



CITY OF INDIANOLA COUNCIL MEETING

September 17, 2018

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Meritorious Awards to Sergeant Rick Largesse and Police Officer Devin Thomas
6. Proclamation and meritorious performance award to Police Officers Devan Wicks and Brian Stern
7. Consent
 - A. Approval of agenda
 - B. September 4, 2018 Minutes
 - C. Applications
 1. A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Los Padrinos LLC dba El Padrino Mexican Restaurant - 200 S. Jefferson
 2. A renewal Class "B" Wine, Class "C" Beer and Class "E" Liquor License for Fareway Stores - 1309 W. 2nd
 3. A renewal Class "C" Beer permit and Sunday Sales Privilege for Casey's - 607 N. Jefferson
 4. A renewal Class "B" Wine Permit and Special Class "C" Liquor License for The Local Vine - 126 W. Ashland
 5. A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Saint Thomas Aquinas Church - 210 R63 Hwy
 - D. Resolution setting October 1, 2018 as a public hearing for complaints filed on tobacco sales permit violations

- E.** Second 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)
 - F.** Final consideration of an ordinance amending the Indianola Municipal Code Chapter 165, Zoning, by adding reference to Builders Board of Appeals
 - G.** Resolution approving a one-year extension to the Janitorial Contract with Dust Pros
 - H.** Street usage request from the Indianola High School for the Homecoming Parade on September 27, 2018 from 5:30 p.m. to 7:30 p.m. - will start at Irving School and go east on Clinton, south on Buxton, east on Ashland, south on Howard, west on West Salem and north on "F" Street
 - I.** Street closure request from the Crimson Anchor & Unique Decor on September 29, 2018 from noon to 5:00 p.m. - requesting to close West Salem Avenue from "B" Street east to in front of their business
 - J.** Claims on the computer printout for September 17, 2018 and the August 2018 receipts report
- 8.** July 2018 City Treasurer's Report - Doug Shull
- 9.** Council Reports
 - A.** Report from Mike Maloney, DA Davidson, regarding sanitary sewer financing and approval of engagement letter with DA Davidson for new WWTP Financing
 - B.** Consider nominations to the Planning and Zoning Commission
 - C.** Consider nominations to the WCEDC Board
- 10.** Mayor's Report - Kelly B. Shaw
 - A.** Proclamation for The International Day of Peace
 - B.** Metro Advisory - Mayor Kelly B. Shaw
 - C.** Community Update
- 11.** Public Consideration
 - A.** Old Business
 - 1.** Receipt and filing of a report concerning a stop sign request in the vicinity of the West 14th neighborhood
 - 2.** Second consideration of an ordinance amending the recycling rates and consideration of a suspension of the rules to approve an ordinance amending the recycling rates effective October 1, 2018
 - 3.** Resolution approving the contract and bond for the Plainview and McCord Power and Control Project

4. Fixed Film Reactor ByPass Project

- a.** Change order number one in an amount of (-\$4,000.00) for the Fixed Film Reactor ByPass Project - revised contract amount \$50,310
- b.** Resolution accepting the project and authorize retainage of \$2,515.51 in 30 days

B. New Business

- 1.** First consideration of an ordinance amending the City's floodplain regulation
- 2.** Resolution authorizing a Host Agency Agreement with National Able Network for Senior Community Service Employment Program
- 3.** Resolution approving the purchase of a severe weather notification siren in an amount of \$20,832.50 from Frontline Warning Systems
- 4.** Resolution suspending enforcement of Indianola Code 47.01(11) regarding sale/consumption of alcohol and Indianola Code 122.22 regarding food trucks in city parks for the Farmer Chapel United Methodist Beer & Hymns event at Buxton Park on October 20, 2018
 - a.** A new Class "B" Beer Permit and Outdoor Area for The Zoo - 210 W. Girard (Buxton Park) on October 20, 2018
- 5.** Resolution approving salaries

12. Other Business

- A.** City Manager's Report - Ryan Waller
 - * Receipt and file correspondence from August 31 and September 7, 2018
- B.** Consider motion to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property
- C.** 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.

13. Adjourn

Meeting Date: 09/17/2018

Information

Subject

Meritorious Awards to Sergeant Rick Largesse and Police Officer Devin Thomas

Information

Sergeant Rick Largesse and Police Officer Devin Thomas are recommended for a Merit Award. Merit awards are defined as "performance exceeding job requirements in one or more segments of the job over an extended period of time."

In your packet is the nomination form Dave Button, Police Chief, recommending these employees with a merit award for outstanding commitment to providing the best service to the public. Sergeant Largesse and Police Officer Thomas filmed a music video as part of a national wide police lip sync challenge. On July 17, IPD posted a video on the Police Department Facebook, reposted by KCCI TV and was viewed more than 3.5 million times. The Indianola Police Department as well as the community of Indianola were often praised by those commenting on the video.

This is not the first time these two officers have presented our department and community in the positive light. Earlier this spring, the two of them were captured on video playing a pick-up game of basketball with Simpson College students in the middle of the night. This video also was viewed extensively and positively.

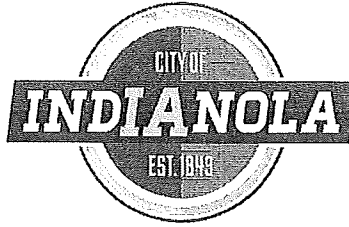
These two officers took it upon themselves, during their off-duty time, to go beyond their normal job duties and responsibilities to produce a fun, meaningful and well received video.

Each employee will receive \$100.

Fiscal Impact

Attachments

Meritorious Award Largesse & Thomas



MERITORIOUS PERFORMANCE AWARD

A Meritorious Performance Award is granted for performance exceeding job requirements in one or more segments of the job over an extended period. The award also covers special acts or services of a one-time occurrence with or related to official employment. Examples include:

- Performance overcoming unusual difficulties.
- Performance resulting in significant economies or other highly desirable benefits.
- Exemplary handling of an emergency situation.
- On-going exemplary customer service, to be used as a role model throughout the organization.

The Meritorious Performance Award amount is \$100 to an individual. If a group of employees are being recognized, the total award may be more than \$100. In this case, each individual award shall be not less than \$15 or more than \$100. Awards shall also include a signed appreciation certificate.

Recipient Employee Name: Sgt Rick Largesse Employee's Department: IPD

Nominating Parties Name: Chief Dave Button Nominating Parties Dept: IPD

Reason for Award:

On July 17, IPD posted a video on our Facebook page featuring Sgt Largesse and Officer Devin Thomas. They had filmed a music video as part of a nationwide police lip sync challenge. The video was reposted by KCCI TV and was viewed more than 3.5 million times. Not only was the video highly successful, the song the officers chose, Michael Jackson's "Black or White," was timely and relevant. The Indianola Police Department as well as the community of Indianola were often praised by those commenting on the video.

This is not the first time these two officers have presented our department and community in a positive light. Earlier this spring, the two of them were captured on video playing a pick-up game of basketball with Simpson College students in the middle of the night. This video also was viewed extensively and positively. Sgt Largesse was even interviewed about the video by a television station in Phoenix, Arizona.

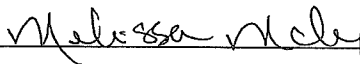
IPD works hard at community policing and projecting a positive image throughout the community. These two officers took it upon themselves, during their off-duty time, to go beyond their normal job duties and responsibilities to produce a fun, meaningful, and well-received video. It would be difficult to calculate the amount of good will their video produced for our community, yet it is safe to say that it would be substantial and beneficial to our town.

I am proud of their efforts, and am pleased to nominate Sgt Rick Largesse and Officer Devin Thomas for a Meritorious Performance award.

