEALANT SHOULD BE REMOVED AND REPLACED WITH NEW, INCLUDING NEW CLOSED CELL BACKER ROD.
- ALL MANUFACTURED INSTALLATION REQUIREMENTS OF THE NEW SEALANT SHOULD BE FOLLOWED, INCLUDING PROPER DEPTH OF NEW SEALANT BASED ON EXISTING OPENING WIDTHS.
- THE EXISTING SURFACES SHOULD HAVE ALL EXISTING SEALANT REMOVED PER NEW SEALANT MANUFACTURER'S RECOMMENDATIONS.
- USE MASTER BUILDERS MASTERSEAL NP 2 POLYURETHANE SEALANT OR APPROVED EQUAL (SIKA AND TREMCO) ON EXTERIOR JOINTS.
- PERFORM AN ADHESION TEST PRIOR TO INSTALLING THE NEW SEALANTS TO DETERMINE IF THE SURFACE PREPARATION TECHNIQUES ARE ADEQUATE AND TO DETERMINE IF A PRIMER NEEDS TO BE USED PRIOR TO INSTALLING THE SEALANTS.

EPOXY INJECTION

- INJECT CRACKS WIDER THAN 0.05 INCH TO A DEPTH OF 4 INCHES OR THE FULL THICKNESS OF THE EXTERIOR WYTHE.
- CLEAN CRACKS WITH OIL-FREE COMPRESSED AIR OR LOW-PRESSURE WATER TO REMOVE LOOSE PARTICLES OR AS RECOMMENDED BY MANUFACTURER. CLEAN AREAS TO RECEIVE CAPPING ADHESIVE OF OIL, DIRT, AND OTHER SUBSTANCES THAT WOULD INTERFERE WITH BOND.
- PLACE INJECTION PORTS AS RECOMMENDED BY EPOXY MANUFACTURER. SPACING NO FARTHER APART THAN THICKNESS OF MEMBER BEING INJECTED. SEAL INJECTION PORTS WITH CAPPING ADHESIVE. USE BASF/MASTER BUILDERS MASTEREMACO ADH 327 RS OR APPROVED EQUAL FOR INJECTION PORTS.
- SEAL CRACKS AT EXPOSED SURFACES WITH A RIBBON OF CAPPING ADHESIVE AT LEAST 1/4 INCH THICK BY 1 INCH WIDER THAN CRACK.
- INJECT EPOXY ADHESIVE, BEGINNING AT WIDEST PART OF CRACK AND WORKING TOWARD NARROWER PARTS. INJECT ADHESIVE INTO PORTS TO REFUSAL. CAPPING ADJACENT PORTS WHEN THEY EXTRUDE EPOXY. CAP INJECTED PORTS AND INJECT THROUGH ADJACENT PORTS UNTIL CRACK IS FILLED.
- AFTER EPOXY ADHESIVE HAS SET, REMOVE INJECTION PORTS AND GRIND SURFACES SMOOTH.
- USE BASF/MASTER BUILDERS MASTERINJECT 1380 OR APPROVED EQUAL (SIKA AND TREMCO) ON EPOXY INJECTION REPAIRS.

SURFACE CRACK REPAIRS

- PERFORM FOR CRACKS LESS THAN 0.05 INCH.
- ADHERE TO ALL MANUFACTURE INSTALLATION REQUIREMENTS, INCLUDING PROPER PREPARATION AND APPLICATION.
- USE BASF/MASTER BUILDERS MASTER PROTECT H 1000 OR APPROVED EQUAL (SIKA AND TREMCO) ON SURFACE CRACK REPAIRS.

ESTIMATED QUANTITIES				
ITEM NO.	ITEM	UNIT	TOTAL	AS BUILT QUAN.
1	SURFACE CRACK REPAIR	LF	1300	
2	EPOXY CRACK INJECTION	LF	10	
3	VERTICAL JOINT SEALANT REPLACEMENT	LF	120	
4	SIDEWALK JOINT REPLACEMENT	LF	15	
5	PRECAST WALL PENETRATION SEALANT REPLACEMENT	EA	9	
6	PRECAST SURFACE SPALL REPAIR	EA	6	
7	PAINT PRECAST WALL AT STAINING AND REPAIRS	SF	700	

WELLNESS CENTER PRECAST WALL REPAIR

NOTES

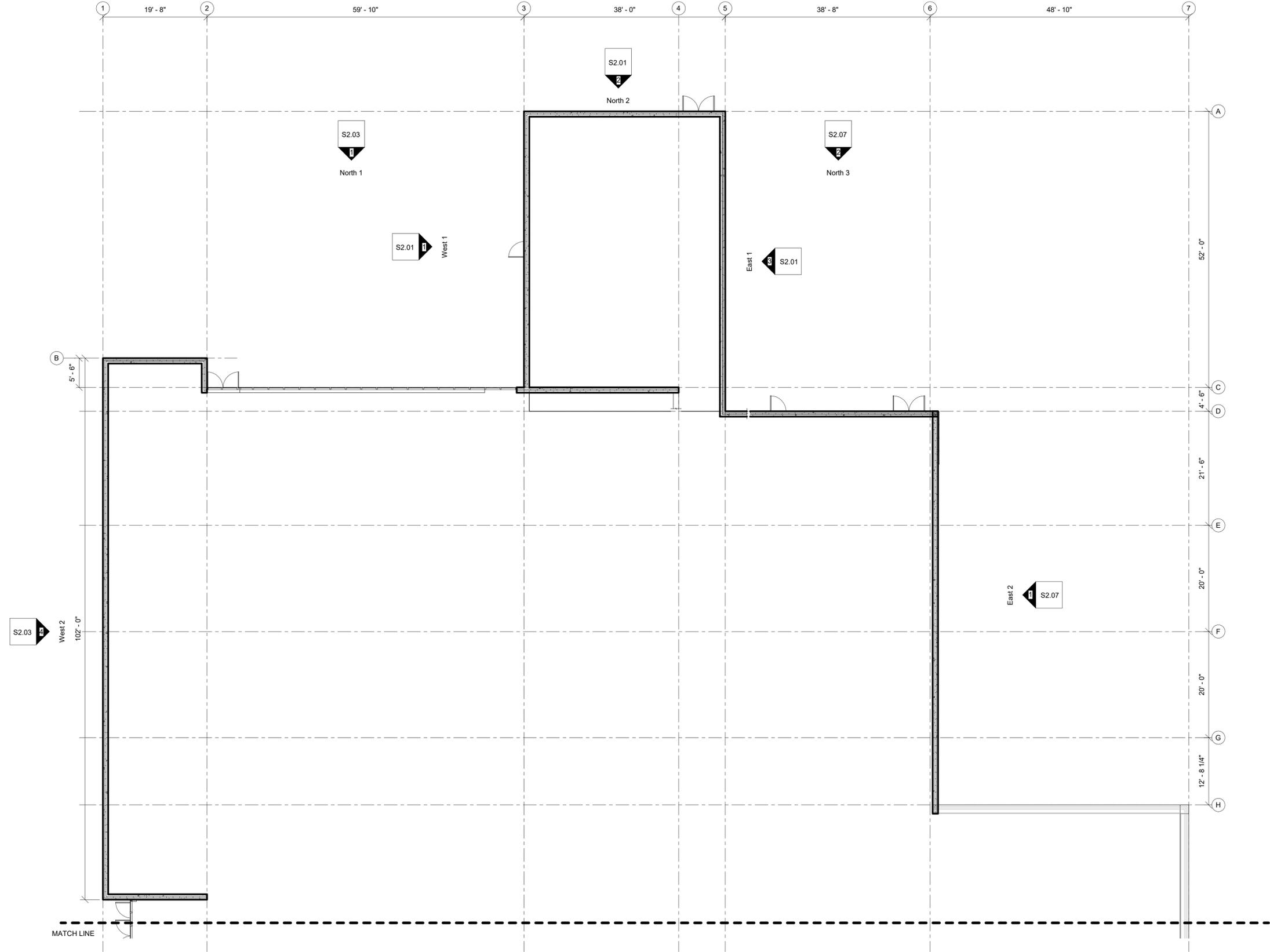
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com



Project No: 120.0039.01

Sheet S0.00

MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	
Technician: CH	Date: 07/31/2020	Field Bk:	
		Project No: 120.0039.01	Sheet S0.00



1 FLOOR PLAN - NORTH
1" = 10'-0"

MARK	REVISION	DATE	BY

Engineer: AJG
Checked By: TRV
Date: 07/31/2020
Scale: (AS NOTED)
Field Bk: Pg: Project No: 120.0039.01

Sheet S1.01

WELLNESS CENTER PRECAST WALL REPAIR

PLAN - NORTH

SNYDER & ASSOCIATES, INC.

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



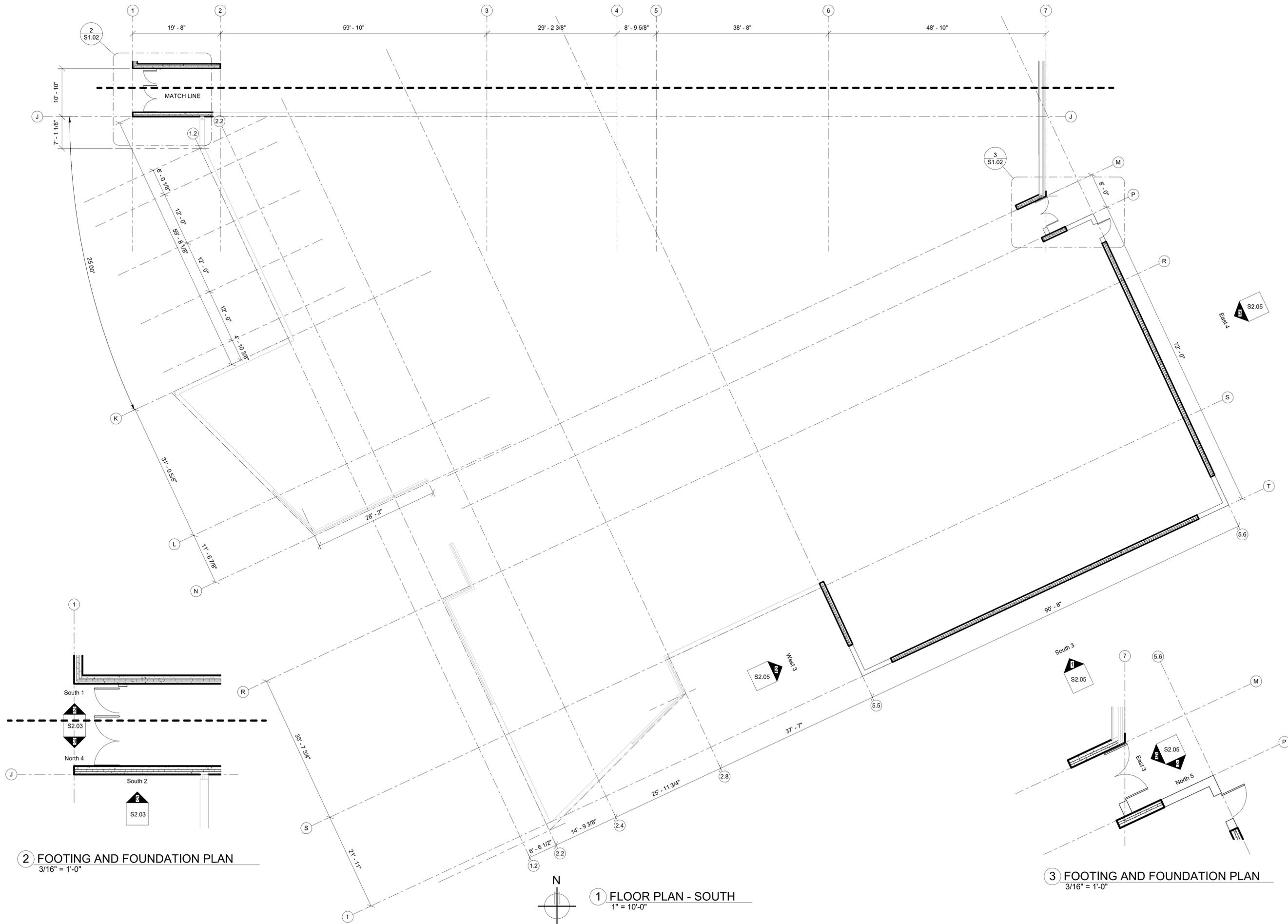
Project No: 120.0039.01

Sheet S1.01

PLAN - SOUTH

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2 FOOTING AND FOUNDATION PLAN
3/16" = 1'-0"

1 FLOOR PLAN - SOUTH
1" = 10'-0"

3 FOOTING AND FOUNDATION PLAN
3/16" = 1'-0"

WELLNESS CENTER PRECAST WALL REPAIR

PLAN - SOUTH



SNYDER & ASSOCIATES

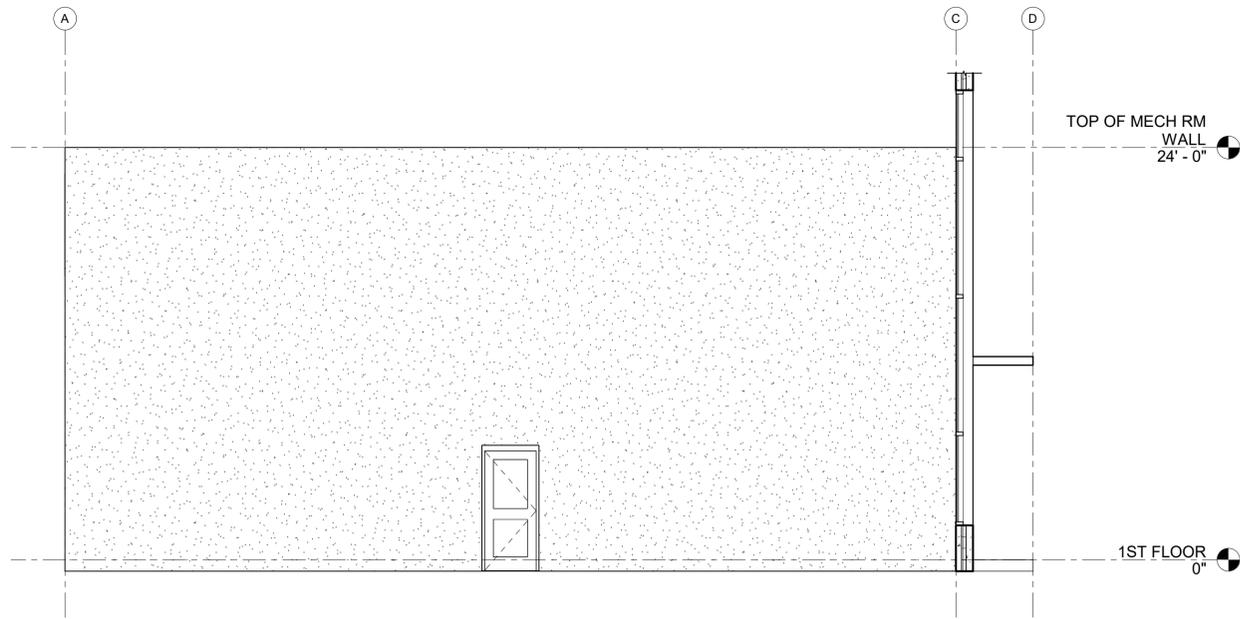
Project No: 120.0039.01

Sheet S1.02

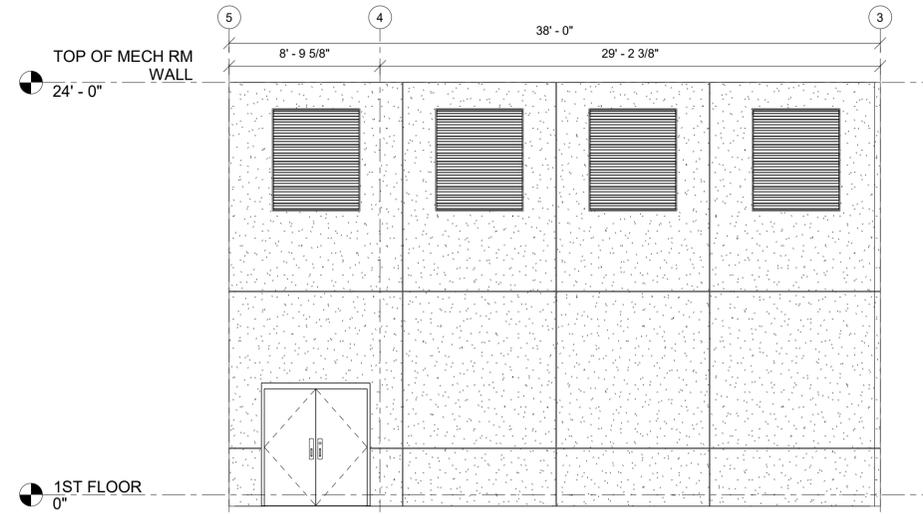
2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	
Technician: CH	Date: 07/31/2020	Field Bk:	

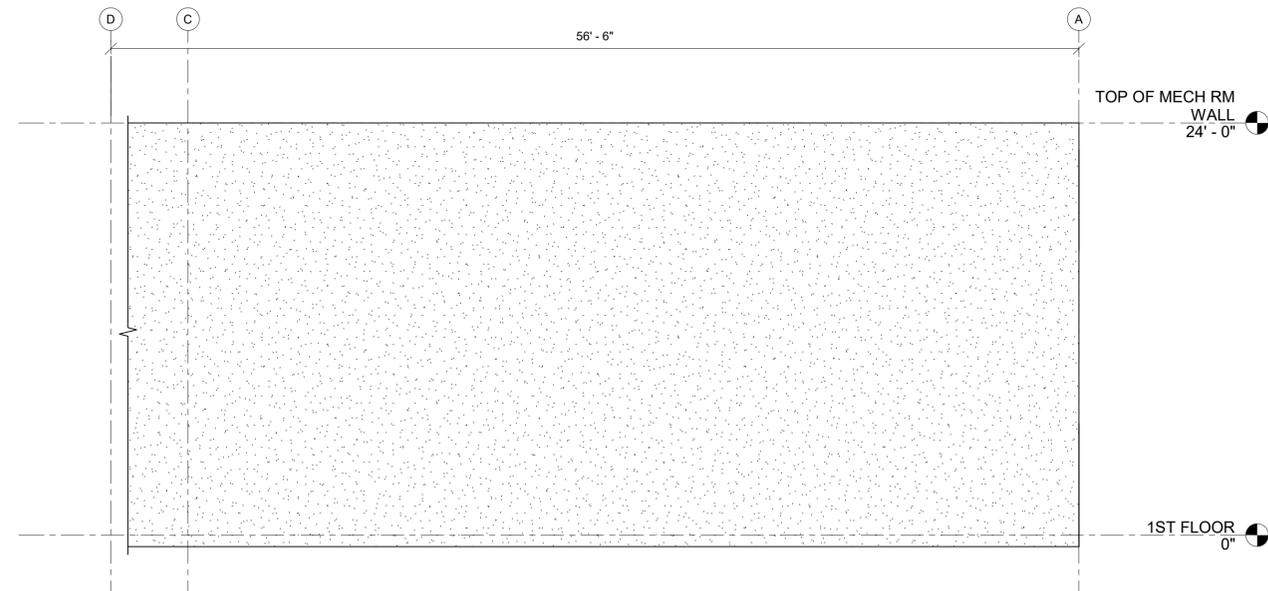
Project No: 120.0039.01 Sheet S1.02



1 West 1
3/16" = 1'-0"



2 North 2
3/16" = 1'-0"



3 East 1
3/16" = 1'-0"

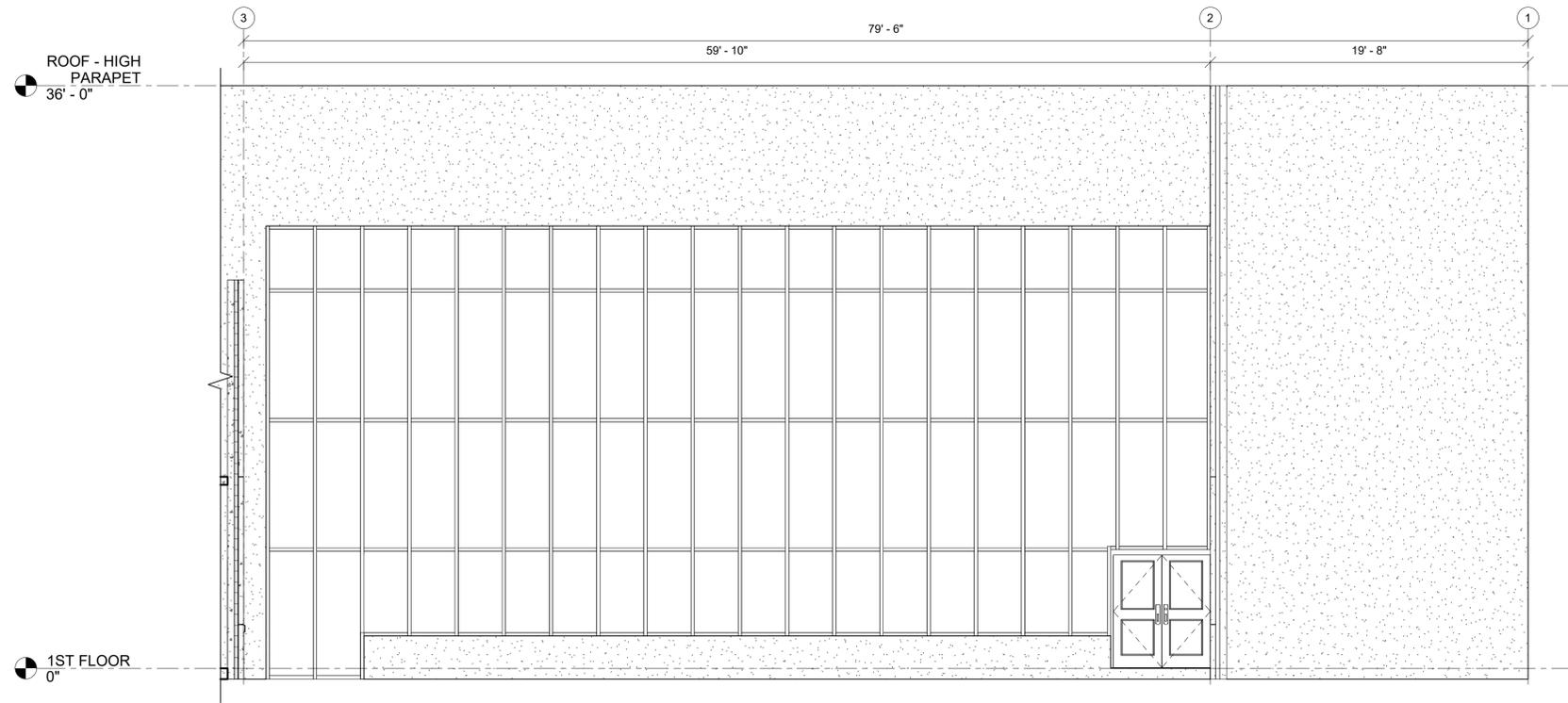
MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	
Technician: CH	Date: 07/31/2020	Field Bk:	Pg:

WELLNESS CENTER PRECAST WALL REPAIR
ELEVATIONS
SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
 ANKENY, IOWA 50023
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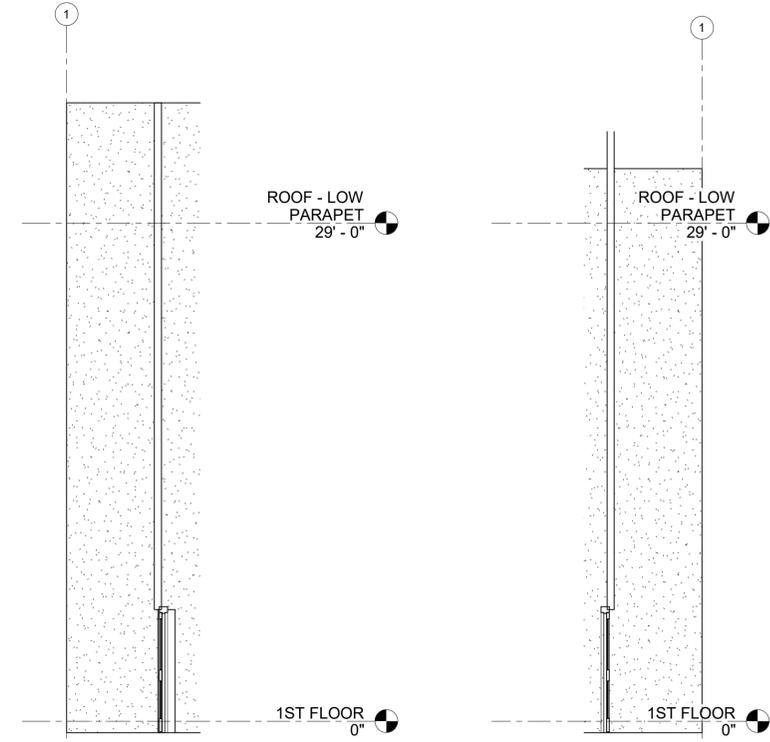
Project No: 120.0039.01
 Sheet S2.01

ELEVATIONS



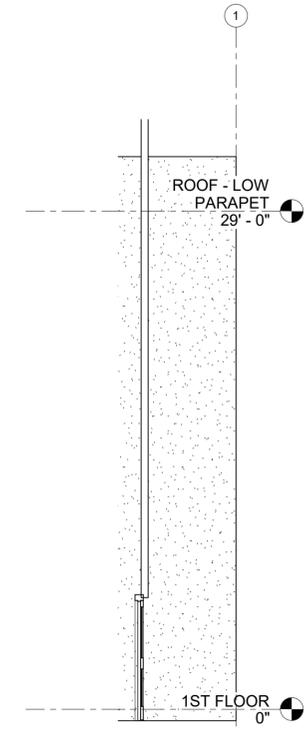
1 North 1
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



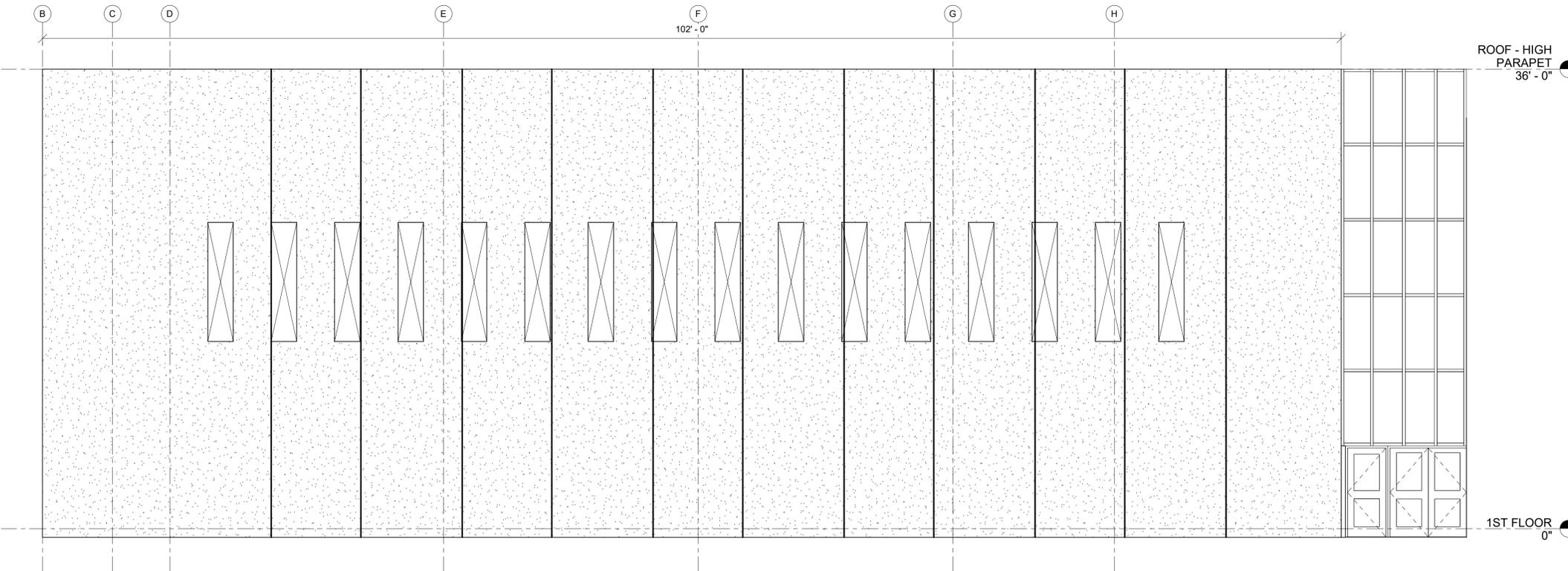
2 South 1
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



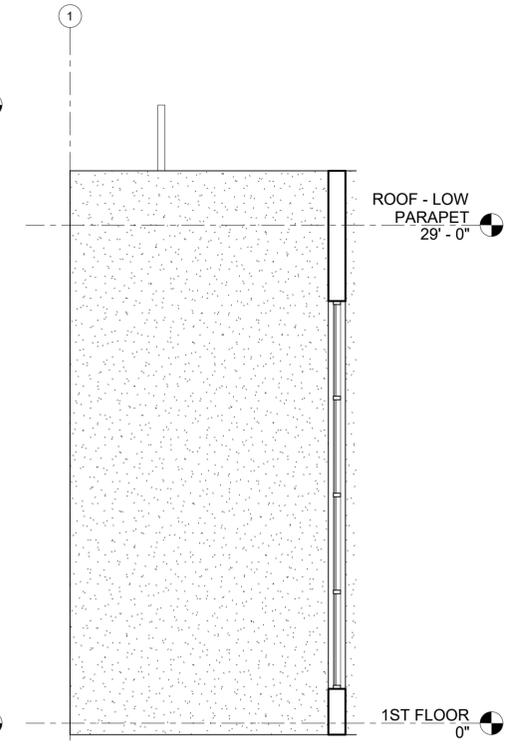
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3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



4 West 2
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



5 South 2
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.

MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	Field Bk:
Technician: CH	Date: 07/31/2020	Project No: 120.0039.01	Sheet S2.03

WELLNESS CENTER PRECAST WALL REPAIR

ELEVATIONS

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
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Project No: 120.0039.01

Sheet S2.03

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1 North 1
NTS



3 South 1
NTS



5 North 4
NTS



4 West 2
NTS

SIDEWALK JOINT REPLACEMENT AND
PRECAST SURFACE SPALL REPAIR



2 South 2
NTS

MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	
Technician: CH	Date: 07/31/2020	Field Bk:	Pg:

Project No: 120.0039.01 Sheet S2.04

WELLNESS CENTER PRECAST WALL REPAIR

ELEVATION PHOTOS

SNYDER & ASSOCIATES, INC.

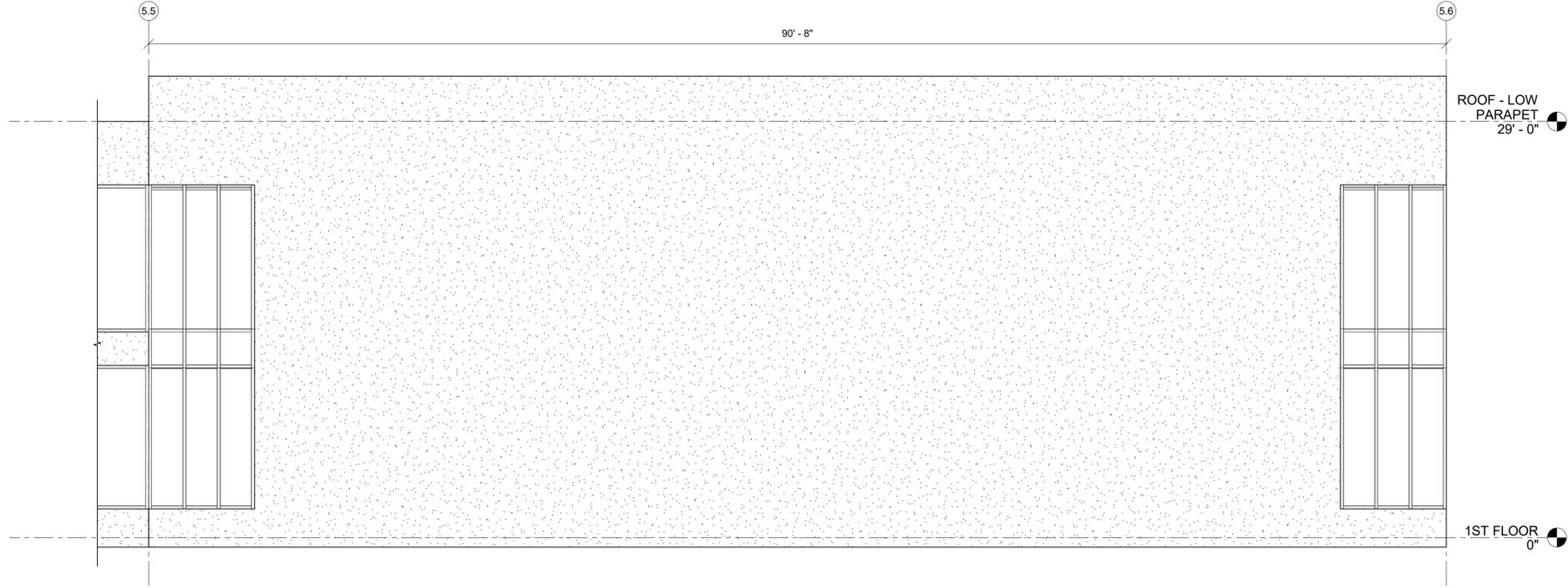
2727 S.W. SNYDER BLVD.
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Project No: 120.0039.01

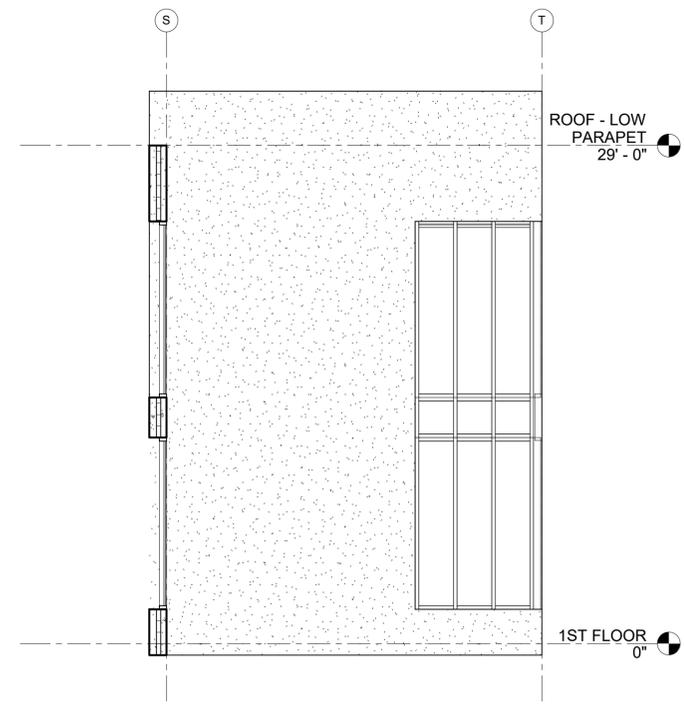
Sheet S2.04

ELEVATIONS



1 South 3
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



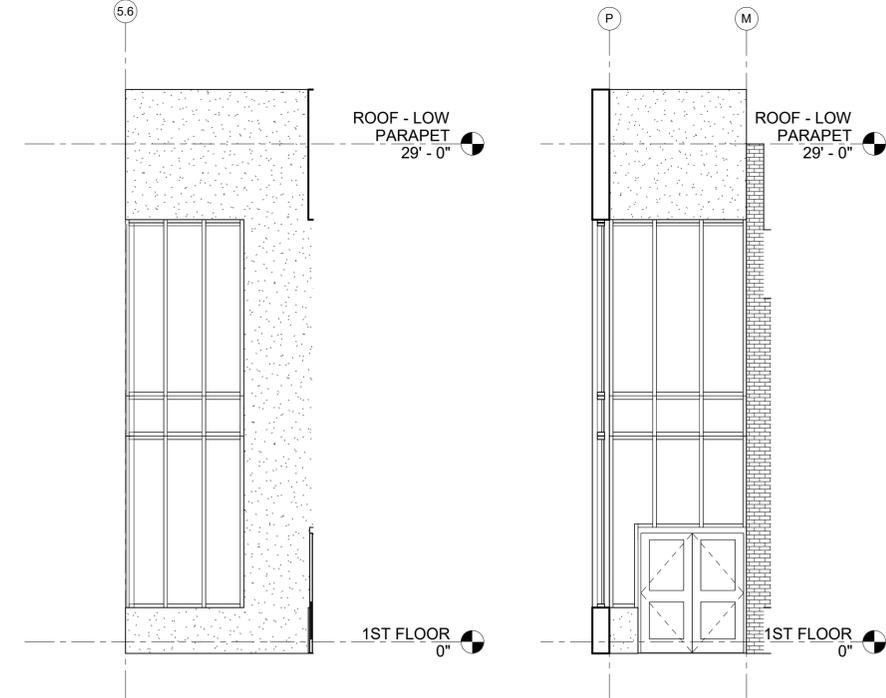
2 West 3
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



3 East 4
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



4 North 5
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.

5 East 3
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.

MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	
Technician: CH	Date: 07/31/2020	Field Bk:	Pg:

Project No: 120.0039.01
Sheet S2.05

WELLNESS CENTER PRECAST WALL REPAIR

ELEVATIONS

SNYDER & ASSOCIATES, INC.

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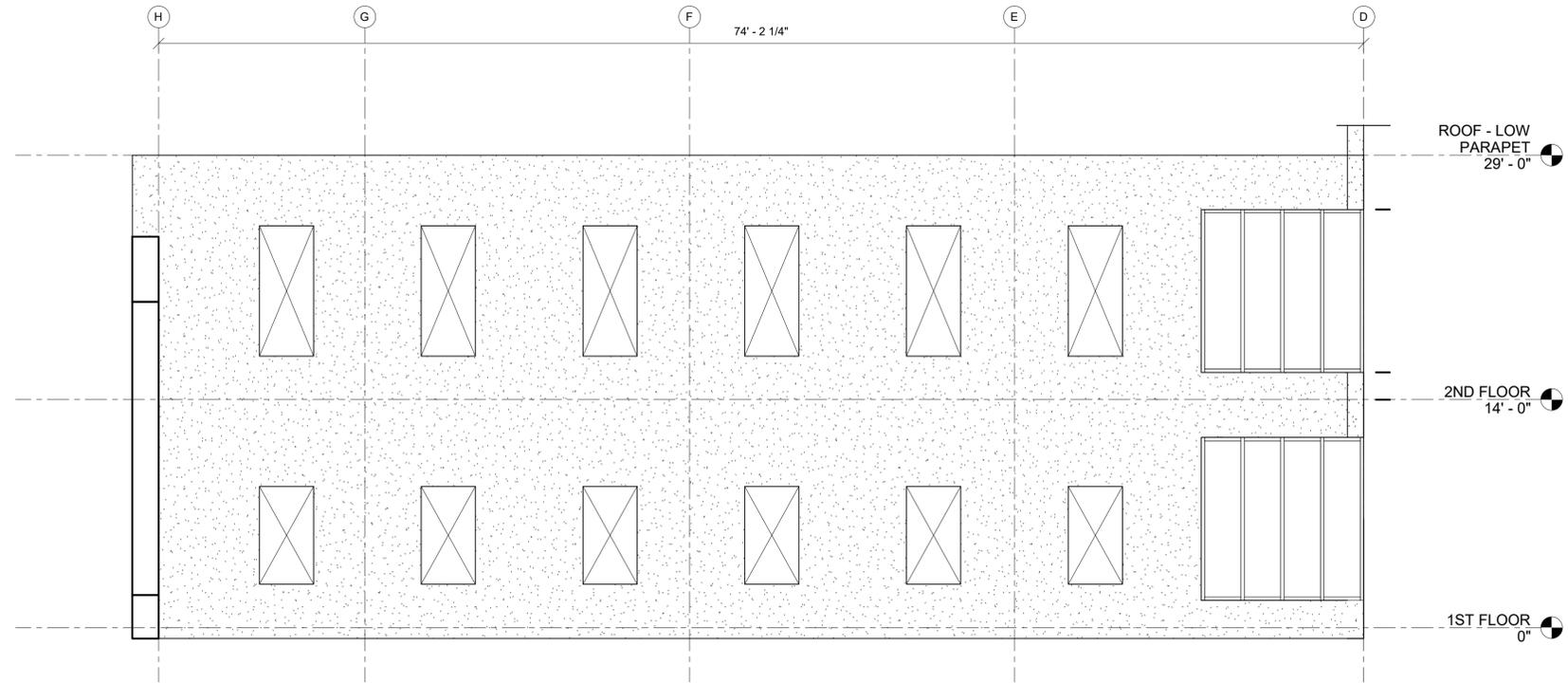


Project No: 120.0039.01

Sheet S2.05

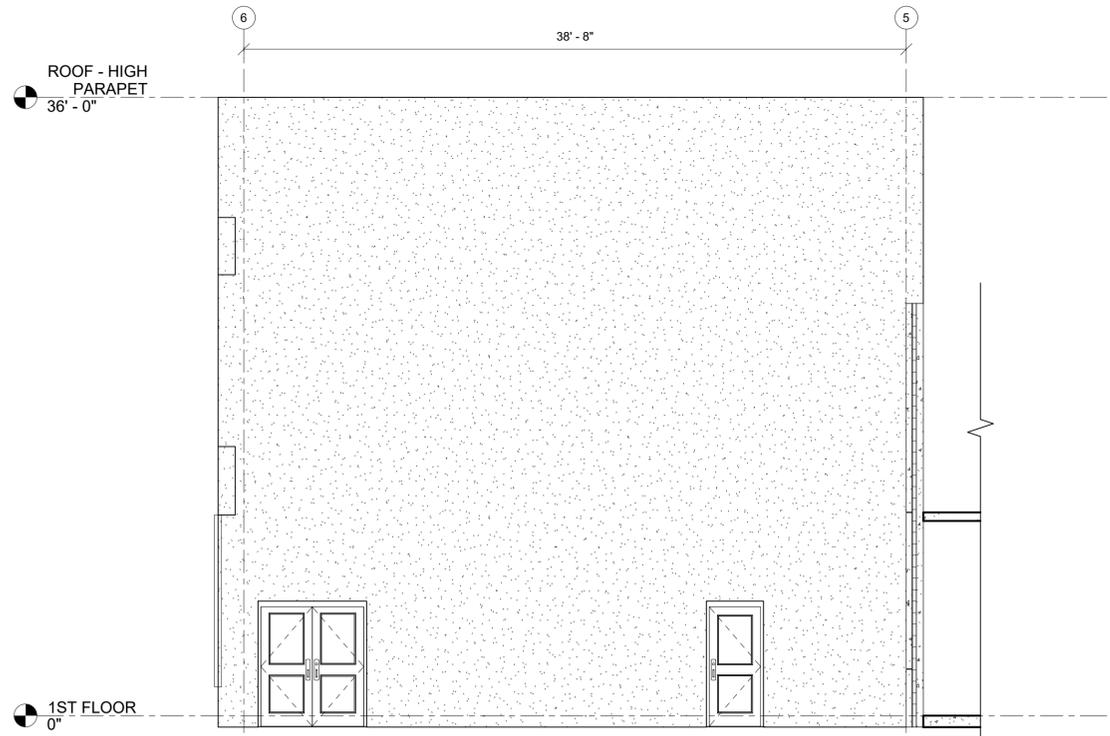
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① East 2
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.



