



CITY OF INDIANOLA COUNCIL MEETING

September 4, 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. August 20, 2018 Minutes
 - C. Applications
 1. A renewal Class "C" Liquor License and Sunday Sales Privilege for The Zoo - 102 W. Ashland
 2. A renewal refuse hauling permit for Wiegert Disposal Inc.
 - D. First consideration of an ordinance amending the recycling rates
 - E. Second consideration of an ordinance amending the Indianola Municipal Code Chapter 165, Zoning, by adding reference to Builders Board of Appeals
 - F. Final consideration of a noise ordinance
 - G. Final consideration of an amendment to Chapter 94, Time of Sale Inspection within the City sanitary sewer system, as required by Iowa Code Chapter 364.3(d)
 - H. Resolution approving the IDOT Street Finance Report
 - I. Change order number one in an amount of \$1,737.50 from Sternquist Construction for the 2018 Capital Street Improvement Project

- J. Street closure request from the American Cancer Society for the Relay for Life of Warren County - will close the inside lanes around the square on September 15, 2018 from Noon - 11:30 p.m.
- K. Street closure request from the Indianola Public Library for their City of Indianola Trunk or Treat event - October 30, 2018 from 4:30 p.m. - 8:00 p.m. - will close "C" Street between Ashland and Boston
- L. Claims on the computer printout for September 4, 2018
- 6. Council Reports
- 7. Mayor's Report - Kelly B. Shaw
- A. Community Update
- 8. Public Consideration
- A. Old Business
 - 1. Development Agreement 506 W. 2nd
 - a. Public hearing to approve and authorize the sale of real property for development located at 506 W. 2nd
 - b. Resolution making the final determination on potential sale of interest in real property and approving and authorizing execution of a Development Agreement by and between the City of Indianola and JK Management LLC dba Kappelman Appliance
 - 2. Public hearing and first consideration of a request from Kacee West to include "athletic training facility" under M-2 (general industrial) zoning regulations as a permitted principal use (P&Z unanimously recommended approval on August 14, 2018)
 - 3. Plainview and McCord Power and Controls Improvement Project
 - a. Public hearing on the plans, specs, form of contract and estimate of cost
 - b. Resolution approving plans, specs, form of contract and estimate of cost
 - c. Resolution awarding construction contract
- B. New Business
 - 1. Resolution approving salaries
 - 2. Resolution approving the purchase of SCBA's, self-contained breathing apparatus in an amount of \$102,184 for the Fire Department
 - 3. Resolution approving the purchase of a breathing fill station for the Fire Department in an amount of \$37,467.00 with Sandry Fire Supply
- 9. Other Business

- A.** City Manager's Report - Ryan Waller
 - * Receipt and file correspondence from August 17 and 22, 2018
 - B.** Enter into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.
- 10.** Adjourn

Subject
August 20, 2018 Minutes

Information

Fiscal Impact
Attachments

Minutes

REGULAR SESSION – AUGUST 20, 2018

The City Council met in regular session at 6:00 p.m. on August 20, 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 and John Parker. Absent: Greta Southall.

The following spoke regarding the dust control\maintenance of South “K” Street and placing of three-way stop signs at West 14th and South “L” Court, West 14th Avenue and South “K”, West 12th Avenue and South “K” Street:

Lon Hay – 1304 W. 14th – A petition was submitted to install three ways stop signs at the intersection of West 14th Avenue and South “L” Court, West 14th Avenue and South “K” Street, West 12th Avenue and South “K” Street to help control speed in the Deer Creek Development.

Kenny Herring – 1307 W 14th

Mike Leeper – 1313 S. “L” Court

Item “H” claims on the computer printout for August 20, 2018 and the July 2018 receipts was pulled from the consent agenda

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

Approval of agenda

August 6, 2018 Minutes

Applications

- A new Class "C" Liquor License and Outdoor Area for MishMash Eats and Sweets LLC - 113 East Salem Suite 101
- A renewal Class "C" Beer Permit and Sunday Sales Privilege for Hy Vee Gas - 912 N. Jefferson
- A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for The Hide Out - 204 E. Clinton
- A renewal Class "C" Beer Permit and Sunday Sales Privilege for Casey's - 507 S. Jefferson

Resolution No. 2018-141 setting September 4, 2018 as a public hearing and first consideration for proposed amendment to Indianola Code Chapter 165, zoning regulations, M-2 General Industrial to add athletic training facility (the complete resolution may be viewed at the City Clerk's Office)

Sidewalk waiver (natural/physical conditions and limitations) for the property located at 206/208 South "H" Street

Resolution No. 2018-142 fixing a date of meeting, September 4, 2018, at which it is proposed to approve and authorize the sale of real property for development (the complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2018-143 approving a professional service agreement with HR Green for General Wastewater Engineering Services in an amount not to exceed \$50,000 (the complete resolution may be viewed at the City Clerk's Office)

Second consideration of a noise ordinance

Second consideration of an amendment to Chapter 94, Time of Sale Inspection within the City sanitary sewer system, as required by Iowa Code Chapter 364.3 (d)

Event Application from the Dirty Bird Saloon - will close the corner of Howard Street in front of their business located at 100 N. Howard from 5:00 p.m. – midnight (inside lane of Howard Street, closest to the courthouse, will remain open to traffic).

The claims on the computer printout for August 20, 2018 and the July 2018 receipts were approved on a motion by Gezel and seconded by Clark. On roll call the vote was, AYES: Parker, Kling, Clark, Marchant and Gezel. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

It was moved by Marchant to approve the June 2018 Treasurer's Report. Council member Kling seconded the motion. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

Robert Endriss, Denman and Company, spoke regarding the upcoming FY 2018 audit.

Police Chief Dave Button presented the police department's report regarding stop signs at South "K" and 14th and South "K" and 12th. Kenny Herring, 1307 W. 14th, requested two speed bumps to help control speeders. Lon Hay, 1304 W. 14th, requested the three way stop signs be put in place at these intersections then the speed spy could be deployed with another survey being completed. Mr. Hay was also in favor of speed bumps.

A public hearing and first consideration of an ordinance amending the Indianola Municipal Code Chapter 165, Zoning, by adding reference to Builders Board of Appeals was held. There were no objections either oral or written. Clark moved and Kling seconded to approve the first consideration of this amendment. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

The following resolution entitled, "A RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE 2011 COMPREHENSIVE PLAN AT THE 900 BLOCK OF EAST HILLCREST AVENUE FROM M-1 (LIMITED INDUSTRIAL) TO R-3 (MIXED RESIDENTIAL)" was approved on a motion by Clark and seconded by Parker. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-144

A RESOLUTION AMENDING THE FUTURE LAND USE MAP OF THE 2011 COMPREHENSIVE PLAN AT THE 900 BLOCK OF EAST HILLCREST AVENUE FROM M-1 (LIMITED INDUSTRIAL) TO R-3 (MIXED RESIDENTIAL)

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

Upon the final 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), Marchant moved to adopt ORDINANCE NO. 1597, entitled, "AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165 TO ALLOW A REZONING OF PROPERTY AT THE 900 BLOCK OF EAST HILLCREST AVENUE FROM M-1 (LIMITED INDUSTRIAL) TO R-3 (MIXED RESIDENTIAL). Parker seconded the motion to adopt. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

It was moved by Kling and seconded by Marchant to approve the following resolution entitled, "RESOLUTION APPROVING PARTIAL PAYMENTS IN ACCORDANCE WITH THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND I-STREET

HOLDINGS, LLC.” On roll call the vote was, AYES: Clark, Marchant, Gezel, Parker and Kling. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-145
RESOLUTION APPROVING PARTIAL PAYMENTS IN ACCORDANCE WITH THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA
AND I-STREET HOLDINGS, LLC.

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

The City Council discussed the request from Waste Management to amend their current recycling contract by increasing the amount Waste Management is charging the city to \$0.94/house/month (from \$3.01 to \$3.95), to reflect the extraordinary changes in operating expenses associated with single stream recycling and to reflect necessary changes related to education and enforcement. Ammon Taylor, Waste Management, spoke in favor of this increase. It was moved by Marchant and seconded by Kling to approve the following resolution entitled “RESOLUTION APPROVING AMENDMENT TO CONTRACT FOR RESIDENTIAL RECYCLING SERVICES WITH WASTE MANAGEMENT OF IOWA, INC.” in an amount of \$0.94/house/month (from \$3.01 to \$3.95). This increase will also increase the resident’s recycling bill from \$3.35 to \$4.29 effective October 1, 2018. The increase stated in the current contract from Waste Management of \$0.08/house/month effective January 1, 2019 will not increase the residents recycling bill. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-146
RESOLUTION APPROVING AMENDMENT TO CONTRACT FOR RESIDENTIAL RECYCLING
SERVICES WITH WASTE MANAGEMENT OF IOWA, INC.

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

HR Director Melissa McCoy updated the Mayor and City Council regarding the Health Reimbursement Accounts.

Council member Marchant moved to adopt the following resolution entitled, “RESOLUTION AMENDING THE CITY COUNCIL POLICY” regarding the financial policy. Council member Kling seconded the motion to adopt. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-147
RESOLUTION AMENDING THE CITY COUNCIL POLICY

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

A motion was made by Marchant and seconded by Parker to approve the following resolution entitled, “RESOLUTION AUTHORIZING AN AGREEMENT WITH INFOMAX PRINTER FOR CONSOLIDATION OF SERVICE.” On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-148
RESOLUTION AUTHORIZING AN AGREEMENT WITH INFOMAX PRINTER FOR
CONSOLIDATION OF SERVICE

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

The Moody's Investors Service Credit Opinion Report was received and filed on a motion by Marchant and seconded by Parker. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

The following resolution entitled, "RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF INDIANOLA AND THE INDIANOLA HOMETOWN PRIDE COMMITTEE" was approved on a motion by Marchant and seconded by Kling. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-149
RESOLUTION APPROVING MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF
INDIANOLA AND THE INDIANOLA HOMETOWN PRIDE COMMITTEE

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

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

RESOLUTION NO. 2018-150
RESOLUTION APPROVING SALARIES

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

A motion was made by Marchant and seconded by Parker to receive and file correspondence of the weekly updates dated August 3 and 10, 2018 from Ryan Waller, City Manager. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously

It was moved by Clark and seconded by Kling to enter into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

A motion was made by Clark and seconded by Marchant to return to regular session. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

Meeting adjourned at 8:15 p.m. on a motion by Gezel and seconded by Parker.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

Meeting Date: 09/04/2018

Subject

A renewal Class "C" Liquor License and Sunday Sales Privilege for The Zoo - 102 W. Ashland

Information

This is a renewal of The Zoo's liquor permit located at 102 W. Ashland. All of the paperwork is in order and staff has approved. Jesse Forbes is the owner.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/04/2018

Subject

A renewal refuse hauling permit for Wiegert Disposal Inc.

Information

This is a renewal refuse hauling permit for Wiegert Disposal. All of the paper work is in order for approval.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/04/2018

Subject

First consideration of an ordinance amending the recycling rates

Information

Council needs to hold the first consideration an ordinance amending the recycling rates. In your packet is the ordinance amending the recycling fee from \$3.35 to \$4.29 effective October 1, 2018. The increase is due to the approval of the amendment of the recycling contract that Waste Management requested on August 20, 2018. The amendment will raise by \$0.94/house/month due to the extraordinary changes in operating expenses associated with single stream recycling and to reflect necessary change to related to education and enforcement.

FYI - Once the ordinance amendment is approved, the following message will be placed on the October 1, 2018 utility bills:

- The recycling industry is experiencing high levels of trash in the recycling at a time when the requirements for quality are increasing due to new importation policies in China regarding recycling materials. Please note a \$0.94 per month increase in the recycling rate, effective Oct. 1, 2018, as requested by Waste Management and approved in partnership with the City in a joint effort to keep our recycling program sustainable. You can help keep recycling costs low by keeping trash out - visit RORR.com or to learn more about what items you should not recycle.

Information will also be placed on the web site and facebook.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING
CHAPTER 106, COLLECTION OF SOLID WASTE, INDIANOLA CODE OF
ORDINANCES TO INCREASE RECYCLING FEES

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

Section 1. Section 106.09, Recycling Program, is hereby amended in subsection 1 by deleting the stricken language and inserting the underlined language as follows:

1. Fee. The fee for recyclable collection and disposal service, used or available, is ~~three dollars and thirty-five cents (\$3.35)~~ four dollars and twenty-nine cents (\$4.29) per month for each residential premise effective ~~January~~ October 1, 2018 and ~~three dollars and forty-five cents (\$3.45)~~ effective ~~January 1, 2019~~.

Section 2. Any ordinance or parts of ordinances in conflict with this ordinance are repealed.

Section 3. If any section, provision or part of the Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part of it not adjudged invalid or unconstitutional.

Section 4. This ordinance shall take effect so as to increase recycling fees for services reflected on the October 1, 2018 billing statement.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading:
Second reading:
Third reading:
Publication Date:

The foregoing Ordinance No. ____ was adopted by the Council of the City of Indianola, Iowa, on _____, was signed by the Mayor on _____, and was

published in the Record Herald and Indianola Tribune, a newspaper of general circulation and published in the City of Indianola, Iowa, on _____.

Diana Bowlin, City Clerk

Meeting Date: 09/04/2018

Subject

Second consideration of an ordinance amending the Indianola Municipal Code Chapter 165, Zoning, by adding reference to Builders Board of Appeals

Information

Council will need to hold the second consideration to amend Chapter 165 (packet) by adding reference to Builders Board of Appeals. Chapter 165.31 will be amended to read as follows:

165.31 Board of Adjustment and Builders Board of Appeals Created.

A Board of Adjustment is hereby established. The board shall consist of five (5) members to be appointed by the Council for staggered terms of five (5) years. Members of the Board of Adjustment may be removed from office by the Council for cause upon written charges and after public hearing. Vacancies shall be filled by the Council for the unexpired term of the member. Whenever in the Uniform Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code or the Uniform Fire Code a board of appeals is provided for, it shall, regardless of the terms of the provisions of the particular code, be a single board consisting of the persons appointed to the board of adjustment created in this section.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2018 - _____

**ORDINANCE AMENDING THE INDIANOLA MUNICIPAL CODE
CHAPTER 165, ZONING, BY ADDING REFERENCE TO BUILDERS
BOARD OF APPEALS**

WHEREAS, the City of Indianola is in need of designating a Builders Board of Appeals;
and

WHEREAS, the City Council believes that it is in the best interest of the City to have the same individuals who serve on the Board of Adjustment also serve on the Builders Board of Appeals.

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by adding the underlined provisions to Chapter 165.31 as follows:

165.31 Board of Adjustment and Builders Board of Appeals Created.

A Board of Adjustment is hereby established. The board shall consist of five (5) members to be appointed by the Council for staggered terms of five (5) years. Members of the Board of Adjustment may be removed from office by the Council for cause upon written charges and after public hearing. Vacancies shall be filled by the Council for the unexpired term of the member. Whenever in the Uniform Building Code, the Uniform Plumbing Code, the Uniform Mechanical Code or the Uniform Fire Code a board of appeals is provided for, it shall, regardless of the terms of the provisions of the particular code, be a single board consisting of the persons appointed to the board of adjustment created in this section.

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 on July 1, 2018.

PASSED AND APPROVED this _____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____

Meeting Date: 09/04/2018

Subject

Final consideration of a noise ordinance

Information

Council will need to hold the final consideration of the noise ordinance (packet). At the July 2nd council meeting it was the consensus of the council to moved forward with the ordinance. Highlights of the ordinance includes:

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

The ordinance will be effective January 1, 2019.

Fiscal Impact

Attachments

Noise Ordinance

CHAPTER 49

NOISE ORDINANCE

49.01 Purpose	49.05 Sounds Not Allowed
49.02 Scope of Regulations	49.06 Noise Permits
49.03 Definitions	49.07 Exceptions to this Chapter
49.04 Noise Disturbance Prohibited	

49.01 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.

49.02 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.

49.03 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 49.05 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.

49.04 NOISE DISTURBANCE PROHIBITED.

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

49.05 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 49.03 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 49.06 of this chapter, at all times.

49.06 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 section replaces 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 49.06 of this chapter (other than subsection 15 of said section).

A noise permit issued in violation of this subsection 5 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.

49.07 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: 09/04/2018

Subject

Final consideration of an amendment to Chapter 94, Time of Sale Inspection within the City sanitary sewer system, as required by Iowa Code Chapter 364.3(d)

Information

Council will need to hold the final consideration of an ordinance amending Chapter 94, Time of Sale Inspections within the City sanitary sewer system, as required by Iowa Code Chapter 364.3(d) (packet). The ordinance amendment shall read as follows:

94.01 Purpose

~~The Time of Sale Inspection is intended to help reduce peak sanitary sewer flows caused by inflow and infiltration or the flow of clear water into the sanitary sewer system.~~ Iowa Department of Natural Resources (IDNR), which provides oversight of wastewater collection and treatment for the entire state, requires the City of Indianola to reduce peak flows to the local wastewater collection system. The City of Indianola encourages Time of Sale Inspection ~~allows the City to ensure that private properties have no illegal connections to the sanitary sewer system pursuant to Municipal Code Chapter 97.~~

94.02 Required Inspection

~~No~~ The City of Indianola encourages persons or entities ~~shall transfer~~ transferring title of a single family dwelling property to another, ~~nor accept or accepting~~ from any other person or entity, the transfer of title to any structure or parcel of land upon which a structure is located within the City of Indianola sanitary sewer system ~~unless and until the to have the~~ authorized Water Pollution Control Superintendent, or representative of the Superintendent, ~~shall have inspected~~ inspect the sump pump system, lateral service line, interior floor drains, footing drains, yard drains, roof drains and downspouts, catch basins and parking lot drains on said structure or parcel of land and ~~certified~~ certify to the City of Indianola that same is found to be in compliance with the provisions of ~~this law,~~ specifically Section 97.01, restricting the discharge of unpolluted waters into the sanitary sewer system in the City of Indianola sanitary sewer district; ~~and the Water Pollution Control Superintendent or his/her designee has issued a Certificate of Compliance stating compliance. This section shall not apply to transfers of property by gift, intestacy or testamentary disposition; transfers pursuant to the federal bankruptcy act; transfers under Warren County Property Tax Foreclosures; and mortgage foreclosures or lateral lines that have been identified as multiple service. The fee required for inspection and any re-inspection shall be set by resolution of the City Council.~~

94.03 Property Owner Responsibility

The property owner ~~must~~ may request a time of sale inspection by filing an application with the City of Indianola Water Pollution Control Department ~~within at least fifteen (15) working days after listing said property.~~ The fee required for this inspection, and any re-inspection, shall be set by resolution of the City Council. Upon successful inspection, the Office of Water Pollution Control will issue a Certificate of Compliance, ~~which will expire after a period of two (2) years.~~ The Certificate of Compliance ~~shall~~ may be attached to the Groundwater Hazard Statement and presented to the Recorder along with all other required transfer documents.

If the inspection fails, the Water Pollution Control Superintendent will provide notice to the property owner(s) describing the prohibited discharges and recommendations to cure such discharges. When required, all permits necessary to cure violations must be obtained from the Community Development Department. The fee required for such permits shall be set by resolution by the City Council.

~~94.04 Suspension of Certificate of Compliance~~

~~The Water Pollution Control Superintendent, subject to the following, may temporarily suspend the requirement of a Certificate of Compliance as a prerequisite to transfer of title, as specified in the preceding section, provided that it is no later than ten (10) working days prior to the expected closing for said transfer.~~

- ~~1. The seller makes a written request to the Water Pollution Control Superintendent and such request includes a written, itemized quote from a plumber licensed with the State of Iowa that provides for correction of all identified discharges and addresses all recommendations specified in the Notice of Violation; and—~~
- ~~2. The seller and purchaser shall have filed with the Water Pollution Control Superintendent a written guaranty to correct any identified deficiencies on said structure or parcel of land within 90 days after closing of sale or a period of time specified by the Water Pollution Control Superintendent; and—~~
- ~~3. The purchaser or seller shall have provided a sum equal to 150% of the estimated costs contained in the itemized quote provided in item (1) above. Such sum shall be payable by certified check or bank draft at closing and held in escrow. Such sum will be returned to the seller or purchaser if the corrections are completed within the time specified in the guaranty but said sum shall be forfeited to the City of Indianola if needed corrections are not completed within the time frame specified in the written guaranty.~~

~~In the event that the needed corrections are not completed within the time specified in the written guaranty, the temporary waiver issued by the Water Pollution Control Superintendent shall immediately expire and the purchaser shall be subject to the penalties described in Section 99.05 (C).~~

~~**94.05 SPECIAL PENALTIES.** The following special penalty provisions shall apply to violations of this chapter:~~

- ~~1. Notice of Violation. Any person found to be violating any provision of this chapter shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.—~~
- ~~2. Continuing Violations. Any person who shall continue any violation beyond the time limit provided for in subsection 1 hereof shall be in violation of this Code of Ordinances. Each day in which any such violation shall continue shall be deemed a separate offense.—~~
- ~~3. Liability Imposed. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss, or damage occasioned the City by reason of such violation. Further, a violation of the provisions of this chapter shall be a violation considered a municipal infraction punishable in accordance with Chapter 4 of the Municipal Code.~~

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. 2018 - _____

**ORDINANCE AMENDING THE INDIANOLA MUNICIPAL CODE
CHAPTER 94, TIME OF SALE INSPECTIONS WITHIN THE CITY
SANITARY SEWER SYSTEM, AS REQUIRED BY IOWA CODE
CHAPTER 364.3(d)**

WHEREAS, the City of Indianola is required by the Iowa Department of Natural Resources (IDNR) to reduce peak sanitary sewer flows caused by inflow and infiltration or the flow of clear water into the local wastewater collection system; and

WHEREAS, Municipal Code Chapter 94 was added in 2016 to address the requirements of the IDNR by implementing a Time of Sale Inspection on all single-family dwelling properties within the City of Indianola sanitary sewer system to ensure that the discharge of unpolluted waters into the sanitary sewer system is restricted; and

WHEREAS, the City Council of the City of Indianola, Iowa now deems it proper to amend the Indianola Municipal Code Chapter 94 to the Municipal Code of the City of Indianola, Iowa entitled Sanitary Sewer Services – Time of Sale Inspections because of a prohibition against time of sale inspections in Iowa Code Section 364.3(d) effective July 1, 2018.

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by deleting the stricken provisions and by adding the underlined provisions to Chapter 94 Sanitary Sewer Services – Time of Sale Inspections as follows:

94.01 Purpose

~~The Time of Sale Inspection is intended to help reduce peak sanitary sewer flows caused by inflow and infiltration or the flow of clear water into the sanitary sewer system.~~ Iowa Department of Natural Resources (IDNR), which provides oversight of wastewater collection and treatment for the entire state, requires the City of Indianola to reduce peak flows to the local wastewater collection system. The City of Indianola encourages Time of Sale Inspection ~~allows the City~~ to ensure that private properties have no illegal connections to the sanitary sewer system pursuant to Municipal Code Chapter 97.

94.02 Required Inspection

~~No~~ The City of Indianola encourages persons or entities ~~shall transfer~~ transferring title of a single family dwelling property to another, ~~nor accept~~ or accepting from any other person or entity, the transfer of title to any structure or parcel of land upon which a structure is located within the City of Indianola sanitary sewer system ~~unless and until~~

~~the~~ to have the authorized Water Pollution Control Superintendent, or representative of the Superintendent, ~~shall have inspected~~ inspect the sump pump system, lateral service line, interior floor drains, footing drains, yard drains, roof drains and downspouts, catch basins and parking lot drains on said structure or parcel of land and ~~certified~~ certify to the City of Indianola that same is found to be in compliance with the provisions of ~~this law,~~ specifically Section 97.01, restricting the discharge of unpolluted waters into the sanitary sewer system in the City of Indianola sanitary sewer district; ~~and the Water Pollution Control Superintendent or his/her designee has issued a Certificate of Compliance stating compliance. This section shall not apply to transfers of property by gift, intestacy or testamentary disposition; transfers pursuant to the federal bankruptcy act; transfers under Warren County Property Tax Foreclosures; and mortgage foreclosures or lateral lines that have been identified as multiple service. The fee required for inspection and any re-inspection shall be set by resolution of the City Council.~~

94.03 Property Owner Responsibility

The property owner ~~must~~ may request a time of sale inspection by filing an application with the City of Indianola Water Pollution Control Department ~~within at least fifteen (15) working days after listing said property.~~ The fee required for this inspection, and any re-inspection, shall be set by resolution of the City Council. Upon successful inspection, the Office of Water Pollution Control will issue a Certificate of Compliance, ~~which will expire after a period of two (2) years.~~ The Certificate of Compliance ~~shall~~ may be attached to the Groundwater Hazard Statement and presented to the Recorder along with all other required transfer documents.

If the inspection fails, the Water Pollution Control Superintendent will provide notice to the property owner(s) describing the prohibited discharges and recommendations to cure such discharges. When required, all permits necessary to cure violations must be obtained from the Community Development Department. The fee required for such permits shall be set by resolution by the City Council.

94.04 ~~Suspension of Certificate of Compliance~~

~~— The Water Pollution Control Superintendent, subject to the following, may temporarily suspend the requirement of a Certificate of Compliance as a prerequisite to transfer of title, as specified in the preceding section, provided that it is no later than ten (10) working days prior to the expected closing for said transfer:~~

- ~~1. The seller makes a written request to the Water Pollution Control Superintendent and such request includes a written, itemized quote from a plumber licensed with the State of Iowa that provides for correction of all identified discharges and addresses all recommendations specified in the Notice of Violation; and~~
- ~~2. The seller and purchaser shall have filed with the Water Pollution Control Superintendent a written guaranty to correct any identified deficiencies on said structure or parcel of land within 90 days after closing of sale or a period of time specified by the Water Pollution Control Superintendent; and~~

3. ~~The purchaser or seller shall have provided a sum equal to 150% of the estimated costs contained in the itemized quote provided in item (1) above. Such sum shall be payable by certified check or bank draft at closing and held in escrow. Such sum will be returned to the seller or purchaser if the corrections are completed within the time specified in the guaranty but said sum shall be forfeited to the City of Indianola if needed corrections are not completed within the time frame specified in the written guaranty.~~

~~In the event that the needed corrections are not completed within the time specified in the written guaranty, the temporary waiver issued by the Water Pollution Control Superintendent shall immediately expire and the purchaser shall be subject to the penalties described in Section 99.05 (C).~~

94.05 SPECIAL PENALTIES. ~~The following special penalty provisions shall apply to violations of this chapter:~~

- ~~1. Notice of Violation. Any person found to be violating any provision of this chapter shall be served by the City with written notice stating the nature of the violation and providing a reasonable time limit for the satisfactory correction thereof. The offender shall, within the period of time stated in such notice, permanently cease all violations.~~
- ~~2. Continuing Violations. Any person who shall continue any violation beyond the time limit provided for in subsection 1 hereof shall be in violation of this Code of Ordinances. Each day in which any such violation shall continue shall be deemed a separate offense.~~
- ~~3. Liability Imposed. Any person violating any of the provisions of this chapter shall become liable to the City for any expense, loss, or damage occasioned the City by reason of such violation. Further, a violation of the provisions of this chapter shall be a violation considered a municipal infraction punishable in accordance with Chapter 4 of the Municipal Code.~~

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 on _____.

PASSED AND APPROVED this ____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____

Second reading: _____
Third reading: _____
Publication Date: _____

Meeting Date: 09/04/2018

Subject

Resolution approving the IDOT Street Finance Report

Information

You have the annual street finance report (required by IDOT) completed by Finance Director Andrew Lent providing expenditures for streets, alleys, sidewalks and other "street related" items for FY 18/19. Also included in your packet is a memo and resolution.

Fiscal Impact

Attachments

Memo

Resolution

Street Finance Report

RUTF FY 18



— FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, Director of Finance
CC: Ryan Waller, City Manager
Date: 4 September 2018
Re: FY2018 Street Finance Report

In 2003, the State of Iowa began to mandate the completion of the Street Finance Report for cities and counties to account for all street-related expenses. The focus of the report is to account for the expenditure of Road Use Tax Fund monies which are constitutionally protected to be spent on street-related expenses. The report also requires cities to report on other funds spent on street-related items including storm water drainage improvements. The report is required by state law to be approved by resolution of the Council.

In reviewing the FY2018 Street Finance Report, an adjustment was made for the beginning balance. The balance of the Road Use Tax Fund on this report was lower than the actual amount for several years. It is unclear why or how this happened, but this adjustment puts the beginning balance on track with audited ending fund balance for FY2017 and the ending balance as reported on the City's final treasurer report for FY2018.

I have included with the report, an Excel Spreadsheet that is a larger copy of the summary sheet for the report. Below is a summary explanation of the expenses:

Roadway Maintenance: This is where most of the expenses are categorized, including the street crew wages, benefits and allowances; maintenance and repair supplies, and other street department expenses such as utilities, insurance, and transfers to other support departments. Street lighting is accounted under other street monies in this line.

Snow Removal: Expenses for snow removal during the fiscal year.

Engineering: Street engineering paid for by Road Use Tax Fund (street engineering) and the storm water utility for the drainage improvement project on Howard and Kennedy

Street/Bridge Construction: Two major projects are accounted for here: Street improvements on Iowa Avenue and storm water improvements on Howard and Kennedy.



Administration: Street Superintendent's salary and benefits that needs to be reported separately.

Equipment: Transfer to Fund 190 for Vehicles and Equipment.

Street Debt: Principal and Interest Payments for street-related debt for FY2018 only. Revenue to make these payments came from property taxes (\$298,604) and storm water utility revenue (\$64,900).

I recommend approval of the FY2018 Street Finance Report by resolution.



CITY OF INDIANOLA, IOWA
RESOLUTION NO _____

RESOLUTION APPROVING FY 2018 STREET FINANCE REPORT

WHEREAS, cities in Iowa are required to submit an annual report on the expenditure of street monies for the fiscal year (FY) by September 30; and

WHEREAS, the Street Finance Report (SFR) for Indianola during FY 2018 is attached.

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

Section 1. The attached FY 2018 Street Finance Report for the City of Indianola is approved.

Section 2. The Mayor and City Clerk are authorized to sign said report on behalf of the City.

Section 3. The Director of Finance is authorized to submit said agreement on behalf of the City.

PASSED AND APPROVED this 4th day of September, 2018.