Award Amount - \$100.00

Department Head Signature: 

Date: 8/6/18

Human Resources Director: 

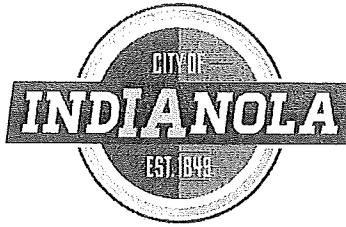
Date: 8/6/18

City Manager Approval: 

Date: _____

City Council Approval: _____

Date: _____



MERITORIOUS PERFORMANCE AWARD

A Meritorious Performance Award is granted for performance exceeding job requirements in one or more segments of the job over an extended period. The award also covers special acts or services of a one-time occurrence with or related to official employment. Examples include:

- Performance overcoming unusual difficulties.
- Performance resulting in significant economies or other highly desirable benefits.
- Exemplary handling of an emergency situation.
- On-going exemplary customer service, to be used as a role model throughout the organization.

The Meritorious Performance Award amount is \$100 to an individual. If a group of employees are being recognized, the total award may be more than \$100. In this case, each individual award shall be not less than \$15 or more than \$100. Awards shall also include a signed appreciation certificate.

Recipient Employee Name: Officer Devin Thomas Employee's Department: IPD

Nominating Parties Name: Chief Dave Button Nominating Parties Dept: IPD

Reason for Award:

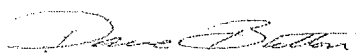
On July 17, IPD posted a video on our Facebook page featuring Officer Devin Thomas and Sgt Largesse. They had filmed a music video as part of a nationwide police lip sync challenge. The video was reposted by KCCI TV and was viewed more than 3.5 million times. Not only was the video highly successful, the song the officers chose, Michael Jackson's "Black or White," was timely and relevant. The Indianola Police Department as well as the community of Indianola were often praised by those commenting on the video.

This is not the first time these two officers have presented our department and community in a positive light. Earlier this spring, the two of them were captured on video playing a pick-up game of basketball with Simpson College students in the middle of the night. This video also was viewed extensively and positively. Sgt Largesse was even interviewed about the video by a television station in Phoenix, Arizona.

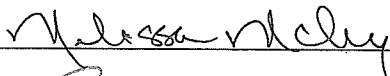
IPD works hard at community policing and projecting a positive image throughout the community. These two officers took it upon themselves, during their off-duty time, to go beyond their normal job duties and responsibilities to produce a fun, meaningful, and well-received video. It would be difficult to calculate the amount of good will their video produced for our community, yet it is safe to say that it would be substantial and beneficial to our town.

I am proud of their efforts and am pleased to nominate Officer Devin Thomas and Sgt Largesse for a Meritorious Performance award.

Award Amount - \$100.00

Department Head Signature: 

Date: 8/6/18

Human Resources Director: 

Date: 8/6/18

City Manager Approval: 

Date: _____

City Council Approval: _____

Date: _____

Meeting Date: 09/17/2018

Information

Subject

Proclamation and meritorious performance award to Police Officers Devan Wicks and Brian Stern

Information

Mayor Shaw will present a proclamation and meritorious performance award to Police Officers Devan Wicks and Brian Stern. Merit awards are defined as "performance exceeding job requirements in one or more segments of the job over an extended period of time."

In your packet is the nomination form Dave Button, Police Chief, recommending these employees with a merit award for outstanding commitment to providing the best service to the public. Police Officers Wicks and Stern used their discretionary authority, derived from your standard administrative direction, to leave their normal patrol duties and responded to a 911 call. That decision, their timely arrival and the professional medical care they provided until the EMT unit arrived, directly resulted in saving a life. Without their actions and competent follow up aid, the patient would not have survived the incident.

Their action placed the City of Indianola Police Department in the spotlight and reflect positively on the City of Indianola Police Department.

Each employee will receive \$100.

Fiscal Impact

Attachments

Proclamation

Meritorious Award Wick & Stern



— OFFICE OF THE MAYOR —

**PROCLAMATION
RECOGNIZING POLICE OFFICERS
DEVAN WICKS AND BRIAN STERN**

WHEREAS, Police Officers Devan Wicks and Brian Stern are employed by the City of Indianola Iowa Police Department, and

WHEREAS, on December 31, 2017 a 911 call was received; and

WHEREAS; Police Officer Wicks and Stern used their discretionary authority, derived from your standard administrative direction, to leave their normal patrol duties and responded to the 911 call; and

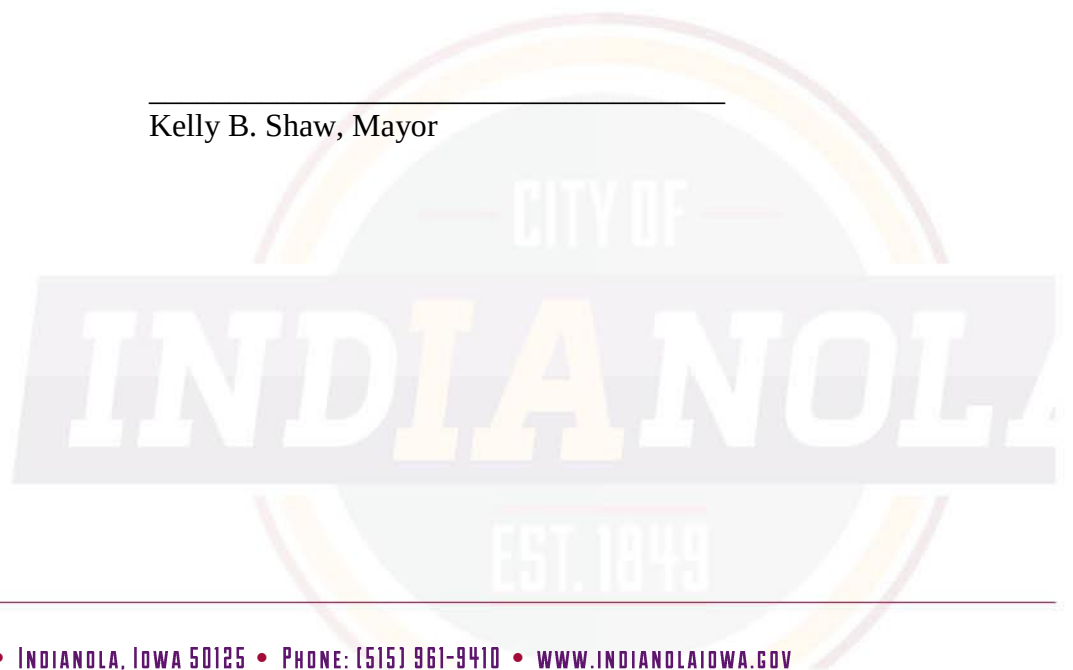
WHEREAS, due to their rapid response and recognition of the patient's condition they were able to initiate life saving measures which directly resulted in saving a life; and

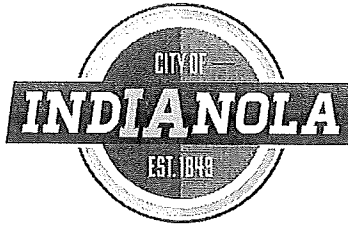
WHEREAS, it is actions such as this that place the City of Indianola Police Department in the spotlight and reflect positively on the City of Indianola Police Department.

NOW THEREFORE, be it proclaimed by the Mayor and City Council of the City of Indianola, recognizes Police Officers Devan Wicks and Brian Stern for their dedication to their profession and going beyond the call of duty that resulted in a life saved.

In witness whereof, I have hereunto set my hand and cause the seal of the City of Indianola, Iowa, to be affixed this 17th day of September, 2018.

Kelly B. Shaw, Mayor





MERITORIOUS PERFORMANCE AWARD

A Meritorious Performance Award is granted for performance exceeding job requirements in one or more segments of the job over an extended period. The award also covers special acts or services of a one-time occurrence with or related to official employment. Examples include:

- Performance overcoming unusual difficulties.
- Performance resulting in significant economies or other highly desirable benefits.
- Exemplary handling of an emergency situation.
- On-going exemplary customer service, to be used as a role model throughout the organization.

The Meritorious Performance Award amount is \$100 to an individual. If a group of employees are being recognized, the total award may be more than \$100. In this case, each individual award shall be not less than \$15 or more than \$100. Awards shall also include a signed appreciation certificate.