② North 3
3/16" = 1'-0"

NOTE: SEE PHOTOS FOR EXTENTS OF REPAIRS.

MARK	REVISION	DATE	BY
Engineer:	AJG	Checked By:	TRV
Technician:	CH	Date:	07/31/2020
Project No.:	120.0039.01	Field Bk.:	
			Scale: (AS NOTED)
			Pg.:
			Sheet S2.07

WELLNESS CENTER PRECAST WALL REPAIR

ELEVATIONS

SNYDER & ASSOCIATES, INC.

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Project No: 120.0039.01

Sheet S2.07



① East 2
NTS

PRECAST WALL
PENETRATION
SEALANT
REPLACEMENT

WELLNESS CENTER PRECAST WALL REPAIR

ELEVATION PHOTOS

SNYDER & ASSOCIATES, INC.

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associates.com



Project No: 120.0039.01

Sheet S2.08

MARK	REVISION	DATE	BY
Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)	
Technician: CH	Date: 07/31/2020	Field Bk:	Pg:
Project No: 120.0039.01			Sheet S2.08



1 Typ. Precast Surface Crack <0.05" - Surface Crack Repair
NTS



2 Typ. Crack >0.05" - Epoxy Crack Injection
NTS



3 Typ. Failed Sealant - Vertical Joint Sealant Replacement



4 Typ. Sidewalk Joint - Sidewalk Joint Replacement



5 Typ. Precast Wall Penetration - Precast Wall Penetration Sealant Replacement



6 Typ. Precast Surface Spall - Precast Surface Spall Repair



7 Typ. Water Stain - Paint Precast Wall at Staining and Repairs



8 Typ. Precast Bug Holes - No Action Required

MARK	REVISION	DATE	BY
	Engineer: AJG	Checked By: TRV	Scale: (AS NOTED)
	Technician: CH	Date: 07/31/2020	Field Bk: Pg:

WELLNESS CENTER PRECAST WALL REPAIR

REPAIR TYPE

SNYDER & ASSOCIATES, INC.

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



Project No: 120.0039.01
Sheet S2.09

Date: August 26, 2020
Project: WELLNESS CENTER PRECAST WALL REPAIRS
Project Number: 120.0039.01
Client: Indianola City
Project Location: 306 E Scenic Valley Ave, Indianola, IA 50125

This Addendum forms a part of the Contract Documents and modifies the original Bidding Documents dated July 31, 2020 as noted below. The Bidder shall acknowledge receipt of this Addendum in the space provided on the Memorandum. Failure to do so may subject the Bidder to disqualification.

PROJECT PLANS**SHEET S0.00:****SURFACE CRACK REPAIRS**

Note 3. Remove existing note and replace with:

“ROUT OUT CRACKS TO A MINIMUM OF 1/4 BY 1/4 INCH AND INSTALL MASTERSEAL NP1 SEALANT OR MASTERSEAL NP150 SEALANT AND TOOL FLAT OR APPROVED EQUAL ON SURFACE CRACK REPAIRS.”

DEMOLITION AND REMODELING

Note 11. Remove existing note and replace with:

“POWER WASH THE PRECAST BUILDING EXTERIOR TO PREP SURFACE. PAINT EXTERIOR PRECAST WALLS WITH MASTERPROTECT EL 750 OR APPROVED EQUAL MATCHING EXISTING COLOR. PROVIDE 2FT BY 2FT MOCKUP TO BE REVIEWED AND APPROVED BY OWNER PRIOR TO COMMENCING WORK.”

ESTIMATED QUANTITIES

Item No. 7 change total from 700 to 18,690.

MEMORANDUM

Change estimated quantity for item No. 7 from 700 to 18,690.

Add acknowledgement of addendum line item.

END OF ADDENDUM

GENERAL

- THE CONTRACTOR SHALL VERIFY ALL EXISTING DIMENSIONS AND QUANTITIES PRIOR TO COMMENCING CONSTRUCTION. IF REPAIR QUANTITIES GREATLY EXCEED ESTIMATED QUANTITIES NOTIFY ENGINEER AND OWNER PRIOR TO WORK.
- ALL OF THE WORK TO BE DONE UNDER THIS CONTRACT SHALL BE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE DRAWINGS, THE GENERAL REQUIREMENTS OF DIVISION ONE, THE GENERAL CONDITIONS, THE SPECIFICATIONS, AND ANY ADDENDA THERETO.
- IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO ACQUAINT THEMSELVES AND ALL SUPERVISORY PERSONNEL WITH THE ABOVE-NAMED DRAWINGS AND DOCUMENTS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTING THE SITE OF THE PROPOSED WORK TO SATISFY THEMSELVES AS TO THE EXISTING CONDITIONS RELATIVE TO THE CONTRACT.
- THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING ALL TEMPORARY SHORING/BRACING OF COLUMNS, BEAMS, JOISTS, ETC., AS REQUIRED BY ALL FEDERAL, STATE AND LOCAL AGENCIES HAVING JURISDICTION.
- DRAWINGS OF THE EXISTING BUILDING ARE AVAILABLE. THE CONTRACTOR MAY MAKE COPIES OF THESE EXISTING DRAWINGS FOR THEIR REFERENCE.
- CONTRACTOR SHALL DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. SHOULD ANY UTILITIES BE FOUND DIFFERENT THAN LOCATED THEY SHALL BE PROTECTED IN PLACE AND THE ENGINEER SHALL BE IMMEDIATELY NOTIFIED. THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY THEIR FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UTILITIES.
- ALL CONSTRUCTION SHALL CONFORM TO INTERNATIONAL BUILDING CODE 2015 UNLESS NOTED OTHERWISE.
- IF CONFLICTS ARE FOUND BETWEEN DETAILS OR DIMENSIONS SHOWN ON STRUCTURAL PLANS NOTIFY THE ENGINEER IMMEDIATELY FOR CLARIFICATION PRIOR TO PERFORMING WORK.
- IN ANY CASE OF CONFLICT BETWEEN THE NOTES, DETAILS AND SPECIFICATIONS, THE MOST STRINGENT REQUIREMENTS SHALL GOVERN. CONTRACTOR SHALL MAKE NO DEVIATION FROM DESIGN DRAWINGS WITHOUT WRITTEN APPROVAL OF THE ENGINEER.
- SHUCK-BRITSON IS A PART OF THE SNYDER & ASSOCIATES FAMILY.

DEMOLITION AND REMODELING

- THE INTENT OF THESE REPAIRS IS TO REPAIR OR REPLACE DETERIORATED ITEMS. MAINTAIN AND IMPROVE UPON EXISTING CONDITIONS.
- PENETRATIONS, ANCHORS, PRECAST DETERIORATION, AND EXISTING EQUIPMENT AND FIXTURES SHOWN ON THE DRAWINGS MAY NOT REPRESENT ALL CONDITIONS AND LOCATIONS. CONTRACTOR SHALL BE RESPONSIBLE TO REPAIR OR ADDRESS ALL SUCH INSTANCES WITHIN THE INDICATED PROJECT SCOPE AREA.
- THE CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO ENSURE THAT PARTS OF THE STRUCTURE TO BE PRESERVED ARE NOT DAMAGED BY THE APPLICATION OF EXCESSIVE LOADS OR BY ANY OTHER MEANS, AND THE CONTRACTOR SHALL ASSUME FULL RESPONSIBILITY FOR ANY DAMAGE CAUSED.
- ENSURE SAFE PASSAGE OF PERSONS AROUND AREA OF DEMOLITION AND CONSTRUCTION. CONDUCT OPERATIONS TO PREVENT INJURY TO ADJACENT BUILDINGS, STRUCTURES, EQUIPMENT AND OTHER FACILITIES AND PERSONS.
- EXISTING STRUCTURE SHALL BE TEMPORARILY SHORED AS REQUIRED TO PERFORM CONSTRUCTION SHOWN HEREIN. MEMBERS SHALL BE REMOVED IN SUCH A MANNER AS NOT TO DAMAGE EXISTING STRUCTURE. POCKETS SHALL BE GROUTED SOLID.
- ALL REMOVALS OF EXISTING CONCRETE SHALL BE INITIATED WITH A NEAT, 1/2" DEEP STRAIGHT SAW CUT.
- PROTECT EXISTING REINFORCING STEEL IN PLACE. EXERCISE EXTREME CARE TO AVOID DAMAGING EXISTING REINFORCEMENT.
- EXACT LOCATION OF EXISTING REINFORCEMENT IS TO BE DETERMINED BY THE CONTRACTOR USING A REBAR LOCATOR OR SIMILAR METHOD.
- CONTRACTOR RESPONSIBLE TO REPAIR DAMAGED EXISTING REINFORCEMENT TO THE SATISFACTION OF THE ENGINEER/OWNER. CONTRACTOR RESPONSIBLE FOR ALL COSTS AND DELAYS ASSOCIATED WITH THE REPAIR.
- IN THE EVENT OF CONFLICTS, NOTIFY ENGINEER PRIOR TO FIELD MODIFICATIONS OF DETAILS, CONNECTIONS, OR DIMENSIONS SHOWN ON THE CONTRACT DRAWINGS.
- POWER WASH THE PRECAST BUILDING EXTERIOR TO PREP SURFACE. PAINT EXTERIOR PRECAST WALLS WITH MASTERPROTECT EL 750 OR APPROVED EQUAL MATCHING EXISTING COLOR. PROVIDE 2FT BY 2FT MOCKUP TO BE REVIEWED AND APPROVED BY OWNER PRIOR TO COMMENCING WORK.
- BUG HOLES ARE PRESENT ON EXTERIOR PRECAST WALLS. NO REMEDIATION OF THESE ALONE ARE WITHIN THE SCOPE OF WORK.
- IF DELAMINATION OF PRECAST IS FOUND, THE ENGINEER SHALL BE NOTIFIED AND ALTERNATE REPAIR WILL BE RECOMMENDED.
- TYPICAL EXTERIOR PRECAST WALL IS 12" THICK INSULATED SANDWICH PANEL. THE PRECAST WALL IS COMPOSED OF A 4" EXTERIOR WYTHE, 3" OF INSULATION, AND A 5" INTERIOR WYTHE.

PRECAST CONCRETE (SPALL) REPAIR MATERIALS

- CONCRETE REPAIR MATERIAL TO BE BASF/MASTER BUILDERS MASTEREMACO N425, OR APPROVED EQUAL (SIKA AND TREMCO).
- USE ALL PRODUCTS IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION INCLUDING ANY AND ALL SURFACE PREPARATION.

SEALANT NOTES

- ALL FAILED SEALANT SHOULD BE REMOVED AND REPLACED WITH NEW, INCLUDING NEW CLOSED CELL BACKER ROD.
- ALL MANUFACTURED INSTALLATION REQUIREMENTS OF THE NEW SEALANT SHOULD BE FOLLOWED, INCLUDING PROPER DEPTH OF NEW SEALANT BASED ON EXISTING OPENING WIDTHS.
- THE EXISTING SURFACES SHOULD HAVE ALL EXISTING SEALANT REMOVED PER NEW SEALANT MANUFACTURER'S RECOMMENDATIONS.
- USE MASTER BUILDERS MASTERSEAL NP 2 POLYURETHANE SEALANT OR APPROVED EQUAL (SIKA AND TREMCO) ON EXTERIOR JOINTS.
- PERFORM AN ADHESION TEST PRIOR TO INSTALLING THE NEW SEALANTS TO DETERMINE IF THE SURFACE PREPARATION TECHNIQUES ARE ADEQUATE AND TO DETERMINE IF A PRIMER NEEDS TO BE USED PRIOR TO INSTALLING THE SEALANTS.

EPOXY INJECTION

- INJECT CRACKS WIDER THAN 0.05 INCH TO A DEPTH OF 4 INCHES OR THE FULL THICKNESS OF THE EXTERIOR WYTHE.
- CLEAN CRACKS WITH OIL-FREE COMPRESSED AIR OR LOW-PRESSURE WATER TO REMOVE LOOSE PARTICLES OR AS RECOMMENDED BY MANUFACTURER. CLEAN AREAS TO RECEIVE CAPPING ADHESIVE OF OIL, DIRT, AND OTHER SUBSTANCES THAT WOULD INTERFERE WITH BOND.
- PLACE INJECTION PORTS AS RECOMMENDED BY EPOXY MANUFACTURER. SPACING NO FARTHER APART THAN THICKNESS OF MEMBER BEING INJECTED. SEAL INJECTION PORTS WITH CAPPING ADHESIVE. USE BASF/MASTER BUILDERS MASTEREMACO ADH 327 RS OR APPROVED EQUAL FOR INJECTION PORTS.
- SEAL CRACKS AT EXPOSED SURFACES WITH A RIBBON OF CAPPING ADHESIVE AT LEAST 1/4 INCH THICK BY 1 INCH WIDER THAN CRACK.
- INJECT EPOXY ADHESIVE, BEGINNING AT WIDEST PART OF CRACK AND WORKING TOWARD NARROWER PARTS. INJECT ADHESIVE INTO PORTS TO REFUSAL. CAPPING ADJACENT PORTS WHEN THEY EXTRUDE EPOXY. CAP INJECTED PORTS AND INJECT THROUGH ADJACENT PORTS UNTIL CRACK IS FILLED.
- AFTER EPOXY ADHESIVE HAS SET, REMOVE INJECTION PORTS AND GRIND SURFACES SMOOTH.
- USE BASF/MASTER BUILDERS MASTERINJECT 1380 OR APPROVED EQUAL (SIKA AND TREMCO) ON EPOXY INJECTION REPAIRS.

SURFACE CRACK REPAIRS

- PERFORM FOR CRACKS LESS THAN 0.05 INCH.
- ADHERE TO ALL MANUFACTURE INSTALLATION REQUIREMENTS, INCLUDING PROPER PREPARATION AND APPLICATION.
- ROUT OUT CRACKS TO A MINIMUM OF 1/4 BY 1/4 INCH AND INSTALL MASTERSEAL NP1 SEALANT OR MASTERSEAL NP150 SEALANT AND TOOL FLAT OR APPROVED EQUAL ON SURFACE CRACK REPAIRS.

ESTIMATED QUANTITIES				
ITEM NO.	ITEM	UNIT	TOTAL	AS BUILT QUAN.
1	SURFACE CRACK REPAIR	LF	1300	
2	EPOXY CRACK INJECTION	LF	10	
3	VERTICAL JOINT SEALANT REPLACEMENT	LF	120	
4	SIDEWALK JOINT REPLACEMENT	LF	15	
5	PRECAST WALL PENETRATION SEALANT REPLACEMENT	EA	9	
6	PRECAST SURFACE SPALL REPAIR	EA	6	
7	PAINT PRECAST WALL AT STAINING AND REPAIRS	SF	18690	

A1

WELLNESS CENTER PRECAST WALL REPAIR

NOTES

SNYDER & ASSOCIATES, INC.

08/26/2020	AUG	BY	
DATE	DATE	BY	
REVISION	TRV	SCALE:	(AS NOTED)
Checked By:	TRV	Scale:	(AS NOTED)
Engineer:	AJG	Date:	07/31/2020
Field Bk:	CH	Project No.:	120.0039.01
Field Bk:		Pg.:	Sheet S0.00

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 ANKENY, IOWA 50023
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Memorandum

To: Prospective Bidders

Date: August 26, 2020

A1

From: Craig German, P.E.
Snyder & Associates, Inc.

CC: Charlie Dissell, City of Indianola
Ryan Waller, City of Indianola

RE: WELLNESS CENTER PRECAST WALL REPAIRS
CITY OF INDIANOLA

The City of Indianola is soliciting competitive quotations based on the attached plans to repair exterior precast walls, at Indianola Wellness Center located at 306 E Scenic Valley Ave. The repair location and details are shown on the attached plan sheets. Proposed work will include repairing precast surface cracks with surface repairs and epoxy crack injections, removing and replacing vertical joint sealant, removing replacing and sealing sidewalk joints at precast, preparing and sealing precast wall penetrations, repairing precast surface spalls, and power wash and paint precast to match existing.

A1

Please refer to the attached construction plans for limits and additional information.

This project will require close coordination with the City of Indianola in the determination of repair extents. The successful bidder will be required to meet the schedule and coordinate the work with City crews.

SEMI-FORMAL COMPETITIVE QUOTATION

Please prepare a Competitive Quotation to include all materials, equipment, and labor necessary to complete work indicated in close coordination with the City. Provide a lump sum total with the associated cost breakdown for the items identified on the attached form. Changes in project limits or conditions that produce changes in contract quantities will be adjusted at the unit price provided.

The successful bidder will be required to enter into a construction contract with the City of Indianola and provide material certification and evidence of quantity used.

Project Schedule

August 28, 2020
 September 8, 2020
 November 27, 2020

Competitive Quotation Due to the City of Indianola
 Award of Contract
 Final Completion Date

Any questions shall be directed to:

Craig German, P.E.
 Snyder & Associates, Inc.
 400 East Court Avenue
 Des Moines, IA 50309
 (515) 243-4477

COMPETITIVE QUOTE PROPOSAL

Wellness Center Precast Wall Repairs, City of Indianola
 Submit your signed proposal via email, fax or hard copy by 3:00 p.m., August 28, 2020 to:

Andrew Lent, City Clerk/CFO
alent@indianolaiowa.gov
 fax (515)-962-5246
 City of Indianola
 110 N. 1st Street
 Indianola, IA 50125

Description	Unit	Quantity	Unit Price	Extended Price
Surface Crack Repairs	LF	1300		
Epoxy Crack Injection	LF	10		
Vertical Joint Sealant Replacement	LF	120		
Sidewalk Joint Replacement	LF	15		
Precast Wall Penetration Sealant Replacement	EA	9		
Precast Surface Spall Repair	EA	A1 6		
Paint Precast Wall at Staining and Repairs	SF	18,690		
Mobilization	LS	1		
TOTAL PROJECT QUOTE:				

A1

ACKNOWLEDGEMENT OF ADDENDA

The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this bid:

1. Addendum No. 1, dated _____.

ESTIMATE REFERENCE INFORMATION

Refer to sheets S0.00 through S2.09

Proposal Provided By:

RESOLUTION NO. _____

**RESOLUTION APPROVING THE PROPOSAL FOR
WELLNESS CENTER PRECAST WALL REPAIRS**

WHEREAS, the City of Indianola requested proposals from companies to repair cracks in the exterior walls of the Indianola Wellness Center, and

WHEREAS, the engineer's estimate for said project was over \$57,000, but under \$139,000, the City followed the informal competitive quote process, and

WHEREAS, quotes received for said project are included in the attached documents.

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

1. The quote received by Western Waterproofing Company, Inc. of West Des Moines, Iowa for \$69,940 is approved.
2. Staff is authorized to finalize such documents to complete said project.

Adopted this 8th day of September 2020.

Kelly B. Shaw
Mayor

Attest:

Andrew J. Lent
City Clerk/CFO



August 31, 2020

Andrew Lent
City of Indianola, Iowa
110 N. 1st St.
Indianola, Iowa 50125

RE: WELLNESS CENTER PRECAST WALL REPAIRS
BID LETTING RESULTS AND RECOMMENDATIONS

Dear Andrew:

The bids were received, by the City, for the above referenced project, on Friday, August 28th, and produced 5 bidders. The bid tabulation can be found enclosed. Western Waterproofing Company, Inc. being the low bidder with a base bid of \$69,940.

Snyder & Associates, Inc. recommends that the City of Indianola accept the low base bid of \$69,940 and award the project to Western Waterproofing Company, Inc.

Feel free to contact us if you have any questions.

Respectfully,

SNYDER & ASSOCIATES, INC.

A handwritten signature in blue ink that reads 'Craig S. German'.

Craig German, P.E.

Enclosure: Bid Tabulation

**BID TABULATION
WELLNESS CENTER PRECAST WALL REPAIRS
INDIANOLA, IA**

**BID DATE: AUGUST 28, 2020; 3:00 PM
SNYDER & ASSOCIATES PROJECT NO. 120.0039.01**

Bidder Name	Bidder Address	Acknowledged Receipt of 1 Addenda	Base Bid Amount
1) <u>E&H Restoration L.L.C.</u>	<u>1926 Commenitz Dr., Davenport, IA 52802</u>	<u>Yes</u>	<u>\$126,250.00</u>
2) <u>Hymbaugh Construction</u>	<u>821 Quiet Harbor, Creston, IA 50801</u>	<u>No</u>	<u>\$83,930.00</u>
3) <u>Merit Construction Services, Inc.</u>	<u>5441 212th St. W, Farmington, MN 55024</u>	<u>Yes</u>	<u>\$212,292.00</u>
4) <u>Minturn Inc.</u>	<u>309 N Orchard St., Brooklyn, IA 52211</u>	<u>Yes</u>	<u>\$89,132.50</u>
5) <u>Western Waterproofing Company, Inc.</u>	<u>1829 Industrial Cir., West Des Moines, IA 50265</u>	<u>Yes</u>	<u>\$69,940.00</u>

Meeting Date: 09/08/2020

Subject

Resolution approving an underwriting engagement letter with D.A. Davidson for 2020 general obligation series.

Information

With the Square Streetscape project underway and the budgeted purchase of the Fire Department aerial truck, the City will need to start the process for issuing bonds for these two projects. Additionally, with the current low interest rates, significant interest savings can be obtained through the refunding of the 2012B and 2013B bond series. The first step in the process is to approve an engagement letter with D.A. Davidson, the City's financial advisor, for the underwriting and other advisory functions in the process. The engagement letter and a resolution of approval is included in the packet. The cost for engaging D.A. Davidson is \$2,500 plus 0.9 percent of the principal amount of the bond notes.

Staff recommends approval of the resolution and engagement letter.

Fiscal Impact

Attachments

Davidson Engagement Agreement
Resolution Approving Agreement



8/24/2020

City of Indianola, Iowa
110 N 1st Street
Indianola, IA 50125

Re: Underwriting Engagement Letter

Ladies and Gentlemen:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for the City of Indianola, Iowa (the “Issuer”) on the Issuer’s proposed offering and issuance of General Obligation and Refunding Capital Loan Notes, Series 2020 for streetscape and related improvements and the refinancing of outstanding debt (the “Notes”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a note purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Notes are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as underwriter of the proposed offering and issuance of the Notes, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Notes
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Notes are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Notes
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Notes
- Obtain CUSIP number(s) for the Notes and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Notes



- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Notes except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Notes.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriter's discount is not-to-exceed 0.900% of the principal amount of Notes issued. In addition to the underwriting fee/spread, the Issuer shall pay to Davidson a fee equal to \$2,500 as compensation for its services in providing various financial analyses, and for the use of Davidson's capital to advance certain costs prior to settlement, and to reimburse for Davidson's payment of CUSIP, DTC, continuing disclosure review, IPREO (electronic bookrunning/sales order system), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, disclosure/underwriter's counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Notes.



4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Notes except as may be superceded pursuant to a Purchase Agreement.

5. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Iowa. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: Michael Maloney

Title: Senior Vice President

Accepted this ___ day of _____, 2020

City of Indianola, Iowa

By: _____

Title: _____



EXHIBIT A

8/24/2020

City of Indianola, Iowa
110 N 1st Street
Indianola, IA 50125

Attn: Andy Lent

Re: Disclosures by D.A. Davidson & Co. as Underwriter
Pursuant to MSRB Rule G-17 and G-23
General Obligation Refunding Capital Loan Notes, Series 2019

Dear Mr. Lent:

We are writing to provide you, as City Clerk/ CFO of the City of Indianola, Iowa (the “Issuer”), with certain disclosures required by the Municipal Securities Rulemaking Board (MSRB) Rule G-17 that relate to the proposed offering and issuance of General Obligation Refunding Capital Loan Notes, Series 2020 (the “Notes”), which will be used to finance the streetscape project and related improvements and refinance outstanding debt.

The Issuer has engaged D.A. Davidson & Co. (“Davidson”) to serve as an underwriter, and not as a Municipal Advisor, in connection with the issuance of the Notes. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Notes. The specific terms of our engagement will be as set forth in a note purchase agreement to be entered into by the parties if and when the Notes are priced following successful completion of the offering process.

1. Disclosures Concerning the Underwriter’s Role, Compensation, Regulation and Educational Materials.

- (i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- (ii) An underwriter’s primary role is to purchase the Notes with a view to distribution in an arm’s-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.
- (iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.
- (iv) The underwriter has a duty to purchase the Notes from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Notes to investors at prices that are fair and reasonable.



- (v) The underwriter will review the official statement for the Notes in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.¹
- (vi) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the note purchase agreement to be negotiated and entered into in connection with the issuance of the Notes. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Notes. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.
- (vii) Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission (“SEC”) and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

2. Disclosures Concerning Additional Conflicts.

Davidson has not identified any additional potential or actual material conflicts that require disclosure.

3. Disclosures Concerning Complex Municipal Securities Financing

Since Davidson has not recommended a “complex municipal securities financing” to the Issuer, additional disclosures regarding the financing structure for the Notes are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a “complex municipal securities financing” to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

¹ Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter’s obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.



4. Questions and Acknowledgment.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

We are required to seek your acknowledgement that you have received this letter. Accordingly, please send me an email to that effect, or sign and return the enclosed copy of this letter to me at the address set forth below. Depending on the structure of the transaction that the Issuer decides to pursue, or if additional potential or actual material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

Again, we thank you for the opportunity to assist you with your financing and the confidence you have placed in us.

D.A. DAVIDSON & CO.

By: Michael Maloney

Title: Senior Vice President

Acknowledged this ___ day of _____, 2020

City of Indianola, Iowa

By: _____

Title: _____

**RESOLUTION APPROVING AN UNDERWRITING ENGAGEMENT LETTER WITH D.A. DAVIDSON FOR 2020
GENERAL OBLIGATION SERIES**

WHEREAS, under the FY2021 budget the City Council approved moving forward with the Square Streetscape Project and the purchase of an aerial firefighting vehicle, and

WHEREAS, the City of Indianola has an opportunity to save additional interest on refunding current debt obligations.

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

1. The attached engagement letter with D.A. Davidson for the planned 2020 General Obligation Series is approved, and
2. The City Manager is authorized to sign the attached engagement letter on behalf of the City.

Adopted this 8th day of September, 2020.

Kelly B. Shaw
Mayor

Attest:

Andrew J. Lent
City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution approving engagement letter with Ahlers and Cooney Law Firm for 2020a and 2020b General Obligation Series.

Information

With the approval of the FY2021 budget, the Council indicated that it wished to move forward on the Square Streetscape project and the purchase of a new aerial firefighting apparatus. The City also has an opportunity to realize significant interest savings with the refinancing of current debt obligations. For each of these projects, the City will need to issue debt. The engagement letter with Ahlers & Cooney allows them to begin work on behalf of the City. The cost for the law firm services will be approximately \$27,000, which will be included in the funding of the debt issuance.

Fiscal Impact

Attachments

Resolution Approving Engagement
Engagement Agreement

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

**RESOLUTION APPROVING ENGAGEMENT LETTER
WITH AHLERS & COONEY LAW FIRM
FOR 2020a AND 2020b GENERAL OBLIGATION SERIES**

WHEREAS, under the FY2021 budget the City Council approved moving forward with the Square Streetscape and purchase of an aerial firefighting vehicle, and

WHEREAS, the City of Indianola has an opportunity to save additional interest on refunding current debt obligations.

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

1. the attached engagement letter with the Ahlers & Cooney Law Firm for the planned 2020A and 2020B General Obligation Series is approved, and
2. the City Manager is authorized to sign the attached engagement letter on behalf of the City.

Adopted this 8th day of September 2020.

Kelly B. Shaw
Mayor

Attest:

Andrew J. Lent
City Clerk/CFO

September 1, 2020

Sent via Email

Mayor and City Council
c/o Andy Lent, Finance Director
City of Indianola
110 North 1st Street
Indianola, Iowa 50125-0299

RE: Indianola, Iowa – Bond Counsel and Disclosure Counsel Engagement Agreement
NTE \$7,500,000 General Obligation CLN, Series 2020A (New
Money CIP and refunding 2012B) and NTE \$3,300,000
General Obligation Refunding CLN, Series 2020B (Qualified
501(c)(3) Bonds¹) (refunding 2013B)

Dear Mayor and City Council:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond counsel and disclosure counsel to Indianola, Iowa (the "Issuer") in connection with the issuance of the above referenced proposed issues (the "Bonds"), to be underwritten by D.A. Davidson & Co. (the "Underwriter"). While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel and disclosure services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

¹ Please note the 2020B issue is intended to be "qualified 501(c)(3)" bonds under the Tax Code based on operations of the facility by the YMCA (for which a qualified TEFRA hearing was previously held under the Tax Code). Assuming no changes in anticipated use by the YMCA (and no other 501(c)(3) operations at the facility), based upon D.A. Davidson's representation that the weighted average maturity of the refunding will not be extended for this issue, an additional TEFRA hearing would not be required. However, if operations at the facility have changed from the description in the original TEFRA hearing, a new supplemental TEFRA hearing may be required to retain the "qualified 501(c)(3) bond" status. This Agreement assumes no additional TEFRA hearing will be necessary. Please advise. Similar to the 2019 refunding issue, an opinion of counsel to the YMCA will be required.

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.
- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.
- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
- (7) File an appropriate Form 8038 with the IRS after Closing.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

In the role of Disclosure Counsel, we will work with the Issuer, including the officials, officers, and employees, the Underwriter, and other parties to this transaction to provide the following services:

- (1) Consult with Issuer officials, staff, Issuer counsel, and Underwriter (as applicable), concerning disclosure requirements, questions and issues relating to the initial issuance of Bonds and concerning continuing disclosure requirements.
- (2) Participate or attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Bonds.

- (3) Participate in the drafting of Issuer’s Purchase Agreement for the negotiated sale of Bonds.
- (4) Participate in the drafting/review of the “front-end” of Issuer’s preliminary and final official statements in connection with the offering of Bonds, with assistance of Issuer officials and staff (appendices are excluded from the scope of this Agreement).
- (5) Coordinate with the printing and delivery of the preliminary and final official statements.
- (6) Review all Bond documents prepared in connection with the issuance of Bonds to the extent such documents involve or affect disclosure matters.
- (7) Provide written advice to the Issuer at the time the Bonds are issued as described herein.
- (8) Consult with Issuer officials and staff through Closing regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the Issuer stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the Issuer's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice, our responsibilities as Disclosure Counsel as outlined herein will conclude with respect to the Bonds.

COOPERATION

To enable us to provide effective representation, the Issuer agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating

to the engagement. During the course of this engagement, we will rely on the Issuer staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements.
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(l) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.
- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

We will charge a flat fee for the services we render under this Agreement for Bonds upon which we give a Bond Opinion and written advice as Disclosure Counsel, enumerated as to each role. Based on the information available to us regarding the Bonds, our Bond Counsel fees will be as follows: \$17,500 for Series 2020A and \$9,500 for Series 2020B, and our Disclosure Counsel fee will be \$14,000 (covering both issues). The fees described herein will be based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. It

is anticipated that our fees will be capitalized into the Bond issue. If, at any time, we believe that circumstances require an adjustment of our original fee estimate(s), we will advise the finance team, including the Auditor. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee(s); (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the fees for Bond Counsel and Disclosure Counsel services rendered, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$750 per issue of Bonds. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

Billing Matters:

We will submit an electronic summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the Bonds are not issued, or are completed without the delivery of our Bond Opinion or written advice as Disclosure Counsel, or our services are otherwise terminated prior to Closing, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$325. Work performed by other attorneys will be billed at their current hourly rate (ranging from \$225-360). Associate attorneys range from \$195-220, and work by legal assistants will be billed at \$120. The hourly rates reflected herein are as of January 1, 2020, and are subject to our periodic review and adjustment by us – typically annually effective January 1.

Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status

of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services.

RECORDS

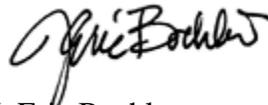
At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this letter, retaining the original for your file.*

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

It has been a pleasure to serve you in the past, and we look forward to our continued relationship.

Very truly yours,



J. Eric Boehlert
FOR THE FIRM

JEB:sk

Accepted:
Indianola, Iowa

By: _____ Date: _____

*Approved by action of the governing body on _____, 2020.

Meeting Date: 09/08/2020

Subject

Resolution accepting and approving a master lease agreement between the City of Indianola and USCOC of Greater Iowa, LLC.

Information

Fiscal Impact

Attachments

Lease Memorandum
Resolution Approving Agreement
Lease



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: August 28, 2020
Re: Resolution accepting and approving a Master Lease Agreement between the
City of Indianola and USCOC of Greater Iowa, LLC

In an effort to improve cellular communication within the City, USCOC of Greater Iowa, L.L.C. proposes to install, maintain and operate small cell communications equipment on facilities owned by the City of Indianola. In order to do so, a master lease agreement shall be executed.

While the leased locations have not been determined, the agreement does include an Exhibit A that will be submitted as a lease supplement and will be submitted at a later date with respect to each particular location(s) or site(s) on which USCOC of Greater Iowa, L.L.C proposes to install, maintain, and operate small cell communications equipment. At that time, the lease supplemental will be reviewed for compliance to the City Council's Small Wireless Facility Siting Policy.

The proposed easement agreement and plat is attached. Legal Counsel has reviewed this agreement. I will attend your September 8th meeting to answer any questions you may have.



City of Indianola
RESOLUTION NO. 2020-_____

RESOLUTION ACCEPTING AND APPROVING A MASTER LEASE AGREEMENT BETWEEN THE CITY OF INDIANOLA AND USCOC OF GREATER IOWA, LLC

WHEREAS, USCOC of Greater Iowa, L.L.C. proposes to install, maintain, and operate small cell communications equipment on facilities owned by the City of Indianola; and,

WHEREAS, the City Council acknowledges that a lease supplement, in substantially the form attached to the proposed master Lease Agreement as Exhibit A, will be submitted at a later date with respect to each particular location(s) or site(s) on which USCOC of Greater Iowa, L.L.C proposes to install, maintain, and operate small cell communications equipment; and,

WHEREAS, the information provided in the lease supplement will be reviewed for compliance to the City Council's Small Wireless Facility Siting Policy.

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

1. The Master Lease Agreement between the City of Indianola And USCOC Of Greater Iowa, LLC is hereby accepted and approved.
2. The Mayor or City Manager and the City Clerk are hereby authorized to execute said lease agreement on behalf of the City of Indianola, Iowa.

DATED this 8th day of September 2020.

Kelly B. Shaw, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK/CFO

MASTER LEASE AGREEMENT

This Master Lease Agreement (the "**Agreement**") made this ____ day of _____, 20__, between the City of Indianola, Iowa, with its principal offices located at 110 N 1st Street, Indianola, IA 50125, hereinafter designated **LESSOR**, and USCOC of Greater Iowa, LLC, a Delaware limited partnership, with its principal offices located at 8410 W. Bryn Mawr Avenue, Chicago, Illinois 60631, Attention: Real Estate Lease Administration hereinafter designated **LESSEE**. LESSOR and LESSEE are at times collectively referred to hereinafter as the "**Parties**" or individually as the "**Party**."

RECITALS

WHEREAS, LESSOR is the owner of, or holds a leasehold or other possessory interest in, certain properties, utility poles and/or facilities, which are located within the geographic area of a license held by LESSEE to provide wireless services issued by the Federal Communications Commission (the "**FCC License**"); and

WHEREAS, LESSEE desires to install, maintain and operate small cell communications equipment, as that term is defined in Chapter 8C of the Iowa Code, as amended, (the "Iowa Cell Siting Act") on certain of LESSOR's properties, utility poles and/or facilities; and

WHEREAS, LESSOR and LESSEE desire to enter into this Agreement to define the general terms and conditions which would govern their relationship with respect to particular sites at which LESSOR may wish to permit LESSEE to install, maintain, and operate small cell communications equipment; and

WHEREAS, LESSOR and LESSEE acknowledge that they will enter into a lease supplement ("**Supplement**"), in substantially the form attached hereto as **Exhibit A**, with respect to each particular location(s) or site(s) on which the LESSOR agrees to allow LESSEE to install, maintain, and operate small cell communications equipment; and

WHEREAS, LESSOR and LESSEE desire to improve and expand communications coverage and services in the City of Indianola, Iowa; and

WHEREAS, the Parties acknowledge that different related entities may operate or conduct the business of LESSEE in different geographic areas, and as a result, each Supplement may be signed by LESSEE's affiliated entities as further described herein, as appropriate based upon the entity holding the FCC License in the subject geographic location.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the Parties agree as follows:

1. PREMISES.

(a) To determine if a premises is available for lease, the following is required:

(i) LESSOR shall determine whether the location identified by LESSEE as a small cell communication site is Property of the City. LESSOR shall timely notify LESSEE if a survey is required. If a survey is required, LESSEE may provide the survey at its own costs or may have LESSOR provide the survey and reimburse LESSOR for its costs.

(ii) LESSOR shall determine compliance with any other applicable requirements, including but not limited to planning, zoning, historical, cultural and environmental requirements.

(iii) LESSOR shall determine, identify the reason and timely notify whether a requested small cell communication site is not available for lease based on a lack of space or other considerations which include but are not limited to, the following:

(1) The Small Cell Communication Site application is complete.

(2) Compliance with contractual requirements under this Agreement.

(3) No interference with City public safety radio system, traffic signal light system, or other City communication components.

(4) No interference with other third-party equipment lawfully in the right of way.

(5) If using City poles, compliance with City attachment regulations for such poles and any needed upgrades including electric meters.

(iv) All Small Cell Communication Site Applications requesting access to a LESSOR pole must include a load bearing study to determine whether the attachment of the Small Cell Communication System may proceed without pole modification or whether the installation will require pole reinforcement or replacement. If pole reinforcement or replacement is necessary, LESSEE shall provide engineering design and specification drawings demonstrating the proposed alteration to the pole. As appropriate, the LESSOR shall require LESSEE to make design modifications in order to comply with applicable contractual, regulatory, or legal requirements. Failure to make the requested design modifications shall result in an incomplete Small Cell Communication Site Application which may not be processed under this Agreement.

(b) Pursuant to all of the terms and conditions of this Agreement and the applicable Supplement, LESSOR agrees to lease to LESSEE certain space as available and described in the applicable Supplement upon LESSOR's utility poles (the "**Poles**") and/or surrounding real and/or personal property (LESSOR's Poles, personal property and surrounding real property are hereinafter sometimes collectively referred to as the "**Property**"), for the installation, operation and maintenance of small cell communications equipment; together with the non-exclusive right of ingress and egress from a public right-of-way, seven (7) days a week, twenty four (24) hours a day, over, under and through the Property to and from the Premises (as hereinafter defined) for the purpose of installation, operation and maintenance of LESSEE's small cell communications facility, subject to such processes and notices as reasonably designated by LESSOR. The space leased by LESSOR to LESSEE described in the applicable Supplement is hereinafter collectively referred to as the "**Premises**". The Premises may include, without limitation, certain space on the ground (the "**Equipment Space**") on the Property, and space on the Pole sufficient for the installation, operation and maintenance of antennas and other equipment (the "**Antenna Space**") as described in the Supplement. Notwithstanding anything in any Supplement to the contrary, the Premises under each Supplement shall include such additional space necessary for the installation, operation and maintenance of wires, cables, conduits, and pipes (the "**Cabling Space**") running between and among the various portions of the Premises and to all necessary electrical and telephone utility, cable, and fiber sources

located within the Property. If there are not sufficient electric and telephone utility, cable, or fiber sources located on the Property, LESSOR agrees to grant LESSEE, or the local utility, or fiber or cable provider, the right to install any utilities, cable, and fiber on, through, over, and under the Property necessary for LESSEE to operate its small cell communications facility, provided the location of those utilities, cable, and fiber shall be as reasonably designated by LESSOR and provided further that there is sufficient available space in the Premises as determined by LESSOR in its sole discretion.

2. CONDITION OF PROPERTY. LESSOR shall deliver the Premises to LESSEE in a condition ready for LESSEE's construction of its improvements and clean and free of debris. LESSOR represents and warrants to LESSEE that as of the Effective Date of each Supplement, and continuing throughout the Term (as hereinafter defined) of each Supplement: (a) the Property is in compliance with all Laws (as defined in **Paragraph 20** below), including any applicable building codes, regulations, or ordinances that may exist with regard to the Poles, or any part thereof; and (b) LESSOR will assist LESSEE's investigation of the Property to determine whether or not lead-based paint, asbestos, or other hazardous substances (as that term may be defined under any applicable federal, state or local law) are present on the Premises. If a breach of the representations and warranties contained in this **Paragraph 2** is discovered at any time during the Term of a particular Supplement, LESSOR shall, promptly after receipt of written notice from LESSEE setting forth a description of the breach, rectify the non-compliance at LESSOR's expense or provide LESSEE with a reasonably suitable alternative site.

3. TERM; RENTAL.

(a) This Agreement shall be for a term of twenty (20) years commencing upon the execution hereof by both Parties. Each Supplement shall be effective as of the date of execution by both Parties (the "**Effective Date**"), provided however, the initial term of each Supplement shall be for ten (10) years and shall commence on the first day of the month following the day that LESSEE commences installation of its equipment for any given node listed in the Supplement (the "**Commencement Date**"), at which time rental payments for every node listed in the Supplement shall commence and be due at a total annual rental One Hundred Fifty and 00/100 dollars (\$150.00) per pole, to be paid annually within 30 days after the Commencement Date and on or before each anniversary of the Commencement Date, in advance, to the payee designated by LESSOR in the Supplement, or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least ninety (90) days in advance of any rental payment date by notice given in accordance with **Paragraph 15** below. LESSEE shall notify LESSOR prior to beginning an installation and LESSOR and LESSEE agree that they shall acknowledge in writing the Commencement Date of each Supplement. LESSOR and LESSEE acknowledge and agree that the initial rental payment for each Supplement may not actually be sent by LESSEE until ninety (90) days after the written acknowledgement of the Commencement Date.

(b) Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in that event, LESSOR agrees to provide to LESSEE bank routing information and a W-9 or its equivalent for that purpose upon request of LESSEE.

(c) LESSOR hereby agrees to provide to LESSEE certain documentation (the "**Documentation**") requested by LESSEE to comply with the requirement of any applicable laws, rules, regulations, ordinances, directives, or covenants now in effect, or which may hereafter

come into effect. Within fifteen (15) days of obtaining an interest in any Property, Supplement or this Agreement, any assignee(s), transferee(s) or other successor(s) in interest of LESSOR must provide to LESSEE such Documentation Delivery of requested Documentation to LESSEE shall be a prerequisite for the delivery of any lease payment by LESSEE. Notwithstanding anything to the contrary herein, or in any Supplement, LESSEE may hold all lease payments until Documentation has been supplied to LESSEE as provided herein.

(d) Pursuant to section 8C.7A.3 (c) (1), LESSEE shall be responsible for payment of any permit application fees required by LESSOR'S code of ordinances, as amended.

(e) If no electrical or telephone service is available at the premises LESSEE will have the option to supply and install service at their expense after approval by the city and utility provider.

(f) LESSEE shall be permitted at any time during the Term (as defined herein) of each Supplement, to install, maintain, and/or provide access to and use of, as necessary (during any power interruption at the Premises), a temporary power source and a temporary installation of any other services and equipment required to keep LESSEE's small cell communications facility operational, along with all related equipment and appurtenances within the Premises, or elsewhere on the Property in such locations as reasonably approved by LESSOR. LESSEE shall have the right to install conduits connecting the temporary power source, and the temporary installation of any other services and equipment required to keep LESSEE's small cell communications facility operational and related appurtenances to the Premises. All temporary placements must be removed within thirty (30) days of power resuming.