Kelly Shaw
Mayor

ATTEST:

Diana Bowlin
City Clerk



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
1 of 10

Cover Sheet

Now therefore let it be resolved that the city council INDIANOLA, Iowa
(City Name)

On _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2017 to June 30, 2018
(Year) (Year)

Contact Information

Name	E-mail Address	Street Address	city	ZIP Code
Andrew Lent	alent@indianolaiowa.gov	110 North First Street, P.O. Box 299	Indianola	50125-0299
Hours	Phone	Extension	Phone(Altenative)	
8:00 A.M. - 5:00 P.M.	515-962-5246		515-962-5246	

Preparer Information

Name	E-mail Address	Phone	Extension
Andrew Lent	alent@indianolaiowa.gov	515-962-5246	

Mayor Information

Name	E-mail Address	Street Address	city	ZIP Code
Kelly Shaw	kshaw@indianolaiowa.gov	110 North First Street, P.O. Box 299	Indianola	50125-0000
Phone	Extension			
515-961-9410				

Resolution Number _____

Signature Mayor

Signature City Clerk



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City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
2 of 10

Summary Statement Sheet

Column 1
Road use
Tax Fund

Column 2
Other Street
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

A.BEGINNING BALANCE				
1. July 1 Balance	\$1,365,994	\$348,329	\$0	\$1,714,323
2. Adjustments (Note on Explanation Sheet)	\$249,364	\$0	\$0	\$249,364
3. Adjusted Balance	\$1,615,358	\$348,329	\$0	\$1,963,687
B. REVENUES				
1. Road Use Tax	\$1,886,038			\$1,886,038
2. Property Taxes		\$0	\$298,604	\$298,604
3. Special Assessments		\$0	\$0	\$0
4. Miscellaneous		\$275,883	\$64,900	\$340,783
5. Proceeds from Bonds,Notes, and Loans		\$0	\$0	\$0
6. Interest Earned		\$0	\$0	\$0
7. Total Revenues (Lines B1 thru B6)	\$1,886,038	\$275,883	\$363,504	\$2,525,425
C. Total Funds Available (Line A3 + Line B7)	\$3,501,396	\$624,212	\$363,504	\$4,489,112

Column 1
Road use
Tax Fund

Column 2
Other Street
Monies

Column 3
Street Debt

Column 4
Totals

Round Figures to Nearest Dollars

EXPENSES				
D. Maintenance				
1. RoadWay Maintenance	\$1,145,846	\$195,445	\$0	\$1,341,291
2. Snow and Ice Removal	\$41,363	\$0	\$0	\$41,363
E.Construction, Reconstruction and Improvements				
1. Engineering	\$47,339	\$72,934	\$0	\$120,273
2. Right of Way Purchased	\$0	\$0	\$0	\$0
3. Street/Bridge Construction	\$408,083	\$163,026	\$0	\$571,109
4.Traffic Services	\$0	\$0	\$0	\$0
F. Administration	\$114,509	\$0	\$0	\$114,509
G. Equipment	\$172,686	\$0	\$0	\$172,686
H. Miscellaneous		\$0	\$0	\$0
J. street Debt				
1. Bonds, Notes and Loans -Principal Paid	\$0	\$0	\$324,350	\$324,350
2. Bonds, Notes and Loans - Interest Paid	\$0	\$0	\$39,154	\$39,154
TOTALS				
K. Total Expenses (Lines D thru J)	\$1,929,826	\$431,405	\$363,504	\$2,724,735
L. Ending Balance (Line C-K)	\$1,571,570	\$192,807	\$0	\$1,764,377
M. Total Funds Accounted For (K + L = C)	\$3,501,396	\$624,212	\$363,504	\$4,489,112



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
3 of 10

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B4 on the Summary Statement Sheet)(See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
112---Utility Revenue	\$275,883.00	\$64,900.00
Line B4 Totals	\$275,883.00	\$64,900.00

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees,bond fees etc. (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
4 of 10

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30	
☐	General Obligation	Paving & Construction	307	10/19/2011	\$850,000	22	2021	\$470,000	\$110,000	\$9,333	\$24,200	\$2,053	\$360,000	
☐	General Obligation	Paving & Construction	309	05/01/2012	\$3,875,000	67	2025	\$2,580,000	\$315,000	\$49,585	\$211,050	\$33,222	\$2,265,000	
☐	General Obligation	Paving & Construction	310	07/17/2013	\$2,070,000	41	2020	\$0	\$0	\$0	\$0	\$0	\$0	
☐	General Obligation	Equipment	402	01/09/2013	\$1,865,000	12	2018	\$1,590,000	\$255,000	\$18,780	\$30,600	\$2,254	\$1,335,000	
☐	General Obligation	Equipment	403	07/17/2013	\$2,070,000	13	2020	\$1,005,000	\$450,000	\$12,500	\$58,500	\$1,625	\$555,000	
		New Bond Totals		\$0		\$0		Totals	\$5,645,000	\$1,130,000	\$90,198	\$324,350	\$39,154	\$4,515,000



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
5 of 10

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entities for this year ☐

Project Final Costs Sheet (Section A)

1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
001	\$643,785	RDWY	Yes	Iowa Avenue from D street to B street and Buxton Avenue from Euclid to Girard
002	\$91,000	CULV	Yes	2017 Drainage Repairs Project including drainage improvements to east of South Howard Street (South of West 4th Avenue) and on Kennedy Street

Project Final Costs Sheet (Section B)

1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/ Deductions	9. Labor	10. Equipment	11. Materials	12. Overhead	13. Total
001	Strenquist Construction	\$529,267	\$66,856	\$0	\$0	\$0	\$0	\$596,123
002	Vanderpool Construction	\$118,399	\$44,626	\$0	\$0	\$0	\$0	\$163,025



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City Name
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City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
6 of 10

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2012	Buckshot Saws (2)	\$3,900	\$0		\$0		No	NOCH
	2010	Case 621E Front-End Loader	\$78,700	\$0		\$0		No	NOCH
	2007	John Deere Backhoe	\$65,000	\$0		\$0		No	NOCH
	2006	International Dump Truck	\$93,395	\$0		\$0		No	NOCH
	1996	Asphalt Paver	\$35,900	\$0		\$0		No	NOCH
	2004	Asphalt Roller/Compactor	\$24,750	\$0		\$0		No	NOCH
34	2006	Dowler	\$6,625	\$0		\$0		No	NOCH
9	2006	International Dump Truck	\$75,250	\$0		\$0		No	TRAD
10	2004	Maintainer CASE	\$125,725	\$0		\$0		No	NOCH
11	2003	Ford 4x2	\$15,761	\$0		\$0		No	TRAD
16	1994	Mudin Paver	\$30,000	\$0		\$0		No	SOLD
18	2000	International Dump Truck (1)	\$55,844	\$0		\$0		No	TRAD
19	2001	Dodge Pickup 3/4 ton 4x2	\$18,803	\$0		\$0		No	TRAD
20	1998	Mack Dump Truck	\$53,000	\$0		\$0		No	NOCH
22	2000	Ford 1 Ton Dually 4-dr	\$25,646	\$0		\$0		No	NOCH
23	1989	JD Motor Grader	\$69,500	\$0		\$0		No	TRAD
24	1999	Crafco Cracksealer	\$20,000	\$0		\$0		No	NOCH
26	1990	Air Compressor	\$9,200	\$0		\$0		No	NOCH
27	1990	EZ Drill	\$5,659	\$0		\$0		No	NOCH



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated

8/27/2018 3:49 PM

Fiscal Year

2018

Sheet

7 of 10

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
29	2001	Dodge Ram 350 Dually	\$19,722	\$0		\$0		No	NOCH
30	2002	Dodge Ram 250 4x4	\$21,519	\$0		\$0		No	NOCH
32	1998	Bobcat Skid Loader	\$14,335	\$0		\$0		No	NOCH
33	2007	Concrete Saw	\$14,771	\$0		\$0		No	NOCH
	2007	International Dump Truck (2)	\$93,395	\$0		\$0		No	NOCH
	2008	Freightliner Dump Truck	\$88,697	\$0		\$0		No	NOCH
	2011	Ty 380 Compact Track Loader	\$89,000	\$0		\$0		No	TRAD
	2010	SNO GO Snow Blower	\$78,700	\$0		\$0		No	NOCH
	2012	Concrete Breakers (2)	\$15,990	\$0		\$0		No	NOCH
	2014	International Dump Truck	\$128,363	\$0		\$0		No	NOCH
	2014	International Dump Truck	\$128,363	\$0		\$0		No	NOCH
	2012	Trailer	\$2,000	\$0		\$0		No	NOCH
	2016	Ford F250	\$30,645	\$0		\$0		No	NOCH
	2016	Freighliner, Dump Box, Sander, Cement Mixer	\$305,357	\$0		\$0		No	NOCH
	2017	F350 Chassis	\$26,881	\$0		\$0		No	NOCH
	2017	Case 580N Backhoe	\$83,317	\$0		\$0		No	NOCH
	2017	Cement Silo	\$32,655	\$0		\$0		No	NOCH
	2014	Elgin Street Sweeper	\$250,000	\$0		\$0		No	NEW
	2018	Kubota 95-2sv Skidloader	\$65,000	\$0		\$0		No	NEW
	2018	Freightliner Dump Truck	\$175,000	\$0		\$0		No	NEW



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

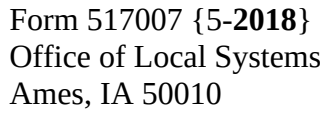
City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
8 of 10

Road/Street Equipment Inventory Sheet

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used On Project this FY?	8. Status
	2017	Air Compressor	\$12,000	\$0		\$0		No	NEW
	2015	Case Backhoe	\$125,000	\$0		\$0		No	NEW



Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
9 of 10

Explanation Sheet

Comments
July1 Beginning Balance on Summary sheet due to actual beginning balance being higher for several years (add \$229,621)
Adjust Road Use Tax Fund Income for Refunds/Reimbursements and Miscellaneous Sales (add 19,743)
Bond Note 310 was a second listing so edited principal still owed as \$0.



Form 517007 {5-2018}
Office of Local Systems
Ames, IA 50010

City Name
INDIANOLA
City Number
3680

City Street Financial Report

Report Generated
8/27/2018 3:49 PM
Fiscal Year
2018
Sheet
10 of 10

Monthly Payment Sheet

Month	Road Use tax Payments
July	\$191,512.31
August	\$197,928.07
September	\$193,262.71
October	\$127,061.01
November	\$170,738.74
December	\$148,053.20
January	\$123,316.22
February	\$207,812.58
March	\$131,644.96
April	\$71,889.89
May	\$177,553.77
June	\$145,264.05
Totals	\$1,886,037.51

ROAD USE TAX FUND # 110				
SUMMARY AND ACTIVITY FY 2018				
	<u>RUTF</u>	<u>Other Street Monies</u>	<u>Street Debt</u>	<u>Totals</u>
Balance 7-1-17	\$ 1,595,615	\$ 348,329	\$ -	\$ 1,943,944
<u>Revenues:</u>				
RUTF from State	\$ 1,886,038			\$ 1,886,038
Property Taxes			\$ 298,604	\$ 298,604
Misc. (TIF)				\$ -
Other Misc.				
Misc (IDOT)				\$ -
Misc. (Enhancement)				
Misc. (STP)				\$ -
Misc (FEMA)				\$ -
Misc. (LOST)				
Misc. (Ijobs)				
Misc. Storm Sewer Revenue		\$ 275,883	\$ 64,900	
Proceeds from Debt				\$ -
Interest Earned				
Total Revenues	\$ 1,886,038	\$ 275,883	\$ 363,504	\$ 2,525,425
Total Available	\$ 3,481,653	\$ 624,212	\$ 363,504	\$ 4,469,369
<u>Expenditures:</u>				
Maintenance				
Roadway Maintenance	\$ 1,145,846	\$ 195,445		\$ 1,341,291
Snow Removal	\$ 41,363			\$ 41,363
Const/Reconst/Improve				
Engineering	\$ 47,339	\$ 72,934		\$ 120,273
ROW Purchase				\$ -
Street/Bridge Construction	\$ 408,083	\$ 163,026		\$ 571,109
Traffic Services				
Administration	\$ 114,509			\$ 114,509
Equipment	\$ 172,686			\$ 172,686
Miscellaneous				\$ -
Street Debt				
Principal Paid	\$ -		\$ 324,350	\$ 324,350
Interest Paid			\$ 39,154	\$ 39,154
Total Expenditures	\$ 1,929,826	\$ 431,404	\$ 363,504	\$ 2,724,734
Ending Balance 6/30/18	\$ 1,551,827	\$ 192,808	\$ -	\$ 1,744,635

Meeting Date: 09/04/2018

Subject

Change order number one in an amount of \$1,737.50 from Sternquist Construction for the 2018 Capital Street Improvement Project

Information

In your packet is change order number one for the 2018 Capital Street Improvement. This change order includes four items of which items one and two in the amount of \$2,085.00 will be approved by the IMU Board of Trustees. Items 3 and 4 in an amount of \$1,737.50 are for council approval and include the following:

Install 12.5 LF of 12" truss PVC sewer over proposed storm under Clinton Avenue	\$868.75
Removed 12.5 LF of existing 12" clay sanitary sewer running north-south under Clinton Avenue	\$868.75
Total	\$1,737.50

Fiscal Impact

Attachments

Change Order

CHANGE ORDER NO. 1

OWNER: City of Indianola

PROJECT: 2018 Capital Street Improvements Project
S&A PROJECT #: 118.0129

To: Sternquist Construction, Inc.
Contractor
1110 N. 14th St.
Address
Indianola, Iowa 50125
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

- Item 1: Install one (1) new gate valve west of proposed tap near Jefferson Way/Clinton Ave intersection per SUDAS Spec 5020-108-A-0 near STA 210+60.
- Item 2: Install one (1) anchor coupling in association with new gate valve.
- Item 3: Install 12.5 LF of 12" truss PVC sewer over proposed storm under Clinton Ave at approx. STA 209+30. Construct per SUDAS Spec 4010-108-A-1. Connections to existing main via two (2) steel ferncos, backfill of proposed storm sewer with manufactured sand, and foam board to be placed between storm sewer and sanitary are considered incidental to this item.
- Item 4: Remove 12.5 LF of existing 12" clay sanitary sewer running north-south under Clinton Ave and alley near STA 209+30. Remove per SUDAS Spec 4010-108-H-0. No capping required.

2. Reason for Change:

- Items 1 & 2: Existing water main running north-south near Jefferson Way/Clinton Ave intersection was exposed and is located further west than previously shown. This location forced the originally proposed tapping valve directly under existing storm sewer; new proposed gate valve located west of storm sewer.
- Items 3 & 4: Existing 12" clay sanitary sewer uncovered measured a depth of approx. 3' below existing ground, conflicting with proposed storm sewer. Removing and replacing existing sanitary with truss PVC pipe.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1.	Gate Valve, 8"	1	EA	\$1,900.00	\$1,900.00
2.	Anchor Coupling, 8" x 24"	1	EA	\$185.00	\$185.00
3.	Sanitary Sewer Gravity Main, Trenched, Truss PVC, 12"	12.5	LF	\$69.50	\$868.75
4.	Removal of Sanitary Sewer, VCP, 12"	12.5	LF	\$69.50	\$868.75
TOTAL					\$3,822.50

4. This change order will result in a net change in the contract completion time of 0 days and a net change in the cost of the project of \$3822.50 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$472,079.50	October 31, 2018
Change due to this C.O. (+ or -)	\$3,822.50	0
Totals including this C.O.:	\$475,902.00	October 31, 2018

The change described herein is understood, and the terms of settlement are hereby agreed to:

Sternquist Construction, Inc.

CONTRACTOR

By

DATE:

8-16-18

Snyder & Associates, Inc.

ENGINEER

By

DATE:

8-16-18

City of Indianola

OWNER

By

DATE:

Meeting Date: 09/04/2018

Subject

Street closure request from the American Cancer Society for the Relay for Life of Warren County - will close the inside lanes around the square on September 15, 2018 from Noon - 11:30 p.m.

Information

In your packet is the request from American Cancer Society for their annual Relay For Life of Warren County. The request is to close the inside lanes around the square on September 15, 2018 from noon - 11:30 p.m. All the paperwork is in order and staff has approved. The application was received on August 20, 2018.

Fiscal Impact

Attachments

Application

Date: 8/20/18

Event Application

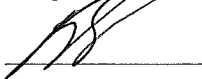
For Relay for Life of Warren County

Event Date : September 15, 2018 (Noon - 11:30 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: Relay For Life of Warren County

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): walk/community celebration

Date/Time of Event: September 15, 2018 4:00 p.m. - 10:00 p.m.

Location of Event: Courthouse Square

Event Sponsor(s): _____

Contact Information:

Organization: American Cancer Society

Contact Name: Stephanie Fritz

Address: PO Box 525, O'Neill, NE 68763

Telephone Number: (402) 270-1070

Cell Phone Number: (402) 270-1070

Fax Number: _____

Email Address: Stephanie.fritz@cancer.org

Today's Date: 5/18/18

Anticipated Attendance: 250 Per Day _____ Total

Event Information:

Setup Begins	Date: <u>9/15</u>	Time: <u>12:00 p.m.</u>	Day of Week: <u>Saturday</u>
Event Starts	Date: <u>9/15</u>	Time: <u>4:00 p.m.</u>	Day of Week: <u>Saturday</u>
Event Ends	Date: <u>9/15</u>	Time: <u>10:00 p.m.</u>	Day of Week: <u>Saturday</u>
Dismantle	Date: <u>9/15</u>	Time: <u>10:00 - 11:30 p.m.</u>	Day of Week: <u>Saturday</u>

Stephanie Fritz
Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event: The Relay For Life of Warren County is a fundraising event for the American Cancer Society. Community members come together to celebrate, remember and fight back against cancer.

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

We plan to use the inner parking lanes around the square along with sidewalk and courtyard surrounding the square.

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. Relay For Life is an alcohol and tobacco free, family

friendly event. Our committee will have access to incident reports, first-aid kits and emergency service contact numbers. We will also notify emergency services including local police about the event times so they are aware of event plans from set-up to clean-up.

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

We will have first-aid kits on-site for minor injuries or medical needs. We also have two doctors participating in the event who can provide immediate care should an emergency occur.

Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event. We will have trash cans around the event area and will dispose of trash at the closing of the event.

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

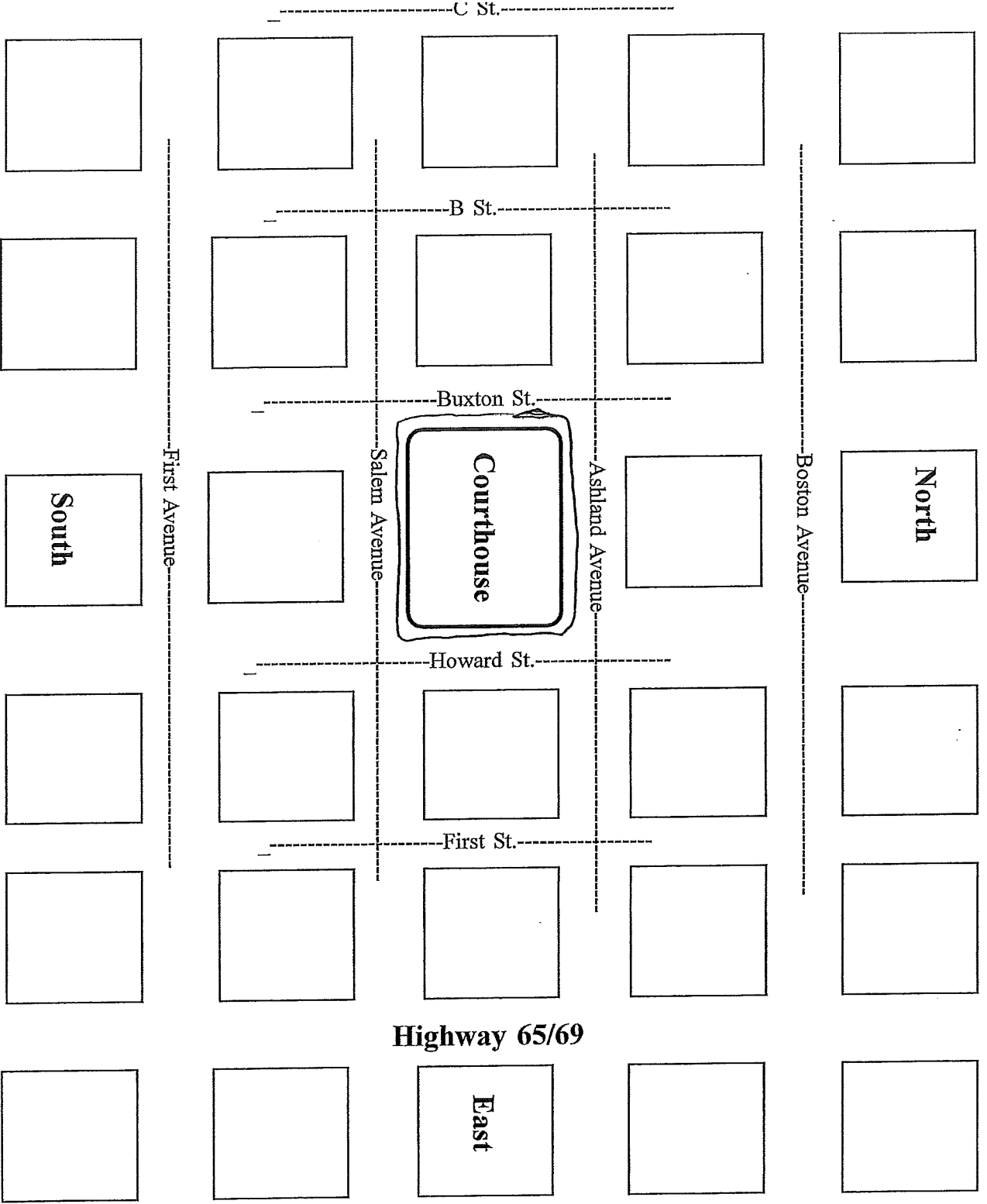
Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Highway 92



Meeting Date: 09/04/2018

Subject

Street closure request from the Indianola Public Library for their City of Indianola Trunk or Treat event - October 30, 2018 from 4:30 p.m. - 8:00 p.m. - will close "C" Street between Ashland and Boston

Information

In your packet is the event application from the Indianola Public Library for their Trunk or Treat event on October 30, 2018 from 4:30 p.m. - 8:00 p.m. Their request is to close "C" Street between Ashland and Boston. All of the paper work is in order and staff has approved. The application was received on August 20, 2018.

Fiscal Impact

Attachments

Application

Date: 8/20/18

Event Application

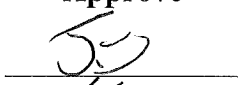
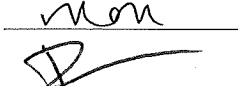
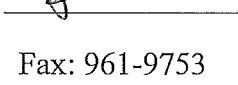
For Indianola Library Trunk or Treat

Event Date : October 30, 2018 (5:30 p.m. - 6:30 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: City of Indianola Trunk or Treat

OFFICE OF CITY CLERK

AUG 20 2018

INDIANOLA, IOWA

Event Type (Check all that apply):

☐ Parade ☐ Bike Ride/Race ☐ Concert

Running Event: Fun Run ☐ Timed Race ☐

Will trails/sidewalks be utilized? Yes ☐ No ☒

☒ Other (please specify): Trunk or Treat

Date/Time of Event: 10/30/2018, 5:30-6:30 pm

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

Event Sponsor(s): Indianola Public Library

Contact Information:

Organization: Indianola Public Library

Contact Name: Michele Patrick

Address: 207 N. B St., Indianola IA

Telephone Number: 961-9418

Cell Phone Number: 515-250-3423

Fax Number: not applicable

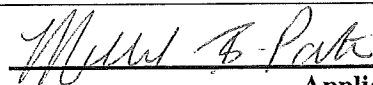
Email Address: mpatrick@indianolaiowa.gov

Today's Date: 8/10/18

Anticipated Attendance: 300 Per Day 300 Total

Event Information:

Setup Begins	Date:	10/30/18	Time	4:30 pm	Day of Week	TH
Event Starts	Date:	10/30/18	Time	5:30 pm	Day of Week	TH
Event Ends	Date:	10/30/18	Time	6:30 pm	Day of Week	TH
Dismantle	Date:	10/30/18	Time	8:00 pm	Day of Week	TH



Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:

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

This event will be open to the public.

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

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

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

We are anticipating a crowd of about 300, more than half of which will be children. We will not be serving alcohol.

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

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

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

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

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Late Fee: **Cash:** _____ **Check:** _____ **Received By:** _____

OFFICE USE ONLY

DATE RECEIVED:				
	Signature	Date	Approved	Denied
Police Department:				
Fire Department:				
Public Works:				
City Manager:				
Park and Recreation Department				

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 92

South

First Avenue

Salem Avenue

Courthouse

Ashland Avenue

Boston Avenue

North

Highway 65/69

East

West

C St.

B St.

Buxton St.

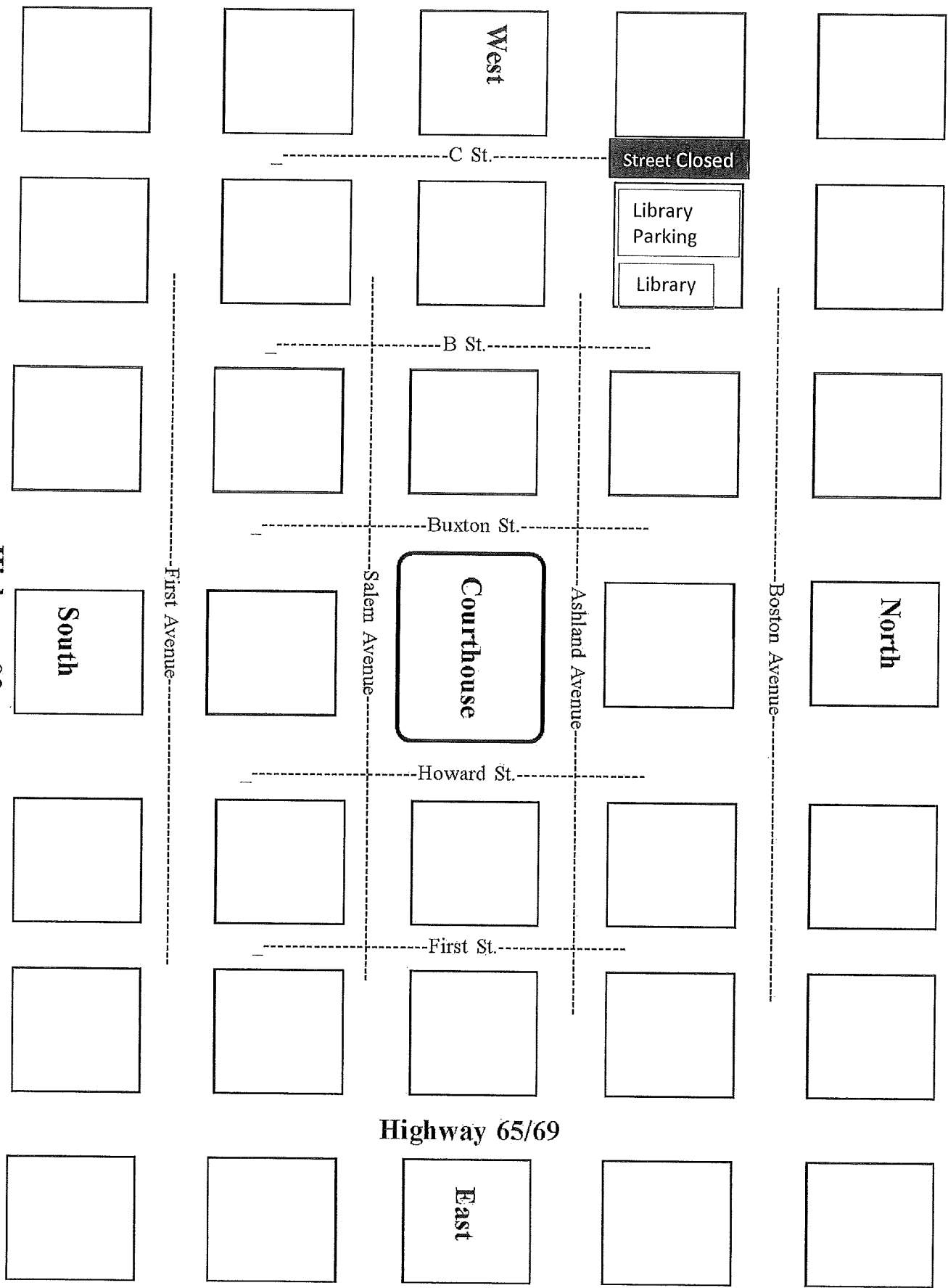
Howard St.

First St.

Street Closed

Library
Parking

Library



City Council Regular

5.L.

Meeting Date: 09/04/2018

Subject

Claims on the computer printout for September 4, 2018

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	DOOR SPRINGS FOR GARAGE DOOR	08/23/2018	1,080.50	SEWER FUND
Total ADAMS DOOR COMPANY INC.:			1,080.50	
AIRGAS USA LLC				
AIRGAS USA LLC	ARGON GAS BOTTLE	07/31/2018	6.92	FIRE FUND
Total AIRGAS USA LLC:			6.92	
ALLIED SYSTEMS INC				
ALLIED SYSTEMS INC	REPAIR WESLEY LIGHT PUMP	08/16/2018	878.38	SEWER FUND
Total ALLIED SYSTEMS INC:			878.38	
AMERICAN BUSINESS PHONES				
AMERICAN BUSINESS PHONES	IPEDGE EP VIRTUAL APP SERVER	08/10/2018	4,703.00	VEHICLE RESERV
AMERICAN BUSINESS PHONES	INSTALL AUDIO CODES GATEWAY	08/10/2018	781.02	VEHICLE RESERV
Total AMERICAN BUSINESS PHONES:			5,484.02	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	PLAQUES	08/21/2018	55.00	PARK & RECREATI
Total BOB'S CUSTOM TROPHIES:			55.00	
BUHROW, LUKE				
BUHROW, LUKE	CELL PHONE 7/9/18 - 8/8/18	08/27/2018	50.00	POLICE FUND
Total BUHROW, LUKE:			50.00	
BUTTON, DAVID				
BUTTON, DAVID	WELLNESS JULY & AUG	08/27/2018	30.00	POLICE FUND
Total BUTTON, DAVID:			30.00	
CASUAL RAGS				
CASUAL RAGS	WORK SHIRTS	08/14/2018	615.34	SEWER FUND
Total CASUAL RAGS:			615.34	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	2017-18 MS ANNUAL LICENSE	08/02/2018	5,003.70	VEHICLE RESERV
CDW GOVERNMENT INC	2018-19 MS EXCHANGE ANNUAL LICENSE X	08/02/2018	5,003.70	VEHICLE RESERV
CDW GOVERNMENT INC	OFFICE LICENSE X5	08/04/2018	837.45	GENERAL FUND
Total CDW GOVERNMENT INC:			10,844.85	
CELLEBRITE				
CELLEBRITE	CELLEBRITE	08/09/2018	6,700.00	POLICE FUND
Total CELLEBRITE:			6,700.00	
CINTAS CORPORATION				
CINTAS CORPORATION	GLOVES/FIRST AID	08/16/2018	104.85	ROAD USE TAX FU
Total CINTAS CORPORATION:			104.85	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
COMBUSTION CONTROL CO.				
COMBUSTION CONTROL CO.	GAS VALVE AND LABOR	08/13/2018	240.48	SEWER FUND
Total COMBUSTION CONTROL CO.:			240.48	
COMPASS PROFESSIONAL HEALTH SRVCS				
COMPASS PROFESSIONAL HE	ANNUAL BILLING 9/1/18 - 8/31/19	08/29/2018	7,308.00	HEALTH INSURAN
Total COMPASS PROFESSIONAL HEALTH SRVCS:			7,308.00	
CR SERVICES				
CR SERVICES	GREEN MARKING FLAGS	08/13/2018	330.90	SEWER FUND
Total CR SERVICES:			330.90	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED LEAGUE SB	08/16/2018	75.00	PARK & RECREATI
CRAWFORD, RICHARD L.	COED LEAGUE SB	08/23/2018	75.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			150.00	
CROSS, CHUCK				
CROSS, CHUCK	REIMBURSEMENT, CHARGED ON PERSONA	08/29/2018	226.65	AMBULANCE FUN
Total CROSS, CHUCK:			226.65	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	CC MIN-07	07/31/2018	223.81	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MIN-07	07/31/2018	130.64	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOISE ORD	07/31/2018	29.13	GENERAL FUND
DES MOINES REGISTER MEDIA	PH	07/31/2018	39.91	GENERAL FUND
DES MOINES REGISTER MEDIA	SALARIES	07/31/2018	160.55	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			584.04	
DINGES FIRE COMPANY				
DINGES FIRE COMPANY	PPE HOODS	08/08/2018	352.12	FIRE FUND
Total DINGES FIRE COMPANY:			352.12	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	VEHICLE REPAIR	08/14/2018	23.45	POLICE FUND
DOWNEY TIRE PROS	WHEEL LOADER	08/16/2018	147.90	ROAD USE TAX FU
DOWNEY TIRE PROS	WHEEL LOADER	08/17/2018	107.90	ROAD USE TAX FU
Total DOWNEY TIRE PROS:			279.25	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	MONTHLY CLEANING	08/20/2018	4,000.00	GENERAL FUND
DUST PROS JANITORIAL	MONTHLY CONTRACT CHARGE	08/20/2018	1,462.00	PARK & RECREATI
DUST PROS JANITORIAL	TOILET PAPER	08/20/2018	31.00	PARK & RECREATI
Total DUST PROS JANITORIAL:			5,493.00	
EAGLE ELECTRIC				
EAGLE ELECTRIC	REFUND/REIMBURSEMENT	08/29/2018	38.50	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total EAGLE ELECTRIC:			38.50	
EDEAL, TRENT				
EDEAL, TRENT	ROW AGREEMENT	08/28/2018	262.50	ROAD USE TAX FU
Total EDEAL, TRENT:			262.50	
FARNER-BOCKEN				
FARNER-BOCKEN	PICKARD PARK CONCESSIONS	08/13/2018	614.43	PARK & RECREATI
FARNER-BOCKEN	CONCESSIONS	08/20/2018	771.80	PARK & RECREATI
Total FARNER-BOCKEN:			1,386.23	
FICKES, EDWARD LEE				
FICKES, EDWARD LEE	COED LEAGUE SB	08/09/2018	75.00	PARK & RECREATI
Total FICKES, EDWARD LEE:			75.00	
FOREST SEPTIC ENV. SERVICES LLC				
FOREST SEPTIC ENV. SERVICE	1 LOAD OF SLUDGE FROM WRA	08/21/2018	400.00	SEWER FUND
Total FOREST SEPTIC ENV. SERVICES LLC:			400.00	
FORMAN FORD				
FORMAN FORD	CAP BEADED SKYLIGHT	07/31/2018	1,802.00	GENERAL FUND
Total FORMAN FORD:			1,802.00	
GALLS LLC				
GALLS LLC	UNIFORMS	08/07/2018	43.99	POLICE FUND
GALLS LLC	UNIFORMS - SPARKS	08/10/2018	648.93	POLICE FUND
Total GALLS LLC:			692.92	
GEORGE LONG COMPANY INC				
GEORGE LONG COMPANY INC	FLAG FOOTBALL MOUTHGUARDS	08/20/2018	90.32	PARK & RECREATI
Total GEORGE LONG COMPANY INC:			90.32	
GILBERT HOME COMFORT				
GILBERT HOME COMFORT	REFUND/REIMBURSEMENT	08/29/2018	129.00	GENERAL FUND
Total GILBERT HOME COMFORT:			129.00	
HART, NORMAN				
HART, NORMAN	WELLNESS JULY & AUG	08/21/2018	50.00	SEWER FUND
Total HART, NORMAN:			50.00	
HAWK, ELIZABETH				
HAWK, ELIZABETH	REFUND DEUPLICATE PMT - PT #001659	08/23/2018	35.00	POLICE FUND
Total HAWK, ELIZABETH:			35.00	
HAWKINS INC				
HAWKINS INC	POOL CHLORINE	08/08/2018	486.40	POOL (MEMORIAL)
HAWKINS INC	POOL CHLORINE	08/13/2018	43.80	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HAWKINS INC:			530.20	
HAWKINS, ROB				
HAWKINS, ROB	TUITION REIMBURSEMENT	08/28/2018	411.92	POLICE FUND
Total HAWKINS, ROB:			411.92	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	INSURANCE SETTLEMENT CLAIM ICP04575	08/15/2018	1,775.11	CITY LIAB INS RES
Total IA COMMUNITIES ASSURANCE POOL:			1,775.11	
IMWCA				
IMWCA	INSTALLMENT #3	08/28/2018	2,841.44	POLICE FUND
IMWCA	INSTALLMENT #3	08/28/2018	22.62	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	336.53	SEWER FUND
IMWCA	INSTALLMENT #3	08/28/2018	2,129.01	AMBULANCE FUN
IMWCA	INSTALLMENT #3	08/28/2018	10.37	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	501.54	PARK & RECREATI
IMWCA	INSTALLMENT #3	08/28/2018	1.61	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	458.47	PARK & RECREATI
IMWCA	INSTALLMENT #3	08/28/2018	7.26	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	16.92	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	22.56	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	1,425.63	ROAD USE TAX FU
IMWCA	INSTALLMENT #3	08/28/2018	3,888.42	FIRE FUND
IMWCA	INSTALLMENT #3	08/28/2018	171.32	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	155.14	POOL (MEMORIAL)
IMWCA	INSTALLMENT #3	08/28/2018	196.85	GENERAL FUND
IMWCA	INSTALLMENT #3	08/28/2018	24.98	LIBRARY FUND
Total IMWCA:			12,210.67	
INDOFF INCORPORATED				
INDOFF INCORPORATED	LENT - OFFICE SUPPLIES	08/21/2018	95.24	GENERAL FUND
Total INDOFF INCORPORATED:			95.24	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/02/2018	248.50	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	COPIER	08/14/2018	196.19	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/16/2018	7.70	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/16/2018	149.50	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/16/2018	1,119.75	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/16/2018	22.05	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	PLOTTER PAPER REPLACEMENT ROLL	08/13/2018	39.26	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			1,782.95	
IOWA CODIFICATION INC				
IOWA CODIFICATION INC	CODE SUPPLEMENTS	08/20/2018	139.00	GENERAL FUND
Total IOWA CODIFICATION INC:			139.00	
IOWA ECONOMIC DEV AUTHORITY				
IOWA ECONOMIC DEV AUTHO	1ST PAYMENT - IEDA LOAN - PEOPLES AND	08/28/2018	12,846.32	DOWNTOWN REV

