



CITY OF INDIANOLA COUNCIL MEETING

July 2, 2018

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approval of agenda
 - B. June 18 and 26, 2018 Minutes
 - C. Applications
 1. A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor and Sunday Sales Privilege for Jiffy Express - 311 N. Jefferson
 - D. Resolution of the Indianola City Council providing for a regular meeting date and time
 - E. Street closure request from the Indianola Community Youth Foundation for Back To School Bash - August 25, 2018 from 2:00 p.m. to 9:00 p.m. - would like to close both lanes on Buxton Street just past the sheriff's department entrance or both lanes of Buxton from Ashland to Salem and the inside lane of Salem on the square
 - F. Street closure request from the Warren County Necessity Pantry on September 8, 2018 from 8:00 a.m. - 7:00 p.m. - will close the inside lane around the square
 - G. Street usage request from the Warren County Historical Society - Log Cabin Days Parade - September 29, 2018 from 9:00 a.m. - 11:30 a.m. - the parade will start at the Warren County Administration Building, south on Buxton, east on Ashland, south on Howard, west on Salem to the Warren County Fairgrounds
 - H. Prior and final approval applications for urban revitalization designation
 - I. Claims on the computer printout for July 2, 2018

6. Council Reports
 - A. Resolution amending the council policy by adding an EMS Write Off Policy
 - B. Discussion and direction regarding the draft noise ordinance
7. Mayor's Report - Kelly B. Shaw
 - A. Consider nominations to the Civil Service Commission and Library Board
 - B. Discussion and direction concerning a request from the joint informational work session meetings among Warren County and the Cities of Carlisle, Indianola and Norwalk
 - C. Community Update
8. Public Consideration
 - A. Old Business
 1. Public hearing and first consideration of a request from Barbara Yearous to amend R-1 (Single Family Residential Zoning 165.09 #4 Special Exception Uses and Structures) P&Z unanimously recommended approval on June 12, 2018
 - B. New Business
 1. Discussion and direction concerning a request from Fred Dowie to participate in a residential development cost share
 2. Resolution authorizing execution of a promissory note for inflow and infiltration program - 310 West Iowa
 3. Resolution approving BTC Capital Management Inc. Advisory Agreement
 4. Resolution approving a master services agreement with CommerceVantage
 5. Resolution approving salaries
9. Other Business
 1. City Manager's Report - Ryan Waller
 2. Consider motion to go 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
 3. Enter into closed session in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session

10. Adjourn

Subject
June 18 and 26, 2018 Minutes

Information

Fiscal Impact
Attachments

June 18 Minutes
June 26 Minutes

REGULAR SESSION – JUNE 18, 2018

The City Council met in regular session at 7:00 p.m. on June 18, 2018 in the City Hall Council Chambers. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, Bob Kling, Greg Marchant, John Parker and Greta Southall.

Item E – Resolution approving agreement and contract for fire protection and emergency response services for Palmyra township was pulled from the consent agenda

The consent agenda consisting of the following was approved on a motion by Parker and seconded by Kling. On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Approval of agenda

June 4 and 13, 2018 Minutes

Resolution No. 2018-114 setting July 16, 2018 as a public hearing and first consideration of a request from Jake Doering to rezone Lot 21, Quail Meadows Plat 1 from M-1 (Limited Industrial) to R-3 (Mixed Residential) – the complete resolution may be viewed at the City Clerk's Office

Resolution No. 2018-115 setting July 2, 2018 as a public hearing and first consideration of a request from Barbara Yearous to amend R-1 (Single Family Residential Zoning 165.09 #4 Special Exception Uses and Structures) – the complete resolution may be viewed at the City Clerk's Office

Home Base Iowa Initiative Application from Donald Stalter and authorization of a handwritten warrant in the amount of \$1,500

Two-year maintenance bond in an amount of \$3,500 from Vanderpool Construction for paving patch (350 sf) in connection with the Des Moines Metro Opera Rehabilitation of Administrative Building and Addition

Claims on the computer printout for June 18, 2018 and the May 2018 receipts

The following amended resolution stating the tax levy as \$.6075 for the agreement and contract for fire protection and emergency response service with Palmyra Township was approved on a motion by Southall and seconded by Parker. On roll call the vote was, AYES: Parker, Kling, Clark, Marchant, Gezel and Southall. NAYS: None. Whereupon the Mayor declared the motion carried and the following resolution duly adopted.

RESOLUTION NO. 2018-116 RESOLUTION APPROVING AGREEMENT AND CONTRACT FOR FIRE PROTECTION AND EMERGENCY RESPONSE SERVICE WITH PALMYRA TOWNSHIP

(The complete resolution may be viewed at the City Clerk's Office)

The May 2018 City Treasurer report was approved on a motion by Marchant and seconded by Kling. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Council member Clark reported on the Hometown Pride Committee meeting.

Council member Kling reported on the BRAVO meeting.

Mayor Shaw reported on the Metro Advisory Committee meeting.

Council Member Clark introduced the following Resolution entitled "RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A PUBLIC HEARING (July 16, 2018) ON THE MATTER OF THE ADOPTION OF A PROPOSED AMENDED AND RESTATED 1998 CITYWIDE URBAN REVITALIZATION PLAN", and moved its adoption. Council Member Marchant seconded the motion to adopt. The roll was called and the vote was, AYES: Marchant, Gezel, Southall, Parker, Kling and Clark. NAYS: None. Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. 117
RESOLUTION DETERMINING THE NECESSITY AND FIXING DATE FOR A
PUBLIC HEARING (July 16, 2018) ON THE MATTER OF THE ADOPTION OF A
PROPOSED AMENDED AND RESTATED 1998 CITYWIDE URBAN
REVITALIZATION PLAN

(The complete resolution may be viewed at the City Clerk's Office)

A motion was made by Kling and seconded by Southall to approve the following resolution entitled, "RESOLUTION AUTHORIZING REPAYMENT OF INTERNAL LOAN TO FUND URBAN RENEWAL PROJECT COSTS." On roll call the vote was, AYES: Clark, Marchant, Gezel, Southall, Parker and King. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-118
RESOLUTION AUTHORIZING REPAYMENT OF INTERNAL LOAN TO FUND URBAN
RENEWAL PROJECT COSTS

(The complete resolution may be viewed at the City Clerk's Office)

Council member Kling introduced the following resolution entitled, "RESOLUTION APPROVING PARTIAL PAYMENTS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND I-STREET HOLDINGS, LLC OF INDIANOLA." Council member Clark seconded the motion to adopt. On roll call the vote was, AYES: Clark, Marchant, Gezel, Southall, Parker and King. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-119
RESOLUTION APPROVING PARTIAL PAYMENTS IN ACCORDANCE WITH THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND
I-STREET HOLDINGS, LLC OF INDIANOLA

(The complete resolution may be viewed at the City Clerk's Office)

Marchant moved and Southall seconded to approve the following resolution entitled, "RESOLUTION APPROVING PARTIAL PAYMENTS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND PEOPLES COMPANY OF INDIANOLA." On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-120

RESOLUTION APPROVING PARTIAL PAYMENTS IN ACCORDANCE WITH THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND PEOPLES
COMPANY OF INDIANOLA

(The complete resolution may be viewed at the City Clerk's Office)

City Manager Ryan Waller presented a Strategic Plan Update.

Council member Parker moved and Southall seconded to open the hearing in accordance with Indianola Code of Ordinance Chapter 56.05 "Seizure, Impoundment and Disposition of Vicious Animals". On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor declared the motion carried unanimously. Police Officer Hackett spoke regarding his June 2, 2018 Indianola Police Department Incident Report of a child that had been attacked by a dog at 910 West Detroit Avenue. A motion was made by Parker and seconded by Kling to receive the full Indianola Police Department Incident Report of June 2, 2018 regarding the incident at 910 West Detroit Avenue (pages 109-136 of the June 18, 2018 Council Packet). The person owning, keeping, sheltering, or harboring the animal in question was given a seventy-two (72) hours' written notice of the time and place of the hearing. On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor declared the motion carried unanimously. Those speaking in support of the animal being destroyed in a humane manner were: Mike Bowlin, 7521 Kennedy Street, Indianola, Iowa; Wendy Mallory, 501 W. 4th Street, Indianola, Iowa; and Kevin Petersen, 910 West Detroit, Indianola, Iowa. Mr. Petersen also requested the City Council consider a Pit Bull Ordinance. Those speaking against the animal being destroyed in a humane manner were: Scott Miller and Linda Miller of 912 West Detroit Avenue, Indianola, Iowa. A motion was made by Marchant and seconded by Parker to close the hearing. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Council member Parker moved and Kling seconded to determine the animal to be vicious and ordered 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. The order shall be complied with within three (3) days of its issuance. On roll call the vote was AYES: Kling, Clark, Marchant, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

The following resolution entitled, "RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICE AGREEMENT FOR THE MORLOCK SANITARY SEWER IMPROVEMENTS – CONSTRUCTION PHASE SERVICES" was approved on a motion by Southall and seconded by Marchant. On roll call the vote was, AYES: Parker, Kling, Clark, Marchant, Gezel and Southall. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-121

RESOLUTION APPROVING AMENDMENT NUMBER ONE TO THE PROFESSIONAL SERVICE
AGREEMENT FOR THE MORLOCK SANITARY SEWER IMPROVEMENTS – CONSTRUCTION
PHASE SERVICES

(The complete resolution may be viewed at the City Clerk's Office)

It was moved by Clark and seconded by Parker to approve change order number three in an amount of \$11,435.00 for the Morlock Lift Station and Force Main Improvement Projects. On roll call the vote was, AYES: Marchant, Gezel, Southall, Parker, Kling and Clark. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

It was the consensus of the Mayor and Council to hold a special council meeting on June 26, 2018 at 10:00 a.m. to approve the fiscal year end claims.

Clark moved and Kling seconded to approve the following resolution entitled, “RESOLUTION APPROVING SALARIES.” On roll call the vote was, AYES: Marchant, Gezel, Southall, Parker, Kling and Clark. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-122
RESOLUTION APPROVING SALARIES

(The complete resolution may be viewed at the City Clerk’s Office)

Council member Southall update the Mayor and Council regarding the following items the City Council Administrative and Policy Committee had discussed:

- Changing the second council meeting to 6:00 p.m. and holding the council study committee meeting directly after the council meeting – this will be placed on the July 2, 2018 council agenda
- A Noise ordinance
- An ATV ordinance

Mayor Shaw stated the regulation for shooting fireworks would be July 3 from 9 a.m. to 10 p.m.; July 4th from 9 a.m. to 11 p.m.; and July 5 from 9 a.m. to 10 p.m.

Meeting adjourned at 7:58 p.m. on a motion by Marchant and second by Parker.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

SPECIAL SESSION – JUNE 26, 2018

The City Council met in special session at 10:00 a.m. on June 26, 2018 in the City Hall Council Chambers. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark (via phone), Joe Gezel, Bob Kling, Greg Marchant, John Parker (via phone) and Greta Southall.

The following resolution entitled, “RESOLUTION APPROVING FUND TRANSFERS” was approved on a motion by Southall and seconded by Marchant. On roll call the vote was, AYES: Parker, Kling, Clark, Marchant, Gezel and Southall. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-123
RESOLUTION APPROVING FUND TRANSFERS

(The complete resolution may be viewed at the City Clerk’s Office)

The claims on the computer printout for June 26, 2018 was approved on a motion by Marchant and seconded by Kling. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Council member Clark was excused from the meeting.

Mayor Shaw spoke regarding the intern stipend request. Craig Marshman, Senior at Iowa State University, also spoke as to what his internship has entailed with the City/IMU departments and upcoming job shadowing with the City Manager. A motion was made by Kling and seconded by Marchant to table this request. After additional discussion, Kling and Marchant withdrew their motions. Marchant moved and Gezel seconded to approve the \$250 request to fund the intern stipend. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling and Marchant. NAYS: None. ABSENT: Clark. Whereupon the Mayor declared the motion carried.

Meeting adjourned at 10:25 a.m. on a motion by Marchant and seconded by Kling.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

Meeting Date: 07/02/2018

Subject

A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor and Sunday Sales Privilege for Jiffy Express - 311 N. Jefferson

Information

This is a renewal of Jiffy Express liquor license located at 311 N. Jefferson. All of the paperwork is in order and staff has approved. Owners are Lee Adams, Daniel Moellers and Christine Adams.

Fiscal Impact

Attachments

No file(s) attached.

City Council Regular

5.D.

Meeting Date: 07/02/2018

Subject

Resolution of the Indianola City Council providing for a regular meeting date and time

Information

In your packet is a resolution setting the regular council meeting day and time. This is an annual procedure each fiscal year. Council meetings will be the first and third Monday's at 6:00 p.m.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-____
RESOLUTION OF THE INDIANOLA CITY COUNCIL
PROVIDING FOR A REGULAR MEETING DATE AND TIME

BE IT RESOLVED by the Indianola City Council, that the regular meeting date of the Council shall be at 6:00 p.m. on the first and third Mondays of each month, except when the first and third Monday falls on a national holiday, in which case the meeting shall be held at 6:00 p.m. on the day following said holiday. All meetings shall be open to the public except for closed sessions held in accordance with the laws of the State of Iowa.

Introduced and adopted this 2nd day of July, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 07/02/2018

Subject

Street closure request from the Indianola Community Youth Foundation for Back To School Bash - August 25, 2018 from 2:00 p.m. to 9:00 p.m. - would like to close both lanes on Buxton Street just past the sheriff's department entrance or both lanes of Buxton from Ashland to Salem and the inside lane of Salem on the square

Information

In your packet is the event application from the Indianola Community Youth Foundation for Back to School Bash. They are requesting to block off both lanes of Buxton from the Sheriff's Department to Salem or if possible, block off both lanes of Buxton from Ashland (please see e-mail) to Salem and also inside lane of Salem on the square from 2:00 p.m. to 9:00 pm. The community and families will be able to celebrate the school year starting, and they also want to distribute school supplies to students who need them. The application was received June 12, 2018 and staff has approved.

Fiscal Impact

Attachments

Back to School Bash

Date: 6/12/18

Event Application

For Back to School Bash

Event Date : August 25, 2018 (2:00 p.m. - 9:00 p.m.)

Staff Recommendation and Chamber Notification

Attached is an event application. Please review; add any comments you feel are necessary, such as concerns or other items to be considered regarding the request.

Initial and date under either approval or disapproval and pass on to the next department.

	Approve	Disapprove
Street Department – Jason Etnyre		
Fire Department – Greg Chia		
Police Department – Brian Sher		
HR & Risk Manager – Melissa McCoy		
City Manager – Ryan Waller		
Chamber of Commerce	Fax: 961-9753	

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name:

BACK to SCHOOL BASH

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): GATHERING OF FUN FOR PEOPLE OF ALL AGES

Date/Time of Event: SAURDAY, August 25, 2018 5-8 pm

Location of Event: COURTHOUSE LAWN

Event Sponsor(s): ICVF (INDIANOLA COMMUNITY YOUTH FOUNDATION)

Contact Information:

Organization: ICVF

Contact Name: KIM SEBERG

Address: PO BOX 423 INDIANOLA

Telephone Number: 515-961-9500 ext. 3174

Cell Phone Number: 515-314-9289

Fax Number: _____

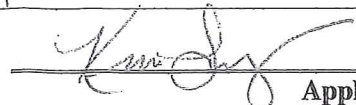
Email Address: KIM@ICVF.ORG

Today's Date: 2/12/18

Anticipated Attendance: 1000 Per Day 1000 Total

Event Information:

Setup Begins	Date: <u>8/25/18</u>	Time <u>2 pm</u>	Day of Week <u>SAT</u>
Event Starts	Date: <u>8/25/18</u>	Time <u>5 pm</u>	Day of Week <u>SAT</u>
Event Ends	Date: <u>8/25/18</u>	Time <u>8 pm</u>	Day of Week <u>SAT</u>
Dismantle	Date: <u>8/25/18</u>	Time <u>9 am</u>	Day of Week <u>SAT</u>


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:

ICF would like to hold its 2nd Back to School Bash for Indianola. It is a free event for residents to enjoy time together as the tradition school year kicks off. "Meet the Indians" will also take place that night - introducing 1st students involved in activities.

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

We would like to close Burton Street (leaving access for fire Sheriff's Dept as needed) and the inside lane of Salem Ave. That will create a safe space near the stage, and allow families to feel safer during the games the DJ organizes.

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 have multiple options for entertainment, spread out. There will be inflatables, yard & table games, music & contests, and drink tank, and food trucks. The activities will be supervised by designated volunteers. No alcohol will be served, and the event ends at sunset. Closing the streets/lanes near the stage will protect pedestrians going to and from the event.

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

We will have a First Aid kit available at the stage. Volunteers will have cell phones available, and there will be a doctor at the event.

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

TRM will provide additional bins for the event. They will deliver the bins Saturday morning and pick them up Monday morning.

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

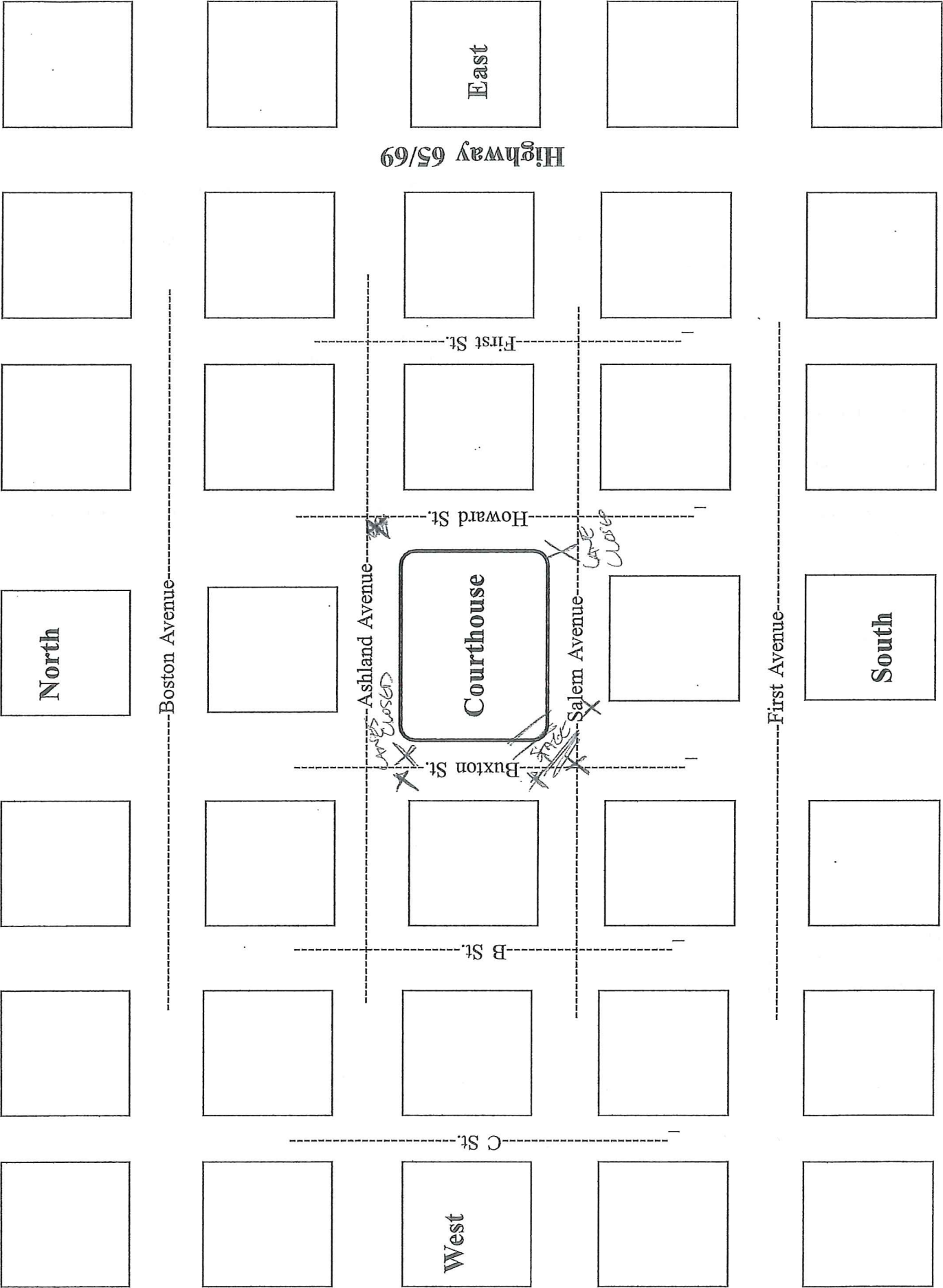
Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com





Highway 65/69

North

Boston Avenue

Ashland Avenue

Courthouse

Salem Avenue

First Avenue

South

Highway 92

West

First St.

Howard St.

Buxton St.

B St.

C St.

Diana Bowlin

From: Kim Seberg <kim@icyf.org>
Sent: Wednesday, June 13, 2018 9:51 AM
To: Diana Bowlin
Subject: Re: Back to School Bash

We want to block both lanes of traffic on Buxton just past the sheriff's department entrance, at minimum.

We learned at last year's Bash that some parents enjoy sitting and eating at the Brickhouse patio while the kids played games at the stage, then the kids ran back across the street to give them the prizes they won. The less traffic, the better for that area of the square.

Last year was fine, but if it works to block the entire street, we'd like to do that to play it super-safe. From reading the paperwork, I know we have to leave access for the sheriff's department even if the street is closed off.

We also want to close the inside lane of Salem, as we did last year.

On Wed, Jun 13, 2018 at 9:19 AM Diana Bowlin <dbowlin@indianolaiowa.gov> wrote:

Please let me know if you are planning on blocking the entire street of Buxton or just right after the entrance to the sheriff's department (this is what was done last year). The inside lane of Salem was also closed. Thanks

Diana Bowlin

City Clerk, City of Indianola

515-961-9410

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Thanks,

Kim Seberg
ICYF | Executive Director
PO Box 423 | Indianola, IA 50125
www.icyf.org | 515-961-9500 ext. 3174

Fire: If needed the department requires 20' wide lane without structures.

Meeting Date: 07/02/2018

Subject

Street closure request from the Warren County Necessity Pantry on September 8, 2018 from 8:00 a.m. - 7:00 p.m. - will close the inside lane around the square

Information

In your packet is the event application from the Warren County Necessity Pantry. They are requesting to block off the inside lanes around the square for a carnival and flea market on September 8, 2018 from 8:00 a.m. to 7:00 p.m. The application was received June 13, 2018 and staff has approved.

Fiscal Impact

Attachments

Event Application

Date: 6/13/18

Event Application

For Warren County Necessity Pantry Carnival & Flea Market

Event Date : September 8, 2018 (8:00 a.m. - 7:00 p.m.)

Staff Recommendation and Chamber Notification

Attached is an event application. Please review; add any comments you feel are necessary, such as concerns or other items to be considered regarding the request.

Initial and date under either approval or disapproval and pass on to the next department.

	Approve	Disapprove
Street Department – Jason Etnyre		_____
Fire Department – Greg Chia		_____
Police Department – Brian Sher		_____
HR & Risk Manager – Melissa McCoy		_____
City Manager – Ryan Waller		_____
Chamber of Commerce	Fax: 961-9753	

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Warren County Necessity Pantry Carnival & Flea Market

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): Want inside lane around square closed
so we can use them.