4. EXTENSIONS. Each Supplement shall automatically be extended for two (2) additional five (5) year terms unless LESSEE terminates a Supplement at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions under a Supplement shall be collectively referred to herein as the "**Term**". Notwithstanding anything herein, after the expiration of this Agreement, its terms and conditions shall survive and govern with respect to any remaining Supplements in effect until their expiration or termination.

5. USE; GOVERNMENTAL APPROVALS. LESSEE shall use the Premises for the purpose of constructing, maintaining, repairing and operating a small cell communications facility and uses incidental thereto. LESSEE shall have the right, without any increase in lease, to replace, repair, or otherwise modify its utilities, fiber or cable, equipment, antennas and/or conduits or any portion thereof, and the frequencies over which the equipment operates, whether the equipment, antennas, conduits or frequencies are specified or not on any exhibit attached to a Supplement, during the Term. Any additions to the small cell communication facility must be reviewed and approved by LESSOR prior to installation and, depending upon the scope of these additions or improvements, additional lease payments may be required. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon LESSEE obtaining after the execution date of each Supplement all of the certificates, permits and other approvals (collectively the "**Governmental Approvals**") that may be required by any Federal, State or Local authorities, LESSOR shall cooperate with LESSEE in its effort to obtain the Governmental Approvals, and shall take no action which would adversely affect the status of the Property with respect to the proposed use thereof by LESSEE. LESSEE shall have the right to terminate the applicable Supplement if: (i) any of the applications for Governmental Approvals is finally rejected;

(ii) any Governmental Approval issued to LESSEE is canceled, expires, lapses, or is otherwise withdrawn or terminated by governmental authority; (iii) LESSEE determines that the Governmental Approvals may not be obtained in a timely manner; (iv) LESSEE determines that the Premises is no longer technically compatible for its use; or (v) LESSEE, in its sole discretion, determines that the use of the Premises is obsolete or unnecessary. Notice of LESSEE's exercise of its right to terminate shall be given to LESSOR in accordance with the notice provisions set forth in **Paragraph 15** and shall be effective upon the mailing of that notice by LESSEE, or upon such later date as designated by LESSEE. All lease payments paid to the termination date shall be retained by LESSOR. Upon such termination, the applicable Supplement shall be of no further force or effect except to the extent of the representations, warranties, and indemnities made by each Party to the other thereunder. Otherwise, the LESSEE shall have no further obligations for lease payments to LESSOR for the terminated Supplement. LESSEE shall register with Iowa One Call by calling 1-800-292-8989, with submission of documentation to City when received. LESSEE or its contractors shall be responsible for *Permit To Work In Right-of-Way* applications and fees as set forth in LESSOR'S code of ordinances and as such fees may from time to time be amended.

6. **INDEMNIFICATION.** Subject to **Paragraph 8** below, to the extent allowed by law, each Party shall defend, indemnify and hold the other harmless against any claim of liability or loss from personal injury or property damage resulting from or arising out of the negligence or willful misconduct of the indemnifying Party, its employees, contractors or agents, except to the extent such claims or damages may be due to, or caused by, the negligence or willful misconduct of the indemnified Party, or its employees, contractors or agents. The indemnified Party will provide the indemnifying Party with prompt, written notice of any written claim covered by this indemnification; provided that any failure of the indemnified Party to provide any such notice, or to provide it promptly, shall not relieve the indemnifying Party from its indemnification obligations in respect of such claim, except to the extent the indemnifying Party can establish actual prejudice and direct damages as a result thereof. The indemnified Party will cooperate appropriately with the indemnifying Party in connection with the indemnifying Party's defense of such claim. The indemnifying Party shall defend any indemnified Party, at the indemnified Party's request, against any claim with counsel reasonably satisfactory to the indemnified Party. The indemnifying Party shall not settle or compromise any such claim or consent to the entry of any judgment without the prior written consent of each indemnified Party and without an unconditional release of all claims by each claimant or plaintiff in favor of each indemnified Party.

7. **INSURANCE.** LESSEE agrees at its own cost and expense to provide insurance as set forth in the attached Exhibit B as such Exhibit may from time to time be amended by LESSOR. LESSEE acknowledges that LESSOR is a member of the Iowa Communities Assurance Pool (ICAP) and LESSEE accepts the terms of LESSOR'S ICAP Agreement. LESSOR and LESSEE each agree that it will include the other Party as an additional insured as their interests may appear under this Agreement.

8. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to **Paragraphs 6 and 17**, or a violation of law, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, under theory of contract.

9. **TERMINATION BY LESSEE.** Notwithstanding anything to the contrary contained herein, provided LESSEE is not in default hereunder beyond applicable notice and cure periods, LESSEE shall have the right to terminate each Supplement upon giving at least three (3) months prior written notice to LESSOR.

10. INTERFERENCE. LESSEE agrees to install equipment of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to any equipment of LESSOR or other tenants of the Property which existed on the Property prior to the date the applicable Supplement is executed by the Parties or to any public safety needs of the community. In the event any after-installed LESSEE's equipment causes such interference, and after LESSOR has notified LESSEE of such interference by a written communication and a call to LESSEE's Network Operations Center at 800-510-6091, LESSEE will take all commercially reasonable steps necessary to correct and eliminate the interference, including but not limited to, at LESSEE's option, powering down such interfering equipment and later powering up such interfering equipment for intermittent testing. If the interference continues for a period in excess of 48 hours following such notification, LESSOR shall have the right to require LESSEE to reduce power, and/or cease operations until such time LESSEE can affect repairs to the interfering equipment. LESSOR will not be entitled to terminate a Supplement or relocate the equipment as long as LESSEE is making a good faith effort to remedy the interference issue, except in the case of a public safety need within the community. LESSOR agrees that LESSOR and/or any other users of the Property who currently have or in the future take possession of the Property will be permitted to install only such equipment that is of the type and frequency which will not cause harmful interference which is measurable in accordance with then existing industry standards to the then existing equipment of LESSEE. If LESSEE determines, in its reasonable discretion, that LESSOR'S equipment or any other user's equipment permitted by LESSOR is causing interference, LESSOR shall, upon written communication and a call from LESSEE to LESSOR's network management center, at 515-961-9410 , take all steps necessary to correct and eliminate the interference, including causing other users causing such interference to correct and eliminate the interference. If the interference continues for a period in excess of 48 hours following the notification, LESSOR shall, or shall require any other user to, reduce power and/or cease operations until such time as LESSOR, or the other user, can affect repairs to the interfering equipment. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore, either Party shall have the right to equitable remedies, such as, without limitation, injunctive relief and specific performance.

11. REMOVAL AT END OF TERM. LESSEE shall, within ninety (90) days after expiration of the Term, or any earlier termination of a Supplement, remove its equipment, conduits, fixtures and all personal property and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that all of the equipment, conduits, fixtures and personal property of LESSEE shall remain the personal property of LESSEE and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If the time for removal causes LESSEE to remain on the Premises after termination of the Supplement, LESSEE shall pay rent at the then-existing monthly rate, or on the existing monthly pro-rata basis if based upon a longer payment term, until such time as the removal of the antenna structure, fixtures and all personal property are completed.

12. RIGHTS UPON SALE. If, at any time during the Term of any Supplement, LESSOR decides: (i) to sell or transfer all or any part of the Property or the Poles thereon to a purchaser other than LESSEE, or (ii) to grant to a third party by easement or other legal instrument an interest in that portion of the Property occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining small cell communications facilities or the management thereof, that sale or grant of an easement or interest therein shall be subject to the Supplement, and any such purchaser or transferee

must recognize LESSEE's rights hereunder and under the terms of the affected Supplement(s). If LESSOR completes any such sale, transfer, or grant described in this Paragraph without executing an assignment of the Supplement in which the third party agrees in writing to assume all obligations of LESSOR under the Supplement, then LESSOR shall not be released from its obligations to LESSEE under the Supplement, and LESSEE shall have the right to look to LESSOR and the third party for the full performance of the Supplement.

13. QUIET ENJOYMENT AND REPRESENTATIONS. LESSOR covenants that LESSEE, on paying its lease and performing the covenants herein and in a Supplement, shall peaceably and quietly have, hold and enjoy the Premises. LESSOR represents and warrants to LESSEE as of the execution date of each Supplement, and covenants during the Term, that LESSOR is seized of good and sufficient title and interest to the Property, and has full authority to enter into and execute the Supplement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Property, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions that prevent or adversely affect the use or occupancy of the Premises by LESSEE as provided in this Agreement and in the applicable Supplement(s).

14. ASSIGNMENT. This Agreement and each Supplement under it may, after notice to LESSOR, be sold, assigned or transferred by the LESSEE without any approval or consent of the LESSOR to the LESSEE's principal, affiliates, subsidiaries of its principal, or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the FCC in which the Property is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement and each Supplement may not be sold, assigned or transferred without the written consent of the LESSOR, which consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

15. NOTICES. All notices hereunder must be in writing and are validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or to any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: City of Indianola, Iowa
110 N 1st Street
Indianola, IA 50125

LESSEE: USCOC of Greater Iowa, LLC
8410 W. Bryn Mawr Avenue
Chicago, Illinois 60631
Attention: Real Estate Lease Administration

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

16. RECORDING. If requested by LESSEE, LESSOR agrees to execute a Memorandum of each Supplement which LESSEE may record with the appropriate recording officer. The date set forth in the

Memorandum of Lease is for recording purposes only and bears no reference to commencement of either the Term or lease payments.

17. DEFAULT AND REMEDIES.

(a) If there is a breach by a Party with respect to any of the material provisions of this Agreement, or under the material provisions of an individual Supplement, the non-breaching Party shall give the breaching Party written notice of that breach. After receipt of the written notice, the breaching Party shall have thirty (30) days in which to cure the breach, provided the breaching Party shall have such extended period as may be required beyond the thirty (30) days if the breaching Party commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion, but in no event more than ninety (90) calendar days after receipt of written notice. The non-breaching Party may not maintain any action or effect any remedies for default against the breaching Party unless and until the breaching Party has failed to cure the breach within the time periods provided in this Paragraph. Notwithstanding the foregoing to the contrary, it shall be a default under this Agreement, or under an individual Supplement if LESSOR fails, within fifteen (15) days after receipt of written notice of such breach, to perform an obligation required to be performed by LESSOR, and if the failure to perform that obligation interferes with LESSEE's ability to conduct its business in the Premises; provided, however, that if the nature of LESSOR's obligation is such that more than fifteen (15) after notice is reasonably required for its performance, then it shall not be a default under this Agreement or the applicable Supplement if performance is commenced within such fifteen (15) day period and thereafter diligently pursued to completion, but in no event more than thirty (30) calendar days after receipt of written notice. LESSOR and LESSEE agree that a default under an individual Supplement does not constitute a default under this Agreement.

(b) In the event of a default by either Party with respect to a material provision of this Agreement, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of that default, the non-defaulting Party may terminate the applicable Supplement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of the state in which the Premises are located.

18. ENVIRONMENTAL. LESSEE shall conduct its business in compliance with all applicable laws governing the protection of the environment or employee health and safety ("EH&S Laws"). LESSEE shall indemnify and hold harmless the LESSOR from claims to the extent resulting from LESSEE's violation of any applicable EH&S Laws or to the extent that LESSEE causes a release of any regulated substance to the environment. LESSOR shall indemnify and hold harmless LESSEE from all claims resulting from the violation of any applicable EH&S Laws or a release of any regulated substance to the environment except to the extent resulting from the activities of LESSEE. The Parties recognize that LESSEE is only leasing a small portion of space on LESSOR's Property and/or Poles, and that LESSEE shall not be responsible for any environmental condition or issue except to the extent resulting from LESSEE's specific activities and responsibilities. In the event that LESSEE encounters any hazardous substances that do not result from its activities, LESSEE may relocate its facilities to avoid such hazardous substances to a mutually agreeable location.

19. CASUALTY or EMERGENCY.

(a) In the event of damage by fire or other casualty to the Pole or Premises that cannot reasonably be expected to be repaired within forty-five (45) days following same or, if the Property is damaged by fire or other casualty so that such damage may reasonably be expected to disrupt LESSEE's operations at the Premises for more than forty-five (45) days, then LESSEE may, at any time following such fire or other casualty, provided LESSOR has not completed the restoration required to permit LESSEE to resume its operation at the Premises, relocate its facilities to a mutually agreeable location or terminate the Supplement upon fifteen (15) days prior written notice to LESSOR. Any such notice of termination shall cause the Supplement to expire with the same force and effect as though the date set forth in such notice were the date originally set as the expiration date of the Supplement and the Parties shall make an appropriate adjustment, as of such termination date, with respect to payments due to the other under the Supplement.

(b) Notwithstanding any provision of this Agreement otherwise, in the case of an emergency caused by interference, failure of traffic, signal or street lights, power disruption, accident or other unforeseen event which could impact public health and safety the LESSOR will act to protect public health and safety of its citizens, and to protect public and private property. LESSOR will make every reasonable effort to coordinate its emergency response with the LESSEE. To assist in that effort LESSEE shall provide LESSOR with an emergency contact number that may be reached 24 hours a day, seven days a week.

20. APPLICABLE LAWS.

(a) During the Term, LESSOR shall maintain its original Property and Poles in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants, easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, laws regulating hazardous substances) (collectively "**Laws**"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with: (a) all Laws and Utility Regulations relating solely to LESSEE's specific and unique nature of use of the Premises; and (b) to the extent applicable to LESSEE, all building codes requiring modifications to the Premises due to the improvements being made by LESSEE in the Premises. This Agreement does not limit any rights Lessee may have in accordance with applicable Laws to install its own poles in the public rights-of-way or to attach Lessee's equipment to third-party poles located in the rights-of-way so long as such action complies with all Federal, State, and local laws and ordinances applicable.

(b) This Agreement shall in no way limit or waive either Party's present or future rights under applicable Laws. If, after the date of this Agreement, the rights or obligations of either Party are materially preempted or superseded by changes in Laws, the Parties agree to amend the Agreement to reflect the change in Laws.

21. AUTHORIZED ENTITIES. This Agreement is entered into by the Parties each on its own behalf and for the benefit of: (i) any entity in which the Party directly or indirectly holds an equity or similar interest; (ii) any entity which directly or indirectly holds an equity or similar interest in the Party;

or (iii) any entity directly or indirectly under common control with the Party. Each Party and each of the entities described above are referred to herein as an “**Authorized Entity**”. No obligation is incurred or liability accepted by any Authorized Entity until that Authorized Entity enters into a site specific Supplement. Only the Party and the Authorized Entity executing a Supplement are responsible for the obligations and liabilities related thereto arising under that Supplement and this Agreement. All communications and invoices relating to a Supplement must be directed to the Authorized Entity signing the Supplement. A default by any Authorized Entity will not constitute or serve as a basis for a default by any other Authorized Entity not a party to the applicable Supplement.

22. MISCELLANEOUS. This Agreement and the Supplements that may be executed from time to time hereunder contain all agreements, promises and understandings between the LESSOR and the LESSEE regarding this transaction, and no oral agreement, promises or understandings shall be binding upon either the LESSOR or the LESSEE in any dispute, controversy or proceeding. This Agreement may not be amended or varied except in a writing signed by all Parties. This Agreement shall extend to and bind the heirs, personal representatives, successors and assigns hereto. The failure of either party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights hereunder shall not waive such rights and such party shall have the right to enforce such rights at any time. The performance of this Agreement via each Supplement shall be governed interpreted, construed and regulated by the laws of the state in which the Premises is located without reference to its choice of law rules.

23. PUBLIC RECORDS. LESSEE acknowledges that information submitted to the LESSOR may be open to public inspection under State Law. LESSEE may identify information, such as trade secrets, proprietary financial records, customer information or technical information, submitted to the LESSOR as confidential. LESSEE shall prominently mark any information for which it claims confidentiality with the word "Confidential" on each page of such information prior to submitting such information to the LESSOR. The LESSOR shall treat any information so marked as confidential until the LESSOR receives any request for disclosure of such information. In the event LESSOR is requested pursuant to, or required by, applicable law, regulation, or legal or administrative process to disclose any confidential information, LESSOR shall promptly notify LESSEE in writing within five (5) business days of receiving any such request, including a copy of the request, at USCOC of Greater Iowa, Attn: Real Estate Lease Administration, 6410 W. Bryn Mawr Avenue, Chicago, IL 60631, —so that LESSEE may apply for a protective order or other appropriate remedy. In the event that LESSEE does not take any action to stop such disclosure or obtain a protective order concerning such disclosure within forty-eight (48) hours after LESSOR provides such notice to LESSEE, LESSOR may disclose the requested information which may include confidential information without any liability to LESSOR. LESSOR agrees to furnish only that portion of confidential information sought or advised by counsel to be legally required. In the event that LESSEE does take any action to stop such disclosure or obtain a protective order, LESSOR agrees to cooperate with LESSEE but at no cost or expenses of any kind to LESSOR. The LESSOR retains the final discretion to determine whether to release the requested confidential information, in accordance with applicable laws.

24. STRUCTURE RECONDITIONING, REPAIR, REPLACEMENT.

(a) From time to time, LESSOR paints, reconditions, or otherwise improves or repairs the Poles in a substantial way (“**Reconditioning Work**”). LESSOR shall reasonably cooperate with LESSEE to carry out Reconditioning Work activities in a manner that minimizes interference with LESSEE's approved use of the Premises.

(b) Prior to commencing Reconditioning Work, LESSOR shall provide LESSEE with not less than ninety (90) days prior written notice. Upon receiving that notice, it shall be LESSEE's sole responsibility to provide adequate measures to cover or otherwise protect LESSEE's equipment from the consequences of the Reconditioning Work, including but not limited to paint and debris fallout. LESSOR reserves the right to require LESSEE to remove all of LESSEE's equipment from the Poles and Premises during Reconditioning Work, provided the requirement to remove LESSEE's equipment is contained in the written notice required by this Paragraph.

(c) During LESSOR's Reconditioning Work, LESSEE may maintain a temporary small cell communications facility on the Property or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility, or if the Parties cannot agree on a temporary location, the LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.

(d) LESSEE may request a modification of LESSOR's procedures for carrying out Reconditioning Work in order to reduce the interference with LESSEE's use of the Premises. If LESSOR agrees to the modification, LESSEE shall be responsible for all reasonable incremental cost related to the modification.

(e) If the Poles need to be replaced ("**Replacement Work**"), LESSOR shall provide LESSEE with at least ninety (90) days' written notice to remove its equipment. LESSOR shall also promptly notify LESSEE when the Poles have been replaced and LESSEE may re-install its equipment. During LESSOR's Replacement Work, LESSEE may maintain a temporary communications facility on the Property, or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary communications facility or if the Parties cannot agree on a temporary location, the LESSEE, at its sole option, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR.

(f) If the Poles need to be repaired (due to storm, accidents or other damage ("**Repair Work**")), LESSOR shall notify LESSEE to remove its equipment as soon as possible. In the event of an emergency, LESSOR shall contact LESSEE by telephone at LESSEE's Network Operations Center at (800-510-6091) prior to removing LESSEE's equipment. Once the Poles have been replaced or repaired, LESSOR will promptly notify LESSEE it can reinstall its equipment. During LESSOR's Repair Work, LESSEE may maintain a temporary small cell communications facility on the Property or after approval by LESSOR, on any land owned or controlled by LESSOR in the vicinity of the Property. If the Property will not accommodate LESSEE's temporary small cell communications facility, or if the Parties cannot agree on a temporary location, or if the Pole(s) cannot be repaired or replaced within thirty (30) days, LESSEE, at its sole discretion, shall have the right to terminate the applicable Supplement upon thirty (30) days written notice to LESSOR. However, at LESSEE's sole option, within thirty (30) days after the casualty damage, LESSOR must provide LESSEE with a replacement Supplement to lease space at a new location upon which the Parties mutually agree.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective the day and year first above written.

LESSOR:

City of Indianola, Iowa

By: Kelly B. Shaw

Its: Mayor

Date: _____

LESSEE:

USCOC of Greater Iowa, LLC

By _____

Its: _____

Date: _____

EXHIBIT A

LEASE SUPPLEMENT

This Lease Supplement ("**Supplement**"), is made this ____ day of _____, 20__ between the City of Indianola, Iowa, whose principal place of business is 110 N 1st Street, Indianola, Iowa 50125 ("**Lessor**"), and USCOC of Greater Iowa, LLC, whose principal place of business 8410 W. Bryn Mawr Avenue, Chicago, Illinois 60631, Attention: Real Estate Lease Administration ("**Lessee**").

1. **Master Lease Agreement.** This Supplement is a Supplement as referenced in that certain Master Lease Agreement between the City of Indianola, Iowa and USCOC of Greater Iowa, LLC, dated _____, 20__, (the "**Agreement**"). All of the terms and conditions of the Agreement are incorporated herein by reference and made a part hereof without the necessity of repeating or attaching the Agreement. In the event of a contradiction, modification or inconsistency between the terms of the Agreement and this Supplement, the terms of this Supplement shall govern. Capitalized terms used in this Supplement shall have the same meaning described for them in the Agreement unless otherwise indicated herein.
2. **Premises.** Lessor hereby leases to Lessee certain spaces on and within Lessor's Property listed on Exhibit 1, including, without limitation, Equipment Space, Cabling Space and Antenna Space on the Pole(s). The Equipment Space, Antenna Space, Cabling Space and Poles are as shown on Supplement **Exhibits 2**, attached hereto and made a part hereof.
3. **Term.** The Commencement Date of this Supplement shall be as set forth in **Paragraph 3** of the Agreement.
4. **Consideration.** Lease payment under this Supplement shall be One Hundred Fifty dollars (\$150.00) per year per pole, payable in annual installments as set forth in **Paragraph 3** of the Agreement. Lease payments shall be delivered to Lessor at 50 West 13th Street, Indianola, Iowa 52001.
5. **Power Delivery.** Lessee shall obtain power directly from the local utility company.

IN WITNESS WHEREOF, the Lessor and the Lessee have executed this Supplement effective the day and year first above written.

LESSOR:

City of Indianola, Iowa

By: Kelly B. Shaw

Its: Mayor

Date: _____

EXHIBIT A (continued)

LESSEE:

USCOC of Greater Iowa, LLC

By _____

Its: _____

Date: _____

EXHIBIT A (continued)

SUPPLEMENT EXHIBIT 1

List of Premises

Lessee Site Name	Nearest Address / Location	Site Specific Conditions if any

EXHIBIT A (continued)

SUPPLEMENT EXHIBIT 2

Equipment Space, Antenna Space, Cabling Space and Poles

Exhibit B

1. Lessee shall furnish a signed certificate of insurance to the City of Indianola, Iowa for the coverage required prior to the lease, license, or permit commencement. All lessees of City property and right of way licensees or permittees shall submit an updated certificate annually. Each certificate shall be prepared on the most current ACORD form approved by the Iowa Insurance Division or an equivalent. Each certificate shall include a statement under Description of Operations as to why the certificate was issued. Master Lease Agreement, _____, 2020.
2. All policies of insurance required hereunder shall be with an insurer authorized to do business in Iowa and all insurers shall have a rating of A or better in the current A.M. Best's Rating Guide.
3. Each certificate shall be furnished to the Finance Department of the City of Indianola.
4. The lessee, licensee, or permittee shall be required to carry the minimum coverage/limits, or greater if required by law or other legal agreement, in Exhibit I. Failure to provide the required minimum coverage shall not be deemed a waiver of such requirements by the City of Indianola.
5. Failure to obtain or maintain the required insurance shall be considered a material breach of the lease, license, or permit.
6. All required endorsements shall be attached to certificate.
7. Whenever a specific ISO form is referenced the current edition of the form must be used unless an equivalent form is approved by the Finance Director. The lessee, licensee, or permittee must identify and list in writing all deviations and exclusions from the ISO form.
8. If lessee's, licensee's, or permittee's limits of liability are higher than the required minimum limits then the lessee's, licensee's, or permittee's limits shall be this agreement's required limits.
9. Lessee, licensee, or permittee shall require all subcontractors and sub-subcontractors to obtain and maintain during the performance of work insurance for the coverages described in this Insurance Schedule and shall obtain certificates of insurance from all such subcontractors and sub-subcontractors. Lessee, licensee, or permittee agrees that it shall be liable for the failure of a subcontractor and sub-subcontractor to obtain and maintain such coverage. The City may request a copy of such certificates from the lessee, licensee, or permittee.

Exhibit B (continued)

A) COMMERCIAL GENERAL LIABILITY

General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal and Advertising Injury Limit	\$1,000,000
Each Occurrence	\$1,000,000
Fire Damage Limit (any one occurrence)	\$50,000
Medical Payments	\$5,000

- 1) Coverage shall be written on an occurrence, not claims made, form. The general liability coverage shall be written in accord with ISO form CG0001 or equivalent.
- 2) Include ISO endorsement form CG 25 04 "Designated Location(s) General Aggregate Limit."
- 3) Coverage is primary and non-contributory with respect to Lessee's liability assumed under Agreement.
- 4) Include Preservation of Governmental Immunities Endorsement (Sample attached).
- 5) Include additional insured endorsement for:
The City of Indianola, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees and volunteers. Use ISO form CG 20 10 (Ongoing operations) or its equivalent.

Policy shall include either a Waiver of Right to Recover from Others or Waiver of Subrogation endorsement.

B) WORKERS' COMPENSATION & EMPLOYERS LIABILITY

Statutory benefits covering all employees injured on the job by accident or disease as prescribed by Iowa Code Chapter 85 as amended.

Coverage A	Statutory—State of Iowa	
Coverage B	Employers Liability	
	Each Accident	\$100,000
	Each Employee-Disease	\$100,000
	Policy Limit-Disease	\$500,000

Policy shall include Waiver of Right to Recover from Others endorsement.

C) RIGHT-OF-WAY WORK ONLY:

UMBRELLA/EXCESS	\$1,000,000
------------------------	--------------------

Umbrella/excess liability coverage must be at least following form with the underlying policies included herein.

Exhibit B (continued)

PRESERVATION OF GOVERNMENTAL IMMUNITIES ENDORSEMENT

1. Nonwaiver of Governmental Immunity. The insurer expressly agrees and states that the purchase of this policy and the including of the City of Indianola, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Indianola, Iowa under Code of Iowa Section 670.4 as it is now exists and as it may be amended from time to time.

2. Claims Coverage. The insurer further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Those claims not subject to Code of Iowa Section 670.4 shall be covered by the terms and conditions of this insurance policy.

3. Assertion of Government Immunity. The City of Indianola, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurer.

4. Non-Denial of Coverage. The insurer shall not deny coverage under this policy and the insurer shall not deny any of the rights and benefits accruing to the City of Indianola, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Indianola, Iowa.

No Other Change in Policy. The above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

Meeting Date: 09/08/2020

Subject

Resolution approving amendment number one to the professional services agreement with Advanced Data Processing.

Information

Fiscal Impact

Attachments

Amendment Memorandum
Resolution Approving Amendment
Amendment



FIRE DEPARTMENT

TO: Mayor Kelly Shaw and City Council Members
CC: City Manager Ryan Waller
FROM: Fire Chief Gregory M. Chia
DATE: August 21, 2020
RE: Addendum with Intermedix / ADPI / PCG services

Accept contractual addendum with ADPI and PCG Companies, including a 3-year extension with ADPI/ Intermedix EMS billing services.

Public Consulting Group (PCG) is a leader in providing ground emergency medical transport (GEMT) and Medicare cost reporting services. Currently this company is working with state-operated facilities on cost reports submission to the Medicare intermediary. PCG uses its experience to guide partners on allowable costs, provider charges, prospective payments, and appeals for Medicare.

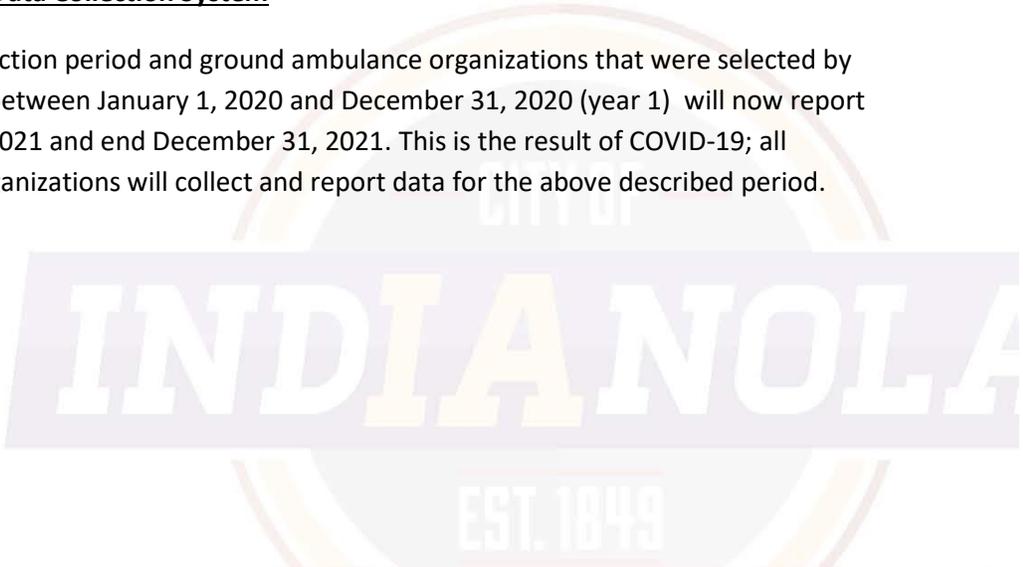
Medicare Cost Survey / GEMT

As part of the Budget Act of 2018, the Centers for Medicare and Medicaid Services (CMS) requires that all providers of ground ambulance services collect and report expenditures, revenues, utilization, and other departmental statistics. This data will be used to assess current payment rates and inform future reimbursement rates. In November 2019, CMS selected 2,600 ambulance providers to complete the Medicare Cost Survey. “Failure to sufficiently submit the required information will result in a 10 percent reduction to payments under the Ambulance Fee Schedule (AFS) for one year” (CMS, 2019). Precise and complete cost data collection is critical to the establishment of adequate future rates.

PCG in coordination with ADPI/ Intermedix will gather the requested data in the appropriate formatted process and complete the Medicare Cost Survey.

Medicare Ground Ambulance Data Collection System

CMS is modifying the data collection period and ground ambulance organizations that were selected by CMS to collect data beginning between January 1, 2020 and December 31, 2020 (year 1) will now report data for the period January 1, 2021 and end December 31, 2021. This is the result of COVID-19; all selected ground ambulance organizations will collect and report data for the above described period.



City of Indianola

RESOLUTION NO

**RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF INDIANOLA, IOWA AND ADVANCED DATA PROCESSING, INC**

WHEREAS, the City of Indianola, Iowa is engaged with Advanced Data Processing, Inc to provide EMS billing services for the City; and

WHEREAS, the City of Indianola, Iowa is in need of an amendment to the billing services agreement with Advanced Data Processing;

WHEREAS, it is the determination of the City Council that the City should enter into Amendment Number One to the Professional Services Agreement in the form attached as Exhibit A.

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

1. Amendment Number One to the Professional Service Agreement with Advanced Data Processing is in the public interest of the citizens of the city of Indianola and is hereby approved.
2. The Mayor or City Manager is authorized and directed to execute Amendment Number One to the Professional Services Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the City seal.

APPROVED and PASSED this 8th day of September 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

**AMENDMENT NO. 1
TO THE
PROFESSIONAL SERVICES AGREEMENT**

THIS AMENDMENT NO. 1 (the “Amendment”) is made and entered into this day of September 2020 (“Amendment Effective Date”) by and between **City of Indianola**, a municipal corporation of the State of Iowa (“Client”) and **Advanced Data Processing, Inc.**, a Delaware corporation (“ADPI”). Client and ADPI are each sometimes referred to herein as a “Party” and collectively as the “Parties.”

WHEREAS, Client and ADPI entered into a Professional Services Agreement, effective March 12, 2018 (the “Agreement”); and

WHEREAS, the Parties desire to extend the term of the Agreement; and

WHEREAS, the Parties also desire to add Medicare Cost Reporting Consulting Services and Ground Emergency Medical Transportation (GEMT) Supplemental Reimbursement Consulting Services to the Agreement.

NOW THEREFORE, in consideration of the foregoing, the mutual promises and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. The term of the Agreement is hereby extended for an additional three (3) years. For avoidance of doubt, the Agreement shall now expire on March 5, 2024. Thereafter, the Agreement shall renew for three-twelve (12) month periods upon mutual agreement of both the Client and ADPI.

2. New Exhibit B (Medicare Cost Reporting Consulting Services) and new Exhibit B-1 (Medicare Cost Reporting Consulting Fee) attached herewith are hereby added to the Agreement.

3. Exhibit B Amendment Term. The Medicare Cost Reporting Consulting Services described in Exhibit B and Exhibit B-1 will commence on the Amendment Effective Date and continue thereafter until the latter of (i) December 31, 2025 or (ii) completion of the Medicare Cost Reporting Consulting Services, which shall include the Client’s obligation to pay Medicare Cost Reporting Consulting Fees due and owing ADPI. For the avoidance of doubt, in the event the Agreement shall expire or be terminated (where the termination expressly does not include Medicare Cost Reporting Consulting Services then in effect) prior to December 31, 2025, the Agreement shall be deemed to remain in force and effect for the purposes of such Medicare Cost Reporting Consulting Services and will expire automatically upon the conclusion of the Medicare Cost Reporting Consulting Services as described herein. If the Agreement does not expire and is not terminated prior to December 31, 2025 or the completion of such Medicare Cost Reporting Consulting Services, it will continue in full force and effect.

4. New Exhibit C (Description of Consulting Services and Revenue Recognition Process) and new Exhibit C-1 (Consulting Services Fee) attached herewith are hereby added to the Agreement.

5. Capitalized terms not otherwise defined in this Amendment shall have the meanings ascribed to such terms in the Agreement. All terms and conditions of the Agreement are hereby ratified and shall remain in full force and effect except to the extent this Amendment expressly modifies or is inconsistent with the terms and conditions of the Agreement, in which case the terms of this Amendment shall be controlling.

[Signature page follows.]

IN WITNESS OF, the Parties have executed this Amendment to the above-referenced Agreement effective as of the Amendment Effective Date.

CITY OF INDIANOLA

ADVANCED DATA PROCESSING, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit B

Medicare Cost Reporting Consulting Services

The Centers of Medicare and Medicaid (CMS) recently established new reporting requirements requiring every ambulance service in the country (25% of them randomly chosen each year over the next four years, 50% in year one due to recent COVID-19 program delay) that calculates Medicare related EMS costs. Ground ambulance providers and suppliers have the ability to report their costs on a fiscal year of their choosing. For instance, providers selected to participate in the cost survey in 2021 will have the ability to submit their data to CMS following the twelve (12) month reporting period of January 1-December 31, April 1-March 31, July 1-June 31, or October 1-September 30. The first round of reports (January 1-December 31) are due in May 2022 and the subsequent submissions follow 5 months after the end of the reporting cycle.

Client has selected ADPI and ADPI's Consultant, Public Consulting Group, Inc. ("PCG") to provide consulting services related to the preparation of the Medicare Cost Survey according to the Service Levels set forth below:

Standard: Training and Help Desk Support

- **Medicare Cost Survey training** via secure web-based portal with access to individual training modules for each survey component;
- **Data compilation guidance and automated tools** to facilitate data collection and cost survey preparation; and
- **Dedicated help desk support**, up to five scheduled hours.

Professional: Training, Help Desk Support, and Detailed Desk Review

- **Medicare Cost Survey training** via secure web-based portal with access to individual training modules for each survey component;
- **Data compilation guidance and automated tools** to facilitate data collection and cost survey preparation;
- **Dedicated help desk support**, up to five scheduled hours;
- **Detailed desk review** of the Medicare Cost Survey and supporting documentation with summary of findings;
- **Analysis of costs** in comparison to "like-sized" departments;
- **Written report of findings** with recommendations, areas of concern, and considerations; and
- **Scheduled conference call** to walk through desk review results, cost analysis, and recommendations.

Premium: Comprehensive Medicare Cost Survey Preparation and Audit Support

- **Dedicated team of experts** to complete the Medicare Cost Survey on Company clients' behalf;
- **Ongoing communication:** initial data collection and close-out survey review meetings, timely updates and feedback;
- **Detailed data analysis:** expenditures assessment, unallowable costs adjustments, and utilization statistics verification;
- **Preparation and audit** of Medicare Cost Survey and supporting documentation;
- **CMS submission** of final report and supporting documentation;
- **Federal audit support;** and
- **Full access to web-based portal** and training resources.

Exhibit B-1
Medicare Cost Reporting Consulting Fees

Payment for Medicare Cost Reporting Consulting Services.

In consideration of the Medicare Cost Reporting Consulting Services rendered by ADPI, Client agrees to pay ADPI the following one-time fee (the “Medicare Cost Reporting Consulting Fee”) based on the Service Level Client has chosen as set forth below:

Fee Schedule

Service Level	Premium
ADPI to Invoice Client- One Time Fee	\$35,000

ADPI will invoice Client a one-time Medicare Cost Reporting Consulting Fee of Thirty-Five Thousand Dollars (\$35,000) within thirty (30) days following the submission of the Client’s Medicare Cost Survey.

Exhibit C
Description of Consulting Services and Revenue Recognition Process

Contractor, through its consultant, Public Consulting Group, Inc. (“PCG”) shall provide the following Ground Emergency Medical Transportation (GEMT) Supplemental Reimbursement Consulting Services (“Consulting Services”):

- Term of Consulting Services: The term of Consulting Services is coterminous with the Agreement.
- Draft application materials and responding to requests for additional information necessary for the provider to gain approval to participate in the Ground Emergency Medical Transportation (GEMT) program which offer reimbursements from Medicaid for EMS agencies.
- Prepare a fiscal impact study and presenting results to department/state stakeholders to demonstrate benefits of a Certified Public Expenditure (“CPE”) Program, Medicaid Managed Care Organization (“MCO”) supplemental payment, and uninsured CPE (if applicable) program to the provider.
- Meet with the Iowa Department of Human Services (MDHS) and City to further develop the GEMT Reimbursement Program for both CPE and MCO.
- Identify eligible costs and developing appropriate cost allocation methodologies to report only allowable costs for providing emergency medical services to Medicaid and, as applicable, uninsured populations.
- Prepare the annual Medicaid cost report for EMS on behalf of provider.
- Conduct analysis of the provider’s financial and billing data in order to prepare and submit annual cost reports, the mechanism for providers to receive additional revenue under GEMT.
- Provide comprehensive desk review support, including but not limited to conducting reviews of all cost settlement files, performing detailed analysis of billing reports generated by Medicaid agencies to ensure that all allowable charges and payments are encompassed in the calculation of the final settlement, and drafting letters and providing supporting documentation to meet Medicaid requirements and expedite settlement.
- Perform relevant analysis to determine a viable MCO supplemental payment methodology.
- Execute MCO supplemental payment calculations in adherence with the approved methodology.
- Determine enhanced supplemental payments realized by provider, as necessary.
- Conduct comparative analysis to identify significant trends in billing and financial data.
- Provide charge master review to ensure that the provider is optimizing charges to drive revenue generation.
- Respond to, and represent City on any MDHS or Centers for Medicare & Medicaid Services (“CMS”) audit, review or communication regarding any GEMT cost report prepared by Contractor/PCG and delivered to MDHS on behalf of the City.

Attachment C-1
Consulting Services Fee

1. Payment for Consulting Services. The terms set forth below are specific to the City and unique to the City's demographics, volume, and scope of services, among additional criteria. In consideration of the services rendered by Contractor, the City agrees to pay Contractor the following Consulting Services Fee:

Nine percent (9%) of the City's reimbursement revenue received through GEMT program.

GEMT reimbursement revenue realized shall be determined by the Medicaid cost settlement calculated based on the Medicaid cost report and based on the net state funding received by the City (Total Funding). All supplemental reimbursement revenue realized by the City from the GEMT program shall be paid in full directly to City. Contractor will not receive any compensation until the GEMT reimbursement revenues are received by the City.

Contractor will invoice City for the Consulting Services Fees within thirty (30) days of City's receipt of funds from MDHS. City will remit payment to Contractor within thirty (30) days of invoice receipt. If, as a result of an audit by MDHS or CMS, a refund is required of the City, Contractor agrees to return the portion of the Consulting Services Fee that was paid on the amount being refunded.

Meeting Date: 09/08/2020

Subject

Second consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to standard penalty.

Information

Fiscal Impact

Attachments

Standard Penalty Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, BY AMENDING PROVISIONS PERTAINING TO STANDARD PENALTY

Be It Enacted by the City Council of the City of Indianola, Iowa:

SECTION 1. SECTION MODIFIED. Section 1.14 of the Code of Ordinances of the City of Indianola, Iowa, is repealed and the following adopted in lieu thereof:

1.14 STANDARD PENALTY. Unless another penalty is expressly provided by this Code of Ordinances for violation of any particular provision, section, or chapter, any person failing to perform a duty required by this Code of Ordinances or otherwise violating any provision of this Code of Ordinances or any rule or regulation adopted herein by reference shall, upon conviction, be subject to a fine of at least \$105.00 but not to exceed \$855.00, and shall specifically exclude imprisonment.

(Code of Iowa, Sec. 364.3[2] and 903.1[1a])

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk

Meeting Date: 09/08/2020

Subject

Second consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to tobacco use.

Information

Fiscal Impact

Attachments

Tobacco Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, BY AMENDING PROVISIONS PERTAINING TO TOBACCO USE

Be It Enacted by the City Council of the City of Indianola, Iowa:

SECTION 1. SECTION MODIFIED. Section 46.02 of the Code of Ordinances of the City of Indianola, Iowa, is repealed and the following adopted in lieu thereof:

46.02 CIGARETTES AND TOBACCO. It is unlawful for any person under 21 years of age to smoke, use, possess, purchase, or attempt to purchase any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes. Possession of tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes by an individual under 21 years of age shall not constitute a violation of this section if the individual under 21 years of age possesses the tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes as part of the person's employment and said person is employed by a person who holds a valid permit under Chapter 453A of the *Code of Iowa* or who lawfully offers for sale or sells cigarettes or tobacco products.

(Code of Iowa, Sec. 453A.2)

SECTION 2. SECTION MODIFIED. Section 121.07 of the Code of Ordinances of the City of Indianola, Iowa, is repealed and the following adopted in lieu thereof:

121.07 PERSONS UNDER LEGAL AGE. A person shall not sell, give, or otherwise supply any tobacco, tobacco products, alternative nicotine products, vapor products, or cigarettes to any person under 21 years of age. The provision of this section includes prohibiting person under 21 years of age from purchasing tobacco, tobacco products, alternative nicotine products, vapor products, and cigarettes from a vending machine. If a retailer or employee of a retailer violates the provisions of this section, the Council shall, after written notice and hearing, and in addition to the other penalties fixed for such violation, assess the following:

1. For a first violation, the retailer shall be assessed a civil penalty in the amount of \$300.00. Failure to pay the civil penalty as ordered under this subsection shall result in automatic suspension of the permit for a period of 14 days.
2. For a second violation within a period of two years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 or the retailer's permit shall be suspended for a period of 30 days. The retailer may select its preference in the penalty to be applied under this subsection.
3. For a third violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 30 days.
4. For a fourth violation within a period of three years, the retailer shall be assessed a civil penalty in the amount of \$1,500.00 and the retailer's permit shall be suspended for a period of 60 days.
5. For a fifth violation within a period of four years, the retailer's permit shall be revoked.