Recipient Employee Name: Devan Wicks Employee's Department: IPD

Nominating Parties Name: Chief Dave Button Nominating Parties Dept: IPD

Reason for Award: The following reasoning for the award was provided by Rick McGeough:

I am confident you remember our discussion about two officers on your staff responding to a 911 call my wife made on December 31st 2017. I experienced a blood clot that broke free from my left leg and lodged between my heart and lungs. Without any warning my body shut down and I basically died on my feet. I hit the floor and was unresponsive.

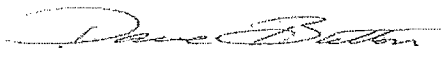
When my wife contacted the emergency dispatcher she was informed the EMT unit was on another call. It would be necessary to activate the voluntary backup EMT unit. Officer Brian Stern and Officer Devan Wicks were on patrol when the call came in. They heard the radio traffic and quickly determined they could respond and arrive on scene quicker than the EMT unit. They used their discretionary authority, derived from your standard administrative direction, to leave their normal patrol duties and respond to my wife's emergency call. That decision, their timely arrival and the professional medical care they provided until the EMT unit arrived, directly resulted in saving my life. Without their actions and competent follow up aid, I would not have survived the incident.

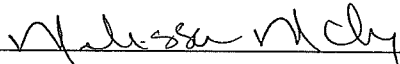
I spent four days in the ICU at Mercy Hospital and was informed by the Doctor that only one in ten people experiencing what I did survive the experience. The nurses constantly referred to me as their miracle patient. I

am fortunate to have another chance to pursue my life and interests. I know I owe a huge debt of gratitude to Officers Stern and Wicks and the other members of Warren County's emergency responders.

I hope you can use this information to obtain life saving awards for officers Stern and Wicks. They are very deserving of such recognition. If you need any additional information from me to facilitate obtaining the award, feel free to contact me. Thank you for your consideration regarding this request.

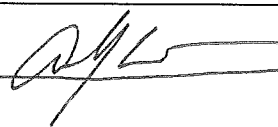
Award Amount: \$100

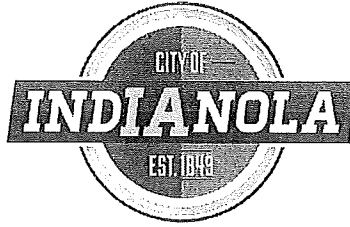
Department Head Signature:  Date: 9/6/18

Human Resources Director:  Date: 9/6/18

City Manager Approval:  Date: 9/6/18

City Council Approval: _____ Date: _____

FINANCE :  DATE: 9/6/18



MERITORIOUS PERFORMANCE AWARD

A Meritorious Performance Award is granted for performance exceeding job requirements in one or more segments of the job over an extended period. The award also covers special acts or services of a one-time occurrence with or related to official employment. Examples include:

- Performance overcoming unusual difficulties.
- Performance resulting in significant economies or other highly desirable benefits.
- Exemplary handling of an emergency situation.
- On-going exemplary customer service, to be used as a role model throughout the organization.

The Meritorious Performance Award amount is \$100 to an individual. If a group of employees are being recognized, the total award may be more than \$100. In this case, each individual award shall be not less than \$15 or more than \$100. Awards shall also include a signed appreciation certificate.

Recipient Employee Name: Officer Brian Stern Employee's Department: IPD

Nominating Parties Name: Chief Dave Button Nominating Parties Dept: IPD

Reason for Award: The following reasoning for the award was provided by Rick McGeough:

I am confident you remember our discussion about two officers on your staff responding to a 911 call my wife made on December 31st 2017. I experienced a blood clot that broke free from my left leg and lodged between my heart and lungs. Without any warning my body shut down and I basically died on my feet. I hit the floor and was unresponsive.

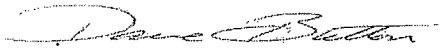
When my wife contacted the emergency dispatcher she was informed the EMT unit was on another call. It would be necessary to activate the voluntary backup EMT unit. Officer Brian Stern and Officer Devan Wicks were on patrol when the call came in. They heard the radio traffic and quickly determined they could respond and arrive on scene quicker than the EMT unit. They used their discretionary authority, derived from your standard administrative direction, to leave their normal patrol duties and respond to my wife's emergency call. That decision, their timely arrival and the professional medical care they provided until the EMT unit arrived, directly resulted in saving my life. Without their actions and competent follow up aid, I would not have survived the incident.

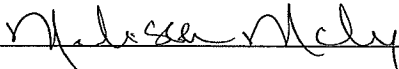
I spent four days in the ICU at Mercy Hospital and was informed by the Doctor that only one in ten people experiencing what I did survive the experience. The nurses constantly referred to me as their miracle patient. I

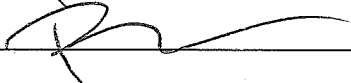
am fortunate to have another chance to pursue my life and interests. I know I owe a huge debt of gratitude to Officers Stern and Wicks and the other members of Warren County's emergency responders.

I hope you can use this information to obtain life saving awards for officers Stern and Wicks. They are very deserving of such recognition. If you need any additional information from me to facilitate obtaining the award, feel free to contact me. Thank you for your consideration regarding this request.

Award Amount: \$100

Department Head Signature:  Date: 9/6/18

Human Resources Director:  Date: 9/6/18

City Manager Approval:  Date: 9/6/18

City Council Approval: _____ Date: _____

FINANCE :  DATE: 9/6/18

Information

Subject
September 4, 2018 Minutes

Information

Fiscal Impact

Attachments

Minutes

REGULAR SESSION – SEPTEMBER 4, 2018

The City Council met in regular session at 6:00 p.m. on September 4, 2018 in the City Hall Council Chambers. Mayor Pro Tem Shirley Clark called the meeting to order and on roll call the following members were present: Shirley Clark, Bob Kling, Greg Marchant, John Parker and Greta Southall. Absent: Joe Gezel and Mayor Kelly B. Shaw.

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

August 20, 2018 Minutes

Applications

- A renewal Class "C" Liquor License and Sunday Sales Privilege for The Zoo - 102 W. Ashland
- A renewal refuse hauling permit for Wiegert Disposal Inc.

First consideration of an ordinance amending the recycling rates - the amendment will raise by \$0.94/house/month effective October 1, 2018

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

Final consideration of a noise ordinance and adoption of ORDINANCE NO. 1598 entitled, "NOISE ORDINANCE" - the ordinance to be effective upon publication

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) and adoption of ORDINANCE NO. 1599 entitled, "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)" - the ordinance to be effective upon publication

Resolution No. 2018-151 approving the IDOT Street Finance Report (the complete resolution may be viewed at the City Clerk's Office)

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

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.

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

Claims on the computer printout for September 4, 2018

A public hearing to approve and authorize the sale of real property for development located at 506 W. 2nd was held. There were no objections either oral or written.

Council member Parker moved and Kling seconded to adopt the following resolution entitled, "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" subject to changing the initiated construction and completion dates to April 1, 2019 and October 1, 2019 respectively. On roll call the vote was, AYES: Kling, Clark, Marchant, Southall and Parker. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-152

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

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

A 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 was held. There were no objections either oral or written. It was moved by Parker and seconded by Southall to approve the first consideration of this amendment. On roll call the vote was, AYES: Kling, Clark, Marchant, Southall and Parker. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the motion carried unanimously.

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 Pro Tem 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 Marchant introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST" for the 2018 Plainview and McCord Lift Station Control Projects and moved that it be adopted. Council Member Kling seconded the motion to adopt. The roll was called and the vote was, AYES: Southall, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the following resolution duly adopted:

RESOLUTION NO. 2018-153
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST
For the 2018 Plainview and McCord Lift Station Control Projects

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

The Mayor Pro Tem 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 Control Projects 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:

<u>Company</u>	<u>Plainview Lift Station Bid</u>	<u>McCord Lift Station Bid</u>	<u>Total</u>
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 Finance Director then recommended that the bid of Ardent Lighting Group of Knoxville, Iowa in the amount of \$295,896 be accepted.