Date/Time of Event: September 8, 2018 10:00am-8:00pm

Location of Event: Warren County Courthouse Lawn

Event Sponsor(s): Warren County Necessity Pantry

Contact Information:

Organization: Warren County Necessity Pantry

Contact Name: Alice Cooper Brito

Address: 115 N. Howard Room 106

Telephone Number: 515-318-3946

Cell Phone Number: 515-721-9843

Fax Number: _____

Email Address: necessitypantry@gmail.com

Today's Date: May 4, 2018

Anticipated Attendance: 100-300 ^{through out} Per Day _____ Total

Event Information:

Setup Begins	Date: <u>9-8-18</u>	Time <u>8:00</u>	Day of Week <u>Sat.</u>
Event Starts	Date: <u>9-8-18</u>	Time <u>10:00</u>	Day of Week <u>Sat.</u>
Event Ends	Date: <u>9-8-18</u>	Time <u>7:00</u>	Day of Week <u>Sat.</u>
Dismantle	Date: <u>9-8-18</u>	Time <u>7:00</u>	Day of Week <u>Sat.</u>

Alice J. Brito

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: We are having a Carnival, Flea Market, Food & Entertainment Fundraising event to raise money to keep our pantry going.

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

We want to use the inside lanes on the square, this would be on all four sides & would include Salem & Ashland running east & west als Howard & Buxton running North & South

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. Will will have a 1st aid station available. There will be volunteers available to handle crowd control. For any serious accidents if necessary will have many phones available to call 911 for services. We are hoping to have 100-300 persons attend through out the day. Entertainment hopefully will be local bands playing different genres of music. We will have a small stage. There will be NO ALCOHOL! We held this event last year in the High School Gym.

Please describe your emergency/medical plan, including your communication procedures.

Attach additional sheets if necessary. If weather creates a problem we will make necessary announcements & make sure person leave the event in a safe and orderly manner. If City has a procedure they prefer us to follow we would be more than happy to do whatever is required of us.

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

after your event. We will have dumpsters available for trash & bins available for recyclables.

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

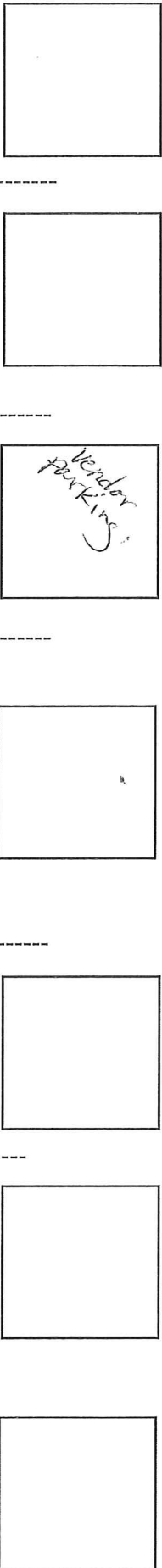
www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

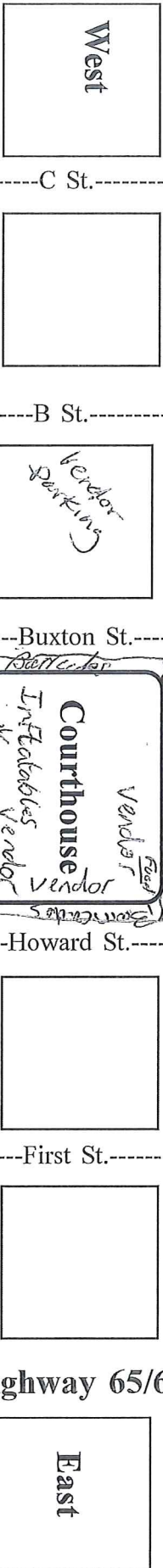


North

Boston Avenue



Ashland Avenue



West

East

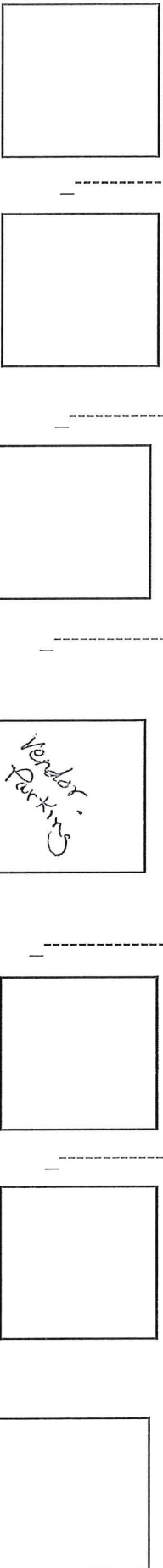
C St.

B St.

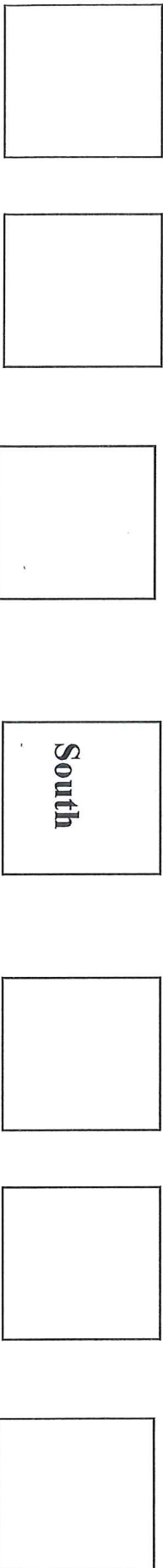
Buxton St.

Howard St.

First St.



First Avenue



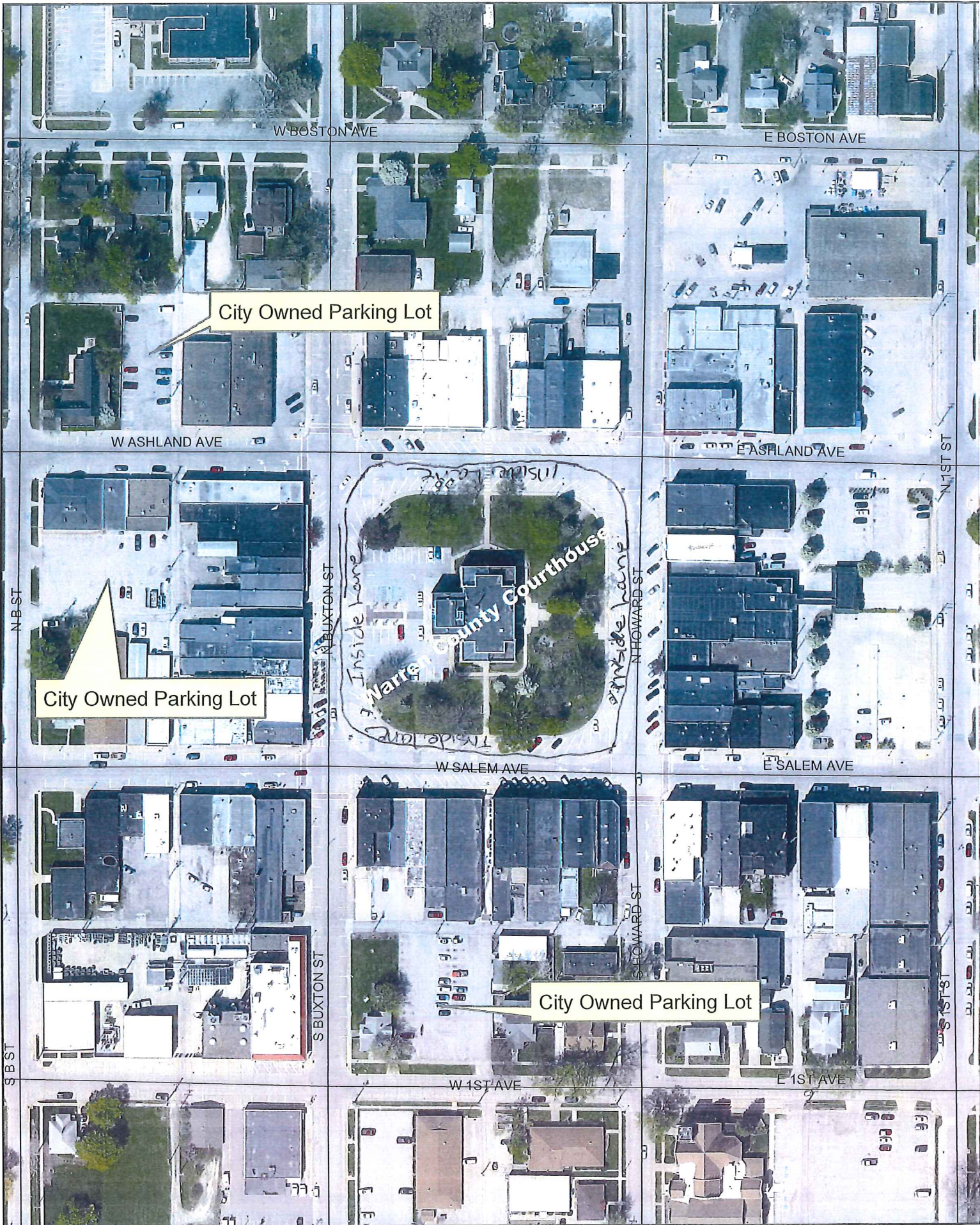
South

Highway 92

Highway 65/69

Houses will be set up on Southwest corner of Courthouse build. Main

There would still be 1 open lane of parking around all four sides of the square & the lot on the west will be opened for Sheriff's office use.



Meeting Date: 07/02/2018

Subject

Street usage request from the Warren County Historical Society - Log Cabin Days Parade - September 29, 2018 from 9:00 a.m. - 11:30 a.m. - the parade will start at the Warren County Administration Building, south on Buxton, east on Ashland, south on Howard, west on Salem to the Warren County Fairgrounds

Information

The Warren County Historical Society is requesting to use the following streets for their annual Log Cabin Festival Parade (Buxton, Ashland, Howard and Salem) on September 29, 2018. Setup will begin at 9:00 a.m. and the parade will start at 10:00 a.m. The paper work is in order and staff has approved. The application was received on June 12, 2018.

Fiscal Impact

Attachments

Log Cabin Days Parade

Date: 6/12/18

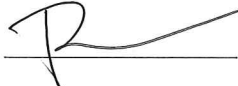
Event Application
For Log Cabin Festival

Event Date : September 29, 2018 (9:00 a.m. - 11:30 a.m.)

Staff Recommendation and Chamber Notification

Attached is an event application. Please review; add any comments you feel are necessary, such as concerns or other items to be considered regarding the request.

Initial and date under either approval or disapproval and pass on to the next department.

	Approve	Disapprove
Street Department – Jason Etnyre		
Fire Department – Greg Chia		
Police Department – Brian Sher		
HR & Risk Manager – Melissa McCoy		
City Manager – Ryan Waller		
Chamber of Commerce	Fax: 961-9753	

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

2012 Event Application

3

Event Name: Log Cabin Festival

Date/Time of Event: September 29, 2018 10:00 AM

Location of Event: Parade starts lining up on Clinton by the Administration Bldg., S on Buxton, E on Ashland, S on Howard, W on Salem thru the fairgrounds.

Event Sponsor(s): Warren County Historical Society

Contact Information:

Organization: Warren County Historical Society

Contact Name: Darlene Lawyer

Address: 1201 North G Street Indianola IA 50125

Telephone Number: 515-556-7413

Cell Phone Number: 515-556-7413

Fax Number:

Email Address:

Today's Date: 4-4-18

Anticipated Attendance: 400-500 Per Day 800-1000 Total

Event Information:

Setup Begins	Date: <u>9-29</u>	Time <u>9:00 AM</u>	Day of Week <u>S</u>
Event Starts	Date: <u>9-29</u>	Time <u>10:00 AM</u>	Day of Week <u>S</u>
Event Ends	Date: <u>9-29</u>	Time <u>11:30 AM</u>	Day of Week <u>S</u>
Dismantle	Date: <u>0-29</u>	Time <u>11:30 AM</u>	Day of Week <u>S</u>

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.cityofindianola.com
E-Mail: dbowlin@cityofindianola.com

*2012 Event Application*Narrative:

4

Please describe your request and event: Event is Log Cabin Festival with parade on 9/28/12. We would like to have the streets blocked off as follows: Clinton W of Adm Bldg., Boston-Buxton, intersections at NW, NE, SW, SE corners of square, then busy intersections along Salem, & especially M where we turn into the fairgrounds. What you have done in the past is great, you really know more what I need than I do.

Please describe what streets you are planning to close:

This is an election year with several politicians being in the parade, it really is difficult to know long the square will be closed. You have done a very good job in the past.

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. 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 hoping to have the Warren County Sheriff, Indianola City Police, State Highway Patrol, and various fire departments in the parade, this is a great safety factor. Most of the persons in the parade, have cell phones also.

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

As stated above most of the parade participants will have cell phones as well as the law enforcement.

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

We hope to have a clean up crew after the parade.

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

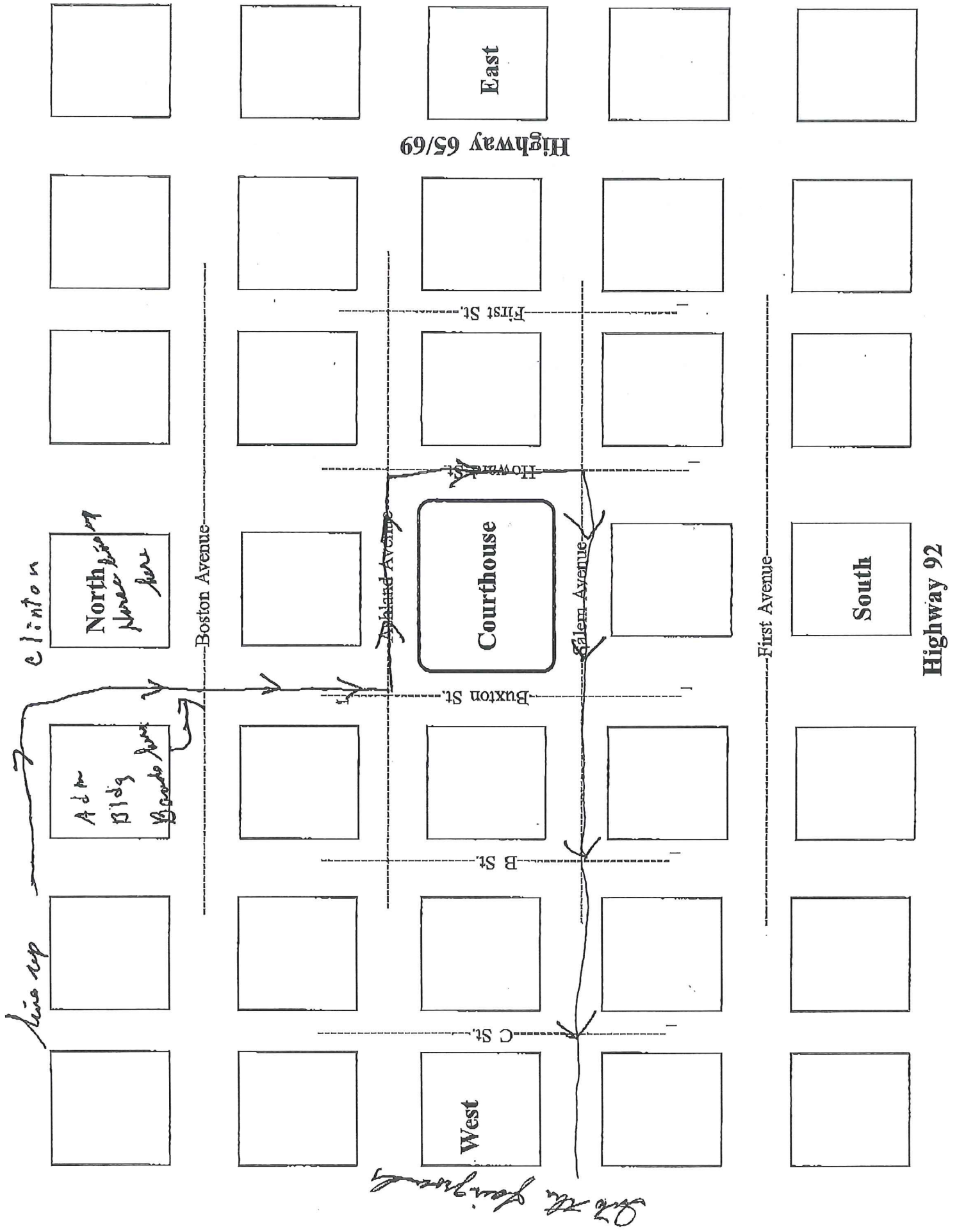
Phone: 515-961-9410 Fax: 515-961-9402

www.cityofindianola.com

E-Mail: dbowlin@cityofindianola.com

1. Describe the request & event. The Log Cabin Festival parade will be held Saturday Sept. 24 at 11:00 AM. Lineup will start around 9:30. The floats will be lining up on the north side of the Warren County Administration Building on Clinton. The bands will line up on Boston as well as on Howard in front of the Administration Building. The horses will line up at the old Masonic Building on the East side of Howard. The parade will proceed down Howard along the North, East, & South sides of the square, proceeding west on Salem thru the Warren County Fair Grounds. We are requesting the streets abutting these streets be closed during the parade as has been in the past. We should be over by noon or shortly after, depending on the number of participants. You never know from one year to another. Weather makes a big difference.
2. We would appreciate if we could have some barricades at M Street on the west side of Whittier school as we have trouble getting the floats to come into the fairgrounds. The square is our real concern.
3. We are hoping to have the City Police as well as the Warren county Sheriff Office, and Highway Patrol being in the parade along with several of the Fire Departments. We will have individuals walking in the parade with cell phones also.
4. Our emergency/medical plan is to have individuals walking with cell phones, as well as the City Police, County Sheriff, and Fire Departments.
5. We hope to have individuals driving along after the parade with a shovel and garbage can to clean up after the horses. I believe this should be the only clean up there will be for the parade. We do have a clean up committee to pick up at the Fairgrounds.

Please feel free to call me if there are any further questions to be answered at 961-2600 or cell phone number 249-0435.



Meeting Date: 07/02/2018

Subject

Prior and final approval applications for urban revitalization designation

Information

The following comprise a list of prior and final applications for Urban Revitalization Designation. The paperwork is in order.

Prior

Orton Homes - 1201 E. Madison - SFD - \$143,000 - 3 year tax abatement

Orton Homes - 1306 N. 9th Street - SFD - \$255,000 - 3 year tax abatement

Autumn Ridge Development - 1201 N. "N" Court - SFD - \$150,750 - 3 year tax abatement

Final

Steger Construction - 609-611 E. Scenic Valley Avenue - Townhome - \$269,500 - 5 year tax abatement

Autumn Ridge Development - 400 S. 8th Ct. #51/52 - Duplex - \$265,700 - 3 year tax abatement

CIO Properties - 302 E. Scenic Valley Avenue - Commercial Clinic - \$600,583

NOTE: All SFD's have the first \$75,000 abated.

Below is a list of permits issued through May 31, 2018 and previous years.

	2018		2017		2016		2015		2014	
SFD	11	\$1,831,200 \$166,473	20	\$3,532,380 \$176,611	18	\$1,587,700 \$176,078	9	\$1,587,700 \$176,078	11	\$2,074,909 \$188,628
Duplexes	4	\$1,115,000	3	\$819,800	3	\$954,600	0	0	1	\$241,500
MFD	0	0	1	\$375,900	3	\$11,744,453	1	\$21,500	1	\$426,350
Add/Alt	24	\$343,459	24	\$222,018	24	\$222,018	14	\$84,764	11	\$100,582
Non-Residential	22	\$8,413,587	15	\$7,308,287	15	\$7,308,287	10	\$10,531,299	14	\$10,368,890
Total	61	\$11,703,246	63	\$12,258,385	63	\$21,817,058	34	\$12,225,263	38	\$13,212,231

Fiscal Impact**Attachments**

No file(s) attached.