The Clerk shall give 10 days' written notice to the retailer by mailing a copy of the notice to the place of business as it appears on the application for a permit. The notice shall state the reason for the contemplated action and the time and place at which the retailer may appear and be heard.

(Code of Iowa, Sec. 453A.2, 453A.22 and 453A.36[6])

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk

Meeting Date: 09/08/2020

Subject

Second consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, pertaining to animal control.

Information

Fiscal Impact

Attachments

Animal Control Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, BY AMENDING PROVISIONS PERTAINING TO ANIMAL CONTROL

Be It Enacted by the City Council of the City of Indianola, Iowa:

SECTION 1. SECTION MODIFIED. Section 55.01 of the Code of Ordinances of the City of Indianola, Iowa, is repealed and the following adopted in lieu thereof:

55.01 DEFINITIONS. The following terms are defined for use in this chapter.

1. “Advertise” means to present a commercial message in any medium, including (but not limited to) print, radio, television, sign, display, label, tag, or articulation.

(Code of Iowa, Sec. 717E.1)

2. “Animal” means a nonhuman vertebrate.

(Code of Iowa, Sec. 717B.1)

3. “Animal shelter” means a facility which is used to house or contain dogs or cats, or both, and which is owned, operated, or maintained by an incorporated humane society, animal welfare society, society for the prevention of cruelty to animals, or other nonprofit organization devoted to the welfare, protection, and humane treatment of such animals.

(Code of Iowa, Sec. 162.2)

4. “At large” means off the premises of the owner and not under the control of a competent person, restrained within a motor vehicle, or housed in a veterinary hospital or kennel. A dog is not at large if it is in the confines of a City-owned off-leash dog park provided that such dog and its handler are at all times in compliance with all the rules for such park.

5. “Business” means any enterprise relating to any of the following:

(Code of Iowa, Sec. 717E.1)

- A. The sale or offer for sale of goods or services.
- B. A recruitment for employment or membership in an organization.
- C. A solicitation to make an investment.
- D. An amusement or entertainment activity.

6. “Commercial establishment” means an animal shelter, boarding kennel, commercial breeder, commercial kennel, dealer, pet shop, pound, public auction, or research facility.

(Code of Iowa, Sec. 717.B1)

7. “Fair” means any of the following:

(Code of Iowa, Sec. 717E.1)

- A. The annual fair and exposition held by the Iowa State Fair Board pursuant to Chapter 173 of the *Code of Iowa* or any fair event conducted by a fair under the provisions of Chapter 174 of the *Code of Iowa*.
- B. An exhibition of agricultural or manufactured products.

C. An event for operation of amusement rides or devices or concession booths.

8. “Game” means a “game of chance” or “game of skill” as defined in Section 99B.1 of the *Code of Iowa*.

(Code of Iowa, Sec. 717E.1)

9. “Injury” means an animal’s disfigurement; the impairment of an animal’s health; or an impairment to the functioning of an animal’s limb or organ, or the loss of an animal’s limb or organ.

(Code of Iowa, Sec. 717.B1)

10. “Livestock” means an animal belonging to the bovine, caprine, equine, ovine or porcine species, ostriches, rheas, and emus; farm deer (as defined in Section 170.1 of the *Code of Iowa*); or poultry.

(Code of Iowa, Sec. 717.1)

11. “Owner” means any person owning, keeping, sheltering, or harboring an animal.

12. “Pet” means a living dog, cat, or an animal normally maintained in a small tank or cage in or near a residence, including but not limited to a rabbit, gerbil, hamster, mouse, parrot, canary, mynah, finch, tropical fish, goldfish, snake, turtle, gecko, or iguana.

(Code of Iowa, Sec. 717E.1)

13. “Pound” means a facility for the prevention of cruelty to animals operated by the State, a municipal corporation, or other political subdivision of the State for the purpose of impounding or harboring seized stray, homeless, abandoned, or unwanted dogs, cats, or other animals; or a facility operated for such a purpose under a contract with any municipal corporation or incorporated society.

(Code of Iowa, Sec. 162.2)

14. “Research facility” means any school or college of medicine, veterinary medicine, pharmacy, dentistry, or osteopathic medicine, or hospital, diagnostic or research laboratories, or other educational or scientific establishment situated in the State concerned with the investigation of, or instruction concerning the structure or function of living organisms, the cause, prevention, control, or cure of diseases or abnormal conditions of human beings or animals.

(Code of Iowa, Sec. 162.2)

15. “Veterinarian” means a veterinarian licensed pursuant to Chapter 169 of the *Code of Iowa* who practices veterinary medicine in the State.

(Code of Iowa, Sec. 717.B1)

SECTION 2. SECTION MODIFIED. Section 55.02 of the Code of Ordinances of the City of Indianola, Iowa, is repealed and the following adopted in lieu thereof:

55.02 ANIMAL NEGLECT.

1. It is unlawful for a person who owns or has custody of an animal and confines that animal to fail to provide the animal with any of the following conditions for the animal’s welfare:

(Code of Iowa, Sec. 717B.3)

A. Access to food in an amount and quality reasonably sufficient to satisfy the animal’s basic nutrition level to the extent that the animal’s health or life is endangered.

B. Access to a supply of potable water in an amount reasonably sufficient to satisfy the animal's basic hydration level to the extent that the animal's health or life is endangered. Access to snow or ice does not satisfy this requirement.

C. Sanitary conditions free from excessive animal waste or the overcrowding of animals to the extent that the animal's health or life is endangered.

D. Ventilated shelter reasonably sufficient to provide adequate protection from the elements and weather conditions suitable for the age, species, and physical condition of the animal so as to maintain the animal in a state of good health to the extent that the animal's health or life is endangered. The shelter must protect the animal from wind, rain, snow, or sun and have adequate bedding to provide reasonable protection against cold and dampness. A shelter may include a residence, garage, barn, shed, or doghouse.

E. Grooming, to the extent it is reasonably necessary to prevent adverse health effects or suffering.

F. Veterinary care deemed necessary by a reasonably prudent person to relieve an animal's distress from any of the following:

(1) A condition caused by failing to provide for the animal's welfare as described in this section.

(2) An injury or illness suffered by the animal causing the animal to suffer prolonged pain and suffering.

2. This section does not apply to any of the following:

A. A person operating a commercial establishment under a valid authorization issued or renewed under Section 162.2A of the *Code of Iowa*, or a person acting under the direction or supervision of that person, if all of the following apply:

(1) The animal, as described in Subsection 1, was maintained as part of the commercial establishment's operation.

(2) In providing conditions for the welfare of the animal, as described in Subsection 1, the person complied with the standard of care requirements provided in Section 162.10A[1] of the *Code of Iowa*, including any applicable rules adopted by the Department of Agriculture and Land Stewardship applying to: (i) a State licensee or registrant operating pursuant to Section 162.10A[2a] or [2b] of the *Code of Iowa*; or (ii) a permittee operating pursuant to Section 162.10A[2c] of the *Code of Iowa*.

B. A research facility if the research facility has been issued or renewed a valid authorization by the Department of Agriculture and Land Stewardship pursuant to Chapter 162 of the *Code of Iowa*, and performs functions within the scope of accepted practices and disciplines associated with the research facility.

SECTION 3. SECTION MODIFIED. Section 55.04 of the Code of Ordinances of the City of Indianola, Iowa, is repealed and the following adopted in lieu thereof:

55.04 ABANDONMENT OF CATS AND DOGS. It is unlawful for a person who owns or has custody of a cat or dog to relinquish all rights in and duties to care for the cat or dog. This section does not apply to any of the following:

(Code of Iowa, Sec. 717B.8)

1. The delivery of a cat or dog to another person who will accept ownership and custody of the cat or dog.
2. The delivery of a cat or dog to an animal shelter or that has been issued or renewed a valid authorization by the Department of Agriculture and Land Stewardship under Chapter 162 of the *Code of Iowa*.
3. A person who relinquishes custody of a cat at a location in which the person does not hold a legal or equitable interest, if previously the person had taken custody of the cat at the same location and provided for the cat's sterilization by a veterinarian.

SECTION 4. SECTION ADDED. Chapter 55 of the Code of Ordinances of the City of Indianola, Iowa, is amended by adding a new Section 55.18 which is hereby adopted to read as follows:

55.18 TAMPERING WITH A RABIES VACCINATION TAG. It is unlawful to tamper with a rabies vaccination tag.

(Code of Iowa, Sec. 351.45)

1. A person commits the offense of tampering with a rabies vaccination tag if all of the following apply:
 - A. The person knowingly removes, damages, or destroys a rabies vaccination tag as described in Section 351.35 of the *Code of Iowa*.
 - B. The rabies vaccination tag is attached to a collar worn by a dog, including as provided in Sections 351.25 and 351.26 of the *Code of Iowa*.
2. This section shall not apply to an act taken by any of the following:
 - A. The owner of the dog, an agent of the owner, or a person authorized to take action by the owner.
 - B. A peace officer.
 - C. A veterinarian.
 - D. An animal shelter or pound.

SECTION 5. SECTION ADDED. Chapter 55 of the Code of Ordinances of the City of Indianola, Iowa, is amended by adding a new Section 55.19 which is hereby adopted to read as follows:

55.19 TAMPERING WITH AN ELECTRONIC HANDLING DEVICE. It is unlawful to tamper with an electronic handling device.

(Code of Iowa, Sec. 351.46)

1. A person commits the offense of tampering with an electronic handling device if all of the following apply:
 - A. The person knowingly removes, disables, or destroys an electronic device designed and used to maintain custody or control of the dog or modify the dog's behavior.

B. The electronic device is attached to or worn by the dog or attached to an item worn by the dog, including (but not limited to) a collar, harness, or vest.

2. This section shall not apply to an act taken by any of the following:

A. The owner of the dog, an agent of the owner, or a person authorized to take action by the owner.

B. A peace officer.

C. A veterinarian.

D. An animal shelter or pound.

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

SECTION 7. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed by the Council on the _____ day of _____, _____, and approved this _____ day of _____, _____.

Mayor

ATTEST:

City Clerk

First Reading: _____

Second Reading: _____

Third Reading: _____

I certify that the foregoing was published as Ordinance No. _____ on the _____ day of _____, _____.

City Clerk

Meeting Date: 09/08/2020

Subject

Second consideration of an Ordinance amending various sections of the Code of Ordinances of the City of Indianola regarding fees.

Information

Fiscal Impact

Attachments

Fee Ordinance

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA REGARDING VARIOUS FEES.

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

Section 1. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

96.02 PERMIT FEE.

There are two classes of building sewer permits:

1. For residential and commercial service; and
2. For service to establishments producing industrial waste.

A permit and inspection fee required by this section shall be as set by Resolution of the City Council and ~~of \$100.00 for a residential or commercial building sewer permit when a “Y” is available in the public sewer for connection of the building sewer, and \$200.00 when a “Y” is not available in the public sewer for connection of the building sewer, and \$300.00 for an industrial building sewer permit shall be paid to the City at the time the application is filed. In the event a portion of the sanitary sewer service line is replaced, a permit and inspection fee of \$20.00 is required.~~

Section 2. The following section be and is hereby amended by inserting the underlined language as follows:

134.04 RIGHT-OF-WAY INSTALLATION PERMITS.

1. A right-of-way user shall obtain, by application to the Building and Zoning Department, a permit for installation in the City right-of-way whenever the right-of-way user desires to place, construct, or bury anything in the City right-of-way. No permit is required if the Building and Zoning Official determines that the work is routine maintenance. Such application shall be accompanied by:

E. A fee for a permit required by this section shall be as set by Resolution of the City Council.

Section 3. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

135.14 CURB CUTS.

2. Fee. The fee for a permit required by this section is ~~\$20.00.~~ shall be as set by Resolution of the City Council.

Section 4. The following section be and is hereby amended by inserting the underlined language as follows:

136.07 PERMIT REQUIRED.

No person shall remove, reconstruct, or install a sidewalk unless such person has obtained a permit from the City and has agreed in writing that said removal, reconstruction, or installation will comply with all ordinances and requirements of the City for such work. A written application for such permit shall be filed with the City. The fee for a permit required by this section shall be as set by Resolution of the City Council.

Section 5. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

141.03 ISSUANCE OF PERMIT.

The Building Official may, after review and consideration of any application as above required, issue a permit to an applicant. Any such permit issued shall be to plant trees in strict compliance with terms and provisions of this chapter. A copy of the application and plan or drawing as finally approved by the Building Official shall be kept on file in the office of the Building Official. All such permits shall be issued upon the express condition that they may be revoked at any time by the Building Official and that all trees planted pursuant to said permit may be removed by the City without liability to any person or property for such removal. Further, no such permit shall be issued until the applicant shall have executed and filed with the Building Official an indemnification agreement whereby said applicant agrees to save and hold harmless the City from any and all liability for damage or injury to person or property proximately caused by trees planted, moved or removed pursuant to said permit. All street trees shall be planted within 120 days after approval unless an extension is requested in writing by the applicant and approved by the Building Official. An extension of one year can be granted for good reasons. If the 120 days elapses, a new permit with fee shall be required to plant street trees. The fee for a permit required by this section shall be as set by Resolution of the City Council and A \$5.00 fee for each permit shall be paid prior to application approval.

Section 6. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

165.33 HEARINGS, APPEALS AND NOTICE.

Appeals to the Board of Adjustment concerning interpretation or administration of this chapter may be taken by any person aggrieved or by any officer or bureau of the governing body of the City affected by any decision of the Administrative Officer. Such appeals shall be taken

within a reasonable time, not to exceed 60 days, by filing with the Administrative Officer and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The Administrative Officer shall forthwith transmit to the Board all papers constituting the record upon which the action appealed from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or attorney. A fee as set by Resolution of the City Council of ~~\$100.00~~ shall be paid to the Administrative Officer at the time the notice of appeals is filed, which the Administrative Officer shall forthwith pay over to the credit of the General Revenue Fund of the City.

Section 7. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

165.39 APPLICATION FOR CHANGE OF ZONING DISTRICT BOUNDARIES.

Any person may submit to the Council an application requesting a change in the zoning district boundaries as shown on the official zoning district map. Such application shall be filed with the Administrative Officer accompanied by a fee as set by Resolution of the City Council of ~~\$200.00~~ and shall contain the following information:

Section 8. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

166.06 ALTERNATE METHOD FOR APPROVAL OF SITE PLAN.

1. If the Director of Community Development does not approve the site plan as presented and the applicant is unable or unwilling to meet the above criteria and specific design standards or provide the information as required, the applicant shall have the option of submitting the site plan to the Planning and Zoning Commission and Council for their review, in accordance with the following provisions: Applicant shall cause to be prepared a site plan for such development and submit a reproducible medium and three copies to the Community Development Department. The site plan shall be accompanied by a cover letter requesting review and approval of said plan and by a receipt from the Clerk's office as proof of payment of the application fee as set by Resolution of the City Council. ~~which is as follows:~~

~~Site plan review — one acre or less — \$ 50.00~~

~~Site plan review — more than one acre — \$ 100.00~~

Section 9. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

167.14 FEES.

Every applicant for a sign permit shall pay such fee to the Clerk as set by Resolution of the City Council. ~~in the following amount:~~

- ~~1. Signs 24 square feet or less—\$25.00~~
- ~~2. Signs over 24 square feet and not more than 100 square feet—\$50.00~~
- ~~3. Signs over 100 square feet—\$75.00 plus 20 cents per square foot over 100 square feet.~~

In computing the area of a sign, only one face of a double face sign shall be taken as the area of the sign.

Section 10. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

167.22 EXEMPTION; APPLICATION TO COUNCIL.

Whenever, because of unusual circumstances, there are practical difficulties involved in carrying out the provisions of this chapter, the Council may grant a specific exemption for individual situations, provided the Council shall first find that a special and unusual, individual circumstance makes the strict application of this chapter impractical and that the exemption granted with appropriate safeguards is in conformity with the intent and purpose of this chapter. Any person requesting an exemption from the strict application of this chapter may make application to the Council for the granting of such application, provided that:

1. A written application for such an exemption is submitted indicating the section of this chapter from which the applicant requests the exemption and stating the grounds on which it is requested. The application shall be filed with the Clerk and shall be accompanied by a fee as set by Resolution of the City Council. ~~of \$30.00.~~

Section 11. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

167.23 APPEAL PROCEDURE.

If an applicant is aggrieved by a decision of the administrative officer which involves the interpretation or administration of this chapter said applicant may appeal the decision to the Council, as follows:

1. A written application stating the decision appealed from, the date of the decision and the reason that the applicant feels that the administrative officer was in error shall be filed with the Clerk. The application shall be accompanied by a fee as set by Resolution of the City Council. ~~of \$30.00.~~

Section 12. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

167.30 TEMPORARY SIGNS.

7. Fees. Every applicant for a temporary sign permit shall pay a fee to the Clerk as set by Resolution of the City Council. ~~follows: \$25.00 for the first 10-day period; \$5.00 for the second 10-day period; and \$25.00 for each 3-day period.~~

Section 13. The following section be and is hereby amended by inserting the underlined language as follows:

170.29 SPECIFICATIONS.

The type of construction, the materials, the methods, the standards of subdivision improvements and the maintenance bonds shall be in accordance with the specifications found in a bound volume which is entitled Iowa Statewide Urban Design and Specification for Public Improvements which is on file in the Clerk's office. The Council may from time to time amend by resolution the standard construction specifications for subdivisions found in the volume. The Clerk shall keep a record of all amendments made to the specifications. Plans and specifications for subdivisions shall be submitted to the Community Development for approval prior to construction, accompanied by a fee as set by resolution of the City Council, and construction shall not be started until the plans and specifications have been approved.

Section 14. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows

170.36 FEES.

Each plat of survey, preliminary plat and final plat submitted for approval shall be accompanied by a fee as set by Resolution of the City Council. ~~of \$150.00 and an additional charge of \$10.00 for each lot in excess of 10 included within the plat, which shall be credited to the General Fund of the City. Each plat of survey submitted for approval shall be accompanied by a fee of \$25.00 which shall be credited to the General Fund of the City. In addition, each final plat submitted for approval shall be accompanied by a fee of \$100.00 and an additional charge of \$10.00 for each lot in excess of 10 included within the plat, which shall be credited to the General Fund of the City.~~

Section 15. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 16. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved
this _____ day of _____, 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of
Indianola, Iowa, on _____, 2020, and was published on _____, 2020.

Andrew J. Lent, City Clerk

Meeting Date: 09/08/2020

Subject

Second consideration of an Ordinance amending Chapter 165 of the Code of Ordinances of the City of Indianola, regarding preschools, schools and churches.

Information

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, REGARDING PRESCHOOLS AND CHILDCARE CENTERS.

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

Section 1. The following section be and is hereby amended by inserting the underlined language as follows:

165.03 DEFINITIONS.

The following terms are defined for use in this chapter:

“Childcare Home: means a private residence where childcare is provided to five (5) or fewer children at any one time and that is not registered with the State of Iowa. (See Chapter 237A.3 of the State Code of Iowa.)

Section 2. The following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

165.09 SCHEDULES OF DISTRICT REGULATIONS.

The following schedules of district regulations are hereby adopted and declared to be a part of this ordinance:

A-1 Agricultural	C-1 Office Park Commercial District
R-1 Single-Family Residential	C-2 Highway Commercial
R-2 Single- and Two-Family Residential	C-3 General Retail and Office
R-3 Mixed Residential	C-4 Planned Commercial District
R-4 Multiple-Family [Residential]	M-1 Limited Industrial
R-5 Planned Residential	M-2 General Industrial
R-6 Mobile Home Residential	

A-1	AGRICULTURAL	A-1
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING	
<u>Childcare Home</u>	<u>1 space plus 1 space per employee</u>	

R-1	SINGLE- FAMILY RESIDENTIAL	R-1
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING	
<u>Childcare Home</u>	<u>1 space plus 1 space per employee</u>	
SPECIAL EXCEPTION USES AND STRUCTURES		
<p>Subject to Section 165.35(2) and the other requirements contained herein, the Board of Adjustment may permit the following:</p> <p><u>5. Preschools or other child care, but not including childcare homes, and provided that no operations shall commence in any building nearer than 150 feet to any building wherein there is the sale of beer, wine or liquor for consumption on the premises, and all preschools or day care centers shall be licensed by the State of Iowa, and all operations shall have one off-street parking stall per employee.</u></p>		

R-2	SINGLE- AND TWO- FAMILY RESIDENTIAL	R-2
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING	
6. <u>Childcare Home</u> Private kindergartens and day nurseries	1 space plus 1 space per employee	
SPECIAL EXCEPTION USES AND STRUCTURES		
<p>Subject to Section 165.35(2) and the other requirements contained herein, the Board of Adjustment may permit the following:</p> <p><u>5. Preschools or other child care, but not including childcare homes, and provided that no operations shall commence in any building nearer than 150 feet to any building wherein there is the sale of beer, wine or liquor for consumption on the premises, and all preschools or day care centers shall be licensed by the State of Iowa, and all operations shall have one off-street parking stall per employee.</u></p>		

R-3	MIXED RESIDENTIAL	R-3
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING	
14. <u>Childcare Home</u> Private kindergartens and day nurseries	1 space plus 1 space per employee	
SPECIAL EXCEPTION USES AND STRUCTURES		
Subject to Section 165.35(2) and the other requirements contained herein, the Board of Adjustment may permit the following:		
7. <u>Preschools or other child care, but not including childcare homes, and provided that no operations shall commence in any building nearer than 150 feet to any building wherein there is the sale of beer, wine or liquor for consumption on the premises, and all preschools or day care centers shall be licensed by the State of Iowa, and all operations shall have one off-street parking stall per employee.</u>		

R-4	MULTIPLE FAMILY	R-4
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING	
11. <u>Childcare Home and other childcare services, including preschools</u> Private kindergartens and day nurseries	1 space plus 1 space per employee	

R-6	MOBILE HOME RESIDENTIAL DISTRICT	R-6
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING	
3. <u>Childcare Home</u>	<u>1 space plus 1 space per employee</u>	

C-2	HIGHWAY COMMERCIAL	C-2
SPECIAL EXCEPTION USES AND STRUCTURES		
<p>Subject to Section 165.35(2) and the other requirements contained herein, the Board of Adjustment may permit the following:</p> <p>2. Preschools or <u>other child care, but not including childcare homes</u> , and <u>provided that no operations shall commence</u> day care centers provided that no preschool or day care center shall commence operations in any building nearer than 150 feet to any building wherein there is the sale of beer, wine or liquor for consumption on the premises, and all preschools or day care centers shall be licensed by the State of Iowa, and all day care and preschool centers <u>operations</u> shall have one off-street parking stall per employee.</p>		

C-3	GENERAL RETAIL AND OFFICE	C-3
SPECIAL EXCEPTION USES AND STRUCTURES		
<p>Subject to Section 165.35(2) and the other requirements contained herein, the Board of Adjustment may permit the following:</p> <p>1. Preschools <u>or other child care, but not including childcare homes</u> provided that no preschool operation shall have a front or side yard abutting Highway 65-69 or Highway 92; no preschool operation shall exist within a building fronting the City Square; and no preschool operation shall commence operations in any building nearer than 150 feet to any building wherein there is the sale of beer, wine or liquor for consumption on the premises.</p>		

C-4	PLANNED COMMERCIAL DISTRICT	C-4
CLASS TWO	MINIMUM REQUIRED OFF-STREET PARKING	
<u>23. Childcare services, including preschools, but not including childcare homes</u>	<u>1 space plus 1 space per employee</u>	

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of Indianola, Iowa, on _____, 2020, and was published on _____, 2020.

Andrew J. Lent, City Clerk

Meeting Date: 09/08/2020

Subject

Third and final consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to repeal the three-hour parking regulations in and around the public Square and add language related to construction parking.

Information

City staff has been working with business owners around the Square to discuss parking regulations in and around the Public Square. Based on feedback, new regulations have been proposed. Those regulations include eliminating the three-hour parking limitation and parking regulations for on-street construction.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2020 - _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA TO REPEAL THE THREE-HOUR PARKING REGULATIONS IN AND AROUND THE PUBLIC SQUARE AND ADD LANGUAGE RELATED TO CONSTRUCTION PARKING.

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

Section 1. Parking Limited to Three Hours. The following section be and is hereby amended by deleting the stricken language as follows:

~~71.05 PARKING LIMITED TO THREE HOURS.~~

~~It is unlawful to park any vehicle for a continuous period of more than three hours, between the hours of 8:00 a.m. and 6:00 p.m. on each weekday, except on Sunday or a national holiday, on the public square or on each street intersecting with the public square for a distance of one block from the intersection of the street with the public square.~~

Section 2. Construction Parking Regulations. The following section be and is hereby amended by inserting the underlined language as follows:

71.05 CONSTRUCTION PARKING.

Construction parking shall require a permit for on-street parking. The Police Chief or designee, at the recommendation of the Community Development Department, is authorized to reserve on-street parking spaces for permit related parking. Temporary No Parking signs may be provided by the Police Department and erected by the permittee. Where permit related activity requires parking in excess of what can be provided on street adjacent to the permitted activity, the Police Chief or designee, at the recommendation of the Community Development Department, is authorized to direct and/or reserve parking in alternative locations so as to not disrupt the normal function of on-street parking beyond the area adjacent to the permitted activity.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 4. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved this _____ day of _____, 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of

Indianola, Iowa, on _____, 2020, and was published on _____, 2020.

Andrew J. Lent, City Clerk

Meeting Date: 09/08/2020

Subject

Resolution authorizing the City Manager to sign the agreement between the City of Indianola and the Young Men's Christian Association of Greater Des Moines, Iowa.

Information

Fiscal Impact

Attachments

Resolution Authorizing Signature

City of Indianola

RESOLUTION NO. _____

**RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN THE
AGREEMENT BETWEEN THE CITY OF INDIANOLA AND
THE YOUNG MEN’S CHRISTIAN ASSOCIATION OF GREATER DES MOINES, IOWA**

WHEREAS, on August 3, 2020, the City Council of the City of Indianola approved an agreement with the Young Men's Christian Association of Greater Des Moines, Iowa (“YMCA”) under Resolution 2020-174 for the rental and operation of the Indianola Wellness Center, and

WHEREAS, the Mayor of Indianola took no action on Resolution 2020-174 within 14 days following passage, and

WHEREAS, in accordance with Code of Iowa 380.6 (3), Resolution 2020-174 approving said agreement is effective.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the City Manager is authorized to sign the Agreement between the City of Indianola and the Young Men’s Christian Association of Greater Des Moines, Iowa approved under Resolution 2020-174.

PASSED AND APPROVED by the City Council this 8th day of September 2020.

Kelly B. Shaw, Mayor

Attest:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution approving the Fiscal Year 20 Indianola Street Finance Report.

Information

Included in the packet are the Resolution of Approval, the FY20 Indianola Street Finance Report and a memo explaining the report. Staff recommends approval of the Resolution.

Fiscal Impact

Attachments

Street Finance Report Memorandum
Resolution Approving Report
Street Finance Report



— CERK/FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, City Clerk/CFO
CC: Ryan Waller, City Manager
Date: 8 September 2020
Re: FY2020 Street Finance Report

A Resolution approving the Street Finance Report, along with the Report is included in the Council Packet. The Street Finance Report is an annual report from the City to the Iowa Department of Transportation (IDOT) explaining how street funds were spent for the previous fiscal year. The report is due by September 30th. The report must be approved by Resolution.

For those familiar with past street finance reports, the format for this year's report is different. The person overseeing the reports for the IDOT is a former city clerk and worked with the state to format the report to coincide more with city finances. The resulting report for now is the attached Excel spreadsheets.

Some additional explanatory information is given on the final input screen of the report which I included below. This will also assist with explaining the transfers and revenues the state requests explanation. I will be available to address any additional questions on the report.

- **Transfers:** Transfer Out of Road Use Tax Fund: \$782,230: Administrative Cost Allocation (in to General Fund): \$176,230; Vehicles/Equipment (in to General Fund): \$154,000;; Street Lighting (in to General Fund) \$190,000; Transfer from Road Use Tax Fun (in to Capital Projects) \$262,000; Transfer from Other Special Revenue (in to General Fund) for Street Employee Benefits: \$199, 575
- **Federal Grants:** FEMA for June 2018 storm: \$87,780
- **Other State Grants:** TSIP (traffic signal battery backup project): \$80,000; State Match of FEMA: \$11,704

I recommend approval of the Resolution.

City of Indianola
RESOLUTION NO _____

RESOLUTION APPROVING FY2020 STREET FINANCE REPORT

WHEREAS, cities in Iowa are required to submit an annual report on the expenditure of street monies for the fiscal year (FY) by September 30; and

WHEREAS, the Street Finance Report (SFR) for Indianola during FY2020 is attached.

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

Section 1. The attached FY2020 Street Finance Report for the City of Indianola is approved.

Section 2. The Mayor and City Clerk are authorized to sign said report on behalf of the City.

Section 3. The City Clerk is authorized to submit said agreement on behalf of the City.

PASSED AND APPROVED this 8th day of September 2020.

Kelly Shaw
Mayor

ATTEST:

Andrew J. Lent
City Clerk/CFO

Street Finance Report for Indianola 2020

Expenses	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Salaries - Roads/Streets		\$416,105					\$416,105
Benefits - Roads/Streets	\$194,636	\$86,612					\$281,248
Training & Dues		\$1,608					\$1,608
Building & Grounds Maint. & Repair		\$1,971					\$1,971
Vehicle & Office Equip Operation and Repair		\$48,979					\$48,979
Street Lights	\$189,999						\$189,999
Other Utilities		\$10,046					\$10,046
Engineering		\$10,880			\$172,376		\$183,256
Insurance		\$20,705					\$20,705
Janitorial		\$192					\$192
Legal		\$2,285					\$2,285
Medical		\$2,632					\$2,632
Rents & Leases		\$8,000					\$8,000
Technology Expense		\$2,851					\$2,851
Other Contract Services	\$176,239	\$3,407					\$179,646
Other Equipment		\$23,703					\$23,703
Office Supplies		\$306					\$306
Operating Supplies		\$258,676					\$258,676
Postage & Safety		\$2,124					\$2,124
Other Supplies		\$8,529					\$8,529
Vehicles	\$299,934	\$282					\$300,216
Street - Preservation					\$18,537		\$18,537
Principal Payment				\$312,350			\$312,350
Interest Payment				\$30,693			\$30,693
Transfer Out		\$782,230	\$199,575				\$981,805
Snow Removal		\$72,144					\$72,144
Accounting/Recording		\$425					\$425
Street Cleaning		\$38,376					\$38,376
Total	\$860,808	\$1,803,068	\$199,575	\$343,043	\$190,913	\$0	\$3,397,407

Street Finance Report for Indianola 2020

Revenues	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Levied on Property			\$199,575	\$343,043			\$542,618
Federal Grants					\$87,780		\$87,780
State Revenues - Road Use Taxes		\$1,900,054					\$1,900,054
Other State Grants - IDOT					\$91,704		\$91,704
Assessments					\$1,016		\$1,016
Contributions		\$5,978			\$84,476		\$90,454
Sale of Property & Merchandise		\$2,648					\$2,648
Transfer In	\$719,805				\$262,000		\$981,805
Total	\$719,805	\$1,908,680	\$199,575	\$343,043	\$526,976	\$0	\$3,698,079

Street Finance Report for Indianola 2020

Bond/Loan Description	Principal Balance As of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance As of 6/30
2011C Series	\$245,000	\$120,000	\$5,333	\$26,400	\$1,173	\$125,000
2012 B Series	\$1,945,000	\$325,000	\$40,690	\$217,750	\$27,262	\$1,620,000
2013A Series	\$1,075,000	\$265,000	\$14,270	\$31,800	\$1,712	\$810,000
2013C Series	\$280,000	\$280,000	\$4,200	\$36,400	\$546	\$0

Street Finance Report for Indianola 2020

Description	Model Year	Usage Type	Cost	Purchased Status
International Dump Truck	2007	Purchased	\$93,395	No Change
International Dump Truck	2007	Purchased	\$93,395	No Change
International Dump Truck	2014	Purchased	\$128,363	No Change
International Dump Truck	2014	Purchased	\$128,363	No Change
Freightliner Dump Truck	2008	Purchased	\$88,697	No Change
Freightliner Dump Truck	2018	Purchased	\$175,000	No Change
Freightliner: Dump box, sander, cement mixer	2016	Purchased	\$305,357	No Change
Dodge 3500 Mini Dump Truck	2019	Purchased	\$27,573	No Change
Case 621E Front-End Loader	2010	Purchased	\$78,700	No Change
John Deere Backhoe	2007	Purchased	\$65,000	No Change
Case 580N Backhoe	2015	Purchased	\$125,000	No Change
John Deere Road Grader	2017	Purchased	\$201,647	No Change
Asphalt Roller/Compactor	2004	Purchased	\$24,750	No Change
Elgin Street Sweeper	2019	Purchased	\$205,357	No Change
Bobcat Skid Loader	1996	Purchased	\$14,335	No Change
Kubota 95-2sv Skidloader	2018	Purchased	\$65,000	No Change
Stanley Concrete Breakers	2012	Purchased	\$15,900	No Change
UB Backhoe Concrete Breaker	2016	Purchased	\$12,000	No Change
Ford F250 Pickup	2016	Purchased	\$30,645	No Change
F350 Pickup	2017	Purchased	\$26,881	No Change
Dodge 3500 4x4	2019	Purchased	\$36,965	No Change
1-Ton Ford Crew Cab	2019	Purchased	\$48,000	No Change
Dowler	2006	Purchased	\$6,625	No Change
Crafco Cracksealer	1999	Purchased	\$20,000	No Change
Concrete Saw	2007	Purchased	\$14,771	No Change
Buckshot Saw	2012	Purchased	\$3,900	No Change
SNO-GO Snow Blower	2010	Purchased	\$78,700	No Change
Cement Silo	2017	Purchased	\$32,655	No Change
Air Compressor	2017	Purchased	\$12,000	No Change
20-Ton Dovetail	2007	Purchased	\$7,000	No Change
Pothole Trailer	2011	Purchased	\$12,000	No Change
Saw Trailer	2012	Purchased	\$7,900	No Change
Midkota Tiltbed 24-foot	2018	Purchased	\$6,900	No Change

Street Finance Report for Indianola 2020

Project Description	Contract Price	Final Price	Contractor Name
Clinton Avenue (Jefferson Way to Howard)	\$472,079	\$548,975	Sternquist Construction

Street Finance Report for Indianola 2020

Summary	General Fund Streets (001)	Special Revenues		Debt Service (200)	Capital Projects (300)	Utilities (600 & Up)	Grand Total
		Road Use (110)	Other				
Beginning Balance	\$141,003	\$1,846,321			-\$199,142		\$1,788,182
Expense	\$860,808	\$1,803,068	\$199,575	\$343,043	\$190,913		\$3,397,407
Revenue	\$719,805	\$1,908,680	\$199,575	\$343,043	\$526,976		\$3,698,079
Ending Balance		\$1,951,933			\$136,921		\$2,088,854

Resolution Number: 2020-
 Execution Date: 9/8/2020
 Signature:

Meeting Date: 09/08/2020

Subject

Resolution approving a letter of support for the proposed Carlisle Trail Connection.

Information

Fiscal Impact

Attachments

Support Letter Memorandum

Support Letter

Resolution Approving Letter



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: August 28, 2020
Re: Resolution approving a letter of support for the proposed Des Moines to Carlisle Trail Connection.

As the City Council is aware, the Summerset Trail is an 11-mile trail that connects the City of Indianola to the City of Carlisle. In the summer of 2013, a 3-mile segment of trail was added through the City of Carlisle from the Summerset Trail to the north side of Carlisle. This summer, the two-mile extension of the Carl Voss Trail was constructed to connect Easter Lake to Downtown Des Moines and the Central Iowa Trail Network.

The City of Des Moines is currently working to secure funding for the Des Moines to Carlisle trail, which will provide a 3.5 mile connection between Easter Lake and the City of Carlisle. This proposed connection will provide the final segment connecting the City of Indianola to Downtown Des Moines and the Central Iowa Trail Network.

The City of Des Moines inquired with staff requesting a letter of support from the City of Indianola for its application for funding under the Transportation Alternative Program (TAP) for the proposed trail. The proposed letter is attached. I will attend your September 8th meeting to answer any questions you may have.





— Office of the Mayor —

September 8, 2020

Ben Page
Director
Des Moines Parks and Recreation
1551 E. Martin Luther King Jr. Parkway
Des Moines, Iowa 50317

RE: Des Moines to Carlisle Trail Connection

Dear Grant Review Committee:

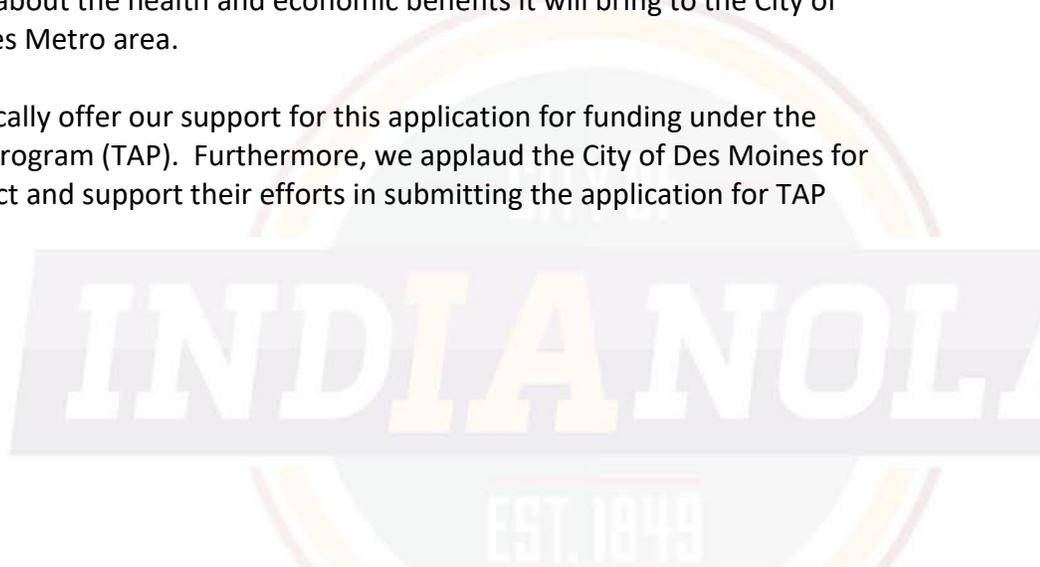
On behalf of myself and the City Council for the City of Indianola, I am writing to offer our support for the proposed Des Moines to Carlisle Trail Connection. We believe this vital trail link between the City of Indianola, through the Summerset Trail and the rest of the Central Iowa Trail Network will provide many great benefits to the City of Indianola, our residents, business owners and visitors.

This past May, the City Council approved the Elevate Indianola Comprehensive Plan, which engaged our community in several ways such as in-person events, an online survey – reaching over 1,600 participants – multiple project management team meetings, and a public open house. Through this process, the City Council adopted multiple implementation strategies that pertain to the creation of recreational trails as this was an item that was identified, through our engagement process, as being important to our Community. We look forward to the success of the Des Moines to Carlisle Trail Connection and are excited about the health and economic benefits it will bring to the City of Indianola and the Des Moines Metro area.

We strongly and enthusiastically offer our support for this application for funding under the Transportation Alternative Program (TAP). Furthermore, we applaud the City of Des Moines for taking the lead on this project and support their efforts in submitting the application for TAP funding.

Regards,

Kelly B. Shaw
Mayor
City of Indianola, Iowa



City of Indianola
RESOLUTION NO. 2020-_____

RESOLUTION APPROVING A LETTER OF SUPPORT FOR THE PROPOSED DES MOINES TO CARLISLE TRAIL CONNECTION

WHEREAS, the Summerset Trail is an 11-mile trail that connects the City of Indianola to the City of Carlisle; and

WHEREAS, the City of Des Moines is currently working to secure funding for the Des Moines to Carlisle trail, which will provide a 3.5 mile connection between Easter Lake and the City of Carlisle, connecting the City of Indianola to Downtown Des Moines and the Central Iowa Trail Network; and

WHEREAS, this vital trail link between the City of Indianola, through the Summerset Trail and the rest of the Central Iowa Trail Network will provide many great benefits to the City of Indianola, our residents, business owners and visitors.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Indianola does hereby support the City of Des Moines' application for funding under the Transportation Alternative Program (TAP) for the proposed trail connection.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute a letter of support and the City Clerk is hereby authorized to execute the documents.

DATED this 8th day of September 2020.

Kelly B. Shaw, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK/CFO

Meeting Date: 09/08/2020

Subject

Resolution accepting a sanitary sewer and drainage easement agreement at 1508 North Jefferson Way.

Information

Fiscal Impact

Attachments

Easement Memorandum

Easement Agreement

Acquisition Plat

Resolution Accepting Easements



COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: August 28, 2020
Re: Resolution accepting a sanitary sewer and drainage easement agreement at
1508 North Jefferson Way

One Site Development, L.L.C. proposes to demolish the existing building, and build a new 9,997 square foot retail building, located at 1508 North Jefferson Way. The proposed tenant is Dollar Tree, and the building permit for the new building was issued on August 27.

During the review of the site plan for the new building, the City requested that an easement be provided for the existing sanitary sewer line and the existing drainage way that lies on the east side of the property at 1508 North Jefferson Way. The property owner proposes to grant a 105' sanitary sewer and drainage easement adjacent to the east property line.

The proposed easement agreement and plat is attached. I will attend your September 8th meeting to answer any questions you may have.



Prepared by: Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702 (319) 235-9507
Return to: Larry L. Anfinson, 726 West Fourth Street, Waterloo, IA 50702

SANITARY SEWER AND DRAINAGE EASEMENT AGREEMENT

THIS SANITARY SEWER AND DRAINAGE EASEMENT AGREEMENT (the “Easement Agreement”), is entered into as of the ____ day of _____, 2020, by and between One Site Development, L.L.C. an Iowa limited liability company, having an address of 3759 Rancho Road, Cedar Falls, Iowa 50613, (“Grantor”) and the City of Indianola, Iowa, having an address of 110 N. First Street, Indianola, Iowa 50125 (“Grantee”).

WHEREAS, Grantee desires to acquire an easement for sewer and drainage purposes on and through the property more particularly described and depicted on Exhibit “A” (“Easement Property”) attached hereto and incorporated herein by this reference;

AND

WHEREAS, Grantor is willing to grant an easement to Grantee for the aforesaid purposes on the terms and conditions set forth hereinbelow.

NOW, THEREFORE, for good and valuable consideration by Grantee to Grantor, the covenants of Grantee herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant, and for and in consideration of the easement rights herein granted and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee does hereby covenant and agree as follows:

1. **Grant of Easement.** Grantor does hereby grant and convey unto Grantee, its successors, assigns, lessees, licensees and agents, an easement under, across and through the Easement Property, for the purpose of providing for the construction and/or maintenance of sanitary sewer improvements, and surface water drainage. Grantee shall also have the specific rights of ingress and egress, consistent with this Easement Agreement, for the construction, reconstruction, operation and maintenance of a sanitary sewer system and drainage facilities, consistent with the easement provided herein. Subject to the other terms and conditions of this Easement Agreement, Grantee shall also have the right to remove impediments to operation and maintenance of the Easement Property such as trees, brush, or other natural impediments. Grantee further agrees all construction, reconstruction, operation, maintenance, removal and any other activities which disturb the Easement Property will be coordinated with Grantor so as to minimize any disruption to Grantor’s property.