Council Member Kling introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT" to Ardent Lighting Group of Knoxville, Iowa for the 2018 Plainview and McCord Lift Station Control Projects and moved its adoption. Council Member Marchant seconded the motion to adopt. The roll was called and the vote was: AYES: Clark, Marchant, Southall, Parker and Kling. NAYS: None. ABSENT: Gezel. Whereupon, the Mayor Pro Tem declared the following Resolution duly adopted:

RESOLUTION NO. 2018-154
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
To Ardent Lighting Group of Knoxville, Iowa

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

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

RESOLUTION NO. 2018-155
RESOLUTION APPROVING SALARIES

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

It was moved by Kling and seconded by Marchant to approve the following resolution entitled, "RESOLUTION AUTHORIZING THE PURCHASE OF SCBA'S SELF-CONTAINED BREATHING APPARATUS FOR THE FIRE DEPARTMENT" from Sandry Fire Supply Company in an amount of \$102,184. On roll call the vote was, AYES: Clark, Marchant, Southall, Parker and Kling. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-156
RESOLUTION AUTHORIZING THE PURCHASE OF SCBA'S SELF-CONTAINED BREATHING
APPARATUS FOR THE FIRE DEPARTMENT
From Sandry Fire Supply Company

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

A motion was made by Kling and seconded by Southall to approve the following resolution entitled, "RESOLUTION AUTHORIZING THE PURCHASE OF A BREATHING FILL STATION FOR THE FIRE DEPARTMENT" from Sandry Supply Fire Company in an amount of \$37,467.00. On roll call the vote was, AYES: Clark, Marchant, Southall, Parker and Kling. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-157
RESOLUTION AUTHORIZING THE PURCHASE OF A BREATHING FILL STATION
FOR THE FIRE DEPARTMENT
From Sandry Supply Fire Company

(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 17 and 22, 2018 from Ryan Waller, City Manager. On roll call the vote was, AYES: Southall, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the motion carried unanimously.

It was moved by Southall and seconded by Parker 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: Parker, Kling, Clark, Marchant and Southall. NAYS: None. ABSENT: Gezel. Whereupon the Mayor Pro Tem declared the motion carried unanimously.

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

Meeting adjourned at 6:43 p.m. on a motion by Southall and seconded by Parker.

Shirley Clark, Mayor Pro Tem

Diana Bowlin, City Clerk

Meeting Date: 09/17/2018

Information

Subject

A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Los Padrinos LLC dba El Padrino Mexican Restaurant - 200 S. Jefferson

Information

This is a renewal of the Los Padrinos dba El Padrino Mexican Restaurant liquor license located at 200 S. Jefferson Way. All of the paperwork is in order and staff has approved. Owners are Francisco Delapaz, Benjamin Ayala Magana and Jose Ayala Magana.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

A renewal Class "B" Wine, Class "C" Beer and Class "E" Liquor License for Fareway Stores - 1309 W. 2nd

Information

This is a renewal of Fareway Stores liquor permit located at 1309 W. 2nd. All of the paperwork is in order and staff has approved. Owners are Fred Vitt Trust, Frederick Greiner and Paul Beckwith Trust.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

A renewal Class "C" Beer permit and Sunday Sales Privilege for Casey's - 607 N. Jefferson

Information

This is a renewal of Casey's liquor permit located at 607 N. Jefferson. All of the paperwork is in order and staff has approved. Owners are Michael Richardson, John Soupene, Julia Jackowski and James Pistillo.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

A renewal Class "B" Wine Permit and Special Class "C" Liquor License for The Local Vine - 126 W. Ashland

Information

This is a renewal of The Local Vine liquor license located at 126 W. Ashland. All of the paperwork is in order and staff has approved. Owners are Andrea and Daniel Palmer.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Saint Thomas Aquinas Church - 210 R63 Hwy

Information

This is a renewal of Saint Thomas Aquinas Church liquor license located at 210 R63 Hwy. All of the paperwork is in order and staff has approved. Owners are Ray McHenry, Richard Pates and Christopher Hartshorn.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

Resolution setting October 1, 2018 as a public hearing for complaints filed on tobacco sales permit violations

Information

In your packet is the resolution setting October 1, 2018 at 6:00 p.m. as the hearing for complaints filed on tobacco sales permit violations for the following:

- Indy West 929
- Route 69 Vapor
- Wal Mart

According to Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453.A.2(1).

Letters have been sent to each permit holder informing them of the public hearing. If they wish to settle this case in lieu of the public hearing, they must complete the Acknowledgement/Settlement Agreement (packet) along with a check in an amount of \$300.00 no later than 10 business days prior to the hearing date.

Fiscal Impact

Attachments

Resolution
Agreement

RESOLUTION NO. 2018-_____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on February 7, 2018, three Indianola tobacco permit holders, Indy West 929, Route 69 Vapor and Walmart Supercenter, sold cigarettes or tobacco products to a person under eighteen years of age, as shown by the Compliance Check attached to the Complaint filed with the City Clerk; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age”

WHEREAS, Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars (\$300.00) for a first violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

WHEREAS, a public hearing is proper prior to consideration of said penalty enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing on the violations is hereby set for October 1, 2018 at 6:00 o'clock p.m. in the Council Chambers of the Municipal Building in Indianola, Iowa.

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

APPROVED this 17th day of September, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

IN RE:	:	
	:	
Permit Holder:	:	
Indy West 929	:	FIRST VIOLATION
2001 West 2 nd Avenue	:	
Indianola, IA 50125	:	
	:	

We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Hearing Complaint filed against us in the above-captioned case. We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Hearing Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. We have enclosed a check for the amount of \$300.00 made payable to the "City of Indianola" to settle the above-referenced Hearing Complaint. In signing below, I hereby certify that I have the authority to bind the above-named Permit Holder.

By: _____
Title: _____

On behalf of Permit Holder: Indy West 929
2001 West 2nd Avenue
Indianola, IA 50125

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Indianola", must be returned to:

Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

IN RE:	:	
	:	
Permit Holder:	:	
Route 69 Vapor	:	FIRST VIOLATION
106 N. Howard Street	:	
Indianola, IA 50125	:	
	:	

We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Hearing Complaint filed against us in the above-captioned case. We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Hearing Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. We have enclosed a check for the amount of \$300.00 made payable to the "City of Indianola" to settle the above-referenced Hearing Complaint. In signing below, I hereby certify that I have the authority to bind the above-named Permit Holder.

By: _____
Title: _____

On behalf of Permit Holder: Route 69 Vapor
106 N. Howard Street
Indianola, IA 50125

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Indianola", must be returned to:

Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

IN RE:	:	
	:	
Permit Holder:	:	
Walmart Supercenter	:	FIRST VIOLATION
1500 N. Jefferson Way	:	
Indianola, IA 50125	:	
	:	

We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Hearing Complaint filed against us in the above-captioned case. We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Hearing Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. We understand that this penalty will count as an official "First Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22. We have enclosed a check for the amount of \$300.00 made payable to the "City of Indianola" to settle the above-referenced Hearing Complaint. In signing below, I hereby certify that I have the authority to bind the above-named Permit Holder.

By: _____
Title: _____

On behalf of Permit Holder: Walmart Supercenter
1500 N. Jefferson Way
Indianola, IA 50125

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, along with your \$300.00 check made payable to the "City of Indianola", must be returned to:

Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

Information

Subject

Second 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 second 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."

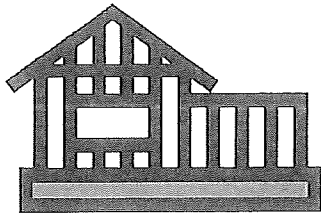
Fiscal Impact

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.