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA ECONOMIC DEV AUTHORITY:			12,846.32	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	UNIFORMS	08/06/2018	32.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			32.00	
IOWA LEAGUE OF CITIES				
IOWA LEAGUE OF CITIES	MAYOR LUNCH AT MID-ZISED CITIES MEETI	08/20/2018	16.35	GENERAL FUND
Total IOWA LEAGUE OF CITIES:			16.35	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	08/17/2018	468.00	SEWER FUND
Total IOWA ONE CALL:			468.00	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	SIGNAL REPAIRS - HWY 69 & HILLCREST	08/21/2018	150.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			150.00	
JIM'S JOHNS				
JIM'S JOHNS	SOUTH PARK PORTA JOHN	08/17/2018	40.00	PARK & RECREATI
JIM'S JOHNS	DOG PARK PORTA JOHN	08/17/2018	40.00	PARK & RECREATI
JIM'S JOHNS	DENELSKY PARK PORTA JOHN	08/17/2018	40.00	PARK & RECREATI
JIM'S JOHNS	BARKER PARK PORTA JOHN	08/17/2018	40.00	PARK & RECREATI
JIM'S JOHNS	PICKARD PARK PORTA JOHN	08/17/2018	40.00	PARK & RECREATI
Total JIM'S JOHNS:			200.00	
KAY PARK RECREATION				
KAY PARK RECREATION	TRASH CAN SUPPLIES	08/17/2018	796.00	PARK & RECREATI
Total KAY PARK RECREATION:			796.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	WEEKLY TESTING	08/15/2018	230.00	SEWER FUND
KEYSTONE LABORATORIES IN	WEEKLY TESTING	08/22/2018	230.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			460.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - SEPT 2018	08/28/2018	2,787.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,787.00	
LECHTENBERG, AUSTIN				
LECHTENBERG, AUSTIN	WELLNESS - AUG	07/26/2018	15.00	POLICE FUND
Total LECHTENBERG, AUSTIN:			15.00	
MAHASKA COMMUNICATION GROUP				
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	08/01/2018	28.66	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	08/01/2018	94.73	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	08/01/2018	7.60	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	08/01/2018	1,118.65	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	08/01/2018	250.00	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	08/01/2018	28.84	GENERAL FUND
Total MAHASKA COMMUNICATION GROUP:			1,528.48	
MATT PARROTT				
MATT PARROTT	PAYROLL CHECKS	08/14/2018	240.85	GENERAL FUND
Total MATT PARROTT:			240.85	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SUPPLIES	08/14/2018	4.04	POLICE FUND
MCCOY HARDWARE INC	BOX COVER	08/15/2018	1.61	SEWER FUND
MCCOY HARDWARE INC	BOLTS AND NUTS	08/15/2018	6.98	SEWER FUND
MCCOY HARDWARE INC	HOSE HANG BRACKETS #8	08/16/2018	7.66	ROAD USE TAX FU
MCCOY HARDWARE INC	TOILET PARTS	08/16/2018	8.99	PARK & RECREATI
Total MCCOY HARDWARE INC:			29.28	
MCCOY, MELISSA				
MCCOY, MELISSA	WELLNESS - AUGUST	08/28/2018	21.10	GENERAL FUND
Total MCCOY, MELISSA:			21.10	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED LEAGUE SB	08/16/2018	75.00	PARK & RECREATI
MCINTYRE, CRAIG	COED LEAGUE SB	08/09/2018	75.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			150.00	
MEDTRAK SERVICES				
MEDTRAK SERVICES	411 RX	08/15/2018	18.24	POLICE FUND
Total MEDTRAK SERVICES:			18.24	
METRO WASTE AUTHORITY				
METRO WASTE AUTHORITY	COMPOST	08/23/2018	113.16	PARK & RECREATI
Total METRO WASTE AUTHORITY:			113.16	
MEYVN GROUP, THE				
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	73.52	AMBULANCE FUN
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	1,029.41	POLICE FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	PARK & RECREATI
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	GENERAL FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	SEWER FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	294.12	GENERAL FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	73.52	FIRE FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	GENERAL FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	LIBRARY FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	GENERAL FUND
MEYVN GROUP, THE	SENSITIVITY TRAINING	08/22/2018	147.06	ROAD USE TAX FU
Total MEYVN GROUP, THE:			2,499.99	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	26321-3003 ST LIGHTING	08/10/2018	132.57	GENERAL FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	08/17/2018	18.33	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MID AMERICAN ENERGY CO.	74080-22010 FUEL HEAT	08/20/2018	53.95	GENERAL FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	08/17/2018	55.80	SEWER FUND
MID AMERICAN ENERGY CO.	POOL HEATING FUEL	08/21/2018	560.89	POOL (MEMORIAL)
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	08/10/2018	12.60	GENERAL FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLY LIFT	08/15/2018	35.56	SEWER FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	08/15/2018	65.95	SEWER FUND
Total MID AMERICAN ENERGY CO.:			935.65	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	LED BULBS CITY HALL	06/21/2018	122.51	GENERAL FUND
MILLER ELECTRIC SERVICES	PD OFFICE WORK	07/19/2018	102.17	GENERAL FUND
MILLER ELECTRIC SERVICES	CIRC PUMP WIRING REPAIRS	07/26/2018	94.00	POOL (MEMORIAL)
Total MILLER ELECTRIC SERVICES:			318.68	
MILLER MECHANICAL SPECIALTIES INC				
MILLER MECHANICAL SPECIAL	SOR FLARE VALVE FOR DIGESTER	08/22/2018	749.99	SEWER FUND
Total MILLER MECHANICAL SPECIALTIES INC:			749.99	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	PRO RINGS FOR MANHOLES	07/27/2018	290.75	SEWER CAPITAL P
MUNICIPAL SUPPLY INC	PRO RINGS FOR MANHOLES	08/08/2018	602.30	SEWER CAPITAL P
MUNICIPAL SUPPLY INC	CAULKING FOR PRO RINGS	08/15/2018	388.80	SEWER CAPITAL P
Total MUNICIPAL SUPPLY INC:			1,281.85	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	134.43	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	1,083.66	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	44.56	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	119.17	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	215.64	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	77.38	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	309.51	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	80.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	226.05	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	49.63	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	101.48	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	42.54	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	116.20	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	814.75	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	42.54	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	80.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	226.05	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	814.75	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	309.51	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	116.20	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	134.43	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	44.56	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	119.17	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	215.64	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	1,083.66	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	49.63	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	101.48	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	08/28/2018	77.38	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MUTUAL OF OMAHA:			6,830.34	
MYERS, ROBERT				
MYERS, ROBERT	COED LEAGUE SB	08/23/2018	75.00	PARK & RECREATI
Total MYERS, ROBERT:			75.00	
NATIONAL FIRE CODES				
NATIONAL FIRE CODES	ANNUAL SUBSCRIPTION OF CODES	08/17/2018	1,345.50	FIRE FUND
Total NATIONAL FIRE CODES:			1,345.50	
NELLER, THEODORE				
NELLER, THEODORE	FRI - CLASSES/TRAINING	08/27/2018	705.00	FIRE FUND
Total NELLER, THEODORE:			705.00	
NEW ERA HOMES				
NEW ERA HOMES	REFUND/REIMBURSEMENT	08/28/2018	509.00	GENERAL FUND
Total NEW ERA HOMES:			509.00	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	QUARTERLY WEBSITE FORWARDING	08/01/2018	45.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			45.00	
O'KEEFE ELEVATOR CO.				
O'KEEFE ELEVATOR CO.	MAINTENANCE	08/28/2018	306.06	GENERAL FUND
Total O'KEEFE ELEVATOR CO.:			306.06	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	CRACK SEALER	08/16/2018	4.97	ROAD USE TAX FU
O'REILLY AUTO PARTS	POWER WASHER SOAP	08/21/2018	38.99	SEWER FUND
Total O'REILLY AUTO PARTS:			43.96	
PARK, KRIS				
PARK, KRIS	COED LEAGUE SB	08/16/2018	75.00	PARK & RECREATI
PARK, KRIS	COED LEAGUE SB	08/23/2018	75.00	PARK & RECREATI
PARK, KRIS	COED LEAGUE SB	08/09/2018	75.00	PARK & RECREATI
Total PARK, KRIS:			225.00	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	CARDIAC MONITOR LEASE	08/11/2018	1,348.11	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,348.11	
POWER PROCESS EQUIPMENT				
POWER PROCESS EQUIPMENT	SEAL KIT FOR MORLOCK PUMP	08/10/2018	1,048.24	SEWER FUND
Total POWER PROCESS EQUIPMENT:			1,048.24	
PURCHASE POWER				
PURCHASE POWER	POSTAGE	08/27/2018	2,261.20	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PURCHASE POWER:			2,261.20	
SHI INTERNATIONAL CORP				
SHI INTERNATIONAL CORP	8 EMC 900GB HD	08/06/2018	4,080.00	VEHICLE RESERV
SHI INTERNATIONAL CORP	4 BATTERY BACKUPS	08/09/2018	168.00	GENERAL FUND
SHI INTERNATIONAL CORP	2 SURFACE PRO TYPE COVERS AND 2 SUR	08/09/2018	479.54	VEHICLE RESERV
SHI INTERNATIONAL CORP	2 SURFACE PRO TABLETS	08/10/2018	1,498.00	VEHICLE RESERV
SHI INTERNATIONAL CORP	ERGONOMIC KEYBOARD - CASSANDRA	08/15/2018	34.00	GENERAL FUND
SHI INTERNATIONAL CORP	4 MONITORS & 4 DISPLAY PORT TO MINI-DI	08/17/2018	942.00	GENERAL FUND
Total SHI INTERNATIONAL CORP:			7,201.54	
SHOTTENKIRK FORD OF INDIANOLA				
SHOTTENKIRK FORD OF INDIA	OIL CHANGE F150	08/17/2018	46.10	SEWER FUND
Total SHOTTENKIRK FORD OF INDIANOLA:			46.10	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	08/28/2018	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMPSON COLLEGE				
SIMPSON COLLEGE	TENNIS INSTRUCTION 76 PARTICIPANTS * \$	08/27/2018	1,520.00	PARK & RECREATI
Total SIMPSON COLLEGE:			1,520.00	
STEW HANSEN DODGE				
STEW HANSEN DODGE	2018 DODGE 3500	08/16/2018	36,965.00	VEHICLE RESERV
Total STEW HANSEN DODGE:			36,965.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT 1506	08/24/2018	83.00	GENERAL FUND
T.R.M. DISPOSAL LLC	ACCT #583 - TRASH - SOUTH PLANT	08/24/2018	52.00	SEWER FUND
T.R.M. DISPOSAL LLC	ACCT #583 - TRASH - NORTH PLANT	08/24/2018	80.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			215.00	
TEMPLE, JOSHUA				
TEMPLE, JOSHUA	WELLNESS - JUNE	06/29/2018	15.00	POLICE FUND
Total TEMPLE, JOSHUA:			15.00	
TERHARK, JEREMIAH				
TERHARK, JEREMIAH	REFUND SIGN PERMIT S/BE NORWALK	08/29/2018	50.00	GENERAL FUND
Total TERHARK, JEREMIAH:			50.00	
TRINITY CONSULTANTS INC				
TRINITY CONSULTANTS INC	PERMIT FOR MORLOCK GENERATOR DRAF	07/29/2018	454.00	SEWER FUND
Total TRINITY CONSULTANTS INC:			454.00	
TRUBANK				
TRUBANK	INTEREST DOWNTOWN BIZ INCENTIVE - GA	08/22/2018	209.89	DOWNTOWN BIZ I

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total TRUBANK:			209.89	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONES -3	08/12/2018	104.87	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONES - 2	08/12/2018	81.00	PARK & RECREATI
U.S. CELLULAR	CELL PHONE	08/12/2018	43.78	FIRE FUND
U.S. CELLULAR	CELL PHONES - 2	08/12/2018	92.74	SEWER FUND
Total U.S. CELLULAR:			322.39	
UNITYPOINT HEALTH - DES MOINES				
UNITYPOINT HEALTH - DES MO	HEARING TESTS, AUGUST 2018	08/16/2018	112.88	ROAD USE TAX FU
UNITYPOINT HEALTH - DES MO	HEARING TESTS, AUGUST 2018	08/16/2018	64.88	POLICE FUND
UNITYPOINT HEALTH - DES MO	HEARING TESTS, AUGUST 2018	08/16/2018	58.89	PARK & RECREATI
UNITYPOINT HEALTH - DES MO	HEARING TESTS, AUGUST 2018	08/16/2018	112.89	SEWER FUND
Total UNITYPOINT HEALTH - DES MOINES:			349.54	
VASEY, JESSICA				
VASEY, JESSICA	INSTRUCTION SLIME CLASS	08/14/2018	100.00	PARK & RECREATI
Total VASEY, JESSICA:			100.00	
WALLER, RYAN				
WALLER, RYAN	CELL PHONE 7/9/18 - 8/8/18	08/08/2018	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
WARREN CO FIRE ASSOC				
WARREN CO FIRE ASSOC	ASSOCIATION DUES	08/06/2018	35.00	FIRE FUND
Total WARREN CO FIRE ASSOC:			35.00	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	161.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES - 205 E BOSTON	08/20/2018	535.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	326.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	239.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	359.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	110.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	28.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	462.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	468.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	451.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	276.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	306.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES SEPT 18	08/20/2018	388.00	SEWER CAPITAL P
Total WARREN COUNTY TREASURER:			4,109.00	
WEINMAN INSURANCE SERVICE				
WEINMAN INSURANCE SERVIC	CRIME BOND 2018-2019	08/16/2018	2,355.00	GENERAL FUND
Total WEINMAN INSURANCE SERVICE:			2,355.00	
WEST SAFETY SERVICES INC				
WEST SAFETY SERVICES INC	MONTHLY 911 ACCESS	08/06/2018	100.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WEST SAFETY SERVICES INC:			100.00	
Grand Totals:			157,327.00	

City Council: _____

City Council Regular

8.A.1.

Meeting Date: 09/04/2018

Subject

Development Agreement 506 W. 2nd

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/04/2018

Subject

Public hearing to approve and authorize the sale of real property for development located at 506 W. 2nd

Information

Council will need to hold a public hearing to consider to sell 506 W. 2nd Avenue for the purpose of constructing a building for the intended use as an appliance sales and services business.

The public hearing will be held and after comments have been received the council will then consider a Development Agreement concerning the property (next agenda item).

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/04/2018

Subject

Resolution making the final determination on potential sale of interest in real property and approving and authorizing execution of a Development Agreement by and between the City of Indianola and JK Management LLC dba Kappelman Appliance

Information

The next item to consider is the resolution (packet) approving and authorizing execution of a development agreement by and between the City of Indianola and JK Management LLC DBA Kappelman Appliance.

Highlights of the Development Agreement include:

- The Developer shall build a commercial facilities on the property
- The minimum actual values shall be assessed for the Property with the improvements constructed thereon shall exceed the beginning valuation by \$225,000 beginning on January 1, 2020

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Development Agreement

RESOLUTION NO. _____

RESOLUTION MAKING FINAL DETERMINATION ON
POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND
APPROVING AND AUTHORIZING EXECUTION OF A
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF INDIANOLA AND JK MANAGEMENT LLC D/B/A
KAPPELMAN APPLIANCE

WHEREAS, the City has adopted the Urban Revitalization Plan ("Plan") designating a portion of the City as an urban revitalization area pursuant to the City's powers under Chapter 404 of the Code in order to encourage private development and improvements in the area, and to enhance the area and substantially improve the neighborhood and the community; and

WHEREAS, it is desirable that properties within the area be redeveloped as part of the overall redevelopment area covered by said Plan; and

WHEREAS, the City has received a proposal from JK Management LLC d/b/a Kappelman Appliance (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) together with all related site improvements on the "Development Property" legally described as follows:

Lot 9 in Block 18 in JONES & WINDLES ADDITION, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Locally known as: 506 W 2nd Avenue, Indianola, Iowa; and

WHEREAS, the Agreement further proposes that the City will: (i) sell the Development Property to the Developer under the terms and following satisfaction of the conditions set forth in the Development Agreement; and (ii) construct certain Public Improvements (as defined in the Agreement) which will benefit, among other things, the Development Property; and

WHEREAS, in compliance with Iowa Code 364.7, the Council has set forth its proposal to dispose of interests in the Development Property by publication of notice of a public hearing on the Agreement; and

WHEREAS, pursuant to said notice published as required by law, this Council has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement, which includes the potential sale of the Development Property (as defined in the Agreement), and has considered the extent of objections received from residents or property owners as to said proposed Agreement; and, accordingly the following action is now considered to be in the best interests of the City and residents thereof; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan.

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

Section 1. The Council finds that disposal of interests in the Development Property to Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Development Property will promote the purposes of the Plan and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property.

Section 2. The proposal to sell the Development Property to Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. The performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer in connection with the redevelopment of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the best interests of the residents of the City.

Section 4. The form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this ____ day of _____ 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA and JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the 1st day of August, 2018, by and among the CITY OF INDIANOLA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A, 404, and 364.7 of the Code of Iowa, 2018 (the "Code"), as amended, and JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE, having offices for the transaction of business at 601 W 1st Ave, Indianola, Iowa 50125 (the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property more particularly described as:

Lot 9 in Block 18 in JONES & WINDLES ADDITION, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Locally known as: 506 W 2nd Avenue, Indianola, Iowa (the "Development Property"); and

WHEREAS, the City is willing to sell the Development Property to the Developer in exchange for valuable consideration pursuant to this Agreement; and

WHEREAS, Developer shall construct a building for intended uses as an appliance sales and service business as shown Exhibit A, as may be amended from time to time, attached hereto and made a part hereof ("Minimum Improvements"), on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Developer makes the following representations and warranties:

a. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

b. The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented by, limited by, in conflict with, or result in a violation or breach of, the terms, conditions, or provisions of any contractual restriction, evidence of indebtedness, agreement, or instrument of whatever nature to which Developer is now a party or by which it or its property is bound, nor do they constitute a default under any of the foregoing.

c. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

d. Developer will cause the facility to be constructed and operated in accordance with the terms of this Agreement and the business model submitted to the City; and all local, State, and federal laws and regulations.

e. Developer would not undertake its obligations under this Agreement without the sale of the Development Property in accordance with the terms of this Agreement.

f. Developer will not seek and shall not receive tax abatement for the Development Property.

ARTICLE II. SALE OF DEVELOPMENT PROPERTY

Section 2.1 Transfer of Development Property. For and in consideration of the obligations being assumed by the Developer hereunder, the City agrees to sell, and the Developer agrees to purchase, the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 364.7 of the Iowa Code.

Section 2.2 Price. The purchase price for the Development Property shall be One Dollar (\$1.00) due and payable at the Closing of the transaction.

Section 2.3. Due Diligence. For a period of sixty (60) days following the execution of this Agreement (the "Due Diligence Period"), Developer may perform investigations and

inspections necessary to complete due diligence for the Development Property and its intended use of the Development Property, limited to the following:

- a. Examination of title related to marketability in accordance with Iowa law and the Iowa Land Title Standards.
- b. Existence of or feasibility of obtaining proper zoning, variances (if required) and other required approvals for Developer's anticipated use of the Development Property.
- c. Availability of all utilities in such quantity necessary for Developer's normal business activity.
- d. Approval of the City to rezone the Development Property from R-2 to C-2.
- e. Governmental approvals, which is limited to the following conditions: building permits, easements, and any required variance for the construction and operation of the proposed use.

If, during the Due Diligence Period, Developer is not reasonably satisfied with the Development Property, Developer may, by notice to the City during the Due Diligence Period (i) terminate this Agreement with written notice to the City, or (ii) give notice to the City of any defects, concerns, or issues discovered as a result of Developer's due diligence, together with any copies of any and all inspection reports (the "Property Defects"). If Developer notifies the City of the existence of any Property Defects, the City shall have five (5) business days from the receipt of notice of Property Defects, within which to notify Developer whether the City intends to cure such Property Defects. Failure to notify Developer within such five (5) business day period shall be conclusively deemed to be the City's notice to Developer of the City's decision not to cure the Property Defects. If the City notifies or is deemed to notify Developer of its intention not to cure the Property Defects, Developer shall have five (5) business days thereafter to notify the City of its decision whether to accept the Property with the Property Defects, or of terminating this Agreement, and in the latter event, this Agreement will terminate. If the City gives notice of its intention to cure the Property Defects, the parties may mutually extend the Closing Date.

Section 2.4. Real Estate Taxes and Special Assessments.

- a. The property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-closing, if any.
- b. The City shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year in which Closing occurs, and all prior installments thereof.
- c. All other special assessments shall be paid by Developer.

Section 2.5. Right of Reversion. As security for completion of the Minimum Improvements, the deed conveying the Development Property to Developer shall contain a right of reversion ("City's Reversionary Right" or "Reversionary Right"), which may be exercised by the City, in its reasonable discretion, if Developer has not initiated construction of the Minimum Improvements on the Development Property as of January 1, 2019. This Right of Reversion shall terminate on the date construction of the Development Property commences, upon which it shall be of no further force and effect.

Once Developer commences construction, and the Right of Reversion terminates, if construction of the Minimum Improvements is not substantially completed by June 1, 2019, Developer shall pay to the City a liquidated damages fee in the amount of \$25,200.00, and the Minimum Assessment shall be applied in accordance with the Minimum Assessment Agreement. Substantial completion shall mean the Minimum Improvements have been completed with the exception of minor items that do not materially interfere with the completion of the Minimum Improvements or occupancy of the Development Property.

Developer shall allow no mortgages or liens other than those acknowledged by the City in writing (including, but not limited to, mechanic's liens) to encumber the Development Property while the City holds its Reversionary Right. To exercise the City's Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within ninety (90) days of Developer's failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section within 60 days of the City's demand, including without limitation, the execution of appropriate deeds and other documents. This provision shall survive the Closing.

The City agrees to execute any documents reasonably requested by Developer or its lender to evidence any termination of the City's Reversionary Right as set forth herein.

Section 2.6. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance through Closing, if any, and Developer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, this Agreement shall be null and void; provided, however, Developer shall have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Development Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Section 3.4.

Section 2.7. Condition of the Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property "As Is" And, subject to Section 2.9, below, with respect to title, nothing in this Agreement shall be construed to require the City to remedy any condition of the Development Property. Except as expressly provided in this Agreement, the City makes no warranties or representations as to the condition of the Development Property.

Developer will have conducted an inspection of the Development Property during the Due Diligence Period and waives all claims against the City as to the condition of the Development Property.

Section 2.8. Possession/Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place on a date no later than sixty days following the expiration of the Due Diligence Period at a time to be agreed to by the parties (the "Closing Date"). This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form of the deed attached as Exhibit B. All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 2.9. Abstract And Title. The City, at their expense, shall provide an abstract for the Development Property, continued through a date no more than forty-five (45) days prior to Closing, and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. It shall show merchantable title in the City in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The City shall pay the costs of any additional abstracting and title work to any act or omission of the City, including transfers by the City or its assigns.

Section 2.10. Survey and Platting. The Developer has provided a survey of the platted property, which survey is attached hereto as Exhibit A.

Section 2.11. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of Closing.

Section 2.12. Proof of Financing. Developer warrants that it has commitments for acquisition, construction, and permanent financing for the development of the Development Property in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in Article III of this Agreement. Before Closing, Developer shall provide proof of this financing to the City. If Developer has not provided such proof of financing deemed satisfactory to the City in its sole, reasonable discretion, the City reserves the right to delay Closing or otherwise suspend its performance under this Agreement or take any other action contemplated by Section 4.2.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer shall construct Minimum Improvements on the Development Property as set forth in this Agreement. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than detailed and outlined in Exhibit A, as may be amended from time to time in accordance with the terms of this Agreement, and in the Construction Plans submitted to the City under Section 3.1(b), unless Amendments to the Minimum Improvements and Construction Plans have been agreed to by both Parties in writing; and that construction of the Minimum Improvements shall require a total investment of not less than Two Hundred Twenty Five Thousand Dollars (\$225,000).

b. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to and approved by the City. The City's approval of the Construction Plans pursuant to this Section 3.1(b) is solely for purposes of this Agreement and shall not be deemed to constitute approval or waiver by the City for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed. Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations.

c. Developer will enter into a Minimum Assessment Agreement with the City, in substantially the form attached to this Agreement as Exhibit C, such agreement to be executed at the time this Agreement is executed by the parties.

Section 3.2. Unavoidable Delays. For the purposes of this Article, "Unavoidable Delays" means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements no later than June 1, 2019; or by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Section 3.4. Insurance. The Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size

and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 3.5. Indemnification. Developer shall indemnify, defend, and hold harmless the City and its governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties"), and releases and agrees that the Indemnified Parties shall not be liable for any loss, damage, liabilities, injuries, claims, demands, costs, and expenses of every kind and nature, including legal fees, arising out of or in connection with Developer's acquisition of the Development Property or the construction, maintenance or operation of the Minimum Improvements.

ARTICLE IV. DEFAULT AND REMEDIES

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

(a) Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

(b) Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

(c) Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;

(d) Failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement;

(e) The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

(f) Developer shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

- (iii) admit in writing its inability to pay its debts generally as they become due; or
- (iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

(g) Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 4.2. Developer Breach. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure said breach within thirty (30) days after written notice from the City to the Developer, the City may (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Developer, or (iii) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the enforcement or performance of this Agreement, Developer agrees that it shall pay to the City the reasonable fees and expenses incurred by the City.

ARTICLE V. MISCELLANEOUS

Section 5.1. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 5.2. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

- a. In the case of Developer, is addressed or delivered personally to JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE, 601 W 1st Ave. Indianola, Iowa 50125;
- b. In the case of the City, is addressed or delivered personally to the City at 110 North 2nd Street, Indianola, Iowa 50125;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 5.3. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

Section 5.4. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.5. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 6.6. This Agreement shall terminate and be of no further force or effect after December 31, 2019, unless terminated earlier under the provisions of this Agreement.

Section 5.7. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the prior written consent of the other party. Furthermore, Developer agrees that it shall not assign or convey its interest in the Development Property during the term of this Agreement without the prior written consent of the City.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City

Clerk, and the Developer has caused this Agreement to be duly executed on or as of the 15th
day of August, 2018.

(SEAL)

CITY OF INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

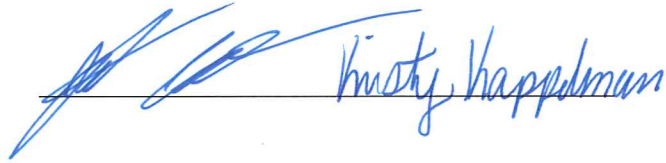
STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2018, before a Notary Public in and for the State, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Indianola, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for said State

[Signature page to Agreement for Private Development - City of Indianola]

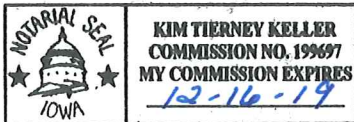
JK MANAGEMENT LLC D/B/A KAPPELMAN
APPLIANCE

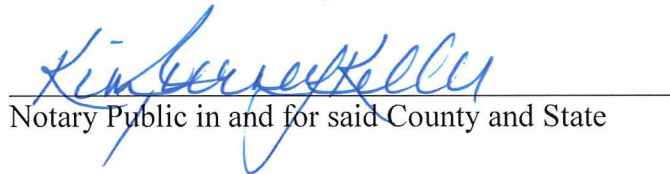


Kristy Kappelman

STATE OF IOWA)
)SS
COUNTY OF WARREN)

On this 1st day of August, 2018, before me the undersigned, a Notary
Public in and for said State, personally appeared Justin Kappelman, to me personally
known. Kristy Kappelman

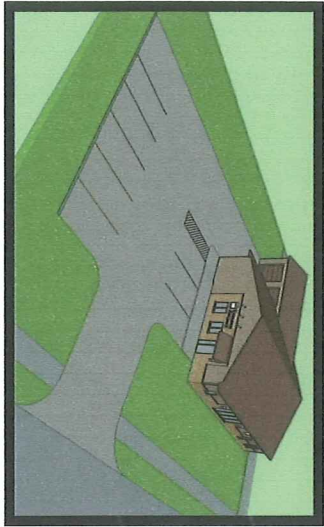
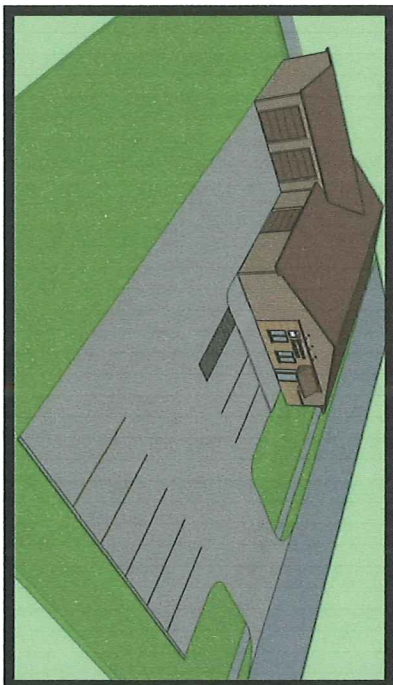




Notary Public in and for said County and State

[Signature page to Agreement for Private Development – JK MANAGEMENT LLC D/B/A
KAPPELMAN APPLIANCE]

EXHIBIT A



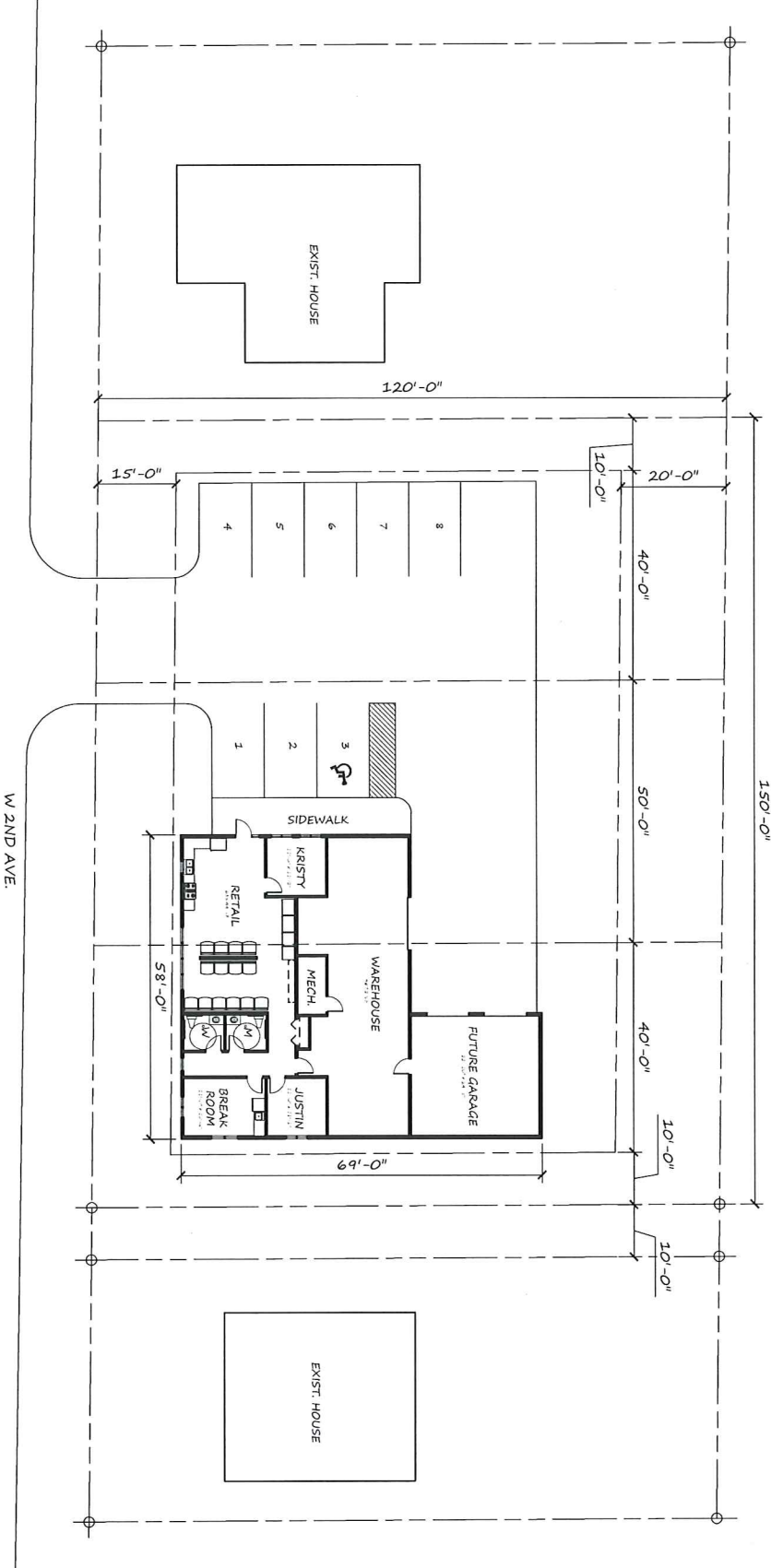
* RENDERINGS ARE A REPRESENTATION OF THE BUILDING TO SHOW GENERAL DESIGN INTENT. NOT TO BE USED TO BUILD FROM.