2. **Title.** Grantor warrants that the Easement Property granted herein is granted free and clear of all liens and encumbrances, except for the Purchase Money Mortgage that Grantor has made to Farmers State Bank, Waterloo, Iowa.

3. **Grantor Duties.** Grantor shall deliver possession of the Easement Property to Grantee, "as is, where is", without any representation or warranty as to the condition of the Easement Property. Grantor shall have no duty to prepare the Easement Property in any way for Grantee's use. Following transfer of possession of the Easement Property, Grantor shall have no further duty or obligation with respect to the Easement Property, except as set forth herein.

4. **Grantee Duties.** Grantor and Grantee recognize and agree that there is an existing sanitary sewer line and an existing drainage easement on the Easement Property. If Grantee should desire to reconstruct, or needs to perform maintenance for the operation of the existing sanitary sewer line and/or drainage easement on the Easement Property, it will take reasonable steps to restore the Easement Property to its condition prior to the construction or maintenance. To the extent permitted by applicable law, Grantee agrees to defend, protect, indemnify, and hold harmless Grantor from and against all claims, demands, liens, costs, losses, expenses and liabilities of any kind, including attorney's fees, arising out of or resulting from or related to the construction, maintenance or operation of the sanitary sewer system or drainage easement.

5. **Miscellaneous Provisions.** This Agreement shall run with the land and is binding upon and shall inure to the benefit of the parties and their respective successors and assigns. References in the singular number include the plural, and vice versa. this Agreement is the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior understanding or agreement relating to the subject matter hereof, whether oral or written, and this Agreement may not be modified except by the mutual written agreement of both parties.

IN WITNESS WHEREOF, the parties executed this Sanitary Sewer and Drainage Easement Agreement by their duly authorized representatives as of the date first set forth above.

ONE SITE DEVELOPMENT, L.L.C.

BY: _____
Jeff D. Stickfort, Managing Member

STATE OF IOWA)
) ss.
COUNTY OF BLACK HAWK)

This instrument was acknowledged before me on _____, 2020, by Jeff D. Stickfort, as Managing Member of One Site Development, L.L.C.

Notary Public in and for the State of Iowa

CITY OF INDIANOLA

BY: _____
Kelly B. Shaw Mayor

ATTEST: _____
Andrew J. Lent City Clerk/CFO

STATE OF IOWA)
) ss.
COUNTY OF WARREN)

This instrument was acknowledged before me on _____, 2020, by Kelly B. Shaw, as Mayor of the City of Indianola, Iowa.

Notary Public in and for the State of Iowa

STATE OF IOWA)
) ss.
COUNTY OF WARREN)

This instrument was acknowledged before me on _____, 2020, by Andrew J. Lent, as City Clerk of the City of Indianola, Iowa.

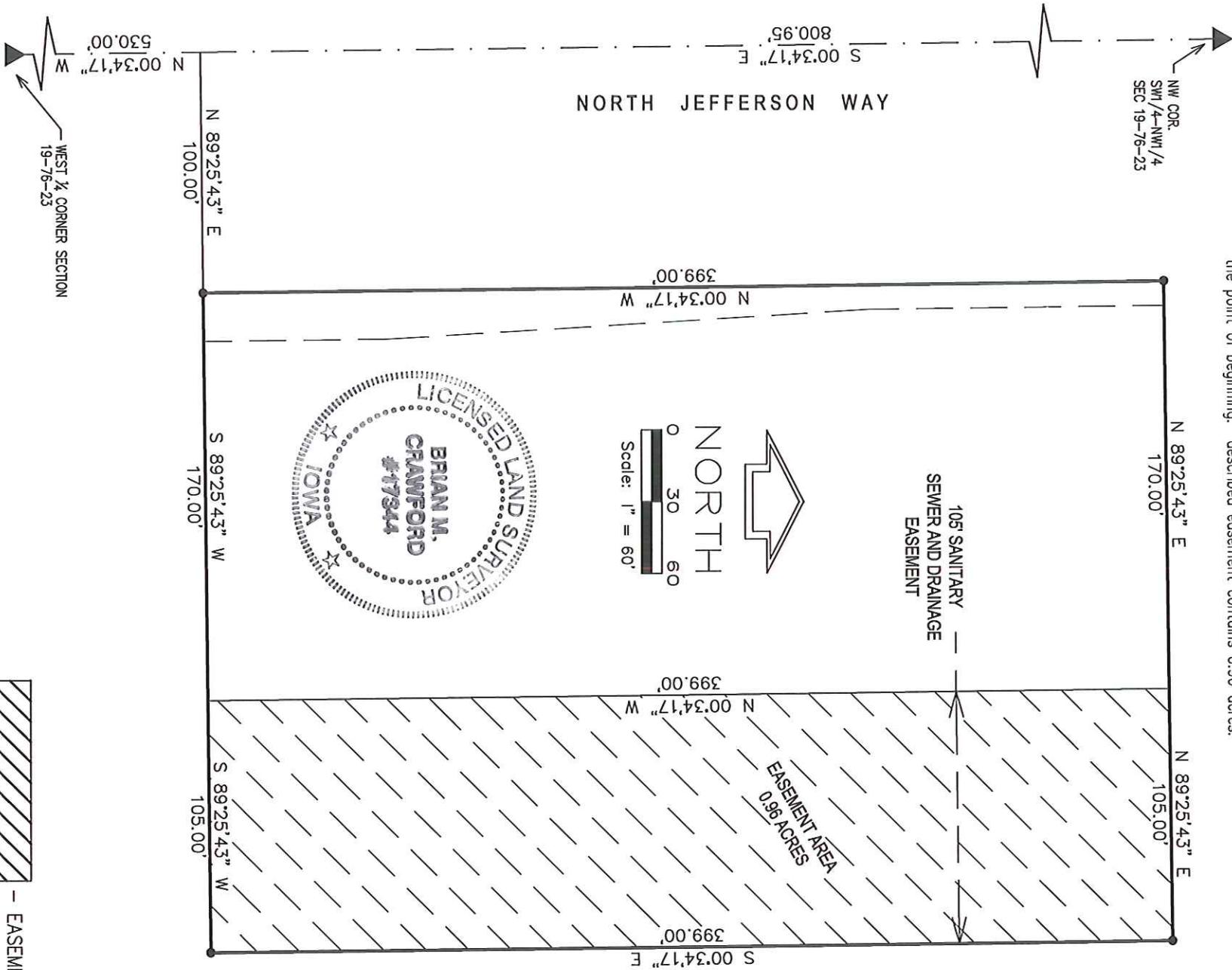
Notary Public in and for the State of Iowa

INDEX LEGEND

COUNTY: WARREN, SECTION 19, TWP 76 N, R23 W
ALIQUOT PART: SW ¼ - NW ¼
CITY: INDIANOLA
SUBDIVISION:
BLOCK:
LOT:
PROPRIETOR: ONE SITE DEVELOPMENT L.L.C.
REQUESTED BY: CITY OF INDIANOLA

ACQUISITION PLAT FOR SANITARY SEWER AND DRAINAGE EASEMENT

EASEMENT DESCRIPTION:
 The East 105 feet of the following described property: Beginning 530 feet North and 100 feet east of the west ¼ corner of section 19, Twp 76 N, R 23 W of the 5th P.M., Warren County Iowa. Thence North 399 feet; thence East 275 Feet; thence South 399 feet; thence west 275 feet to the point of beginning. described easement contains 0.96 acres.



I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
 LICENSE RENEWAL DATE: 12-31-2020
 LICENSE NO. 17344

Brian M. Crawford
 BRIAN M. CRAWFORD, P.L.S. DATE 8-7-2020

CRAWFORD ENGINEERING & SURVEYING, INC.
 205 SECOND AVENUE N.E.
 P.O. BOX 793, INDEPENDENCE, IOWA 50644
 Phone (319) 334-7077
 PROJECT NO. 19310 FLD.BK.NO. PAGE

City of Indianola
RESOLUTION NO. 2020-_____

**RESOLUTION ACCEPTING A SANITARY SEWER AND DRAINAGE EASEMENT AGREEMENT AT 1508
NORTH JEFFERSON WAY**

WHEREAS, One Site Development, L.L.C. proposes to demolish the existing building, and build a new 9,997 square foot retail building, located at 1508 North Jefferson Way; and

WHEREAS, during the review of the site plan for the new building, the City requested that an easement be provided for the existing sanitary sewer line and the existing drainage way that lies on the east side of the property at 1508 North Jefferson Way; and

WHEREAS, the City Council of Indianola, Iowa finds it necessary to obtain a sewer and drainage easement at 1508 North Jefferson Way; and

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

BE IT, THEREFORE, RESOLVED by the City of Indianola, Iowa, that the sewer and drainage easement agreement is hereby accepted.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute said Agreement on behalf of the City of Indianola, Iowa.

DATED this 8th day of September 2020.

Kelly B. Shaw, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK/CFO

Meeting Date: 09/08/2020

Subject

Resolution approving and accepting a development agreement relating to the development of Crow's Nest RV Park.

Information

Fiscal Impact

Attachments

Crow's Nest Memorandum

Proposed Agreement

Legal Description

Resolution Approving Agreement



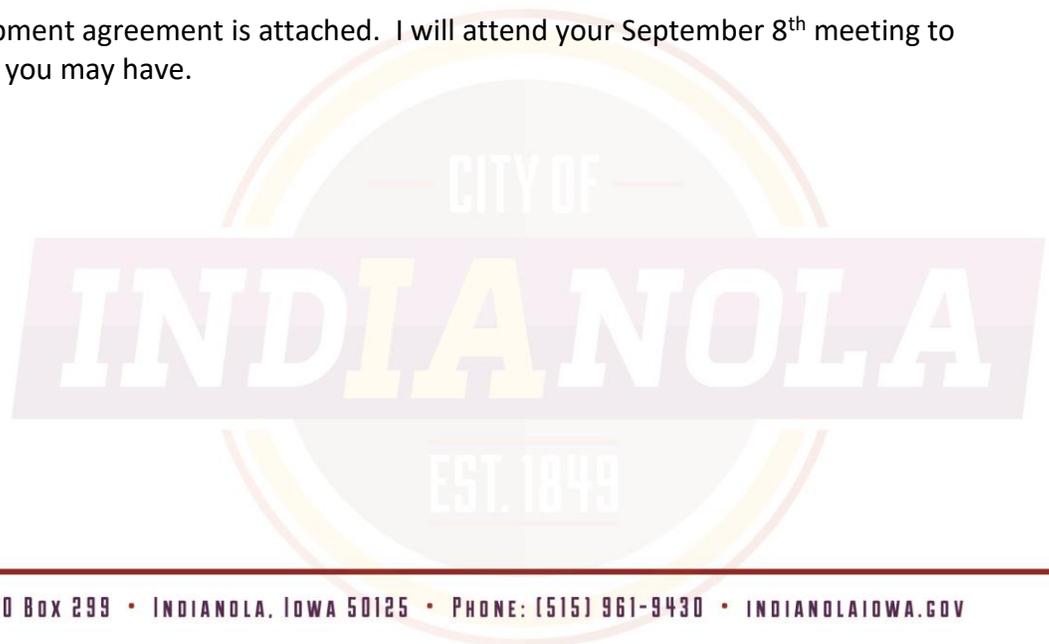
COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: August 28, 2020
Re: Resolution approving and accepting a development agreement relating to the development of Crow's Nest RV Park

On July 20, 2020, the City Council adopted Resolution Number 2020-159 approving an Alternative Method of Approval for a Site Plan for Crow's Nest RV Park, located at 100 And 300 West 17th Avenue. A condition of approval was that a form of mutual agreement be reached relating to future pavement of the site.

The proposed development agreement, which has been mutually agreed upon between Staff and the Property Owner, includes a clause relating to the future paving of the proposed RV park. The development agreement states that the City waives the requirement to have the drives and parking surfaces into this site being hard surfaced as West 17th Street is currently an unpaved gravel road. However, at which point West 17th Street would be paved, the property owner would be required to pave its site within 180 days. The development agreement also includes a clause regarding a future recreational trail. The Indianola Trails Plan calls for a trail from West 17th Street, through this property, connecting through South Park and up to the Public Square. The agreement states at which time the City is ready to construct this trail, the property owner shall grant all necessary easements at no cost.

The proposed development agreement is attached. I will attend your September 8th meeting to answer any questions you may have.



When Recorded Return to:

City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

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

Phone: 515-274-1450

**DEVELOPMENT AGREEMENT BY AND BETWEEN
THE CITY OF INDIANOLA AND LYELCA OF WARREN CO**

WHEREAS, the City of Indianola, Iowa (hereinafter the "City") and LYELCA OF WARREN CO (hereinafter "DEVELOPER") have agreed that the development of a tourist/trailer campground for travel trailers, camping trailers, cabins and tents (hereinafter "DEVELOPMENT") on DEVELOPERS property, and at a cost borne by the DEVELOPER, are mutually beneficial to the City and to DEVELOPER for the development of Crow's Nest RV Park located on property described on Exhibit "A"; and

WHEREAS, the City finds that the DEVELOPER's expenditure required for the DEVELOPMENT provides a general benefit to the City and its citizens.

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

1. Where otherwise agreed upon herein, DEVELOPER and City agree that the DEVELOPMENT will be constructed in accordance with the City standards, including infrastructure improvements. The DEVELOPER shall design and construct all improvements. DEVELOPER shall submit a site plan to the City for approval.
2. As West 17th Street is currently a gravel/unpaved road, City agrees to waive the requirements of Section 166.04 (6) of the Code of Ordinances of Indianola, Iowa which requires all parking lots and access to be hard surfaced. At the point of time when West 17th Street becomes a paved/hard surfaced road, DEVELOPER agrees to construct all parking lots, access and access drives to be hard surfaced within one hundred eighty (180) days after the DEVELOPER has been notified by the City. Developer agrees that construction shall be in compliance with all applicable codes that are effective at time of notification.
3. DEVELOPER shall transfer twenty (20) foot recreational trail easement, located on the west side of the drainage way/creek, to the City within ten (10) days of a written request from the City. In addition, DEVELOPER shall grant any temporary construction easements as necessary to accommodate the construction of a recreational trail. DEVELOPER and City agree that the recreational trail shall be located on the west side of the creek. All easements shall be prepared by the City and shall be transferred from the DEVELOPER to the City at no cost.
4. This Agreement shall be governed by the laws of the State of Iowa.
5. In the event a party hereto fails to perform its obligations under this Agreement or breaches a covenant, warranty or representation of this Agreement, any other party shall give to the alleged defaulting party written notice of the alleged default and of the actions necessary to cure the default. If the default is not cured within 10 days from the date of notice, the party not in default may exercise all remedies available at law, or in equity, including specific performance.

6. This Agreement contains the entire agreement between the parties. This Agreement may not be changed or modified in any manner, unless a written instrument is executed by the parties.
7. All agreements, covenants, representations and warranties made herein are intended to survive until termination of this Agreement.
8. Any uncertainty or ambiguity existing herein shall not be interpreted against a party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.
9. Performance of the Agreement shall be complete, and this Agreement shall terminate, when each of the parties has satisfied its respective covenants and obligations hereunder.
10. Each party will, whenever it shall be reasonably requested to do so by another party, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, any and all such further conveyances, confirmations, instruments, or further assurances and consents as may be necessary or proper, in order to effectuate the covenants and agreements herein provided. Each party will cooperate in good faith with the other parties and shall execute, acknowledge, and deliver any and all documents or requests in order to satisfy the conditions set forth therein and carry out the intent and purposes of this Agreement.
11. Any consent or approval required herein shall not be unreasonably withheld; provided, however, that this Agreement is subject to the approval of the City Council of the City of Indianola, Iowa.
12. Neither the method of computation of funding nor any other provisions contained in this Agreement nor any acts of any party shall be deemed or construed by DEVELOPER or by any third person to create the relationship of partnership or joint venture or of any association between the parties.
13. The undersigned officers of the parties covenant and confirm that this Agreement has been approved, and its execution authorized, by DEVELOPER and the City Council of the City of Indianola, Iowa, and that the undersigned officers have been authorized to enter into and execute this Agreement on behalf of DEVELOPER and the City.
14. The City has found and determined that this Agreement serves and accomplishes a public purpose and is in the best interests of the City and its citizens and residents.
15. All notices or requests under this Agreement shall be given by certified mail, postage prepaid, return receipt requested, to the addresses shown below.

City:
City of Indianola
110 North 1st Street
Indianola, IA 50125
Attn: City Manager

DEVELOPER:
Lyelca of Warren Co
36971 High Meadows Ln
Cumming IA 50061

Each properly addressed notice or request sent by certified mail shall be deemed given and served upon being actually received by the addressee or being rejected by the addressee. The City or DEVELOPER shall have the right to send notices by overnight delivery which notice shall be deemed given and served upon actual receipt by the addressee or rejection by the addressee.

IN WITNESS WHEREOF, the parties hereto have caused the Agreement to be executed by their duly authorized representatives on this the ____ day of _____ 2020.

THE CITY OF INDIANOLA, IOWA

Kelly B. Shaw, Mayor

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

Signed the ___ day of _____ 2020.

Andrew J. Lent, City Clerk/CFO

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ___ day of _____ 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelly B. Shaw and Andrew J. Lent, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and the said Kelly B. Shaw and Andrew J. Lent acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

[Stamp or Seal]

Notary Public in and for the State of Iowa

Stacey Crow, Owner
Lyelca of Warren Co

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _____ 2020, before me , the undersigned, a Notary in and for the said State, personally appeared Stacey Crow, to me personally known, who being duly sworn, did say that he is the Owner of Lyelca of Warren Co; the instrument was signed on behalf of the corporation; and that he as President acknowledges execution of the instrument to be the voluntary act and deed of the corporation by it and by him voluntarily executed.

[Stamp or Seal}

Notary Public in and for the State of Iowa

EXHIBIT A

Real estate locally known as:

100 and 300 West 17th Avenue

and legally described as:

A PARCEL OF LAND IN THE NE1/4 AND SE1/4 OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5th P.M., WARREN COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: THE EAST 1005 FEET OF THE SW1/4 NE1/4 OF SAID SECTION 36

AND

THE EAST 277 FEET OF THE NW1/4 SE1/4 OF SAID SECTION 36

AND

ALL THAT PART OF THE SE1/4 NE1/4 OF SAID SECTION 36 LYING WEST OF PARCEL 'P', AN OFFICIAL PARCEL RECORDED IN INSTRUMENT NUMBER 2015-6904 AT THE WARREN COUNTY RECORDER'S OFFICE AND LYING WEST OF THE TRACT OF LAND RECORDED IN IRREGULAR PLAT BOOK 2A, PAGE 11 OF 76-24 AT THE WARREN COUNTY RECORDER'S OFFICE

AND

ALL THAT PART OF THE SE1/4 NE1/4 AND THE NE1/4 SE1/4 OF SAID SECTION 36 LYING WEST OF THE FOLLOWING DESCRIBED LINE: BEGINNING AT A POINT THAT IS 220 FEET EAST OF THE SE CORNER OF SAID TRACT OF LAND RECORDED IN IRREGULAR PLAT BOOK 2A, PAGE 11 OF 76-24 AT THE WARREN COUNTY RECORDER'S OFFICE; THENCE SOUTHERNLY TO A POINT THAT IS 576 FEET EAST OF THE SW CORNER OF SAID NE1/4 SE1/4, AND EXCEPTING THEREFROM ALL SAID TRACT RECORDED IN IRREGULAR PLAT BOOK 2A, PAGE 11 OF 76-24 AT THE WARREN COUNTY RECORDER'S OFFICE.

AND

A PARCEL OF LAND IN THE NE1/4 SE1/4 AND SE1/4 NE1/4 OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5th P.M., CITY OF INDIANOLA, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AS A POINT OF REFERENCE AT THE SE CORNER OF SAID NE1/4 SE1/4; THENCE N89°26'02"W, 640.00 FEET ALONG THE SOUTH LINE OF SAID NE1/4 SE1/4 TO THE POINT OF BEGINNING; THENCE CONTINUING N89°26'02"W, 113.39 FEET TO A POINT; THENCE N02°34'19"W, 1403.95 FEET TO A POINT ON THE SOUTHLINE OF THE TRACT RECORDED IN IRREGULAR PLAT BOOK 2A, PAGE 11 OF 76-24 AT THE WARREN COUNTY RECORDER'S OFFICE; THENCE S85°33'48"E, 114.59 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE S00°11'39"W, 236.23 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE S03°06'35"E, 1160.27 FEET TO THE POINT OF BEGINNING AND CONTAINING 3.46 ACRES MORE OR LESS.

City of Indianola
RESOLUTION NO. 2020-_____

**RESOLUTION APPROVING AND ACCEPTING DEVELOPMENT AGREEMENT RELATING TO THE
DEVELOPMENT OF CROW'S NEST RV PARK**

WHEREAS, on July 20, 2020, the City Council of Indianola, Iowa adopted Resolution Number 2020-159 approving an Alternative Method of Approval for a Site Plan for Crow's Nest RV Park, located at 100 And 300 West 17th Avenue; and

WHEREAS, a condition of approval of Resolution Number 2020-159 was that a form of mutual agreement be reached relating to future pavement of the site; and

WHEREAS, a development agreement has been mutually agreed upon by the City and the Property Owner relating to the future paving of the proposed RV park, amongst other items; and

WHEREAS, the City Council believes it to be in the best interest of the City to approve and accept the development agreement for purposes of completing Crown's Nest RV Park.

BE IT, THEREFORE, RESOLVED by the City of Indianola, Iowa, that the development agreement relating to the development of Crown's Nest RV Park is hereby approved and accepted.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute said Agreement on behalf of the City of Indianola, Iowa.

DATED this 8th day of September 2020.

Kelly B. Shaw, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK/CFO

Meeting Date: 09/08/2020

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.

Prior:

- 808 Orchard Avenue — SFD — Orton Homes, LLC
- 1107 South O Street — SFD — Carlson Homes, LLC
- 1210 South R Street — SFD — Donald and Regina Bendon
- 1306 South L Court — SFD — Levi and Natalie Clark
- 1409 West 6th Avenue — SFD — Bill and Melissa Bussanmas

Final:

- 1304 S L Street — SFD — Orton Homes
- 1210 South R Street — SFD — Donald and Regina Bendon

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

Resolution approving salaries.

Information

This action sets salaries in accordance with the personnel management guide, union contracts and seasonal salaries.

Fiscal Impact

Attachments

Resolution Approving Salaries

City of Indianola
RESOLUTION NO

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

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

Lisa Wilson, Administrative Bookkeeper, from CE6-3 \$51,420.41/year to CE6-3.5 \$52,210.08/year, effective August 16, 2020;

James Taber, Library Assistant, from CE1-5 \$15.41/hour (with longevity) to CE1-6 \$15.86/hour (with longevity), effective August 16, 2020;

Jody Ross, Library Technical Service Coordinator, from CE4-2 \$41,260.22/year to CE4-3 \$42,524.76/year, effective August 16, 2020;

Courtney Silliman, HR Director, CE10-1 \$69,353.20/year, effective August 24, 2020;

Cortney McAlexander, Community Development Office Assistant, from CE4-3 \$42,524.76/year to CE4-4 \$43,883.37/year, effective August 30, 2020;

Pat Allsup, Police Department Office Manager, from CE6-8 \$59,413.78/year (with longevity) to CE6-9 \$60,999.95/year (with longevity), effective August 30, 2020;

Zach Ewing, Police Officer, from PO2 \$63,678.37/year to PO3 \$67,075.48/year, effective August 30, 2020;

Devan Wicks, Police Officer, from PO2 \$63,678.37/year to PO3 \$67,075.48/year, effective August 30, 2020;

Michael Chia, Detective, from PO2 \$63,678.37/year to PO3 \$67,075.48/year, effective August 30, 2020;

Jennifer Williams, Police Officer, from PO3 \$67,075.48/year to PO4 \$70,605.26/year, effective August 16, 2020;

Eric Wallace, Fire Fighter, from FF1 \$60,535.70/year to FF2 \$63,678.37/year, effective August 30, 2020.

Passed and approved this 8th day of September 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent
City Clerk / Finance Director

Meeting Date: 09/08/2020

Subject

Public Hearings on Community Development Block Grant (CDBG) Funding.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

Public Hearing on CDBG Funding for the Indianola Ultraviolet Disinfectant Device Acquisition Project.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

Public Hearing on CDBG Funding for the Indianola Meals Project.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

Vicious Dog

Information

In your packet is Chapter 56 of the City of Indianola Code of Ordinances, Dangerous or Vicious Animals.

Fiscal Impact

Attachments

Dangerous or Vicious Animals Code

DANGEROUS OR VICIOUS ANIMALS

56.01 Definitions

56.02 Keeping of Dangerous Animals Prohibited

56.03 Seizure, Impoundment and Disposition of Dangerous Animals

56.04 Keeping of Vicious Animals Prohibited

56.05 Seizure, Impoundment and Disposition of Vicious Animals

56.01 DEFINITIONS.

As used in this chapter, the following words and terms have the meanings ascribed thereto:

1. "Animal" means every wild, tame or domestic member of the animal kingdom which is a non-human vertebrate.
2. "Dangerous animal" means: (i) any animal which is not naturally tame or gentle and which is of a wild nature or disposition and which is capable of killing, inflicting serious injury upon, or causing disease among human beings or domestic animals and having known tendencies as a species to do so; (ii) any animals declared to be dangerous by the Council; or (iii) the following animals, which are deemed to be dangerous animals per se:
 - A. Wolves and coyotes;
 - B. Badgers, wolverines, weasels, mink, and other Mustelids (except ferrets);
 - C. Bears;
 - D. All apes (including chimpanzees), baboons, and macaques.
 - E. Monkeys, except the squirrel monkey, female spider monkey, and female wooly monkey.
 - F. Elephants.
 - G. Wild boar.
 - H. Black widow spiders and scorpions.
 - I. Snakes which are naturally venomous or poisonous, with the exceptions stated in Section 56.02.
 - J. All cats, except domestic cats (*Carnivora* of the family *Felidae* including but not limited to lions, cougars, tigers, jaguars, leopards, lynx, bobcats, etc.)
 - K. Raccoons, opossums, and skunks.
3. "Owner" or "owner of an animal" means any person or persons, firm, association or corporation, owning, keeping, sheltering or harboring an animal.
4. "Vicious animal" means any animal, except for a dangerous animal per se, as listed above, that, while running at large, has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities, in present or past conduct:
 - A. By biting a person or persons on two separate occasions within a 12-month period; or
 - B. Did bite once causing injuries above the shoulders of the person; or
 - C. Could not be controlled or restrained by the owner at the time of the bite to prevent the occurrence; or
 - D. Has attacked or bitten any domestic animal or fowl on two separate occasions within a 12-month period; or
 - E. Which has been found to possess such a propensity by the Council, after hearing.

56.02 KEEPING OF DANGEROUS ANIMALS PROHIBITED.

No person shall keep, shelter, or harbor any dangerous animal as a pet, or act as a custodian, temporary or otherwise, for such animal, or keep such animal for any other purpose or in any other capacity within the City except in the following circumstances:

1. The keeping of dangerous animals in a public zoo, bona fide educational or medical institution, humane society, or museum where they are kept as live specimens for the public to view, or for the purpose of instruction, research or study.
2. The keeping of dangerous animals for exhibition to the public by a circus, carnival, exhibit or show where such circus carnival exhibit or show is of a traveling nature, is displayed before large assemblages of people, and maintains any and all required Federal or State licenses.

3. The keeping of dangerous animals in a bona fide licensed veterinary hospital for treatment.
4. The keeping of dangerous animals by a wildlife rescue organization with appropriate permit from the State Department of Natural Resources.
5. Any dangerous animals under the jurisdiction of and in the possession of the Iowa Department of Natural Resources, pursuant to Chapters 481A and 481B of the *Code of Iowa*.
6. Venomous reptiles must be kept within a structure and housed in a suitable manner as outlined by the Iowa Herpetological Society. Any venomous reptile found at large may be processed as a dangerous animal pursuant to the provisions of this chapter. Any premises where venomous reptiles are housed shall be prominently posted with a sign containing the wording "Venomous Reptiles," "Poisonous Reptiles," or words of similar import and the owner of such premises shall inform the Indianola Police Department, in writing, by certified mail, within 30 days of the acquisition of a venomous reptile, that a venomous reptile is or will be on such premises.
7. Nothing in this chapter shall in any manner prohibit any individual deemed fully qualified and licensed under the United States Department of Agriculture and the United States Department of Interior from appearing before the Council for special and specific permission to keep for research, education, or reproductive reasons any animal considered herein to be regarded as dangerous or not listed in any particular part of this chapter.
8. While constricting snakes exceeding six feet in length, and lizards exceeding two feet in length are not declared by this chapter to be dangerous, the owners of such animals, within two hours of knowledge of the possibility of such an animal being at large within the community, shall so notify the Police Department of the City.

56.03 SEIZURE, IMPOUNDMENT AND DISPOSITION OF DANGEROUS ANIMALS.

1. In the event that a dangerous animal is found at large and unattended upon public property, park property, public right-of-way or the property of someone other than its owner, thereby creating a hazard to person or property, such animal may, in the discretion of the Indianola Police Department, be destroyed if it cannot be confined or captured. The City shall be under no duty to attempt the confinement or capture of a dangerous animal found at large, nor shall it have a duty to notify the owner of such animal prior to its destruction.

2. Upon the written complaint of any individual that a person is keeping, sheltering or harboring a dangerous animal on premises located in the City, the Indianola Police Department shall cause the matter to be investigated, and if after investigation, the facts indicate that the person named in the complaint is keeping, sheltering or harboring a dangerous animal in the City, the Indianola Police Department shall order the person named in the complaint to safely remove such animal from the City, permanently place the animal with an organization or group allowed under Section 56.02 of this chapter to possess dangerous animals, or destroy the animal, within three days of the receipt of such order. Such order shall be contained in a notice to remove the dangerous animal, which notice shall be given in writing to the person keeping, sheltering or harboring the dangerous animal, and shall be served personally or by certified mail. Such order and notice to remove the dangerous animal shall not be required where such dangerous animal has previously caused serious physical harm or death to any person, in which case the Indianola Police Department shall cause the animal to be immediately seized and impounded or killed if seizure and impoundment are not possible without risk of serious physical harm or death to any person.

3. The order to remove a dangerous animal issued by the Indianola Police Department may be appealed to the Council. In order to appeal such order, written notice of appeal must be filed with the Clerk within three days after receipt of the order contained in the notice to remove dangerous animal. Failure to file such written notice of appeal shall constitute a waiver of right to appeal the order of the Indianola Police Department.

4. The notice of appeal shall state the grounds for such appeal and shall be delivered personally or by certified mail to the Clerk. The hearing of such appeal shall be scheduled within seven days of the receipt of notice of appeal. After such hearing, the Council may affirm or reverse the order of the Indianola Police Department. Such determination shall be contained in a written decision and shall be filed with the Clerk within three days after the hearing, or any continued session thereof.

5. If the Council affirms the action of the Indianola Police Department, the Council shall order in its written decision that the individual or entity owning, sheltering, harboring, or keeping such dangerous animal, remove such animal from the City, permanently place such animal with an organization or group allowed under Section 56.02 of this chapter to possess dangerous animals, or destroy it. The decision and order shall immediately be served upon the person or entity against whom rendered in the same manner as the notice of removal. If the original order of the Indianola Police Department is not appealed and is not complied with within three days or the order of the Council after appeal is not complied with within three days of its issuance, the Indianola Police Department is authorized to seize and impound such dangerous animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the individual or entity against whom the decision and order of the Council was issued has not petitioned the Warren County District Court for a review of such order, the City shall cause the animal to be disposed of by sale, permanently place such animal with an organization or group allowed under Section 56.02 of this chapter to possess dangerous animals, or destroy such animal in humane manner.

56.04 KEEPING OF VICIOUS ANIMALS PROHIBITED.

No person shall keep, shelter or harbor for any reason within the City a vicious animal except in the following circumstances:

1. Animals under the control of a law enforcement or military agency.

2. The keeping of guard dogs; however, guard dogs must be kept within a structure of fixed enclosure at all times, and any guard dog found at large may be processed as a vicious animal pursuant to the provisions of this chapter. Any premises guarded by a guard dog shall be prominently posted with a sign containing the words "Guard Dog," "Vicious Dog," or words of similar import, and the owner of such premises shall inform the Indianola Police Department that a guard dog is on duty at such premises.

56.05 SEIZURE, IMPOUNDMENT AND DISPOSITION OF VICIOUS ANIMALS.

1. The Indianola Police Department, in its discretion or upon receipt of a complaint alleging that a particular animal is a vicious animal as defined herein, may initiate proceedings to declare such animal a vicious animal. A hearing on the matter shall be conducted by the Council. The person owning, keeping, sheltering, or harboring the animal in question shall be given not less than 72 hours' written notice of the time and place of the hearing. Such notice shall set forth the description of the animal in question and the basis for the allegation of viciousness. The notice shall also set forth that if the animal is determined to be vicious, the owner will be required to have the animal humanely destroyed. The notice shall be served upon any adult residing at the premises where the animal is located, or may be posted on those premises if no adult is present to accept service.

2. If, after hearing, the Council determines that an animal is vicious, the Council shall order the person owning, sheltering, harboring, or keeping the animal to cause it to be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom issued in the same manner as the notice of hearing. If the order is not complied with within three days of its issuance, the Indianola Police Department is authorized to seize and impound the animal. An animal so seized shall be impounded for a period of seven days. If at the end of the impoundment period, the individual or entity against whom the order of the Council was issued has not petitioned the Warren County District Court for a review of the order, the Indianola Police Department shall cause the animal to be destroyed.

3. Any animal found at large which displays vicious tendencies may be processed as a vicious animal pursuant to the foregoing, unless the animal is so vicious that it cannot safely be apprehended, in which case the Indianola Police Department may immediately destroy it. If its ownership is not ascertainable, the Indianola Police Department may destroy it after three days of impoundment.

4. Any animal which is alleged to be vicious and which is under impoundment or quarantine, shall not be released to the owner, but shall continue to be held at the expense of the owner pending the outcome of the hearing. All costs of such impoundment or quarantine shall be paid by the owner if the animal is determined to be vicious. If the animal is not determined to be vicious, all costs of such impoundment or quarantine shall be paid by the City.

Meeting Date: 09/08/2020

Subject

Hearing in accordance with Chapter 56, Section 56.05 of the City Code concerning seizure, impoundment and disposition of vicious animals.

Information

Roll call to open the hearing is in order. As part of the hearing, Council shall receive and file the Indianola Police Department Incident Report of July 4, 2020 regarding the incident at 205 South P Street, police department recommendation and correspondence with the person owning, keeping, sheltering or harboring the animal in question.

Roll call to close the hearing is in order.

Fiscal Impact

Attachments

- Police Report
 - Police Recommendation
 - Letter to Owner
 - Proof of USPS delivery
 - Proof of Hand Delivery
-

INDIANOLA POLICE DEPARTMENT

ORI **IA0910100**

INCIDENT REPORT

Case Number **2020-17494** Juvenile IncidentHow Reported **Phone**Reported Date **07/04/2020**

INCIDENT INFORMATION

Date Occurred		Day of Week		Time Occurred			
From	07/04/2020	to		From	2019	to	
				Assigned	07/04/2020 2043		
Dispatched Location				Arrived	07/04/2020 2048		
Actual Location				Cleared	07/04/2020 2115		
Incident Address 205 S. P St.				District	Northwest		
City, ST Zip Indianola, IA 50125				Sub-Beat			

INCIDENT SYNOPSIS

OFFENSE 1

Offense	Date	State Statute	UCR	AB Group
Dog or other Animal bite Report				

Activity	Weapon	Special Circumstances	LINKED SUSPECT(S)	LINKED VICTIM(S)

Status **Completed** Location **Residence / Home**Method of Entry Location #2Point of Entry Gang Activity **No gang activity**No. Premises Entered Premises Inhabited Yes No Bias / Hate CrimeVictim(s) suspected of usingTypeTarget CodeAffiliation Alcohol Drugs Not ApplicableSuspect(s) suspected of using Alcohol Drugs Computer Equip Not Applicable

STATUS

Exceptional Clearance

Exceptional Clearance Date

Case Status CFS #

Weapon Involved Force Involved Reviewed

Accident Involved Accident

Reviewed By - Supervisor Date

Reviewed By - Records Date

Officer	Responsibility
Keller, Justin 116	Shift Supervisor
Temple, Joshua 130	Reporting Officer
Snyder, Michelle 108	2nd Clerical
Bruce, Tammy 106	1st Clerical
Keller, Justin 116	Assisting Officer

NARRATIVE #1

ORI	Case Number	Date	Officer	Badge	
IA0910100	2020-17494	07/05/2020	Temple, Joshua	130	<input checked="" type="checkbox"/> Release to Public

On 7/4/2020 around 2019hrs. I, Officer Temple, was dispatched to Mercy Hospital for a report of a juvenile, who was bit in the head by a dog. Upon arrival, I spoke with Victim's mother, who stated that victim was in the neighbor's pool (207 S. P St.). She had her back to the edge of the pool and the neighbor's dog, was sniffing her hair. At that moment, a loud firework went off nearby which scared the dog and it bit onto the back of victim's head. It then drug her out of the pool at which time its owner, pulled the dog off of her.

The dog was described as a white and brown, male, pitbull.

I was unable to locate the owner today; however, I will attempt to make contact again tomorrow. It is unknown if the dog has its rabies vaccine up-to-date.

NARRATIVE #2

ORI	Case Number	Date	Officer	Badge	
IA0910100	2020-17494	07/05/2020	Temple, Joshua	130	<input checked="" type="checkbox"/> Release to Public

On 7/5/2020 around 1530hrs. I, Officer Temple, made contact with dog owner reference her dog, biting the victim last night. The dog owner stated that the dog is up-to-date on its rabies vaccination and that it got it less than a year ago at a vet in Ankeny. Due to the recent move into the home, she stated that she wasn't sure where the paperwork was but that she would send me a copy when she found it. The dog owner also stated that they will be putting the dog down.

I contacted victim's mother via PBX and left a message advising her of the rabies vaccination status.

NARRATIVE #3

ORI	Case Number	Date	Officer	Badge	
IA0910100	2020-17494	07/27/2020	Temple, Joshua	130	<input checked="" type="checkbox"/> Release to Public

On 7/25/2020 I received an email from the victim's mother reference this case. The victim's mother stated that even though the dog owner stated that the dog was going to be put down, it was never euthanized. I contacted the dog owner via PBX and she stated that they decided not to because it was their daughter's therapy dog. She also stated that she is more cautious with who the dog is around.

I will be contacting the City Attorney about getting a hearing in order to have the dog deemed vicious.

This is a supplemental narrative.

Indianola Police Department Case 2020-17494

Recommendation

After reviewing Indianola PD case 2020-17494, a written synopsis provided by Officer Temple of his investigation, and city of Indianola Code of Ordinances 56.01(4) – Definition of “Vicious Animal”, and 56.02 “Keeping of Dangerous Animals Prohibited” it is my determination that this animal fits the definition of “vicious animal” and the possession of such animal should be prohibited for the following reasons:

1. This animal meets the definition of vicious animal under Indianola Code of Ordinances 56.01(4) specifically under subpoints “B” and “C” in that the animal “did bite once causing injuries above the shoulders of the person and “could not be controlled or restrained by the owner at the time of the bite to prevent the occurrence.”

On July 4th, 2020 the animal was reported to have bitten the 10 year old victim on the head and dragged the child. Officer Temple also received information that the owner attempted to restrain the animal and was initially unable to control and restrain the animal and stop the animal from biting the child. Medical records show that the victim required stitches for the injury. A statement from the mother of the child was that the doctor stated the stitches were “too numerous to count.” Photographs of these injuries have been provided by the victim’s mother.

2. In meeting the definition of “vicious animal” under 56.01(4) this owner should be prohibited from possession this animal per code 56.02 which states “No person shall keep, shelter, or harbor any dangerous animal as a pet, or act as a custodian, temporary or otherwise, for such animal, or keep such animal for any other purpose or any other capacity within the city except in the following circumstances:” The code then lists 8 subpoints of which this animal does not fit any of those exceptions.

Reference Indianola City Code 56.01(4)

4. “Vicious animal” means any animal, except for a dangerous animal per se, as listed above, that, while running at large, has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities, in present or past conduct:

- A. By biting a person or persons on two (2) separate occasions within a twelve-month period; or
- B. Did bite once causing injuries above the shoulders of the person; or
- C. Could not be controlled or restrained by the owner at the time of the bite to prevent the occurrence; or
- D. Has attacked or bitten any domestic animal or fowl on two separate occasions within a twelve-month period; or
- E. Which has been found to possess such a propensity by the Council, after hearing.

Signed: 

Sgt. Justin E. Keller #116

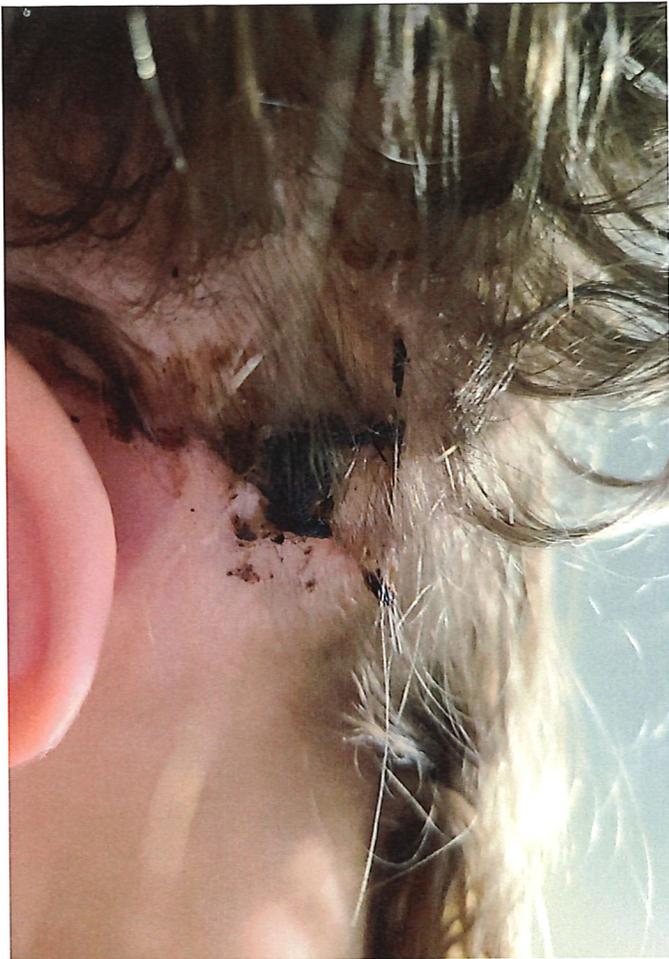
2020-17494 Case Summary

On 7/4/2020 around 2019hrs. I, Officer Temple, was dispatched to Mercy Hospital for a report of a juvenile, Emilie Denning (DOB: 7/1/2010), who was bit in the head by a dog. The dog was later described as a white and brown, male, pit bull. Upon arrival, I spoke with Denning's mother, Christine Heatherton (DOB: 11/13/1969), who stated that Denning was in the neighbor's pool (207 S. P St.). She had her back to the edge of the pool and the neighbor's dog, Blue, was sniffing her hair. At that moment, a loud firework went off nearby which scared the dog and it bit onto the back of Denning's head. It then dragged her out of the pool at which time its owner, Mercedes Fay (DOB: 12/12/1995), pulled the dog off of her. Upon speaking with Fay on a later date, she stated that upon her dog biting E Denning, she had to put her fingers in its mouth and try to pry its mouth off of her head. Fay told me on this date that she had every intention of having her dog put down because they wouldn't put up with a dog exhibiting that kind of behavior.