Subject

Claims on the computer printout for July 2, 2018

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	QTR AGREEMENT	06/19/2018	1,228.06	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			1,228.06	
AMERICAN PUBLIC WORKS ASSOCIATION				
AMERICAN PUBLIC WORKS AS	ANNUAL DUES	06/06/2018	196.00	ROAD USE TAX FU
Total AMERICAN PUBLIC WORKS ASSOCIATION:			196.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	06/22/2018	779.10	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			779.10	
AUBERT'S TOWING				
AUBERT'S TOWING	TOW - ABANDONED	05/21/2018	175.00	POLICE FUND
Total AUBERT'S TOWING:			175.00	
CINTAS CORPORATION				
CINTAS CORPORATION	RESTOCK MEDICINE CABINET	06/21/2018	27.58	SEWER FUND
Total CINTAS CORPORATION:			27.58	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	PAINTER - SUPPLY	06/18/2018	55.25	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			55.25	
CORE & MAIN				
CORE & MAIN	CLAMP	05/22/2018	298.35	ROAD USE TAX FU
Total CORE & MAIN:			298.35	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	CHURCH COED SB	06/18/2018	75.00	PARK & RECREATI
CRAWFORD, RICHARD L.	ADULT COED SB	06/21/2018	25.00	PARK & RECREATI
CRAWFORD, RICHARD L.	ADULT COED SB	06/07/2018	100.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			200.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	06/21/2018	16.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			16.00	
DLH GRAFX				
DLH GRAFX	TENNIS T-SHIRTS	06/14/2018	140.06	PARK & RECREATI
Total DLH GRAFX:			140.06	
ERGOMETRICS				
ERGOMETRICS	SHIPPING FOR TESTING MATERIALS	06/18/2018	32.50	FIRE FUND
Total ERGOMETRICS:			32.50	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
FARNER-BOCKEN				
FARNER-BOCKEN	PICKARD CONCESSIONS	06/18/2018	1,467.47	PARK & RECREATI
FARNER-BOCKEN	POOL CONCESSIONS	06/18/2018	1,245.50	POOL (MEMORIAL)
Total FARNER-BOCKEN:			2,712.97	
FIRE EMS ACADEMY				
FIRE EMS ACADEMY	ANNUAL SUBSCRIPTION	06/13/2018	1,980.00	FIRE FUND
Total FIRE EMS ACADEMY:			1,980.00	
GRAVES, RICK				
GRAVES, RICK	MILEAGE	06/21/2018	30.52	SEWER FUND
Total GRAVES, RICK:			30.52	
HART, NORMAN				
HART, NORMAN	WELLNESS MAY & JUNE	06/27/2018	50.00	SEWER FUND
Total HART, NORMAN:			50.00	
HENSON, STACY				
HENSON, STACY	REFUND FOR POOL PARTY	06/25/2018	50.00	POOL (MEMORIAL)
Total HENSON, STACY:			50.00	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	13,762.73	SEWER FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	5,064.56	SEWER FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	6,175.30	PARK & RECREATI
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	3,894.36	PARK & RECREATI
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	278.86	PARK & RECREATI
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	1,923.37	POOL (MEMORIAL)
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	4,180.26	POOL (MEMORIAL)
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	1,504.50	SEWER FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	7,585.68	GENERAL FUND
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	345.56	GENERAL FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	3,632.86	LIBRARY FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	300.77	LIBRARY FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	8,159.76	ROAD USE TAX FU
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	13,057.96	POLICE FUND
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	514.55	POLICE FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	1,251.84	PARK & RECREATI
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	1,927.75	PARK & RECREATI
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	100.96	PARK & RECREATI
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	174.33	FIRE FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	1,529.29	AMBULANCE FUN
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	1,858.20	AMBULANCE FUN
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	17,547.60	GENERAL FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	6,589.62	ROAD USE TAX FU
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	2,802.34	ROAD USE TAX FU
IA COMMUNITIES ASSURANCE	PROPERTY	06/20/2018	342.54	POLICE FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/20/2018	3,168.95	FIRE FUND
IA COMMUNITIES ASSURANCE	AUTO	06/20/2018	9,283.49	FIRE FUND
Total IA COMMUNITIES ASSURANCE POOL:			116,957.99	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	J0613 - IT	04/30/2018	56.50	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	J0613 - IT	05/31/2018	58.44	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER	06/13/2018	198.45	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	06/15/2018	108.38	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	06/15/2018	.60	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	06/15/2018	.05	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	06/15/2018	800.56	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	06/15/2018	15.01	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	06/15/2018	25.26	FIRE FUND
Total INFOMAX OFFICE SYSTEMS INC.:			1,263.25	
IOWA LEAGUE OF CITIES				
IOWA LEAGUE OF CITIES	MEMBER DUES 2018-19	06/15/2018	5,673.00	GENERAL FUND
Total IOWA LEAGUE OF CITIES:			5,673.00	
J & K CONTRACTING LLC				
J & K CONTRACTING LLC	MORLOCK LIFT STATION DOWNSTREAM G	06/11/2018	440,929.84	SEWER CAPITAL P
Total J & K CONTRACTING LLC:			440,929.84	
JCG LAND SERVICES INC				
JCG LAND SERVICES INC	TITLE REPORTS FOR HWY 92/15TH ST SEW	06/18/2018	450.00	SEWER CAPITAL P
Total JCG LAND SERVICES INC:			450.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - JULY 2018	06/22/2018	2,787.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,787.00	
MC COY HARDWARE INC				
MC COY HARDWARE INC	CAPS FOR PIPE	06/20/2018	2.05	ROAD USE TAX FU
MC COY HARDWARE INC	KEYS TO CONCESSION BLDG	06/21/2018	4.12	PARK & RECREATI
Total MC COY HARDWARE INC:			6.17	
MCCOY, MELISSA				
MCCOY, MELISSA	WELLNESS - MAY & JUNE	06/21/2018	42.20	GENERAL FUND
Total MCCOY, MELISSA:			42.20	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	CHURCH COED SB	06/18/2018	75.00	PARK & RECREATI
MCINTYRE, CRAIG	ADULT COED SB	06/21/2018	25.00	PARK & RECREATI
MCINTYRE, CRAIG	ADULT COED SB	06/07/2018	100.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			200.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	74080-22010 FUEL HEAT	06/25/2018	60.55	GENERAL FUND
MID AMERICAN ENERGY CO.	UTILITIES	06/18/2018	18.01	FIRE FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	06/19/2018	56.82	SEWER FUND
MID AMERICAN ENERGY CO.	BUILDING - HEAT	06/19/2018	17.01	POLICE FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	06/15/2018	41.71	SEWER FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	06/15/2018	74.35	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MID AMERICAN ENERGY CO.	UTILITIES	06/18/2018	12.07	FIRE FUND
Total MID AMERICAN ENERGY CO.:			280.52	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	STORM SEWER COLLAPSE	06/13/2018	1,547.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			1,547.00	
OFFICE TEAM				
OFFICE TEAM	TEMP EMPLOYMENT	06/19/2018	660.20	GENERAL FUND
Total OFFICE TEAM:			660.20	
PARK, KRIS				
PARK, KRIS	CHURCH COED SB	06/18/2018	75.00	PARK & RECREATI
PARK, KRIS	ADULT COED SB	06/07/2018	75.00	PARK & RECREATI
Total PARK, KRIS:			150.00	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	06/22/2018	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMPSON COLLEGE				
SIMPSON COLLEGE	ZONE WORK STUDY	06/14/2018	415.61	PARK & RECREATI
Total SIMPSON COLLEGE:			415.61	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	STREET MASTER PLAN	06/07/2018	2,400.00	STREET CAPITAL
SNYDER & ASSOCIATES INC	MISC ENGINEERING SERVICES	06/07/2018	390.00	GENERAL FUND
SNYDER & ASSOCIATES INC	SOUTH K ST STREETSCAPES PHASE 3	06/07/2018	240.00	STREET CAPITAL
SNYDER & ASSOCIATES INC	2018 CAPITAL STREET IMPROVEMENT	06/07/2018	2,655.00	STREET CAPITAL
SNYDER & ASSOCIATES INC	SPONSORED STORMWATER PORJECTS	06/15/2018	13,725.00	STORMWATER UTI
Total SNYDER & ASSOCIATES INC:			19,410.00	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE	06/12/2018	43.96	FIRE FUND
U.S. CELLULAR	CELL PHONES -3	06/12/2018	105.39	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONES - 2	06/12/2018	93.09	SEWER FUND
U.S. CELLULAR	CELL PHONES - 2	06/12/2018	81.33	PARK & RECREATI
Total U.S. CELLULAR:			323.77	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	06/15/2018	318.61	POLICE FUND
Total VERIZON WIRELESS:			318.61	
Grand Totals:			599,469.88	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
-------------	-------------	--------------	--------------------	------

City Council: _____

Meeting Date: 07/02/2018

Subject

Resolution amending the council policy by adding an EMS Write Off Policy

Information

In your packet is the resolution approving the addition of an EMS Write Off Policy to the council policy.

Highlights of the policy include:

- The City of Indianola Fire Department shall bill all patients through its contracted vendor
- The department and contractor shall monitor due and unpaid bills and issue a written monthly report on all delinquent accounts 90 days or greater to the Finance Director and Fire Chief
- Authority to write off delinquent accounts will be retained by the Indianola City Council as recommended by the Finance Director and Fire Chief

Roll call is in order.

Fiscal Impact

Attachments

Resolution

EMS Write Off Policy

RESOLUTION NO. 2018-_____

RESOLUTION APPROVING AN EMS WRITE OFF POLICY

WHEREAS, the Indianola City Council in reviewing its policies believes it is in the best interest of the citizens of Indianola for the Council to approve and add the EMS Write Off Policy.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of Indianola that the existing policy is hereby approved with the attached EMS Write Off Policy.

DATED this 2nd day of July 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

EMS Billing Write off Policy and Payment Plan

PURPOSE:

This policy provides guidance when EMS bills will be written off or payment plan imposed

POLICY:

1. The City of Indianola Fire Department shall bill all patients through its contracted vendor, in accordance with local, state and federal (including Medicare and Medicaid) business billing and collection laws and practices.
2. The department and contractor shall monitor due and unpaid bills and issue a written monthly report on all delinquent accounts 90 days or greater to the Finance Director and Fire Chief outlining:
 - Financially responsible party
 - Total amount due/delinquent
 - Original date of service
 - Billing history
3. The Finance Director and Fire Chief collectively will take one of the three following actions related to delinquent accounts:
 - Authorize the bill to be forwarded to Iowa State Income Offset Program
 - Authorize the Billing Contractor continue efforts
 - Recommend the account be written off
4. Authority to write off delinquent accounts will be retained by the Indianola City Council as recommended by the Finance Director and Fire Chief. Write-offs may be based on (but not limited to):
 - Inability to locate financially responsible party (mail skip)
 - Deceased with no remaining assets
 - Balance on insurance companies that we are required to accept the assigned amount (Examples-Medicare, Medicaid, Medicare Railroad, Medicare HMO's, Tricare/Champus)
 - Anyone that submits notice of bankruptcy
 - Anyone that can provide proof of income and that income falls below 150% of the federal poverty guideline that are set each year.
 - Small balance write-off, any balance below \$20.00
5. Payment Plans
Use the IMX Standard Process
 - If the patient is unable to pay the balance in full, then they may participate in a standard payment plan.
 - The patient's balance is divided equally into 6 or less monthly payments
 - Payments in the amount agreed upon must be received on time (every 30 days) to remain on the payment plan.

- If the patient does not comply with the agreed upon payment plan, they will be dropped from the payment plan and continue through the collection process up to being turned over to Iowa Income Offset Program once applicable.

6. Deceased Patients

- Charges for DOA's should be billed to insurance only. Patients and/or family members should not be billed for copays/coinsurance/deductibles or non-covered charges. All balances not paid by insurance should be written off.

Meeting Date: 07/02/2018

Subject

Discussion and direction regarding the draft noise ordinance

Information

In your packet is the draft noise ordinance the City Council Administrative and Policy Committee has prepared. The draft ordinance includes:

- Purpose
- Scope of Regulations
- Definitions
- Noise Disturbance Prohibited
- Sounds not allowed
- Noise Permits
- Exceptions to this Chapter

The ordinance would be effective January 1, 2019.

Fiscal Impact

Attachments

Draft Noise Ordinance

CHAPTER ____

NOISE CONTROL

Purpose	Sounds Not Allowed
Scope of Regulations	Noise Permits
Definitions	Exceptions to this Chapter
Noise Disturbance Prohibited	

PURPOSE.

The purpose of this chapter is to establish standards for the control of excessive sound and vibration in the City thereby protecting the public's health, safety, and general welfare.

SCOPE OF REGULATIONS.

This chapter applies to the control of all noise originating within the limits of the City, except in the following cases:

1. A State or Federal agency has adopted a different standard or rule than prescribed within this chapter which preempts the regulation of noise from a particular source so as to render this chapter inapplicable, or
2. The Council has determined that, by reason of public acceptance of the activity producing a particular noise or noises, such noise is deemed acceptable to the residents of the City.

DEFINITIONS.

Unless otherwise expressly stated or the context clearly indicates a different intention, the following terms have the following meanings. Definitions of technical terms used in this chapter which are not herein defined shall be obtained from publications of acoustical terminology issued by the American National Standards Institute (ANSI):

1. "Application" means the application submitted to the City requesting a noise permit.
2. "Emergency" means any occurrence or set of circumstances involving actual or imminent physical or psychological trauma or property damage which demands immediate action.
3. "Emergency work" means any work performed for the purpose of alleviating or resolving an emergency.
4. "Motorcycle" means any two or three-wheeled motor vehicle.
5. "Motor vehicle" means any motor-powered vehicle designed to carry at least one passenger or driver and of the type typically licensed for use on the public highways. (Note: "motor vehicle" includes most motorcycles.)

6. “Noise” means any sound which disturbs humans or which causes or tends to cause an adverse psychological or physiological effect on humans.
7. “Noise disturbance” means those sounds defined as “sounds not allowed” Section ____ of this chapter.
8. “Person” means, unless used in such a manner to denote only a human being, any firm, partnership, domestic or foreign corporation, association, joint stock company, trust or other association or entity, City, County or State government and subdivisions or agencies thereof, and the Federal government and subdivisions and agencies thereof.
9. “Public right-of-way” means the traveled portion of any street or alley or similar place which is owned or controlled by the City or other governmental entity.
10. “Real property boundary” means an imaginary line along the ground surface, and its vertical extension, which separates the real property owned by one person from that owned by another person, but not including intra-building real property division.
11. “Recreational vehicle” means any motor-powered vehicle designed to carry at least one passenger or driver and equipped for use in racing or other recreational events or uses off of public right-of-way on public or private property; except, however, for the purposes of this chapter, any such vehicle which is licensed for use on the public highways is deemed a “motor vehicle” (or “motorcycle” if two or three-wheeled) and not a “recreational vehicle.” (Examples of recreational vehicles are snowmobiles, mini-bikes, stockcars, or motorboats.)
12. “Residential property” means any property on which is located a building or structure used wholly or partially for living or sleeping purposes.
13. “Sound equipment” means any audio equipment designed to produce, reproduce or amplify sound, except; however, “sound equipment” does not include sirens and other equipment used to alert persons to the existence of an emergency; equipment used by law enforcement and other public safety officials in the performance of their official duties; church carillons, bells or chimes; mobile radio or telephone signaling devices; and automobile and truck radios, tape decks or players or other such standard equipment used and intended for the use and enjoyment of the occupants provided that the sound emitted therefrom is not audible for more than fifty (50) feet from such automobile or truck.
14. “Sound level” means the weighted sound pressure level obtained by the use of a sound level meter and frequency-weighting network, such as A or C, as specified in the American National Standards Institute (ANSI) specifications for sound level meters, or latest approved revision thereof.

15. “Sound level meter” means an ANSI Type 1 or Type 2 approved instrument which includes a microphone, sound pressure detector, integrator or time averaging device, output meter, and weighting networks used to measure different kinds of noise.
16. “Sound pressure” means the instantaneous difference between the actual pressure and the average barometric pressure of a given point in space, as produced by sound energy.
17. “Vibration” means an oscillatory motion of solid bodies of deterministic or random nature described by displacement, velocity, or acceleration with respect to a given reference point.

_____ NOISE DISTURBANCE PROHIBITED.

It is unlawful for any person to willfully make, continue, cause, or allow any noise disturbance within the City.

_____ SOUNDS NOT ALLOWED.

The term “noise disturbance” means any of the following sounds:

1. Alarm Testing. The sound emitted by the intentional sounding outdoors of any privately-owned fire alarm, burglar alarm, siren, whistle, or similar stationary emergency signaling device for the essential testing of such device, when conducted between the hours of 5:00 p.m. and 8:00 a.m.
2. Automobile Radios. The sound emitted by an automobile or truck radio, tape deck or compact disk player, or other such standard equipment used and intended for the use and enjoyment of such vehicle’s occupants, if the sound emitted therefrom is audible for more than 50 feet, at all times.
3. Exterior Construction Noise. The sound made by privately owned and operated tools or equipment in the erection, demolition, excavation, drilling, or other such construction work, which is received between the hours of 9:00 p.m. and 6:00 a.m. on weeknights and between the hours of 9:00 p.m. and 8:00 a.m. on Saturday and Sunday, unless the activity is occurring on property zoned as commercial or industrial which shall be exempt from time provisions.
4. Engine Brake Noise. The sound made by an engine brake device of a diesel engine truck, at all times.
5. Engine Repairs and Testing. The sound made by the repairing, rebuilding, modifying, or testing a motor vehicle or recreational vehicle which is received between the hours of 9:00 p.m. and 7:00 a.m., unless the activity is occurring on property zoned as commercial or industrial which shall be exempt from time provisions.
6. Injurious or Disturbing Sounds Generally. Any sound which endangers or injures the health, safety or welfare of a human being, disturbs a reasonable human being of normal

sensitivities, or causes or tends to cause an adverse physiological or physical effect on human beings, or devalues or injures property, at all times.

7. **Lawn and Garden Equipment.** The sound emitted by motor-powered, muffler-equipped, lawn and garden equipment operated between the hours of 9:00 p.m. and 7:00 a.m. Golf courses are exempt from lawn mower operation restrictions, unless the activity is occurring on property zoned as commercial or industrial which shall be exempt from time Provisions.
8. **Loading and Unloading.** The sound made by outdoor loading, unloading, opening, closing, or handling of boxes, crates, containers, building materials, trash cans, receptacles, and/or dumpsters, between the hours of 9:00 p.m. and 7:00 a.m. unless the activity is occurring on property zoned as commercial or industrial which shall be exempt from time provisions.
9. **Musical Instruments.** The sound made by a drum, horn, reed and/or string instrument, or other musical instrument or device, which is received between the hours of 9:00 p.m. and 7:00 a.m.
10. **Noisy Exhaust System.** The sound made by a motor vehicle or a recreational vehicle whose exhaust system is defective or has been modified by the installation of a muffler cutout or bypass, at all times.
11. **Off-road Motorcycle and Recreational Vehicle Noise.** The sound made on private or City-owned property other than a public right-of-way by a motorcycle or recreational vehicle and received between the hours of 9:00 p.m. and 7:00 a.m., provided; however, the sound made by a motorcycle when traveling from private property to a public right-of-way, or vice versa, in pursuance of normal ingress or egress for purposeful transportation is not a “noise disturbance” unless made so by some provisions of this section.
12. **Model Vehicles.** The sound made by the operation of a powered model vehicle which is received between the hours of 9:00 p.m. and 7:00 a.m.
13. **Racing.** The sound made by a motor vehicle on private or public property during any racing event or time trial after 10:30 p.m.
14. **Screeching Tires.** The sound made by the intentional screeching or squealing of the tires of a motor vehicle, at all times.
15. **Sound Equipment.** The sound made by sound equipment (see definition under Section _____) operated upon the public right-of-way, or in any building, or upon any public or private premises, if plainly audible from any public right-of-way within the City, unless the person using, operating, or causing to be used or operated, the sound equipment possesses a current noise permit and the actual use or operation of such sound equipment

is not inconsistent with the statements made in the application, the conditions imposed in the noise permit, or the limitations specified in Section ____ of this chapter, at all times.

____ NOISE PERMITS

No person shall use, operate or cause to be used or operated any sound equipment or conduct any events including racing, upon the public right-of-way, in any building or upon any public or private premises, if the sound emitted is plainly audible from the public right-of-way within the City, unless such person has obtained a noise permit in accordance with this section (this will replace Chapter 40.08 of our code of ordinances), and the actual use or operation of such sound equipment or event is not inconsistent with the statements made in the application, the conditions imposed in the permit or the limitations specified in subsection 4 of this section. A noise permit shall not be transferable, and it shall be conspicuously displayed on or adjacent to the sound equipment or at the event.

1. Application for Permit. Applications for noise permits shall be made in writing to the City Clerk and shall contain the following information:
 - A. Name, address, phone numbers, and signature of applicant.
 - B. The purpose of the event or for which the sound equipment will be used.
 - C. The location of the event or where the sound equipment will be used.
 - D. The City shall not issue a noise permit that extends past midnight.
 - E. The sound made by a motor vehicle or recreational vehicle on private or public property during any racing event shall end at 10:30 p.m.
 - F. A general description of the sound equipment, including the license number of any motor vehicle upon which it is to be operated.
 - G. Any other information as may be required by the City Clerk.
 - H. Permit applications and fees must be received at least ten (10) business days before the event.
2. Issuance of Permit. Applications for noise permits shall be reviewed by the Police Chief and City Manager and then issued or denied by the City Clerk. Events that have received prior complaints, or, are multiple days (does not need to be sequential) shall have council approval.
3. Appeal. If the City Clerk refuses to issue a license, the City Clerk shall make a part of the record the reasons therefor. The applicant shall have a right to appeal the Council at its next regular meeting. The Council may reverse, modify, or affirm the decision of the City Clerk by majority vote of the Council members present and the City Clerk shall carry out the decision of the Council.
5. Limitations. Any other language in this section to the contrary notwithstanding, a sound equipment permit shall not be issued if:
 - A. The sound to be emitted by the sound equipment is other than human speech or music.
 - B. The sound to be emitted by the sound equipment would be a noise disturbance under Section ____ of this chapter (other than subsection ____ of said section).

A noise permit issued in violation of this subsection ____ is void and of no force and effect.

6. Conditions. The City Manager or the City Manager's designee may impose reasonable conditions and requirements to be met or fulfilled by the noise permit holder preliminary to or at the time of the use or operation of the sound equipment. Such conditions and requirements shall be those necessary or advisable to protect the health, welfare and quality of life of the residents of the City and may include, without limitation, setbacks, fences, walls or other screening necessary to mitigate noise, restrictions on the time of day the sound equipment can be used or operated, restrictions on the level of the sound to be produced and restrictions on the number of minutes or consecutive minutes (or other units of time) that the sound equipment may be used or operated during any one hour or day (or other units of time).
7. Time. Noise permits shall not extend after midnight.
8. The Indianola Police Department is responsible for enforcement.

Should the applicant(s) holding said events not attentively observe all limitations and restrictions to be found in this chapter relating to noise permits, the City authorities will have full authority to stop such event and recommend future events be denied. The applicant and/or site owner or lessee shall be responsible for any violations of this Code.

____ EXCEPTIONS TO THIS CHAPTER.

This chapter shall not apply to the following:

1. The emission of sound for the purpose of alerting persons to the existence of an emergency. This is to include the public address systems.
2. The emission of sound in the performance of emergency work.
3. Rail and air transportation and public mass transportation vehicles.
4. The emission of sound from church bells, carillons, or chimes.
5. The emission of sounds in conjunction with a religious celebration.
6. The emission of sounds from sound equipment made by students, employees or the general public while in attendance at any school-sponsored event or any City sponsored, hosted or funded event using sound equipment with approval from the City Manager.
7. The emission of sounds made by participants and observers of any parade that has been approved by the Council.
8. The sound made or caused to be made by City, school or State-owned or hired equipment or facilities for the conduct of City, school or State operations.
9. The emission of sound associated with the business operations of a company located on property zoned as retail, commercial or industrial during the hours in which the company conducts business operations to include loading and unloading at any time. This exception does not include amplified sound or music.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect January 1, 2019.

PASSED AND APPROVED this ____ day of _____, _____.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 07/02/2018

Subject

Consider nominations to the Civil Service Commission and Library Board

Information

The Council will need to consider the Mayor's nominations to:

Civil Service Commission

Kerri Przybylski - a term to begin immediately and expire April 2, 2023, (resume is in your packet)

Jason Trotter - a term to begin immediately and expire April 2, 2019 (resume is in your packet)-replaces Wayne Peterson

Library Board

Cyd Dyer - a term to begin immediately and expire July 1, 2024 (resume is in your packet)

Colleen Willmott - a term to begin immediately and expire July 1, 2024 (resume is in your packet)

Roll call is in order.

Fiscal Impact

Attachments

Kerri Przybylski App

Jason Trotter App

Cyd Dyer App

Colleen Willmott App



CITY OF INDIANOLA
VOLUNTEER APPLICATION FORM
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Name: Kerri Przbylski			
Street Address: 805 W. Scenic Valley Dr.	City: Indianola	State: Ia	Zip: 50125
E-Mail: kerrip@kw.com			
Phone Home: 515-991-8101	Cell:	Work:	
Gender: Female	Age (Optional):	Race (Optional):	

Please attach a Resume or Bio

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Inactive Boards and Commissions:

Indianola Fine Arts & Community Beautification Commission
Indianola Commission on Substance Abuse & Risk Behavior
Indianola Senior Citizen Commission
Indianola Non-Judicial Human Relations Commission
Cable & Communications Commission
Indianola Commission on Youth Affairs

Please submit this form along with your resume or bio to:

Email: dbowlin@indianolaiowa.gov

or

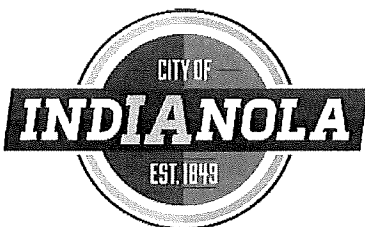
Mail:
Indianola City Hall
Attn: Diana Bowlin, City Clerk
110 N. 1st Street
Indianola, Iowa 50125



Indianola resident Kerri Przybylski grew up in Chicago, and made her way to Iowa when she chose Drake University as her college, graduating with a B.S. in Education. She shared her love of education teaching for Des Moines School District for two years.

She is an 18 year veteran of the Des Moines Fire Department, but started her civil service career as a Police Cadet assigned to Police/Fire Dispatch. Once realizing being on the fire department was her passion, she became a Firefighter/EMT. She also became part of the technical rescue team, holding certifications in Rope Rescue I & II, high angle, confined space, and trench rescue. In 2009, she promoted to the position of Fire Engineer/Driver Operator. She has worked in some of the busiest stations in Des Moines, and 2017 resulted in a record number of calls for the department.