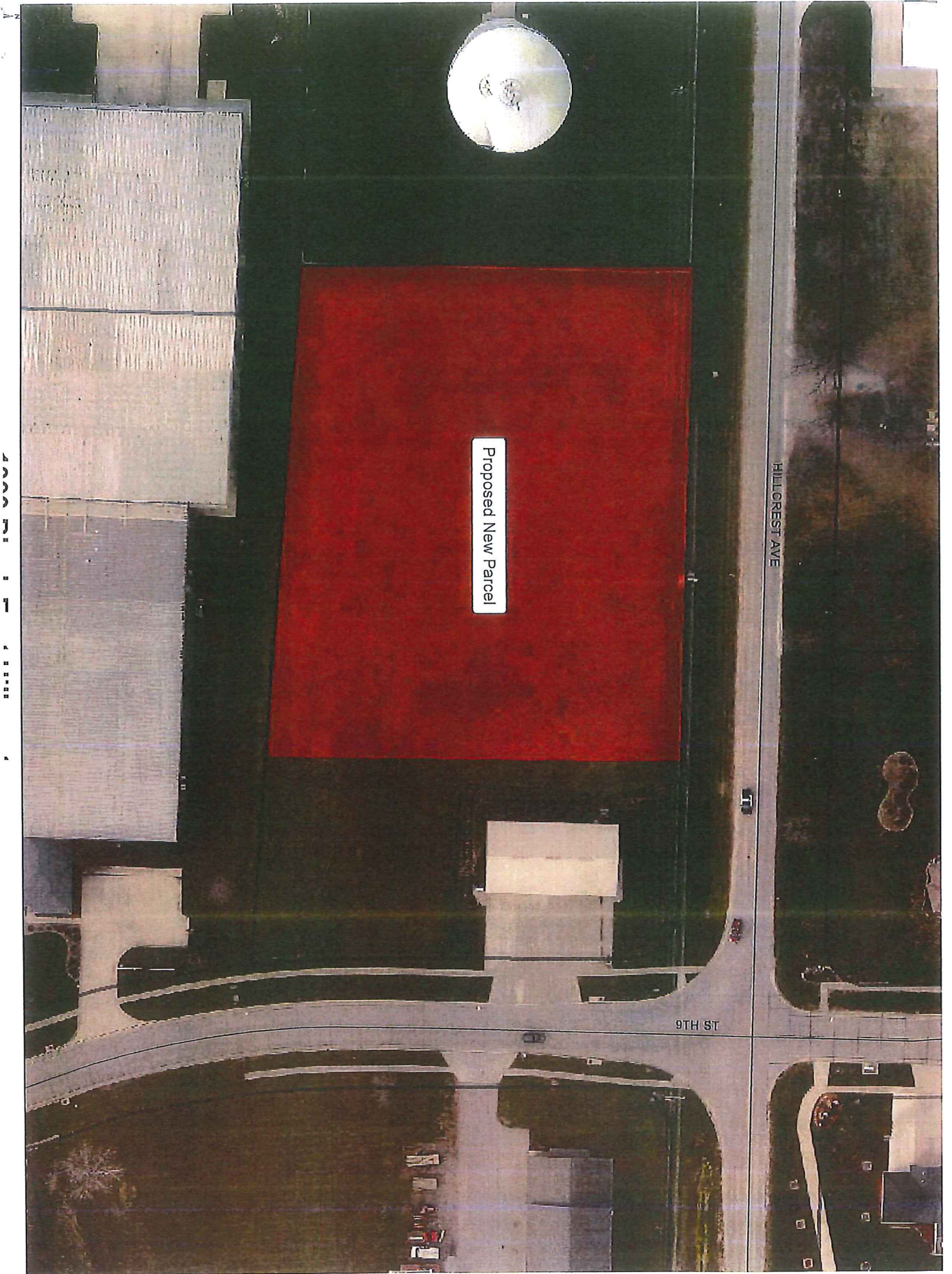
We are in the process of obtaining real estate to establish a sports performance center under the name Grit Performance 515. The real estate we intend to purchase is located west of Miller Electric, located at 1009 East Hillcrest Dr., and east of the current City of Indianola water tower.
Ave

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	1 space per employee plus 1 space per each vehicle used by the industry
9. Tool, die, gauge and machine shops	
10. Railroads and public utilities, including storage and maintenance yards, but excluding communications towers	
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	1 space per employee and 1 space per student or trainee
14. Contractor shops and storage yards	
15. Concrete products manufacture and central mixing and proportioning plant	
16. Structural iron and steel fabrication	1 space per 300 square feet of floor area (Ord. 1353 - May 06 Supp.)
17. Schooling and training facilities for contractors, industrial trades and other uses permitted in M-2 or similar thereto	
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	
1. Uses and structures clearly incidental and necessary to the permitted principal uses or structures of this district. 2. Temporary buildings used in conjunction with construction work, provided that such buildings are removed promptly upon completion of the construction work. 3. 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:	
1. Stockyard, rendering works, loading pens, buying stations and/or sales barns and yards, provided that it is not closer than one-fourth (1/4) 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. 2. 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. 3. 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 (1/4) mile to any dwelling, park, school or place of public assembly. 4. 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: _____

Meeting Date: 09/17/2018

Information

Subject

Final 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 final 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: 09/17/2018

Information

Subject

Resolution approving a one-year extension to the Janitorial Contract with Dust Pros

Information

City Council unanimously approved the original contract with Dust Pro's on August 15, 2016. The contract agreement (packet) has the option of a one-year extension for an additional term of November 1, 2018 to October 31, 2019 on the same terms and conditions, and includes the following:

- The amount of \$4,000.00/month is an inclusive contract. Cleaning supplies, carpet cleaning (including emergency shampoo during winter), weekly buffing, maintenance/repair and painting are all included in the proposal.
- This company has completed all required background checks and has done a fantastic job over the past two years
- The company is required to have liability and workers' compensation insurance coverage

In your packet is the resolution approving a one year extension for janitorial services contractor agreement with Dust Pro's Janitorial. Once this resolution is approved a new contract with the one year extension will be prepared and signed by the City and Dust Pro's.

Fiscal Impact

Attachments

Resolution

Janitor Contract

RESOLUTION NO. 2018-_____

**RESOLUTION APPROVING A ONE YEAR EXTENSION FOR
JANITORIAL SERVICES CONTRACTOR AGREEMENT WITH DUST
PRO'S JANITORIAL**

WHEREAS, the City Council of the City Indianola, Iowa, is currently engaged with a janitorial contractor (Dust Pros) to provide services for the City (hereinafter referred to as "Services"); and

WHEREAS, the City Council of the City of Indianola, Iowa, wishes to extend the janitorial contract for one year, November 1, 2018 through October 31, 2019 as allowed in the current janitorial agreement; and

WHEREAS, the City Council believes it to be in the best interest of the City to engage Dust Pro's Janitorial to perform the Services for an additional year; and

WHEREAS, it is the determination of the City Council that the City should extend the current Janitorial Services Contractor Agreement with Dust Pro's Janitorial for one additional year in the form attached as Exhibit "A".

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

1. The Janitorial Services Contractor Agreement with Dust Pro's Janitorial for the Services is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Janitorial Services Contractor Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 17th day of September, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

JANITORIAL SERVICES CONTRACTOR AGREEMENT

THIS AGREEMENT is made and entered into this date, August 15, 2016, between the City of Indianola (hereinafter "the City") and Dust Pro's Janitorial (hereinafter "Service Contractor").

WITNESSETH:

WHEREAS, Service Contractor is skilled in the performance of all the Contract Duties identified in the attached Janitorial Specifications (Exhibit A) and has offered to perform all said Contract Duties of the City with respect to the City's premises as set out therein (hereinafter "Property"); and

WHEREAS, the City is desirous of securing the performance of all the Contract Duties by Service Contractor.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties, it is agreed as follows:

Section 1. Term of Agreement.

Unless sooner terminated as herein provided, the term of this Agreement shall begin on November 1, 2016 (hereinafter "Contract Commencement Date") and shall end on October 31, 2018 (hereinafter "Contract Expiration Date"). There shall be an optional one (1) year extension for an additional term of November 1, 2018, to October 31, 2019, on the same terms and conditions as set forth herein.