On 7/25/2020 I received an email from Heatherton stating that Fay never had the dog put down and didn't believe she had any intention of doing so. She also stated that E Denning was in the ER for approximately 8 hours, 2 of which were for stitching the wound. Upon asking the ER doctor how many stitches she received, he responded that it was too many to count. Also on this date, I contacted Fay to follow up on the status of her dog. She stated that they decided not to put the dog down because it was her daughter's therapy dog. She also stated that they have put steps in place to be more safe with the dog, such as: a muzzle when outside, a kennel to house the dog in the yard, and being overall cautious with the dog.

On 7/29/2020 I contacted Heatherton and advised her of the current status of the case. I also requested a copy of Denning's medical records; to which she stated she could get from her doctor tomorrow. Heatherton stated that she would send me pictures of Denning's injury.







— Indianola Police Department —

Mercedes Fay
207 S. P St
Indianola, IA

August 12, 2020

Re: Notification of City of Indianola City Council hearing to declare an animal vicious

The Indianola City Council shall hold a regularly scheduled Council meeting on Tuesday, September 8, 2020 at 6 pm. The meeting will be held in City Council chambers located in the basement of the City Hall, 110 N 1st Street, Indianola, Iowa. During the September Council meeting, City Council members will conduct a hearing to determine if a dog owned by you should be declared a vicious animal pursuant to section 56.05 of the Code of Ordinances of the City of Indianola.

Section 56.01 (4) of the Code of Ordinances of the City of Indianola defines a vicious animal as follows:

4. “Vicious animal” means any animal, except for a dangerous animal per se, as listed above, that, while running at large, has attacked or bitten any person without provocation, or any animal that has exhibited vicious propensities, in present or past conduct:

- A. By biting a person or persons on two (2) separate occasions within a twelve-month period; or
- B. Did bite once causing injuries above the shoulders of the person; or
- C. Could not be controlled or restrained by the owner at the time of the bite to prevent the occurrence; or
- D. Has attacked or bitten any domestic animal or fowl on two separate occasions within a twelve-month period; or
- E. Which has been found to possess such a propensity by the Council, after hearing.

The dog in question is a Pit Bull Terrier that bit a child on July 4, 2020 at 207 S. P Street, Indianola. Per Indianola Police Department case number 2020-17494, the Pit Bull Terrier in question bit a child on the back of the head, drug the child out of a swimming pool, and had to have its mouth pried off the child’s head by you. The child visited the emergency room and received, according to a doctor, an amount of stitches to the head that were “too many to count.”

Should the Council determine your dog to be vicious, City of Indianola Ordinance 56.05 requires the owner of the animal have the animal humanely destroyed.

Dave Button
Chief of Police

7015 1520 0000 3194 9283

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Sent To

Mercedes Fay
Street and Apt. No., or PO Box No.

207 S. P. St
City, State, ZIP+4®
Indianola IA 50125

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

Navigation icons: Home, HR, Clerk, Music and Podcasts..., One Call Concepts..., Find Your Precinct/...

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Remove X

Status

Delivered

Your item was delivered to an individual at the address at 4:38 pm on August 13, 2020 in INDIANOLA, IA 50125.

August 13, 2020 at 4:38 pm
Delivered, Left with Individual
INDIANOLA, IA 50125

Get Updates v

Delivered

Text & Email Updates v

Tracking History v

Windows taskbar: Search (Type here to search), Taskbar icons, System tray (12:21 PM 8/28/2020)

INDIANOLA POLICE DEPARTMENT DISPATCH ENTRY

CFS #: <input type="text" value="2020-23751"/>	ORI: <input type="text" value="IA0910100"/>	Date: <input type="text" value="09/01/2020"/>	Location Name: <input type="text"/>
Zone: <input type="text" value="NORTHWEST"/>	Sub Zone: <input type="text"/>	Reported: <input type="text" value="Radio"/>	Address: <input type="text" value="207 S P ST"/>
ICR Number: <input type="text"/>		Operator: <input type="text" value="Garrett, Steve"/>	City, State, Zip: <input type="text" value="INDIANOLA"/> <input type="text"/> <input type="text"/>
Type of Call: <input type="text" value="CIVIL ISSUE"/>		Assigned Officer: <input type="text" value="111 ROBERT HAWKINS"/>	Phone: <input type="text"/>
Disposition: <input type="text" value="SERVED (Civil)"/>			Apt/ Suite #: <input type="text"/>
Call Priority: <input type="text" value="3"/>			ESN #: <input type="text"/>

PERSONS INVOLVED

Type	Name	Address	City, State, Zip	SSN	Sex	Race	DOB	Phone	Cell #	Vehicle LIC	Vehicle LIS	Vehicle Color	Vehicle Make	Vehicle Model
Reported By	111 ROBERT HAWKINS													

TYPES/ UNITS

Type Unit	Unit/ Driver	IR/ TRIP	Received	Dispatched	Enroute	Arrived	Completed							
CIVIL ISSUE	111 ROBERT HAWKINS		1323			1323	1327							

DETAILS

PAPER SERVICE.

Type of Call Changed from MISCELLANEOUS to CIVIL ISSUE by Bruce, Tammy

Linked to CFS#: 2020-17519

Meeting Date: 09/08/2020

Subject

Determination of a vicious animal.

Information

According to Chapter 56.05 (2), after the hearing, the Council shall determine if an animal is vicious. If the animal is determined to be vicious, the Council shall order the person owning, sheltering, harboring or keeping the animal to cause it be destroyed in a humane manner. The order shall immediately be served upon the individual or entity against whom issued in the same manner as the notice of hearing.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

First consideration of an Ordinance amending Chapter 160 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Fire Code.

Information

Fiscal Impact

Attachments

Fire Code Memorandum

Fire Code Ordinance



FIRE DEPARTMENT

TO: Mayor Kelly Shaw and City Council Members
CC: City Manager Ryan Waller
FROM: Fire Chief Gregory M. Chia
DATE August 21, 2020
RE: 2018 Accept Ordinance Changes

Adopt ordinance changes from the 2018 International Fire Code that were omitted upon initial acceptance. In addition, changes to ordinances identified some areas needing clarification and definitions that were in place but had been omitted.

Change **105.6.40 Pyrotechnic special effects material**, ordinance was existing but did not reference applicable codes

Change **107.2.3 Fire Protection System Inspection and Maintenance** is an existing ordinance but was omitted upon new adoption

Change **307.1 Open Burning within the city limits is prohibited**, is a title change only

Change **307.2 Permits**, this designates a time period the permit is valid

Change **506.1 Key Box** is existing with added verbiage identifying vendor to obtain key box

Change **907.1.4 Addressable System** is existing but was omitted

Change **907.1.5 Smoke Detectors**, new verbiage to enhance current structures/ businesses to provide safety devices as occupancies change or remodel occurs

Change **907.11 False Alarms, 907.11.1 False Alarm Fees**, is new to ordinances with fee structure

Change **907.13 Response**, was existing ordinance



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA MAKING CERTAIN AMENDMENTS TO THE ADOPTED FIRE CODE.

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

Section 1. The following section be and is hereby amended by adding the underlined language as follows:

160.02 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS.

The following sections of the *International Fire Code*, 2018 edition, including Appendix Chapters B, C, D, I, K, and M (see *International Fire Code* Section 101.2.1, 2018 edition), as published by the International Code Council, are hereby revised:

Delete Code Section: IFC 105.6.40. Replace with the following language:

105.6.40 Pyrotechnic special effects material. An operational permit is required for use and handling of pyrotechnic special effects material. Pyrotechnic Permits shall be valid for a single event on the date applied for unless the Fire Chief gives special permission for weather related delays according to APA Standard 87-1 and NFPA 1124.

Add Code Section: IFC 107.2.3

107.2.3 Fire Protection System Inspection and Maintenance. All inspection, testing, and maintenance reports on fire protection systems and extinguishers shall be digitally submitted for review by the Indianola Fire Department through the vendor Brycer-Compliance Engine, according to 2018 IFC

Add to Code Section: IFC 202

ALARM COMPANY. Any person, firm, partnership, corporations or association who owns, manages, conducts or carries on the business of installing, servicing, maintaining, monitoring, replacing, or removing of fire protection equipment in any building or other property within the jurisdiction of the city.

MALFUNCTION. Any unintentional activation of any alarm system caused by a mechanical malfunction, flaw in the design, installation, or maintenance of the system. This shall not include any activation caused by extraordinary violent conditions of nature such as tornadoes, floods, and earthquakes.

INTENTIONAL MISUSE. Any intentional activation of an alarm system when no fire or other emergency exists or is in progress.

RECURRING ALARM. Three (3) or more alarms in a twenty-four (24) hour period.

Delete Code Section: IFC 307. Replace with the following language:

SECTION 307

OPEN BURNING WITHIN CITY LIMITS IS PROHIBITED

307.1 General. No person shall kindle or maintain any bonfire, rubbish or waste material fire within the City Limits.

Exceptions:

1. The Fire Chief may permit open burning supervised by the Fire Department for training purposes 307.2 and 307.2.1
2. The Fire Chief may permit open burning at public gatherings under legitimate sponsorship of civic, fraternal, religious, educational or similar organizations only after proper permits have been obtained from the Fire Chief or designee. Portable outdoor fireplaces are prohibited in the city limits, remove section 307.4.3.
3. Open burning in barbecue grills used solely for purposes of preparation of food and commercially manufactured outdoor fireplaces that limit the size of the combustible material to a burn area 24"x24"x12" and must be completely enclosed or covered with wire mesh with no opening greater than 1"x1". Combustible materials will be limited to charcoal or wood logs only. No brush, leaves, paper or waste materials will be burned in grills.
4. LP or Natural Gas fueled outdoor fireplaces equipped with automatic shut off safety valves shall be permitted as such fireplace complies with Section 307.2.1 and 308.1 of the 2018 International Fire Code and NFPA 58.
5. The Fire Chief or designee may permit open burning for a land developer to burn trees that have been removed for building construction, subject to the time of year and location of material adjacent to structures.
6. Permitted burning in residential areas shall be a minimum of one thousand (1000) feet from the nearest structure.
7. Permitted burning in commercial and industrial areas shall be subject to the location of adjacent structures and at the discretion of the Fire Chief or his/her designated Fire Official.

307.2 Permits. Whenever under the terms of the IFC 2018 Section 105.2.3 a permit is required from the Chief of the Fire Department or a designated Fire Official. Application for the permit shall be made to the office of the City Clerk or Chief of the Fire Department. Burn Permits shall be valid for a period of one hundred eighty (180) days for one (1) burning occurrence.

Delete Code Section: IFC 506.1. Replace with the following language:

506.1 Where required. Where access to or within a structure or an area is restricted because of secured openings or where immediate access is necessary for life-saving or fire-fighting purposes, the fire code official is authorized to require a key box to be installed in an approved location. The box will be installed at the owner's expense and will only be used as a fire department tool to gain access in an emergency. Existing properties are required to install a key vault system any time improvements are made to the property that require a building permit. The key vault per city requirement will be purchased from The Knox Company specific to the City of Indianola requirements.

Add Code Section: IFC 907.1.4

907.1.4 Addressable Fire Alarms. Upon new installation and/or system upgrades where there are 10 or more initiating devices within the properties that are required, the installer will install a fire alarm system that shall be addressable to each device and display the individual device location on the fire alarm panel and any annunciator panel within the system.

Add Code Section: IFC 907.1.5

907.1.5 Smoke Detectors. In addition to meeting the requirements of IFC 2018 section 907.2.17.1, all businesses located on the Public Square, the area with addresses 100 through 200 blocks on Salem, Ashland, Howard and Buxton, also known as the Public Square will be required to install smoke detectors with the issuance of a building permit for change of occupancy or remodel. Smoke detectors will be installed one per/500 square feet. The make-up of the square requires additional fire safety precautions IEBC 803.4, NFPA 72.

Add Code Section: IFC 907.11

907.11 False Alarms. No person shall knowingly or intentionally activate any alarm system when no emergency exists. Any person who knowingly or intentionally activates any false alarm shall be guilty of a municipal infraction Chapter 4 of this code.

Exception: No person shall knowingly or intentionally test any actively monitored alarm system without first notifying and receiving approval from the Warren County Sheriff's Office Dispatch Center.

907.11.1 False Alarm Fees. A service charge shall be made for each false alarm beyond the number permitted in this section. The service charge for each of these shall be as follows:

<u>Number of False Alarms in a Calendar Year</u>	<u>Service Charge</u>
<u>3 or less</u>	<u>\$0.00</u>
<u>4</u>	<u>\$50.00</u>
<u>6</u>	<u>\$100.00</u>
<u>Each additional occurrence beyond 6</u>	<u>\$200.00</u>

Add Code Section: IFC 907.12

907.12. Failure to Respond Penalty. After being personally notified, failure of an alarm owner or responsible party to respond to the location of an activated alarm following a request from the fire or police department will be subject to a municipal infraction according to 4.03, 4.04.

Add Code Section: IFC 907.13

907.13 Response. In the case of a fire alarm, the alarms will not be reset until the fire department has had the opportunity to fully investigate the location within any building and determine the reason for the alarm signal.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2020, and approved

this _____ day of _____, 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

The foregoing Ordinance No. _____ was adopted by the Council for the City of

Indianola, Iowa, on _____, 2020, and was published on _____, 2020.

Andrew J. Lent, City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution approving pre-application for the 2020 Iowa Great Places Grant.

Information

Fiscal Impact

Attachments

Great Places Memorandum
Resolution Approving Pre-Application



— Parks and Recreation —

September 2, 2020

To: Mayor and City Council
From: Doug Bylund, Indianola Hometown Pride Staff Liaison
Lorin Ditzler, Warren County Hometown Pride Community Coach
Cc: Ryan Waller, City Manager, Andy Lent, Director of Finance
Re: Iowa Great Places Grant Pre-application

As the City Council is aware, Indianola was designated as an Iowa Great Place by the Iowa Department of Cultural Affairs. In addition to the benefits of the designation, Indianola has the opportunity to receive grant funding for a single project during each five-year designation. Iowa Great Places designees may request funding during the each of the first three years of their designation until funding is received. The pre-application deadline for the 2020 grant is September 18, 2020.

The Iowa Great Places Grant funding supports vertical infrastructure expenses that are essential to the completion of the proposed project. Applicants may request funding for a project that is tied to a community vision and strategic plan and could include cultural facilities and amenities, public art, way-finding signage and streetscape enhancements. The pre-application process allows for submission of three potential projects from each community.

The Hometown Pride Committee has identified the following three potential projects to submit for the pre-approval application:

1. Fund a portion of the Square Streetscape project such as benches, art and historical monuments. Bolten and Menk has experience working with this grant for streetscape additions and are working to compile a list of eligible items.
2. Extend the Streetscape Plan from the Square to Simpson College to create a cultural corridor including elements from the Streetscape, with additions such as art, lighting and historical landmarks.
3. Add to the extension of the McVay Trail from 15th Street to the Balloon Field creating a cultural trail by adding lighting, art, benches and other cultural items.

The Hometown Pride Committee is requesting the City Council approve the attached resolution to grant permission for the Committee to submit the pre-application for the Iowa Great Places Grant.

City of Indianola
RESOLUTION NO. 2020-_____

RESOLUTION APPROVING PRE-APPLICATION FOR THE 2020 IOWA GREAT PLACES GRANT

WHEREAS, Indianola has been designated by the Iowa Department of Cultural Affairs as an Iowa Great Place; and

WHEREAS, The Iowa Great Places program seeks to recognize communities that take action to enhance their local places while staying true to the qualities that make them unique; and

WHEREAS, The Iowa Great Places Grant awards ranged from \$31,380 to \$400,000 with an average grant award of \$227,355 and designated cities are eligible to apply for the first three years after designation and can receive one award during the five years of eligibility; and

WHEREAS, it is the determination of the City Council that the City should submit a pre-application for the Iowa Great Places Grant.

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

1. The Hometown Pride Committee will submit the pre-application for the Iowa Great Places Grant on behalf of the City for the following three projects:
 - a. Fund a portion of the Square Streetscape project such as benches, art, and historical monuments.
 - b. Extend the Streetscape Plan from the Square to Simpson College to create a cultural corridor including elements from the streetscape, with additions such as art and historical landmarks.
 - c. Extension of the McVay Trail to the Balloon Field to make it a cultural trail by adding cultural items such lighting, art and benches.

PASSED this 8th day of September 2020.

Kelly B. Shaw, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

Meeting Date: 09/08/2020

Subject

Resolution approving an amendment to the City Council TIF Program Policy.

Information

Fiscal Impact

Attachments

Policy Memorandum

Red Line of Policy

Resolution Approving Amendment

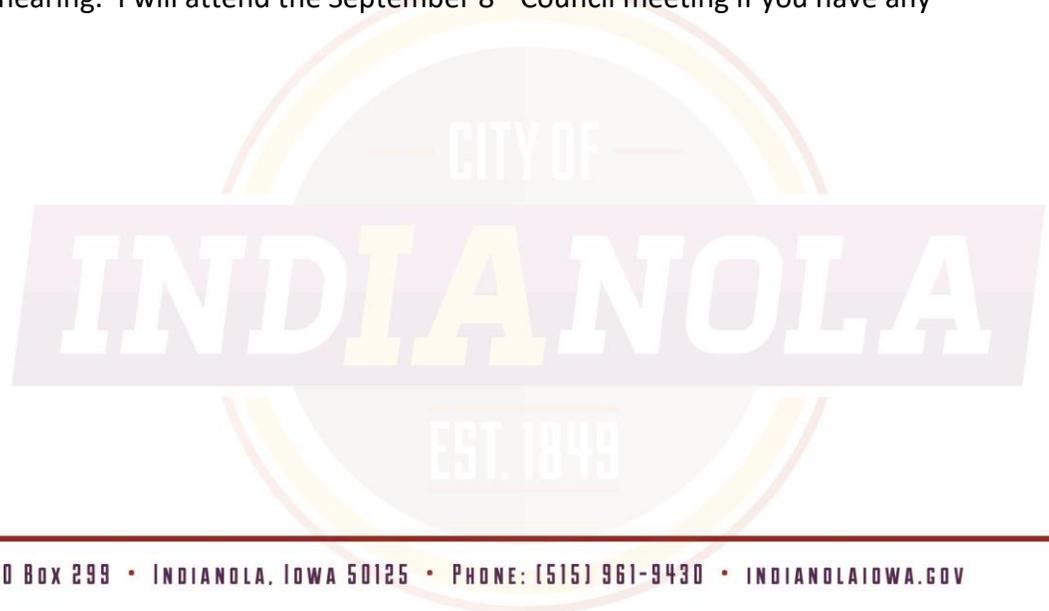


COMMUNITY DEVELOPMENT

To: Mayor and City Council
From: Charlie E. Dissell, Community and Economic Development Director
CC: Ryan Waller, City Manager
Date: August 28th, 2020
Re: Resolution approving an amendment to the City Council Tax Increment Financing (TIF) Program Policy

At its meeting on October 7th, 2019, the City Council directed Staff to review the City Council Tax Increment Financing (TIF) Program Policy. This was requested on the heels of the results of the Comprehensive Plan survey being released. This survey showed an importance on economic development from the community, especially as it related to local/small businesses, restaurants/bars and retail/office. Currently, the TIF Program Policy states that a proposed commercial office or retail usage would need to have a combined taxable valuation exceeding \$10 Million to be eligible for the TIF program.

The proposed revisions are attached to this agenda item, with new language shown underlined, and deleted language shown struck out. The changes include allowing all types of commercial property, and projects that include all types of jobs, to be eligible for TIF funding. It removes references to the Indianola Development Association, clarifies that new projects, and expansions/remodels are eligible, and that residential properties are excluded unless the Council finds that such a project would further a public purpose for the City. All proposed projects would still require City Council approval and would be judged on each of its own merits, as well as a development agreement that would need to be approved by the City Council after a public hearing. I will attend the September 8th Council meeting if you have any questions.



Tax Increment Financing (TIF) ~~TIF~~ Program Policy

The purpose of this policy is to provide guidance regarding the use of Tax Increment Financing (TIF) to enhance economic development in the City of Indianola (the City). This policy does not replace project area objectives or types of renewal activities listed in any Urban Renewal Plan. Nothing within this policy requires the City of Indianola to provide funding for any project, regardless of that project's ability to meet eligibility guidelines. Any project making application for TIF funds must be located in a designated Urban Renewal Area~~TIF district~~ and is subject to the particulars of the respective Urban Renewal Plan applicable for said ~~TIF district~~Area.

Goal

The goal of Indianola's Tax Increment Finance (TIF) program is to effectively encourage economic development, enhance industrial and ~~non-retail~~ commercial property tax base, create ~~high-quality~~ employment opportunities, and attract businesses that contribute to the general well-being and quality of life of Indianola's residents.

Uses of Funds

- Construction and repair of public infrastructure that furthers the goals of this Policy. ~~TIF funds may be used to retire debt and pay interest for these projects until development occurs or until assessments and connection fees are paid.~~
- Direct assistance to pay assessments or connection fees for properties whose uses meet eligibility criteria. Properties that do not meet the criteria shall be required to pay assessments or connection fees, even if TIF is used to finance others within the same project.
- Direct assistance to businesses or property owners in the form of rebates, grants or loans for non-infrastructure uses. Loans may be interest bearing, zero-interest, or forgivable based on performance targets.
- To purchase or expand land ownership in partnership with ~~the Indianola Development Association~~ and any public/private partnership project that serves a public purpose compatible with the project objectives of a particular Urban Renewal Plan.
- Any other lawful use as listed in the Urban Renewal Plan on file in the City Clerk's Office for any particular aUrban Renewal Area.

Property Use Eligibility Criteria

- Properties owned by public entities that enhance the quality of life in Indianola, serve a public purpose, and stimulate economic development.
- Properties owned by ~~the Indianola Development Association or~~ any public/private partnership that serves a public purpose compatible with the project objectives of a particular Urban Renewal Plan.
- Properties with any proposed industrial usage, including remodel and/or expansion of existing businesses.
- ~~Properties with proposed commercial office or retail usage, including remodel and/or expansion of existing businesses, with combined taxable valuation of all lots that exceeds \$10 million.~~
- ~~Properties with proposed retail development with a taxable valuation under \$10 million and a~~ All residential ~~development~~ properties are explicitly excluded from receiving TIF program funds, absent specific findings from the City Council that such development will further a public purpose of the City.

Project Eligibility Criteria

The following project characteristics shall be the primary factors in considering project eligibility:

1. Improves the development viability of an eligible property and will likely meet at least 3 other project criteria within 5 years of funding.
2. Increases the taxable value of an eligible property within 2 years of funding.
3. Creates or retains quality employment opportunities within Indianola.
4. Is compatible with the community and surrounding properties.
5. Does not cause undue stress on City services or public infrastructure.
6. Does not create an unfair advantage for the property owner over existing property owners in the community.
7. Property owners or developers waive other forms of property tax abatement, exemptions, or incentives allowed by ~~law,law~~; ~~howeverhowever~~, nothing precludes the City from rebating property taxes paid.
8. Property owners or developers agree to minimum assessed values, construction timetables, and other criteria to be contained in a development agreement.
9. Property owners or developers shall construct public infrastructure necessary to serve the project in accordance with City specifications, and upon completion, dedicate such to the City.

Where applicable, assistance to private entities shall be based on criteria outlined in Iowa Code Chapter 15A, including, but not limited to the number and pay scale of projected new jobs and the amount of property tax base to be created. Pay scale shall be determined by the percentage of median income for Warren County. Other compensation criteria, such as benefits paid, may also be considered.

Project Priorities

1. Public infrastructure improvements adjacent to undeveloped property or proposed redevelopment.
2. Lending at low or zero-interest rates where local funds are used to match other public and private economic development incentives. Preference will be given to projects that expand existing businesses.
3. Direct assistance in the form of grants, rebates, or forgivable loans where local funds are used to match other public and private economic development incentives.
4. Lending or direct assistance without local funds matching other economic development incentives.

Application Procedure

- Application forms are available in the Community Development Office at City Hall, 110 N. First Street.
- Applications shall be submitted as soon as possible to the Community Development Office and, at a minimum, prior to the submittal of a site plan.
- The application shall be reviewed by the City Manager for completeness.
- The City Manager shall forward the application, with a recommendation for approval or denial, to the City Council for its consideration of the application.
- If the application is approved by the City Council, the City Manager shall prepare a Development Agreement, which shall contain the necessary financial and legal considerations. The cost to prepare the Developer Agreement shall be paid for by the applicant, including any outside counsel retained by the City for purposes of negotiating, drafting, approving or executing said Agreement.
- Once the Development Agreement is negotiated between the Applicant and the City Manager, the City Council will conduct a public hearing and take action on the ~~a~~Agreement. The City Council must find that a bona fide public purpose will reasonably be accomplished by the project.

City of Indianola
RESOLUTION NO. 2020-_____

RESOLUTION APPROVING AN AMENDMENT TO THE CITY COUNCIL TIF PROGRAM POLICY

WHEREAS, the City of Indianola Council Policy is amended over time; and

WHEREAS, on October 7, 2019, the City Council directed staff to review the TIF Program Policy;
and

WHEREAS, the policy regarding the TIF Program Policy needs to be amended.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Indianola does amend
the City Council TIF Program Policy

DATED this 8th day of September 2020.

Kelly B. Shaw, MAYOR

ATTEST:

Andrew J. Lent, CITY CLERK/CFO

Meeting Date: 09/08/2020

Subject

Receive and file correspondence from August 14, 21 and 28, 2020 weekly updates from City Manager Ryan Waller.

Information

Roll call to receive and file correspondence is in order.

Fiscal Impact

Attachments

Waller's Weekly 0814
Sept 8 Draft Agenda
Sept 21 Draft Agenda
Waller's Weekly 0821
Presentation
Permits 0821
Current Projects 0821
Code Enforcement 0821
July 2020 DMHB Report
Draft Agenda Sept 8
Draft Agenda Sept 21
Waller's Weekly 0828
Code Enforcement 0828
Current Projects 0828
Permits 0828
September 8 Draft Agenda
September 21 Draft Agenda

Jackie Raffety

From: Ryan Waller
Sent: Thursday, August 13, 2020 3:07 PM
To: Ryan Waller
Subject: Waller's Weekly 8.13.2020
Attachments: Sept 21 Draft Agenda.pdf; Sept 8 draft agenda.pdf

Good afternoon, all.

I hope this finds you well. Below and attached are the items for this week's update email (a day early). As always, if there are questions on these or any other City matter, please feel free to contact me. Thank you!

Have a great rest of the week and weekend!

Ryan

*Ryan J. Waller
City Manager
City of Indianola*

Brush Facility - As a result of the recent storm event, residents will not be charged to dispose yard waste and brush at the Indianola Brush Facility on Thursday, August 13, 2020. Staff will monitor turn-out at the brush facility to determine if this service needs to be extended at no charge. If an extra day is required, it will be announced via the City's social media and website on Friday, August 14, 2020.

August 17th City Council Meetings - The City Council will meet on Monday, August 17th for its regular meeting and study session that immediately follows the regular meeting. The agendas and comprehensive meeting materials will be available later today on the City's website at <http://indianolaiowa.gov/AgendaCenter>. The meetings will be aired live via the [City's YouTube Channel](#) and a Zoom Webinar (login information may be found in the meeting packet).

Square Streetscape Project - Last year, a committee of community stakeholders presented a recommendation to the City Council on the overall design and layout of the Square Streetscape. This design, which was approved by the City Council in 2019 and ultimately received an award from the American Planning Association (Iowa Chapter), included the recommendation for two-way traffic around the Square. As the City's engineers on this project (Bolton and Menk) work towards the 30% design mark, confirmation on prior direction from the City Council regarding the traffic pattern around the Square, and on Howard and Buxton Streets, is needed. At its Study Session on August 17th, the City Council will receive a presentation on various components of a conversion to two-way traffic. While a formal decision on one-way vs

two-way will not be made on August 17th, the direction received will begin the process of completing necessary studies, preparing necessary ordinance changes, and will give direction to the design team on the Square Streetscape Project.

Re-open Plan - The City Team continues to monitor and prepare appropriate plans in response to the COVID-19 pandemic. The current status may be found on the City's website at <https://www.indianolaiowa.gov/903/Draft-Re-Open-Plan-Matrix>. As a reminder, this is a fluid document meant to guide the decision-making process, as well as communicate out the updated status of impacted programs, services and facilities (Green = current status, in effect or open; Red = closed, not in effect, postponed). All are asked to remain vigilant in social distancing, washing of hands, sanitizing efforts and monitoring of your health.

Storm Clean-up - Streets Division Staff used 12 hours of labor to clean up debris from the recent storm event. This work included the removal of two trees blocking the traffic and assistance to IMU to temporarily close Iowa Avenue, between Howard and Buxton, to remove a tree branch from an electric line. Thankfully there has not been much reported damage in our community.

Parking Lot Maintenance - Streets Division Staff completed cleaning and painting four different municipal parking lots in the vicinity of the town Square. Work started on Tuesday, August 4th and was completed on August 12th. Staff used a total of 12 hours of labor and 6 gallons of paint to clean and paint these parking lots.

Kenwood Drive Repairs - Staff from the Streets Division and Water Pollution Control teamed up to repair failed sanitary sewer manholes and pavement sections on Kenwood Drive. They used a total of 153 hours of labor and 30 cubic yards of concrete to repair two manholes and 1,175 square feet of pavement.

Spruce Street Sewer Repairs - Streets Division Staff began repair work on two storm water intakes on Spruce Street, located north of Highway 92. It is anticipated that this will cause some impact to vehicular traffic. Although the intake repair is expected to be completed by early next week, work may continue to repair failed storm sewer pipes under the pavement. Staff is currently investigating the extent of the failed sewer pipes.

City Council Anticipated Agendas - Attached, please find documents containing anticipated agenda items for the September 8th and September 21st upcoming meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

**September 8, 2020
Draft Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Resolution approving contract for pool steps and slide repair
- Resolution approving quote for Wellness Center exterior crack repairs
- Second consideration of an Ordinance amending zoning regulations to Chapter 165, regarding preschools, schools and churches.
- Second consideration for various amendments, including zoning regulation amendments to Chapter 165, regarding fees.
- Third consideration of an ordinance amending the city code of the City of Indianola, Iowa to repeal the three-hour parking regulations in and around the public Square and add language related to construction parking.
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to standard penalty
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to tobacco use
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to animal control
- Hearing and determination of a vicious animal
- Public Hearing on CDBG funding for the Indianola Ultraviolet Disinfectant Device Acquisition Project
- Public Hearing on CDBG funding for the Indianola Meals Project
- Resolution to approve change order for the 2019 Drainage Improvements Project.
- Resolution for Reimbursement of COVID-19 Expenses Incurred from March 1 to July 31.
- Resolution approving a letter of support for the proposed Carlisle Trail Connection.
- First consideration of an Ordinance amending Chapter 160 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Fire Code.
- Resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund
- Resolution accepting a sanitary sewer and drainage easement agreement at 1508 North Jefferson Way
- Resolution approving and accepting a development agreement relating to the development of Crow's Nest RV Park
- East Iowa Avenue Paving project Resolutions
- Resolution approving the FY20 Indianola Street Finance Report
- Resolution approving agreement with Snyder and Associates
- Annual update from the CEO of the YMCA of Greater Des Moines
- Closed Sessions

**September 21, 2020
Draft Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Treasurer's Report
- Resolution approving monthly transfers
- Resolution to approve FY2020 Street Finance Report
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to standard penalty
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to tobacco use
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to animal control
- Third consideration of an Ordinance amending zoning regulations to Chapter 165, regarding preschools, schools and churches.
- Third consideration for various amendments, including zoning regulation amendments to Chapter 165, regarding fees.
- Resolution for Reimbursement of COVID-19 Expenses Incurred from August 1 to September 30
- Presentation on Buxton Park Pavilion concept.

Study Session Draft Agenda

Jackie Raffety

From: Ryan Waller
Sent: Friday, August 21, 2020 7:00 PM
To: Ryan Waller
Subject: Waller's Weekly 8.21.2020
Attachments: One-Way to Two-Way Presentation.pdf; 2020 Permits- August 21.pdf; Curent Projects Update- August 21.pdf; Code Enforcement- August 21.pdf; July 2020 DMHBA Report.pdf; Sept 8 draft agenda.pdf; Sept 21 Draft Agenda.pdf

Good evening, all.

I hope everyone had a great week. Below and attached are the items that make up this week's update email. As always, if there are questions regarding these or any other City related items, please let me know.

Have a great weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

FY20 Audit - This week, the City's auditor (Denman and Company) conducted fieldwork for the FY2020 audit. This is an annual process required for municipalities. Earlier today, staff met with our auditor to review the preliminary observations and findings. The results were (again) very positive with two items likely to be identified - segregation of duties and procurement cards. Both are common items found in city audits, especially for communities of Indianola's size. The City's finance team is to be commended for their outstanding work on this excellent report especially with two of our newer team members quickly learning their new roles and the complexities brought on by the COVID-19 pandemic.

Census - Indianola's current Census response rate is 72.3%. For those who have not yet responded, please be aware that census takers have started to visit neighborhoods. All census takers have completed health and safety training related to COVID-19 and will wear masks and follow local public health guidelines when they visit. If someone visits your home to collect information for the 2020 Census, please be sure to ask for them to show their ID badge that will include their photograph, a U.S. Department of Commerce watermark, and an expiration date. If you respond online (<https://2020census.gov/en/ways-to-respond/responding-online.html>) or by phone (844-330-2020) today, a census taker is less likely to have to visit your home to collect your response. A video from the US Census Bureau about this process may be viewed at <https://youtu.be/kxmDW-9XUc4>.

Square Streetscape Presentation - During its Study Session on Monday (August 17th), the City Council received an update on the Square Streetscape project and gave direction regarding traffic direction on the Public Square, Howard Street and Buxton Street. The direction included converting those streets from one-way traffic to two-way traffic and adding shared-use bike lanes on Buxton Street, from Buxton Park/Jerry Kelly Trail/Franklin Avenue south through the Public Square. Staff is working on timelines for this aspect of the project and will provide a follow-up report at a future City Council meeting. A copy of the presentation from Monday is attached.

Spruce Street Storm Sewer Repairs - Streets Division Staff completed repairs to two failed stormwater intakes on Spruce Street, located north of Highway 92. A total of 48 hours of labor and 16.5 cubic yards of concrete were required to repair these two intakes.

West Salem Avenue Pavement Repairs - Streets Division Staff commenced repair work on failed pavement on West Salem Avenue, between M Street & P Street. The work began during the early part of this week and is expected to end by next week. To date 1,275 square feet of pavement has been replaced which has required 82 hours of labor and 32 cubic yards of concrete.

Dust Control - Streets Division Staff regraded all the gravel roads under the City's responsibility in preparation for the second application of the dust control. This work did not include South K Street as work on this roadway took place last month. Jerico Services, a local company, will apply dust control on these gravel roads, which consists of applying liquid calcium chloride to the gravel roads. Grading work must be completed prior to the application of the dust control chemicals.

Brush Facility - In response to concerns with non-residents utilizing the City Brush Facility, staff will begin requiring identification that shows a valid City of Indianola address. This extra measure will begin Thursday, August 27, 2020. Thank you for your cooperation and understanding.

Community Development Reports - Attached are the following reports provided by the Community Development Department:

- **Current Projects Update** – The City Council approved the Prairie Glynn Plat 2 Subdivision. Of the 15 projects listed, four are awaiting a submittal from the Developer, four are in review, six have been approved and are in construction, and one was recently completed.
- **2020 Building Permits** – Four building permit applications were submitted, including two for new dwellings, and three building permits were issued. There are currently 16 building permit applications in review and 127 building permits that have been issued year to date.
- **Code Enforcement** – This week, one code enforcement case was opened, and two were closed. There are currently 21 open code enforcement cases and year to date, 78 code enforcement cases have been opened.
- **Des Moines Home Builders Association** - The Des Moines Home Builders Association issued their July 2020 Building permit report. The Des Moines Metro area reported 200 more permits for dwellings in July 2020 compared to July 2019 and has seen 324 more permits for dwellings year-to-date in 2020 compared to 2019. Indianola issued six more building permits for dwellings in July 2020 compared to July 2019 and has issued five more year to date compared to 2019.

City Council Anticipated Agendas - Attached, please find documents containing anticipated agenda items for the September 8th and September 21st upcoming meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

UPDATE AND DIRECTION ON SQUARE STREETScape PROJECT

City Council Study Session
August 17, 2020



HISTORY



- August 2018: Warren County voters approved a bond referendum for Warren County Justice Center
- September 2018: City/Partners worked with IEDA to assess our community's Public Square
 - First Impression: "Square could use some love"
 - Challenges: Downtown walkability
 - How Can we improve the look and feel?: Investment from someone other than business- government; Two-way streets
 - How can Downtown become a better place?: Beautification; Streetscape
 - Recommendations: Begin conversations about streetscape elements that could be included with Court House project immediately.

HISTORY



- October 2018: City sought proposals to develop a high-level streetscape concept for the Public Square
- February 2019: Professional service agreement with Bolton and Menk approved
- March-August 2019: Steering Committee Work; Civic Engagement Meetings
- August 2019: Indianola City Council approved the Downtown Square Master Plan
- FY21 Budget: \$2 Million approved for Streetscape Engineering/Construction (additional \$2.7 Million planned for in FY22 budget for construction)
 - \$1 Million SRF Grant

HISTORY

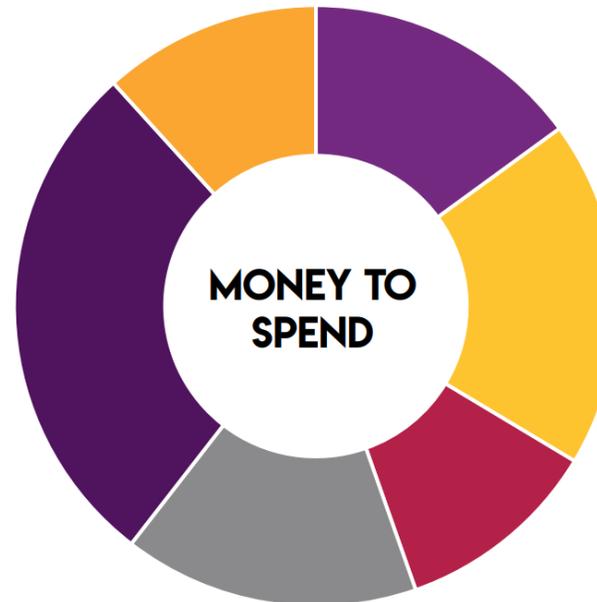


May 2020:

- Engineering Contract with Bolton & Menk Approved
- Comprehensive Plan Approved

“You’re in charge of the City’s capital improvement budget. This budget is for building new things or making major repairs or renovations. It is not for ongoing operating expenses. How should these limited funds be spent?”

INDIANOLA COMPREHENSIVE PLAN



TOTAL BUDGET ALLOCATED TO EACH CATEGORY FOR ALL PARTICIPANTS

CITY BUILDINGS	20,556
DOWNTOWN	25,656
NATURAL ENVIRONMENT .	15,145
PARKS	21,793
ROADS	38,229
TRAILS	16,093

WHERE ARE WE TODAY?



- Topographical Survey Completed
- Coordination Meeting Conducted with Utilities
- Coordination Meeting Conducted with Warren County/Justice Center Construction Team
- Consultant is Working on the Preliminary Design Document (30% Design)
 - Decision on Traffic Patterns is Needed

THE PLAN



- **24-Member Steering Committee Formed**
 - *“One-way traffic may cause avoidance of the Square and limit the amount of traffic/foot traffic”*
 - *“Good to increase traffic passing by businesses”*
 - *“Many other communities have completed one-way to two-way conversions”*
 - *“Very car friendly, not very ‘people’ friendly”*
 - *“Access to downtown is somewhat limited because of all the turning movements”*
 - *“Continue two-way traffic on Howard and Buxton”*

THE PLAN



EXECUTIVE SUMMARY

MASTER PLAN RECOMMENDATIONS

RECOMMENDATIONS

The overall goal of the project is to create a more pedestrian friendly, inviting and activated space where businesses thrive and where residents and visitors choose to spend time. The plan includes the following recommendations:

CITY COUNCIL WORK SESSION – (July 15th, 2019)

In addition to the recommendations of the steering committee, The City Council discussed and recommended changing Buxton Street & Howard Street from one-way to two-way throughout their length. Changing streets from one-way to two-way will allow for easier access turning in and out of the Justice Center, safer pedestrian crossings, and will stop the misconception of the two-lane roads from being one-lane.



ONE-WAY vs TWO-WAY



PROS

- Business exposure increases
- Improves the livability, property values, business revenue, and taxes
- Increases bike and pedestrian safety
- Eliminates the raceway effect/Slower traffic
- Driver attention increases
- Traffic safety improves even if traffic volume increases

ONE-WAY vs TWO-WAY



PROS (cont)

- Reduction in total distance traveled
- Enhanced Public Safety access
- Easier navigation for residents and businesses
- One-way streets can be confusing to visitors or infrequent users
- Eliminates wrong-way drivers
- Less signage/Pavement markings

ONE-WAY vs TWO-WAY



CONS

- Adjustment Period for Drivers
- Delivery Vehicles
- Number of Vehicle and Pedestrian Conflict Points Increase
- Through Traffic is Slowed Down
- One Time Labor/Capital Costs

ONE-WAY vs TWO-WAY



North Howard Street

- Total Vehicles: 1227
- Average Speed: 26.38 MPH
- Top Speed: 48 MPH
- Percent over Speed Limit: 65.20%
- 85th Percentile: 30 MPH

North Buxton Street

- Total Vehicles: 1300
- Average Speed: 26.42 MPH
- Top Speed: 52 MPH
- Percent over Speed Limit: 66.77%
- 85th Percentile: 30 MPH

North D Street

- Total Vehicles: 374
- Average Speed: 23.45 MPH
- Top Speed: 35 MPH
- Percent over Speed Limit: 32.89%
- 85th Percentile: 28 MPH

ONE-WAY vs TWO-WAY



Legend

- Minor Collector (Future)
- Major Collector (Future)
- Minor Arterial (Future)
- Major Arterial (Future)
- Minor Collector
- Major Collector
- Minor Arterial
- Major Arterial



Minor Collectors

- Proceed through the established portions of the city. These corridors generally have a speed limit of 25 mph
- Provide connections to major collectors and arterial streets.
- Primary routes for trip destinations such as the Downtown Square and schools.
- These streets should include accommodations for people biking and walking (sidewalks and bike lanes).
- May require traffic calming measures, particularly when bicyclists are expected to share the travel lane with motorized traffic.

WHAT WILL IT TAKE?



370 Total Signs

- 6 Additional Signs Needed
- 164 Signs Need Removed
- 50 Signs Need Rotated
- 158 Less Signs in Inventory

28 Pavement Markings

- Does Not Include Markings within Public Square
- All 28 Need Removed

WHAT WILL IT TAKE?



- Various Ordinance Changes (2 Months)
 - 71.01 Through Streets - Stop
 - 71.02 Stop And Yield Intersections
 - 71.03 No Parking Zones
 - 71.08 One-way Streets And Alleys
- Intersection Studies (2 Months)
 - Clinton and Howard
 - Iowa Ave Intersections
 - Stop Light at Buxton and Highway 92/2nd Avenue

WHAT WILL IT TAKE?