KAPPELMAN APPLIANCE

SITE PLAN

1" = 20' - 0"
TOTAL BUILDING SQUARE FOOTAGE = 3,152.0



SP1.0

PROJECT # 1814
SITE PLAN

NOT FOR
CONSTRUCTION

PRELIMINARY

REVISIONS:

DATE: 06/20/2018

KAPPELMAN APPLIANCE

506-508 W 2ND AVE INDIANOLA, IA 50125

CA&D P.C.
WWW.CA&DARCHITECTURE.COM
221 E. MAIN STREET
OTTUMWA, IA 52501
847.848-1500

Aerial Map



©2018 AgriData, Inc.

map center: 41° 21' 29.09, -93° 34' 2.39



IowaRealty
Iowa's Largest
Maps Provided By:
surety
CUSTOMIZED ONLINE MAPPING
© AgriData, Inc. 2018
www.AgriDataInc.com

25-76N-24W
Warren County
Iowa



5/17/2018

Field borders provided by Farm Service Agency as of 5/21/2008.

EXHIBIT B

SPECIAL WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Taxpayer Information:

JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE

601 W 1st ~~St~~ Avenue

Indianola, IA 50125

Return Document To:

Grantors: City of Indianola, Iowa

Grantees: JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE

601 W 1st Ave.

Indianola, IA 50125

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SPECIAL WARRANTY DEED

For the consideration of Ten (10) Dollars and other valuable consideration, **the City of Indianola, Iowa**, ("Grantor") does hereby convey to JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE, ("Grantee") the following described real estate in WARREN County, Iowa:

Lot 9 in Block 18 in JONES & WINDLES ADDITION, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Locally known as: 506 W 2nd Avenue, Indianola, Iowa

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the Grantor and Grantee herein, dated _____, 2018, as amended (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Development Agreement.

Specifically, this Deed is subject to the right of Grantor to reacquire title to the described real estate in the event that Developer has not commenced construction of the Minimum Improvements by January 1, 2019, in which event the Grantor shall have the right to reacquire the property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its assigns and successors in interest in accordance with the terms and conditions of the Agreement, all right, title and interest of Grantee in the above-described premises shall cease and revert immediately to Grantor, its successors and assigns. The right of the City to reacquire title to the described real estate shall terminate on the date Developer commences construction of the Minimum Improvements. These conditions shall run with the land.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____
CITY OF INDIANOLA

By _____
Mayor

By _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN:

On _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, the municipal corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that the instrument was signed on behalf of the corporation by the authority of its City Council; and that the Mayor and City Clerk, as such officers, acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR SAID STATE



THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT LEGAL ADVICE.

Date of Agreement Aug 1, 2018

MLS ID #: 561281

Agency Agreement. In this Purchase Agreement it is clearly understood and agreed by the parties hereto, that **Iowa Realty Co., Inc.** (herein called "Iowa Realty"), Buyers' Appointed Agent(s), exclusively represents the **Buyers** in this transaction. The listing agent(s) exclusively represents **Sellers** in this transaction. If the same agent represents both **Buyers** and **Sellers** a detailed explanation of Consensual Dual Agency must be attached to this Agreement. Further, **Buyers** and **Sellers** acknowledge that prior to signing this Agreement, their respective agents have made a written disclosure of the type of representation being provided.

TO: City of Indianola (Sellers)

FROM: JK Management LLC (Buyers)

The undersigned **Buyers** hereby offer to buy the real property locally known as 506 W 2nd Avenue
Indianola IA 50125 Warren
City State Zip County

and legally described as: 25-76-24 JONES & WINDLES ADD LOT 9 BLK 18

subject to and together with any reasonable easements, zoning restrictions, restrictive covenants, and mineral reservations of record, if any, and agree as follows:

1. **Purchase Price:** The Purchase Price shall be \$ -0-, and the method of payment as follows:
\$ _____ with this offer; and \$ _____ upon acceptance of this offer and unless otherwise agreed to in writing, both amounts are to be held in trust by listing broker and the balance of the purchase price as designated below.
☐ **A. New Mortgage:** This Agreement is contingent upon **Buyers** obtaining a commitment in writing for a _____ mortgage for not more than _____% of the purchase price with note interest at _____% or less with a term no less than _____ years. **Buyers** agree to pay all customary loan costs. **Buyers** agree upon acceptance of this offer to immediately make application for such mortgage with a lender and to make their best effort to obtain a mortgage commitment as above provided, conditioned only on standard lender conditions. **Sellers** agree to pay up to the amount of _____ towards the **Buyers'** closing costs, discount fee, origination fee, and/or prepaids. If **Buyers** have not obtained a written commitment or loan denial on or before _____, **Sellers** may rescind this Agreement by giving written notice to the **Buyers**, or **Buyers'** Agent, stating that if a mortgage commitment has not been obtained within 5 business days of receipt of such notice then this Agreement shall be null and void. If **Sellers** do not choose to give such written notice, then this Agreement shall remain valid until the **Buyers** have obtained a mortgage commitment or denial. In addition to the proceeds of aforementioned mortgage, **Buyers** shall pay the balance of purchase price in cash at the time of closing with an adjustment for closing costs to be added or deducted from this amount.
Sellers acknowledge and agree that the property will be taken off the market until **Sellers** receive notice of a mortgage commitment or denial from **Buyers**.
☐ **B. Contract:** See Attached Addendum.
☐ **C. Assumption of Mortgage or Contract:** See Attached Addendum.
☐ **D. Cash:** **Buyers** will pay the balance of the purchase price in cash at the time of closing with adjustment for closing costs to be added or deducted from this amount. This Agreement is not contingent upon the **Buyers** obtaining such funds. **Sellers** shall have the right to receive a verification of such funds. **Buyers** authorize closing services for the cash transaction be provided by (check one) ☐ Midland Title & Escrow ☐ Other: _____
☐ **E. Appraisal:** This Agreement is contingent upon the property appraising by the **Buyers'** or the lender's appraiser at or above the purchase price.
☐ **F. Subject to Sale:** See attached Addendum
☐ **G. Other Terms of Purchase:** _____

2. ☐ This offer is contingent upon **Buyers** closing and obtaining proceeds from the pending sale of their home located at _____.

3. **Possession and Closing:** Closing shall take place on or about 11-1-18. Possession shall take place on 11-1-18. Adjustment of interest, rents and all charges attributable to the **Sellers'** possession are to be made of like date. Closing shall occur after approval of title and **Prior to Possession**. If for any reason possession is before or after the day of closing, the parties shall sign an occupancy agreement and make a separate agreement with adjustments as of the date of possession. **This transaction shall be considered closed upon delivery of documents required to convey marketable title and receipt of all funds by the settlement agent.**

4. **Taxes:**

- A. **Sellers** shall pay all real estate taxes that are liens for prior years and all those that are due and payable in the fiscal year in which possession is given.
- B. **Sellers** shall pay their pro-rated share, based upon the date of closing, of the real estate taxes for the fiscal year in which closing occurs that are due and payable in the subsequent fiscal year. **Buyers** shall be given credit for such pro-ration at closing based upon the applicable assessed value(s), rollback(s), exemption(s) and levy of record at the time of closing.
- C. If this Agreement is for a real estate installment contract, the tax adjustment (provided for in Paragraph B above) shall be as set forth on the Attached Addendum.

Seller(s) Initials _____

Buyer(s) Initials kh [Signature]

ADDRESS OF PROPERTY: 506 W 2nd Avenue, Indianola, Iowa 50125

5. **Special Assessments:** Sellers shall pay in full all special assessments that are certified as liens on the public record at closing. Any preliminary or deficiency assessments which cannot be discharged by payment shall be paid through an escrow account with sufficient funds to pay such liens when payable with any unused funds to be returned to **Sellers**. All charges for solid waste removal, sewage, and assessments for maintenance that are attributable to **Sellers'** possession shall be paid by **Sellers**.

6. **Duties of Parties:**

A. Neither **Iowa Realty** nor the listing broker, if different, its agents, employees, and associates make any representations or warranties as to the physical condition of the property, its size, future value, or income potential.

B. **Sellers** and **Buyers** acknowledge that **Sellers** of real property have a legal duty to disclose Material Defects of which **Sellers** have actual knowledge and which a reasonable inspection by **Buyers** would not reveal.

7. **Condition of Property:** Federal law (known as Title X) requires notification of potentially dangerous levels of lead-based paint in properties built prior to 1978 (See Lead-Based Paint Disclosure). If applicable, **SELLERS** will provide **BUYERS** with copies of any records or prior test results pertaining to lead-based paint.

A. The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by **Sellers** in its present condition until possession, ordinary wear and tear excepted. **Buyers** shall be permitted to make inspection of the property prior to possession or closing, whichever is sooner, in order to determine that there has been no change in the condition of the property.

B. **Buyers** may choose one of the following alternatives relative to the condition and quality of the property:

☐ 1. On or before _____, (not to exceed 10 business days after the final acceptance date), **Buyers** may, at their sole expense, have the property inspected by a person or persons of their choice to determine if there are any structural, mechanical, plumbing, electrical, environmental, lead-based paint or other material deficiencies. (This is not to be construed as an inspection to bring an older home into compliance with the current building codes.) Within this inspection period, **Buyers** must notify in writing **Sellers' Agent**, as shown herein, of any deficiency or any such deficiencies will be waived. **Sellers** shall immediately notify **Buyers** in writing of what steps, if any, **Sellers** will take to correct any deficiencies before closing. The **Buyers** shall then immediately in writing notify **Sellers' Agent** that (1) such steps are acceptable, in which case this Agreement, as so modified, shall be binding upon all parties; or (2) that such steps are not acceptable, in which case this Agreement shall be null and void.

Buyer's Initials

AK

Seller's Initials

☒ 2. **Buyers** acknowledge that they have made a satisfactory inspection of the property, have been advised and encouraged by their agent to obtain an inspection and understand the importance of an inspection and are purchasing the property in its existing condition, and voluntarily waive their right to an inspection.

C. **Sellers to provide home warranty for Buyer?** ☐ Yes ☒ No Cost of Warranty \$ _____ Warranty Provider _____

D. If the improvements on the subject property are under construction, already constructed or are to be constructed, this Agreement shall be subject to approval of plans and specifications by the parties within _____ business days after final acceptance of this Agreement. New construction shall have the warranties specifically made by suppliers of materials/appliances, or specifically tendered by the contractor. Neither **Iowa Realty** nor the listing broker, if different, nor their agents make warranties as to the quality of construction or materials. **Other than the express warranties specifically made by suppliers of materials and/or appliances, or specifically tendered by the contractor, there are no implied or express warranties with regard to such construction.**

8. **Wood Destroying Pest Inspection:** If the subject property is a one to four family residential dwelling, **Sellers**, at their expense, shall have the property, including fences, outbuildings, and garages, inspected for termites and other wood destroying insects by a licensed termite inspector prior to closing. If active wood-destroying infestation or damage due to prior infestation is discovered, **Sellers** shall have the option of either having the property treated for infestation by a licensed pest exterminator and having any damage repaired to **Buyers'** satisfaction, or declaring this Agreement void. Provided, however, **Buyers** may accept the property in writing in its existing condition without such treatment or repairs.

9. **Included Property:** Included with the property shall be all fixtures that integrally belong to, are specifically adapted to or are part of the real estate, whether attached or detached, such as: attached wall-to-wall carpeting, built-in appliances, light fixtures (including light bulbs), water softeners, water purification systems (except rentals), shutters, shades, rods, blinds, venetian blinds, awnings, storm windows, storm doors, screens, television antennas, air conditioning equipment (except window type), door chimes, automatic garage door openers, electrical service cables, bathroom mirrors, attached mirrors, fencing, shelving, all storage buildings, gates, bushes, trees, shrubs, and plants. Also included shall be the following: _____

The following items shall not be included: _____

10. **Survey:** **Buyers** may have the property surveyed at their expense not to exceed ten business days after the final acceptance of this Agreement. If the survey, certified by a Registered Land Surveyor, shows any encroachment on said property or if any improvements located on the subject property encroach on the land of others, such encroachments shall be treated as a title defect.

11. **Insurance:** **Sellers** shall bear the risk of loss or damage to the property prior to closing or possession, whichever occurs first. **Sellers** agree to maintain existing insurance and **Buyers** may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void, unless otherwise agreed by the parties. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date, provided, however, **Buyers** have the right to complete the closing and receive insurance proceeds regardless of the extent of damages.

12. **Deed/Joint Tenancy:** Upon full payment of the purchase price, **Sellers** shall deliver to **Buyers** a general warranty deed to this property. If **Sellers'** title is held in joint tenancy, this Agreement shall not sever such joint tenancy. If **Buyers** are married, their interest hereunder shall be held in joint tenancy unless otherwise specifically indicated.

Seller(s) Initials _____

Buyer(s) Initials AK KK

ADDRESS OF PROPERTY:

506 W 2nd Avenue, Indianola, Iowa 50125

13. **Abstract and Title:** Sellers shall promptly provide an abstract of title continued to and including the date of acceptance of this Agreement. Such abstract shall be delivered to an attorney for a title opinion for the Buyers, such attorney to be selected by the Buyers or their mortgagee. In lieu of the foregoing, Sellers may give evidence of title by the purchase of an owner's title insurance policy for Buyers or lender may purchase, or require Buyer to purchase, a title insurance policy to protect the lender's interest in the property. Sellers agree to make every reasonable effort to promptly perfect the title in accordance with such opinion or title policy so that upon conveyance, title shall be deemed marketable in compliance with this Agreement and the land title laws of the State of Iowa or the title policy. If closing is delayed due to Sellers' inability to provide marketable title, this Agreement shall continue in full force and effect until either party rescinds the Agreement after giving 10 days written notice to the other party and the brokers. Sellers shall not be entitled to rescind unless they have made a reasonable effort to produce marketable title.
14. **Remedies of the Parties:** If Sellers fail to fulfill this Agreement, Buyers shall have the right to have all payments returned, and/or to proceed by any action at law or in equity, and if Buyers prevail, then Sellers agree to pay costs and reasonable attorney fees. Listing broker may maintain an action at law against Sellers for the collection of listing broker's commission. If Buyers fail to fulfill this Agreement, Sellers may, but are not required to, forfeit the same as provided in Chapter 656 of the Code of Iowa, and all payments made herein shall be forfeited, or Sellers may proceed by any action at law or in equity and, if Sellers prevail, then Buyers agree to pay costs and reasonable attorney fees. Although broker is not a party to this Agreement, broker shall be deemed a third party beneficiary to this Agreement and may maintain an action at law against Buyers for the collection of broker's commission. Closing of this Agreement is contingent upon payment in full of listing broker's commission.
15. **Court or Lender Approval:**
- A. If the property is an asset of any estate, trust or conservatorship, this Agreement is contingent upon Court approval unless declared unnecessary by Buyers' attorney. If necessary, the appropriate fiduciary shall promptly obtain Court approval, and conveyance shall be made by Court Officer's Deed.
- B. If this Agreement is contingent on the approval of Sellers' lender(s) as a short sale, and Sellers have not delivered written approval to Buyers within sixty (60) days of Sellers' acceptance of this Agreement, Buyers may, at Buyers' option, terminate this Agreement by giving written notice of termination to Sellers, and all earnest money shall be refunded to Buyers.
16. **Funds:** It is agreed that at time of closing, funds of the purchase price received from Buyers and/or Buyers' lender may be used to apply to the purchase price and to pay taxes, other liens and closing costs including the broker's commission, same to be handled under supervision of listing broker and subject to approval of Buyers' attorney on title questions needed to produce marketable title. If needed, Sellers hereby appoint listing broker to receive such funds and direct such payments and disbursements.
17. **General Provisions:** In the performance of each part of this Agreement, time shall be of the essence. This Agreement shall be binding on and is for the benefit of the heirs, executors, administrators, assigns and successors in interest of the respective parties. This Agreement shall survive the closing. Paragraph headings are for the convenience of reference and shall not limit nor affect the meaning of this Agreement.
18. **Mediation:** If initiated, Buyers and Sellers agree that in the event of a dispute or claim arising out of or relating to this Agreement, the dispute or claim shall, before exercising any other legal remedies, be submitted to mediation in accordance with the Rules and Procedures of the Des Moines Area Association of REALTORS® Homesellers/Homebuyers Dispute Resolution System which rules have been delivered to the parties hereto.
- Buyers' _____ Sellers' _____ (Initialing or not initialing does not constitute a counteroffer.)
19. **Other Provisions:** See Agreement for Private Development that is included as a part of this Purchase Agreement.
20. **Acceptance:** When accepted, this Agreement shall become a binding contract. If this offer is not accepted on or before _____, it shall become null and void and all payments shall be repaid to Buyers without liability on the part of any broker to either party. If accepted by Sellers on a later date and such acceptance is ratified in written or other form by Buyers, then this Agreement shall be valid and binding.
- We, the Sellers, hereby accept this offer on _____.
- ☐ See Counteroffer.
21. **Notice:** Any notice required under this Agreement shall be deemed given when it is received in writing either by hand delivery, by facsimile, by electronic mail or by certified mail return receipt requested. Persons designated for receipt of any notice for the purpose of this Agreement shall be Sellers and Buyers at the addresses set forth below or their agents.
22. **Buyer Broker Compensation:** If this agreement is accepted, Buyers agree to pay Iowa Realty \$155 at closing.

Seller City of Indianola

Seller _____

Address _____

Telephone # _____ Fax # _____

Josh J Rabe

Listing Agent Name _____

Telephone # _____

Agent's License Number: _____

Broker's License Number: _____

I-30056 R 1-18

Serial#: 009393-200153-2629671

Prepared by: Kim Tierney-Keller | Iowa Realty - Indianola | ktkeller@iowarealty.com |

Buyer JK Management LLC

Kristy Kappelman

Buyer _____

601 West 1st Street Indianola, IA 50125

Address _____

Telephone # _____ Fax # _____

Kim Tierney-Keller

Selling Agent Name _____

(515) 453-5320

Telephone # _____

Agent's License Number: 5397458000

Broker's License Number: **F00710000**

Page 3 of 3

formsimplicity

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the 1st day of August, 2018, is entered into by and among the City of Indianola, Iowa (the "City"), JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE, (the "Developer"), and the County Assessor of Warren County (the "Assessor").

WITNESSETH

WHEREAS, the Developer owns certain real property the legal description of which is contained in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer will undertake the development of commercial facilities on the Property; and

WHEREAS, the Assessor's records show the valuation for the Property and any improvements as of January 1, 2019 to be \$_____ (the "Beginning Valuation"); and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Developer desire to establish certain minimum actual values for the Property and the improvements to be constructed thereon, which shall be effective on the dates set out below, and from then until this Agreement is terminated pursuant to the terms hereof and which is intended to reflect the minimum market value of the land and improvements on those dates;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by \$225,000 beginning on January 1, 2020.
2. To the extent that, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the Warren County Auditor to be less than the actual valuation shown above, the actual valuation figure listed for such year shall be adjusted in such manner to produce a taxable valuation figure equal to the minimum actual valuation figure listed for such year.
3. In accordance with Section 403.6 of the Code of Iowa, this Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Developer from seeking administrative or legal remedies to reduce the actual value assigned by the Assessor, except that the Developer shall not seek to have the actual value reduced below the minimum actual values set out in paragraph 1 of this Agreement.
4. This Agreement shall be promptly recorded with the Warren County Recorder.

5. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract or agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

7. The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, and the City's seal to be affixed, all as of the day and date written above.

CITY OF INDIANOLA, IOWA

By _____
Mayor

Attest:

City Clerk

(SEAL)

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the said County and State, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a municipal corporation executing the instrument to which this is attached; that the seal affixed hereto is the seal of said municipal corporation, that said instrument was signed and sealed on behalf of the City of Indianola, Iowa, by authority of its City Council; and that said Kelly B. Shaw and Diana Bowlin, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said City, by it and by them voluntarily executed.

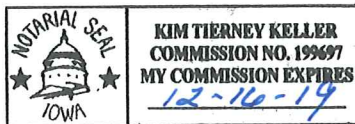
Notary Public

JK MANAGEMENT LLC D/B/A KAPPELMAN
APPLIANCE

[Signature] Kristy Kappelman

STATE OF IOWA)
)
COUNTY OF WARREN)

On this 1st day of August, 2018, before me the undersigned, a Notary
Public in and for the State of Iowa personally appeared Justin & Kristy Kappelman



[Signature]
Notary Public

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual values assigned to such land and improvements as of the date set out in the Agreement to which this Certification is attached shall be not less than the amounts shown on said date, until termination of this Agreement pursuant to the terms hereof.

County Assessor for Warren County, State
of Iowa

Subscribed and sworn to before me this _____ day of _____, 2018.

Notary Public

Meeting Date: 09/04/2018

Subject

Public hearing and first consideration of a request from Kacee West to include "athletic training facility" under M-2 (general industrial) zoning regulations as a permitted principal use (P&Z unanimously recommended approval on August 14, 2018)

Information

Council will need to hold the public hearing and first consideration of a request from Kacee West to include "athletic training facility" under M-2 (general industrial) zoning as a permitted principal use and structures. This use is not currently specified under M-2 zoning permitted principal uses and structures. This use is similar to other business occupancy allowed in M-2 zoning. Staff recommends the minimum off street parking to be one parking stall per 300 square feet of floor area in an M-2 zoning if this use is added to the permitted uses and structures. A map of the property owned by Kacee West is included in your packet. Staff's recommendation is to amend M-2 (general industrial) zoning regulations to include "athletic training facilities."

Roll call is in order.

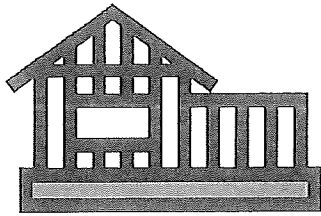
Fiscal Impact

Attachments

P&Z Memo

M-2 Amendment Info

Ordinance



To: Planning and Zoning Commission
From: Rich Parker, Interim Director of Community Development
Subject: August 14, 2018 Meeting

Item # 4 Consider Request from Kacee West to include "athletic training facility" under M-2 (General Industrial) zoning regulations as a permitted principal use and structure.

This use is not currently specified under M-2 zoning permitted principal uses and structures. This use is similar to other business occupancy allowed in M-2 zoning. I recommend the minimum off street parking to be 1 parking stall per 300sq ft of floor area in an M-2 zone if this use is added to permitted uses and structures. See map of the property owned by Kacee West. A change to the ordinance will allow an athletic training facility in any area zoned M-2. Staff's recommendation is to amend M-2 (General Industrial) zoning regulations to include "athletic training facility".

Item #5 Consider Request from Vance Overton for sidewalk waiver due to natural/physical conditions and limitation for the property located at 206/208 South H Street. See map of the property owned by Vance Overton.

Reasons for this waiver request are as follows:

- The cul-de-sac is within a very narrow public right of way.
- An IMU utility pole would need to be relocated in order for the sidewalk to continue through to the south boundary of the lot.
- Other lots on the cul-de-sac that do not have sidewalks:
 - Anderson Body Shop- 906 W 2nd Ave – double frontage on South H Street
 - 211 South H Street – See map

Staff's recommendation is to waive the sidewalk requirement.

July 12, 2018

City of Indianola
Planning and Zoning Commission
110 N 1st St.
Indianola, IA 50125

To Whom It May Concern:

Our names are Preston and Kacee West and we are writing you today to request a formal amendment to the M2 zoning regulations to allow for an "athletic training facility" to fall under the M2 zoning regulations.

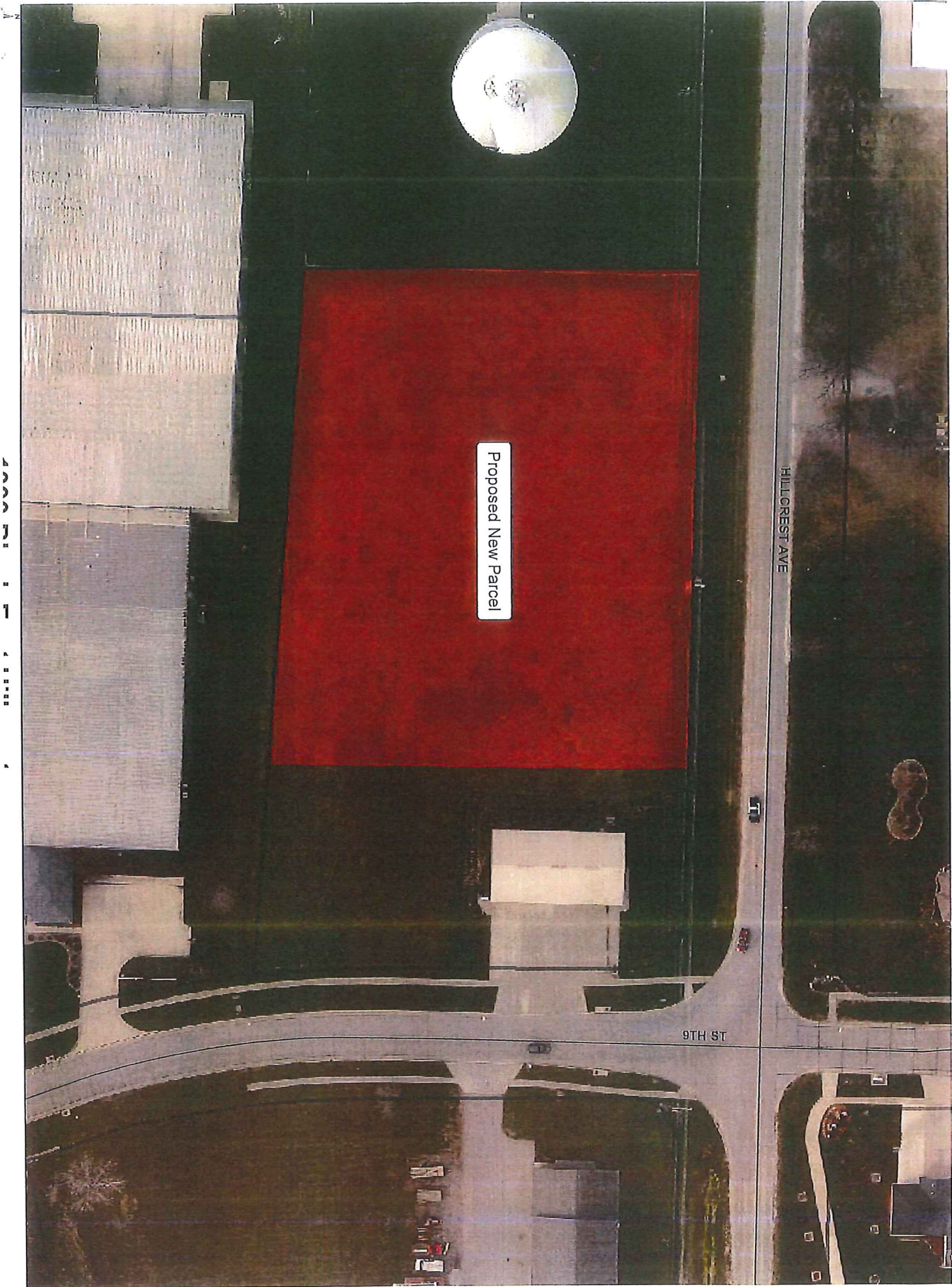
We are in the process of obtaining real estate to establish a sports performance center under the name Grit Performance 515. The real estate we intend to purchase is located west of Miller Electric, located at 1009 East Hillcrest Dr., and east of the current City of Indianola water tower.
Ave

Our business plan is to create a facility that services youth of all ages for their various athletic and sporting needs. It would be a comprehensive facility to address such things as skill building, physical therapy, sports performance and sports psychology. The facility would be approximately 7,000-8,000 sq. feet and would resemble a contract shop and/or business office, both of which are currently allowed under M2 zoning guidelines. There would undoubtedly be no "offensive noise, odor, vibration or electrical interferences" caused by our business, as required under M2 zoning regulations.

As such, we would formally request that the M2 zoning regulations be amended to add an "athletic training facility" to the list of allowable uses under the M2 zoning regulations. We believe that our intended business falls within the spirit and purpose of M2 zoning regulations and would request this amendment be made to secure our ability to procure the above-described real estate and begin developing the business we've described to you.

Sincerely,

Preston and Kacee West



Proposed New Parcel

HILLCREST AVE

9TH ST

M-2 GENERAL INDUSTRIAL M-2	
PERMITTED PRINCIPAL USES AND STRUCTURES	MINIMUM REQUIRED OFF-STREET PARKING
1. Manufacturing and processing uses that create no offensive noise, odor, vibration and cause no electrical interference (Ord. 1258 - Aug. 03 Supp.)	1 space per 3 employees during the maximum work shift with a minimum of 1 space per 500 square feet of floor area
2. Wholesaling and warehousing but not including the bulk storage of petroleum products or liquid fertilizer under pressure	4 spaces for the first 5,000 square feet of floor area, and 1 space for every additional 5,000 square feet of floor area
3. Truck and freight terminal	1 space for every 300 square feet of sales, service or office floor area
4. Animal hospital or kennel	
5. Grain storage bins	
6. Lumberyard building material sales and storage	
7. Grain elevator and feed mill	
8. Welding and repair shop	
9. Tool, die, gauge and machine shops	
10. Railroads and public utilities, including storage and maintenance yards, but excluding communications towers	1 space per employee plus 1 space per each vehicle used by the industry
11. Automobile paint and body shop	
12. Plumbing, heating, air conditioning and sheet metal shops	
13. Processing and handling of cheese, butter and other milk products	
14. Contractor shops and storage yards	
15. Concrete products manufacture and central mixing and proportioning plant	1 space per employee and 1 space per student or trainee
16. Structural iron and steel fabrication	
17. Schooling and training facilities for contractors, industrial trades and other uses permitted in M-2 or similar thereto	1 space per 300 square feet of floor area (Ord. 1353 - May 06 Supp.)
18. Business offices	1 space per employee plus 1 space per each vehicle used by the industry (Ord. 1491 - May 12 Supp.)
19. Automotive repair and service including recreational vehicles	
20. Self-storage uses (Ord. 1561 - Feb. 17 Supp.)	
All uses shall provide at least one (1) loading space for every 10,000 square feet of floor area.	
PERMITTED ACCESSORY USES AND STRUCTURES	
- Uses and structures clearly incidental and necessary to the permitted principal uses or structures of this district. - Temporary buildings used in conjunction with construction work, provided that such buildings are removed promptly upon completion of the construction work. - Dwelling units for watchmen or caretakers employed on the premises provided that an open yard of at least 2,400 square feet is reserved and maintained for use by the occupants.	
SPECIAL EXCEPTION USES AND STRUCTURES	
Subject to Section 165.35(2) and other requirements contained herein, the Board of Adjustment may permit the following:	
- Stockyard, rendering works, loading pens, buying stations and/or sales barns and yards, provided that it is not closer than one-fourth (¼) mile to any dwelling unit other than that of the owner or operator, or any park, school, church or place of public assembly, that the provisions for drainage, sanitation, waste disposal, and fly control are approved by the City Health Officer, that it is located so that prevailing winds will not cause dust or odors to create a nuisance for developed properties in the vicinity; and that one (1) parking space for each employee and 1 space for each vehicle used by the industry be provided. - Poultry processing plants provided that the provision for drainage, sanitation, waste disposal, and fly control are approved by the City Health Officer, that it is located so that prevailing winds will not cause dust or odors to create a nuisance for developed properties in the vicinity; and that one (1) parking space for each employee and 1 space for each vehicle used by the industry be provided. - Sanitary landfill or waste disposal area, provided it is not used for disposal of dead animals, that refuse shall be covered with dirt daily if it contains raw garbage, that a nuisance due to smoke, odor or blowing of trash and debris shall not be created, and that the site shall be restored to a condition compatible with the adjacent area upon conclusion of the dump operation. An access road having at least a graveled surface and five (5) parking spaces shall be provided. No landfill or waste disposal area shall be located closer than one-fourth (¼) mile to any dwelling, park, school or place of public assembly. - Auto wrecking and junkyards on sites of two (2) acres or more provided that front yard are maintained as an open space free of weeds and debris; and that no open burning of waste or discarded materials is conducted on the site.	