Section 2. Contract Duties.

From and after the Contract Commencement Date and until the Contract Expiration Date or earlier termination of this Agreement, Service Contractor shall timely and fully perform all the Contract Duties set forth in Exhibit A, Janitorial Specifications, which is attached hereto and incorporated by reference herein. Service Contractor further agrees to perform all of the Contract Duties in a good and workmanlike manner, and in accordance with industry standards established by those engaged in a business similar to that of Service Contractor in performance of the Contract Duties; and to pay for all supplies, fuel, uniforms, equipment, machinery, repairs, transportation, material, labor, insurance premiums of any kind or description, sales taxes, salaries, federal and state employment taxes, any similar payroll taxes relating to employees of Service Contractor, and all other expenses whatsoever incurred in the performance of the Contract Duties; and to obtain and pay for all applicable permits and governmental fees, licenses and inspections necessary and incidental to the performance of the Contract Duties and to otherwise comply with all governmental regulations pertaining to performance of the Contract Duties and to provide a competent and well trained on-site supervisor for performance of the Contract Duties at the specified times when said Contract Duties are being performed.

Materials to be supplied by the Service Contractor include the following:

- All machines and cleaning products
- Buffers and buffer pads
- Vacuums and bags
- Mop buckets and wringers
- Wet mops and mop heads
- Dust mops and mop heads
- Brooms, dust pans and dusters
- Bowl cleaner, bleach, glass cleaner
- Floor cleaner and wax
- Carpet spot cleaner
- Carpet cleaning as needed or once a year
- Toilet paper
- Folded hand towels
- Hand soap
- Replacement light bulbs for all fixtures
- Hand sanitizer
- Trash can liners of various sizes

All other supply costs shall be billed to and paid by the City with the understanding that Service Contractor will cap any increase in supply cost to 3% after the first year of the initial contract with the City of Indianola for the City Building located at 110 N. 1st Street, Indianola, Iowa.

Section 3. Service Contractor's Compensation.

Unless this Agreement is terminated prior to the Contract Expiration Date, the City shall pay Service Contractor compensation, for Service Contractor's performance of the Contract Duties, in the amount of \$8,092 per month- this includes supplies for City Hall. Dust Pros will charge Indianola Public Library, Activity Center, IMU and Water Department separately for supplies not to exceed \$200 per month/building.

Section 4. Additional Work.

It is understood that from time to time during the term of this Agreement, City may request Service Contractor to perform services or provide materials, which are not set forth in the Contract Duties but are related to the services encompassed within the Contract Duties (herein "Additional Work"). Service Contractor hereby agrees to perform such Additional Work so long as prior to the performance of such Additional Work, City shall authorize in writing the scope of such Additional Work and compensation payable to Service Contractor for the full performance of said Additional Work, as outlined in the Contract. In the event Service Contractor shall fail to secure such a writing relating to such Additional Work, any such work thereafter performed shall be deemed a part of the Contract Duties and Service Contractor shall not be entitled to any additional compensation therefore.

Section 5. Termination

The City has the right to terminate this Agreement upon thirty (30) days written notice to Service Contractor, and Contractor also has the right to terminate the contract upon thirty (30) days written notice to the City.

Section 6. Relationship of Parties.

Service Contractor is retained by the City only for the purpose and to the extent set forth herein and Service Contractor's relationship with the City shall, during the entire term of this Agreement, be that of independent contractor so that neither Service Contractor, nor any employee, agent, servant, officer, director or shareholder of Service Contractor, shall be deemed an agent, servant or employee of the City. Service Contractor agrees to indemnify and hold the City and its officials, representatives, respective affiliates, and their partners, officers, directors, employees and agents harmless of and from any and all liabilities, claims, demands, damages, and expenses (i) arising from any determination (whether judicially or administratively) that some relationship, other than that of independent contractor, exists between the City and Service Contractor or (ii) in connection with hiring, termination, discipline, evaluation and resolution of complaints and grievances of Service Contractor's employees.

Section 7. Insurance.

At all times while performing the Contract Duties, Service Contractor shall maintain, at its sole cost and expense, the insurance set forth in Exhibit B, attached hereto and incorporated by reference herein, from insurance companies and in a form reasonably satisfactory to the City with limits of liability not less than stated in Exhibit B. The City shall have the right to inspect and review the policies in their entirety and shall be provided with copies upon request.

Section 8. Indemnification.

To the fullest extent permitted by applicable law, Service Contractor shall defend indemnify and hold harmless the City, its officials, representatives, their respective officers, directors, employees, agents, shareholders, partners, joint ventures, affiliates, successors and assigns from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, judgments, settlements and penalties, including, without limitation, costs, expenses and attorneys' fees incident thereto, arising out of based upon or occasioned by or in connection with:

- (a) Service Contractor's performance of (or failure to perform) the Contract Duties;
- (b) a violation of any laws or any discriminatory, negligent or intentional acts or omissions to act by Service Contractor or its affiliates, subcontractors, agents or employees during performance of the Contract Duties; and/or
- (c) a breach of this Agreement by Service Contractor or its affiliates, subcontractors, agents or employees; and/or
- (d) a claim that any person employed by Service Contractor is an employee of the City.

The aforesaid obligation of indemnity shall be construed so as to extend to all legal, defense and investigation costs, as well as all other reasonable costs, expenses and liabilities incurred by the party indemnified, from and after the time at which the party indemnified receives notification (whether verbal or written) that a claim or demand is to be made or may be made.

Except as may be otherwise provided by applicable law or any governmental authority, the City's right to indemnification under this section shall not be impaired or diminished by any act, omission, conduct, misconduct, negligence or default (other than negligence or willful misconduct) of the City or any employee of the City who contributed or may be alleged to have contributed thereto. The foregoing indemnification obligations of the Service Contractor shall survive the expiration or termination of the Agreement.

Section 9. Assignment and Delegation.

Unless there is prior written consent from the City, Service Contractor shall be prohibited from assigning this Agreement or delegating or subcontracting any of the Contract Duties (or any right, obligation or performance of Service Contractor hereunder), it being agreed that the services to be performed hereunder are personal in nature. Any attempted assignment or subletting of this Agreement or any delegation or subcontracting of any Contract duties or Additional Work without the City's prior written consent, which may be withheld in City's sole and absolute discretion, shall be void and of no force and effect.

Section 10. Notices

Any information or notices required to be given under this Agreement shall be in writing and shall be delivered either by (i) certified mail, return receipt requested, in which case notice shall be deemed delivered three (3) business days after deposit, postage prepaid, in the U.S. mail; (ii) a reputable messenger service or a nationally recognized overnight courier, in which case notice shall be deemed delivered one (1) business day after deposit with such messenger or courier; or (iii) personal delivery with receipt acknowledged in writing, in which case notice shall be deemed delivered when received. All notices shall be addressed as follows:

If to the City:

Diana Bowlin, City Clerk
City of Indianola
110 N. 1st St.
Indianola, IA 50125

If to Service Contractor:

Matt Humphrey, Owner
Dust Pros Janitorial
1994 120th Street
Earlham, IA 50072

The foregoing addresses may be changed from time to time by notice to the other party in the manner hereinbefore provided for.

Section 11. Severability.

If any provision hereof is deemed to be invalid or unenforceable under applicable law, this Agreement shall be considered divisible as to such provision and the same shall thereafter be inoperative, provided however, the remaining provisions of this Agreement shall be valid and binding.

Section 12. Applicable Law.

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

Section 13. Compliance with IRCA.

Service Contractor agrees at all times to remain in strict compliance with all terms, provisions, regulations, and rulings relative to the Immigration Reform and Control Act of 1986 (IRCA). All employees of Service Contractor assigned to the Property will have had their identity and eligibility for work within the United States properly verified. Within three (3) days of receipt of a written request from the City, Service contractor shall provide copies of the I-9 form or such other documentation as may be appropriate to satisfy City as to Contractor's compliance with IRCA.