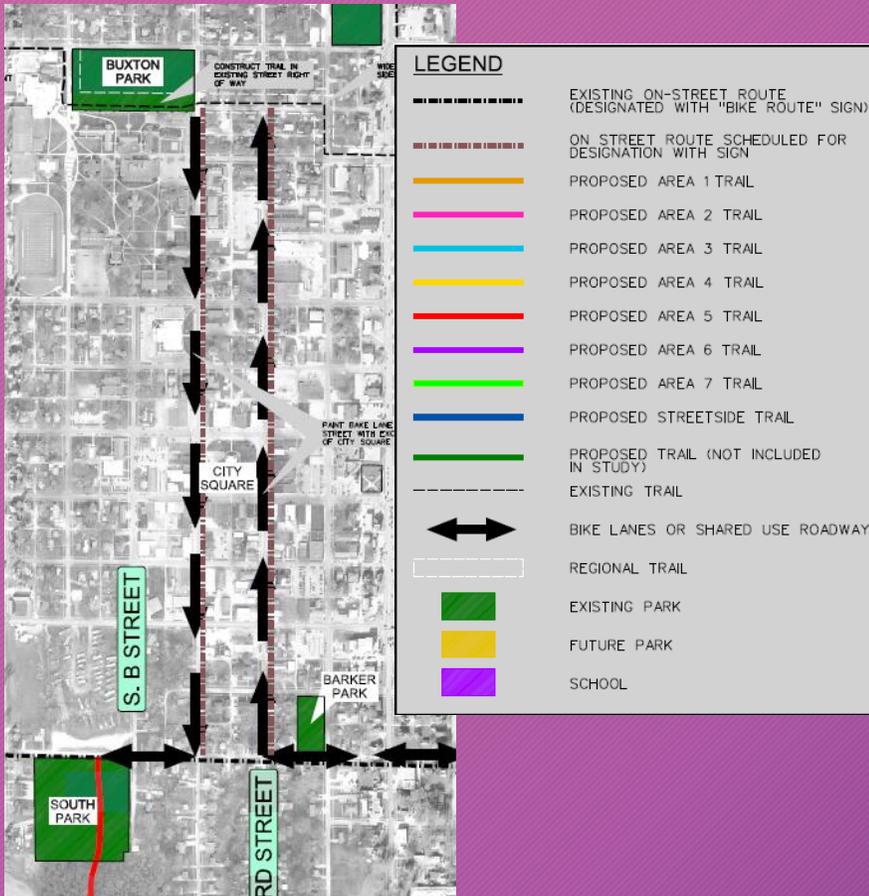
Post Office



Planters in Right-of-Way



INDIANOLA TRAILS PLAN



- From Buxton Park/Franklin St, South through the Square.
- Parking restrictions be considered on shared use roadways.
- On Buxton Street and Howard Street, where the streets are one-way, parking should be restricted on one side with a bike lane painted on each street.
- It is recommended that on-street routes be clearly marked with a sign.

DIRECTION



- Public Square
- Howard and Buxton
 - One-Way or Two Way?
 - Timing
- Shared Bike Lanes?
 - Buxton Street
 - Timing





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	Finalied Date	C.O.Date	VALUE
12/31/2019	1	1/2/2020	North American MHC LLC	9 Leonard Avenue	Heartland Living	Mobile Home			5/15/2020	\$51,300.00
12/31/2019	2	1/2/2020	North American MHC LLC	21 Leonard Avenue	Heartland Living	Mobile home			5/15/2020	\$51,300.00
1/7/2020	3	1/7/2020	Chad Keller	206 N Jefferson	B and D	DEMO		2/2/2020		
1/7/2020	4	1/7/2020	Chad Keller	208 N Jefferson	B and D	DEMO		2/2/2020		
1/7/2020	5	1/8/2020	North American MHC LLC	24 Leonard	Heartland Living	Mobile Home			5/15/2020	\$51,300.00
1/7/2020	6	1/8/2020	North American MHC LLC	26 Alfred	Heartland Living	Mobile Home			5/15/2020	\$38,494.00
1/7/2020	7	1/8/2020	North American MHC LLC	6 Leonard	Heartland Living	Mobile Home			5/15/2020	\$38,494.00
1/14/2020	8	1/14/2020	Foxwood Apts	1005 W 3rd	Rainbow International	Remodel		5/29/2020		\$859,560.49
1/7/2020	9	1/13/2020	Kurt Ripperger	804 N B	Construction by Cambron	Remodel				\$80,000.00
10/29/2019	10	1/16/2020	Wal Mart	1500 N Jefferson Way	Midland	Commercial Remodel		4/15/2020		\$1,891,511.00
1/15/2020	11	1/20/2020	Jerry's Homes	506 N 17th	Jerry's Homes	Basement Finish				\$18,000.00
1/15/2020	12	1/27/2020	Jerry's Homes	402 N 18th	Jerry's Homes	Single Family Dwelling	1435			\$208,000.00
1/15/2020	13	1/27/2020	Jerry's Homes	406 N 18th	Jerry's Homes	Single Family Dwelling	1339			\$203,000.00
1/15/2020	14	1/27/2020	Jerry's Homes	408 N 18th	Jerry's Homes	Single Family Dwelling	1474			\$217,000.00
1/15/2020	15	1/27/2020	Jerry's Homes	1708 Detroit	Jerry's Homes	Single Family Dwelling	1644	7/23/2020		\$201,000.00
1/15/2020	16	1/27/2020	Jerry's Homes	1704 Detroit	Jerry's Homes	Single Family Dwelling	1605	7/23/2020		\$212,000.00
1/31/2020	17	2/3/2020	Sherwin and Leeann Back	808 W Salem	Vanderpool	Alteration				\$15,157.95
2/10/2020	18	2/10/2020	Dusty Jordan	1107 N 6th Street	Jordan Building & Design LLC	Screened In Porch	192			\$15,000.00
1/10/2020	19	2/12/2020	Pritesh Patel	1215 N Jefferson Way	Rod Curtis	Commercial Remodel				\$80,000.00
2/12/2020	20	2/12/2020	KC Inc	404 N Jefferson	Iowa Demolition	DEMO		8/7/2020		
2/13/2020	21	2/18/2020	Top Hat Homes	810 W Orchard	Top Hat Homes	Single Family Dwelling	2404			\$448,000.00
2/21/2020	22	2/28/2020	North American MHC LLC	29 Alfred	Heartland Living	Mobile Home				\$38,494.00
3/2/2020	23	3/2/2020	Kyle Tipling	411 W Salem	Dirt Work	Garage Demo				
2/22/2020	24	3/2/2020	Horton-Robinson	709 Sunset	Horton-Robinson	Single Family Dwelling	1850		TEMP CO 07	\$257,000.00
3/11/2020	25	3/11/2020	North American MHC LLC	24 Leonard	Miller Scrap Metal	DEMO				
3/11/2020	26	3/11/2020	North American MHC LLC	6 Leonard	Miller Scrap Metal	DEMO				
3/11/2020	27	3/11/2020	Jerry's Homes	400 N 18th	Jerry's Homes	Basement Finish				\$15,000.00
3/9/2020	28	3/9/2020	Tyler Christonski	1319 S O	Crosscut Custom Carpentry	Four Seasons Room				\$41,500.00
3/13/2020	29	3/13/2020	North American MHC LLC	38 Alfred	Miller Scrap Metal	DEMO				
3/13/2020	30	3/13/2020	North American MHC LLC	52 Lincoln	Miller Scrap Metal	DEMO				
3/13/2020	31	3/13/2020	Jerry's Homes	1703 Euclid	Jerry's Homes	Basement Finish				\$7,000.00
3/13/2020	32	3/13/2020	Steger Construction	608 S Y	Steger Construction	Duplex	18400			\$100,000.00
3/13/2020	33	3/13/2020	Steger Construction	610 S Y	Steger Construction	Duplex	18400			\$100,000.00
3/13/2020	34	3/13/2020	Rory and Kathy Crooks	1209 W Euclid	Rory and Kathy Crooks	Deck				\$1,650.00
3/4/2020	35	3/16/2020	WJH LLC	1800 E Euclid	Century Complete	Single Family Dwelling	1810			\$92,047.00
3/4/2020	36	3/16/2020	WJH LLC	1710 E Euclid	Century Complete	Single Family Dwelling	1417			\$84,942.00



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3/4/2020	37	3/16/2020	WJH LLC	1708 E Euclid	Century Complete	Single Family Dwelling	2009		\$98,876.00
3/4/2020	38	3/16/2020	WJH LLC	1706 E Euclid	Century Complete	Single Family Dwelling	1810		\$92,047.00
3/4/2020	39	3/16/2020	WJH LLC	1704 E Euclid	Century Complete	Single Family Dwelling	1625		\$90,935.00
3/4/2020	40	3/16/2020	WJH LLC	1606 E Euclid	Century Complete	Single Family Dwelling	1417		\$84,942.00
3/4/2020	41	3/16/2020	WJH LLC	1504 E Euclid	Century Complete	Single Family Dwelling	2009		\$98,876.00
3/4/2020	42	3/16/2020	WJH LLC	1502 E Euclid	Century Complete	Single Family Dwelling	1810		\$92,047.00
3/4/2020	43	3/16/2020	WJH LLC	1500 E Euclid	Century Complete	Single Family Dwelling	1417		\$84,942.00
3/4/2020	44	3/16/2020	WJH LLC	602 N 17th	Century Complete	Single Family Dwelling	1417		\$84,942.00
3/4/2020	45	3/16/2020	WJH LLC	600 N 17th	Century Complete	Single Family Dwelling	1602		\$90,542.00
3/20/2020	46	3/23/2020	Scott and Janelle Greene	1512 W Salem	self	Shed			\$2,000.00
3/6/2020	47	3/26/2020	Giovanti Homes	1401 W 14th	Giovanti Homes	Single Family Dwelling	3940		\$401,000.00
3/26/2020	48	3/26/2020	North American MHC LLC	45 Lincoln	Heartland Living	Mobile Home			\$37,080.00
3/26/2020	49	4/2/2020	Stephen Muldrow	400 E 1st	Stephen Muldrow	Single Family Dwelling	2022		\$109,300.00
3/26/2020	50	4/2/2020	Carlson Homes LLC	1107 S O	Carlson Homes	Single Family Dwelling	1675		\$275,000.00
3/26/2020	51	4/2/2020	North American MHC LLC	41 Alfred	Heartland Living	Mobile Home			\$37,679.00
3/26/2020	52	4/2/2020	North American MHC LLC	58 Lincoln	Heartland Living	Mobile Home			\$37,080.00
3/26/2020	53	4/2/2020	North American MHC LLC	11 Leonard	Heartland Living	Mobile Home			\$37,080.00
4/3/2020	54	4/6/2020	GroundBreaker Homes	1001 W Orchard	GroundBreaker Homes	Single Family Dwelling	1751		\$220,000.00
4/3/2020	55	4/6/2020	GroundBreaker Homes	1108 S O	GroundBreaker Homes	Single Family Dwelling	2781		\$210,000.00
10/9/2019	56	4/9/2020	Brew Enterprises (Scooters)	1112 N Jefferson Way	Huff Contracting	Commercial Building	561		\$75,000.00
4/9/2020	57	4/13/2020	Five Seven Enterprises/Eagle Homes	1306 S L	Eagle Homes	Single Family Dwelling	1642		\$322,080.00
4/13/2020	58	4/17/2020	Cody McKasson	1312 E Detroit	Cody McKasson	Deck Overhang			\$1,000.00
3/13/2020	59	4/17/2020	People's Bank	500 E Iowa	Downing	Commerical	5616		\$1,050,000.00
4/17/2020	60	4/20/2020	Orton Homes	1304 S L	Orton Homes	Single Family Dwelling	2244		\$320,000.00
4/23/2020	61	4/27/2020	Dan Corsair	1611 W Iowa	Top Notch Renovations	Deck addition			\$4,050.00
4/27/2020	62	4/29/2020	Chris Bauer	811 N U	Chris Bauer	Deck			\$550.00
4/23/2020	63	4/30/2020	Mark Gaddls	1605 W Detroit	Crosscut Construction Co	Deck			\$6,500.00
4/29/2020	64	4/30/2020	Sam Bedwell	1204 Ann Pkwy	Sam Bedwell	Deck			\$2,500.00
4/29/2020	65	4/30/2020	Shelly Sponner	509 S Freeman	Risetter Construction	Deck			\$5,000.00
4/27/2020	66	5/1/2020	Fisher Decker	403 W 18th Pl	Fisher Decker	Deck			\$1,500.00
5/5/2020	67	5/5/2020	Marice and Dwight Freeman	104 S 4th	Marice and Dwight Freeman	DEMO			\$5,000.00
4/29/2020	68	5/5/2020	Pamela Hodges	805 W 4th	Pamela Hodges	Deck			\$1,100.00
5/5/2020	69	5/6/2020	Jerry's Homes	1709 Clinton	Jerry's Homes	Basement Finish			\$14,500.00
4/15/2020	70	5/7/2020	Bunnell Properties	1003 E Lincoln	Gruringre Construction	Single Family Dwelling	2734		\$336,000.00
4/13/2020	71	5/11/2020	Construction By Cambron	1602 S K	Construction by Cambron	Commerical Building	2500		\$299,950.00
5/7/2020	72	5/12/2020	Brian Marron	303 N 16th	Brian Marron	Deck			\$12,000.00
5/14/2020	73	5/14/2020	James Oakes	607 W 1st	James Oakes	Deck			\$1,500.00



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2020 Building Permit Report

5/6/2020	74	5/14/2020	Tony Hixson	1227 S 3rd St	Self	Fence			
5/14/2020	75	5/19/2020	Darko Blazevic	308 S G	Darko Blazevic	Deck			\$3,000.00
5/18/2020	76	5/20/2020	Kimberly Development	1208 S O	Kimberly Development	Single Family Dwelling	1582		\$310,000.00
5/19/2020	77	5/20/2020	Wade Williams	1206 S O	Cornerstone Construction Services	Single Family Dwelling	1585		\$276,100.00
4/17/2020	78	5/25/2020	Bill Bussanmas	1409 W 6th	Marvin Van Dam	Single Family Dwelling	2400		\$589,000.00
5/21/2020	79	5/27/2020	Joseph and Rhonda Casazza	712 W Ashland	Joseph Casazza	Garage			\$24,500.00
5/21/2020	80	5/27/2020	Todd Koeppan	911 W Boston	Wet Paint Co Inc	Deck			\$2,000.00
5/25/2020	81	5/27/2020	Jerry's Homes	502 N 18th	Jerry's Homes	Single Family Dwelling	1605		\$212,900.00
5/25/2020	82	5/27/2020	Jerry's Homes	504 N 18th	Jerry's Homes	Single Family Dwelling	1297		\$199,900.00
5/27/2020	83	6/1/2020	Will Miller	1200 N E	Will Miller	Deck Expansion			\$834.00
5/27/2020	84	6/1/2020	Greg Rhoulhac	1522 W Salem	Beardmore Construction	Deck Expansion			\$2,000.00
5/28/2020	85	6/1/2020	Chris and Darla Freshly	1219 S 4th	Pro1 Construction LLC	Deck remodel			\$4,000.00
6/4/2020	86	6/4/2020	Maranda and Doug Greenwalt	1506 W Kentucky	John Peters	Deck			\$1,200.00
6/10/2020	87	6/10/2020	Dustin Ostrander	1107 E Henderson	Dustin Ostrander	Deck			\$4,000.00
6/10/2020	88	6/10/2020	Mike Greubel	202 1/2 N Kenwood	Mike Greubel	Garage			\$35,000.00
6/11/2020	89	6/11/2020	Jeremy King	709 W 2nd	Jeremy King	Deck			\$500.00
6/10/2020	90	6/11/2020	Craig Rodgers	1509 W Kentucky	Midwest Builders	Deck			\$25,000.00
5/20/2020	91	6/15/2020	Chad Amos	1200 S O	Chad Amos	Single Family Dwelling	3569		\$560,000.00
6/17/2020	92	6/17/2020	Melinda Leggins	410 W Lincoln	Brock Leggins	Deck			\$7,349.00
6/11/2020	93	6/17/2020	Michelle Lynn Chaplin	1406 Jackson Cir	Michelle Chaplin	Deck			\$12,963.00
6/11/2020	94	6/17/2020	Maryellen Andersen	808 W Iowa	Maryellen Andersen	Deck			\$750.00
6/11/2020	95	6/17/2020	Shelby Benge	609 N O	Rupiper Construction	Deck			\$2,000.00
6/17/2020	96	6/22/2020	Joe Switzer	509 S D	Kimball Construction	Basement finish			\$11,000.00
6/18/2020	97	6/22/2020	Savannah Homes	695 N N	Savannah Homes	Single Family Dwelling	1292		\$221,900.00
6/18/2020	98	6/22/2020	Savannah Homes	635 N N	Savannah Homes	Single Family Dwelling	1290		\$215,900.00
6/18/2020	99	6/22/2020	Savannah Homes	702 N Kenwood	Savannah Homes	Single Family Dwelling	1219		\$209,900.00
6/22/2020	100	6/24/2020	Denise Parsons	1801 Apple Lane	Midwest Builders	Deck			\$3,500.00
7/1/2020	101	7/1/2020	Mike Christensen	1600 W 3rd	Morton Buildings	Garage (detached)			\$22,000.00
6/10/2020	102	7/6/2020	Dan Flaherty	603 Scott Felton	Dan Flaherty	Garage			\$6,500.00
7/6/2020	103	7/6/2020	Haille Bettuo	104 S P	Haille Bettuo/Brandon Goodell	Deck			\$2,500.00
7/9/2020	104	7/9/2020	Jeremiah Kruckenberg	704 N O	Jeremiah Kruckenberg	Deck			\$3,600.00
7/6/2020	105	7/13/2020	Mauricio Aguilera	1005 Ann Pkwy	Jake Dorland	Deck			\$5,150.00
5/27/2020	106	7/15/2020	David and Natasha Cooper	1321 S Jefferson Way	Denny Clayton	Garage			\$28,560.00
7/8/2020	107	7/15/2020	Marc Black	106 W Orchard	Remodeling Contractors	Kitchen Remodel			\$86,950.00
6/29/2020	108	7/21/2020	Tony May	1607 W Girard	Blum Group	Single Family Dwelling	1700		\$275,000.00
7/15/2020	109	7/21/2020	Autumn Ridge Development	1203 N O	Autumn Ridge Development	Single Family Dwelling	1809		\$200,000.00
7/15/2020	110	7/21/2020	Autumn Ridge Development	1210 N N Ct	Autumn Ridge Development	Single Family Dwelling	1932		\$220,000.00



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2020 Building Permit Report

7/15/2020	111	7/21/2020	Autumn Ridge Development	1506 W Lincoln Pl	Autumn Ridge Development	Single Family Dwelling	2285		\$220,000.00
7/15/2020	112	7/21/2020	Autumn Ridge Development	1508 W Lincoln Pl	Autumn Ridge Development	Single Family Dwelling	1600		\$200,000.00
7/15/2020	113	7/21/2020	Autumn Ridge Development	1510 W Lincoln Pl	Autumn Ridge Development	Single Family Dwelling	1738		\$200,000.00
7/2/2020	114	7/22/2020	Scott Creators	609 N N	Scott Creators	Deck			\$1,483.00
7/23/2020	115	7/23/2020	Michael Hofer	400 S 8th Ct Unit 40	Confident Contracting	Basement			\$10,000.00
7/23/2020	116	7/24/2020	Joshua/Kelli Soesbe	1307 N 7th	Kimball Construction	Deck			\$1,500.00
7/22/2020	117	7/24/2020	Savannah Homes	1109 N 7th	Savannah Homes	Single Family Dwelling	1417		\$225,000.00
7/27/2020	118	7/27/2020	Doering Properties	901 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/27/2020	119	7/27/2020	Doering Properties	903 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/27/2020	120	7/27/2020	Doering Properties	905 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/27/2020	121	7/27/2020	Doering Properties	907 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/23/2020	122	7/28/2020	Destiny Bible Church	1508 N Jefferson Way	One Site Development	DEMO			
07/28/2020	123	7/28/2020	Joe Gezel	500 W Clinton	John Peters	Deck			\$5,000.00
7/23/2020	124	7/30/2020	Rob Miller	1302 S O	Midwest Builderss	Roof and Deck			\$10,000.00
8/18/2020	125	8/18/2020	Doug Meyer	906 S Jefferson	Doug Meyer	Deck			\$7,500.00
8/20/2020	126	8/20/2020	Brock Banks	1012 S R	Brock Banks	Deck			\$7,000.00
8/20/2020	127	8/20/2020	Tyler Christowski	1203 N 9th	Crosscut Custom Carpentry	Deck			\$7,500.00
07/30/202		IR	Ground Breaker Homes	817 Trail Ridge	Ground Breaker Homes	Duplex	1669		\$210,000.00
7/30/2020		IR	Ground Breaker Homes	819 Trail Ridge	Ground Breaker Homes	Duplex	2698		\$230,000.00
7/30/2020		IR	Ground Breaker Homes	821 Trail Ridge	Ground Breaker Homes	Duplex	1669		\$200,000.00
7/30/2020		IR	Ground Breaker Homes	823 Trail Ridge	Ground Breaker Homes	Duplex	2585		\$215,000.00
7/30/2020		IR	Ground Breaker Homes	825 Trail Ridge	Ground Breaker Homes	Duplex	2295		\$215,000.00
7/30/2020		IR	Ground Breaker Homes	827 Trail Ridge	Broun Breaker Homes	Duplex	2541		\$230,000.00
7/30/2020		IR	Jennifer Harmison	814 W Clinton	Jennifer Harmison	Carport			\$2,000.00
8/5/2020		IR	Michael Smothers	807 N B	Michael Smothers	Mudroom			\$6,500.00
8/6/2020		IR	Josh Crouse	104 E 4th	Josh Crouse	Garage			\$4,000.00
8/7/2020		IR	Savannah Homes	1103 N 7th	Savannah Homes	Single Family Dwelling	1401		TBD
8/7/2020		IR	Savannah Homes	1105 N 7th	Savannah Homes	Single Family Dwelling	1443		TBD
8/12/2020		IR	Savannah Homes	1107 N 7th	Savannah Homes	Single Family Dwelling	1443		TBD
8/18/2020		IR	Blake Roush	1405 W 14th	Blake Roush	Utility Shed			\$10,000.00
8/19/2020		IR	Orton Homes	808 W Orchard	Orton Homes	Single Family Dwelling	2872		\$430,000.00
8/19/2020		IR	Strahan Construction	1503 11th Way	Strahan Construction	Single Family Dwelling	3546		\$540,000.00
8/20/2020		IR	One Site Development	1508 N Jefferson Way	One Site Development	Commerical Building	9997		\$430,000.00



COMMUNITY DEVELOPMENT

To: Ryan J. Waller, City Manager
From: Charlie E. Dissell, AICP, Community and Economic Development Director
Date: August 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. Of the 15 projects listed, four (4) are awaiting a submittal from the developer, four (4) are in review, six (6) have been approved and are in construction, and one (1) was recently completed. All dates are 2020, unless noted otherwise.

1. Dollar Tree (1508 North Jefferson Way)

STATUS: Review

- Site plan submitted on June 25.
- Variance to parking requirements approved on July 1.
- Site plan approved on July 23.
- Demo permit for existing building applied for on July 23.
- Demo permit issued on July 28.
- Building permit for new building submitted on August 20.

2. Williams Terrace (1600 Block of North 9th Street)

STATUS: Awaiting Submittal

- Developer hosted a neighborhood meeting on March 9.
- Rezoning petition received on April 6.
- The Planning and Zoning Commission reviewed the rezoning request at its April 21 meeting, and recommended approval to the Council.
- The City Council approved the rezoning request on July 6.

3. People Bank Administration Building (500 East Iowa Avenue)

STATUS: Construction

- Site plan and building permit submitted on March 13.
- Site plan approved on April 17.
- Building permit issued on April 17.
- Site work has begun.

4. Peterson Annexation (south of Inwood Street, west of 110th Avenue (North Y Street) and east of County Highway R-63)

STATUS: Awaiting Submittal

- Application for annexation was received on February 25.
- At its meeting on March 25, the City Council forwarded this applicant to the Board of Trustees and Planning and Zoning Commission for its review.

- The Board of Trustees reviewed the request at its April 14 meeting.
- The Planning and Zoning Commission reviewed the request at its April 21 meeting and recommended approval of the request.
- The City Council approved the annexation on June 1.
- The City Council approved an ordinance establishing a zoning district on August 3.

5. Apple Tree Inn (1215 North Jefferson Way)

STATUS: Construction

- Building permit application for interior remodel submitted on January 10.
- Building Permit issued on February 12.

6. Cabin Coffee (910 East 2nd Avenue)

STATUS: Awaiting Submittal

- Sale of D&D lot and development agreement was approved by Council on October 21, 2019.
- Staff hosted a preapplication meeting with the developers on October 22, 2019.
- Developer closed on the property on November 22, 2019.
- On March 16, developer notified City that, due to the COVID 19 pandemic, this project is being suspended until further notice.
- On April 23, the developer requested a 90-day extension to the approved development agreement.
- Council approved the extension at its May 18 meeting.
- Conceptual site plan submitted for review on July 17.

7. Scooters Coffee (1112 North Jefferson Way)

STATUS: Construction

- Site plan and building permit were submitted on October 9, 2019.
- Site plan approved on March 11.
- Building Permit issued on April 9.
- Site work has begun.

8. Crow's Nest Campground (Northwest Corner of South Jefferson Way and East 17th Avenue)

STATUS: Review

- Staff held a preapplication meeting on a proposed campground on October 3, 2019.
- A rezoning petition was submitted on October 25, 2019 for a proposed campground
- The Planning and Zoning Commission recommended the rezoning for approval at its November 12, 2019 meeting.
- The City Council approved the request at its January 21 meeting.
- A plat of survey to split ground for the campground was submitted on April 1.
- A rezoning petition was submitted on April 3 for additional ground for the campground.
- The Planning and Zoning Commission reviewed the Plat of Survey and rezoning at its April 21 meeting and recommended approval of both to the City Council.
- The City Council approved the plat of survey at its May 4 meeting.
- The City Council approved the rezoning on June 1.
- Site plan submitted on May 18.
- Site plan comments returned on June 8.
- Revised site plan submitted on June 30.

- Alternative site plan and sidewalk waiver approved by the City Council on July 20.
- Revised site plan comments returned on July 21.
- Revised site plan submitted on July 28.
- Revised site plan comments returned on August 10.
- Revised site plan submitted on August 18.

9. Missouri Valley JATC Training Facility (1600 East Iowa Avenue)

STATUS: Construction

- Site Plan for this project was submitted on April 3, 2019 to the City and comments were returned on April 22, 2019.
- Site Plan was approved on June 11, 2019.
- Building permit application was submitted on June 14, 2019.
- Full building permit issued on November 13, 2019.
- Site work has begun.

10. New Heights Church (309 East Hillcrest Avenue)

STATUS: Awaiting Submittal

- The project engineer contacted the City on February 7, 2019 to clarify plan review comments.
- Updated site plan was received on March 7, 2019.
- Site plan approved on May 18.

11. Ashton Park Plat 7

STATUS: Review

- Located east of the intersections of East Euclid Avenue and North 18th Street and East Boston Avenue and North 18th Street
- Preliminary plat submitted on April 27.
- The Planning and Zoning Commission recommended approval of the preliminary plat at its May 12 meeting.
- City Council approved the preliminary plat at its May 18 meeting.
- Revised preliminary plat submitted on July 6.
- Construction documents submitted on July 21.
- Comments on construction documents returned on August 3rd.

12. Summercrest

STATUS: Review

- Located north of the intersection of North 7th Street and East Hillcrest Avenue.
- Rezoning/PRD plan and preliminary plat received on April 3.
- Rezoning/PRD plan was reviewed by the Planning and Zoning Commission at its April 21 meeting and was recommended approval, with conditions, to the Council.
- The Planning and Zoning Commission recommended approval of the preliminary plat at its May 12 meeting.
- The City Council approved the Rezoning/PRD plan on July 6.
- The City Council approved the preliminary plat on July 6.
- Construction documents submitted on August 7.
- Comments on construction documents returned on August 19.

13. Treeline Plat 1

STATUS: Construction

- Located north of East Iowa Avenue and south of North 7th Court
- Preliminary Plat and Construction Plans submitted on March 16.
- Preliminary Plat was reviewed by Planning and Zoning Commission at its April 21 meeting and was recommended for approval to the Council.
- The City Council approved the preliminary plat at its May 4 meeting.
- Site work has begun.
- Staff conducted an inspection of the site improvements on August 20.

14. Quail Meadows Plat 3

STATUS: Construction

- Located north of North 8th Street and East Trail Ridge Place.
- A rezoning application was submitted on July 1, 2019 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, 2019 meeting.
- The City Council approved the rezoning at its October 21, 2019 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 is to have the new lift station completion by fall of 2020.
- The developer submitted a preliminary plat to the City on September 24, 2019.
- Preliminary plat recommended for approval by Planning and Zoning Commission on November 12, 2019.
- City Council approved the preliminary plat at its November 18, 2019 meeting.
- Construction plans were submitted on December 2, 2019.
- Construction plans approved on March 13.
- Final plat submitted on July 26.
- The Planning and Zoning Commission recommended the final plat for approval, with conditions, on July 14.

15. Prairie Glynn Plat 2

STATUS: Completed

- Located east of East Franklin Avenue and North 15th Street.
- A revised preliminary and final plat were submitted on June 5, 2019. The Planning and Zoning Commission reviewed the preliminary plat at its July 9, 2019 meeting, and the Council approved the preliminary plat at its July 15, 2019 meeting.
- Final Plat submitted on April 2.
- The Planning and Zoning Commission recommended approval of the final plat at its June 9 meeting.
- Staff inspected the public improvements and the punchlist was completed on August 13.
- The City Council approved the final plat of August 17.



Community Development

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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: 69-2020	7/23/2020	Tall grass and weeds	707 E Salem	7/23/2020	7/23/2020	Left Door Hanger. Sent Letter 7/27/2020. Schedule Abatement	8/20/2020	
Open	CE: 72-2020	7/31/2020	Junk and Junk vehicles and debris throughout property	401 West 1st Avenue	7/31/2020	7/31/2020	Sent letter 7/31/2020. August 7th for compliance. Vehicle in rear yard will be gone by Monday August 24th.	8/24/2020	
Open	CE: 74-2020	8/10/2020	Tall grass and weeds	2100 West Euclid	8/12/2020	8/13/2020	Sent letter. August 27th for compliance	8/27/2020	
Open	CE: 75-2020	8/10/2020	Tall grass and weeds	1006 E Euclid	8/12/2020	8/13/2020	Sent letter. August 27th for compliance	8/27/2020	
Open	CE: 61-2020	7/9/2020	Junk debris throughout property	208 South D Street	7/9/2020	7/10/2020	Sent letter 7/10/2020 allowing two weeks for abatement. Will contact Roy about abating.	8/31/2020	
Open	CE: 08-2020	1/9/2020	Sign missing panels	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. Spoke with Deb on Tuesday (4-7) about the status of the sign. She said they got a quote of \$18,000.00 for the new sign, which the landlord is a little hesitant to spend that much money with everything going on right now but will when things calm down. I granted additional time and told her I would follow up the first week in June. Waiting on a call back from Deb. Spoke with Deb today 7/9/2020. She is working on final design with Chestnut Signs and should have new sign completed and installed within the next 6-8 weeks.	9/3/2020	
Open	CE: 76-2020	8/10/2020	Structure fire. Dangerous and abandoned building.	411 West 1st Avenue	8/10/2020	8/10/2020	Sent letter. September 20th for demolition/compliance	9/20/2020	
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. Spoke with Larry today 4/16/2020. 4 vehicles have been removed and they continue to make progress on junk/debris removal. He informed me that he may not have everything completed by April 30th and may need to ask for an extension. Still gradually making progress. Asked for extension to June 19th. Extension granted, however this is the final extension before municipal infraction. Moving forward with Municipal Infraction	TBD	
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. No progress has been made. Bid for abatement or move forward with Municipal Infraction. Moving forward with Municipal Infraction. Owner called and said he will take care of everything noted on the dangerous building letter by next weekend. Owner called and asked for an extension to complete gutters and paint. Still moving forward with court date and infraction to insure that work will be completed.	TBD	
Open	CE: 17-2020	3/3/2020	Abandoned, unsafe & dangerous building	1009 E Salem		3/4/2020	Sent letter of Unsafe/Dangerous Building on 3/4/2020. Has until April 3rd to secure building permit and June 2nd to complete the work. No permit pulled for demolition. Moving forward with Municipal Infraction.	TBD	
Open	CE: 51-2020	6/16/2020	Defective Sidewalk	1209 E 2nd Ave	6/16/2020	6/18/2020	Sent Letter 6/18/2020 giving until 7/31/2020 for compliance. Having a hard time finding concrete contractor to complete the work. Follow up TBD	TBD	
Open	CE: 57-2020	7/6/2020	Vehicles without current registration	1105 E Salem	7/7/2020	N/A	Will get in touch with property owner and ask them to provide proof of current licensure for mini van and camper. Will close case upon confirmation.	TBD	
Open	CE: 65-2020	7/14/2020	Tall grass, weeds, overgrown shrubs and bushes	114 North Howard Street. Parcel ID: 48020120030	7/14/2020	7/15/2020	Sent letter 7/15/2020 allowing one week for abatement. Abate	TBD	
Open	CE: 70-2020	7/23/2020	Junk and junk debris throughout property	500 E 1st Avenue	7/23/2020	7/23/2020	Left door hanger 7/23/2020. Sent letter 7/27/2020. Has until August 3rd, 2020. Set up abatement.	TBD	
Open	CE: 78-2020	8/20/2020	Junk Vehicle?	207 North 3rd	8/20/2020	8/20/2020	Left door hanger. Waiting for phone call to confirm if vehicle runs and has current registration.	TBD	



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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. Trying to make contact with owner before moving forward with a municipal infraction. Spoke with Diane and she will have her contractor get in touch with me beginning of next week. Still have not heard from contractor. If no update is received by 5/4/2020, then we will move forward with municipal infraction. Moving forward with Municipal Infraction. Spoke with owner and she informed me that everything noted on the dangerous building letter will be completed by July 29th (Court Date). Still moving forward with court date and infraction to insure that work will be completed. Inspected exterior portion of house. Still have several repairs to be made.	TBD	
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. Owner continues to make progress.	TBD	
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. Owner continues to make progress on west side of structure. Will send letter to property owner stating requirements for completion of next phase. Moving forward with Municipal Infraction. Municipal Infraction issued.	TBD	
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.	TBD	
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. Will check regularly. House is up for sale by Berkshire Hathaway. Moving forward with Municipal Infraction. House is almost completely remodeled on outside. Will close once complete.	TBD	
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. Sent Dangerous & Unsafe Building letter to Raviro Shoniwa, asset prevention coordinator with Mortgage Contracting Services on March 26th, 2020. Raviro contacted me on 4/22/2020 asking for the date upon which the house was to be demolished by. I told her it was to be demolished by the middle of January 2020 and seeing how it hasn't been demolished yet, we will be moving forward with a Municipal Infraction if we don't have something in writing from the mortgage/insurance company within the next 2 weeks showing a timeframe of when it will be demolished. Moving forward with Municipal Infraction. Municipal infraction on hold. Waiting on mortgage company.	TBD	
Closed	CE: 28-2020	5/4/2020	Junk and junk debris throughout property	308 West 1st Avenue	5/4/2020	5/4/2020	Left door Hanger on 5/4/2020. Sent Letter 5/8/2020 allowing 2 weeks for compliance. Trailer onsite full of half the garbage and junk piled up on back side of house. Will continue to monitor progress. Trailer has not moved. Sending one more letter to have trailer gone within two weeks.		8/14/2020
Closed	CE: 73-2020	7/30/2020	Junk and junk debris throughout property	817 North 8th Street	7/31/2020	7/31/2020	Sent letter 7/31/2020. August 24th for compliance		8/14/2020
Closed	CE: 71-2020	7/24/2020	Low hanging tree branches, shrubs/bushes growing over sidewalk	1202 West Euclid Ave	7/24/2020	7/27/2020	Sent letter 7/27/2020. Has until August 10th, 2020.		8/10/2020



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Code Enforcement Tracking Report

Closed	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. Asked for extension until end of May for company to move shed. Grade to steep on North and South side of house. No room in back yard due to thick vegetation and creek. Applied for variance to keep shed where its at. Variance Approved.	8/5/2020
Closed	CE: 56-2020	6/29/2020	Tall grass and weeds	717 West 1st Ave	7/1/2020	7/1/2020	Sent Letter 7/2/2020 with deadline of 7/10/2020. Set up to abate next week.	7/31/2020
Closed	CE: 59-2020	7/9/2020	Junk debris throughout property	209 South H Street	7/9/2020	7/10/2020	Sent letter 7/10/2020 allowing two weeks for abatement. Asked for extension.	7/31/2020
Closed	CE: 60-2020	7/9/2020	Junk debris throughout property	202 South H Street	7/9/2020	7/10/2020	Sent letter 7/10/2020 allowing two weeks for abatement. Asked for extension.	7/31/2020
Closed	CE: 62-2020	7/13/2020	Tall grass and weeds, junk debris scattered throughout property, trash on back deck. Illegal sump discharge.	502 South D Street	7/13/2020	7/13/2020	Sent letter 7/13/2020 allowing one week for abatement. Abate	7/31/2020
Closed	CE: 63-2020	7/13/2020	Junk on the curb without tags	411 West 5th Avenue	7/13/2020	7/13/2020	Sent letter 7/13/2020 allowing one week for abatement. Abate	7/31/2020
Closed	CE: 64-2020	7/13/2020	Tall grass and weeds	110 S Kenwood Blvd	7/13/2020	7/13/2020	Sent letter 7/13/2020 allowing one week for abatement. Abate	7/31/2020
Closed	CE: 66-2020	7/20/2020	Tall grass and weeds	48775011000	7/20/2020	7/20/2020	Sent letter 7/20/2020 allowing one week for abatement. Abate	7/31/2020
Closed	CE: 67-2020	7/20/2020	Tall grass and weeds	48775010180,	7/20/2020	7/20/2020	Sent letter 7/20/2020 allowing one week for abatement. Abate	7/31/2020
Closed	CE: 68-2020	7/20/2020	Tall grass and weeds	48775010130	7/20/2020	7/20/2020	Sent letter 7/20/2020 allowing one week for abatement. Abate	7/31/2020
Closed	CE: 48-2020	6/3/2020	Race car	1106 West 1st Ave	6/4/2020	6/4/2020	Sent Letter 6/5/2020 giving until 6/19/2020 for compliance. Both cars covered.	7/28/2020
Closed	CE: 19-2020	3/24/2020	Junk/Junk Vehicles and dead potentially dangerous trees in back yard	501 S G St	3/24/2020	4/9/2020	Upon inspection, there is junk in the rear yard that needs to be abated. Will send notice. Sent letter 4/17/2020. Established deadline of July 17th, 2020 (90 days) for compliance due to the amount of junk in back yard. Some of the junk has been removed but still has a ways to go. The dead/dangerous trees have not been cut down and removed yet. Contacting an arborist to schedule abatement sometime next week. Will update when abatement date has been set. Abatement set up for Tuesday/Wednesday 21st/22nd next week. Due to the rain and needing to access the tree through the neighbors property, abatement has been postponed until it is dry enough to drive equipment through neighbors yard. Tree has been removed.	7/24/2020
Closed	CE: 50-2020	6/8/2020	Bee Keeping	1208 North 7th Court	6/8/2020	6/10/2020	Sent Letter 6/10/2020 giving until 6/19/2020 for compliance. Will check with neighbor to see if bee's have been removed. Have not heard any additional complaints. Will get in touch with complainant to see if bee's have been relocated. Left voicemail with tennant asking if bee's have been removed. Waiting for a call back. Never heard back from tennant. Closing case.	7/17/2020
Closed	CE: 58-2020	7/9/2020	Junk at curb	123 North Y Street	7/9/2020	7/10/2020	Sent letter 7/10/2020 allowing one week for abatement.	7/17/2020
Closed	CE: 20-2020	4/8/2020	Chickens	1106 North 9th	4/8/2020	4/8/2020	Spoke with Crystal on 4/9/2020 and established 30 day deadline (May 9th, 2020) for compliance. Without any complaints, I cannot confirm the chickens are still present but will keep the case open for now.	7/16/2020
Closed	CE: 55-2020	6/22/2020	Shrubs covering sidewalk	314 North 9th	6/23/2020	6/23/2020	Left door hanger 6/23/2020. Have not heard from property owner. Will send letter out with a deadline of 7/9/2020	7/6/2020

2019-July Permit Totals				2020-July Permit Totals				2019 - To Date Building Permit Totals				2020 - To Date Building Permit Totals			
City	SF	TH	MF	City	SF	TH	MF	City	SF	TH	MF	City	SF	TH	MF
Adel	3			Adel	6			Adel	11	0	0	Adel	21	0	0
Altoona	16			Altoona	21		80	Altoona	90	2	80	Altoona	95	0	124
Ames	1		60	Ames	6			Ames	32	0	139	Ames	35	0	8
Ankeny	33	20		Ankeny	95	23		Ankeny	301	88	50	Ankeny	403	192	0
Bondurant	5			Bondurant	11		28	Bondurant	41	0	0	Bondurant	78	8	58
Carlisle				Carlisle	7			Carlisle				Carlisle	16		
Clive	6			Clive	11			Clive	66	0	0	Clive	65	4	0
Des Moines	31	14		Des Moines	16			Des Moines	106	70	85	Des Moines	84	3	77
Grimes	15		24	Grimes	21			Grimes	70	4	126	Grimes	82	18	0
Indianola	4			Indianola	7	4		Indianola	35	8	0	Indianola	44	4	0
Johnston	5			Johnston	7			Johnston	28	0	0	Johnston	31	0	0
Newton				Newton	1			Newton	5	0	0	Newton	5	0	0
Norwalk	14	14		Norwalk	25	4		Norwalk	94	54	0	Norwalk	117	20	48
Pella	6			Pella	14			Pella	10	0	0	Pella	23	0	0
Pleasant Hill	7			Pleasant Hill	33	92		Pleasant Hill	50	0	0	Pleasant Hill	53	100	0
Polk City	4			Polk City				Polk City	60	0	0	Polk City	31	0	0
Polk County	12			Polk County	11			Polk County	60	0	0	Polk County	69	0	0
Urbandale	16			Urbandale	16			Urbandale	102	0	0	Urbandale	122	0	0
Waukee	14	26		Waukee	43	31		Waukee	113	32	0	Waukee	219	43	0
WDM	18		89	WDM	35	9		WDM	77	46	161	WDM	144	82	94
TOTAL	210	74	173	TOTAL	386	163	108	TOTAL	1351	304	641	TOTAL	1737	474	409

457

657

2296

2620

**September 8, 2020
Draft Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Resolution approving contract for pool steps and slide repair
- Resolution approving quote for Wellness Center exterior crack repairs
- Second consideration of an Ordinance amending zoning regulations to Chapter 165, regarding preschools, schools and churches.
- Second consideration for various amendments, including zoning regulation amendments to Chapter 165, regarding fees.
- Third consideration of an ordinance amending the city code of the City of Indianola, Iowa to repeal the three-hour parking regulations in and around the public Square and add language related to construction parking.
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to standard penalty
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to tobacco use
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to animal control
- Hearing and determination of a vicious animal
- Public Hearing on CDBG funding for the Indianola Ultraviolet Disinfectant Device Acquisition Project
- Public Hearing on CDBG funding for the Indianola Meals Project
- Resolution to approve change order for the 2019 Drainage Improvements Project.
- Resolution for Reimbursement of COVID-19 Expenses Incurred from March 1 to July 31.
- Resolution approving a letter of support for the proposed Carlisle Trail Connection.
- First consideration of an Ordinance amending Chapter 160 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Fire Code.
- Resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund
- Resolution accepting a sanitary sewer and drainage easement agreement at 1508 North Jefferson Way
- Resolution approving and accepting a development agreement relating to the development of Crow's Nest RV Park
- East Iowa Avenue Paving project Resolutions
- Resolution approving the FY20 Indianola Street Finance Report
- Resolution approving agreement with Snyder and Associates
- Annual update from the CEO of the YMCA of Greater Des Moines
- Closed Sessions

**September 21, 2020
Draft Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Treasurer's Report
- Resolution approving monthly transfers
- Resolution to approve FY2020 Street Finance Report
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to standard penalty
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to tobacco use
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to animal control
- Third consideration of an Ordinance amending zoning regulations to Chapter 165, regarding preschools, schools and churches.
- Third consideration for various amendments, including zoning regulation amendments to Chapter 165, regarding fees.
- Resolution for Reimbursement of COVID-19 Expenses Incurred from August 1 to September 30
- Presentation on Buxton Park Pavilion concept.