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, M-2 GENERAL INDUSTRIAL TO ADD ATHLETIC TRAINING FACILITY

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the Code of Ordinances, Chapter 165, Zoning Regulations, M-2 to add “Athletic Training Facility” as a permitted principal use.

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 adding the underlined language in Chapter 165, Zoning Regulations, M-2 General Industrial, Permitted Principal Uses and Structures, as follows:

21. Athletic Training Facility

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

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____

City Council Regular

8.A.3.

Meeting Date: 09/04/2018

Subject

Plainview and McCord Power and Controls Improvement Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/04/2018

Subject

Public hearing on the plans, specs, form of contract and estimate of cost

Information

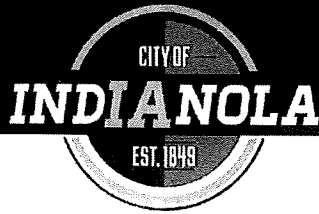
The first item is to hold the public hearing on the plans, specs, form of contract and estimate of cost. These controls were identified as being a concern of the operation of the Plainview and McCord Lift Station (see memo).

Mayor Shaw will open the public hearing for comments then close the public hearing.

Fiscal Impact

Attachments

Memo



WATER POLLUTION CONTROL

To: Honorable Mayor and City Council
CC: Ryan J. Waller, City Manager
From: Rick Graves
Date: July 31, 2018
Re: Plainview and McCord Lift Stations Controls

Mayor and City Council,

As part of the Lift Station Study the Plainview Lift Station and McCord Lift Station controls were identified as being a concern of the operation of the lift stations. The current controls are outdated where it is hard to find parts for the breakers, PLC, and switches. Along with the upgrade we will be adding Variable Frequency Drives, VFD's. With the installation of the VFD's the pumps won't work as hard and operate more efficiently reducing energy costs. They will also help eliminate the vibration that can cause pipe damage when the pumps shut off.

I am asking for approval to proceed with this project and as noted on the next page it shows the timeline of bidding and setting of the public hearing dates.

The improvements to the lift stations are part of FY19 CIP.

Sincerely,

Rick Graves WPC Supt.



MEMO

To: Rick Graves
From: Jason Kenyon
Subject: Plainview and McCord Power and Controls Improvements - Project Schedule
Project No. 170601
Date: July 31, 2018

Following is an updated potential Project Schedule for your review:

Task	Date	Responsible Party
Submit final documents	July 31, 2018	HR Green
City Council Place Contract Documents on File and Set Public Hearing Date and Time	August 6, 2018	City
Distribute bid documents	August 7, 2018	HR Green
Email Notice to Bidders to Construction Update Network (mbiplanroom-dsm@mbionline.com)	August 7, 2018	HR Green
City to Post Notice to Bidders on City's website	August 7, 2018	City
City to Publish Notice of Hearing and Letting	August 15, 2018	City
Bid opening	August 28, 2018	HR Green / City
Public Hearing	Sept 4, 2018	City
City Council Resolution to Award Construction Contract	Sept 4, 2018	City
City Council Resolution to Authorize Mayor and City Clerk to sign Construction Contract	Sept 4, 2018	City
Sign Construction Contract Documents, Notice-to-Proceed	Week of Sept 10, 2018	HR Green / City
Final Completion	April 5, 2019	Contractor

Please contact me if you have any questions.

Meeting Date: 09/04/2018

Subject

Resolution approving plans, specs, form of contract and estimate of cost

Information

The next item is to consider the resolution (packet) approving the plans, specs, form of contract and estimate of cost.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

The Meeting was called to order by Mayor Kelly B. Shaw, and on roll call the following Council Members were

Present:

Absent:

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2018 Plainview and McCord Lift Stations Controls Project, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: . NAYS: . Whereupon the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2018-_____
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the ____ day of _____, 2018, plans, specifications, form of contract estimate of cost were filed with the City Clerk for the City of Indianola, for certain public improvements described in general as the 2018 Plainview and McCord Lift Stations Controls Project, for the City of Indianola, Iowa, and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

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

Section 1. The plans, specifications, form of contract and estimate of cost are approved as the plans, specifications, form of contract and estimate of cost for the public improvements described in the preamble of this Resolution.

PASSED AND APPROVED this 4th day of September, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/04/2018

Subject

Resolution awarding construction contract

Information

The next item to consider is the resolution (packet) awarding the construction contract.

The following bids were received on August 28, 2018:

Company	Plainview Lift Station Bid	McCord Lift Station Bid	Total
Price Industrial Electric Robins, Iowa	\$194,400	\$217,400	\$411,800
Ardent Lighting Group Knoxville, Iowa	\$147,606	\$148,290	\$295,896
Biermann Electric Johnston, Iowa	\$174,000	\$189,000	\$363,000
Van Maanen Electric Newton, Iowa	\$154,382	\$167,645	\$322,027

The low bid is approximately 18% higher than the Engineers Opinion of Probable Construction Cost, additional work was added to the project via addendum after the Opinion of Cost was determined (see memo).

The City budgeted approximately \$280,000 for the project. This project is highly needed for the reliability and efficiency of the lift stations in these areas. Both control panels were put into service in the late 70's, early 80's and the replacement parts are either hard to find or outdated. Included in your packet is a memo from Rick Graves, WPC Superintendent, highlights of this memo include:

- This project was in the FY 18 budget but got moved back to FY 19 to concentrate on the Morlock Lift Station Upgrades and Fixed Film Bypass projects. The Tower projects OPC was \$125,000. The final cost for this project was just over \$50,000 or \$75,000 under the budgeted amount.
- The ENR Building Cost Index has increased by approximately 7% from the original bid date set in FY 18 to FY 19. Had the budget been increased by this index, the revised budget would have been approximately \$300,000 and above the bid.
- Having the stainless steel panels painted from the factory was an extra cost not originally figured into the \$280,000. Staff added this after taking a Control Panels Class at DMACC. The instructor recommended this to help dissipate the heat from the control panels. The control panels are mounted outside directly in the sunlight and the radiant heat from the sun can cause severe damage to the components inside the control panels.

HR Green feels some of the following work led to increased cost seen in the bids:

- Painting the stainless steel power and control cabinets to reduce solar heat gain
- Replacement of explosion-proof receptacles and lighting and associated conduit and wire at the McCord Lift Station that had been damaged by flooding
- Re-coating of ductile iron piping at the lift stations to prevent corrosion
- Replacement of the older flow meter at the Plainview Lift Station

Staff and HR Green recommends the bid from Ardent Lighting Group in an amount of \$295,896.00 (see packet).

Roll call is in order.

Fiscal Impact

Attachments

Resolution
HR Green Recommendation
Memo

The Mayor then announced that the following bids had been opened and tabulated the bids for the public improvements described in general as the 2018 Plainview and McCord Lift Stations Controls Project for the City of Indianola, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and Finance Director:

Company	Base Bid	Alternate Bid	Total
---------	----------	---------------	-------

The Finance Director then recommended that the bid of _____ in the amount of \$_____ be accepted.

Council Member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2018-_____
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

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

Section 1. The bid of _____ in the amount of \$ _____ for the 2018 Plainview and McCord Lift Stations Controls Project for the City of Indianola and the Indianola Municipal Utilities, Indianola, Iowa, described in the plans and specifications previously adopted by the City Council on the _____ day of _____, 2018, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The Mayor and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the City Council until approved by the City.

PASSED AND APPROVED this _____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



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

▷ HRGREEN.COM

August 29, 2018

Mr. Ryan Waller
City Manager
110 N. 1st Street
P.O. Box 299
Indianola, IA 50125

Re: BID OPENING – PLAINVIEW AND McCORD LIFT STATIONS POWER AND CONTROLS IMPROVEMENTS

Dear Ryan:

Bids were received on Tuesday, August 28th for the Plainview and McCord Lift Stations Power and Controls Improvements project. Four bids were received for the project. The bids received, as well as Engineer's Opinion of Probable Cost, are summarized below. A complete Bid Tabulation for the project is enclosed.

Ardent Lighting Group, LLC	\$ 295,896
Van Maanen Electric, Inc.	\$ 322,027
Biermann Electric	\$ 363,000
Price Industrial Electric, Inc.	\$ 411,800
Engineers Opinion of Probable Construction Cost	\$ 250,000

Ardent Lighting Group's bid has been reviewed for completeness and accuracy, and the bidder submitted a completed Bid Form, Bid Bond, and appropriate attachments. HR Green has contacted Ardent to discuss the bid and to verify that all items shown on the construction documents have been addressed.

As a result of our review, the following determinations have been made:

- *Ardent Lighting Group is comfortable with their bid and stated that this project fits well with their schedule moving forward into 2019.*
- *While the low bid received was approximately 18% higher than the Engineers Opinion of Probable Construction Cost, additional work was added to the project via addendum after the Opinion of Cost was determined. It should be noted that the City had budgeted approximately \$280,000 for the project. We believe some of the following work led to increased cost seen in the bids:*
 - *Painting the stainless steel power and control cabinets to reduce solar heat gain.*
 - *Replacement of explosion-proof receptacles and lighting and associated conduit and wire at the McCord Lift Station that had been damaged by flooding.*
 - *Recoating of ductile iron piping at the lift stations to prevent corrosion.*
 - *Replacement of the older flow meter at the Plainview Lift Station.*
- *While Ardent Lighting Group is best known for lighting and streetscape electrical work, they are also experienced in this type of lift station electrical work.*



We believe the bids received for the project accurately reflect a fair cost to do the work in Indianola. Additionally, we believe that rebidding the project to get more bidding competition would not likely result in lower bids for the City. Therefore, we recommend Award of the Contract for the base bid of \$ 295,896.00 to Ardent Lighting Group, LLC. Please review this recommendation and let us know how you wish to proceed. We will forward contract documents to Ardent for their execution and processing after we hear from you.

If you have questions, or need further information, please let me know.

Sincerely,
HR Green, Inc.

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

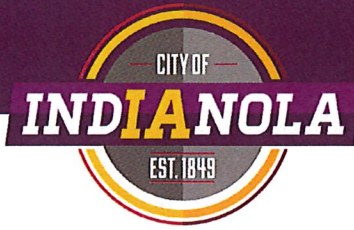
Joseph Frankl, P.E.
Project Engineer

Cc: Diana Bowlin, City Clerk
Rick Graves, Wastewater Superintendent
File

Enclosures

J:\2017\170601\Plainview&McCord Power-Controls\Design\Bid\ltr -082918-Indianola Plainview and McCord Bid Recommendation.docx

HR GREEN, INC. 5525 MERLE HAY RD., STE. 200 JOHNSTON, IOWA 50131 PH: 515-278-2913 FAX: 515-278-1846 Bid Date: August 28, 2018 - 2:00 PM HR Green Project No. 170601	 BID TABULATION Plainview and McCord Lift Stations Power and Control Improvements Indianola, Iowa				
	Ardent Lighting Group LLC Knoxville, IA	VanMaanen Electric, Inc Newton, IA	Biermann Electric Johnston, IA	Price Industrial Electric Inc Robins, IA	
1. Plainview Lift Station Improvements	\$147,606.00	\$154,382.00	\$174,000.00	\$194,400.00	
2. McCord Lift Station Improvements	\$148,290.00	\$167,645.00	\$189,000.00	\$217,400.00	
TOTAL BASE BID (SUM OF ITEMS 1 – 2)	\$295,896.00	\$322,027.00	\$363,000.00	\$411,800.00	



WATER POLLUTION CONTROL

To: Honorable Mayor and City Council

CC: Ryan J. Waller, City Manager

From: Rick Graves

Date: 8-30-18

Re: Plainview / McCord Bids

Mayor and City Council,

Bid opening for the Plainview / McCord Lift Station Control Panels Upgrade was Tuesday August 28th. We received 4 bids and the lowest bid (\$295,896) came in at \$15,896 more than the \$280,000 I had budgeted for FY19.

After the bid openings, Joe Frankl-HR Green and I discussed the higher cost than the Engineer's Opinion of Probable Cost (OPC) of \$250,000 and what I had budgeted. The bullet points in Joe's recommendation letter are what we believe drove the cost up. These items were modified or added after my budget cost was submitted.

Along with Joe's comments, I would like to add the following:

- a. This Project was in FY18 budget year but got moved back to FY19. to concentrate on the Morlock Lift Station Upgrades and the Tower (Fixed Film Reactor) project. The Tower projects OPC was \$125,000. The final cost for this project was just over \$50,000 or \$75,000 under the budgeted amount. I believe the cost savings for the Tower project was because the same contractor that was doing the Morlock Force Main project won the Tower project which reduced their mobilization costs.
- b. The ENR Building Cost Index has increased by approximately 7% from the original bid date set in FY18 to FY19. Had the budget been increased by this index, the revised budget would have been approximately \$300,000 and above the low bid.
- c. Having the stainless steel panels painted from the factory was an extra cost not originally figured into the \$280,000. I added this after taking a Controls Panels Class at DMACC June 20th of this year. The instructor recommended this to help dissipate the heat from the control panels. The control panels are mounted outside directly in the sunlight and the radiant heat from the sun can cause severe damage to the components inside the control panels.



WATER POLLUTION CONTROL

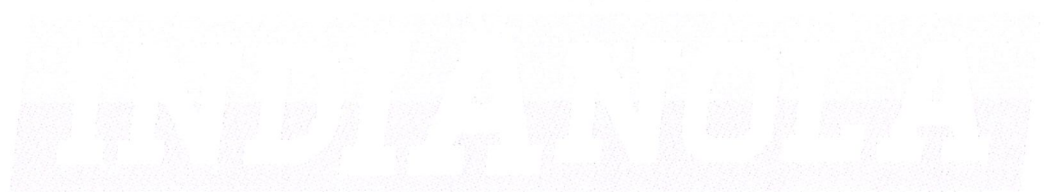
This project is highly needed for the reliability and efficiency of the lift stations in these areas. Both control panels were put into service late 70's, early 80's and the replacement parts are either hard to find or outdated.

I also recommend Award of the Contract for the base bid of \$295,896.00 to Ardent Lighting Group, LLC from Knoxville.

If you accept our recommendation, then all the lift stations will be updated except for the South Plant lift station. This one is budgeted for upgrade in FY21.

Sincerely,

Rick Graves
WPC Supt.
City of Indianola



Meeting Date: 09/04/2018

Subject

Resolution approving salaries

Information

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

Dave Churchill, Interim Building Official-Temporary Part-time, \$50.00/hour effective August 20, 2018 - limit to 29 hours per week

Nicole Pontier, Probationary POC FF/EMS, \$10.00/hour effective August 21, 2018

Jack Jensen, Probationary POC FF/EMS, \$10.00/hour effective August 21, 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:

Dave Churchill, Interim Building Official-Temporary Part-time, \$50.00/hour effective August 20, 2018 - limit to 29 hours per week

Nicole Pontier, Probationary POC FF/EMS, \$10.00/hour effective August 21, 2018

Jack Jensen, Probationary POC FF/EMS, \$10.00/hour effective August 21, 2018

Passed and approved on the 4th day of September 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/04/2018

Subject

Resolution approving the purchase of SCBA's, self-contained breathing apparatus in an amount of \$102,184 for the Fire Department

Information

In your packet is the resolution approving the \$102,184 (budget was \$121,000) proposal from Sandry Fire Supply for the SCBA's, self-contained breathing apparatus for the Fire Department. This purchase consists of 18 SCBA's, 33 air bottle and 10 face pieces.

Funding is in the CIP budget to purchase this equipment. A group purchase has reduced the price under what the purchase price through HGAC would cost. The manufacturer is Mine Safety Appliances (MSA).

Staff is recommending the quote from Sandry Fire Supply (packet).

Roll call is in order.

Fiscal Impact

Attachments

Memo

Resolution

Memo

TO: Mayor Kelly Shaw and City Council Members
CC: City Manager Ryan Waller
FROM: Fire Chief Gregory M. Chia
DATE: August 28, 2018
RE: Purchase of SCBA's, self-contained breathing apparatus

This is the second half of self-contained breathing apparatus equipment purchase to complete the current needs of the department. The first half of equipment was purchased this past February 2018.

The department applied for a grant to offset the cost but was unsuccessful in being awarded. The previous purchase was awarded to Sandry Fire Supply. This is also the present vendor to be awarded this purchase.

The department was notified on April 13, 2018; EMW-2017-FO-04538 the City's grant application was not awarded.

This purchase consists of 18 SCBA's, 33 air bottles and 10 face pieces.

Funding is in the CIP budget to purchase this equipment. A group purchase has reduced the price under what the purchase price through HGAC would cost. The manufacturer is Mine Safety Appliances (MSA).



Quote

EST-001041

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Bill To

Indianola, IA FD
110 N 1st St
Indianola, IA 50125

Estimate Date : 08/23/18

Expiry Date : 09/29/18

Reference# : Indianola.G1.Order#2.
082318

Sales person : Jeff Feller

#	Item & Description	Qty	Rate	Amount
1	New Product G1FS422MA2COLAR(IND) G1 4500 psig, thread remote, chest strap adj. swivel, rechargeable batt.	18.00	4,056.00	73,008.00
2	msa10156424-SP Cyl. Assy, G1,RC,4500 psig,45min,LP,Pkgd	33.00 Each	812.00	26,796.00
3	msa10161810 Fcpc, G1, FS, MD, MD NC, 4PT C-HARN,C-N	10.00 Each	238.00	2,380.00
			Sub Total	102,184.00
			Total	\$102,184.00

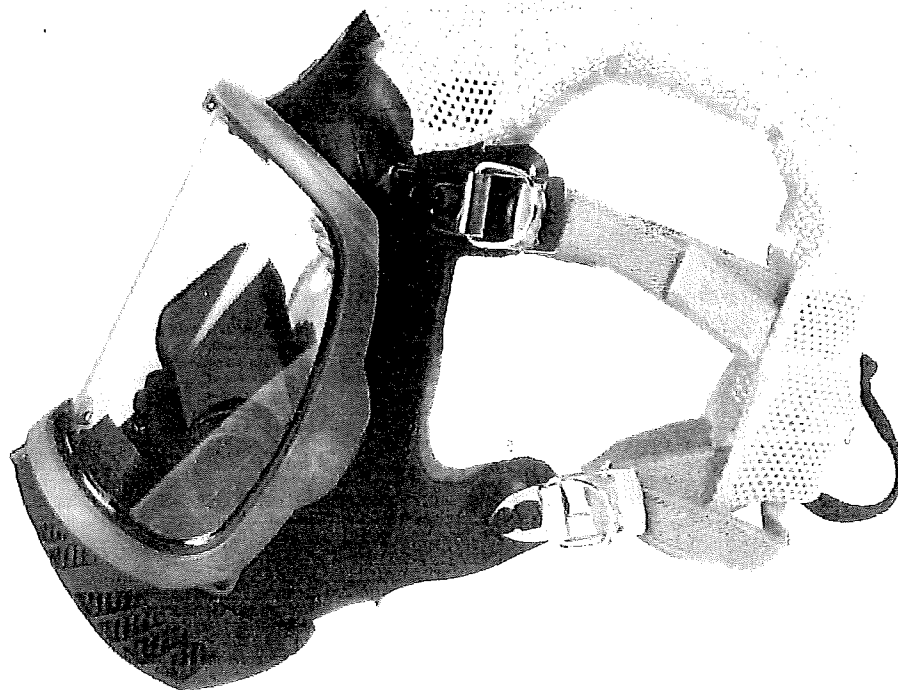
Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.





RESOLUTION NO. 2018-_____
RESOLUTION AUTHORIZING THE PURCHASE OF
SCBA'S SELF-CONTAINED BREATHING APPARATUS
FOR THE FIRE DEPARTMENT

WHEREAS, the FY 18/19 budget includes funding for the purchase of SCBA's self-contained breathing apparatus for the Fire Department; and

WHEREAS, the Indianola Fire Department reviewed the bids and recommends the bid from Sandry Fire Supply, of DeWitt, Iowa in an amount of \$102,184.00; and

WHEREAS, the Indianola Fire Department is recommending awarding the bid to Sandry Fire Supply, of DeWitt, Iowa in an amount of \$102,184.00; and

NOW, THEREFORE BE IT RESOLVED, by the Indianola City Council hereby approves the agreement with Sandry Fire Supply and the Mayor is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents.

Dated this 4th day of September, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/04/2018

Subject

Resolution approving the purchase of a breathing fill station for the Fire Department in an amount of \$37,467.00 with Sandry Fire Supply

Information

In your packet is the resolution approving the \$37,467.00 proposal from Sandry Fire Supply for the breathing fill station for the Fire Department.

The current unit in-service was purchased in June of 1995, at which time it was rebuilt. The equipment is long-standing and requiring maintenance frequently. This purchase is part of the city plan to provide adequate equipment to the department. Funding for this purchase is in the Fire Department CIP budget. This purchase came in under the budgeted amount (budget was \$40,000).

Staff is recommending the quote from Sandry Fire Supply (packet).

Roll call is in order.

Fiscal Impact

Attachments

Memo

Resolution

Memo

TO: Mayor Kelly Shaw and Council Members
CC: City Manager Ryan Waller
FROM: Fire Chief Gregory M Chia
DATE: August 28, 2018

RE: Purchase of Air Fill Station

The attached documents are bids from vendors solicited to provide a price quote to purchase a new air fill station for self-contained breathing apparatus (scba) and oxygen bottles. The current unit in-service was purchased in June of 1995, at which time it was rebuilt and purchased from Iowa City Fire. The equipment is long-standing and requiring maintenance frequently.

This purchase is part of the city plan to provide adequate equipment to the department.

Funding for this purchase is in the Fire Department CIP Budget. This purchase came in under the budgeted amount.

Vendor	Sandry Fire Supply	Alex Air Apparatus	Midwest Breathing Air L.L.C.
Manufacturer	MAKO	BAUER	EAGLE
Cost	\$37,467.00	\$43,713.00	\$41,904.71*

*Midwest Breathing Air, is allowing for a \$4095.00 trade in price. (Actual Price is \$45,999.71)



Quote
EST-000920

Sandry Fire Supply LLC

618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Bill To

Indianola, IA FD
110 N 1st St
Indianola, IA 50125

Estimate Date : 08/02/18

Expiry Date : 10/05/18

Reference# : Indianola.BAM07H.
080218

Sales person : Jeff Feller

#	Item & Description	Qty	Rate	Amount
1	makoCMM Air Monitoring System - Monitors CO and Moisture	1.00	3,730.00	3,730.00
2	makoLFG MAKO - Liquid Filled Gauges on the Compressor	1.00	145.00	145.00
3	mako009006-7800 Mako Pure Air Cylinder	1.00	93.00	93.00
4	mako003M4884-1 Mako 20PPM CO cylinder	1.00	71.00	71.00
5	makoSCFS2-4HP MAKO 2 cylinder fill Station	1.00	7,406.00	7,406.00
6	sfsCompressorInstall Compressor Installation and Freight	1.00 Each	1,300.00	1,300.00
7	makoBAM07(H) MAKO BAM07(H) 3 phase, 220 volts, 6000 psi - 20.7 CFM's w/ CO monitor	1.00	24,722.00	24,722.00
			Sub Total	37,467.00
			Total	\$37,467.00

Notes

Looking forward to earning your business.

Terms & Conditions

Jeff Feller

Product Specialist
515-795-6310
jeff.feller@sandryfire.com





11897 Co. RD 87 SE
 Alexandria, MN 56308
 Phone: 800-264-2320
 Fax: 320-763-9077
 Email: info@alexairapparatus.com
 Web Site: www.alexairapparatus.com

QUOTE

Date	Customer PO
8/7/2018	

BILL TO
Indianola Fire Department Indianola, Iowa

SHIP TO

			S.O. #	Promise Date	Terms	Sales Rep	
					N30	Andrea	
P.O.#	QTY	STOCK ORDER	PART NUMBER	DESCRIPTION		PRICE (Each)	PRICE (Extended)
	1	ORDER	mVT13-E1	Bauer Mini-Verticus 6000psi Enclosed Design, 10hp, 13cfm, 4-Stage Compressor		\$26,610.00	\$26,610.00
	1	ORDER	GT/CO/III	Electronic Carbon Monoxide Monitor-Complete w/ calibration kit wired for alarm and shut-down		\$3,225.00	\$3,225.00
	1	ORDER	CFS5.5-3S	Bauer Three Position Fill Station w/ Fill controls & Gauges		\$10,022.00	\$10,022.00
				With			
		ORDER	DF TM	Dual Function top mount four Bank Cascade Panel			
	1	ORDER	Dual-Fill-3 Position	Bauer- Dual Fill high & low pressure quick connect		\$1,056.00	\$1,056.00
	1		Installation	Installation (Includes Hoses, labor & Fittings)		\$1,800.00	\$1,800.00

*CUSTOMERS THAT HAVE NOT PROVIDED TAX EXEMPT FORMS WILL BE CHARGED APPLICABLE SALES TAX

*FREIGHT PREPAID & ADDED

*F.O.B SHIPPING POINT

*THIS IS NOT AN INVOICE

SHIPPING: \$1,000.00
 SUB: \$42,713.00
 TAX:
TOTAL: \$43,713.00

 Authorized Signature of Approval

Midwest Breathing Air L.L.C.

25854 Garland St

Morning Sun, IA 52640

800-517-6455

Fax: (319)868-3023

Web Site: www.midwestbreathingair.com

E-mail: sales@midwestbreathingair.com

Quotation

Date	Proposal #
8/2/2018	13259

BILL TO:

Indianola Fire Department

PO Box 299

110 N 1st St

Indianola, IA 50125

SHIP TO:

Indianola Fire Department

110 N 1st St

Indianola, IA 50125

			Terms	P.O. No.
			Net 30	
Item	Description	Qty	Unit Price	Total
T215M F3	Model T215G3 TalonBAC Eagle Compressor -Three Phase 240v -15 horsepower motor -21 cfm charging rate -6000 psi -Four Stage -Standard 50LC085 Purification System -Standard Motor Control System with air switch, auto start/stop, Hi Air temp shutdown switch, Low Oil shutdown switch, Mag starter and Overload relay -Standard Instrumentation Panel to include: - Illuminated control panel - Stage & final pressure gauges - Hourmeter - Final stage temperature gauge - Illuminated On/Off switch - Normal pressure shutdown light - Purge cycle indicator light & test switch - High Air Temp shutdown light - Low oil shutdown light - "Door Ajar" shutdown light - General Fault shutdown light - Emergency stop button - 5.5 air pressure switch-auto start/stop 71"H x 34.5"W x 36"D 1595 lbs	1	37,986.00	37,986.00
COMS	Electronic CO monitor w/ Calibration Kit	1	3,925.00	3,925.00
Thanks for the opportunity to be of service to your Department			Subtotal	
			Sales Tax (7.0%)	
			Total	

Customer Acceptance _____ Date _____ PO# _____

Midwest Breathing Air L.L.C.

25854 Garland St

Morning Sun, IA 52640

800-517-6455

Fax: (319)868-3023

Web Site: www.midwestbreathingair.com

E-mail: sales@midwestbreathingair.com

Quotation

Date	Proposal #
8/2/2018	13259

BILL TO:

Indianola Fire Department
PO Box 299
110 N 1st St
Indianola, IA 50125

SHIP TO:

Indianola Fire Department
110 N 1st St
Indianola, IA 50125

			Terms	P.O. No.
			Net 30	
Item	Description	Qty	Unit Price	Total
SSX2C3	Safestation Containment Fill Station **UL Certified to contain 5500 psi SCBA's** - Two cylinders SCUBA/SCBA fill unit - Vertical integral fill control panel - Pneumatic safety interlock - Safety relief valve - AirLock loading door control - Two Fill whips with adapter & valve - On panel whip bleed valve - Inlet air pressure gauge - 0-6000 psi adjustable regulator - Regulator outlet gauge - Storage fill/bypass valve - SCBA cylinder fill valve & gauge - Auxiliary outlet, valve & fitting - 3-Bank/2-valve cascade controls 66"H x 25.75"W x 29.5"D 935 lbs	1	9,346.00	9,346.00
MBAS6fhose per foot	HP 3/16" Paraflex hose 6 foot w/ 2 female ends, 6000 working/24000 burst	1	79.66	79.66
Air Test Annual	Start Up Air Test	1	0.00	0.00
Freight	Freight	1	1,050.00	1,050.00
Installation	Installation and Instruction on operation	1	0.00	0.00
discount	Discount off list price	1	-6,386.95	-6,386.95
Thanks for the opportunity to be of service to your Department			Subtotal	
			Sales Tax (7.0%)	
			Total	

Customer Acceptance _____ Date _____ PO# _____

E-mail sales@midwestbreathingair.com

Date	Proposal #
8/2/2018	13259

Indianola, IA 50125

Indianola, IA 50125

RESOLUTION NO. 2018-_____
RESOLUTION AUTHORIZING THE PURCHASE OF
AN AIR FILL STATION FOR THE FIRE DEPARTMENT

WHEREAS, the FY 18/19 budget includes funding for the purchase of an air fill station for the Fire Department; and

WHEREAS, the Indianola Fire Department reviewed the bids and recommends the bid from Sandry Fire Supply, of DeWitt, Iowa in an amount of \$37,467.00; and

WHEREAS, the Indianola Fire Department is recommending awarding the bid to Sandry Fire Supply, of DeWitt, Iowa in an amount of \$37,467.00; and

NOW, THEREFORE BE IT RESOLVED, by the Indianola City Council hereby approves the purchase of the air fill station with Sandry Fire Supply and the Mayor is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents.

Dated this 4th day of September, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

City Council Regular

9.A.

Meeting Date: 09/04/2018

Subject

City Manager's Report - Ryan Waller

* Receipt and file correspondence from August 17 and 22, 2018

Information

In your packet are the August 3 and 10, 2018 weekly updates from Ryan Waller, City Manager.

Simple motion receiving and filing correspondence from the weekly update reports is in order.

Fiscal Impact

Attachments

August 17 Weekly Update

WW Neighbor Email 081718

Spousal Carve Out Memo 081718

WW SUP App 081718

Record Herald 081718

Kiya Koda Report 081718

Email 1 Richardson 081718

Email 2 Richardson 081718

August 22 Weekly Update

UR Plan 2008

Email 1 Richardson 082218

Email 2 Richardson 082218

Fred Dowie 082218

Resolution 2009 082218

Draft 090418 Agenda

Draft 091718 Agenda

Diana Bowlin

From: Ryan Waller
Sent: Friday, August 17, 2018 1:10 PM
To: All Department Heads
Cc: 'Amy Beattie'
Subject: FW: Waller's Weekly 8.17.18
Attachments: 8.17.18 WW_NEIGHBOR EMAIL RE SUP APPLICATION.pdf; 8.17.18 WW_McCoy Spousal C-O Update.pdf; 8.17.18 WW_SUP APPLICATION.pdf; 8.17.18 WW_Record-Herald.pdf; Kiya Koda Report July 2018.pdf; 20180816113310649.pdf; Draft September 4, 2018 Agenda.pdf; 8.17.18 WW_Richardson Email 1.pdf; 8.17.18 WW_Richardson Email 2.pdf

Hi, all.

I hope everyone is having a great Friday. Below/attached, please find this week's update email. Please feel free to share with your respective departments. If there are any questions, please let me know. Have a great weekend!

Ryan

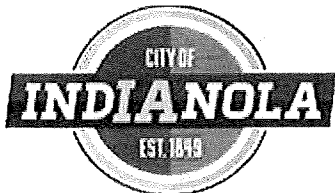
From: Ryan Waller
Sent: Friday, August 17, 2018 1:08 PM
To: John Parker <jparker@indianolaiowa.gov>; Bob Kling <bkling@indianolaiowa.gov>; Shirley Clark <sclark@indianolaiowa.gov>; Kelly Shaw <kshaw@indianolaiowa.gov>; Greg Marchant <GMarchant@indianolaiowa.gov>; Joe Gezel <jgezel@indianolaiowa.gov>; Greta Southall <gsouthall@indianolaiowa.gov>
Cc: Doug Fulton <Doug.Fulton@brickgentrylaw.com>; Ryan Waller <rwaller@indianolaiowa.gov>
Subject: Waller's Weekly 8.17.18

Good afternoon, all.

I hope everyone is well and has been able to enjoy some of the Fair. Below/attached, please find this week's edition of the update email. As always, if there are any questions, please feel free to call me.

Have a great weekend!

Ryan



Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: 515.962.5274
110 N. 1st Street — Indianola, Iowa 50125

Jail/Courthouse Meeting - On 8/14/18 I attended a meeting representatives from the County and the Chamber concerning the jail/courthouse project. The meeting was more of an introductory meeting during which some initial timelines and other important factors (i.e. communication with businesses and permitting requirements) were shared. During this

meeting, it was shared that a community committee was being formed and that Randy Cairns would be chairing this committee. This committee will include representatives from the Chamber, Hometown Pride, and Keep Indianola Beautiful. The focus of the committee would be to provide feedback concerning the look of the building. It was a very positive and cooperative meeting. We will be having a follow-up meeting in September.

Square Assessment – As previously shared, we are partnering with the Chamber, WCEDC and the State on an in-depth assessment of our Square. The Assessment is scheduled to take place September 25th – 27th. For this assessment, we are looking to engage a large portion of the community and are working on strategies to this end. You may recall that specific invitations have been sent to Keep Indianola Beautiful and our community's Hometown Pride Committee. As promised in the August 3rd weekly email, we have been working to schedule interview times for you. The following slots are available: Tuesday, September 25th from 1:30 p.m. to 2:30 p.m. or 2:30 p.m. to 3:30 p.m. It is requested that you please respond to me letting me know which timeslot works best for you. We will need to limit each slot to avoid quorum issues. Again, please let me know and we will work to finalize a schedule – thank you! In addition to providing a response to your preferred schedule slot, the assessors are asking that you please complete the survey found at - https://www.surveymonkey.com/r/Indianola_IA.