Service Contractor agrees to defend and indemnify the City and its officials, representatives, respective affiliates, and their partners, officers, directors, employees and agents from and against any claims, actions, suits or proceedings of any type whatsoever arising out of or in any way connected with Service Contractor's breach of the terms of the paragraph immediately above.

Section 14. Compliance with Safety Regulations.

Service Contractor shall plan for, and ensure that all personnel performing and Contract Duties or Additional Work comply with the basic provisions of OSHA Safety and Health Standards (29 CFR 1910) and General Construction Standards (29CFR 1926) as such federal regulations are applicable to the specific tasks constituting the Contract Duties and Additional Work (if any). The responsibility for the implementation and enforcement of health and safety requirements lies with Service contractor, and its safety support staff. Service Contractor shall provide Material Safety Data (MSD) Sheets in compliance with OSHA Hazard Communication Standards. Service Contractor shall take all necessary and desirable precautions for the safety of, and provide the necessary and protection to prevent damage, injury, or loss to:

- a. all personnel on the work site.
- b. all materials or equipment to be provided, incorporated in, or utilized in connection with, the Contract Duties, whether on or off the work site.
- c. other property located at the site of the Contract Duties or at the Property.
- d. the Property.

Section 15. Miscellaneous Provisions Applicable to Service Contractor

- 15.01 Service contractor shall, at all times, enforce strict discipline and good order among its employees and shall not employ on the Contract Duties any unfit person or anyone not

skilled in performance of the Contract Duties. The City has the right to require Service Contractor to remove from its work force assigned to the Property any employees or subcontractor's employees whose presence at the Property the City deems, in its sole discretion, to be detrimental to the best interests of the Property.

- 15.02 In conducting the Contract Duties, Service Contractor and all of its subcontractors shall agree to employ only labor which shall not result in jurisdictional disputes or strikes or cause disharmony with other contractors, agents, and employees at the Property.
- 15.03 Service Contractor warrants to the City that all Contract Duties shall be performed in a safe, good and workmanlike manner, and that the Contract Duties, including all materials and equipment furnished hereunder, shall conform to all requirements and specifications identified in this Agreement and shall be free from defects of any kind in materials and workmanship. All Contract Duties not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- 15.04 Service Contractor, in performing the Contract Duties, shall comply with all applicable laws. Service Contractor shall not take, and is not authorized to take, any action in the name of or on behalf of the City, or which would violate any applicable law. If Service Contractor performs any Contract Duties contrary to applicable law, any additional costs resulting therefrom, including the costs of correcting said Contract Duties to comply with such law and the cost of fully indemnifying the City from any liability or expenses with respect to such violations by Service Contractor may be offset by the City against amounts owing to the Service Contractor in connection with the Agreement or otherwise.
- 15.05 Service Contractor shall obtain at its own cost all licenses (including professional licenses), permits, certificates and authorizations necessary for Service Contractor to do business in all jurisdictions where any part of the Contract Duties are to be performed. Service Contractor shall also obtain all licenses, permits, certificates and authorizations necessary in connection with Service Contractor's performance of the Contract Duties, and give all notices required under applicable law, or by any governmental entity having jurisdiction over the Contract Duties, Service Contractor, its employees, Owners, subcontractors, Contractors, or the activities of any of them.
- 15.06 Service Contractor acknowledges that the City (or other persons with the permission of the City) may concurrently perform services of the same type as the Contract Duties (unrelated to this Agreement) at this site and the Property, and Service Contractor specifically consents to such concurrent performance of Contract Duties by the City (and others) without interference by those who are performing the Contract Duties under this Agreement.
- 15.07 Service Contractor shall promptly remedy all damage or loss to any property at the site or at the Property if such damage or loss is caused directly or indirectly, in whole or in part, by Service Contractor, any subcontractor or anyone directly or indirectly performing the Contract Duties.

- 15.08 Service Contractor shall not permit any discrimination against or segregation of any person or group of persons in connection with the performance of this Agreement on account of sex, disability, marital status, age, race, religion, color, creed, national origin or ancestry nor shall Service Contractor or any person claiming under or through Service Contractor, establish or permit any such practice or practices of discrimination or segregation in connection with the performance of the Contract Duties and Service Contractor's other obligations under this Agreement.
- 15.09 All drawings, specifications, studies, analyses, opinions, recommendations, reports or other information and material of any nature, and copies thereof, (i) provided to Service Contractor by the City; (ii) prepared pursuant to this Agreement; or (iii) to which Service Contractor otherwise gains access during the performance of Contract Duties are the property of the City and are to be treated as confidential. They are not to be disclosed to others without the City's prior written approval and are to be delivered to the City on request and in all events upon completion of the Contract Duties, or termination of this Agreement pursuant to the terms hereof. Service Contractor shall advise its affiliates, subcontractors, agents and employees having access to said information of this obligation of confidentiality and bind such parties to this same obligation. No articles, papers or treatises related to or in any way associated with the Contract Duties performed pursuant to this Agreement shall be submitted for publication without the City's prior written consent.

Section 16. Miscellaneous

- 16.01 Time is of the Essence. Service Contractor acknowledges that time is of the essence in regards to its performance under this Agreement.
- 16.02 No Liens. Service Contractor shall neither suffer nor permit the attachment of any liens upon the Property as a direct result of Service Contractor's performance of the Contract Duties and/or Additional Work.
- 16.03 Cure of Service Contractor's Default. If Service Contractor shall default in the performance of the Contract Duties or any other duty imposed upon Service Contractor hereunder, the City may (but shall not be required to), without notice to Service Contractor and with or without terminating this Agreement, cure and rectify such defaults and either deduct the reasonable cost of cure and rectification from compensation due to Service Contractor hereunder or the City may directly bill Service Contractor for such reasonable cost.
- 16.04 Force Majeure.
- a. Any delay or failure by either party hereto in the performance of its obligations hereunder shall not constitute a default hereunder or give rise to any claim for damages if, and only to the extent and for such period of time that, (i) such delay or failure is caused by an event or occurrence beyond the control and without the fault or negligence of such party or any subcontractor, material man, or other party

acting under or through such party, and (ii) said party is unable to prevent such delay or failure through the exercise of reasonable diligence. Events that shall be deemed to be beyond the control of the parties hereto shall include, but not be limited to: acts of God or the public enemy; expropriation or confiscation of facilities by governmental or military authorities; changes in applicable laws; war, rebellion, sabotage or riots; floods, unusually severe weather that could not reasonably have been anticipated; fires, explosions, or other catastrophes; or other similar occurrences.

- b. Notwithstanding any other provision of this section 16.04, even though the performance of Service Contractor or a subcontractor or delivery of equipment or materials by a material man is delayed by an unforeseen event or occurrence beyond the control of Service Contractor, such subcontractor or such supplier of equipment or materials as provided in subsection 16.04(a), Service Contractor hereby agrees to use its best efforts to secure alternate sources of services, equipment or materials, if available. To the extent that Service Contractor fails to secure available alternate sources of services, equipment or materials, the City is entitled to secure such alternate sources and offset any amounts expended on such alternate sources from amounts due or owing to Service Contractor under this Agreement to the extent that such amounts exceed the price allocations for the goods and services agreed upon in this Agreement. Service Contractor shall not be paid any additional compensation by the City due to an unforeseen or uncontrollable event or occurrence of the type described in this section 16.04.
- c. In order to be entitled to an excuse for any delay or failure to perform under this Agreement pursuant to this section 16.04, the party claiming such excuse shall promptly give written notice to the other party hereto of any event or occurrence which it believes falls within the contemplation of this section 16.04.

16.05 Estoppel Certificate.

Upon request of the City, Service Contractor agrees to provide to the City, within five (5) days after receipt of written request therefore, a written statement certifying that this Agreement is in full force and effect, that the City and Service Contractor are current in their Respective obligations hereunder and that the City is not in default under any provision of this Agreement.

16.06 Survival. The provisions of sections 6, 8, 11 and 15 of this Agreement shall survive the expiration or early termination of this Agreement.