Kerri's second passion is being a Realtor with Keller Williams. On her off days she loves helping clients navigate the buying and selling process. She also enjoys being outdoors and hiking the many trails Indianola provides.



OFFICE OF CITY CLERK

JUN 25 2018

INDIANOLA, IOWA

CITY OF INDIANOLA
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Name: Jason Trotter			
Street Address: 807 North V St	City: Indianola	State: IA	Zip: 50125
E-Mail: jtrotter@prointeltech.com			
Phone Home: 515-778-7039	Cell: 515-778-7039	Work: 866-492-3218	
Gender: Male	Age (Optional): 44	Race (Optional):	

Please attach a Resume or Bio

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or

Mail:

Indianola City Hall
Attn: Diana Bowlin, City Clerk
110 N. 1st Street
Indianola, Iowa 50125

Jason C Trotter

807 North V St, Indianola IA 50125 515-778-7039 jaytrot@mchsi.com

STRATEGIC TECHNOLOGY & LEADERSHIP EXECUTIVE

ENTERPRISE TECHNOLOGY VISIONARY
CREATIVE LEADERSHIP & TEAM DEVELOPMENT
MOTIVATED – DIRECTED – OUTSTANDING ORGANIZATIONAL DEVELOPMENT

With over 20 years in operations and leadership, Jason has cultivated a distinguished reputation and a proven track record. Noted for team building and a high aptitude for creativity, Jason is a seasoned and accomplished professional, a strategic thinker, a team builder, a nurturing leader, and well-known for his commitment to the mission. He exhibits strong troubleshooting and analytical skills, and expertly combines managing expectations with exceptional communications.

PROFESSIONAL EXPERIENCE & SELECTED ACCOMPLISHMENTS

Progressive Intelligence Technologies, Owner/Founder

11/2011 to Current

As an entrepreneur of a startup, I've crafted and developed every aspect of the business. Aside from my many roles (visionary, leader, organizer, and chief creative), I've called on every skill and business lesson of the previous decades.

- Understand, in depth, the business of our clients (almost exclusively state & local government public safety, building & planning/community development, utilities, etc).
- Organizational Management, Mission/Vision/Values, Overall Company & Product Strategy
- Product Management (concept, strategy, execute, evaluate, repeat)
- Developed Communications/Marketing, Business Development, Sales Organization
- Cultivate a strong workforce

Group 1 Inc., Vice President

10/2010 to 11/2011

At Group 1, we provided technology to Emergency Responders. I called on previous experiences to stabilize, improve, and advance the overall organization, product offering, and team. A particular challenge, where I found great success, was managing both stakeholder expectations and client-facing business operation. As a result of collaboration with executives in my client organizations, these firms were able to optimize their field operations and decision making. The culture that we fostered and the teams that we built became a strong force in growth and retention of our clients in an ever increasingly competitive marketplace.

Xerox, National Sales Director

1/2008 to 10/2010

This position had the responsibilities of previous position, and added the management of "outside" sales representatives. I coordinated both internal and external sales resources and guided the organization to continued success throughout the rest of my employment. Additional responsibilities typically included working with company executives and business owners. I provided analysis of existing process gaps and opportunities to enhance business performance.

ACS Inc., Sales Manager

8/2005 to 1/2008

Under ACS, I continued many of the same roles while assuming a number of new ones including business analysis, business guidance, product vision, etc. Until I assumed the National Sales Director role, I had largely focused on a consultative sales approach to enable my clients to automate and optimize their business operations.

- Earned Presidents awards for exceeding performance (prestigious award)
- Responsible for ALL of the major accounts and opportunities
- Entrusted to manage the transition (successfully executed)
- Strengthened relationships with clients and partners
- Continued to develop the internal sales team, earning the Directorship ahead of the transition to Xerox.

- Communications Specialist – Media, Marketing, Messaging, Social Media, Crowd Management

Visionary Systems, *Management - Product & Quality Management, Sales* 5/1997 to 8/2005

At Visionary Systems, I began in the mail room while completing my educational interest and my paramedic certification. In short-order, I earned numerous promotions including customer service, technical support, testing & quality control, and levels of management. I earned the latitude to receive customer requirements, uniquely fit them into the development cycle, lend vision and direction to the quality control and ensure all stakeholders were informed to ensure successful launch of new product. I was credited with revolutionizing the way we delivered sales, support, and training. In the end, I was selected to represent ACS to high profile clients, and to engineer a smooth transition through the acquisition.

- Developed and performed high-tech quality control procedures, including performance measurement (business analytics)
- Developed and organized process and teams of individuals performing various product-centric tasks
- Located & Sold New Accounts, and developed relationships that still do business today.
- Developed and lead a very successful sales organization
- Supported agile technology engineering strategies
- Managed stakeholder/client expectations, developed use-case scenarios, communicated with developers, provided quality control and functional testing, delivered end product to stakeholders.

Stone Container Corp, *Press Operator+ all Floor Positions* 12/1992 to 6/1999

Over the course of 7 years at Stone Container, I had the opportunity to work in various aspects of the company. I operated nearly every machine in the facility, earning my way into the printing department as a press operator. In later years, I had the opportunity to take a leadership role in technology and helping with QA/QC. As a result of leadership success, my team was actually selected to represent the company in an industry magazine.

EDUCATION

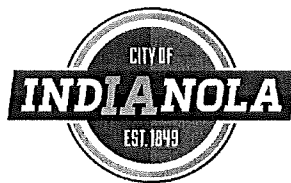
Advanced Training

- Xerox Professional Selling Skills
 - Leadership, Culture, and Professional Development Seminars (20+, too many to list)
 - Continuous Processional Advancement, Ex: Self-Study Agile Development Methodologies
- I constantly studying my craft with 400+ books (thousands of hours) on business operations, management & leadership, sales/techniques/strategies, organizational change, professional improvement and much more.

Formal Education (Associate of Science EMS/Education)

- AS Degree - Mercy College of Health Sciences, Des Moines IA
- Paramedic Certification - Mercy College of Health Sciences, Des Moines IA

OTHER: Strong business acumen, excellent verbal, written, & presentation skills, analytical & creative. Specific Interests include; Former Indianola Firefighter/EMT, Family, Travel, Hunting, Fishing, Working with Indianola Middle School and Indianola High School Students in an after school technology program and statewide capstone competition.



OFFICE OF CITY CLERK

JUN 15 2018

INDIANOLA, IOWA

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Name: Cyd Dyer			
Street Address: 400 S. 8 th Ct Unit 23	City: Indianola	State: IA	Zip: 50125
E-Mail: cyddyer@gmail.com			
Phone Home: NA	Cell: 515-971-7557	Work: 515-961-1519	
Gender: F	Age (Optional):	Race (Optional):	

Please attach a Resume or Bio

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☐ - **Memorial Aquatic Center Commission** – meets quarterly at 5:30 p.m. at the Activity Center. The commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran’s Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.

Indianola Commission on Substance Abuse and Risk Behavior – This Commission shall encourage cooperation and coordination of all information and education programs on substance abuse and risk behavior. The commission consists of 11 members serving 3-year terms

Indianola Commission on Youth Affairs – This Commission shall encourage cooperation and coordination of all information and education programs on youth affairs. The commission consists of 12 members serving 2-year terms.

Cable and Communications Commission – This Commission acts as the local regulatory agency for any and all cable communications systems, to monitor the Grantee’s performance, programming and operation under the provisions of this permit and any subsequent ordinance pertaining to the cable communications system.

☐ - **Indianola Fine Arts & Community Beautification Commission** – This commission shall encourage the cooperation and coordination of projects in the field of fine arts that will enhance the cultural level of the arts in the community. The commission consists of 9 members who serve 3-year terms.

Indianola Senior Citizens Commission – This Commission shall encourage cooperation and coordination of all information and education programs for senior citizens. The Commission will encourage the public understanding of the current affairs affecting the lives of senior citizens. The commission consists of 5 members who serve 3-year terms

Indianola Non-Judicial Human Relations Commission - This Commission shall encourage cooperation and coordination of all projects promoting human and civil rights and encourage citizens as well as government and private entities to maintain a commitment for the protection and preservation of civil rights, individual liberties and equal opportunity for all person. The commission consists of 9 member who serve 3-year terms..

Please submit this form along with your resume or bio to: Indianola City Hall, Attn: Diana Bowlin, City Clerk, 110 N. 1st Street, Indianola, Iowa 50125

CYNTHIA M. DYER

Dunn Library -- Simpson College -- Indianola IA 50125
515-961-1519/ cyd.dyer@simpson.edu

EDUCATION:

M.A.	Library & Information Science	University of Iowa	1978
B.A.	Communication Studies	University of Iowa	1977

PROFESSIONAL EXPERIENCE:

Dunn Library, Simpson College
College Librarian/ Archivist 2002-
Professor 2001-
Associate Professor 1994-2001
Assistant Professor 1984-1994
Director of Library Services / Library Director 1983-2002
Technical Services Librarian and Instructor 1978-1983

PRESENTATIONS

Dyer, C., Koch, T., & Rees, P. (2014). "CI-CCI: A New Model For Shared Print Collections Develops in Iowa." Iowa Library Association/ Association of College & Research Libraries Spring Conference, 2 May 2014.

Dyer, C., Koch, T., & Rees, P. (2014). "Good Things Come In Small Packages: Getting the Most from Shared Print Retention and Cooperative Collection Development with a Small Group of Libraries," 34th Annual Charleston Conference, 6 Nov 2014.

PUBLISHED PAPER

Teresa Koch, Cyd Dyer, and Pamela Rees, "Good Things Come in Small Packages: Getting the Most From Shared Print Retention and Cooperative Collection Development With a Small Group of Libraries" (2014). *Proceedings of the Charleston Library Conference*.

PROFESSIONAL ENGAGEMENT

Grand View University Library Advisory Committee, 2015-2018
Iowa Center for the Book Literacy Award committee 2015, 2016
Central Iowa Collaborative Collections Initiative (CI-CCI) 2013-
Iowa Innovative Users Group 2012-
American Library Association/ Association of College and Research Libraries
Iowa Library Association 1977- ; President 1989
Iowa Library Association/ Association of College and Research Libraries 1978-
Iowa Private Academic Libraries 1978- ; Chair 1985-86
Iowa Library Association Foundation 1990-1999; President 1993-1994

CAMPUS ENGAGEMENT

Honors Advisory Council 2017-
Capital Campaign Committee, ex officio 2016-2021
May Term faculty, Costa Rica 2017
May Term Shadow faculty, Yucatan 2015
50 years@Dunn programming 2014
Joseph W. Walt Estate Co-executor 2013-2014
CIC Information Fluency & World Language Conference, South Carolina 2013
'Visioning our future' library program review May 2011
Sesquicentennial Committee 2009-2010 (kickoff & book subcommittees)
Indianola Public Library on III system 1998, 1999
Wee Care Volunteer 1995-2000
Author, BENEATH THE WHISPERING MAPLES dust jacket 1995
Dunn Library 25th Anniversary Chair 1989 (Presenter, Board of Trustee Spouses 1989)
Quasiquicentennial Committee 1984-86
Epsilon Sigma 1983-

COMMUNITY ENGAGEMENT

Indianola Public Library Patron Services Librarian search 2016
Tai Chi instructor, Indianola YMCA 2015-
Indianola Parks & Recreation, Board and President/Vice President, 2012-2017
Warren County Philanthropic Partnership, Board member & grant scorer 2011-2017
Citizens for Indianola's Future (Wellness Center), Presentation Coordinator, Jan-Feb 2011
WeLIFT Interview class facilitator, 2010-2013
Indianola RAGBRAI Information Centers Chair 2009
District 6000 Rotary Youth Exchange Committee 2008-2012
Indianola Public Library Volunteer/Focus Group participant 2008
Big Brothers Big Sisters of Central Iowa, Indianola Advisory Board 2006-2010
Indianola High School Wall of Distinction Committee 2005-
Warren County Leadership Institute 1999-2000
P.E.O. B.P. Chapter 1997-
Indianola Community School District Board of Directors 2001-2011; President 2006-07
Indianola Rotary 1989-2016
Trinity Presbyterian Church 1986- ; Elder, Deacon, Visioning Team, 2015-2016
Simpson Guild 1978- ; President 1995-96

HONORS:

Featured on 2nd annual *Women impacting Simpson* calendar 2010
WHO'S WHO IN AMERICAN EDUCATION 8TH ed. 2007-08
WHO'S WHO IN AMERICA 61st ed. 2006; 63rd ed. 2008; 64th ed. 2009
Indianola Chamber of Commerce's Indianola/Simpson Community Service Award 1998
MOST ADMIRABLE MEN AND WOMEN OF THE YEAR 1995-96
WHO'S WHO OF AMERICAN WOMEN, 18-20th eds. 1993-97; 25th ed. 2006
WHO'S WHO AMONG YOUNG AMERICAN PROFESSIONALS, 2nd ed. 1992-93
WHO'S WHO OF EMERGING LEADERS IN AMERICA, 4th ed. 1992
WHO'S WHO IN THE MIDWEST, 22nd-25th ed. 1990-96
Epsilon Sigma (Simpson scholastic honorary) 1983
OUTSTANDING YOUNG WOMEN OF AMERICA 1982
Beta Phi Mu 1978
Phi Beta Kappa 1977
Delta Gamma Fraternity 1975

May 2018



OFFICE OF CITY CLERK

JUN 25 2018

INDIANOLA, IOWA

CITY OF INDIANOLA
VOLUNTEER APPLICATION FORM
TO SERVE ON A CITY BOARD AND COMMISSION

There are numerous Boards and Commissions to advise the City Council. Appointments are approved at a Council meeting when terms have expired or vacancies occur. Interested residents must complete this form and submit it to the City Clerk at 110 N. 1st Street.

To be considered, interested individuals must be Indianola residents. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interest citizens. The City of Indianola desires to have diverse representation on the Boards and Commissions to reflect the age, race/ethnicity and gender of the Indianola community. All appointments are made during the City Council meetings that take place on the first and third Monday.

Name: Colleen Willmott			
Street Address: 707 North W St	City: Indianola	State: IA	Zip: 50125
E-Mail: ccwillmott@mchsi.com			
Phone Home:	Cell: 515-971-6561	Work:	
Gender: Female	Age (Optional): 44	Race (Optional):	

Please attach a Resume or Bio

☐ - **Board of Adjustment/Appeals** – meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. This Commission is appointed by the City Council.

☐ - **Civil Service Commission** – meets on call. The commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The commission consists of three members that serve 4-year terms.

☐ - **IMU Board of Trustees** – meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.

☒ - **Library Board of Trustees** – meets the first Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures and rooms and personnel. The Board consists of seven members serving 6-year terms.

☐ - **Park and Recreation Commission** – meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The commission consist of six members serving 3-year terms.

☐ - **Planning & Zoning Commission** – meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The commission consists of 10 members who serve 5-year terms. This Commission is appointed by the City Council.

THESE TWO ARE NOT

THE SAME

THEY ARE

Colleen Willmott

ccwillmott@mchsi.com

515-971-6561

"Volunteering is the ultimate exercise in democracy. You vote in elections once a year but when you volunteer, you vote every day about the kind of community you want to live in." -Unknown

Education

Central Michigan University
Mt. Pleasant, Michigan
B.S.B.A.

- Majors: Logistics Management and Hospitality Services
- Minors: Marketing and Accounting

About Me

Our family moved to Indianola in 2008. I was a stay-at-home mom and the library was our first stop! My kids and I enjoyed the programs and the people we met at the library. After our first Summer Reading Program experience, I knew I had to find a way to give back. That is when I heard about The Friends of the Indianola Public Library Foundation. Being a part of that organization has been a very rewarding experience. I have met countless people and been a part of projects that I feel truly make our community a better place.

People who know me would tell you that when I commit myself to a project I put forth all of the effort necessary to make it the best it can be. I like to think that I think outside of the box to come up with unique solutions when obstacles present themselves.

Currently, I work part-time in the Sales Office at the Airport Holiday Inn. In my spare time, I enjoy spending time with my family, working on craft projects, and listening to audio books while I take walks!

Volunteer Experience

- Friends of the Indianola Public Library Foundation (7 years)
 - President for 2 years; Vice-President for 2 years
 - Coordinated "Breakfast with Dr. Seuss" for 4 years
 - Coordinated Trivia Night Fundraiser for 2 years
 - Worked on a collaborative committee with the Park Friends for the StoryWalk
 - Served on the Library Director selection committee
- Have taught Junior Achievement lessons to Kindergarten, 2nd, 3rd and 4th grade classes throughout the Indianola School District for 7 years
- Taught Religious Education for 3 years
- Parks & Recreation Commission (since February, 2018)
- Hometown Pride Committee
- Wilder Elementary PTO
 - Fundraiser Chair, 2 years
 - Yearbook Coordinator, 4 years

Work Experience

- Simpson College
 - Administrative Assistant
 - August 2012 – October 2017
- Airport Holiday Inn
 - Sales and Conferences Office

Meeting Date: 07/02/2018

Subject

Discussion and direction concerning a request from the joint informational work session meetings among Warren County and the Cities of Carlisle, Indianola and Norwalk

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/02/2018

Subject

Public hearing and first consideration of a request from Barbara Yearous to amend R-1 (Single Family Residential Zoning 165.09 #4 Special Exception Uses and Structures) P&Z unanimously recommended approval on June 12, 2018

Information

Council will needs to hold the public hearing and first consideration of a request to amend R-1. At the May 2018 Planning and Zoning Commission meeting Barbara Yearous requested the Commission review the special uses and exception structures for bed and breakfasts. Enclosed is a letter from Ms. Yearous who owns the Corn Crib Bed and Breakfast at 1301 South K Street. Her concern relates to #4 of the Special Exception Uses and Structures within R-1 (Single Family Residential) which states the following:

Bed and Breakfast, provided that (a) if the use ceases for more than six months or the titleholders of the property changes, the use shall revert back to a permitted principal use; (b) occupancy is limited to four guests units (e.g. families, couples or individuals); (c) required off-street parking shall be one space for each guest unit and two spaces for the resident; (d) signage is limited to a maximum of three square feet mounted flush to the building; (e) require 10 day written notification to property owners within 200' of the proposed location before Board of Adjustment hearing; (f) no meals served to people other than overnight guests; and (g) the entire property is located within 600 feet of the Simpson College Campus bounded by Clinton Avenue, E Street, Girard Avenue and Buxton Street, or the lot size is 3 acres or more.

Specifically, her concern is that if the property changes ownership the Board of Adjustment will be required to review the B&B special use again. Because of the development of Deer Creek Plats 2 and 3, there may be some opposition from those future property owners within 200' of the Bed and Breakfast property.

To provide some background the memo and minutes from the March 11, 2014, Planning and Zoning Commission meeting are enclosed for your reference. The meeting addressed allowing bed and breakfast establishments in an R-1 zoning on a minimum of three acres as a special exception to the Board of Adjustment.

After reviewing the other special uses and structures requirements within the Zoning Regulations chapter, it was found that no other use was required to come back to Board of Adjustment upon the sale of the property and change of titleholder.

Staff has reviewed the request with the City Attorney. Enclosed is a draft ordinance for your review should Commission approve the amendment request.

P&Z unanimously recommended approval on June 12, 2018.

Roll call is in order.

Fiscal Impact

Attachments

Information

Ordinance

May 28, 2018

Mayor Kelly Shaw
City Council of Indianola
Rich Parker
Planning and Zoning Commission
110 N. First St, P.O. Box 299
Indianola, IA 50125

Ladies and Gentlemen:

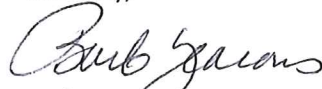
I recently assumed ownership of the Corn Crib Bed and Breakfast on 1301 S. K Street. It was brought to my attention at that time, the zoning exception made under the Indianola Code Section 165.09 amended in 2014, was not a permanent amendment to the ordinance. I applied for and was approved to continue operating the Bed and Breakfast under the "Special Exception Uses and Structures" in February 2018. The language in the ordinance indicates if the property changes ownership, the use must revert back to a permitted principal use.

To avoid any future issues in continuing the business should my children assume ownership at some point, I hereby request an more permanent amendment to Chapter 165.09 paragraph #4 in the Special Exception Uses and Structures within the R-1 (single family) zoning classification and, more specifically, add a fifth use allowing for the operation of a Bed and Breakfast on sites in excess of three acres.

The Corn Crib Bed and Breakfast has become a very popular place to stay for many out of town guests. I plan to continue to work with the Chamber to provide my guests with local attractions to visit in Indianola and Warren County to generate more tax revenue.

Thank you for considering my request. I look forward to hearing from you, and am available to answer any additional questions you might have in making this decision.

Sincerely,



Barb Yearous, owner
Corn Crib Bed and Breakfast
1301 S K Street
Indianola

As the enclosed letter states, the majority of all the buildings will not be visible from the highway due to obstruction of the existing building on the same site and the difference in elevation. Furthermore, the majority of the walls of the buildings being constructed (see attached building elevations) will consist of overhead doors which are not regulated by the architectural design standard.

As for the buffer requirement, the owner has indicated that he is considering a security fence around the complex. He will be asking to either comply with the buffer requirement or be allowed to place a minimum of a 6' chain link fence with vinyl/metal slats. The slats would serve to buffer the complex. Nevertheless, the commission needs to address the issue.

All other requirements of the Site Plan Ordinance have been met. If approved, the motion should include your reasoning for the approval, such as limited visibility of the proposed building from the highway, etc. I recommend approval of the request.

Item # 7 Consider request from Tyler Till to amend R-1 zoning classification to allow Bed and Breakfast establishments on a minimum of 3 acres as a special exception to the Board of Adjustment.

Enclosed is the letter requesting the amendment to the R-1 zoning classification. Tyler Till has recently purchased the property at 1301 South K Street, which lies on 4.37 acres. (See map) Uses such as Bed and Breakfast are currently permitted within A-1, R-3 and R-5 zoning classifications with no restrictions. They are also allowed within R-1 zoning with the following conditions: **Special Exception of Uses and Structure requiring Board of Adjustment approval.**

“Bed and Breakfast, provided that (a) if the use ceases for more than six months or the titleholders of the property changes, the use shall revert back to a permitted principal use; (b) occupancy is limited to four guests units (e.g. families, couples or individuals); (c) required off-street parking shall be one space for each guest unit and two spaces for the resident; (d) signage is limited to a maximum of three square feet mounted flush to the building; (e) require 10 day written notification to property owners within 200' of the proposed location before Board of Adjustment hearing; (f) no meals served to people other than overnight guests; and (g) the entire property be located within 600 feet of the Simpson College Campus bounded by Clinton Avenue, E Street, Girard Avenue and Buxton Street.”

As you can tell, this particular amendment to the zoning ordinance was written for an individual who wanted to place a B & B within the Simpson College campus area. If approved, this section would change allowing Bed and Breakfast establishments for Dwellings on a minimum of 3 acres of land, and would still be subject to the Board of Adjustment Commission for final approval.

Consider request from Tyler Till to amend R-1 zoning classification to allow Bed and Breakfast establishments on a minimum of 3 acres as a special exception to the Board of Adjustment.