Study Session Draft Agenda

Jackie Raffety

From: Ryan Waller
Sent: Friday, August 28, 2020 11:32 AM
To: Ryan Waller
Subject: Waller's Weekly 8.28.2020
Attachments: Code Enforcement-August 28.pdf; Curent Projects Update- Aug 28.pdf; 2020 Permits-Aug 28.pdf; Sept 8 draft agenda.pdf; Sept 21 Draft Agenda.pdf

Happy Friday!

Below and attached are the items that make up this week's update. Please let me know if there are any questions regarding these or any other city-related matters. Thank you for reading.

Have a great weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

City-wide Clean-up – A friendly reminder that the rescheduled city-wide clean-up service begins Monday, August 31st. Additional information may be found on the City's website [here](#). The City greatly appreciates the community's patience and understanding while we worked with Waste Management to reschedule this service.

Iowa Great Place - Those of us who live, work and play here knew this already, but Indianola has been named an "Iowa Great Place" by the Iowa Department of Cultural Affairs. This designation will allow us to take our implementation of impactful community projects to the next level. A copy of the press release may be found [here](#). Preliminary discussions on an upcoming grant application have already begun and will be coming before the City Council at an upcoming meeting. Thank you to all who helped make this a reality!

Equity Challenge – The United Way of Central Iowa is coordinating an initiative meant to foster a deeper understanding of how inequity and racism affect our lives and community. This initiative, which is referred to as the 21-Day Equity Challenge, will run from October 5th through November 2nd. During this timeframe, the City team will be joining many of our Metro community peers, Simpson College and countless other organizations throughout Central Iowa

in supporting this important initiative. Participation is free. Additional information may be found at www.EquityChallenge.org.

Indianola Eats Program - As previously reported, the City, Helping Hand, the Indianola Chamber and Central Iowa Shelter Services have partnered together to not only support restaurants impacted by the COVID-19 pandemic, but also assist members of our community who are in need of warm meals. Since the start of this grant program on August 10th, over 1,000 meals have been distributed. The next scheduled time is August 31st (there will be no scheduled event on Labor Day). Thank you to the volunteers who have helped serve the meals. This program is funded by a \$62,700 grant.

Brush Facility - Please remember to bring a valid ID showing your Indianola address when visiting the Brush Facility. As reported in last week's update, this new measure is being implemented in response to concerns with non-residents utilizing the City Brush Facility. Thank you for your cooperation and understanding.

Local Option Sales Tax (LOST) Estimate – The City received the Local Option Sales Tax estimated monthly distributions from the Iowa Department of Revenue. The total estimated LOST for Fiscal Year 2021 is a little more than \$1.6 million. A reconciliation will take place in November so this total amount may change. It is important to note that this projection is significantly higher than initial estimates provided by the State at the onset of the COVID-19 pandemic (estimated at ~\$1 million), as well as the pre-COVID budgeted amount of \$1.2 million. The LOST collected is used to fund the construction of the City's new Water Resource Recovery Facility and helps keep sewer rates lower.

Traffic Signal Repair - The intersection of 2nd Avenue and Jefferson Way was temporarily operating with stop signs after the signal controller was damaged by a multi-vehicle accident. The replacement traffic signal controller has been installed and the traffic signal for this major intersection is operational.

West Salem Avenue Pavement Repairs - This week, Streets Division Staff repaired failed pavement sections on W. Salem Avenue, between M and P Streets. These repairs required more than five days and 102 hours of labor to repair 1,615 square feet of pavement (41 cubic yards of concrete).

Apple Drive Pavement Repairs - This week, Streets Division Staff repaired failed pavement sections on Apple Drive, in the vicinity of Phillip Place. These repairs required more than three days and 81 hours of labor to repair 1,050 square feet of pavement (27 cubic yards of concrete).

Square Streetscape – An update meeting regarding the Square Streetscape project has been scheduled with Square businesses. The meeting is being hosted by the Indianola Chamber of Commerce and is scheduled for Thursday, September 10th.

Census – Indianola’s Census response rate is currently at 72.6% and continues to outpace response rates for the Nation and the State. For those who have not yet responded, please be aware that census takers have started to visit neighborhoods. All census takers have completed health and safety training related to COVID-19 and will wear masks and follow local public health guidelines when they visit. If someone visits your home to collect information for the 2020 Census, please be sure to ask for them to show their ID badge that will include their photograph, a U.S. Department of Commerce watermark, and an expiration date. If you respond online (<https://2020census.gov/en/ways-to-respond/responding-online.html>) or by phone (844-330-2020), a census taker is less likely to have to visit your home to collect your response.

Community Development Reports – Attached are the following reports provided by the Community Development Department:

- **Current Projects Update** – A building permit for Dollar Tree was issued, as was the certificate of occupancy for Scooters. A site plan for Cabin Coffee was also submitted. Of the 15 projects listed, three are awaiting a submittal from the Developer, four are in review, six have been approved and are in construction, and two were recently completed.
- **2020 Building Permits** – Three building permit applications were submitted and nine building permits were issued. Of the nine issued, seven were for new residential dwellings and one was for a new commercial business. There are currently 11 building permit applications in review and 137 building permits that have been issued to date.
- **Code Enforcement** – Two code enforcement cases were opened and three closed. There are currently 19 open code enforcement cases (80 cases have been opened for the year).

City Council Anticipated Agendas - Attached, please find documents containing anticipated agenda items for the September 8th and September 21st upcoming meetings. These are working drafts. Agendas are published on the City’s website the Thursday prior to a scheduled City Council meeting.



Community Development

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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: 61-2020	7/9/2020	Junk debris throughout property	208 South D Street	7/9/2020	7/10/2020	Sent letter 7/10/2020 allowing two weeks for abatement. Will contact Roy about abating.	8/31/2020	
Open	CE: 80-2020	8/25/2020	Junk vehicle in driveway	1602 Franklin Avenue	8/25/2020	8/25/2020	Has until September 1st, 2020 to remove vehicle	9/1/2020	
Open	CE: 08-2020	1/9/2020	Sign missing panels	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. Spoke with Deb on Tuesday (4-7) about the status of the sign. She said they got a quote of \$18,000.00 for the new sign, which the landlord is a little hesitant to spend that much money with everything going on right now but will when things calm down. I granted additional time and told her I would follow up the first week in June. Waiting on a call back from Deb. Spoke with Deb today 7/9/2020. She is working on final design with Chestnut Signs and should have new sign completed and installed within the next 6-8 weeks.	9/3/2020	
Open	CE: 79-2020	8/25/2020	Vehicles parked in front yard and other junk debris piled up in front and side of house.	505 West 2nd Avenue	8/25/2020	8/25/2020	Junk and junk vehicles in driveway and yard. This is the second time this property has been in violation of city ordinance in the past 4 months. Removed one vehicle from the previous ordinance violation. Sent letter on August 25th, 2020 giving until September 10th 2020	9/10/2020	
Open	CE: 76-2020	8/10/2020	Structure fire. Dangerous and abandoned building.	411 West 1st Avenue	8/10/2020	8/10/2020	Sent letter. September 20th for demolition/compliance	9/20/2020	
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. Spoke with Larry today 4/16/2020. 4 vehicles have been removed and they continue to make progress on junk/debris removal. He informed me that he may not have everything completed by April 30th and may need to ask for an extension. Still gradually making progress. Asked for extension to June 19th. Extension granted, however this is the final extension before municipal infraction. Moving forward with Municipal Infraction	TBD	
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. No progress has been made. Bid for abatement or move forward with Municipal Infraction. Moving forward with Municipal Infraction. Owner called and said he will take care of everything noted on the dangerous building letter by next weekend. Owner called and asked for an extension until Labor day to complete gutters and paint. Still moving forward with court date and infraction to insure that work will be completed.	TBD	
Open	CE: 17-2020	3/3/2020	Abandoned, unsafe & dangerous building	1009 E Salem		3/4/2020	Sent letter of Unsafe/Dangerous Building on 3/4/2020. Has until April 3rd to secure building permit and June 2nd to complete the work. No permit pulled for demolition. Moving forward with Municipal Infraction.	TBD	
Open	CE: 51-2020	6/16/2020	Defective Sidewalk	1209 E 2nd Ave	6/16/2020	6/18/2020	Sent Letter 6/18/2020 giving until 7/31/2020 for compliance. Having a hard time finding concrete contractor to complete the work. Follow up TBD	TBD	
Open	CE: 57-2020	7/6/2020	Vehicles without current registration	1105 E Salem	7/7/2020	N/A	Will get in touch with property owner and ask them to provide proof of current licensure for mini van and camper. Will close case upon confirmation.	TBD	
Open	CE: 65-2020	7/14/2020	Tall grass, weeds, overgrown shrubs and bushes	114 North Howard Street. Parcel ID: 48020120030	7/14/2020	7/15/2020	Sent letter 7/15/2020 allowing one week for abatement.	TBD	
Open	CE: 70-2020	7/23/2020	Junk and junk debris throughout property	500 E 1st Avenue	7/23/2020	7/23/2020	Left door hanger 7/23/2020. Sent letter 7/27/2020. Has until August 3rd, 2020. Set up abatement for removal of fridge and other miscellaneous debris on property.	TBD	
Open	CE: 78-2020	8/20/2020	Junk Vehicle?	207 North 3rd	8/20/2020	8/20/2020	Left door hanger. Waiting for phone call to confirm if vehicle runs and has current registration. Sent letter 8/28/2020. Has 7 days to remove vehicle.	TBD	



Community Development

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Code Enforcement Tracking Report

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. Owner continues to make progress.	TBD	
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. Owner continues to make progress on west side of structure. Will send letter to property owner stating requirements for completion of next phase. Moving forward with Municipal Infraction.	TBD	
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.	TBD	
Open			Unsafe Building	407 West 1st Ave	#####	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. Sent Dangerous & Unsafe Building letter to Raviro Shoniwa, asset prevention coordinator with Mortgage Contracting Services on March 26th, 2020. Raviro contacted me on 4/22/2020 asking for the date upon which the house was to be demolished by. I told her it was to be demolished by the middle of January 2020 and seeing how it hasn't been demolished yet, we will be moving forward with a Municipal Infraction if we don't have something in writing from the mortgage/insurance company within the next 2 weeks showing a timeframe of when it will be demolished. Moving forward with Municipal Infraction. Municipal infraction on hold. Waiting on mortgage company.	TBD	
Open	CE: 74-2020	8/10/2020	Tall grass and weeds	2100 West Euclid	8/12/2020	8/13/2020	Sent letter. August 27th for compliance. Abate. Property owner is making progress.		
Open	CE: 75-2020	8/10/2020	Tall grass and weeds	1006 E Euclid	8/12/2020	8/13/2020	Sent letter. August 27th for compliance. Abate		
Closed	CE: 72-2020	7/31/2020	Junk and Junk vehicles and debris throughout property	401 West 1st Avenue	7/31/2020	7/31/2020	Sent letter 7/31/2020. August 7th for compliance. Vehicle in rear yard will be gone by Monday August 24th.		8/25/2020
Closed			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. Will check regularly. House is up for sale by Berkshire Hathaway. Moving forward with Municipal Infraction. House is almost completely remodeled on outside. Will close once complete. Structure now in compliance.		8/27/2020
Closed			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. Trying to make contact with owner before moving forward with a municipal infraction. Spoke with Diane and she will have her contractor get in touch with me beginning of next week. Still have not heard from contractor. If no update is received by 5/4/2020, then we will move forward with municipal infraction. Moving forward with Municipal Infraction. Spoke with owner and she informed me that everything noted on the dangerous building letter will be completed by July 29th (Court Date). Still moving forward with court date and infraction to insure that work will be completed. Inspected exterior portion of house. Still have several repairs to be made. Property is now in compliance.		8/27/2020
Closed	CE: 69-2020	7/23/2020	Tall grass and weeds	707 E Salem	7/23/2020	7/23/2020	Left Door Hanger. Sent Letter 7/27/2020. Schedule Abatement		8/20/2020



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Code Enforcement Tracking Report

Closed	CE: 73-2020	7/30/2020	Junk and junk debris throughout property	817 North 8th Street	7/31/2020	7/31/2020	Sent letter 7/31/2020. August 24th for compliance	8/14/2020
Closed	CE: 71-2020	7/24/2020	Low hanging tree branches, shrubs/bushes growing over sidewalk	1202 West Euclid Ave	7/24/2020	7/27/2020	Sent letter 7/27/2020. Has until August 10th, 2020.	8/10/2020
Closed	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. Asked for extension until end of May for company to move shed. Grade to steep on North and South side of house. No room in back yard due to thick vegetation and creek. Applied for variance to keep shed where its at. Variance Approved.	8/5/2020



COMMUNITY DEVELOPMENT

To: Ryan J. Waller, City Manager
From: Charlie E. Dissell, AICP, Community and Economic Development Director
Date: August 28, 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. Of the 15 projects listed, three (3) are awaiting a submittal from the developer, four (4) are in review, six (6) have been approved and are in construction, and two (2) were recently completed. All dates are 2020, unless noted otherwise.

1. Dollar Tree (1508 North Jefferson Way)

STATUS: Construction

- Site plan submitted on June 25.
- Variance to parking requirements approved on July 1.
- Site plan approved on July 23.
- Demo permit for existing building applied for on July 23.
- Demo permit issued on July 28.
- Building permit issued on August 26.

2. Williams Terrace (1600 Block of North 9th Street)

STATUS: Awaiting Submittal

- Developer hosted a neighborhood meeting on March 9.
- Rezoning petition received on April 6.
- The Planning and Zoning Commission reviewed the rezoning request at its April 21 meeting, and recommended approval to the Council.
- The City Council approved the rezoning request on July 6.

3. People Bank Administration Building (500 East Iowa Avenue)

STATUS: Construction

- Site plan and building permit submitted on March 13.
- Site plan approved on April 17.
- Building permit issued on April 17.
- Site work has begun.

4. Peterson Annexation (south of Inwood Street, west of 110th Avenue (North Y Street) and east of County Highway R-63)

STATUS: Awaiting Submittal

- Application for annexation was received on February 25.
- At its meeting on March 25, the City Council forwarded this applicant to the Board of Trustees and Planning and Zoning Commission for its review.

- The Board of Trustees reviewed the request at its April 14 meeting.
- The Planning and Zoning Commission reviewed the request at its April 21 meeting and recommended approval of the request.
- The City Council approved the annexation on June 1.
- The City Council approved an ordinance establishing a zoning district on August 3.

5. Apple Tree Inn (1215 North Jefferson Way)

STATUS: Construction

- Building permit application for interior remodel submitted on January 10.
- Building Permit issued on February 12.

6. Cabin Coffee (910 East 2nd Avenue)

STATUS: Review

- Sale of D&D lot and development agreement was approved by Council on October 21, 2019.
- Staff hosted a preapplication meeting with the developers on October 22, 2019.
- Developer closed on the property on November 22, 2019.
- On March 16, developer notified City that, due to the COVID 19 pandemic, this project is being suspended until further notice.
- On April 23, the developer requested a 90-day extension to the approved development agreement.
- Council approved the extension at its May 18 meeting.
- Site plan submitted on August 27.

7. Scooters Coffee (1112 North Jefferson Way)

STATUS: Completed

- Site plan and building permit were submitted on October 9, 2019.
- Site plan approved on March 11.
- Building Permit issued on April 9.
- Certificate of Occupancy issued on August 28.

8. Crow's Nest Campground (Northwest Corner of South Jefferson Way and East 17th Avenue)

STATUS: Review

- Staff held a preapplication meeting on a proposed campground on October 3, 2019.
- The City Council approved a rezoning at its January 21 meeting.
- The City Council approved a plat of survey at its May 4 meeting.
- The City Council approved an additional rezoning on June 1.
- Site plan submitted on May 18.
- Site plan comments returned on June 8.
- Revised site plan submitted on June 30.
- Alternative site plan and sidewalk waiver approved by the City Council on July 20.
- Revised site plan comments returned on July 21.
- Revised site plan submitted on July 28.
- Revised site plan comments returned on August 10.
- Revised site plan submitted on August 18.
- Revised site plan comments returned on August 27.
- Development Agreement signed by property owner on August 27.

9. Missouri Valley JATC Training Facility (1600 East Iowa Avenue)

STATUS: Construction

- Site Plan for this project was submitted on April 3, 2019 to the City and comments were returned on April 22, 2019.
- Site Plan was approved on June 11, 2019.
- Building permit application was submitted on June 14, 2019.
- Full building permit issued on November 13, 2019.
- Site work has begun.

10. New Heights Church (309 East Hillcrest Avenue)

STATUS: Awaiting Submittal

- The project engineer contacted the City on February 7, 2019 to clarify plan review comments.
- Updated site plan was received on March 7, 2019.
- Site plan approved on May 18.

11. Ashton Park Plat 7

STATUS: Review

- Located east of the intersections of East Euclid Avenue and North 18th Street and East Boston Avenue and North 18th Street
- Preliminary plat submitted on April 27.
- The Planning and Zoning Commission recommended approval of the preliminary plat at its May 12 meeting.
- City Council approved the preliminary plat at its May 18 meeting.
- Revised preliminary plat submitted on July 6.
- Construction documents submitted on July 21.
- Comments on construction documents returned on August 3rd.

12. Summercrest

STATUS: Review

- Located north of the intersection of North 7th Street and East Hillcrest Avenue.
- Rezoning/PRD plan and preliminary plat received on April 3.
- Rezoning/PRD plan was reviewed by the Planning and Zoning Commission at its April 21 meeting and was recommended approval, with conditions, to the Council.
- The Planning and Zoning Commission recommended approval of the preliminary plat at its May 12 meeting.
- The City Council approved the Rezoning/PRD plan on July 6.
- The City Council approved the preliminary plat on July 6.
- Construction documents submitted on August 7.
- Comments on construction documents returned on August 19.

13. Treeline Plat 1

STATUS: Construction

- Located north of East Iowa Avenue and south of North 7th Court
- Preliminary Plat and Construction Plans submitted on March 16.
- Preliminary Plat was reviewed by Planning and Zoning Commission at its April 21 meeting and was recommended for approval to the Council.

- The City Council approved the preliminary plat at its May 4 meeting.
- Site work has begun.
- Staff conducted an inspection of the site improvements on August 20.

14. Quail Meadows Plat 3

STATUS: Construction

- Located north of North 8th Street and East Trail Ridge Place.
- A rezoning application was submitted on July 1, 2019 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, 2019 meeting.
- The City Council approved the rezoning at its October 21, 2019 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 is to have the new lift station completion by fall of 2020.
- The developer submitted a preliminary plat to the City on September 24, 2019.
- Preliminary plat recommended for approval by Planning and Zoning Commission on November 12, 2019.
- City Council approved the preliminary plat at its November 18, 2019 meeting.
- Construction plans were submitted on December 2, 2019.
- Construction plans approved on March 13.
- Final plat submitted on July 26.
- The Planning and Zoning Commission recommended the final plat for approval, with conditions, on July 14.

15. Prairie Glynn Plat 2

STATUS: Completed

- Located east of East Franklin Avenue and North 15th Street.
- A revised preliminary and final plat were submitted on June 5, 2019. The Planning and Zoning Commission reviewed the preliminary plat at its July 9, 2019 meeting, and the Council approved the preliminary plat at its July 15, 2019 meeting.
- Final Plat submitted on April 2.
- The Planning and Zoning Commission recommended approval of the final plat at its June 9 meeting.
- Staff inspected the public improvements and the punchlist was completed on August 13.
- The City Council approved the final plat of August 17.



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	Finalied Date	C.O.Date	VALUE
12/31/2019	1	1/2/2020	North American MHC LLC	9 Leonard Avenue	Heartland Living	Mobile Home			5/15/2020	\$51,300.00
12/31/2019	2	1/2/2020	North American MHC LLC	21 Leonard Avenue	Heartland Living	Mobile home			5/15/2020	\$51,300.00
1/7/2020	3	1/7/2020	Chad Keller	206 N Jefferson	B and D	DEMO		2/2/2020		
1/7/2020	4	1/7/2020	Chad Keller	208 N Jefferson	B and D	DEMO		2/2/2020		
1/7/2020	5	1/8/2020	North American MHC LLC	24 Leonard	Heartland Living	Mobile Home			5/15/2020	\$51,300.00
1/7/2020	6	1/8/2020	North American MHC LLC	26 Alfred	Heartland Living	Mobile Home			5/15/2020	\$38,494.00
1/7/2020	7	1/8/2020	North American MHC LLC	6 Leonard	Heartland Living	Mobile Home			5/15/2020	\$38,494.00
1/14/2020	8	1/14/2020	Foxwood Apts	1005 W 3rd	Rainbow International	Remodel		5/29/2020		\$859,560.49
1/7/2020	9	1/13/2020	Kurt Ripperger	804 N B	Construction by Cambron	Remodel				\$80,000.00
10/29/2019	10	1/16/2020	Wal Mart	1500 N Jefferson Way	Midland	Commercial Remodel		4/15/2020		\$1,891,511.00
1/15/2020	11	1/20/2020	Jerry's Homes	506 N 17th	Jerry's Homes	Basement Finish				\$18,000.00
1/15/2020	12	1/27/2020	Jerry's Homes	402 N 18th	Jerry's Homes	Single Family Dwelling	1435			\$208,000.00
1/15/2020	13	1/27/2020	Jerry's Homes	406 N 18th	Jerry's Homes	Single Family Dwelling	1339			\$203,000.00
1/15/2020	14	1/27/2020	Jerry's Homes	408 N 18th	Jerry's Homes	Single Family Dwelling	1474			\$217,000.00
1/15/2020	15	1/27/2020	Jerry's Homes	1708 Detroit	Jerry's Homes	Single Family Dwelling	1644	7/23/2020		\$201,000.00
1/15/2020	16	1/27/2020	Jerry's Homes	1704 Detroit	Jerry's Homes	Single Family Dwelling	1605	7/23/2020		\$212,000.00
1/31/2020	17	2/3/2020	Sherwin and Leeann Back	808 W Salem	Vanderpool	Alteration				\$15,157.95
2/10/2020	18	2/10/2020	Dusty Jordan	1107 N 6th Street	Jordan Building & Design LLC	Screened In Porch	192			\$15,000.00
1/10/2020	19	2/12/2020	Pritesh Patel	1215 N Jefferson Way	Rod Curtis	Commercial Remodel				\$80,000.00
2/12/2020	20	2/12/2020	KC Inc	404 N Jefferson	Iowa Demolition	DEMO		8/7/2020		
2/13/2020	21	2/18/2020	Top Hat Homes	810 W Orchard	Top Hat Homes	Single Family Dwelling	2404			\$448,000.00
2/21/2020	22	2/28/2020	North American MHC LLC	29 Alfred	Heartland Living	Mobile Home				\$38,494.00
3/2/2020	23	3/2/2020	Kyle Tipling	411 W Salem	Dirt Work	Garage Demo				
2/22/2020	24	3/2/2020	Horton-Robinson	709 Sunset	Horton-Robinson	Single Family Dwelling	1850		TEMP CO 07	\$257,000.00
3/11/2020	25	3/11/2020	North American MHC LLC	24 Leonard	Miller Scrap Metal	DEMO				
3/11/2020	26	3/11/2020	North American MHC LLC	6 Leonard	Miller Scrap Metal	DEMO				
3/11/2020	27	3/11/2020	Jerry's Homes	400 N 18th	Jerry's Homes	Basement Finish				\$15,000.00
3/9/2020	28	3/9/2020	Tyler Christonski	1319 S O	Crosscut Custom Carpentry	Four Seasons Room				\$41,500.00
3/13/2020	29	3/13/2020	North American MHC LLC	38 Alfred	Miller Scrap Metal	DEMO				
3/13/2020	30	3/13/2020	North American MHC LLC	52 Lincoln	Miller Scrap Metal	DEMO				
3/13/2020	31	3/13/2020	Jerry's Homes	1703 Euclid	Jerry's Homes	Basement Finish				\$7,000.00
3/13/2020	32	3/13/2020	Steger Construction	608 S Y	Steger Construction	Duplex	1840			\$100,000.00
3/13/2020	33	3/13/2020	Steger Construction	610 S Y	Steger Construction	Duplex	1840			\$100,000.00
3/13/2020	34	3/13/2020	Rory and Kathy Crooks	1209 W Euclid	Rory and Kathy Crooks	Deck				\$1,650.00
3/4/2020	35	3/16/2020	WJH LLC	1800 E Euclid	Century Complete	Single Family Dwelling	1810			\$92,047.00
3/4/2020	36	3/16/2020	WJH LLC	1710 E Euclid	Century Complete	Single Family Dwelling	1417			\$84,942.00



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3/4/2020	37	3/16/2020	WJH LLC	1708 E Euclid	Century Complete	Single Family Dwelling	2009			\$98,876.00
3/4/2020	38	3/16/2020	WJH LLC	1706 E Euclid	Century Complete	Single Family Dwelling	1810			\$92,047.00
3/4/2020	39	3/16/2020	WJH LLC	1704 E Euclid	Century Complete	Single Family Dwelling	1625			\$90,935.00
3/4/2020	40	3/16/2020	WJH LLC	1606 E Euclid	Century Complete	Single Family Dwelling	1417			\$84,942.00
3/4/2020	41	3/16/2020	WJH LLC	1504 E Euclid	Century Complete	Single Family Dwelling	2009			\$98,876.00
3/4/2020	42	3/16/2020	WJH LLC	1502 E Euclid	Century Complete	Single Family Dwelling	1810			\$92,047.00
3/4/2020	43	3/16/2020	WJH LLC	1500 E Euclid	Century Complete	Single Family Dwelling	1417			\$84,942.00
3/4/2020	44	3/16/2020	WJH LLC	602 N 17th	Century Complete	Single Family Dwelling	1417			\$84,942.00
3/4/2020	45	3/16/2020	WJH LLC	600 N 17th	Century Complete	Single Family Dwelling	1602			\$90,542.00
3/20/2020	46	3/23/2020	Scott and Janelle Greene	1512 W Salem	self	Shed				\$2,000.00
3/6/2020	47	3/26/2020	Giovanti Homes	1401 W 14th	Giovanti Homes	Single Family Dwelling	3940			\$401,000.00
3/26/2020	48	3/26/2020	North American MHC LLC	45 Lincoln	Heartland Living	Mobile Home				\$37,080.00
3/26/2020	49	4/2/2020	Stephen Muldrow	400 E 1st	Stephen Muldrow	Single Family Dwelling	2022			\$109,300.00
3/26/2020	50	4/2/2020	Carlson Homes LLC	1107 S O	Carlson Homes	Single Family Dwelling	1675			\$275,000.00
3/26/2020	51	4/2/2020	North American MHC LLC	41 Alfred	Heartland Living	Mobile Home				\$37,679.00
3/26/2020	52	4/2/2020	North American MHC LLC	58 Lincoln	Heartland Living	Mobile Home				\$37,080.00
3/26/2020	53	4/2/2020	North American MHC LLC	11 Leonard	Heartland Living	Mobile Home				\$37,080.00
4/3/2020	54	4/6/2020	GroundBreaker Homes	1001 W Orchard	GroundBreaker Homes	Single Family Dwelling	1751			\$220,000.00
4/3/2020	55	4/6/2020	GroundBreaker Homes	1108 S O	GroundBreaker Homes	Single Family Dwelling	2781			\$210,000.00
10/9/2019	56	4/9/2020	Brew Enterprises (Scooters)	1112 N Jefferson Way	Huff Contracting	Commercial Building	561	8/28/2020		\$75,000.00
4/9/2020	57	4/13/2020	Five Seven Enterprises/Eagle Homes	1306 S L	Eagle Homes	Single Family Dwelling	1642			\$322,080.00
4/13/2020	58	4/17/2020	Cody McKasson	1312 E Detroit	Cody McKasson	Deck Overhang				\$1,000.00
3/13/2020	59	4/17/2020	People's Bank	500 E Iowa	Downing	Commerical	5616			\$1,050,000.00
4/17/2020	60	4/20/2020	Orton Homes	1304 S L	Orton Homes	Single Family Dwelling	2244			\$320,000.00
4/23/2020	61	4/27/2020	Dan Corsair	1611 W Iowa	Top Notch Renovations	Deck addition				\$4,050.00
4/27/2020	62	4/29/2020	Chris Bauer	811 N U	Chris Bauer	Deck				\$550.00
4/23/2020	63	4/30/2020	Mark Gaddls	1605 W Detroit	Crosscut Construction Co	Deck				\$6,500.00
4/29/2020	64	4/30/2020	Sam Bedwell	1204 Ann Pkwy	Sam Bedwell	Deck				\$2,500.00
4/29/2020	65	4/30/2020	Shelly Sponner	509 S Freeman	Risetter Construction	Deck				\$5,000.00
4/27/2020	66	5/1/2020	Fisher Decker	403 W 18th Pl	Fisher Decker	Deck				\$1,500.00
5/5/2020	67	5/5/2020	Marice and Dwight Freeman	104 S 4th	Marice and Dwight Freeman	DEMO				\$5,000.00
4/29/2020	68	5/5/2020	Pamela Hodges	805 W 4th	Pamela Hodges	Deck				\$1,100.00
5/5/2020	69	5/6/2020	Jerry's Homes	1709 Clinton	Jerry's Homes	Basement Finish				\$14,500.00
4/15/2020	70	5/7/2020	Bunnell Properties	1003 E Lincoln	Gruringre Construction	Single Family Dwelling	2734			\$336,000.00
4/13/2020	71	5/11/2020	Construction By Cambron	1602 S K	Construction by Cambron	Commerical Building	2500			\$299,950.00
5/7/2020	72	5/12/2020	Brian Marron	303 N 16th	Brian Marron	Deck				\$12,000.00
5/14/2020	73	5/14/2020	James Oakes	607 W 1st	James Oakes	Deck				\$1,500.00



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5/6/2020	74	5/14/2020	Tony Hixson	1227 S 3rd St	Self	Fence			
5/14/2020	75	5/19/2020	Darko Blazevic	308 S G	Darko Blazevic	Deck			\$3,000.00
5/18/2020	76	5/20/2020	Kimberly Development	1208 S O	Kimberly Development	Single Family Dwelling	1582		\$310,000.00
5/19/2020	77	5/20/2020	Wade Williams	1206 S O	Cornerstone Construction Services	Single Family Dwelling	1585		\$276,100.00
4/17/2020	78	5/25/2020	Bill Bussanmas	1409 W 6th	Marvin Van Dam	Single Family Dwelling	2400		\$589,000.00
5/21/2020	79	5/27/2020	Joseph and Rhonda Casazza	712 W Ashland	Joseph Casazza	Garage			\$24,500.00
5/21/2020	80	5/27/2020	Todd Koeppan	911 W Boston	Wet Paint Co Inc	Deck			\$2,000.00
5/25/2020	81	5/27/2020	Jerry's Homes	502 N 18th	Jerry's Homes	Single Family Dwelling	1605		\$212,900.00
5/25/2020	82	5/27/2020	Jerry's Homes	504 N 18th	Jerry's Homes	Single Family Dwelling	1297		\$199,900.00
5/27/2020	83	6/1/2020	Will Miller	1200 N E	Will Miller	Deck Expansion			\$834.00
5/27/2020	84	6/1/2020	Greg Rhoulhac	1522 W Salem	Beardmore Construction	Deck Expansion			\$2,000.00
5/28/2020	85	6/1/2020	Chris and Darla Freshly	1219 S 4th	Pro1 Construction LLC	Deck remodel			\$4,000.00
6/4/2020	86	6/4/2020	Maranda and Doug Greenwalt	1506 W Kentucky	John Peters	Deck			\$1,200.00
6/10/2020	87	6/10/2020	Dustin Ostrander	1107 E Henderson	Dustin Ostrander	Deck			\$4,000.00
6/10/2020	88	6/10/2020	Mike Greubel	202 1/2 N Kenwood	Mike Greubel	Garage			\$35,000.00
6/11/2020	89	6/11/2020	Jeremy King	709 W 2nd	Jeremy King	Deck			\$500.00
6/10/2020	90	6/11/2020	Craig Rodgers	1509 W Kentucky	Midwest Builders	Deck			\$25,000.00
5/20/2020	91	6/15/2020	Chad Amos	1200 S O	Chad Amos	Single Family Dwelling	3569		\$560,000.00
6/17/2020	92	6/17/2020	Melinda Leggins	410 W Lincoln	Brock Leggins	Deck			\$7,349.00
6/11/2020	93	6/17/2020	Michelle Lynn Chaplin	1406 Jackson Cir	Michelle Chaplin	Deck			\$12,963.00
6/11/2020	94	6/17/2020	Maryellen Andersen	808 W Iowa	Maryellen Andersen	Deck			\$750.00
6/11/2020	95	6/17/2020	Shelby Benge	609 N O	Rupiper Construction	Deck			\$2,000.00
6/17/2020	96	6/22/2020	Joe Switzer	509 S D	Kimball Construction	Basement finish			\$11,000.00
6/18/2020	97	6/22/2020	Savannah Homes	695 N N	Savannah Homes	Single Family Dwelling	1292		\$221,900.00
6/18/2020	98	6/22/2020	Savannah Homes	635 N N	Savannah Homes	Single Family Dwelling	1290		\$215,900.00
6/18/2020	99	6/22/2020	Savannah Homes	702 N Kenwood	Savannah Homes	Single Family Dwelling	1219		\$209,900.00
6/22/2020	100	6/24/2020	Denise Parsons	1801 Apple Lane	Midwest Builders	Deck			\$3,500.00
7/1/2020	101	7/1/2020	Mike Christensen	1600 W 3rd	Morton Buildings	Garage (detached)			\$22,000.00
6/10/2020	102	7/6/2020	Dan Flaherty	603 Scott Felton	Dan Flaherty	Garage			\$6,500.00
7/6/2020	103	7/6/2020	Haille Bettuo	104 S P	Haille Bettuo/Brandon Goodell	Deck			\$2,500.00
7/9/2020	104	7/9/2020	Jeremiah Kruckenberg	704 N O	Jeremiah Kruckenberg	Deck			\$3,600.00
7/6/2020	105	7/13/2020	Mauricio Aguilera	1005 Ann Pkwy	Jake Dorland	Deck			\$5,150.00
5/27/2020	106	7/15/2020	David and Natasha Cooper	1321 S Jefferson Way	Denny Clayton	Garage			\$28,560.00
7/8/2020	107	7/15/2020	Marc Black	106 W Orchard	Remodeling Contractors	Kitchen Remodel			\$86,950.00
6/29/2020	108	7/21/2020	Tony May	1607 W Girard	Blum Group	Single Family Dwelling	1700		\$275,000.00
7/15/2020	109	7/21/2020	Autumn Ridge Development	1203 N O	Autumn Ridge Development	Single Family Dwelling	1809		\$200,000.00
7/15/2020	110	7/21/2020	Autumn Ridge Development	1210 N N Ct	Autumn Ridge Development	Single Family Dwelling	1932		\$220,000.00



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7/15/2020	111	7/21/2020	Autumn Ridge Development	1506 W Lincoln Pl	Autumn Ridge Development	Single Family Dwelling	2285		\$220,000.00
7/15/2020	112	7/21/2020	Autumn Ridge Development	1508 W Lincoln Pl	Autumn Ridge Development	Single Family Dwelling	1600		\$200,000.00
7/15/2020	113	7/21/2020	Autumn Ridge Development	1510 W Lincoln Pl	Autumn Ridge Development	Single Family Dwelling	1738		\$200,000.00
7/2/2020	114	7/22/2020	Scott Creators	609 N N	Scott Creators	Deck			\$1,483.00
7/23/2020	115	7/23/2020	Michael Hofer	400 S 8th Ct Unit 40	Confident Contracting	Basement			\$10,000.00
7/23/2020	116	7/24/2020	Joshua/Kelli Soesbe	1307 N 7th	Kimball Construction	Deck			\$1,500.00
7/22/2020	117	7/24/2020	Savannah Homes	1109 N 7th	Savannah Homes	Single Family Dwelling	1417		\$225,000.00
7/27/2020	118	7/27/2020	Doering Properties	901 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/27/2020	119	7/27/2020	Doering Properties	903 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/27/2020	120	7/27/2020	Doering Properties	905 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/27/2020	121	7/27/2020	Doering Properties	907 Summerset	Doering Properties	Townhouse	1315		\$103,000.00
7/23/2020	122	7/28/2020	Destiny Bible Church	1508 N Jefferson Way	One Site Development	DEMO			
07/28/2020	123	7/28/2020	Joe Gezel	500 W Clinton	John Peters	Deck			\$5,000.00
7/23/2020	124	7/30/2020	Rob Miller	1302 S O	Midwest Builderss	Roof and Deck			\$10,000.00
8/18/2020	125	8/18/2020	Doug Meyer	906 S Jefferson	Doug Meyer	Deck			\$7,500.00
8/20/2020	126	8/20/2020	Brock Banks	1012 S R	Brock Banks	Deck			\$7,000.00
8/20/2020	127	8/20/2020	Tyler Christowski	1203 N 9th	Crosscut Custom Carpentry	Deck			\$7,500.00
8/21/2020	128	8/21/2020	Gregory Wilbur	2300 W Euclid	Clint Carruthers	Garage			\$95,356.02
8/19/2020	129	8/26/2020	Orton Homes	808 W Orchard	Orton Homes	Single Family Dwelling	2872		\$430,000.00
8/20/2020	130	8/26/2020	One Site Development	1508 N Jefferson Way	One Site Development	Commerical Building	9997		\$430,000.00
8/21/2020	131	8/27/2020	Taylor Hallengrow	1011 E Henderson Pl	Beardmore Construction	Deck			\$5,000.00
07/30/202	132	8/27/2020	Ground Breaker Homes	817 Trail Ridge	Ground Breaker Homes	Duplex	1669		\$210,000.00
7/30/2020	133	8/27/2020	Ground Breaker Homes	819 Trail Ridge	Ground Breaker Homes	Duplex	2698		\$230,000.00
7/30/2020	134	8/27/2020	Ground Breaker Homes	821 Trail Ridge	Ground Breaker Homes	Duplex	1669		\$200,000.00
7/30/2020	135	8/27/2020	Ground Breaker Homes	823 Trail Ridge	Ground Breaker Homes	Duplex	2585		\$215,000.00
7/30/2020	136	8/27/2020	Ground Breaker Homes	825 Trail Ridge	Ground Breaker Homes	Duplex	2295		\$215,000.00
7/30/2020	137	8/27/2020	Ground Breaker Homes	827 Trail Ridge	Ground Breaker Homes	Duplex	2541		\$230,000.00
7/30/2020		IR	Jennifer Harmison	814 W Clinton	Jennifer Harmison	Carport			\$2,000.00
8/5/2020		IR	Michael Smothers	807 N B	Michael Smothers	Mudroom			\$6,500.00
8/6/2020		IR	Josh Crouse	104 E 4th	Josh Crouse	Garage			\$4,000.00
8/7/2020		IR	Savannah Homes	1103 N 7th	Savannah Homes	Single Family Dwelling	1401		TBD
8/7/2020		IR	Savannah Homes	1105 N 7th	Savannah Homes	Single Family Dwelling	1443		TBD
8/12/2020		IR	Savannah Homes	1107 N 7th	Savannah Homes	Single Family Dwelling	1443		TBD
8/18/2020		IR	Blake Roush	1405 W 14th	Blake Roush	Utility Shed			\$10,000.00
8/19/2020		IR	Strahan Construction	1503 11th Way	Strahan Construction	Single Family Dwelling	3546		\$540,000.00
8/25/2020		IR	Steger Construction	600 S Y	Steger Construction	Townhome	1525		\$120,000.00
8/25/2020		IR	Steger Construction	602 S Y	Steger Construction	Townhome	1525		\$120,000.00



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8/25/2020	IR	Savannah Homes	1101 N 7th	Savannah Homes	Single Family Dwelling	1443		TBD
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**September 8, 2020
Draft Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Resolution approving contract for pool steps and slide repair
- Resolution approving quote for Wellness Center exterior crack repairs
- Second consideration of an Ordinance amending zoning regulations to Chapter 165, regarding preschools, schools and churches.
- Second consideration for various amendments, including zoning regulation amendments to Chapter 165, regarding fees.
- Third consideration of an ordinance amending the city code of the City of Indianola, Iowa to repeal the three-hour parking regulations in and around the public Square and add language related to construction parking.
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to standard penalty
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to tobacco use
- Second consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to animal control
- Hearing and determination of a vicious animal
- Public Hearing on CDBG funding for the Indianola Ultraviolet Disinfectant Device Acquisition Project
- Public Hearing on CDBG funding for the Indianola Meals Project
- Resolution to approve change order for the 2019 Drainage Improvements Project.
- Resolution for Reimbursement of COVID-19 Expenses Incurred from March 1 to July 31.
- Resolution approving a letter of support for the proposed Carlisle Trail Connection.
- First consideration of an Ordinance amending Chapter 160 of the Code of Ordinances of the City of Indianola, making certain amendments to the adopted Fire Code.
- Resolution requesting reimbursement from the Iowa COVID-19 Government Relief Fund
- Resolution accepting a sanitary sewer and drainage easement agreement at 1508 North Jefferson Way
- Resolution approving and accepting a development agreement relating to the development of Crow's Nest RV Park
- East Iowa Avenue Paving project Resolutions
- Resolution approving the FY20 Indianola Street Finance Report
- Resolution approving agreement with Snyder and Associates
- Annual update from the CEO of the YMCA of Greater Des Moines
- Closed Sessions

**September 21, 2020
Draft Agenda**

- Minutes
- Claims
- Applications
- City Manager's Report
- Salaries
- Treasurer's Report
- Resolution approving monthly transfers
- Resolution to approve FY2020 Street Finance Report
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to standard penalty
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to tobacco use
- Third consideration of an ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to animal control
- Third consideration of an Ordinance amending zoning regulations to Chapter 165, regarding preschools, schools and churches.
- Third consideration for various amendments, including zoning regulation amendments to Chapter 165, regarding fees.
- Resolution for Reimbursement of COVID-19 Expenses Incurred from August 1 to September 30
- Presentation on Buxton Park Pavilion concept.

Study Session Draft Agenda

Meeting Date: 09/08/2020

Subject

Enter into closed session 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. The minutes and the audio recording of a session closed under this paragraph shall be available for public examination when the transaction discussed is completed.

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/08/2020

Subject

Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Information

Fiscal Impact

Attachments

No file(s) attached.