Spousal Carve Out/Surcharge – As you will recall, we received direction from the Council and IMU Board to research the topic of spousal carve outs/surcharges. The deadline of January was provided to have concluded the research. Attached, please find an email from our HR Manager providing an update of this process. As previously noted, this topic has caused concerns on the part of employees.

WWTP Application – As noted during our special council meeting on July 19th, we would be working to submit the Special Use Application to the County. Attached, please find a copy of the application that was submitted, as well as a courtesy email that we sent to the neighbors of the City Farm providing them notice of the same.

Restaurant Meeting – I previously reported that through networking with representatives from the Iowa Restaurant Association, I was introduced to a Metro area sit-down restaurant that has interest in expanding its operations. As mentioned in a previous update email, the owners visited the community for a tour and to attend the Classic on July 31st. I am pleased to share that this experience has led to another meeting with the owners that took place on Thursday, August 16th. During this meeting we discussed the possibility of having this restaurant do a “pop-up restaurant event” in Indianola. We will be working together on brainstorming some ideas.

Transition Tree – Since receiving Rich’s resignation, staff has been working on a transition plan. Very little will change for residents and contractors looking to engage in business with the City as they will continue to contact Community Development for assistance. We have secured the temporary services of David Churchill to assist in the area of plan reviews and inspections. David will be spend time in the office in order to accommodate any walk-in visits from customers. The State will be performing the electrical inspections as this requires specific certifications. Snyder and Associates will continue to perform the more substantial reviews involving site plan, subdivisions and stormwater reviews. Kristin, Jason and Kevin Marmon (of Streets) will be taking care of code enforcement issues. Kuddos to Kristin, Jason, Andy and Melissa for taking the lead on this task and developing this plan.

Councilperson Inquiry – I received an inquiry about the South K Street and if this project would be assessed. The topic of South K Street is a discussion item for the August 20th Council Study Session. At any rate, the response is that we don’t have an answer for the funding question. The main purpose of the meeting on the 20th is to get feedback from Council. Specifically, we need direction from the Council on if paving of South K Street is a priority. If yes, then we need that direction, which will then allow us (staff and Snyder) to come up with some proposed funding options. If/when these options identified, we would then present these funding options to the Council at a future meeting for discussion, feedback and other direction, if needed.

Record–Herald – Last week we provided the Record-Herald with a copy of a blurb providing the positive news about our credit upgrade. Attached, please find a copy of that blurb. We did share a similar note with the Business Record as well.

Developer Meeting – On Thursday, August 16th a meeting was held with a residential developer. This developer is exploring the possibility of securing several acres that would become two residential developments. We provided information concerning current regulations. The developer will review this information and follow-up with the City in a few weeks.

Correspondence – Attached, please find additional email correspondence with Mr. Steve Richardson concerning questions he had about the recently approved Urban Revitalization Plan.

Rich Parker – Attached, please find an invite for a going away get together for Rich Parker. We hope you can stop by to wish him luck in his new position with V&K. Thank you to Kristin, LuAnn and the IMU team up front at City Hall for coordinating this event.

Kiya Koda – Attached is the report for July from Kiya Koda.

Upcoming City Council Agenda – Attached, please find the draft agenda for the upcoming meeting. As a reminder, this is a fluid documents that can change on a regular basis (i.e. some items may get added/rescheduled due to Council direction as well as other factors that may or may not be within the control of the City departments). If there are items that you would like more information on, please let me know.

Community Development Updates – These will be provided via a separate email.

Ryan Waller

From: Ryan Waller
Sent: Friday, August 17, 2018 4:02 PM
To: John Parker; Bob Kling; Shirley Clark; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall
Cc: Doug Fulton; Ryan Waller
Subject: Waller's Weekly Supplemental 8.17.18
Attachments: Stop Signs - K.docx; 8.17.18 WW_Fred Dowie.pdf

Good afternoon, all.

My apologies for another email, but there are two additional items that we wanted to provide you.

1. Stop Sign – Attached, please find a memorandum prepared by Chief Button in advance of Monday's City Council meeting.
2. Fred Dowie – Attached, please find an email thread between Mr. Dowie and myself concerning the transition plan for inspections.

As always, please let me know if there are any questions.

Have a great weekend.

Ryan

Ryan Waller

From: Melissa McCoy
Sent: Wednesday, August 15, 2018 1:11 PM
To: Ryan Waller
Subject: Spousal Carveout Update

Ryan, I wanted to provide you with an update on the spousal carveout. Michelle, with Holmes Murphy, and I have been reviewing claim history for the previous benefits plan year, 7/1/17 – 6/30/18, to see how spousal claims affect our plan. In looking at the 7/1/17 – 6/30/18 plan year, spousal claims consist of 30% of the claim cost, with dependents (children) consisting of only 10% of the claim cost. This means 60% of our claim expenses are coming from our employees. Based on this information, Michelle explained that our spouses are good risk to our plan and should we remove them, we could lose that good risk and hurt the plan.

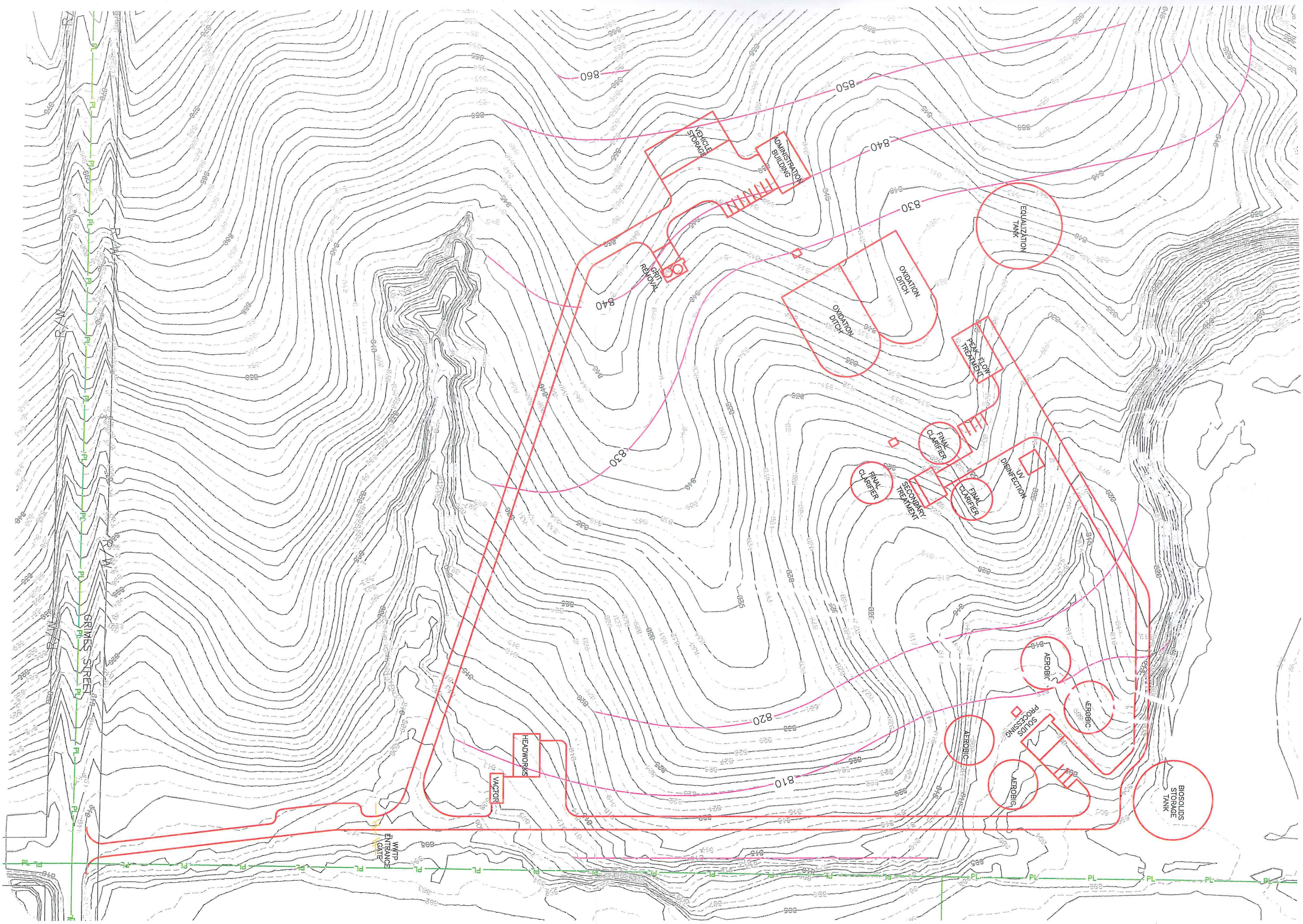
Michelle and I will be holding a benefits forum next Tuesday, 8/21, to share this information with employees. At that time, we'll also discuss next steps. Next steps include conducting an anonymous survey with the employees to find out how many spouses have access to other coverage. Once we receive that information, we can look deeper into how removing spouses could impact our plan.

Please let me know if you have any questions.

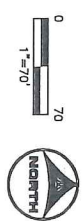
Melissa McCoy
Director of Human Resources
City of Indianola
110 N 1st Street
Indianola, IA 50125

Office: (515) 962-5272
Fax: (515) 962-5273
mmccoy@indianolaiowa.gov
PLEASE NOTE NEW EMAIL ADDRESS





INDIANOLA WTP SITE PLAN





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

▷ HRGREEN.COM

August 10, 2018

Warren County Zoning
Attn: Board of Adjustment
301 N. Buxton, Suite 210
Indianola, IA 50125

Re: Application for Special Use Permit per Title V, Chapter 41

Dear Members of the Board,

On behalf of the City of Indianola, we are writing to submit the enclosed Special Use Permit application for the Board's consideration. The requested permit would allow the construction of a new municipal wastewater treatment facility on City-owned parcels currently zoned A-1. The proposed project site – hereafter called the "Farm Site" – is located northwest of Indianola in Section 3, T76N, R24W. The City purchased the 360-acre Farm Site back in 2001 for the distinct purpose of relocating their Wastewater Treatment Plant (WWTP) there and providing adequate separation from surrounding land owners.

In addition to the enclosed application materials, we offer the following comments, which the Board may find germane to the review of the application.

Site Selection Process

In June 2014, the City of Indianola completed a Siting Study to select a site for the new wastewater treatment facility (WWTF). That study evaluated six different alternative combinations of site location, treatment technology and capacity. Two of those alternatives involved situating all treatment on the City's current WWTF site; two alternatives would have utilized both the current WWTF site and the Farm Site covered by the enclosed application; and two alternatives involved decommissioning of the City's current WWTF, with all treatment processes relocated to the Farm Site. These alternatives were evaluated on the basis of economic and non-economic factors. Non-economic factors included ease of operation, public acceptance, constructability, likelihood of approval by the Iowa Department of Natural Resources (DNR), as well as other factors.

Ultimately, relocation of all treatment processes to the Farm Site scored the highest in this evaluation process. The site plan attached to the enclosed application represents the outcome of that evaluation process. The 36-page Siting Study final report is available upon request.

Iowa DNR Facility Planning Process

Since completion of the Siting Study, the City of Indianola has completed the Iowa DNR Facility Planning process, as well. This is a lengthy and detailed process to demonstrate that the proposed project meets all Iowa DNR requirements, and poses no significant adverse impacts to environmental or cultural resources. Among those requirements is the criterion that the facility be located at least 1,000 feet away from all inhabitable buildings. The proposed project meets this criterion. Facility Planning also included an Anti-degradation Alternatives Analysis, to verify that the discharge from the WWTF would cause no degradation of the receiving stream (Middle River). The 207-page Facility Plan document and 54-page Anti-degradation Study Report are also available upon request.

The Iowa DNR is in the process of final review of the Facility Plan and the Anti-degradation study.



Addressee Name
Date

Warren County Master Plan Considerations

The *Warren County Master Plan for Future Land Use, Growth and Development* identified an Urban Service Area (USA) around the City of Indianola corporate limits. The designated USA included areas primarily to the north and west of Indianola for future growth and expansion. The Farm Site provides approximately one mile of additional buffer space outside the USA, and is located down-gradient from the USA. For these reasons, the Farm Site is ideally located to allow the City to provide sanitary sewer service to areas of new development as they emerge within the designated USA. Additionally, although it has been cultivated before, the proposed WWTP site is located on upland ridges with moderate-to-steep slopes. The site therefore has a relatively low Corn Suitability Rating (CSR) compared to more prime agricultural tracts in bottomland areas.

Communication with the Farm Site Neighbors

The City of Indianola has had multiple communication meetings with the neighbors around the Farm Site and is committed to understanding their issues and being a good neighbor. The current site design for the Indianola WWTP incorporates many features that shelter the facility from having a negative impact to the area. Some of these design elements are:

- Using approximately only 20 acres for the WWTP to keep as much of the existing Farm Site as farmland.
- Locating the WWTP site cut into the hill so it is not visible from almost all directions due to the grade and existing tree cover.
- Minimizing odors from the site by selecting less odorous treatment processes, protecting the site by trees and separating the treatment process by more than the required separation distances.
- Using low lighting design techniques to avoid nuisance.
- To protecting sensitive natural resources including floodplains, forested areas, steep slopes, and wetlands.

Please review this request for Special Use Permit on behalf of the City of Indianola. Please don't hesitate to contact me (515) 657-5261, or Indianola City Manager Ryan Waller (515) 961-9410 for more information or questions about the enclosed application.

Sincerely,
HR GREEN, INC.

A handwritten signature in dark ink, appearing to read 'James R. Rasmussen'.

James R. Rasmussen, P.E.
President – Water

Enclosures

Cc: Ryan Waller, City Manager
Doug Schull, Warren County Commissioner

COUNTY OF WARREN

APPLICATION FOR A SPECIAL USE PERMIT FROM THE TERMS OF THE WARREN COUNTY ZONING ORDINANCE

Application Fee \$250.00

Receipt Number _____

To the Warren County Board of Adjustment, c/o Warren County Planning and Zoning Director,
301 North Buxton, Suite 210, Indianola, Iowa 50125: Application is hereby made by:

NAME: The City of Indianola

ADDRESS: 110 N. 1st Street

Indianola, IA 50125

Owner(s) of the property in question if different from applicant(s):

NAME: (Applicant is owner.)

ADDRESS: N.A.

Pursuant to Title V, Chapter 41.02 (2) of the Warren County Code of Ordinances, and Chapter 335 of the Code of Iowa, the undersigned owner, contract buyer, or agent, hereby petitions for a Special Use Permit.

If approved, the proposed special use will allow for [the applicant (s) is to explain in some detail what use the special use permit is for]:

Construction of a municipal wastewater treatment facility. See attached site plan.

In order to process the application, the complete LEGAL DESCRIPTION of the real estate in question is needed. Fill out all of the following:

Section 3, Township 76 N, Range 24 W,

Quarter (1/4) Quarter (1/4) Section E ½ of SE ¼

Other: County parcel numbers 05000039880 and 05000039820

Name of Subdivision N.A.

Block/Addition N.A. Lot(s) N.A.

Other legal description. A copy of your deed/contract may be attached in lieu of filling out this section.

See attached deeds for both parcels.

Street address if different than applicant's address: N.A.

CERTIFICATION AND SIGNATURE OF APPLICANT(S):

Kelly B. Shaw
Name of applicant(s) (Print)

Kelly B. Shaw
Signature

515-961-9410
Telephone Number

8-10-18
Date

Special Use Permit from Title V, Chapter 41.02 (2), H of the Warren County
Zoning Ordinance, which provides for:

Public water supply and sewage treatment facilities.

**VERIFICATION OF APPLICATION
SPECIAL USE PERMIT REQUEST**

I/We state that I/We have read the foregoing or attached application for a special use permit and personally know that the contents and statements made therein are true, as I/We verily believe.

Owner/Titleholder Date

Owner/Titleholder Date

Owner/Titleholder Date

Owner/Titleholder Date

Entered in transfer book this 2 day of April, 2002
IOWA REALTY CO.
3501 WESTOWN PARKWAY
WEST DES MOINES, IA 50266
By Traci Casady, Auditor
Phonak Green, Deputy
WARREN COUNTY, IOWA
FILED FOR RECORD
02 APR -1 AM 10:45
2002 PAGE 3708
JOURNAL OF THE RECORDER
PREPARED BY: Mark U. Abendroth, Abendroth & Russell, P.C., 3501 Westown Pkwy., West Des Moines, IA 50266 453-4636 (NR)
DEPUTY
SPACE ABOVE THIS LINE FOR RECORDER
Address Tax Statements to: City of Indianola, 110 N. First Street, Indianola, Iowa 50125
Iowa Title 21 pl

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: In consideration of the sum of ONE Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, Simon Casady and Patricia Casady, husband and wife, hereby convey unto City of Indianola, the following described real estate, situated in Warren County, Iowa:

See Exhibit "A" attached

For Revenue See 2002 - 3709

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

Grantors do hereby covenant with grantees, and their successors in interest, that said grantors hold fee title to the real estate; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be above stated; and they covenant to warrant and defend said real estate against the lawful claims of all persons, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to such real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated 18 March, 2002.

[Signature]
Simon Casady
[Signature]
Patricia Casady

STATE OF Iowa, Warren COUNTY, SS:

On this 18th day of March, A.D. 2002, before me, a Notary Public in and for said State, personally appeared Simon Casady and Patricia Casady, husband and wife, known to be the persons named in and who executed the foregoing instrument, and acknowledge that they executed the same as their voluntary act and deed.

[Signature]
Notary Public in and for Said State



Exhibit "A"

The N 1/2 NW 1/4 and the SW 1/4 of the NW 1/4 of Section 2 EXCEPT that part lying South and East of the Old Channel of the Middle River and EXCEPT all North of the center of Middle River Channel in the ~~N 1/2~~ NW 1/4 of Section 2; ALSO beginning at the Northwest corner of the SW 1/4 of Section 2, thence South 42 rods, thence South 80 degrees East 40 rods, thence North 3 degrees East 49 rods and 4 links, thence West 42 rods and 16 links to the place of beginning (containing 11 Acres and 124 square rods more or less); all in Township 76 North, Range 24 West 5th P.M. Iowa.

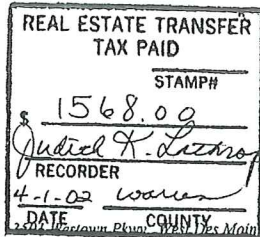
AND

The NE 1/4 of Section 3 EXCEPT beginning at the Northwest corner thereof, thence South 66 rods, thence East 6 rods, thence North to Section line, thence West 5 rods to beginning, and EXCEPT all North of the center of Middle River in said NE 1/4 of said Section 3 (containing 48.23 acres more or less); all in Township 76 North, Range 24 West 5th P.M., Warren County, Iowa.

AND

The N 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa,

IOWA REALTY CO.
3501 WESTOWN PARKWAY
WEST DES MOINES, IA 50266



WARREN COUNTY, IOWA
FILED FOR RECORD

02 APR -1 AM 10:46

2002 APR 1 3709
JUDITH K. LIZZADRO, RECORDER

PREPARED BY: Mark U. Abendroth, Abendroth & Russell, P.C.

3501 Westown Parkway, West Des Moines, IA 50266 515-453-4636 NR

DEPUTY

SPACE ABOVE THIS LINE FOR RECORDER

Address tax statements to: City of Indianola, 110 N. First Street, Indianola, Iowa 50125 Entered in transfer book this 16th day of April 2002

WARRANTY DEED

day of April 2002
By: Rhonda Green Auditor
Deputy

KNOW ALL MEN BY THESE PRESENTS: In consideration of the sum of ONE Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged Simon Casady as Trustee of the Simon Casady Revocable Trust, hereby convey unto City of Indianola, the following described real estate, situated in Warren County, Iowa:

See Exhibit "A" attached

SUBJECT TO ALL COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

Grantors do hereby covenant with grantees, and their successors in interest, that said grantors hold fee title to the real estate; that they have good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever except as may be above stated; and they covenant to warrant and defend said real estate against the lawful claims of all persons, except as may be above stated.

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to such real estate.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

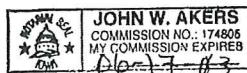
Dated 18 March, 2002

Simon Casady Revocable Trust

Simon Casady, Trustee
By: Simon Casady, Trustee

STATE OF Iowa)
COUNTY OF Warren) SS.

On this 18th day of March, A.D. 2002 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Simon Casady, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledge that the persons, as the fiduciaries, executed the instrument as the voluntary act and deed of the persons and of the fiduciaries.



John W. Akers
Notary Public in and for Said State

Exhibit "A"

The S 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, EXCEPT that part of Parcel "F" of the Southwest Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 12, Page 2 of 76-24 in the office of the Warren County Recorder, that lies within the SW 1/4 of the SE 1/4 of said Section 3.

AND EXCEPT, Parcel "G" of the survey of the Southwest Quarter of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 13, Page 2 of 76-24 in the office of the Warren County Recorder.

WARREN COUNTY BRIEFS**City's credit rating upgraded**

On Aug. 10 the city of Indianola received official notice that, following a recent bond rating surveillance call with Moody's, its credit rating has been upgraded from Aa3 to Aa2. The is a result of positive actions taken related to the city's budget and financial performance over the last few years. As a result of this upgrade, if and when borrowing for infrastructure needs occurs, the upgrade means better interest rates which translates to additional savings to the city and its citizens.

Kiya Koda Humane Society
Animals Handled Report

Indianola

July 2018

Dogs In - Stray	<u>27</u>
Dogs In - Private	<u>5</u>
Dogs Claimed	<u>20</u>
Dogs Placed - Stray	<u>6</u>
Dogs Placed - Private	<u>1</u>
Dogs Euthanized - Stray	<u>-</u>
Dogs Euthanized - Private	<u>-</u>

Cats In - Stray	<u>20</u>
Cats In - Private	<u>-</u>
Cats Claimed	<u>-</u>
Cats Placed - Stray	<u>4</u>
Cats Placed - Private	<u>1</u>
Cats Euthanized - Stray	<u>1</u>
Cats Euthanized - Private	<u>-</u>

Others Animals - In	<u>-</u>
Others Animals - Claimed	<u>-</u>
Other Animals - Placed	<u>-</u>
Other Animals - Euthanized	<u>-</u>

Lost & Finds Calls	<u>16</u>
Complaint Calls	<u>3</u>

City

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/1/18	X			X		X	X			Brindle mastiff male Cash 6-27-18	Trevor I. Stephanie. Radosevich 30377. B.S Ind. Ia. 441-895-6953
7/1/18	X			X			X			Black Sheltie dog got away from the lady.	no dog
7/2/18		X		X						Shaded Silver black kitten male 515-509-8067	Lindsay Kappelman 206 Oak St Milo, Ia. 5016
7/3/18		X		X						Tabby/white F.	Victoria Kinna 1210 N.9 #54
7/4/18	X			X						Choc lab the dog was gone	Mary Fiel 60FW3r Ind. Ia. 515-783-63
7/4/18	X			X		X	X			Black/white male Boston Terrier	Leslie Hela 1006 S.R. Deer Run Rd Ind. Ia. 515 975-970
7/4/18	X			X		X	X			Boston Terrier Black/white male 515	Anthony Heslop 1713 N. 4th Ind. Ia. 421-7324
7/5/18	X				X			X		Manchester Terrier Granger S.F. Kay A des 6-29-18	Joan Milby P.O Bx 524 Carlisle, 515 989-3
7/1/18	X									N. male Poodle	Lisa Schaf 101 E. N. 10th

KIYA KODA HUMANE SOCIETY DAILY REPORT

[illegible]

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/13/18	X				X		X			n. male. Brown/white. Japanese Chin Benji	All Creatures Small Vet Cl 2300 St. 2nd Ind. Ia.
7/13/18		X		X			X	X		gray kitten S.F. one of 5 4-27-18 Beth Schoenewe	Gloria Este 1110 N. 6th Ind. Ia. 515 962-71
7/13/18	X			X		X				Paula Larimer 501 E. Ashland Ave. Ind. Ia. 515 779-0702	Rhonda Thornton 1401 N. 6th Ind. Ia. 515 664-613
7/13/18	X			X			X			City of Ind Aust. Lab mix n. male "Leonard"	Margaret Creighton 1603 W 4th Ind. Ia. 962-1102
7/14/18	X			X		X	X			↓ Aust/Black hal n. male "Leonard"	Heather Sho 809 S.O. Ind. Ia. 515-250-14
7/14/18	X			X			X			the dog was in its own yard they put it back	Heather Mix 411 S.O. Ind. Ia. 515-559-43
7/14/18	X			X			X			white/Brown spots no dog was found	Sheriffs office Kenwood 3rd Ind. Ia.
7/14/18		X		X				X		York SF 6-29-18 Kevin Barnes 515	Mina Eple 406 N. 16th Ind. Ia. 777-9434
7/14/18										Blank Performing	Deanna Har

KIYA KODA HUMANE SOCIETY DAILY REPORT

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/17/18		X		X			X	X		6-18-18 Gray Tabby male Nicole Housman	Barbara Epley 406 W. 16th St Ind. Ia. 962-071
7/17/18	X			X			X			47. male Gr. Shep "Duke" blue collar brown 911002001580781	Kyle Notor 1005 W 3rd Ind. Ia. 515 441-039.
7/17/18	X			X		released by owners to (ACS)	X	X		7. male Black/white terrier mix "Bruno" (1 of 3)	Suzanne Ackerman 410 S. Freer Ind. Ia. 515-210-52
7/17/18	X			X			X			F Boston Terrier Black/white Julie Turner	Warren Co. Sheriff 200 Block of East Clinton
7/18/18		X		X			X			white black spots cat male	Aimee Van Ro 407 E. 13th Ind. Ia. 515 210-483
7/18/18		(2) X		X			X			2 kittens black male orange white male	Alee Otter 33 Q1 Fred A Ind. Ia. 570-482-2
7/18/18	X			X		Released by owners to (ACS)	X	X		7. male brown white Japanese Chin "Benji" (1 of 3)	Duane Cuth 4017 11th St Des. Moines, Ia. 503 515 777-48.
7/18/18		X			X		X		X	gray/black circle tabby male 6-19-18 Euth Seck	Daniel Hall 1205 W 2nd A Apt 11-13 Ind. Ia. 205-7836
7/1										Animal's Haven	Warren Co.

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/18/18	X			X		X	X			Brindle Boxer Pit mix "Jade"	Keith Hough 607 W. Lake Ind. Ia. 515 777-666
7/18/18	X			X			X			Blonde/white F Pit Bull	Warren Co. Sher Walmart
7/18/18	X			X			X	X		Male Black/white Pitt Bull mix 6-4-18 Wilkins	Shanne Obermeier 7549 Morr Ind. Ia. 971-6256
7/18/18	X			X		Released by (AS5)	X	X		7-13-18 Black/white F terrier mix Peanut	Jordan App 8805 Newa Ind. Ia. 515-326-03.
7/18/18		X		X			X		X	6-25-18 yellow tabby longhaired kitten C.	Pambron Thacker Con 1400 E. Hwy Ind. Ia 961-490.
7/29/18	X			X						Terrier/Dachshund mix F "madey" Black/ tan found by	Jeni Jackson 803 51st St Ind. Ia 971-7022 Crossing Hwy Costal Station
7/20/18	X			X			X			↓ Terrier/Dachshund mix "madey"	Allison Edwards 410 2nd St Ind. Ia. 515-808-15
7/20/18	X			X			X			Gr. Shorthair liver F. with collar Phone No.	Rachel Jacob running on Kentucky's 309-558-915
7/20/18	X			X			X			↓ Gr. Shorthair	Mrs. Shar

4

[illegible]

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/25/18		X			X			X		3F. Calico all four declawed Cindy Johnson 515-249-6787	Beverly Stackton 106 South 7. Ind. Ia. 941-7039
7/25/18		X		X				X left at Shelter		left at Shelter n male Russian Blue front declawed	Carmon Radosevich 303 N.B Ind. Ia. 641-895-61
7/26/18	X			X			X			white brown spots male	Steph Radosevich 303 N.B Ind. Ia. 641-895-69
7/26/18	X			X			X			↓ y.l. male white brown spots Pyrenees mix	Robert Mas 402 N. 2nd Ind. Ia. 515-601-69
7/27/18	X			X			X			↓ N Male Brown/white Pyrenees mix "Rockie"	Carla We 402 N 2nd Ind. Ia. 515-601-69
7/28/18		X		X						black kitten Dead on 7/29/18	Alec Ottre 33 Alfred Ind. Ia. 570-482-27
7/28/18	X			X			X			S.F. Pointer John Hayman's dog	Susan Johnson 1202 N.E Ind. Ia. 515-669-19
7/28/18	X			X			X			↓ S.F. Pointer	John Hayman 1301 Countr Club Rd. Ind. Ia. 515-681-6
7/27/18										Black/white	Larry Full

KIYA KODA HUMANE SOCIETY DAILY REPORT

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK_UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/26/18	X			X			X	X		6-22-18 Beagle Tyson Megan Churchill	Kara Smit 404 S. Kenar Ind. Ia. 623-523-4
7/27/18	X			X			we went and couldnt find it				11 I ¹ / ₂ Iow City of Ind.
7/28/18	X			X			X			Med. Size Brown dog male Hound mix	Zack Ehenb Corner Sun 101 N. Buys Ind. Ia. 515 868-65
7/28/18	X			X			X			F Yorkie "molly" Chip no 982000409584451	Stacy Vinse 701 N. Jeff Ind. Ia. 515 808-0244
7/28/18	X			X			X	X		↓ Yorkie molly	Allyssa Buthmann 708 W 1st Ind. Ia. 515-745-29
7/29/18	X			X			X			Brown Pit Bull "Loco"	Warren Co. Dispatch Fairground 961-1122
7/29/18	X			X			X			male Golden Ret. no chip	Jim Wado 1607 26. Ch Ind. Ia. 515 777-98
7/30/18	X			X			X	X		blonde Male Lhaso Apso mix 7-10-18 Crystal Thomas	John Loe 828 State Grinnell Ia. 515 401-93

DATE	DOG	CAT	OTHER	STRAY	OWNED	CLAIMED	PICK UP	PLACED	EUTH.	DESCRIPTION	NAME & ADDRESS
7/31/18	X			X			X			white male Poodle mix red collar	Megan Enders 1111 Robin Ln. Ind. Ia. 515-577-372
7/31/18	X			X		X	X			white Poodle mix "Hordie" 250-1659	Bill Thomas 908 Carolin Terr. Ind. Ia. 250-5800
7/31/18	X			X		X	X			Brown Pit Bull mix male "Loco"	961-4589 Deanna Ware 502 S.D. Ind. Ia. 515-559-433
7/31/18	X			X			X			Golden Ret male	John Barr 1515 W. Metro Ind. Ia. 961-5457
7/31/18	X				X		X Died			Chihuahua Black "Diego"	Julie Miller 406 W 2nd St Ind. Ia. 515-468-1166
7/31/18		X		X			X			Siamese Mix injured	Janet Hunt 308 W 1st Ind. Ia. 515 710-3616
7/31/18	X				X		was ours			Black terrier Lab mix	Adahmarie Nyatt 804 E.D. Main St Dallas, Ia 641-947-3681

Ryan Waller

From: Ryan Waller
Sent: Monday, August 13, 2018 6:39 PM
To: Steven Richardson
Cc: Kelly Shaw; Ryan Waller
Subject: Re: Questions on Abatement

Good evening, Mr. Richardson.

I hope you are well and staying cool. Thanks for your latest emails. Below, inserted in your email, please find responses in **BOLD/CAPS**.

You sent an additional email at 7:53 pm yesterday (Sunday, August 12th). I will be sending a response shortly following the same format noted above. Please be on the lookout for that response.

Thank you again!

Have a great evening!

Ryan



Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
[110 N. 1st Street – Indianola, Iowa 50125](#)

From: Steven Richardson <mustangsoa954@gmail.com>
Date: Aug 12, 2018 at 7:35 PM
To: Ryan Waller <rwaller@indianolaiowa.gov>
Cc: Kelly Shaw <kshaw@indianolaiowa.gov>
Subject: Re: Questions on Abatement

Hi Ryan,

Hope you had a good weekend as well. Thank you for the information. I definitely understand the differences in uses. Many years ago I served as a zoning administrator for a small community and learned much about different property uses. I apologize but I am trying to get a handle on this issue. I have a couple more questions.

Perhaps I am missing something and please help me to understand. According to the Resolution's 11th "Whereas" incompatible land uses goes into the section for blight. Correct? **I AM NOT SURE I UNDERSTAND THIS QUESTION.**

You mention uses in your reply to my last e-mail but the map you sent shows I am outside the blighted area you earlier described. **AS REFERENCED EARLIER, THE BLIGHT REPORT NOTED THAT RESIDENTIAL USES BEING ADJACENT TO NON-RESIDENTIAL USES IS THE JUSTIFICATION. YOUR NEIGHBORHOOD IS ADJACENT TO NON RESIDNETIAL USES TO THE SOUTH AND THE NORTH, WITH YOUR PARCEL LOCATED NEXT TO A NON RESIDENTIAL USE.** I am not sure I got an answer to what designation applies to my property to be put into the "Area" in the resolution. My home was not previously in the Urban Renewal area. Resolution 2018-132 changed that by putting the entire city in the Urban Renewal area. **THE URBAN RENEWAL PLAN WAS NOT AMENDED BY THE RESOLUTION YOU NOTED. THIS RESOLUTION AMENDED THE URBAN REVITALIZATION PLAN. YOUR PROPERTY HAS BEEN INCLUDED IN THE URBAN REVITALIZATION PLAN SINCE AT LEAST 2009.** It greatly expanded the area. I did not receive anything by mail indicating my property would now be part of the Urban Renewal area nor was I notified by mail that a hearing would be taking place on such a change. Since it was not the original area and a signifiant change to the area, doesn't Iowa Code Section 404.2 Subsections 1-6, require those things to happen, among many other things? **THIS WAS AN AMENDMENT TO THE URBAN REVITALIZATION PLAN ONLY. THE URBAN REVITALIZATION AREA HAD BEEN ESTABLISHED YEARS AGO BY ORDINANCE. BECAUSE THIS WAS AN AMENDMENT TO THE PLAN (ABATEMENT SCHEDULE), THE ONLY NOTICE REQUIRED IS THE PUBLISHED NOTICE BY IOWA CODE SECTION 404.2(6).**

Thanks again for your answers.