Chuck reviewed the request to amend R-1 zoning. Uses such as Bed and Breakfast are currently permitted within A-1, R-3 and R-5 zoning with no restrictions. He further stated bed and breakfast facilities are allowed within the R-1 zoning around Simpson College as a special exception use but requires Board of Adjustment approval. This change would allow Bed and Breakfast establishments for dwellings on a minimum of 3 acres of land and would be subject to Board of Adjustment for final approval.

Tyler Till stated he recently purchased the property at 1301 South K Street which has 4.37 acres. He would like to use one of the buildings as a bed and breakfast. He has spoken with several community members and has their support saying the city needs a facility like this for visitors.

Butler questioned the need for three acres of land to allow the bed and breakfast use. Burgin stated R-1 zoning is the most restrictive zoning classification. Some people do not want to live next to a home business and R-1 zoning allows for that comfort.

Motion was made by Piper and seconded by Donaghy to amend R-1 zoning to allow Bed and Breakfast establishments on a minimum of 3 acres as a special exception to the Board of Adjustment. Question was called for and on voice vote Ayes: Butler, Coleman, Donaghy, Farris, Opie, Ormsby, Piper, Rabe and Soldwisch. Nays: None.

Consider amendment to R-1, R-2, R-3 and R-4 zoning classification that would require 15 day written notification to property owners within 200' of development of sites exceeding 1 acre or more, as well as Planning and Zoning Commission recommendation and City Council approval.

Chuck stated the key purpose of the change is to allow existing residents within a neighborhood an opportunity to comment on development of sites exceeding one acre or more within A-1, R-1, R-2, R-3 and R-4 zoning classifications prior to a building permit being issued. He further highlighted the uses that should be exempt from the requirement.

Butler questioned the basis for the proposed exemptions. Burgin stated the basis was determined by the affect to a neighborhood and the likelihood of the development in Indianola.

Farris questioned the exemption of two-family dwellings within the R-2 zoning classification. Burgin stated there are numerous existing duplexes within R-2 zoning on more than one acre that have concerned the residents in the neighborhood. This change would not necessarily stop the construction, but would allow for the residents within 200' the opportunity to view the plans and voice support or concern for the development. Farris also questioned the elderly and persons with disabilities exemption within R-3

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS FOR BED AND BREAKFAST SPECIAL EXCEPTION USE

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the Code of Ordinances concerning the special exception use of property for Bed and Breakfast accommodations.

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

Section 1: That Chapter 165 be and is hereby amended by deleting the stricken language in Section 165.09, R-1 Special Exception Uses and Structures, as follows:

4. Bed and Breakfast, provided that (a) if the use ceases for more than six months ~~or the titleholders of the property changes~~, the use shall revert back to a permitted principal use; (b) occupancy is limited to four guests units (e.g. families, couples or individuals); (c) required off-street parking shall be one space for each guest unit and two spaces for the resident; (d) signage is limited to a maximum of three square feet mounted flush to the building; (e) require 10 day written notification to property owners within 200' of the proposed location before Board of Adjustment hearing; (f) no meals served to people other than overnight guests; and (g) the entire property is either located within 600 feet of the Simpson College Campus bounded by Clinton Avenue, E Street, Girard Avenue and Buxton Street, or the lot size is 3 acres or more.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____ 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS FOR BED AND BREAKFAST SPECIAL EXCEPTION USE

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Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____ 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 07/02/2018

Subject

Discussion and direction concerning a request from Fred Dowie to participate in a residential development cost share

Information

In your packet is a Development Agreement request and Phase 3 concept drawing from Fred Dowie for an additional 23 residential lots that will sell for \$250,000 to \$300,000. This development contains 10.5 acres at the north end of "O" Street.

The Development Agreement would also be in line monetarily with the approximate costs to be as follows:

- Paving - \$211,465 or \$9,194 per lot
 - Storm Sewer \$54,540 or \$2,371 per lot
-

Fiscal Impact

Attachments

Phase III Proposal

Phase 3 Concept 2

Autumn Ridge Development L.C.



2160 Terrace Ave.
Winterset, Iowa 50273

T 515-229-3911 F 515-462-4855
E Fred@AutumnRidgeDevelopment.com

June 20, 2018

Kelly Shaw
Mayor
City of Indianola
1101 N. 1st Street Indianola, Iowa 50125

Re: Phase III Autumn Ridge Subdivision

Kelly;

Pursuant to our meeting June on 18th we are submitting a proposal for the City's participation in the Development of an additional 23 Residential Lots. The 10.5 acres is at the North end of "O" st. and will add 23 single family homes that will sell for \$250,000 to \$300,000. Furthermore this will open up another 40 Acres to the North of Phase III for Development which is owned by W & G Farms. W & G Farms (Herberger Brothers) have had conceptual plans produced for developing approximately 104 Residential Lots for single family homes that also would sell for \$250,000 to \$300,000. Presently these 104 Lots cannot exist without the development of Phase III as there is no access.

Phase III alone will conservatively add \$6.3 million in assessed value.

The Development Agreement we are proposing would be completely in line with all aspects of the recent agreement between the City and Diligent Development/Jerry's Homes and would make possible huge residential development potential to the North.



The Development Agreement would also be in line monetarily with the approximate costs to be as follows:

Paving	\$211,462	or	\$9,194 per lot.
Storm Sewer	\$54,540	or	\$2,371 per lot

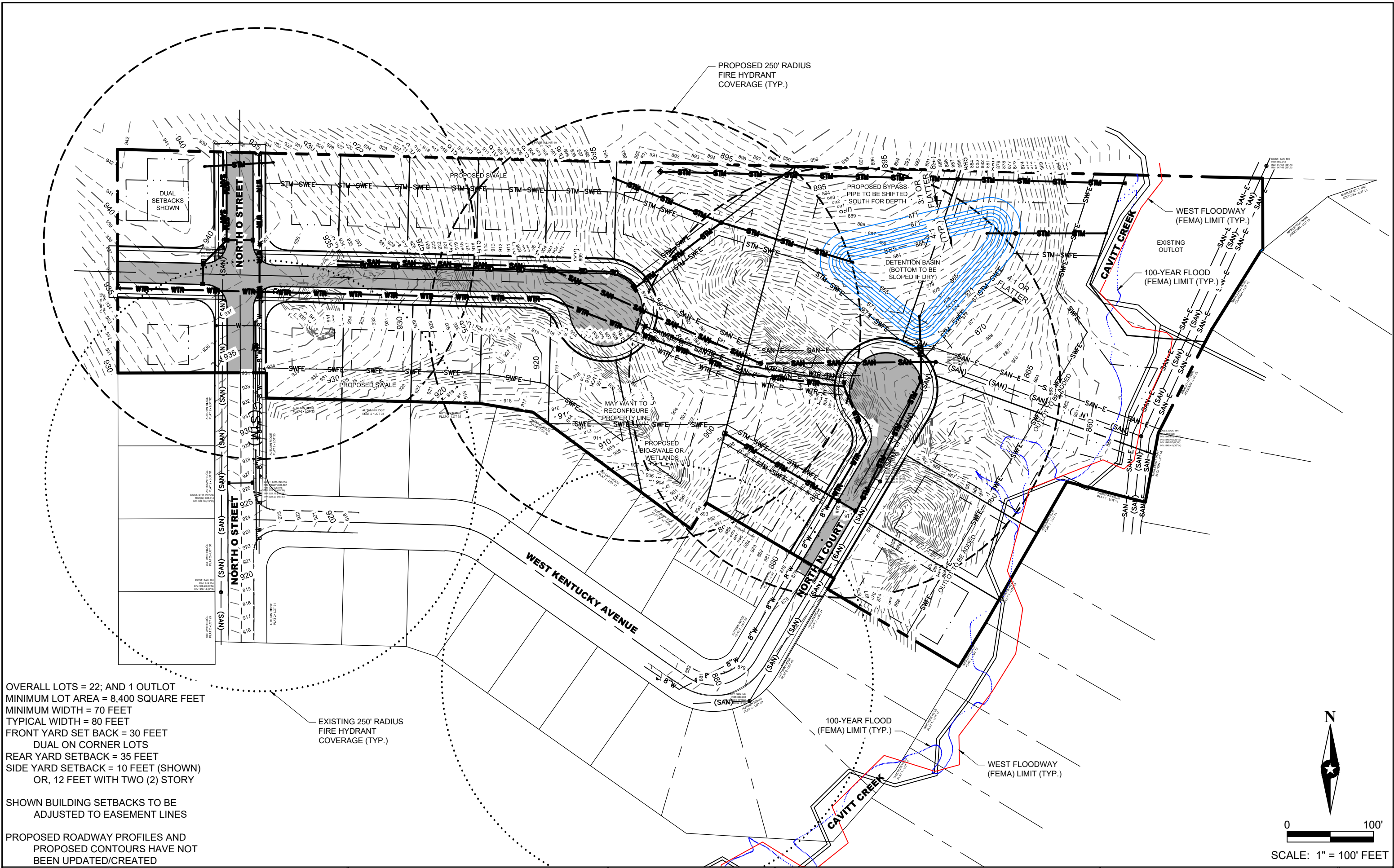
We understand that these are the only two items in which the City will participate, therefore the other development costs are inconsequential at this time.

We look forward to a swift start to the project and are always available to answer any questions.

Sincerely;

A handwritten signature in black ink, appearing to read 'Fred J. Dowie', is written over a large, stylized loop.

Fred J. Dowie, President
Autumn Ridge Development L.C.



OVERALL LOTS = 22; AND 1 OUTLOT
MINIMUM LOT AREA = 8,400 SQUARE FEET
MINIMUM WIDTH = 70 FEET
TYPICAL WIDTH = 80 FEET
FRONT YARD SET BACK = 30 FEET
DUAL ON CORNER LOTS
REAR YARD SETBACK = 35 FEET
SIDE YARD SETBACK = 10 FEET (SHOWN)
OR, 12 FEET WITH TWO (2) STORY

SHOWN BUILDING SETBACKS TO BE
ADJUSTED TO EASEMENT LINES

PROPOSED ROADWAY PROFILES AND
PROPOSED CONTOURS HAVE NOT
BEEN UPDATED/CREATED

PROJECT NO: #17249	DESIGNED BY: JRKoester
FILE NO: 17-00	CHECKED BY: JRKoester
CAD DATE: 02/27/2018	DRAWN BY: JRKoester
CAD FILE: Z:\site comp\Clients\Autumn Ridge Development\2017\#17249 Phase 3, Indiana\Design\Bases\#17249 Phase 3 Indiana - BASE_Cul-de-Sacs.dwg	

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ABACI CONSULTING, INC.
CIVIL ENGINEERING - LAND SURVEYING

CONCEPT PLANS
AUTUMN RIDGE PLAT 3

INDIANOLA, WARREN COUNTY, IOWA

OVERALL LAYOUT

SHEET NO:
3 OF 3

Meeting Date: 07/02/2018

Subject

Resolution authorizing execution of a promissory note for inflow and infiltration program - 310 West Iowa

Information

In your packet are the policy and one of the estimates regarding a loan for the 310 W. Iowa Avenue.

WPC did a Time of Sale inspection at 310 West Iowa Avenue and during the televising of the sewer lateral, they found the pipe was collapsed before the connection to the sewer main. The homeowner wants to repair the line before selling the house and he has received two estimates and is waiting on a couple more. Both estimates were around \$22,000. The reason for the high cost is the sewer main is 21' deep and they will need to dig down to the main and put in a connection. The property owner would like to get a loan from the city but the policy only goes up to \$7,500. They would like to get a loan for the full amount and when the house sells they will pay the remainder off.

Based on a review of the circumstances, Rick feels the loan is justified and recommends approval. Loan highlights include:

- Maximum loan amount would be \$22,000 paid over ten years at 3% interest
- Monthly payment is \$212.43
- Loan is paid through Accounts Receivable - customer writes the City a monthly check
- Loan stays with the property and not the owner
- Owner must sign a promissory note guaranteeing payment (packet)

Similar I&I loans have been provided to other property owners.

Roll call is in order.

Fiscal Impact

Attachments

I&I Policy
Resolution
Promissory Note
Estimate

Infiltration and Inflow Policy

Pursuant to Chapter 97.01, no person shall discharge or cause to be discharged any storm water, surface water, groundwater, roof run-off, sub-surface drainage, uncontaminated cooling water, or unpolluted industrial process waters to any sanitary sewer. Inflow and Infiltration (I&I) is the invasion of storm water into the sanitary sewer system from broken, cracked or misaligned mains, leaking manholes or manholes that have water flowing over their covers. Other sources of I&I include private (resident and business) services that are cracked or broken and storm water connections from sump pits, roof drains or surface drains into sanitary sewers. The storm water connections from sump pits, roof drains or surface drains are illegal based on Chapter 97.01 (was amended as such by Ordinance 612 in 1979.)

I&I not only causes sewage backups in basements, but also results in a substantial increase in energy needs and rapidly advances the need for repair and maintenance due to increased burden on the system. In addition, there is a reduction in sewer capacity, which shortens the life of the current treatment facility. All of which result in increased cost and financial burden on citizens and businesses of Indianola.

In addition to Chapter 97 of the City of Indianola Code of Ordinances, the City adopted Chapter 94 of the City of Indianola Code of Ordinances authorizing Time of Sales Inspections within the City sanitary sewer system.

The mayor and council therefore adopt the following policy to abate problems associated with I&I:

1. The city shall perform a study to locate I&I using sewer department staff and an engineering firm. It shall be conducted on an area-by-area basis concentrating on the city's sewer mains by televising, cleaning, smoke testing, and installing flow meters.
2. The city staff will prioritize their findings to repair the most severe first with the funds budgeted for that budget year. Public sewers and manholes with I&I shall be repaired using sewer revenue including fees and grants etc. designated by the city council.
3. Private sources of I&I will be inspected pursuant to the Time of Sales ordinance, or as part of a Capital Project or resident request. Inspection Fees will be assessed pursuant to the city's annual fee schedule. Illegal connections shall be repaired as noted below.
 - Information obtained that identifies leaky lateral or other non-illegal contributors of I&I will be shared with the homeowner. The City will not mandate repairs.
4. Beginning May 1, 2017, the city will allow the residents that are on the I&I Penalty list the opportunity to be removed from the list if they have their residence inspected in accordance with the Time of Sale Ordinance and the penalty fees paid in full. Successful inspections will result in the issuance of a Certificate of Compliance and you will be removed from the I&I Penalty list starting with the next month's billing. The certificate will be good for two years.

Upon written notification from the City (regular first-class mail) I&I flowing into the sanitary sewer from an illegal connection, the property owner shall have a period of **90 days to abate the problem.** Those owners that perform the proper repairs or retain a contractor to make the repairs within 90 days of notification or less shall be eligible for one of the following finance options:

- a) 25% reimbursement (not to exceed \$1000) for the disconnection costs. Repair amounts in excess of \$7500 and up to \$15,000 will be eligible for an additional rebate amount equal to 10% per \$1000. A repair in excess of \$15,000 will receive an additional 25% per \$1000.

OR:

- b) Loan Amounts may range from \$3,000 to \$7,500 with a three (3%) interest rate. Loan term may vary not to exceed ten (10) years. Loan requests will be approved by the City Manager.

Inspection by city staff both prior to and after repairs shall be necessary for a reimbursement or loan. In addition, a billing statement for services performed shall accompany the request for reimbursement. For those owners opting to do the work without the assistance of a commercial contractor, the city shall reimburse 50% of the material costs only. The reimbursement shall not exceed \$500.

Example:

- 1) \$3,000, 3%, 5 years
- 2) \$4,000, 3%, 7 years
- 3) \$5,000, 3%, 8 years
- 4) \$5,500, 3%, 9 years
- 5) \$7,000, 3%, 10 years

For those property owners who opt not to repair the illegal connection from the sanitary sewer after the 90-day period, a \$50.00 per month fee shall be applied to the utility bill until the disconnection has been performed, but not to exceed 1 year. By the end of the 1-year period, the owner shall have completed the disconnection.

If the owner has failed to repair the illegal connection the monthly fee will increase to \$70.00 until repairs have been made. By the end of the second 1-year period, the owner shall have completed the disconnection. If the owner has failed to repair the illegal connection the City will seek to enforce this policy using all lawful means, including but not limited to the prosecution of a municipal infraction which could result in a civil penalty, court cost, and / or a court order requiring that repairs be made within a certain time period.

Provisions of this policy may be waived by the City Council.

Reference of City Ordinances:

94.00 Time of Sales Inspections

95.07 Right of Entry

97.01 Storm Water

97.05 Restricted Discharge Powers

99.05 User Charges

Adopted by City Council on November 17, 1986; amended September 5, 1995; amended June 15, 1998; amended September 5, 2006; amended July 16, 2007; amended June 2, 2008, amended 2010, amended 2013, amended May 1, 2017

RESOLUTION NO. 2018-____

**A RESOLUTION AUTHORIZING EXECUTION OF A PROMISSORY
NOTE FOR INFLOW AND INFILTRATION PROGRAM**

WHEREAS, the City of Indianola is organized and established as a municipal corporation pursuant to the Code of Iowa and operates a municipal water pollution control and sanitary sewer system; and

WHEREAS, Zack and Mindi Teel owns, leases or operates property that required Inflow and Infiltration repairs; and

WHEREAS, the City has an Inflow and Infiltration (I&I) Program designed to eliminate storm water from the sanitary sewer system which has been mandated by federal and state law; and

WHEREAS, the City undertook repairs and the customer is required to pay for the cost of the Inflow and Infiltration repairs; and

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that the Promissory Note for Inflow and Infiltration is hereby approved, the Director of Finance is authorized to execute said Promissory Note, the City Clerk is authorized to record the same and City staff is authorized to do all things necessary to enforce it.

APPROVED this 2nd day of July, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

**PROMISSORY NOTE AND LIEN FOR THE COST OF REPAIRS
PURSUANT TO THE CITY OF INDIANOLA'S
INFLOW AND INFILTRATION PROGRAM**

This Agreement is entered into on this _____ day of _____, 20____, by the City of Indianola, hereinafter called "the City", and Zack and Mandi Teel hereinafter called "customer".

WHEREAS, the City is organized and established as a municipal corporation pursuant to the Code of Iowa, and operates a municipal water pollution control and sanitary sewer system, and

WHEREAS, the customer owns, leases and/or operates property in need of Inflow and Infiltration repairs, and

WHEREAS, the city has an Inflow and Infiltration (I&I) Program designed to eliminate storm water from the sanitary sewer system which has been mandated by federal and state law, and

WHEREAS, the customer is required to pay for the cost of the Inflow and Infiltration repairs.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The City agrees to advance the cost of the Inflow and Infiltration repairs at the customer's property located at 310 West Iowa and legally described as:

24-76-24 Indianola Berry's Addition 89' Lot 3 Block 4, to Indianola,
Warren County, Iowa

2. The customer agrees to repay the full costs of repairs to the City as follows

\$22,000.00. With 3% interest beginning July 1, 2018 payable monthly in the amount of \$212.43 for 10 years.

3. In the event that any monthly payment herein reserved or required remains unpaid for a period of 30 days, the City may declare this note in default and declare the entire remaining balance of the indebtedness due and payable immediately, both as to principal and interest without presentment or demand, protest or other notice of any kind, all of which are expressly waived by the customers. In the event the entire amount of unpaid principal and interest is declared immediately due and payable the customer shall pay that amount.

4. The customer hereby imposes a consensual lien on the above described real estate in favor of the City for the unpaid balance until such time as it is paid in full. The lien shall be binding on the customers, successors and assigns and shall be due upon sale or transfer of title. The customer hereby consents to and acknowledges that in the event the City should bring an action to collect, realize upon or enforce this Note, customer consents to the placement of a notation of a lien lis pendens upon the above described real property.

5. The terms of this Note shall be binding upon customer, and upon customer's heirs, personal representatives, successors and assigns, and shall inure to the benefit of the City.

6. In the event any provision of this Note is held to be invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Note shall not be affected thereby and shall continue to be valid and enforceable

7. Customer agrees to pay all reasonable attorneys' fees and all costs and expenses, including court costs, incurred by the City in any action arising from any efforts to collect, enforce or realize upon this Note.

8. This Note shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of Iowa. The parties hereby submit to the exclusive jurisdiction of the Iowa District Court for Warren County in any action or proceeding arising out of or relating to this Note or any agreement, document, or instrument contemplated hereby and each party hereby agrees that all claims and counter claims in respect of such action or proceeding may be heard and determined in such court.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS NOTE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN THE WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS NOTE MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS NOTE ONLY BY ANOTHER WRITTEN AGREEMENT.

CITY OF INDIANOLA

BY: _____

STATE OF IOWA, WARREN COUNTY, SS:

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in the State of Iowa personally appeared Andy Lent, to me personally known, who being by me duly sworn, did say that they are the Director of Finance & Administrative Services respectively of the City of Indianola, that the instrument was signed on behalf of the City by authority of its Council; and that Andy Lent as such officer acknowledged the execution of the instrument to be the voluntary act of the City.

NOTARY PUBLIC IN AND FOR THE STATE OF
IOWA

Customer

Customer

Customer

STATE OF IOWA)
)ss.
WARREN COUNTY)

On this _____ day of _____, 20____, before me, the undersigned Notary Public, personally appeared Zack and Mandi Teel, known to me to be the person who executed the foregoing instrument, and I hereby certify that he/she executed the same as his/her voluntary act and deed and for the purposes therein contained.

NOTARY PUBLIC IN AND FOR THE STATE OF
IOWA

00904576-1\13538-000



1100 North 14th Street

515-961-4682

Estimate

Date	Estimate #
6/25/2018	3010

Mandi Teel
310 W. Iowa Ave.
Indianola, IA 50125

Project
310 W. Iowa Sewer Service

Description	Qty	Units	Rate	Total
This estimate is for the replacement of the sanitary sewer with 4" Schedule 40 pipe from the main to just outside the foundation wall. The sewer service includes a single outside cleanout as per City specifications.				
Machine, labor and materials to do stated work. Export of Spoils, old pipe and concrete removal only. Import of 2 loads of rock	1	LS	18,197.00	18,197.00
Street Removal & Replacement	40	SY	82.00	3,280.00
(Continued on next page)				
Thank you for requesting our bid on this project. We look forward to hearing from you.	Subtotal			
	Sales Tax			
	Total			
This estimate is based on unit pricing. The quantities shown are estimates only. Quantities used may vary from those shown on this estimate. Contractor is not responsible for a change in quantities due to unknown and/or unforeseen circumstances. The circumstances arising while in performance of the work will dictate the quantity used/billed for. Any disputes arising out of the quantity used/billed must be conveyed to us within 10 days of the invoice date. By signing this estimate you are authorizing the work to be done and that billing be done using the actual quantities used. This estimate is valid for 30 days from the estimate date.				

Contractor Signature JP

Date 6/25/18

Customer Signature _____

Date _____



1100 North 14th Street

515-961-4682

Estimate

Date	Estimate #
6/25/2018	3010

Mandi Teel
310 W. Iowa Ave.
Indianola, IA 50125

Project
310 W. Iowa Sewer Service

Description	Qty	Units	Rate	Total
Exclusions: Permits of any kind other than required plumbing permit and street bond. Unknowns such as underground utilities. Concrete, block, or brick (incl. foundation, etc.) cutting/removal/repair/replacement other than that stated above. Import or export of materials not listed above. Finish grading, seed, or sod. Compaction. Tree or landscaping/fencing removal/repair/replacement now or in the future. Extra trips. Indoor work of any kind. Frost excavation or protection. Stoop or wood decking removal or replacement or excavation under. Sidewalk replacement.				
We do recommend an inside or outside sump pump be installed if not already in place. This is to be done by others.				
(Continued on next page)				
Thank you for requesting our bid on this project. We look forward to hearing from you.	Subtotal			
	Sales Tax			
	Total			
This estimate is based on unit pricing. The quantities shown are estimates only. Quantities used may vary from those shown on this estimate. Contractor is not responsible for a change in quantities due to unknown and/or unforeseen circumstances. The circumstances arising while in performance of the work will dictate the quantity used/billed for. Any disputes arising out of the quantity used/billed must be conveyed to us within 10 days of the invoice date. By signing this estimate you are authorizing the work to be done and that billing be done using the actual quantities used. This estimate is valid for 30 days from the estimate date.				

Contractor Signature JP

Date 6/25/18

Customer Signature _____

Date _____



1100 North 14th Street

515-961-4682

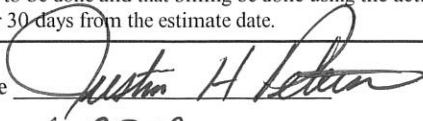
Estimate

Date	Estimate #
6/25/2018	3010

Mandi Teel
310 W. Iowa Ave.
Indianola, IA 50125

Project
310 W. Iowa Sewer Service

Description	Qty	Units	Rate	Total
Notes: Sewer Main was found to be approximately 21' deep. Compaction under street will be done per City specifications. Dirt will be left mounded for settling in yard around house as not to disturb foundation. Restoration of sidewalk, yard and any other landscaping will be the responsibility of the owner.				

Contractor Signature 
Date 6-25-18

Customer Signature _____
Date _____

Meeting Date: 07/02/2018

Subject

Resolution approving BTC Capital Management Inc. Advisory Agreement

Information

In your packet is the resolution and Advisory Agreement between the City of Indianola and BTC Capital Management Inc. Highlights of the agreement include:

- BTC Capital Management will be appointed as the Investment Adviser
- The Adviser shall be responsible for the investment and reinvestment of those assets designated by the City
- Adviser is authorized, without prior consultation with the City, to buy, sell, and trade investment securities and to give instructions in furtherance of such authority to registered broker-dealers
- Adviser's investment advisory fee shall be 0.07% on the first \$10 million and 0.06% over \$10 million

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Memo

Agreement

RESOLUTION NO. 2018-____

**RESOLUTION APPROVING BTC CAPITAL MANAGEMENT, INC.
ADVISORY AGREEMENT WITH THE CITY OF INDIANOLA**

WHEREAS, the City Council of the City Indianola, Iowa, is in need of engaging an Investment Adviser; and

WHEREAS, the City Council of the City of Indianola, Iowa, has indicated that BTC Capital Management, Inc as the City of Indianola's Investment Adviser; and

WHEREAS, it is the determination the Adviser shall be responsible for the investment and reinvestment of those assets designated by the City of Indianola to be subject to the Adviser's management; and

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

1. The City Council approves the Advisory Agreement between the City of Indianola and BTC Capital Management, Inc. This being 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 any and all documents 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 2nd day of July 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



To: Mayor and Council
From: Andrew J. Lent, Director of Finance
CC: Ryan Waller, City Manager
Date:
Re: Bankers Trust Investment Agreement

Since 2003, the City of Indianola has engaged with Bankers Trust to oversee the investment portfolio for the city. Bankers Trust has approached the City to approve a new agreement. Below is an outline of the major changes from the current agreement to the new agreement. We are exploring the issuance of a request for proposals to look at other firms that would be able to fulfill these duties. We plan to issue the RFP in 2019 therefore the intention is that this renewal is for one year. The City can terminate the agreement with a 60-day notice of termination.

Here are the major changes:

- Part 1 – Scope of Engagement, paragraph f) was added to emphasize that the advice and information Bankers Trust provides in managing the investment assets is proprietary and confidential.
- Part 2 – Adviser Compensation – Bankers Trust included the fees directly in the verbiage of this section rather than at the end of the document.
- Part 3 – Custodian, paragraph b) was added to further define the authority of the Advisory relative to the Custodian.
- Part 13 – Disclosure Statement & Privacy Notice – The second sentence, “Client also acknowledges.....” was added.
- Part 16 – Electronic Delivery, was added to specify the role of email in the relationship.

I asked Mike Maloney from DA Davidson, the City’s financial advisor, to review the agreement and he is okay with the changes. I recommend approval of the agreement with these changes.

B T C C A P I T A L M A N A G E M E N T , I N C .

A D V I S O R Y A G R E E M E N T

Agreement, made this 20th day of June, 2018 between City of Indianola whose mailing address is 110 N. 1st Street, Indianola, IA 50125 (hereinafter referred to as "Client"), and BTC Capital Management, Inc., a registered investment adviser whose mailing address is 453 7th Street, P.O. Box 897, Des Moines, Iowa 50304-0897 (hereinafter referred to as "Adviser").

1) Scope of Engagement

- a) Client hereby appoints Adviser as an Investment Adviser to perform the services hereinafter described, and Adviser accepts such appointment. Adviser shall be responsible for the investment and reinvestment of those assets designated by Client to be subject to Adviser's management (which assets, together with all additions, substitutions and/or alterations thereto are hereinafter referred to as the "Assets" or "Account"), and shall be responsible for adherence to Client's written investment objectives and or investment policy statement as it applies to the Assets (hereinafter referred to as "Investment Objectives");
- b) Client delegates to Adviser all of its powers with regard to the investment and reinvestment of the Assets and appoints Adviser as Client's attorney and agent in fact with full authority to buy, sell, or otherwise effect investment transactions involving the Assets in Client's name for the Account, subject to Client's Investment Objectives and the Rule and Regulations promulgated under the Investment Advisers Act of 1940;
- c) Adviser is authorized, without prior consultation with Client, to buy, sell, and trade investment securities and to give instructions in furtherance of such authority to registered broker-dealers and the client appointed Custodian of the Assets;
- d) Client acknowledges that Adviser may elect to allocate all or a portion of the Assets among various investment alternatives, subject to Client's Investment Objectives and applicable law, including but not limited to the Investment Advisers Act of 1940;
- e) Client agrees to provide information and/or documentation requested by Adviser in furtherance of this Agreement as it pertains to Client's Investment Objectives (and quarterly and annual board meetings if applicable), and to keep Adviser informed of any changes regarding same. Client acknowledges that Adviser cannot adequately perform its services for Client unless Client diligently performs its responsibilities under this Agreement. Adviser shall not be required to verify any information obtained from Client, Client's attorney, accountant or other professionals, and is expressly authorized to rely thereon;
- f) Client acknowledges that all information, advice and management actions taken by the Adviser with respect to Adviser's management of the Assets is proprietary and highly confidential and Client agrees that it will not disclose any of such information, advice or management actions to any person without the prior express written consent of Adviser. Client further acknowledges that all such information, advice and management actions relate to and are for use solely in connection with management of the Assets, and not for any other purpose.
- g) Client authorizes Adviser to respond to inquiries from, and communicate and share information with, Client's attorney, accountant and other professionals, and the US Securities and Exchange Commission and/or any other state or Federal regulatory authorities to the extent necessary in furtherance of Adviser's services under this Agreement; and

- h) Client acknowledges and understands that the service to be provided by Adviser under this Agreement is limited to the management of the Assets and does not include financial planning, tax, legal, accounting, or any other related or unrelated services.

2) Adviser Compensation

- a) Adviser will be compensated in the following manner for the investment advisory services it performs on behalf of Client.
 - (1) Adviser's investment advisory fee shall be 0.07% on the first \$10 million and 0.06% over \$10 million or as otherwise agreed to in writing from time to time by Adviser and Client. The investment advisory fee shall either be paid monthly or quarterly in arrears, as agreed upon by the parties, and the annual fee will be prorated and calculated based upon the market value of the assets on the last day of the prior period (i.e. prior month if monthly, prior quarter if quarterly).
 - (2) If the Account begins after the first day of a period or terminates before the last day of a period, fees will be prorated for the period and billed accordingly.
- b) Client authorizes the Custodian of the Assets to charge the Account for the amount of the Adviser's fee and to remit such fee to Adviser in accordance with applicable regulatory procedures, and Client agrees to execute any documents required by the Custodian to authorize such fee charge deductions;

3) Custodian

- a) Bankers Trust Company has been designated by Client as the Custodian for the Assets. Adviser is authorized to give instructions to the Custodian with respect to all investment decisions regarding the Assets and the Custodian is hereby authorized and directed to effect transactions, deliver securities, and otherwise take such actions as Adviser shall direct in connection with the performance of Adviser's obligations with respect to the Assets. Any custodial fees charged to Client by the custodian are exclusive of, and in addition to, Adviser Compensation as defined in paragraph 2 hereof.
- b) Anything contained herein to the contrary notwithstanding, Adviser is not authorized to direct Custodian to disburse cash, securities, or other property from the Account other than in connection with (i) securities trading or other portfolio management activity as contemplated in section 1, above, or (ii) payment of fees owed by Client to Adviser pursuant to section 2(b), above. Client agrees that any custodial agreement between Client and a Custodian appointed pursuant to section 3(a), above, will at all times contain limiting provisions equivalent to those set forth in this section 3(b) and Client further agrees to provide a copy of any such custodial agreement to Adviser to allow for verification.

4) Execution of Brokerage Transactions

- a) Adviser is not a broker-dealer.
- b) Adviser will arrange for the execution of securities brokerage transactions for the Account through Broker-Dealers and Banks that Adviser reasonably believes will provide "best execution." In seeking best execution, the determinative factor is not always the lowest possible commission cost but whether the transaction represents the best qualitative execution, taking into consideration the full range of a Broker-Dealer's services including the value of research provided, execution capability, commission rates, and responsiveness. Accordingly, although Adviser will seek competitive commission rates, it may not necessarily obtain the lowest possible commission rates for Account transactions.

- c) In return for effecting securities brokerage transactions through certain broker-dealers, Adviser may receive from those broker-dealers certain investment research products and/or services which assist Adviser in its investment decision making process for Client, all of which shall be in compliance with guidelines established by Section 28(e) of the Securities Exchange Act of 1934; and
- d) The brokerage commissions and/or transaction fees charged by broker-dealers to Client for securities brokerage transactions are exclusive of, and in addition to, *Adviser Compensation* and *Custodian* fees as defined in paragraph 2 and 3 hereof.

5) Risk Acknowledgment

- a) Adviser does not guarantee the future performance of the Account or any specific level of performance, the success of any investment recommendation that Adviser may make or recommend for the Account, or the success of Adviser's overall management of the Account. Client understands that investment recommendations for the Account by Adviser are subject to various market, currency, economic, political and business risks, and that those investment decisions will not always result in profits.

6) Directions to the Adviser

- a) All directions, instructions and/or notices from Client to Adviser, including but not limited to notification of a change in Client's Investment Policy shall be in writing (email instructions will be acceptable) delivered to the mailing and/or email address as indicated on the signature page of this Agreement or as subsequently provided to Client by the Adviser. Adviser shall have no responsibility to inquire as to the authenticity of any such direction, notice, or instruction and shall be fully protected in relying upon any direction, notice or instruction until it has been duly advised in writing by Client, or Client's properly designated representative, of changes therein.

7) Adviser Liability

- a) Except as otherwise provided by federal or state securities laws, Adviser, acting in good faith, shall not be liable for any action, omission, investment recommendation/decision, or loss in connection with this Agreement including, but not limited to, the investment of the Assets, or the acts and/or omissions of other professionals or third party service providers recommended to Client by Adviser, including a broker-dealer and/or custodian. If the Account contains only a portion of Client's total assets, Adviser shall only be responsible for those Assets that Client has designated to be the subject of Adviser's investment management services under this Agreement without consideration to those additional assets not so designated by Client.

8) Proxy Voting

- a) Unless Client directs otherwise in writing, Adviser shall be responsible for: (1) directing the manner in which proxies solicited by issuers of securities beneficially owned by Client shall be voted, and (2) making all elections relative to any mergers, acquisitions, tender offers, bankruptcy proceedings or other shareholder consent type events pertaining to the Assets. Client acknowledges that the Custodian designated in section 3, above, shall be responsible for distribution of proxy materials and related disclosures as required by SEC Rule 14b-2 under the Shareholders Communications Act.

9) Termination

- a) This Agreement will continue in effect until terminated by either party upon 60 days written notice to the other (**email notice will not suffice**), which written notice must be signed by the terminating party. Termination of this Agreement will not affect (i) the validity of any action previously taken by Adviser under this Agreement; (ii) liabilities or obligations of the parties from transactions initiated before termination of this Agreement; or (iii) Client's obligation to pay advisory fees (prorated through the date of termination). Upon the termination of this Agreement, Adviser will have no obligation to recommend or take any action with regard to the securities, cash or other investments in the Account. Notwithstanding the above, Client has the right to terminate this Agreement within five business days from entering into this Agreement without penalty.

10) Assignment

- a) This Agreement may not be assigned (within the meaning of the Investment Advisers Act of 1940) by either Client or Adviser without the prior written consent of the other party. Client acknowledges and agrees that transactions that do not result in a change of actual control or management of the Adviser shall not be considered an assignment pursuant to Rule 202(a)(1)-1 under the Investment Advisers Act of 1940.

11) Non-Exclusive Management

- a) Adviser, its officers, employees, and agents may have or take the same or similar positions in specific investments for their own accounts, or for the accounts of other clients, as Adviser does for Client with respect to the Assets. Client expressly acknowledges and understands that Adviser shall be free to render investment advice to others and that Adviser does not make its investment management services available exclusively to Client. Nothing in this Agreement shall impose upon Adviser any obligation to purchase or sell, or to recommend for purchase or sale, for the Account any security which Adviser, its principals, affiliates or employees, may purchase or sell for their own accounts or for the account of any other Client, if in the reasonable opinion of Adviser such investment would be unsuitable for the Account or if the Adviser determines in the best interest of the Account it would be impractical or undesirable. Client specifically agrees that Adviser may give advice and take action in the performance of its duties with respect to any of its other clients which may differ from advice given or the timing or nature of action taken with respect to the Assets.

12) Arbitration

- a) Subject to the conditions and exceptions noted below, and to the extent not inconsistent with applicable law, in the event of any dispute pertaining to Adviser's services under this Agreement, both Adviser and Client agree to submit the dispute to arbitration in accordance with the auspices and rules of the American Arbitration Association ("AAA"), provided that the AAA accepts jurisdiction. **Adviser and Client understand that such arbitration shall be final and binding, and that by agreeing to arbitration, both Adviser and Client are waiving their respective rights to seek remedies in court, including the right to a jury trial.** Client acknowledges that it has had a reasonable opportunity to review and consider this arbitration provision prior to the execution of this Agreement. Client acknowledges and agrees that in the specific event of non-payment of any portion of Adviser Compensation pursuant to paragraph 2 of this Agreement, Adviser, in addition to the aforementioned arbitration remedy, shall be free to pursue all other legal remedies available to it under law, and shall be entitled to reimbursement of reasonable attorneys fees and other costs of collection.

13) Disclosure Statement & Privacy Notice

- a) Client acknowledges that Adviser has delivered to the Client and that Client has had the opportunity to read Adviser's Form ADV Part 2 and 2B (Uniform Application for Investment Adviser Registration) as required by Rule 204-3 under the Investment Advisers Act of 1940 prior to or concurrently with the execution of this Agreement by the Client. Client also acknowledges that Adviser has delivered to the Client Adviser's privacy notice. If the Form ADV Part 2 is received concurrently with this Agreement, the Client has a right to terminate without penalty within five business days after entering into this Agreement.

14) Severability

- a) Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms or provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

15) Applicable Law

- a) To the extent not inconsistent with applicable law, this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

16) Electronic Delivery

- a) You authorize Adviser to deliver, and you agree to accept, all required regulatory notices and disclosures, as well as all other correspondence from Adviser, via electronic mail. Adviser shall have completed all delivery requirements upon the forwarding of such document, disclosure, notice and/or correspondence to your last provided e-mail address. You may notify Adviser in the event you do not want electronic delivery of information. You have the right to withdraw your consent to electronic delivery without the imposition of any fee or condition.

17) Authority

- a) Client acknowledges that he/she/they/it has (have) all requisite legal authority to execute this Agreement, and that there are no encumbrances on the Assets. Client correspondingly agrees to immediately notify Adviser, in writing, if either of these representations should change.

In witness whereof, Client and Adviser have each executed this Agreement on the day, month and year first above written.

Date: _____
_____ Client

Title

Mailing Address: _____

Email Address: _____

BTC Capital Management, Inc.

Date:_____ BY:_____

Approved Signatory, Title

Mailing Address:_____

Email Address:_____

Meeting Date: 07/02/2018

Subject

Resolution approving a master services agreement with CommerceVantage

Information

In your packet is a resolution and master services agreement with CommerceVantage. The City of Indianola has been in an AP Card program with Commerce Bank to pay vendors electronically with a credit card instead of a paper check since 2014. The credit card payments earn an interchange fee that is shared the city called revenue share. In calendar year 2017, the City earned \$7,490 in revenue share from the program.

Commerce Bank is starting two new services, Private Network Transactions (PNT) and Manual Account Payable (MAP). The Master Service Agreement (packet) supersedes the 2014 agreement between the City and Commerce Bank and can be terminated with a 30-day written notice, or immediately in certain limited circumstances noted in the agreement.

Roll call is in order.

Fiscal Impact

Attachments

Memo

Agreement

Resolution

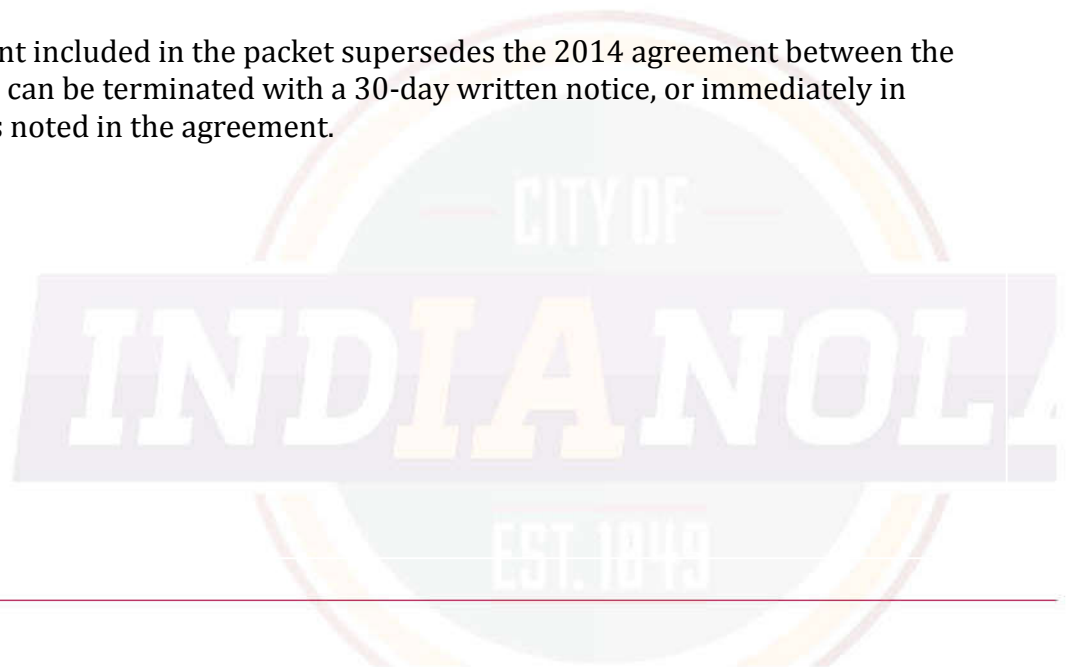


To: Mayor and Council
From: Andrew J. Lent, Director of Finance
CC: Ryan Waller, City Manager
Date: 6/26/2018
Re: Commerce Bank ACH Program

Since 2014, the City of Indianola has been in an AP Card program with Commerce Bank to pay vendors electronically with a credit card instead of a paper check. This helps our payment system since the vendor is paid timely and there are no outstanding paper checks floating around not getting cleared at the bank. The credit card payments earn an interchange fee that is shared with the city called revenue share. In calendar year 2017, the City earned \$7,490 in revenue share from the program. There is no fee or cost to the vendor that is passed by Commerce Bank.

We are currently working with Commerce Bank to add more vendors to this program so that we can increase our revenue share payout. To accomplish this, Commerce Bank is starting two new services with the program. One program is Private Network Transactions (PNT) where Commerce Bank will work with withdrawn vendors to lower their transaction fees. The revenue share paid on the PNT transactions is at a lesser rate since Commerce is negotiating a lower interchange fee, but adds more payments that will be done by more secure electronic means and not by paper check. The other program, Manual Account Payable (MAP), allows Commerce Bank to facilitate manual credit card payments to vendors that only accept by manual means. For example, a vendor may accept card, but would like someone to manually log onto their website or call in with the credit card information. Commerce Bank will do this on behalf of the City of Indianola so that more revenue share can be captured.

The Master Service Agreement included in the packet supersedes the 2014 agreement between the City and Commerce Bank and can be terminated with a 30-day written notice, or immediately in certain limited circumstances noted in the agreement.



**COMMERCEVANTAGE™
MASTER SERVICES AGREEMENT**

THIS COMMERCEVANTAGE™ MASTER SERVICES AGREEMENT (“Master Services Agreement” or “Agreement”) is made and entered into as of the Effective Date by and between Commerce Bank, a Missouri bank and trust company (“Commerce”) and **City of Indianola, Iowa** (“Customer”). For purposes of this Agreement and the Service Agreement(s) attached hereto (as defined below), Commerce and Customer may sometimes be referred to herein individually as a “**Party**” and collectively as the “**Parties**.”

1. DEFINITIONS. As used in this Agreement and any Service Agreements attached hereto, the following terms have the definitions ascribed to them and include the plural as well as the singular:

1.1 “**ACH**” means Automated Clearing House, which is the electronic network governed by the National Automated Clearing House Association (NACHA) Operating Rules.

1.2 “**Administrator**” means, individually and collectively, one or more employees and/or a third party provider of Customer who are designated by Customer to assist Commerce in the administration of the Service(s).

1.3 “**Charges**” has the meaning provided in Section 10.

1.4 “**Customer**” means Customer and any of its officers, directors, employees and agents who utilize the Services.

1.5 “**Customer Account**” means one or more commercial bank accounts established and maintained by Customer wherein Customer authorizes Commerce to debit by means of an automated clearing house (ACH) transaction to facilitate Supplier Payments and AP Automation Fees, if any, or credit monthly revenue share payments.

1.6 “**Disbursement Account**” means an account maintained and owned by Commerce and will be used by Commerce to disburse Payments on behalf of Customer for pre-funded transactions pursuant to a Payment Instruction and related Documentation.

1.7 “**Document**” or “**Documentation**” means the documentation given to Customer by Commerce to enable Customer to access and use the Service(s) including, but not limited to, electronic or printed versions of the Customer Responsibilities Manual, if applicable, user guides, instructions, policies, procedures, specifications, product standards and guidelines.

1.8 “**Effective Date**” shall be defined as set forth in Section 19.

1.9 “**Indemnification Law**” means any law (including, without limitation, any statute, regulation, ordinance, rule or any budget law or case law) applicable to Customer (whether federal, state, local or otherwise) that has the effect of limiting or restricting Customer’s power, right or authority to undertake, or make payment pursuant to, any obligation to contractually indemnify third parties.