Steve Richardson

On Fri, Aug 10, 2018 at 5:38 PM Ryan Waller <rwaller@indianolaiowa.gov> wrote:
Mr. Richardson,

As promised, resending my response to you from August 6, 2018. There are three attachments that accompanied this email and are also reattached to this email. These attachments are the executed Resolution approving the Urban Revitalization Plan, a map showing your property in relation to the two non-residential land uses and a copy of the FAQ document on this matter that may also be found on the city's website and social media accounts.

Thank you again for contacting us.

Have a great weekend.

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: [515.962.5274](tel:515.962.5274)

110 N. 1st Street – Indianola, Iowa 50125

Begin forwarded message:

From: Ryan Waller <rwaller@indianolaiowa.gov>

Date: Aug 6, 2018 at 2:53 PM

To: Mustangsoa954 <mustangsoa954@gmail.com>

Cc: Kelly Shaw <kshaw@indianolaiowa.gov>, Andy Lent <alent@indianolaiowa.gov>, Ryan Waller <rwaller@indianolaiowa.gov>

Subject: RE: Questions on Abatement

Good afternoon, Mr. Richardson.

I hope you had a great weekend. Thank you for the follow-up email. I have provided responses to your questions within the body of the email below. The responses may be found in **BOLD CAPS**. Also, attached, please find a few documents that are provided to be responsive to some of your questions. One of the documents is a copy of the resolution adopting the amended plan and the other is a copy of a FAQ document that has been prepared to respond to questions regarding the Urban Revitalization Program.

Thank you again for contacting us.

Have a great day.

Ryan

From: Steven Richardson <mustangsoa954@gmail.com>

Sent: Saturday, August 04, 2018 6:31 AM

To: Ryan Waller <rwaller@indianolaiowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiowa.gov>; Andy Lent <alent@indianolaiowa.gov>

Subject: Re: Questions on Abatement

Thanks Ryan. While I live close to the the area bounded by the streets you mention, it is not my specific area of the community. **THE SECTION PROVIDED IS AN EXAMPLE WITH THE MAIN POINT THE CONSULTANT NOTED IS THAT THE RELATIONSHIP BETWEEN NON-RESIDENTIAL USES AND RESIDENTIAL USES CAN IMPACT THE QUALITY AND GROWTH OF HOUSING IN THE NEIGHBORHOOD. THEY NOTE THAT THE ADJACENT NON-RESIDENTIAL USES COULD BE A CONTRIBUTING FACTOR. I HAVE ATTACHED A PRINT OUT HIGHLIGHTING YOUR PROPERTY WHICH HAS THE PARTICULAR AREA NOTED PREVIOUSLY TO THE SOUTH WITH OTHER NON-RESIDENTIAL USES ADJACENT TO THE NORTH. I HAVE DONE THIS AS IT HELPS ILLUSTRATE THE RELATIONSHIP BETWEEN USES.** If I read your letter correctly, and please do correct me if I am wrong, there is nothing specific the Council can point to in other areas of the community that constitute blight? **THIS WAS NOT STATED IN MY EMAIL RESPONSE. WHILE BLIGHT HAS BEEN MADE THE FOCUS OF THE RECENT AMENDMENT, BLIGHT IS ONLY ONE OF SEVERAL ITEMS THAT STATE CODE IDENTIFIES AS CRITERIA FOR AN URBAN REVITALIZATION PLANS. THESE CRITERIA ARE INCLUDED IN THE FAQ DOCUMENT.** If there are specific things for our particular area, again I would appreciate knowing what those issues would be.

One last question, since this was a change in a City Ordinance did the Council wave the usual three readings or had those already taken place as well? **THE PROGRAM WAS ADOPTED BY A RESOLUTION AND NOT AN ORDINANCE. THESE MATERIALS WERE ALL PREPARED BY LEGAL COUNSEL. I HAVE ATTACHED A COPY OF THE RESOLUTION FOR YOUR REFERENCE.**

Thank you again for the information.

Steve Richardson

On Fri, Aug 3, 2018 at 5:31 PM, Ryan Waller <rwaller@indianolaiaowa.gov> wrote:

Good afternoon, all.

I hope this find everyone well. We appreciate the questions below and hope that this email is helpful in responding to those questions.

The tax abatement program was adopted via a resolution at the July 16th City Council meeting, was signed and is in full effect. The attached spreadsheets provide application of this new program as requested below. Please note that you will find two different scenarios – one using the suggested 60% rollback number below and one using the current rollback rate of 55.62%. Also, for illustration purposes only (given the requested comparisons values of \$500k and \$1mil) we used a recently approved plat where those valued homes have been suggested.

In response to the second question, the consultants that performed the blight assessment noted the relationship between the non-residential uses and the residential uses in the neighborhood bordered by N. 5th Street on the west, E. Euclid Avenue on the north, E. 9th Street on the east, and E. Ashland Avenue on the south that created the existence of blight. The example that they specifically referenced is the dust, truck traffic and noise that is generated by the non-residential uses in that particular neighborhood. In this particular neighborhood, the consultants calculated the percentage of blight as 26%. It has been shared during council meetings that while references are made to percentages there are no guidelines from the State or other entities (including the Iowa Supreme Court) stipulating a required percentage threshold.

Thank you again for the email.

Have a great weekend.

Sincerely,

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

From: Kelly Shaw

Sent: Thursday, August 02, 2018 12:44 PM

To: Andy Lent <alent@indianolaiowa.gov>; Ryan Waller <rwaller@indianolaiowa.gov>

Cc: mustangsoa954@gmail.com

Subject: Fw: Questions on Abatement

Dear Andy and Ryan,

Please see the email below from Mr. Steven Richardson regarding the tax abatement program that is in the process of being passed by Council in August. Mr. Richardson's numbers look accurate to me. Though the 60% rollback is not as aggressive as the Iowa Legislature's current rollback, per his question the 60% figure can be used to make comparisons at the \$500K and \$1MK price points per his question.

Ryan, I believe you are better positioned to answer the second question from Mr. Richardson. While I recall Chuck Burgin's presentation, I don't believe I've seen the legal opinion from the attorney to explain the second question. I recall the blight study found that the city had a blight percentage at 16% and change, below the state suggested rate of 25% for a more aggressive abatement, so I'm curious about these questions, too.

Please copy Mr. Richardson, cc: here, and myself to your response. Mr. Richardson is a former council member in Indianola, and state representatives in the Iowa House, so he should be familiar with the language surrounding abatements and Iowa law.

Thanks in advance,

Kelly

From: Steven Richardson <mustangsoa954@gmail.com>

Sent: Wednesday, August 1, 2018 6:42 PM

To: Kelly Shaw

Subject: Questions on Abatement

Hi Kelly,

I have a question regarding the tax abatement passed by the City Council. If someone would choose to build a one million dollar house under the abatement program, what would the aggregate tax savings be for that house and owners? If my rough calculations are correct, and they are rough, the aggregate savings to the owners would be around \$65,000 in 5 years. I based that number on a 60% residential rollback, a \$37.50 aggregate tax rate for City, County, Schools and misc, taxing entities. Could you ask the proper number cruncher and get me the correct number? I would also like the info on a 500,000 home too. Of course the numbers would change as the State changes the rollback percentages in future years.

Second question: I live on 6th Street Place right next to Dayton Park. Based on the state law as to what constitutes a blighted area, can the city tell me specifically what it is in our neighborhood that triggers the blighted label? I believe there has to be more than one of the criteria met in order to get the designation, so I would like to know what was pinpointed in our neighborhood. Did anyone ask how does that designation affect our property values?



Thanks for your consideration

Steve Richardson

Ryan Waller

From: Ryan Waller
Sent: Monday, August 13, 2018 6:40 PM
To: Steven Richardson
Cc: Kelly Shaw; Ryan Waller
Subject: Re: Blight in my neighborhood

Mr. Richardson,

Below is the second response that I referenced in my last email. I hope this information helps.

Have a great evening!

Ryan



Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
[110 N. 1st Street – Indianola, Iowa 50125](#)

From: Steven Richardson <mustangsoa954@gmail.com>
Date: Aug 12, 2018 at 7:53 PM
To: Ryan Waller <rwaller@indianolaiowa.gov>
Cc: Kelly Shaw <kshaw@indianolaiowa.gov>
Subject: Re: Blight in my neighborhood

Hi Ryan,

You certainly could have waited to answer my e-mail. Vacation and family time is a priority! I am sorry to interrupt.

I did not see this e-mail. Since incompatible land uses are part of the blight mentioned in your resolution, and the changes made to the area then put me a blighted area, correct? **THE BOUNDARIES OF THE URBAN REVITALIZATION PLAN HAVE NOT CHANGED. AS NOTED IN THE LAST EMAIL, YOUR PROPERTY HAS BEEN INCLUDED IN THE URBAN REVITALIZATION PLAN SINCE AT LEAST 2009. THE BLIGHT STUDY HAS CONFIRMED EXISTENCE OF BLIGHT IN AREAS OF THE COMMUNITY. YOUR NEIGHBORHOOD WAS IDENTIFIED BY THE CONSULTANT'S STUDY WHERE INCOMPATIBLE USES CONTRIBUTES TO THEIR FINDING.** I was not in a blighted area in the original Urban Revitalization plan.

Also I forgot to ask one other question. At the bottom of page 3 under the tax chart of the FAQ's it mentions 9 acres. Are those a specific 9 acres and if so where would those 9 acres be? **THIS WAS A RECENTLY APPROVED SUBDIVISION - HERITAGE HILLS NEAR THE INDIANOLA COUNTRY CLUB. THE 9 ACRES WAS SUBDIVIDED INTO 17 LOTS.**

Thanks again and sorry to interrupt your vacation

Steve Richardson

On Fri, Aug 10, 2018 at 5:38 PM Ryan Waller <rwaller@indianolaiowa.gov> wrote:
Good afternoon, Mr. Richardson.

Thank you for your email. I had provided a response on Monday, August 6th at 2:53 pm. In looking at my sent folder it appears to have gone through to you, Mayor Shaw and Finance Director Andy Lent. My apologies if it has not made it through to you.

I'm on vacation and will attempt to resend that message shortly. In that response, as well as the initial response to you it was noted that the consultant that performed the blight study specifically noted incompatibility of land uses (non-residential uses in close proximity to residential uses) as one of the contributing factors in your neighborhood.

The blight study may be found in the agenda packet at the following link at
- <http://indianolaiowa.gov/AgendaCenter/ViewFile/Agenda/11202017-664>.

Again, I will resend the August 6th email as soon as possible.

Have a great weekend.

Sincerely,

Ryan



Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
110 N. 1st Street – Indianola, Iowa 50125

On Aug 10, 2018 at 4:45 PM, <Steven.Richardson> wrote:

Hi Ryan,

I thank you for sending me the information on the blighted area near where I live. I did respond and said my home is north of E. Euclid. I also asked at that time what were the determining factors to declare the area in which my home lies a blighted area?

Since I had not received a response from you, I went online and pulled off Section 404.1(2) to see what constitutes blight. Based on that Section of the Code I am hoping you can tell me what specifically, in the section of town in which I live, meets one or more of the definitions of blight. The reason I am so interested in this issue is in discussion with some of my neighbors, if we are in a blighted area by State Code definition, we would like to see what we can do to resolve the blight in our area.

I also understand the City had a blight study done and was completed last fall. Could you forward that study to me as well? I would be happy to pay any copy fees if necessary.

Thank you again.

Steve Richardson
611 N. 6th Street Place
Indianola

Diana Bowlin

From: Ryan Waller
Sent: Wednesday, August 22, 2018 5:13 PM
To: All Department Heads
Cc: 'Amy Beattie'
Subject: FW: Waller's Weekly 8.22.18 (early edition)
Attachments: UR Plan 2008.pdf; 20180822100551263.pdf; 8.22.18 WW_Richardson Email 1.pdf; 8.22.18 WW_Richardson Email 2.pdf; 8.22.18 WW_Fred Dowie.pdf

Good afternoon, all.

Please see below and attached. As always, please feel free to share with your respective departments. If there are any questions, please let me know. thank you.

Ryan

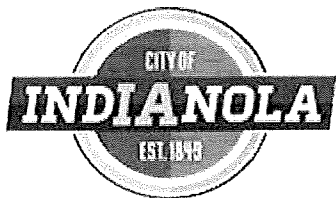
From: Ryan Waller
Sent: Wednesday, August 22, 2018 5:12 PM
To: John Parker <jparker@indianolaiowa.gov>; Bob Kling <bkling@indianolaiowa.gov>; Shirley Clark <sclark@indianolaiowa.gov>; Kelly Shaw <kshaw@indianolaiowa.gov>; Greg Marchant <GMarchant@indianolaiowa.gov>; Joe Gezel <jgezel@indianolaiowa.gov>; Greta Southall <gsouthall@indianolaiowa.gov>
Cc: Doug Fulton <Doug.Fulton@brickgentrylaw.com>; Ryan Waller <rwaller@indianolaiowa.gov>
Subject: Waller's Weekly 8.22.18 (early edition)

Good afternoon, all.

I hope this finds you well. Below/attached, please find an early version of this week's edition of the update email. As always, if there are any questions, please feel free to contact me.

Have a great day!

Ryan



Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: 515.962.5274
110 N. 1st Street – Indianola, Iowa 50125

Clinton Road Project – As you know, this infrastructure improvement project commenced earlier this month. While crews were removing sections of the road surface, a telephone company conduit was damaged. This was due to the fact that the utility was at a very shallow depth right under the road surface. Phone crews were working to restore service.

June Storm Update – City Staff will be attending a briefing on August 23rd. The purpose of this meeting will be to review the process to seek assistance from FEMA as a result of the damages from the June 28th storms. We will keep you apprised as this process progresses.

Square Assessment – This is a friendly reminder that the following slots are available for you to participate in the Square Assessment: Tuesday, September 25th from 1:30 p.m. to 2:30 p.m. or 2:30 p.m. to 3:30 p.m. It is requested that you please respond to me letting me know which timeslot works best for you. We will need to limit each slot to avoid quorum issues. Again, please let me know and we will work to finalize a schedule – thank you! In addition to providing a response to your preferred schedule slot, the assessors are asking that you please complete the survey found at - https://www.surveymonkey.com/r/Indianola_IA.

Spousal Carve Out/Surcharge – As you will recall, we received direction from the Council and IMU Board to research the topic of spousal carve outs/surcharges. As noted in last week's weekly email, a forum was held on August 21st to continue the research into this topic. Please note that, as has been reported previously, the last several times this has been discussed, this topic has caused concerns on the part of employees.

Mayor's Youth Council – As reported at Monday's Council meeting, the City will be receiving a \$200 donation that will help go towards the Mayor's Youth Council bike fest. This donation was secured as a result Jason's participation in an APWA survey.

Correspondence – Attached, please find additional email correspondence with Mr. Steve Richardson concerning questions he had about the recently approved Urban Revitalization Plan (referenced attachments are provided separately with this email). Also attached is correspondence from Mr. Fred Dowie concerning permitting and inspections.

Out of the Office – I will be out of the office on Thursday (August 23rd) and Friday (August 24th). If you need assistance during this time, please contact Andy Lent.

Upcoming City Council Agenda – These will be provided via a separate email.

Community Development Updates – These will be provided via a separate email.

Assessor - 1-29-08
DCD - 1-29-08

1998
CITYWIDE
URBAN
REVITALIZATION
PLAN

As amended on:

November 4, 2002

July 1, 2004

January 7, 2008

INDIANOLA, IOWA

TABLE OF CONTENTS

Introduction.....	1
Project Information	
A. Geographic Description of Urban Revitalization District.....	2
B. Existing Valuations According to County Assessor.....	2
C. Property Owners.....	2
D. City Services.....	2
E. Zoning and Land Use.....	2
F. Applicable Revitalization.....	2
G. Relocation.....	3
H. Tax Exemption Schedule.....	3
I. Outside Funding Assistance.....	4
J. Application and Prior Approval.....	4-5
K. Repeal of Ordinance.....	5

Appendices:

- Appendix A: Legal Descriptions and Boundary Map of District
- Appendix B: List of Known Owners and Assessed Values
- Appendix C: Existing Land Use and Zoning of District
- Appendix D: Resolution of Finding
- Appendix E: Notice of Public Hearing
- Appendix F: Ordinance Adopting Urban Revitalization Plan

INTRODUCTION

In 1979, the Iowa legislature enacted into law the Urban Revitalization Act giving city governing bodies the authority to designate an area or areas of a city as Urban Revitalization Areas. Under the Act, qualified real estate within the designated area may be eligible to receive a total or partial exemption from property taxes on improvements for a specified number of years. The primary intent of this bill is to provide communities with a long-term increase or stabilization in their tax base by encouraging rehabilitation or new construction which might not otherwise have occurred.

Section 404.1 of the Code of Iowa provides that the City Council may designate an area of the city as a revitalization area if that area is any of the following:

1. An area in which there is a predominance of buildings or improvements, whether residential or nonresidential, which by reason of dilapidation, deterioration, obsolescence, inadequate provision for ventilation, light, air, sanitation, open spaces, high density of population and overcrowding, the existence of conditions which endanger life or property by fire and other causes or a combination of such factors, is conducive to ill health, transmission of disease, infant mortality, juvenile delinquency or crime, and which is detrimental to the public health, safety, or welfare.
2. An area which by reason of the presence of substantial number of deteriorated or deteriorating structures, predominance of defective or inadequate street layout, incompatible land use relationships, faulty lot layout in relation to size, adequacy, accessibility or usefulness, unsanitary or unsafe conditions, deterioration of site or other improvements, diversity of ownership, tax or special assessment delinquency exceeding the actual value of land, defective or unusual conditions of title, or the existence of conditions which endanger life or property by fire and other causes, or a combination of such factors, substantially impairs or arrests the sound growth of a municipality, retards the provision of housing accommodations or constitutes an economic or social liability and is a menace to the public health, safety, or welfare in its present condition and use.
3. An area in which there is a predominance of buildings or improvements which by reason of age, history, architecture, or significance should be preserved or restored to productive use.
4. An area which is appropriate as an economic development area as defined in section 403.17.
5. An area designated as appropriate for public improvements related to housing and residential development or construction of housing and residential development, including single or multifamily housing.

The City of Indianola Urban Revitalization Plan (Plan) is prepared to enable local property owners and the city to take advantage of the legislation signed by the Governor of Iowa on May 10, 1979, with its subsequent amendments. The act provides the City of Indianola the opportunity to influence its growth by stimulating investment from the private sector. After the tax exemption schedule is completed, the individual property will be fully taxed, thus completing the philosophy that tax incentives are used to encourage individuals to improve their property with the long term city goal of increasing the tax base. Certain criteria have been established which must be met by a city exercising the authority conferred in the Act. Accordingly, the Indianola City Council adopted a Resolution on February 2, 1998, finding a need for the establishment of an urban revitalization district.

PROJECT INFORMATION

A. Geographic Description of Urban Revitalization District:

The entire area within the corporate boundaries of the City of Indianola, Warren County, Iowa, shall be the Urban Revitalization District (District), and shall expand with annexation. Appendix A is a map of the current corporate boundaries of the City of Indianola.

B. Existing Valuations According to County Assessor:

Valuations of each parcel within the District, and the total assessed value of the properties in the District are contained in Appendix B: List of Known Owners and Assessed Values.

C. Property Owners:

The names and addresses of the property owners for each parcel identified within the District are contained in Appendix B.

D. City Services:

The City of Indianola currently provides police, fire, sanitary sewer, municipal water, solid waste, and other normal services to all developed parcels and residences within the District.

E. Zoning and Land Use:

Appendix C contains a map of the existing land use and zoning for the District.

F. Applicable Revitalization:

The purpose of this Urban Revitalization Plan is to stimulate the development of more residential and commercial buildings, improvements and uses. Therefore, the revitalization is applicable to residential and commercial property and uses within the District. The revitalization is for new construction and for rehabilitation or additions to existing buildings. The entire area within the corporate limits will remain a designated revitalization

area until January 31, 2013.

G. Relocation:

In the event relocation occurs as a result of the tax abatement program, the following provisions must be met:

1. Benefits: Upon application for and verification of eligibility for tax abatement to a property owner by the City, qualified tenants in designated areas, whose displacement is due to action on the part of a property owner to qualify for the tax abatement under this Plan, shall be compensated by the property owner for one month's rent and for actual reasonable moving and related expenses.
2. Eligibility: "Qualified Tenant" as used in this Plan, shall mean the legal occupant of a residential dwelling unit which is located within the District and who has occupied the same dwelling unit continuously since one year prior to the City's adoption of this Plan.
3. Least costly approach: The amount of compensation for an eligible expense shall not exceed the least costly method of accomplishing the objective of the compensation without causing undue hardship to the displaced tenant and/or landlord.

H. Tax Exemption Schedules

1. Residential Property

Each residential property owner may implement this plan upon application and approval by the Indianola City Council as follows:

All qualified residential real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements for a period of 4 years.

Notwithstanding the schedules provided for in Iowa Code Section 404.3, all qualified real estate assessed as residential property in an area designated under Iowa Code Section 404.1, subsection 5, is eligible to receive an exemption from taxation on the first seventy-five thousand dollars of actual value added by the improvements. The exemption under this plan is for a period of four years.

In order to qualify for tax exemption, improvements to residential real estate located within the District must increase the actual value of the property, other than land, by at least 10%. Qualified residential real estate also means land upon which no structure existed at the start of the new construction, which is located in the designated revitalization area and upon which new construction has been added during the time so designated. "Improvements" include rehabilitation and additions to the existing structures as well as new construction on vacant land or on land with existing structures.

2. Commercial Property

Each commercial property owner may implement this plan upon application and approval by the Indianola City Council as follows:

All qualified commercial real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements for a period of 4 years. The amount of partial exemption is equal to a percent of the actual value added by the improvements determined as follows:

<u>Year of Schedule</u>	<u>% of New Taxes Abated</u>
1	80%
2	60%
3	40%
4	20%

The exemption under this plan is for a period of four years.

In order to qualify for tax exemption, improvements to commercial real estate located within the District must increase the actual value of the property, other than land, by at least 10%. Qualified commercial real estate also means land upon which no structure existed at the start of the new construction, which is located in the designated revitalization area and upon which new construction has been added during the time so designated. "Improvements" include rehabilitation and additions to the existing structures as well as new construction on vacant land or on land with existing structures.

I. Outside Funding Assistance:

The City may seek Federal and/or State grant or loan programs and any and all other funding sources in developing proposed projects. Federal programs may be available through the Department of Housing and Urban Development (HUD) and the Farmers Home Administration (FmHA). State programs may be available through the Iowa Housing Finance Authority and the Iowa Department of Economic Development. The City may seek private sector funding sources.

J. Application and Prior Approval:

A person may submit a proposal for an improvement project to the City Council to receive prior approval for eligibility for a tax exemption on the project. The Council shall, by resolution, give its prior approval for an improvement project if the project is in conformance with the plan for revitalization. As soon as a person's improvement project receives prior approval from the City Council, the person's improvement project shall

receive tax abatement under this plan regardless of when the improvements have been completed or found to be qualified real estate by the Warren County Assessor, as long as the improvements are completed pursuant to the time limitations of the original building permit issued. The first year that the improvement project's value appears on the tax rolls shall be the first year of the tax exemption schedule found in Paragraph H above. If a person's proposal for an improvement project is not approved, the person may submit an amended proposal for the City Council to approve or reject. An application shall be filed for each new exemption claimed. The first application for an exemption shall be filed by the owner of the property with the City Council by February 1 of the assessment year for which the exemption is first claimed, but not later than the year in which all improvements included in the project are first assessed for taxation. The application shall contain, but not be limited to, the following information:

- * the nature of the improvement,
- * the cost of the improvement,
- * the estimated or actual date of completion,
- * the tenants that occupied the owner's building on the date the City adopted the resolution of finding.

The City Council shall approve the application, subject to review by the local assessor, if the project is in conformance with the plan for revitalization developed by the City, is located within a designated revitalization area, and if the improvements were made during the time the area was so designated. The City Council shall forward for review all approved applications to the appropriate local assessor by March 1 of each year. Applications for exemptions for succeeding years for approved projects shall not be required.

K. Repeal of Ordinance

As stated in Section 404.7 of the Code of Iowa, the governing body of the City of Indianola may repeal the ordinance establishing the revitalization area, when, in the opinion of the governing body, the desired level of revitalization has been attained or economic conditions are such that the continuation of the exemption granted by this chapter would cease to be of benefit to the city. In that event, all existing exemptions shall continue until their expiration.

APPENDIX A
Boundary Map of District

APPENDIX B

List of Known Owners and Assessed Values

Appendix B is a separate bound document, and due to the volume of the document, only one copy will be made and kept by the City Clerk at City Hall.

APPENDIX C

Existing Land Use and Zoning of District

APPENDIX D

RESOLUTION OF FINDING

WHEREAS, the area described below in the City of Indianola is in need of a combination of rehabilitation, conservation and redevelopment to improve the public health, safety and welfare of the residents of Indianola, and

WHEREAS, the area described below in the City of Indianola meets the criteria of Iowa Code Section 404.1 for designation as an urban revitalization area.

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

1. The Indianola City Council makes a finding that a combination of rehabilitation, conservation, development and redevelopment of the area described below in the City of Indianola is necessary in the interest of the public health, safety and welfare of the residents of Indianola.

2. The Indianola City Council makes a finding that the following area meets the criteria of Iowa Code Section 404.1(3), (4) and (5):

Appendix A of the Urban Revitalization Plan now on file in the City Clerk's Office contains a map of the area within the District which is defined by the corporate boundaries of the City of Indianola.

PASSED AND APPROVED this ____ day of _____, 1998.

Jerry Kelley, Mayor

ATTEST:

Mark A. Ramthun, City Clerk

STATE OF IOWA, WARREN COUNTY, SS:

On this _____ day of _____, 1998, before me, the undersigned, a Notary Public in the State of Iowa personally appeared Jerry Kelley and Mark Ramthun, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk respectively of the City of Indianola, which executed the foregoing instrument to which this is attached, that the seal affixed to it is the seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its Council; and that Jerry Kelley and Mark Ramthun as such officers acknowledged the execution of the instrument to be the voluntary act of the City.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

APPENDIX E

NOTICE OF PUBLIC HEARING

YOU ARE HEREBY NOTIFIED that the City Council of the City of Indianola, Iowa, has under consideration an ordinance designating the entire area within the corporate boundaries of the City of Indianola as an urban revitalization area under Iowa Code Chapter 404.

All qualified real estate within the urban revitalization area would be eligible to receive a partial exemption from taxation based on the actual value added by improvements to the real estate. A proposed plan for the revitalization area is on file in the City Clerk's office in the Indianola Municipal Building. It can be examined during regular office hours.

YOU ARE FURTHER NOTIFIED that this matter has been set down for hearing and consideration at a public hearing on _____, 1998, at 7:00 P.M., in the Council Chambers of the Municipal Building in Indianola, Iowa.

This Notice is published by order of the City Council of the City of Indianola, Iowa.

Mark A. Ramthun, City Clerk

APPENDIX F

ORDINANCE NO. _____

AN ORDINANCE REPEALING ORDINANCE NO. _____
AND DESIGNATING THE ENTIRE AREA WITHIN THE
CORPORATE BOUNDARIES OF THE CITY OF INDIANOLA
AS AN URBAN REVITALIZATION AREA AND ADOPTING
AN URBAN REVITALIZATION PLAN FOR THE AREA.

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

SECTION 1. Ordinance No. _____ and the Urban Revitalization Plan it adopted in it is
hereby repealed.

SECTION 2. The entire area within the corporate boundaries of the City of Indianola, Iowa,
is hereby declared to be an Urban Revitalization Area pursuant to Iowa Code Chapter 404.

SECTION 3. The Urban Revitalization Plan for the City of Indianola, Iowa, on file with
office of the City Clerk is hereby declared to be the Urban Revitalization Plan for the City of
Indianola, Iowa, as designated in Section 2 above.

SECTION 4. Repeal. Any ordinance or parts of ordinances in conflict with this ordinance
are repealed.

SECTION 5. Severability. If any section, provision or part of the Ordinance shall be
adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the
Ordinance as a whole or any section, provision or part of it not adjudged invalid or unconstitutional.

SECTION 6. Effective Date. This ordinance shall take effect from and after its passage
and publication as provided by law.

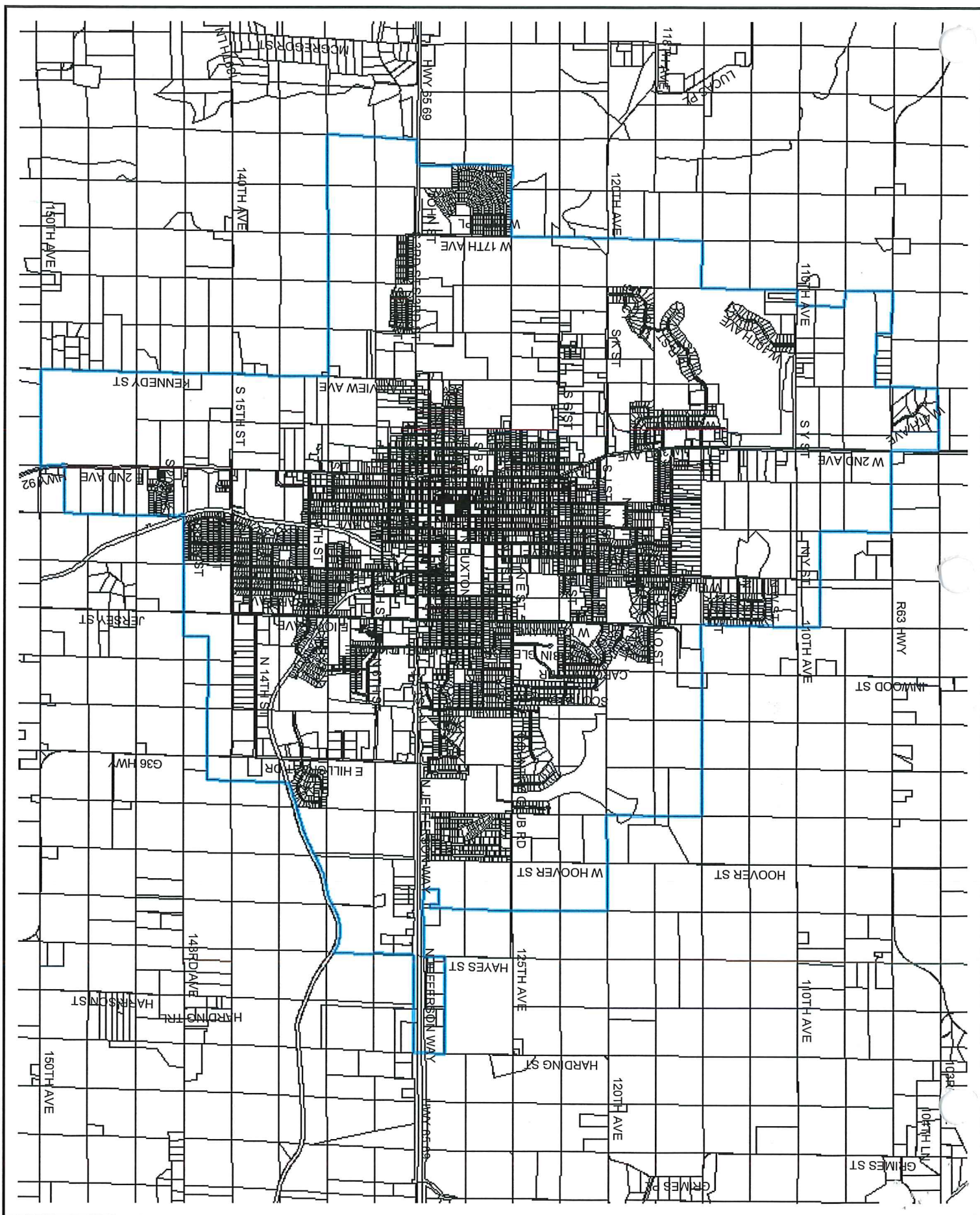
ATTEST:

JERRY KELLEY, Mayor

MARK A. RAMTHUN, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council of the City of Indianola,
Iowa, on _____, 1998, was signed by the Mayor on _____,
1998, and was published in the Record Herald and Indianola Tribune, a newspaper of general
circulation and published in the City of Indianola, Iowa, on _____, 1998.

MARK A. RAMTHUN, City Clerk



Ryan Waller

From: Ryan Waller
Sent: Wednesday, August 22, 2018 3:18 PM
To: 'Steven Richardson'
Cc: Kelly Shaw; Ryan Waller
Subject: RE: Blight in my neighborhood
Attachments: UR Plan 2008.pdf; 20180822100551263.pdf

Hi, Steve.