1.10 “**Losses**” means the aggregate of (a) any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages, diminution in value, fines, fees, penalties or other charges for which indemnification may be sought hereunder and (b) any court filing or other fees or costs, investigative costs, attorney’s fees and costs, witness and professional fees and any other fee and cost associated with the successful assertion of a claim for indemnification hereunder.

1.11 “**Master Services Agreement**” or “**Agreement**” means the CommerceVantage Master Services Agreement, any Service Agreement(s) attached hereto, all Addenda from time to time executed by the Parties and attached hereto, and all amendments to the foregoing.

1.12 “**Payment**” means the settlement of a Payment Instruction by Commerce using funds from a Disbursement Account and/or through a line of credit at Commerce. The term “Payment” as used in this Agreement does not imply that Supplier has taken the funds, but rather Payment has been made available to Supplier using one of the payment methods described in the Service Agreement(s).

1.13 “**Payment Instruction**” means a Customer initiated and approved file request for Payment to Customer’s Supplier(s) initiated through Commerce’s systems.

1.14 “**Program**” means the CommerceVantage Program administered by Commerce as set forth in this Agreement.

1.15 **“Public Record Law”** means any state’s law which provides that Customer’s contracts are open and available to the public.

1.16 **“Services”** shall have the meaning as described in Section 2 and as further defined in the Service Agreement(s).

1.17 **“Service Agreement”** means the agreement(s) attached hereto and incorporated herein, in which Customer may use under the Program.

1.18 **“Supplier”** means any entity or person that has entered into a contract with Customer pursuant to which such entity provides goods or services to or on behalf of Customer.

2. INTRODUCTION. Commerce will provide Customer with a payment solution that shall be used in accordance with the terms and conditions of this Master Services Agreement, the applicable Service Agreement(s), and any other Documentation or materials that are made a part thereof, or are incorporated therein by reference, or are generally available to the users of the Services. The Documentation (e.g. user guides, manuals, technical information, etc.) may be modified from time to time by Commerce and/or Commerce’s third party providers. If applicable, this Master Services Agreement shall supersede and replace any other Commerce Bank Commercial Card Agreement, ActiveFunds Agreement, Accounts Payable Agreement or ControlPay/EIPP Buyer Participation Agreement previously entered into by Customer and shall be the controlling document that governs all Services, whether existing at the time this Master Services Agreement is executed or entered into at a future date by Customer. Commerce may utilize outside service providers and agents in the performance of all or any of the Services.

3. SERVICES; SUPPLIER INFORMATION AND DATA; SET-UP.

3.1 Use of the Services. Customer may elect to use one or more of the Services, as evidenced by the Service Agreement(s) attached hereto, during implementation or at a future date. Customer agrees that it will also review and comply with the relevant provisions of the Documentation, as the same may be amended from time to time.

3.2 Supplier Information and Data. Customer shall provide Commerce with required Supplier information, which may vary depending the Service(s) elected, to facilitate Commerce’s creation of the initial Supplier profile. Commerce will also provide Customer with standard data exchange formats and transmission protocols, along with requirements and testing processes. If any of these requirements are not met, Commerce shall no longer be bound to provide the Services elected by Customer or shall be authorized to deliver (as a complete and finished work product) whatever portion of the Services that can reasonably be performed under the circumstances.

3.3 Set-Up and On-Boarding. Customer acknowledges that Commerce is relying upon Customer to perform its industry standard screening on the Suppliers paid using this Program. Customer represents that each Supplier to whom it will send payment is an established Supplier or has been independently verified by Customer. Commerce and Customer will cooperate to establish the authorized Suppliers for payment, the payment terms of such Suppliers and any other requested Supplier information. Customer will provide Commerce with all such identifying information regarding its Suppliers as Commerce may deem to be required, to enable Commerce to fulfill its legal and regulatory obligations with respect to each Supplier that Customer intends to pay through the Program. Commerce makes no representation or warranties concerning the accuracy or completeness of any Supplier information supplied by Customer and/or Supplier or the validity or accuracy of any Payment Instruction. Commerce shall have no responsibilities or obligations to Customer based on the actions or inactions of the Suppliers with respect to Customer.

4. PROGRAM ADMINISTRATOR. Promptly after the Effective Date of this Agreement, Customer shall designate one or more Administrator(s) to assist Commerce with initial set-up and administration of the Services. Customer must execute and deliver proper documentation authorizing said Administrator to act for and on behalf of Customer. Customer shall be responsible for all transactions initiated or authorized by an Administrator or system user. Customer agrees that Commerce will not be liable for losses arising from or as a result of the negligence or willful misconduct of Customer’s Administrator, including but not limited to an Administrator’s or system user’s failure to properly enter and/or transmit Payment Instruction. If Customer or an Administrator permits any person or entity other than the documented Administrator to perform any duty or responsibility of the Administrator, Customer shall be deemed to have authorized that person to act as an Administrator and perform duties of an Administrator.

The Administrator shall undertake the following duties on behalf of Customer: (i) the Administrator shall have the responsibilities assigned in the Program Administrator Delegation document provided by Customer to Commerce; (ii) the Administrator shall familiarize themselves with the basic functionality of the Service(s), including but not limited to, Payment

Instruction processing and approval, Payment log status and posted transactions examination, and Payment settlement procedures; and (iii) the Administrator shall act as the primary point of contact between Customer and Commerce.

5. ELECTION OF INTERNET SYSTEMS. The Parties acknowledge that they intend to establish procedures for the transmission of information and data over the Internet in connection with Customer's access and use of the Services. Customer understands and accepts the risks inherent in the use of the Internet, including the potential for the risk of loss. Customer acknowledges that data transmitted over the Internet, in secure formats or otherwise, may be intercepted by third parties and that data sent over the Internet is not guaranteed to arrive, be on-time or be accurate and that missing, delayed or incorrect data may result in errors in processing and paying Payment Instructions and may present other problems for Customer's business. Commerce shall not be liable to Customer based on or arising out of the failure of any data transmitted over the Internet to arrive in a timely manner (or at all) or be complete and accurate or for any acts by third persons who wrongfully intercept such data. Customer shall be responsible for any costs associated with making its internal systems compatible with the system(s) used to provide the Service(s), if any.

Use of the Internet with any system will require a company ID, user name and password. Customer acknowledges that Commerce is entitled to rely on the use of the company ID, user name and password as authorization for any transaction initiated using the Internet. Customer is responsible for all transactions initiated or authorized using the Internet with any system. The password Customer selects is for its use and protection. Customer agrees to: (a) not disclose the password or otherwise make it available to anyone else; (b) use the password as instructed; (c) be liable for the password and for its use, as described in the Service Agreement(s) and/or other Documentation.

6. PAYMENTS. Customer will utilize the selected Internet system to process a Payment Instruction. Customer will submit Payment Instructions following the procedures described in the Documentation, as amended from time to time. The Payment Instruction will include, but not be limited to, Supplier information and specific dollar amounts to be paid to each Supplier. All Payment Instructions must be submitted for payment in U.S. currency (USD).

6.1 Sole Responsibility. Customer shall be solely responsible for determining the accuracy, validity and approval of all Payment Instructions. Customer agrees that if Customer or its Administrator approves a Payment Instruction, Customer is irrevocably obligated to fund said Payment in respect of such Payment Instruction. Commerce shall not be responsible for and shall be held harmless by Customer from and against any Losses arising out of or relating to any delay in making or failure to make any Payment to any Supplier by reason of (i) the failure or delay of Customer or the Supplier to remit any required Supplier information; (ii) any instructions by Customer to withhold Payment from that Supplier; (iii) any failure by Customer to timely approve any Payment Instruction or timely provide funding in respect of any Payment Instruction; (iv) the inaccuracy or incompleteness of any Supplier information or instructions provided by Customer or Supplier; or (v) if applicable, lack of funds in Customer's Account or Disbursement Account. **Commerce's sole responsibility hereunder shall be the receipt and processing Payment Instructions and the remittance of Payments on behalf of Customer pursuant to instructions issued by Customer and/or Supplier in accordance with this Agreement.**

6.2 Authorization. Customer authorizes Commerce to make Payments in accordance with Customer's Payment Instructions. Commerce is entitled to conclusively rely on the Payment Instructions given by Customer's Administrator, even if such instructions are incorrect. Customer further acknowledges and agrees that once a Payment Instruction has been delivered to Commerce, Customer acknowledges and agrees that a Payment Instruction cannot be reversed.

7. CUSTOM SERVICES. Customer may from time to time request that Commerce provide it with custom development, reporting or other services. All such requests for services shall be evidenced by a statement of work executed by Customer and Commerce. Customer agrees to pay to Commerce all fees associated with such custom services.

8. FINANCIAL STATEMENTS. From time to time, Commerce may request and Customer shall produce financial records relating to the financial condition of Customer. Customer shall produce such records not later than thirty (30) days following such request.

9. TITLE & OWNERSHIP OF INTELLECTUAL PROPERTY. Commerce and/or the relevant Commerce third party providers or agents shall retain title and ownership to all software code utilized by Customer in connection with the terms of this Agreement, including all rights to patents, copyrights, trademarks and trade secrets. No rights in or to any such intellectual property shall accrue to Customer. Customer agrees not to sell, transfer, publish, disclose, display or otherwise make available to others any of the software code, documentation or other materials relating to the software and agrees to use said software according to the provisions contained in any license agreement between Customer and the system provider. Customer may not modify, reverse engineer or decompile any of such Intellectual Property nor make any derivative works thereof. The terms of this Section shall survive any termination or expiration of this Agreement.

10. CHARGES. Customer shall pay to Commerce all fees, charges and other amounts due to Commerce, if any, incurred in the use of the Service(s) and pursuant to this Master Services Agreement, any Service Agreement(s) attached hereto and the attached Schedules (collectively, “**Charges**”). Fees may be subject to change from time to time by Commerce upon ninety (90) days’ prior written notice.

11. DISPUTES. All disputes and claims concerning a Supplier’s performance or non-performance of their obligations shall be resolved between Customer and the relevant Supplier. Commerce shall have no liability or responsibility to mediate or resolve any such dispute or claim and Commerce makes no representations or warranties regarding the acceptability of any Party’s performance of its obligations. Customer’s beliefs that it is due a credit or other compensation from a Supplier or other dispute with Supplier shall not affect Customer’s irrevocable obligations to fund a Payment in respect to a Payment Instructions and pay all Charges associated with each Service.

12. INDEMNITY.

12.1 Customer Obligation. To the extent permitted under the Indemnification Laws, Customer agrees to defend, indemnify and hold harmless Commerce and its officers, directors, agents and employees from and against any and all claims by third parties (including, without limitation, Customer’s Suppliers or its Administrators) and all costs (including reasonable attorneys’ fees), expenses and liabilities incurred by Commerce in connection with such claims, arising from or as a result of the establishment and use of the Services, provided that such claims are not the result of or connected with the gross negligence or willful misconduct of Commerce or the violation by Commerce of any law or regulation relating to the Services. Customer acknowledges that the pricing provided in the Card Service Schedule is based on including this indemnification.

12.2 Commerce Obligation. Commerce agrees to defend, indemnify and hold harmless Customer and its officers, directors, agents and employees from and against any and all claims by third parties (including reasonable attorneys’ fees), expenses and liabilities incurred by Customer in connection with such claims, arising from or as a result of the gross negligence or willful misconduct of Commerce, provided that such claims are not the result of, or connected with, the gross negligence, or willful misconduct of Customer or the violation by Customer of any law or regulation relating to the Services.

12.3 Limitation of Commerce Obligation. In no event shall the amount of Commerce’s obligation under Section 12.2 exceed the maximum amount that Customer would be legally permitted, under the Indemnification Laws in effect as of the date of the event giving rise to such obligation of Commerce, to pay or contractually incur (whichever amount is lower) under Section 12.1 as of such date.

13. TERM AND TERMINATION.

13.1 Term. This Agreement shall remain in full force and effect until terminated by either Party as herein set forth. Either Party may terminate this Agreement or any Service Agreement at any time, with or without cause, upon thirty (30) days’ prior written notice. Termination of the Master Services Agreement shall automatically terminate all Service Agreements.

13.2 Termination. Notwithstanding the foregoing, Commerce or Customer shall have the right to terminate this Agreement immediately and without notice, upon the occurrence of any one or more of the following events:

- (i) Dissolution or liquidation of the other Party; or
- (ii) Insolvency of the other Party; or the institution by or against the other Party of any bankruptcy or insolvency proceeding; or the appointment of a receiver or trustee for the other Party; or the other Party enters into an arrangement with, or for the benefit of, its creditors; or
- (iii) Any material adverse change in the financial condition of the other Party; or
- (iv) Any default hereunder, or breach of the obligations undertaken herein or in any Service Agreement, or in any other agreement by and between the Parties hereto; or
- (v) Upon the occurrence of any event in any agreement which would allow Commerce to declare any indebtedness owing by Customer due and payable in full; or
- (vi) A change in the ownership of Customer, or a sale of all or substantially all of Customer’s assets; or
- (vii) If either Party is hereafter prohibited by law from performing or contracting for the Services. Commerce will not be responsible or liable in any manner for any Losses incurred by Customer in respect of any breach of contract which may arise out of any termination of this Agreement pursuant to this Section.

14. DISCLAIMER AND LIMITATION OF LIABILITY. COMMERCE DOES NOT MAKE OR GIVE, AND HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES, REPRESENTATIONS OR CONDITIONS, BOTH EXPRESSED OR IMPLIED, ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF

TRADE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY, REPRESENTATION OR CONDITION OF MERCHANTABILITY, MERCHANTABLE QUALITY OR FITNESS FOR ANY PURPOSE, PARTICULAR, SPECIFIC OR OTHERWISE OR ANY WARRANTY OF TITLE OR NON-INFRINGEMENT, FOR ANY OF THE PRODUCTS, PROCESSING, SERVICES, PROGRAMS, SPECIFICATIONS, STANDARDS, SOFTWARE, HARDWARE OR FIRMWARE CREATED, SUPPLIED, REQUIRED, LICENSED OR APPROVED BY COMMERCE OR REFERENCED IN THIS AGREEMENT.

WITHOUT LIMITING CUSTOMER'S RIGHT TO INDEMNIFICATION AS SET FORTH IN SECTION 12 OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES AND UNDERSTANDS THAT COMMERCE'S LIABILITY RELATED TO ANY CLAIM ASSOCIATED WITH THIS AGREEMENT IS LIMITED TO ACTUAL DAMAGES SUSTAINED BY CUSTOMER THAT ARE A DIRECT RESULT OF COMMERCE'S FAILURE TO ABIDE BY THIS AGREEMENT. CUSTOMER MUST BRING ANY ACTION WITH RESPECT TO SUCH CLAIM WITHIN ONE (1) YEAR AFTER IT AROSE.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES HEREBY ACKNOWLEDGE AND AGREE THAT NEITHER PARTY NOR ANY OF ITS RESPECTIVE REPRESENTATIVES SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, STRICT LIABILITY OR OTHER LEGAL THEORY, EVEN IF ANY OF SUCH PERSONS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES, TO THE MAXIMUM EXTENT PERMITTED BY LAW ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY.

15. NOTICE AND COMMUNICATION. All notices hereunder shall be in writing and shall be deemed duly given when personally delivered, when delivered by recognized overnight courier, or three (3) days after mailing if sent by certified or registered United States mail, return receipt requested, postage prepaid, to the appropriate Party at the address set forth below, or at such other address as the applicable Party may indicate from time to time in writing. Notice hereunder shall be sent:

Commerce:

Commerce Bank
Attn: Commercial Products
811 Main Street, KCCOMPROD
Kansas City, Missouri 64105

Customer:

City of Indianola, Iowa
Attn: Andrew Lent
110 North First St.
Indianola, IA 50125

16. ELECTRONIC RECORDS. Customer agrees that this Agreement and all paper records related to the transaction with which this document is a part and whether or not the paper records were submitted in advance of, contemporaneously with or subsequent to, the execution of this document may, at the option of the Commerce, be converted by any digital or electronic method or process to an electronic record or subsequently further converted or migrated to another electronic record format or electronic storage medium. Customer further agrees that upon conversion to an electronic record as authorized herein such electronic record shall be the record of the transaction and the electronic record shall have the same legal force and effect as the paper documents from which it was converted. Customer waives any legal requirement that any documents digitally or electronically converted be embodied, stored, or reproduced in a tangible media. Customer further agrees that a printed or digitally reproduced copy of the electronic record shall be given the same legal force and effect as a signed writing. In addition, Customer authorizes and agrees to destruction of the paper documents by Commerce upon conversion of the paper documents to a digital or electronic record.

17. CONFIDENTIALITY. Commerce and Customer will keep strictly confidential and will not use or disclose to any third party or to any employee, officer, director or agent (except on a need to know basis) for any purpose whatsoever (other than as contemplated herein or for a business evaluation of the Program performed by either Party) all or any portion of the contents of the Program, including but not limited to, any of the terms of, conditions of or other facts concerning the Services, pricing, materials, processes and any written or oral information furnished by Commerce or by Customer which is either nonpublic, confidential or proprietary in nature unless such use or disclosure is lawfully permitted or is mutually agreed upon in writing by Customer and Commerce; provided, however, Customer understands and acknowledges that affiliates of Commerce and vendors of Commerce will assist in the implementation and maintenance of, and provision of various services under, the Program, therefore Customer authorizes Commerce to share any information that it obtains from Customer with its affiliates and vendors if needed to perform periodical financial, operational and regulatory reviews and audits. Information may also be shared with any regulators having jurisdiction over Commerce or its affiliates. In the event Customer is subject to a Public

Record Law, Customer shall comply with the provisions of this Confidentiality paragraph only to the extent that such compliance is in accordance with the applicable Public Record Law.

18. MISCELLANEOUS PROVISIONS.

18.1 Compliance with Applicable Laws and Regulations. Customer acknowledges that Commerce is a regulated financial institution and that Customer must provide any information and records regarding its Suppliers, Customer's identity, business, and operations, and other matters that may be requested from time to time by Commerce in order to enable it to perform periodic financial, operational and regulatory reviews and to comply with any applicable laws or regulatory requirements, including but not limited to the USA Patriot Act and The Office of Foreign Assets and Control (OFAC). In addition, Customer acknowledges that all transactions initiated through the Program are subject to possible limitations under applicable laws and regulations, including the rules issued by OFAC, and that no Payments which violate any such laws and regulations can be made using the Services.

18.2 Taxes. Customer acknowledges and agrees that Commerce: (i) is not responsible for calculating VAT, retail sales, withholding or other taxes associated with a Payment Instruction; and (ii) is not responsible for collecting or reporting taxes owed to any Party or authority associated with a Payment Instruction. As between Commerce and Customer, Customer shall calculate and pay all taxes, duties, levies, tariffs or similar charges of any kind (including withholding or value added taxes) imposed by any federal, state, local or other governmental entity with respect to any Payment Instructions processed under this Agreement for goods or services provided to Customer. Customer shall hold Commerce harmless from any and all Losses arising from any failure by Customer or any Supplier to collect or pay any such taxes, duties, levies, tariffs or similar charges.

18.3 No Implied Waivers. The rights of any Party under any provision of this Agreement shall not be affected by its prior failure to require the performance by the other Party under such provision or any other provision of this Agreement, nor shall the waiver by any Party of a breach of any provision hereof constitute a waiver of any succeeding breach of the same or any other provision or constitute a waiver of the provision itself. A waiver of any right or obligation hereunder must be in writing and signed by the Parties to this Agreement.

18.4 Remedies. In the event that either Party breaches or violates any of the obligations contained in this Agreement, and in addition to the rights and remedies otherwise provided in this Agreement, the other Party shall be entitled to exercise any right or remedy available to it either at law or in equity, including without limitation, termination of this Agreement, damages and injunctive relief. The exercise of any right or remedy shall be cumulative.

18.5 Complete Agreement; Amendments. This Agreement constitutes the complete understanding between Customer and Commerce with respect to the subject matter hereof and all prior oral or written communications and agreements with respect thereto are superseded. No alteration, amendment or modification of any of the terms and conditions of this Agreement shall be valid unless made pursuant to any instrument in writing signed by both Parties.

18.6 Authority. The execution and delivery of this Agreement by Customer and the performance hereof by Customer have been duly authorized by all necessary corporate action on the part of Customer. Customer shall provide to Commerce, as Commerce may request from time to time, such documentation relating to Customer's authority to contract for the Services.

18.7 Binding Agreement; Benefit. The Documents shall be binding upon and inure to the benefit of the Parties hereto and their respective legal representatives, permitted successors and permitted assigns. Except as agreed to in writing by the Parties, this Agreement, as well as any applicable Service Agreement shall not be deemed to be entered into for the benefit of any other person, third party beneficiary or entity, and no other person, third-party beneficiary or entity shall have the right against Commerce or Customer under this Agreement or any part thereof.

18.8 Assignment. Neither Party shall sell, assign or transfer this Agreement or any part thereof without the prior written consent of the other Party; provided, however, Commerce may, without the consent of Customer assign any or all of its rights and obligations under this Agreement to its parent, any subsidiary (of Commerce or its parent), or any affiliate (of Commerce or its parent) or to any other Party pursuant to a merger, acquisition, consolidation, reorganization, or a sale of all or any portion of its assets.

18.9 Force Majeure. Commerce shall not be in default of this Agreement to the extent that performance of its obligations is delayed or prevented by reason of any act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party, including, but not limited to, telecommunications carriers and utilities or any other matter beyond its reasonable control.

18.10 Severability. The invalidity or unenforceability of any one or more portions, sentences, clauses or paragraphs in this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement or any part thereof.

18.11 Independent Contractors. Customer and Commerce acknowledge and agree that they intend to create an independent contractor relationship between them under this Agreement. Accordingly, Customer and Commerce agree that: (i) nothing contained in this Agreement will be construed to make either Customer or Commerce, an agent of the other; (ii) neither Customer nor Commerce shall have any authority under this Agreement to bind, obligate, or otherwise commit the other to any other agreement or transaction for any purpose whatsoever; and (iii) this Agreement does not create or evidence any partnership, joint venture, franchise, or other business organization between the Customer and Commerce.

18.12 Press Releases and Publicity. Neither Party will use other Party's name in press releases, product brochures and annual reports indicating that the Parties are doing business with each other without the prior written approval by the other Party before release; provided, however, Commerce may use Customer's name, Customer-provided logo, and general industry/business description in Commerce's customer listings and in its sales presentations without obtaining Customer's prior consent.

18.13 Headings and Language. Headings are inserted for convenience of reference only and do not constitute part of this Agreement.

18.14 Survival: Notwithstanding anything to the contrary herein, Sections 5, 6, 9, 11, 12, 14, 15, 16, 17 and 18 shall survive the termination of this Agreement.

19. EFFECTIVE DATE. Notwithstanding anything else contained herein to the contrary, this Agreement and any Service Agreements attached hereto will be subject to Commerce performing due diligence and credit investigations and will be effective only upon execution by Commerce as of the date shown below (the "**Effective Date**") and/or the date shown on any Service Agreement(s) attached hereto.

20. TERMINATION OF COMMERCIAL CARD AGREEMENT. This Agreement specifically supersedes that certain Commerce Bank Commercial Card Agreement dated August 21, 2014 and any modifications thereto, by and between Commerce and Customer. As of the Effective Date hereof, said Commercial Card Agreement shall be of no further force and effect.