I hope your day is going well. As promised, attached are the materials from 2009. In addition to the 2009 materials also attached are materials from 2008. The 2008 materials are the main documents that show the requested map. As we have discussed, the Urban Revitalization Plan encompasses the entire community. In 2009, City Council took action to amend the abatement schedule only and did not adjust the boundaries of the map.

Thanks again for the dialogue and for the meeting.

Have a great day!

Ryan

From: Ryan Waller
Sent: Monday, August 20, 2018 11:41 AM
To: 'Steven Richardson' <mustangsoa954@gmail.com>
Cc: Kelly Shaw <kshaw@indianolaiowa.gov>; Ryan Waller <rwaller@indianolaiowa.gov>
Subject: RE: Blight in my neighborhood

Hi, Mr. Richardson.

I hope this finds you well. It was great meeting with you last week. As promised, here is an email that covers the points we discussed.

Attached to this email, please find a copy of the Urban Revitalization Plan. This is the document that was amended via the resolution that was previously provided to you. I believe that this is the best way to be responsive to your inquiries.

Since Ordinance 1130 was adopted May 11, 1998, the Revitalization Area has included the entire area within the corporate boundaries of the City of Indianola, Warren County, Iowa, and those boundaries have expanded with annexation since the adoption of the Original Plan. Appendix A to this Amended and Restated Plan is a map of the current corporate boundaries of the City of Indianola. The Revitalization Area continues to be defined as the entire area within the corporate boundaries of the City, and any property annexed into the City in the future shall automatically be included in the Revitalization Area as of the effective date of such annexation.

The City adopted the 1998 Citywide Urban Revitalization Plan ("Original Plan") in 1998 via resolution on February 2, 1998. The Original Plan described the Urban Revitalization Area ("Area" or "Revitalization Area") as including the "entire area within the corporate boundaries of the City of Indianola . . .", which Area "shall

expand with annexation.” Ordinance No. 1130, adopted May 11, 1998, designated the “entire area within the corporate boundaries of the City of Indianola, Iowa” as the Revitalization Area and declared that the Original Plan was adopted. Since that time, the City has adopted resolutions amending the Original Plan in 2002, 2004, 2006, 2008, 2009, 2012, and 2018.

Although the language in this Amended and Restated Plan modifies sections of the Original Plan, as previously amended, the material changes in this Amended and Restated Plan are the following:

- designates the Area as substantially satisfying Iowa Code Section 404.1(2), in addition to Section 404.1(3-5);
- confirms that the Revitalization Area shall continue to include all annexed areas since the Original Plan was adopted; that future property annexed into the City shall continue to be automatically included within the Area upon the effective date of annexation;
- extends the term of the Amended and Restated Plan;
- prohibits any eligibility for exemptions under this Plan for property located within an Urban Renewal Area without specific approval from the City Council; and
- establishes new exemption schedules for property assessed as commercial, residential or multi-residential.

As we discussed, I am not aware of any studies conducted in the past for previous legislative bodies’ considerations as part of the Urban Revitalization Plan reviews/updates, but will check with some of the staff now that they are back from vacation. We will also get the map from 2009. Regarding the information contained in the blight assessment, as we discussed, the important aspect of that report is that it provided information to the legislative body (for their consideration) regarding the predominance of those characteristics that constitute blight (i.e. deteriorated or deteriorating structures, defective or inadequate street layout, incompatible land use relationships etc). It is also important to note that, moving forward, the assessment will be a good resource for the City (especially staff) as we: conduct our code enforcement activities, review/update our comp plan, review/update our land use regulations, and review/process petitions.

Thank you again for the questions.

Have a great day and safe travels.

Ryan

From: Steven Richardson <mustangsoa954@gmail.com>

Sent: Monday, August 13, 2018 7:43 PM

To: Ryan Waller <rwaller@indianolaiowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiowa.gov>

Subject: Re: Blight in my neighborhood

Thanks Ryan, I certainly hope you are not still on vacation and answering seemingly redundant questions.

It is pretty clear that incompatible land use is the possible reason my lot is in the blighted area. I say possible because I am still trying to find a map that shows my lot in the blighted area.

The map shown on page 12 of the Blight Assessment Report dated November 2017, does not have my lot in the blight area nor does it show what you mention as the blighted area north of me as being in the blighted area. Can you forward

me the map of the area deemed blighted in 2009? I thought in 2008, the change added to the original plan's term and changed the threshold to match state law. In 2009, I thought the change to the plan only added a Sustainable Residential Property exemption schedule. I was on the Council at that time and I certainly do not remember changing the Revitalization Area map, but memories can be tricky things.

I also looked at the November 2017 Report. It mentions incompatible land uses, specifically mentioning the area to the South of me on pages 4 and 5 off the report. I don't see anything mentioned about 6th Street Place and E. Franklin Streets around Dayton Park as being in the blighted area. Can you direct me to where that is in the November 2017 report?

From the other e-mail you answered, and thank you for that, I am to understand the boundaries of the Urban Revitalization Plan were not amended by the Resolution 2018-132, passed this past July? The boundaries are the same as they were in 2009 or earlier and you only amended the taxation schedule for those in the Urban Revitalization Plan Area, correct?

The Heritage Hills plat-is that the land just north of Hillcrest on the west side of 65/69 or the land West beyond the townhomes off of Country Club Road? Glad to see we have someone else opening up some land options.

Thank you for your indulgence.

Steve Richardson

On Mon, Aug 13, 2018 at 7:39 PM Ryan Waller <rwaller@indianolaiowa.gov> wrote:

Mr. Richardson,

Below is the second response that I referenced in my last email. I hope this information helps.

Have a great evening!

Ryan

Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
110 N. 1st Street – Indianola, Iowa 50125

From: Steven Richardson <mustangsoa954@gmail.com>

Date: Aug 12, 2018 at 7:53 PM

To: Ryan Waller <rwaller@indianolaiowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiowa.gov>

Subject: Re: Blight in my neighborhood

Hi Ryan,

You certainly could have waited to answer my e-mail. Vacation and family time is a priority! I am sorry to interrupt.

I did not see this e-mail. Since incompatible land uses are part of the blight mentioned in your resolution, and the changes made to the area then put me a blighted area, correct? **THE BOUNDARIES OF THE URBAN REVITALIZATION PLAN HAVE NOT CHANGED. AS NOTED IN THE LAST EMAIL, YOUR PROPERTY HAS BEEN INCLUDED IN THE URBAN REVITALIZATION PLAN SINCE AT LEAST 2009. THE BLIGHT STUDY HAS CONFIRMED EXISTENCE OF BLIGHT IN AREAS OF THE COMMUNITY. YOUR NEIGHBORHOOD WAS IDENTIFIED BY THE CONSULTANT'S STUDY WHERE INCOMPATIBLE USES CONTRIBUTES TO THEIR FINDING.** I was not in a blighted area in the original Urban Revitalization plan.

Also I forgot to ask one other question. At the bottom of page 3 under the tax chart of the FAQ's it mentions 9 acres. Are those a specific 9 acres and if so where would those 9 acres be? **THIS WAS A RECENTLY APPROVED SUBDIVISION - HERITAGE HILLS NEAR THE INDIANOLA COUNTRY CLUB. THE 9 ACRES WAS SUBDIVIDED INTO 17 LOTS.**

Thanks again and sorry to interrupt your vacation

Steve Richardson

On Fri, Aug 10, 2018 at 5:38 PM Ryan Waller <rwaller@indianolaiowa.gov> wrote:

Good afternoon, Mr. Richardson.

Thank you for your email. I had provided a response on Monday, August 6th at 2:53 pm. In looking at my sent folder it appears to have gone through to you, Mayor Shaw and Finance Director Andy Lent. My apologies if it has not made it through to you.

I'm on vacation and will attempt to resend that message shortly. In that response, as well as the initial response to you it was noted that the consultant that performed the blight study specifically noted incompatibility of land uses (non-residential uses in close proximity to residential uses) as one of the contributing factors in your neighborhood.

The blight study may be found in the agenda packet at the following link at
- http://indianolaiowa.gov/AgendaCenter/ViewFile/Agenda/_11202017-664.

Again, I will resend the August 6th email as soon as possible.

Have a great weekend.

Sincerely,

Ryan

Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
110 N. 1st Street – Indianola, Iowa 50125

On Aug 10, 2018 at 4:45 PM, <[Steven Richardson](#)> wrote:

Hi Ryan,

I thank you for sending me the information on the blighted area near where I live. I did respond and said my home is north of E. Euclid. I also asked at that time what were the determining factors to declare the area in which my home lies a blighted area?

Since I had not received a response from you, I went online and pulled off Section 404.1(2) to see what constitutes blight. Based on that Section of the Code I am hoping you can tell me what specifically, in the section of town in which I live, meets one or more of the definitions of blight. The reason I am so interested in this issue is in discussion with some of my neighbors, if we are in a blighted area by State Code definition, we would like to see what we can do to resolve the blight in our area.

I also understand the City had a blight study done and was completed last fall. Could you forward that study to me as well? I would be happy to pay any copy fees if necessary.

Thank you again.

Steve Richardson
611 N. 6th Street Place
Indianola

Ryan Waller

From: Ryan Waller
Sent: Monday, August 20, 2018 5:24 PM
To: 'Steven Richardson'
Cc: Kelly Shaw
Subject: RE: Blight in my neighborhood

Steve,

Please let your wife know that my wife has also experienced similar date nights! At any rate, thank you for this history. This will be good data to have considered as part of the Comp Plan update and future CIP considerations.

Have a great one!

Ryan

From: Steven Richardson <mustangsoa954@gmail.com>
Sent: Monday, August 20, 2018 3:54 PM
To: Ryan Waller <rwaller@indianolaiaowa.gov>
Cc: Kelly Shaw <kshaw@indianolaiaowa.gov>
Subject: Re: Blight in my neighborhood

Ryan,

Nice meeting you as well and thank you for the taking the time to meet.

After talking with you,

I am curious what happened to the extension of West Boston to Kenwood. My wife and I drove to the end of W. Boston Saturday evening. Great date night, huh? Anyway the lot is still vacant. I did notice the original garage on the 60' wide property on Kenwood was no longer there, which leads me to believe we got that far. I see that resident is using the area as a driveway. The house is a Cape Cod style story and half with dormers.

I also see what you are saying about Cul-de-sacs. We drove to that new street in the new area between South R Street and South K Street. As I mentioned on Friday, when Pete Barry was on the Council he made sure we were all aware of the need to make the radius big enough to allow the largest fire truck to turn around.

Thanks again for the information.

Steve Richardson

On Mon, Aug 20, 2018 at 12:41 PM Ryan Waller <rwaller@indianolaiaowa.gov> wrote:

Hi, Mr. Richardson.

I hope this finds you well. It was great meeting with you last week. As promised, here is an email that covers the points we discussed.

Attached to this email, please find a copy of the Urban Revitalization Plan. This is the document that was amended via the resolution that was previously provided to you. I believe that this is the best way to be responsive to your inquiries.

Since Ordinance 1130 was adopted May 11, 1998, the Revitalization Area has included the entire area within the corporate boundaries of the City of Indianola, Warren County, Iowa, and those boundaries have expanded with annexation since the adoption of the Original Plan. Appendix A to this Amended and Restated Plan is a map of the current corporate boundaries of the City of Indianola. The Revitalization Area continues to be defined as the entire area within the corporate boundaries of the City, and any property annexed into the City in the future shall automatically be included in the Revitalization Area as of the effective date of such annexation.

The City adopted the 1998 Citywide Urban Revitalization Plan ("Original Plan") in 1998 via resolution on February 2, 1998. The Original Plan described the Urban Revitalization Area ("Area" or "Revitalization Area") as including the "entire area within the corporate boundaries of the City of Indianola . . .", which Area "shall expand with annexation." Ordinance No. 1130, adopted May 11, 1998, designated the "entire area within the corporate boundaries of the City of Indianola, Iowa" as the Revitalization Area and declared that the Original Plan was adopted. Since that time, the City has adopted resolutions amending the Original Plan in 2002, 2004, 2006, 2008, 2009, 2012, and 2018.

Although the language in this Amended and Restated Plan modifies sections of the Original Plan, as previously amended, the material changes in this Amended and Restated Plan are the following:

- designates the Area as substantially satisfying Iowa Code Section 404.1(2), in addition to Section 404.1(3-5);
- confirms that the Revitalization Area shall continue to include all annexed areas since the Original Plan was adopted; that future property annexed into the City shall continue to be automatically included within the Area upon the effective date of annexation;
- extends the term of the Amended and Restated Plan;
- prohibits any eligibility for exemptions under this Plan for property located within an Urban Renewal Area without specific approval from the City Council; and
- establishes new exemption schedules for property assessed as commercial, residential or multi-residential.

As we discussed, I am not aware of any studies conducted in the past for previous legislative bodies' considerations as part of the Urban Revitalization Plan reviews/updates, but will check with some of the staff now that they are back from vacation. We will also get the map from 2009. Regarding the information contained in the blight assessment, as we discussed, the important aspect of that report is that it provided

information to the legislative body (for their consideration) regarding the predominance of those characteristics that constitute blight (i.e. deteriorated or deteriorating structures, defective or inadequate street layout, incompatible land use relationships etc). It is also important to note that, moving forward, the assessment will be a good resource for the City (especially staff) as we: conduct our code enforcement activities, review/update our comp plan, review/update our land use regulations, and review/process petitions.

Thank you again for the questions.

Have a great day and safe travels.

Ryan

From: Steven Richardson <mustangsoa954@gmail.com>

Sent: Monday, August 13, 2018 7:43 PM

To: Ryan Waller <rwaller@indianolaiaowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiaowa.gov>

Subject: Re: Blight in my neighborhood

Thanks Ryan, I certainly hope you are not still on vacation and answering seemingly redundant questions.

It is pretty clear that incompatible land use is the possible reason my lot is in the blighted area. I say possible because I am still trying to find a map that shows my lot in the blighted area.

The map shown on page 12 of the Blight Assessment Report dated November 2017, does not have my lot in the blight area nor does it show what you mention as the blighted area north of me as being in the blighted area. Can you forward me the map of the area deemed blighted in 2009? I thought in 2008, the change added to the original plan's term and changed the threshold to match state law. In 2009, I thought the change to the plan only added a Sustainable Residential Property exemption schedule. I was on the Council at that time and I certainly do not remember changing the Revitalization Area map, but memories can be tricky things.

I also looked at the November 2017 Report. It mentions incompatible land uses, specifically mentioning the area to the South of me on pages 4 and 5 off the report. I don't see anything mentioned about 6th Street Place and E. Franklin Streets around Dayton Park as being in the blighted area. Can you direct me to where that is in the November 2017 report?

From the other e-mail you answered, and thank you for that, I am to understand the boundaries of the Urban Revitalization Plan were not amended by the Resolution 2018-132, passed this past July? The boundaries are the same as they were in 2009 or earlier and you only amended the taxation schedule for those in the Urban Revitalization Plan Area, correct?

The Heritage Hills plat-is that the land just north of Hillcrest on the west side of 65/69 or the land West beyond the townhomes off of Country Club Road? Glad to see we have someone else opening up some land options.

Thank you for your indulgence.

Steve Richardson

On Mon, Aug 13, 2018 at 7:39 PM Ryan Waller <rwaller@indianolaiaowa.gov> wrote:

Mr. Richardson,

Below is the second response that I referenced in my last email. I hope this information helps.

Have a great evening!

Ryan

Ryan J. Waller

City Manager

rwaller@indianolaiaowa.gov

p: [515.962.5274](tel:515.962.5274)

110 N. 1st Street – Indianola, Iowa 50125

From: Steven Richardson <mustangsoa954@gmail.com>

Date: Aug 12, 2018 at 7:53 PM

To: Ryan Waller <rwaller@indianolaiowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiowa.gov>

Subject: Re: Blight in my neighborhood

Hi Ryan,

You certainly could have waited to answer my e-mail. Vacation and family time is a priority! I am sorry to interrupt.

I did not see this e-mail. Since incompatible land uses are part of the blight mentioned in your resolution, and the changes made to the area then put me a blighted area, correct? **THE BOUNDARIES OF THE URBAN REVITALIZATION PLAN HAVE NOT CHANGED. AS NOTED IN THE LAST EMAIL, YOUR PROPERTY HAS BEEN INCLUDED IN THE URBAN REVITALIZATION PLAN SINCE AT LEAST 2009. THE BLIGHT STUDY HAS CONFIRMED EXISTENCE OF BLIGHT IN AREAS OF THE COMMUNITY. YOUR NEIGHBORHOOD WAS IDENTIFIED BY THE CONSULTANT'S STUDY WHERE INCOMPATIBLE USES CONTRIBUTES TO THEIR FINDING.** I was not in a blighted area in the original Urban Revitalization plan.

Also I forgot to ask one other question. At the bottom of page 3 under the tax chart of the FAQ's it mentions 9 acres. Are those a specific 9 acres and if so where would those 9 acres be? **THIS WAS A RECENTLY APPROVED SUBDIVISION - HERITAGE HILLS NEAR THE INDIANOLA COUNTRY CLUB. THE 9 ACRES WAS SUBDIVIDED INTO 17 LOTS.**

Thanks again and sorry to interrupt your vacation

Steve Richardson

On Fri, Aug 10, 2018 at 5:38 PM Ryan Waller <rwaller@indianolaiowa.gov> wrote:

Good afternoon, Mr. Richardson.

Thank you for your email. I had provided a response on Monday, August 6th at 2:53 pm. In looking at my sent folder it appears to have gone through to you, Mayor Shaw and Finance Director Andy Lent. My apologies if it has not made it through to you.

I'm on vacation and will attempt to resend that message shortly. In that response, as well as the initial response to you it was noted that the consultant that performed the blight study specifically noted incompatibility of land uses (non-residential uses in close proximity to residential uses) as one of the contributing factors in your neighborhood.

The blight study may be found in the agenda packet at the following link at
- http://indianolaiowa.gov/AgendaCenter/ViewFile/Agenda/_11202017-664.

Again, I will resend the August 6th email as soon as possible.

Have a great weekend.

Sincerely,

Ryan

Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: [515.962.5274](tel:515.962.5274)

110 N. 1st Street – Indianola, Iowa 50125

On Aug 10, 2018 at 4:45 PM, <[Steven Richardson](#)> wrote:

Hi Ryan,

I thank you for sending me the information on the blighted area near where I live. I did respond and said my home is north of E. Euclid. I also asked at that time what were the determining factors to declare the area in which my home lies a blighted area?

Since I had not received a response from you, I went online and pulled off Section 404.1(2) to see what constitutes blight. Based on that Section of the Code I am hoping you can tell me what specifically, in the section of town in which I live, meets one or more of the definitions of blight. The reason I am so interested in this issue is in discussion with some of my neighbors, if we are in a blighted area by State Code definition, we would like to see what we can do to resolve the blight in our area.

I also understand the City had a blight study done and was completed last fall. Could you forward that study to me as well? I would be happy to pay any copy fees if necessary.

Thank you again.

Steve Richardson

611 N. 6th Street Place

Indianola

Ryan Waller

From: Ryan Waller
Sent: Tuesday, August 21, 2018 12:44 PM
To: 'Fred'
Cc: Kelly Shaw
Subject: RE: inspections

Hi, Fred.

Thanks for the inquiry. The final inspections are handled by the CD staff. When you are ready for the final inspections or if you have any other permitting questions, please call the Community Development Department at 961-9430.

Thanks again for the questions.

Have a great day!

Ryan

From: Fred <fred@autumnridgedevlopment.com>
Sent: Monday, August 20, 2018 2:03 PM
To: Ryan Waller <rwaller@indianolaiowa.gov>
Cc: Kelly Shaw <kshaw@indianolaiowa.gov>
Subject: Re: inspections

Ryan,

There are a few errors in your Email. 1502 W. Kentucky has had the rough-in inspection completed but no final inspection yet. There are also Units 46 & 47 at 400 S. 8th that have also had the Rough-in inspections completed but not the finals.

Thanks for your time,

Fred

On Aug 20, 2018, at 10:54 AM, Ryan Waller <rwaller@indianolaiowa.gov> wrote:

Hi, Fred.

I hope you had a great weekend. Thank you for clarifying your original question. Here is what we have on file for your development:

- Permit # 57 1502 E Kentucky (New Residential) – This building permit has already been issued an electrical permit. Our records indicate that electric has been inspected and permanent electric was set up the first week of August. There is nothing further to do with electrical.
- Permit # 74 1201 N Ct. (New Residential) - This building permit does not show an electrical permit being issued for the site as of yet. Accordingly, when ready the subcontractors will need to call and schedule with the State.
- Permit # 97 400 S 8th Street (Finished Basement) – This building permit does not show an electrical permit being issued for the site as of yet. Accordingly, when ready the subcontractors will need to call and schedule with the State.

If there is anything we are missing, please let us know. Thanks again for clarifying.

Have a great day.

Ryan

From: Fred <fred@autumnridgedevelopment.com>

Sent: Sunday, August 19, 2018 9:18 AM

To: Ryan Waller <rwaller@indianolaiaowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiaowa.gov>

Subject: Re: inspections

Hi Ryan;

Obviously we are not on the same page, I am talking about Inspections I am not talking about the new Building Permit application process. I am referring to existing Electrical permits already issued by the City, but have yet to have all Electrical inspections completed. Those existing Electrical permits have already been pulled and paid for by the Electrical Contractor. When the time comes for either the Rough-in Electrical inspection or the Final Electrical inspection on those existing permits, its my understanding, that the State will charge an additional fee over and above the (already paid) City fee to perform those Inspections. So to clarify, onexisting Permits only, If the State charges an additional fee for Inspections who pays for it?

Fred

On Aug 17, 2018, at 3:55 PM, Ryan Waller <rwaller@indianolaiaowa.gov> wrote:

Hi, Fred.

Thanks for the email. All of this was reviewed with Rich Parker and other members of our staff. The electrical permit is a separate application. The fees for the State, like the City's, are based on various components that are being installed and inspected. Based on what we heard from local electrical contractors and in speaking with staff from the State (giving examples of typical installs and inspections), the permitting and inspection costs are relatively consistent. You are always welcome to request a fee waiver from the Council if you feel one is warranted.

Have a great day.

Ryan

From: Fred <fred@autumnridgedevelopment.com>

Sent: Friday, August 17, 2018 3:28 PM

To: Ryan Waller <rwaller@indianolaiaowa.gov>

Cc: Kelly Shaw <kshaw@indianolaiaowa.gov>

Subject: Re: inspections

Ryan

That is wrong, the electrical contractor, as well as all subs, get their inspections from the City (I.E. Rich Parker). For the areas that do not have a City inspector, the State provides Electrical inspections at a additional cost of approx. \$1,000 over and above the Permit fee. Our Building permit with the City Includes electrical inspections, it always has. Indianola's permit fees are already among the Highest in the Metro area. We expect any additional fees incurred, because of Indianola's lack of the proper Personnel, will be paid by the City.

Fred

On Aug 17, 2018, at 1:34 PM, Ryan Waller <rwaller@indianolaiowa.gov> wrote:

Hi, Fred.

It is my understanding from the staff that the electrical subs have always paid for that cost. Instead of paying the City they will now be paying the state until we fill the position.

Ryan

From: Fred <fred@autumnridgedevlopment.com>

Sent: Friday, August 17, 2018 1:24 PM

To: Ryan Waller <rwaller@indianolaiowa.gov>

Subject: Re: inspections

Ryan

Who will be paying the State Inspection cost?

Fred

On Aug 17, 2018, at 1:15 PM, Ryan Waller <rwaller@indianolaiowa.gov> wrote:

Hi, Fred.

I hope this finds you well. I am following up on your inquiry below.

During this transition period all you will need to do is continue to call our community development department to schedule inspections. We have secured the temporary services of David Churchill to assist in the area of plan reviews and inspections. David worked for a number of years in a similar capacity for the City of Clive. He will be spending time in the office in order to accommodate any walk-in visits from customers. The State will be performing the electrical inspections. For the subdivisions, site

plans and stormwater, Snyder and Associates will continue to perform these reviews.

Thanks again.

Have a great weekend.

Ryan

From: Ryan Waller
Sent: Friday, August 10, 2018 8:15 AM
To: Fred <fred@autumnridgedevelopment.com>
Cc: Kelly Shaw <kshaw@indianolaiowa.gov>; Ryan Dowie <r.dowie@mchsi.com>
Subject: Re: inspections

Hi Fred.

Thanks for the inquiry. The development team is currently putting together a listing of responsibilities during the transition. Once that is set we will be communicating that out. We anticipate having this in place prior to Rich's last day.

Have a great one!

Ryan

Ryan J. Waller
City Manager
rwaller@indianolaiowa.gov
p: [515.962.5274](tel:515.962.5274)
[110 N. 1st Street – Indianola, Iowa 50125](#)

On Aug 10, 2018 at 7:13 AM, <[Fred](#)> wrote:

Ryan;

Its my understanding that Rich Parker has resigned effective 8/17/18. Currently we have 6 homes under construction, what is the City's plan for Inspections?

Thanks

Fred

Prepared by and return to: John R. Hoyman, 205 N Buxton, Indianola, IA 50125 (515)961-3705

RESOLUTION NO. 12.09

**RESOLUTION AMENDING THE CITYWIDE
URBAN REVITALIZATION PLAN**

WHEREAS, the City of Indianola deems it necessary to amend the Citywide Urban Revitalization Plan by creating a Standard Residential Property four-year tax abatement and a Sustainable Residential Property five-year tax abatement.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council as follows:

1. Amendment. Paragraph H. regarding Tax Exemption Schedules in the project information of the Urban Revitalization Plan is hereby amended to read as follows:

1. Standard Residential Property – Three Year Schedule

Each residential property owner may implement this plan upon application and approval by the Indianola City Council as follows:

All qualified residential real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements for a period of 3 years.

Notwithstanding the schedules provided for in Iowa Code Section 404.3, all qualified real estate assessed as residential property in an area designated under Iowa Code Section 404.1, subsection 5, is eligible to receive an exemption from taxation on the first seventy-five thousand dollars of actual value added by the improvements. The exemption under this plan is for a period of three years.

In order to qualify for tax exemption, improvements to residential real estate located within the District must increase the actual value of the property, other than land, by at least 10%. Qualified residential real estate also means land upon which no structure existed at the start of the new construction, which is located in the designated revitalization area and upon which new construction has been added during the time so designated. "Improvements" include rehabilitation and additions to the existing structures as well as new construction on vacant land or on land with existing structures.

2. Sustainable Residential Property – Five Year Schedule

Each residential property owner may implement this plan upon application and approval by the Indianola City Council as follows:

All qualified residential real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements for a period of 5 years.

Notwithstanding the schedules provided for in Iowa Code Section 404.3, all qualified real estate assessed as residential property in an area designated under Iowa Code Section 404.1, subsection 5, is eligible to receive an exemption from taxation on the first seventy-five thousand dollars of actual value added by the improvements. The exemption under this plan is for a period of five years.

In order to qualify for tax exemption, improvements to residential real estate located within the District must increase the actual value of the property, other than land, by at least 10%. Qualified residential real estate also means land upon which no structure existed at the start of the new construction, which is located in the designated revitalization area and upon which new construction has been added during the time so designated. "Improvements" include rehabilitation and additions to the existing structures as well as new construction on vacant land or on land with existing structures.

Sustainable residential property tax abatement must qualify as follows: Prior to awarding the five-year tax abatement incentive, the owner, builder or developer must complete and submit a sustainable residential property tax abatement application to the Department of Community Development. The Director of Community Development, or a designee, shall approve each application after inspection for compliance. The standard for a sustainable residential home is one that has, at a minimum, the total sustainable effect of A-G below. The minimum standards described in A-G below are guidelines and not rigid requirements. It is inevitable that new products, technologies and applications will come into the housing industry that might render items A-G below to be obsolete or incompatible with each other. The Director shall grant approval of applications that fulfill the cumulative effect of A-G, even though exact compliance is not attained with each item described in A-G.

- A. Insulation – Sidewalls shall have a minimum insulation rating of R-15 in all sidewalls including exterior basement walls. Attic spaces shall have a minimum rating of R-44.
- B. Roofing – A minimum of a 40-year shingle rating containing 25% recycled material.
- C. Windows – All enhanced exterior windows shall have a minimum U factor of .31 or less or Low E glass.
- D. H.V.A.C. – Heating systems must have a minimum of a 90% efficiency rating and a programmable Energy Star thermostat. Energy Star air conditioner with a minimum SEER rating of 14. Tape and seal all ductwork. Insulate all ductwork in unconditioned spaces.
- E. Appliances – All fixed appliances must have Energy Star rating.
- F. Plumbing Fixtures – Install Energy Star labeled fixtures in all bathrooms and kitchen: faucets 2.0 GPM, showers 2.0 GPM, water closets 1.3 GPF or dual flush. Energy Star rated hot water heater. Insulate all hot water piping with a minimum R-4 insulation.
- G. Plantings – Install a minimum of four trees and six shrubs per 10,000 square feet of lot area up to 30,000 square feet. Consideration shall be given to strategic placement of trees and shrubs for the purpose of reducing wind and sun exposure to the dwelling.

3. Commercial Property

Each commercial property owner may implement this plan upon application and approval by the Indianola City Council as follows:

All qualified commercial real estate is eligible to receive a partial exemption from taxation on the actual value added by the improvements for a period of 4 years. The amount of partial exemption is equal to a percent of the actual value added by the improvements determined as follows:

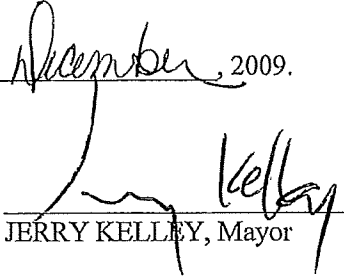
<u>Year of Schedule</u>	<u>% of New Taxes Abated</u>
1	80%
2	60%
3	40%
4	20%

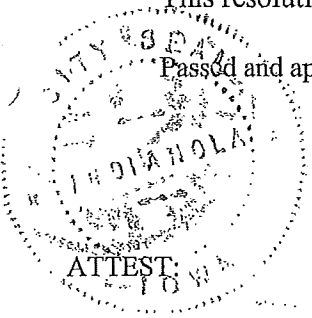
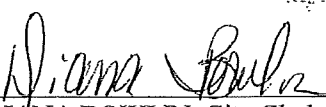
The exemption under this plan is for a period of four years.

In order to qualify for tax exemption, improvements to commercial real estate located within the District must increase the actual value of the property, other than land, by at least 10%. Qualified commercial real estate also means land upon which no structure existed at the start of the new construction, which is located in the designated revitalization area and upon which new construction has been added during the time so designated. "Improvements" include rehabilitation and additions to the existing structures as well as new construction on vacant land or on land with existing structures.

This resolution shall take effective January 1, 2010.

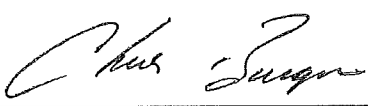
Passed and approved at Indianola, Iowa this 7 day of December, 2009.

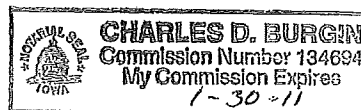

JERRY KELLEY, Mayor



DIANA BOWLIN, City Clerk

STATE OF IOWA, WARREN COUNTY, SS:

On this 7th day of December, 2009, before me, the undersigned, a Notary Public in the State of Iowa personally appeared Jerry Kelley and Diana Bowlin, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk respectively of the City of Indianola, which executed the foregoing instrument to which this is attached, that the seal affixed to it is the seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its Council; and that Jerry Kelley and Diana Bowlin as such officers acknowledged the execution of the instrument to be the voluntary act of the City.


NOTARY PUBLIC IN AND FOR THE STATE OF IOWA



Assessor 12.23.09

WARREN COUNTY, IOWA
FILED FOR RECORD

09 DEC 16 AM 11:21

BOOK 2009 PAGE 11223
POLLY J. GLASCOCK, RECORDER

DEPUTY

Form Title 371 TE
Recorder's Cover Sheet

Resolution

24th

09

Preparer Information:

John R. Hoyman, 205 N. Buxton, Box 448, Indianola, Iowa 50125 (515) 961-3705

enw / Return Address:

City of Indianola, 110 N. 1st, PO Box 299, Indianola, Iowa 50125

Grantors:

N/A

Grantees:

N/A

Legal Description:

N/A

September 4, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications-The Zoo
- Salaries
- Final consideration of a noise ordinance
- Final consideration of an amendment to Chapter 94 Time of Sale Inspection
- Second consideration to amend Chapter 165
- Public hearing and first consideration for a request from Kacee West to include “athletic training facility” under M-2 (general industrial) zoning regulations as a permitted principal use
- Plainview & McCord Power and Controls Improvement Project
 - Public hearing on plans, specs, form of contract and estimate of cost
 - Resolution approving plans, specs, form of contract and estimate of cost
 - Resolution awarding construction contract
 - Resolution approving construction contract and bond
- City Manager’s Report
- Public hearing to approve and authorize the sale of real property for development located at 506 W. 2nd
 - Resolution making the final determination on potential sale of interest in real property and approving and authorizing execution of a Development Agreement by and between the City of Indianola and JK Management LLC DBA Kappelman Appliance
- IDOT Street Finance Report
- First consideration to amend the recycling ordinance
- Change order #1 for the 2018 Capital Street Improvements

September 17, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- Salaries
- Final consideration to amend Chapter 165
- Second consideration for a request from Kacee West to include “athletic training facility” under M-2 (general industrial) zoning regulations as a permitted principal use
- Report from Mike Maloney, DA Davidson, regarding sanitary sewer financing
- TSF Project for battery backups in traffic control cabinets
- City Manager’s Report
- Second consideration to amend the recycling ordinance

September 17, 2018
Draft Council Study Agenda

Meeting Date: 09/04/2018

Subject

Enter into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.