21. EXECUTION IN COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by facsimile or other electronic means shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by facsimile or other electronic means shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

22. ELECTRONIC SIGNATURE. If this Agreement or any other document associated with this Program is executed by means of a facsimile signature or a signature reproduced by PDF or other reproductive format, or any electronic symbol, marking, communication, or process attached to or logically associated with a document (collectively, an "electronic signature"), the Parties agree that the electronic signature is intended to authenticate the document and to demonstrate the party's intent to be bound by such document, and such an electronic signature shall have the same force and effect as if the document bore a handwritten signature. For any document bearing an electronic signature, the parties agree that the version of the document containing the electronic signature and retained by Commerce shall be deemed to be the original, copies of which shall be made available to Customer upon request.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Master Services Agreement has been executed by the duly authorized officers of the Parties hereto.

Commerce Bank**City of Indianola, Iowa**

By: _____

By: _____

Printed Name: _____

Printed Name: Andrew J. Lent

Title: _____

Title: Director of Finance

Effective Date: _____

CommerceVantage™ Card Service

THIS COMMERCEVANTAGE™ CARD SERVICE AGREEMENT (“Card Service”) is made and entered into as of the Effective Date shown below by and between Commerce Bank (“Commerce”) and **City of Indianola, Iowa** (“Customer”).

Commerce and Customer agree that the Services referenced herein shall be performed in accordance with these Service Agreements, the Master Services Agreement attached hereto and any other Documentation. Commerce shall be responsible only for performing those Services expressly referenced in this Service Agreement and implemented by Customer. Terms used herein, which are defined in the Master Service Agreement, shall have the meanings given to them in the Master Service Agreement.

CommerceVantage™ Card Service – Commercial Cards, AP Cards and/or Private Network Accounts (Credit Transactions)

CommerceVantage Card Services will facilitate payment to Customer’s Suppliers by assigning AP Cards and/or Private Network Accounts to Customer and/or issuing Commercial Cards to Employee Cardholders (“Card Service”).

1. DEFINITIONS. These additional terms, as used in this Card Service Agreement, and any other Service Agreement, shall have the following meanings and include the plural as well as the singular:

1.1 “**AP Card**” means the Visa or MasterCard account numbers associated with the AP Cards issued by Commerce to Customer or its Administrator without an associated plastic under the Program. The operating rules, established by card companies, shall govern the services offered.

1.2 “**Cardholder Agreement**” means that agreement delivered to each Employee Cardholder which governs the use of the Commercial Cards, as amended from time to time.

1.3 “**Commercial Card**” means the Visa® or MasterCard® Commercial Card and the numbers associated with the Commercial Card issued by Commerce to Employee Cardholder. The operating rules, established by card companies, shall govern the services offered.

1.4 “**Employee Cardholders**” means, collectively, those designated officers, directors, agents and employees of Customer.

1.5 “**Network Transaction**” means the payment transaction where Commerce is only the AP Card issuer (issues AP Card account numbers to Customer) and does not control fees associated with acceptance of a card transaction by the Supplier.

1.6 “**Private Network Account**” means the Commerce Bank Private Network card account number associated with the Commerce Bank Private Network Account issued by Commerce to Customer or its Administrator without an associated plastic under the Program. The operating rules, established by Commerce, shall govern the services offered.

1.7 “**Private Network Transaction**” means the payment transaction where Commerce is both the Private Network Account issuer (issues Private Network Account numbers to Customer) and the acquirer (has limited banking relationship with merchant) and controls the fees associated with the transaction.

1.8 “**Unauthorized Charge**” means the use of a Commercial Card, AP Card, and/or Private Network Account, by a person, other than the Customer, who does not have actual, implied or apparent authority for such use, and from which the Customer receives no benefit.

2. COMMERCIAL CARDS; AP CARDS; AND/OR PRIVATE NETWORK ACCOUNTS

a. Commerce shall issue AP Cards and/or Private Network Accounts to the Customer, provided that a Payment Instruction has been made by an Administrator in the form required by Commerce; and/or Commerce shall issue a Commercial Card to each Employee Cardholder designated by Customer, provided that (i) each such designated Employee Cardholder has a business or commercial purpose for the Commercial Card, and (ii) a card issuance request has been made by an Administrator in the form required by Commerce.

b. Each Commercial Card shall be valid for the term indicated thereon, unless such Commercial Card has been canceled by Commerce pursuant to the provisions of this Card Service Agreement or at the request of Customer.

c. Commerce acknowledges the ability of Customer to revoke any authority given to an Administrator, at Customer’s discretion upon proper notice to Commerce; provided, however, that Customer shall remain liable for all charges made to each Commercial Card, AP Card and/or Private Network Account as provided in this Card Service Agreement.

d. Commerce acknowledges the ability of Customer and/or its Administrator to cancel the Commercial Card issued to any one or more Employee Cardholder(s), at Customer’s discretion upon proper notice to Commerce; provided, however, Customer and/or its Administrator shall take all reasonable actions necessary to retrieve the Commercial Card issued to Employee Cardholder or terminated Employee Cardholder and shall immediately destroy the retrieved Commercial Card.

e. If a Private Network Transaction is utilized to pay Customer’s Supplier, Commerce will agree to pay Customer’s Suppliers so long as the Supplier meets certain underwriting criteria, enters into a limited merchant agreement with Commerce, and

provides Commerce with requested account information and documentation. Should the Supplier fail to meet any of the above, Commerce may reject or terminate said Supplier and upon notification to Customer Commerce will no longer be responsible for payment under this Program.

f. Customer acknowledges that the Private Network Transactions are not Visa transactions and Customer has no recourse against Visa regarding any Private Network Transactions or any other claims arising from the Private Network Accounts. Customer shall indemnify Visa and hold Visa and its members harmless from and against claims, liabilities, losses, and expenses arising from or in connection with the Private Network Accounts.

3. **BILLING PROCEDURES.** Central Billed Accounts: Except as otherwise provided herein, Customer shall be liable for all charges made to each Commercial Card, AP Card and/or Private Network Account. Charges shall be set forth on an electronic billing statement and shall be paid by Customer within the time period provided in the Card Service Schedule, attached hereto and incorporated herein by this reference, and as set forth herein. Commerce shall have no duty or obligation to inquire into the nature of any transaction charged by a Customer or Employee Cardholder (e.g., whether such transaction was for a business or personal use).

4. **LINE OF CREDIT.** Commerce will establish a maximum line of credit amount for Customer.

a. All amounts charged to the Commercial Cards, AP Cards and/or Private Network Accounts together with any fees and charges owed to Commerce by Customer in connection with the Card Service, may not exceed, in the aggregate, the line of credit amount unless Commerce in its sole discretion authorizes such charges. So long as the line of credit facility has not been terminated and/or demand has not been made by Commerce, advances under this line of credit may continue to be made, repaid and re-borrowed as provided for herein.

b. Commerce may, at any time in its sole discretion, increase the amount of Customer's line of credit temporarily or for an extended period without prior notice.

c. Commerce may, at any time in its sole discretion, decrease the amount of Customer's line of credit upon thirty (30) days' prior written notice to Customer; provided, further, Customer agrees that if any amounts are outstanding on the Commercial Cards, AP Cards and/or Private Network Accounts which exceed the adjusted line of credit amount, Customer will immediately pay Commerce such excess amounts.

d. Collateral securing other obligations with Commerce, if any, will also secure this line of credit.

5. **TERMINATION.**

a. All Commercial Cards, AP Cards and/or Private Network Accounts shall be deemed canceled effective upon termination of this Agreement or as otherwise provided herein, and all amounts outstanding under such Commercial Cards, AP Cards and/or Private Network Accounts shall automatically become immediately due and payable in full by Customer without further notice.

b. Commerce may terminate this Service Agreement immediately if Customer fails to make any payment when due under this line of credit or any other Service Agreement.

6. **REPORTING.** Commerce will, either directly or indirectly through its Suppliers, receive data from the transactions made with the Commercial Cards, AP Cards and/or Private Network Accounts; such data will be delivered to Customer as specified herein. Commerce shall have no responsibility or liability for the capture, transmission, grouping, reporting, categorizing or any other act performed or required to be performed in connection with the foregoing data that Customer's Suppliers are transmitting at the point of sale.

7. **CUSTOMER LIABILITY.** Except as noted below, Customer shall be solely liable for the payment of all charges incurred in the use of Commercial Cards, AP Cards and/or Private Network Accounts.

a. Customer shall not be responsible for an Unauthorized Charge that is a result of the use of a stolen AP Card and/or Private Network Account if the AP Card and/or Private Network Account are reported stolen via telephone as provided in this Agreement below, within ninety (90) days after the Unauthorized Charge occurred. If the AP Card and/or Private Network Account are not reported stolen within such time frame, Customer shall be liable for all charges associated with the stolen AP Card and/or Private Network Account.

b. Customer shall not be liable for the payment of Commercial Card charges if the Commercial Card charges: (i) are waived as set forth in Visa Waiver of Liability or MasterCard Zero Liability documentation, as amended from time to time; (ii) were made after the original closure request date for a Commercial Card where the request by Customer was made in accordance with the terms of this Agreement during normal business hours; or (iii) were Unauthorized Charges as set forth in the Cardholder Agreement.

c. It is further understood and agreed that when a chargeback (the reversal of a card transaction previously credited to a vendor account), chargeback fee or any other charges to Customer's vendor occurs, including, but not limited to, loss relating to vendor disputes and vendor processing fees (collectively "Charges"), Commerce will seek payment from vendor's account. Provided, however, if the Charges are a result of a Private Network Transaction and vendor does not have sufficient funds in its account to cover the Charges, then the total amount due from vendor shall be deemed an "Uncollected

Vendor Debt". Customer agrees that Commerce shall not be held responsible for any Uncollected Vendor Debt. If applicable, Commerce may reverse any provisional credit or seek reimbursement from Customer.

d. Notification of loss, stolen or possible unauthorized use of a Commercial Card, AP Card and/or Private Network Account, should be communicated to Commerce at 800-892-7104 immediately. Communications with Commerce concerning disputed billings shall be made by mail to Commercial Card Services, 811 Main Street, Kansas City, Missouri 64105 or by phone at 800-892-7104.

8. **MANUAL AP CARD VENDOR PAYMENT.** During enrollment, Commerce will contact Customer's Vendors to see if they accept credit cards for payment. Some Vendors accept credit cards, but only if paid manually via phone, fax or vendor's website. If authorized by Customer, Commerce, on Customer's behalf, shall contact the vendors who wish to be paid manually and Commerce shall determine which vendors are best suited to use the Manual AP Card Vendor Payment service to facilitate payment. Customer shall provide Commerce with accurate information needed to complete each Vendor payment authorized by Customer, including, but not limited to, phone numbers, website addresses, authorization codes, user names and/or passwords (collectively "Payment Information"). Customer is solely responsible for communicating accurate Payment Information to Commerce and keeping information current, failure to do so may result in the delay or inability to complete a Manual AP Card Vendor Payment. Should a Vendor require Commerce to reset a password in order to continue to make a Manual AP Card Vendor Payment, Customer authorizes Commerce to reset the password. Commerce will notify Customer of a failed Manual AP Card Vendor Payment, otherwise all other processes, procedures and reporting remain the same. Volume from the Manual AP Card Vendor Payments will be included in the Monthly Net Volume for revenue share purposes.

IN WITNESS WHEREOF, this Card Service Solution has been executed by the duly authorized officers of the Parties hereto.

Commerce Bank

City of Indianola, Iowa

By: _____

By: _____

Printed Name: _____

Printed Name: Andrew J. Lent

Title: _____

Title: Director of Finance

Effective Date: _____

Card Service Schedule

MONTHLY REVENUE SHARE		
The terms outlined herein will expire in 60 days from May 15, 2018 unless an Agreement is executed.		

AP Card		
Bi-Weekly Billing Cycle, 7-Day Grace Period		
Monthly Net Volume	Corresponding Annual Net Volume	Revenue Share
\$0 - \$416,666	\$0 - \$4,999,999	1.00%
\$416,667 - \$833,333	\$5,000,000 - \$9,999,999	1.05%
\$833,334 - \$1,249,999	\$10,000,000 - \$14,999,999	1.10%
\$1,250,000 - \$1,666,666	\$15,000,000 - \$19,999,999	1.15%
\$1,666,667 - \$2,083,333	\$20,000,000 - \$24,999,999	1.20%
\$2,083,334 +	\$25,000,000 +	1.25%
The average monthly transaction amount must be greater than \$1000		
Total Monthly Net Volume is calculated using AP Card volume only		

Private Network Card	
Bi-Weekly Billing Cycle, 7-Day Grace Period	
Supplier Agreed Upon Rate	Revenue Share
2.00%	1.00%
1.75%	0.75%
1.50%	0.50%
1.25%	0.25%
1.00%	0.10%
The average monthly transaction amount must be greater than \$1000	
Private Network Card volume is calculated independently of all other Card types	

REVENUE SHARE TERMS & CONDITIONS

- 1) Volume calculations exclude credits, cash advances, fraudulent transaction amounts and volume qualifying under 1% interchange.
- 2) Card Volume qualifying at Visa or MasterCard reduced rate programs will be paid at 0.50%.
- 3) Average monthly transaction amount is defined as gross purchase volume divided by total transaction count.
- 4) Customer shall have ninety (90) days from statement date to notify Commerce of any revenue share payment errors.
- 5) Commerce reserves the right to withhold, suspend or modify revenue share payment for the following reasons:
 - a) If Customer's average Interchange Rate falls below 2.25%
 - b) If Interchange Rates become significantly altered by Visa and / or MasterCard
 - c) If monthly volume contain fraudulent transactions
 - d) If monthly revenue share payment is less than \$10
 - e) If any accounts become delinquent (central billed accounts only)
- 6) Commerce may adjust the revenue sharing percentages, as provided below, at the end of each calendar quarter following the Agreement Effective Date
 - a) Adjustments are based on the U.S. Prime Rate, as published in The Wall Street Journal "Money Rates" column on the last business day of the month immediately preceding the first day of the applicable billing cycle
 - b) Adjustments to revenue share based on Prime Rate fluctuations are not applicable while Prime Rate remains at, or below, the established 4.00% floor
 - c) When the Prime Rate exceeds 4.00%, Commerce will adjust the revenue share percent payable using the grid below. Commerce will use the same grid to determine subsequent revenue share adjustments should the Prime Rate increase or decrease from any newly established Prime Rate level in future quarters
 - d) The Established Prime Rate at the time of this contract is 4.75%.

Billing Cycle	Grace Period	Change in Prime Rate	Revenue Share Adjustment
14 Day	7 Day	0.25%	0.010%

PAYMENT SCHEDULE

Commerce will generate a billing statement on a periodic basis as outlined below. All amounts owing on the Commercial Card and/or Payment Cards including fees and charges, shall be due and payable in full on a grace period as outlined below, after the date of such statement. If applicable, the statement will be transmitted to the Employee Cardholder or to Customer via U.S. Mail or made available by an alternative means as agreed upon by both parties.

Billing Frequency	Grace Period in Days	Payment Method
Every Two Weeks (AP Card & Private Network Card)	7	Client-initiated ACH or AutoPay

PROGRAM FEES FOR ALL CARDS

Late Fee for Central Bill Accounts	For each payment not received by the payment due date shown on the billing statement, a late fee will be charged. The late fee for the respective Commercial Card and Payment Cards will be 2.5% of the amount past due.
International Service Fee	Visa and MasterCard purchases, cash withdrawals and cash advances made in currencies other than U.S. Dollars will be converted to U.S. Dollars under regulations established by Visa International and MasterCard International. Visa conversion will be at a rate selected by Visa from the range of rates available in wholesales currency markets for the applicable central processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable central processing date. MasterCard conversion rate will be selected by MasterCard, typically either a government-mandated rate or a wholesale rate provided to MasterCard. Conversion to U.S. Dollars may occur on a date other than the date of the transaction. Therefore, the conversion rate may be different from the rate in effect at the time of the transaction. Customer agrees to pay the converted amount, plus an international service fee in the amount of 2% of the transaction amount on purchases and 1% on cash withdrawals and cash advances. For purchases, cash withdrawals and cash advances made in U.S. dollars outside of the United States and its territories, you agree to pay the transaction amount plus a 1% service assessment fee.
ACH Return	\$29 each after first occurrence
Phone Payment	\$15 each after first occurrence
Statement Reprinting	\$2 per statement after three occurrences Free through certain software products selected by Customer.
Other	For information, copies or other reports not specified in this Schedule, Commerce may charge Customer such fees as Customer and Commerce may agree from time to time.
Customized Programming	AP File Layouts ❖ Standard – No Charge ❖ Custom – in those instances where this effort will generate a cost over \$3,000, Commerce will obtain a price quote for Customer. Reconciliation Reports ❖ Standard – No Charge ❖ Custom – Commerce will obtain a price quote for Customer. Other Custom Programming ❖ Commerce will obtain a price quote for Customer unless development is mutually agreed upon by Customer and Commerce. Development hours, beyond the initial 20 hours, are typically charged at a rate of \$150.00 per hour.
Software Training	Commerce uses a ‘train the trainer’ model. Initial training for Program Administrators (in person, WebEx or by phone) is at no charge. Additional training for Program Administrators via WebEx or by phone is at no additional charge. It is the Bank’s intention that the Program Administrator will train the cardholders and systems users on reporting and maintenance applications. If further training by Commerce is required for the cardholders and system users (in-person, WebEx or by Phone), Commerce will charge \$250 per hour. Appropriate advance notice is required for training.

[Signature Page to Follow]

IN WITNESS WHEREOF, this Card Service Schedule has been executed by the duly authorized officers of the parties hereto, and this Card Service Schedule shall supersede any prior Card Service Schedule.

Commerce Bank**City of Indianola, Iowa**

By: _____

By: _____

Printed Name: _____

Printed Name: Andrew J. Lent

Title: _____

Title: Director of Finance

Effective Date: _____



Certificate of Authority and W-9 for a Government Organization

Customer Name ("Organization")	Taxpayer Identification Number (TIN)
City of Indianola, Iowa	42-6004797
Address	City, State, Zip
110 N 1st Street	Indianola, IA 50125

The undersigned certifies that he/she is the duly elected and qualified Secretary Assistant Secretary, or Clerk of the Organization; that the following resolutions, or substantively similar resolutions, have been duly adopted by the Governing Board/Governing Body of the Organization pursuant to its bylaws and the power and authority granted by such resolutions and/or bylaws remain in full force and effect and have not been amended or revoked; that the officers listed below have been granted the requisite power and authority to transact business as described herein ("Authorized Person(s)"), and that the specimen signature(s) of the Authorized Person(s) below are true and genuine.

RESOLVED, that any one of the Authorized Person(s) may from time to time appoint an Administrator to assist Commerce Bank ("Commerce") in the administration of the Account(s) or Programs as provided in the applicable Agreement (each such term as defined in the Agreement).

RESOLVED, that the specimen signature(s) of the Authorized Person(s) below are true and genuine, whether such signatures are handwritten or electronic. If electronic signatures are provided, Commerce is authorized to accept the electronic signature of Authorized Person(s) for the purposes of authenticating or demonstrating the party's intent to be bound and shall have the same force and effect as if a document bore a handwritten signature.

FURTHER RESOLVED, Commerce is authorized to act upon these representations and resolutions until written notice of revocation is delivered to Commerce, and Commerce is authorized to presume the authority described herein shall apply with equal force and effect to the successors in office of the officers named herein.

Check appropriate boxes

Name of Authorized Person(s)	Title	Signature(s)	Section A (Credit)	Section B (Pre-Funded)
Andrew J. Lent	Director of Finance		☒	☒
Lu Ann Kappelman	Administrative Bookkeeper		☒	☒
Diana Bowlin	City Clerk		☒	☒
			☐	☐

Section A – Credit Programs: Commercial Cards/AP Cards/Private Network Accounts/Claims Payments

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish credit card accounts (with or without an associated plastic card)("Accounts") with Commerce, to incur debt (in the form of a line of credit established by Commerce for the Organization) associated with the Accounts, to pledge property as security for repayment of amounts due Commerce, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application, agreement, Master Services Agreement or other documentation requested by Commerce (each an "Agreement") to open the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this Corporation may from time to time request Commerce issue Commercial Cards, AP Cards and/or Private Network Accounts to any one person in connection with any of the Accounts.

Section B –Pre-Funded Programs: AP Cards (ActiveFunds)/Private Network Accounts/Claims Payments/AP Automation (Process & Pay; Invoice Automation & Pay; or Payment Hub)/Merchant Bankcard/General Banking Services

FURTHER RESOLVED, that any one of the Authorized Person(s) designated above is authorized to establish an ActiveFunds, AP Card, Private Network Accounts, Claims Payments, and/or AP Automation program (each a "Program"), and other general banking services with Commerce, including, but not limited to Merchant Bankcard services, and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any agreement, Master Services Agreement, Merchant Agreement or other documentation requested by Commerce (each an "Agreement") to establish a Program or general banking service.

Substitute Form W-9 Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (including a U.S. resident alien).
4. I am exempt from FATCA reporting.

Certification Instructions: You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For further instructions, go to www.irs.gov. The IRS does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

IN WITNESS WHEREOF, I have signed my name as of the date written below.

Signature of Secretary, Assistant Secretary or Clerk
(Original inked signature required)

Date



Program Administrator Delegation

The CommerceVantage™ Master Service Agreement, dated _____ between Commerce Bank (“Commerce”) and **City of Indianola, Iowa** states:

Program Administrator. Customer, upon signing this Agreement, shall designate one or more of its employees and/or third party provider (individually and collectively, the “Administrator”) to assist Commerce in the administration of the Program.

In accordance with the above, the individuals listed below are designated as Administrator(s), for **City of Indianola, Iowa**. Each hereby is authorized to conduct the Program Administrator duties for this company by authority of this letter including, but not limited to, submitting Payment Instructions to issue Card Service Payments and/or other payment types.

<u>Individual</u>	<u>Signature</u>
Lu Ann Kappelman	
Diana Bowlin	

Signature of Authorized Person

Date

Print Name Andrew J. Lent

Title Director of Finance

RESOLUTION NO. 2018-_____

**RESOLUTION APPROVING A MASTER SERVICES AGREEMENT
WITH COMMERCEVANTAGE**

WHEREAS, the City of Indianola, Iowa, is in need of engaging a company to provide A Commerce Bank ACH Program (hereinafter referred to as “Services”); and

WHEREAS, the City of Indianola, Iowa, has solicited proposals 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 CommerceVantage for the ACH Program; and

WHEREAS, it is the determination of the City Council that the City should enter into a Master Agreement with CommerceVantage 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 Master Agreement with CommerceVantage 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 Master Agreements 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 2nd day of July 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 07/02/2018

Subject

Resolution approving salaries

Information

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

Benjamin Harrison, Part-time EMT, \$14.89/hour effective July 4, 2018

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION 2018-____
APPROVING SALARIES

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

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

Benjamin Harrison, Part-time EMT, \$14.89/hour effective July 4, 2018

Passed and approved on the 2nd day of July 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

City Council Regular

9.1.

Meeting Date: 07/02/2018

Subject

City Manager's Report - Ryan Waller

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/02/2018

Subject

Consider motion to go 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

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/02/2018

Subject

Enter into closed session in accordance with Iowa Code Section 21.5(1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session

Information

Roll call is in order to go into closed session in accordance with Iowa Code Section 21.5(1)(i).

Fiscal Impact

Attachments

No file(s) attached.