16.07 The individual executing this Agreement on behalf of Service Contractor personally certifies and warrants that by his or her execution hereof, this Agreement shall be legally binding on and enforceable against Service Contractor.

Section 17. Entire Agreement

17.01 This Agreement and the Exhibits, attached hereto and made a part thereof, constitute the entire agreement between the parties with respect to the Contract Duties and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.02 Unless otherwise expressly provided herein, no changes, alterations or modifications to this Agreement shall be effective unless in writing and signed by the respective parties hereto or their duly authorized agents.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written, the corporate parties by their officers duly authorized.

THE CITY:

City of Indianola, Iowa

SERVICE CONTRACTOR:

Dust Pro's Janitorial

By: 
Kelly B. Shaw, Mayor

Date: 8-15-16

By: 
Name: Matt Humphrey

Title: Owner

Date: 8-11-2016

ATTEST:

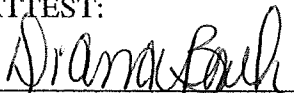

Diana Bowlin, City Clerk

EXHIBIT B INSURANCE

INSURANCE REQUIREMENTS

- I. The Service Contractor shall provide the following minimum insurance coverage:
 - A. Commercial General Liability
Combined Single Limit - \$1,000,000 per occurrence and \$2,000,000 annual aggregate per location.
Such insurance shall be broad form and include, but not be limited to, contractual liability, independent contractor's liability, products and completed operations liability, and personal injury liability. A combination of primary and excess policies may be utilized. Policies shall be primary and noncontributory.
 - B. Worker's Compensation – Statutory Limits
 - C. Employer's Liability – *will be required in the event Service Contractor hires employees*
With minimum liability limits of \$1,000,000 bodily injury by accident each accident, \$1,000,000 bodily injury by disease policy limit; \$1,000,000 bodily injury each employee.
 - D. Commercial Automobile Liability – *will be required in the event Service Contractor is required to travel between buildings to perform Contract Duties*
Combined Single Limit - \$1,000,000 per accident.
Such insurance shall cover injury (or death) and property damage arising out of the ownership, maintenance or use of any private passenger or commercial vehicles and of any other equipment required to be licensed for road use.
 - E. Property Insurance – *will be required for any piece of equipment valued in excess of \$1,000*
All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.
- II. Policies described in Sections I.A. and I.D. above shall include the following as additional insured, including their officers, directors and employees. A GL-2010 Endorsement shall be utilized for the policy(ies) described in Section I.A. above. Please note that the spelling of these parties must be exactly correct or the Contract Duties will not be allowed to commence.

THE CITY OF INDIANOLA, IOWA

- III. Service Contractor waives any and all rights of subrogation against the parties identified above in Paragraph II above as additional insureds.

- IV. Service Contractor shall furnish to the City Certificate(s) of Insurance evidencing the above coverage. Original Certificate(s) of Insurance must be provided before Service Contractor commences Contract Duties or Contract Duties will not be allowed to commence.
- V. Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following words verbatim:

“Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.” An additional copy to be sent by certified mail, return receipt to:

City of Indianola, Iowa
Diana Bowlin, City Clerk
110 N. 1st St.
Indianola, IA 50125

In addition, the language set forth in this Exhibit B shall also be added to each policy in the form of an endorsement.

Meeting Date: 09/17/2018

Information

Subject

Street usage request from the Indianola High School for the Homecoming Parade on September 27, 2018 from 5:30 p.m. to 7:30 p.m. - will start at Irving School and go east on Clinton, south on Buxton, east on Ashland, south on Howard, west on West Salem and north on "F" Street

Information

In your packet is the street usage request from the Indianola High School for their annual Homecoming Parade on September 27, 2018. The parade route will be the same as last year. It will start at Irving School, east on Clinton, south on Buxton, east on Ashland, south on Howard, west on Salem and north on "F" Street. All the paperwork is in order and staff has approved. I will have Melissa McCoy, HR & Risk Manager, comments at the meeting.

Fiscal Impact

Attachments

Homecoming Parade Event Application

Date: 9/11/18

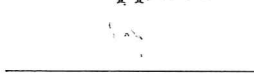
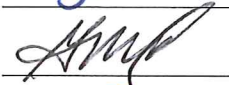
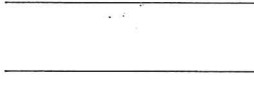
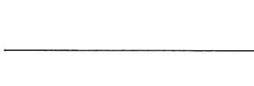
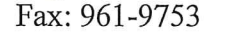
Event Application
For Homecoming Parade

Event Date : September 27, 2018 (5:30 p.m. - 7:30 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:

Homecoming Parade Indianola High School

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): _____

Date/Time of Event:

9/27/18 6:00 p.m.

Location of Event:

Event Sponsor(s):

Indianola High School

Contact Information:

Organization:

Indianola High School

Contact Name:

Aaron Lester

Address:

1304 E. 1st Ave.

Telephone Number:

515-961-9500

Cell Phone Number:

515-210-8256

Fax Number:

Email Address:

aaron.lester@indianola.k12.ia.us

Today's Date:

9/11/18

Anticipated Attendance:

_____ Per Day

_____ Total

Event Information:

Setup Begins

Date: 9/27/18

Time: 5:30 p.m.

Day of Week: Thursday

Event Starts

Date: 9/27/18

Time: 6:00 p.m.

Day of Week: Thursday

Event Ends

Date: 9/27/18

Time: 7:30 p.m.

Day of Week: Thursday

Dismantle

Date: _____

Time: _____

Day of Week: _____

Aaron Lester
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: *I. H. S. homecoming parade.*

Please describe what streets, trails or parks you are planning to close or use:
*Will start & stage at memorial pool, pote theater,
and Irving elementary.*

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.

*Indianola p.d. will assist along
with teachers and administrators to ensure crowd
control. It will be a large crowd so we
will have teachers and staff at various points
along the route.*

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

*Staff will have walkie talkies
along the route to communicate if there are
any issues.*

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

*We will drive the route when over
and see if there is anything that needs to
be picked up or moved. Will put barriers back on trailer*

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com



Meeting Date: 09/17/2018

Information

Subject

Street closure request from the Crimson Anchor & Unique Decor on September 29, 2018 from noon to 5:00 p.m.
- requesting to close West Salem Avenue from "B" Street east to in front of their business

Information

Crimson Anchor & Unique Decor is requesting to close West Salem Avenue from "B" Street east to in front of their business on September 29, 2018 from noon to 5:00 p.m for their grand opening. All of the paperwork is in order and staff has approved. I will have Melissa McCoy, HR & Rick Manager, comments at the meeting.

Fiscal Impact

Attachments

Crimson Anchor & Unique Decor Event Application

Date: 9/11/18

Event Application

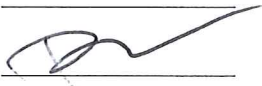
For Crimson Anchor & Unique Décor Grand Opening

Event Date : September 29, 2018 (noon to 5:00 p.m.)

Staff Recommendation and Chamber Notification

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

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

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

Comments:

The street will not be blocked off until the Log Cabin Days Parade is over.

Food Trucks will need to get a permit if they do not have one already!

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name:

CRIMSON ANCHOR + UNIQUE DECOR

Event Type (Check all that apply):

Grand opening + more

☐ Parade

☐ Bike Ride/Race

☐ Concert

Running Event: Fun Run ☐ Timed Race ☐

Will trails/sidewalks be utilized? Yes ☐ No ☐

☐ Other (please specify): _____

Date/Time of Event:

9-29-18 - 12:00^{pm} to 5:00

Location of Event:

219 West SALEM AVE

Event Sponsor(s):

DAVID WALL - GAIL WILSON

Contact Information:

Organization:

CRIMSON ANCHOR

Contact Name:

DAVE

Address:

219 West SALEM AVE

Telephone Number:

515-962-5038 - GAIL

Cell Phone Number:

- 515-720-3344 - DAVE

Fax Number:

Email Address:

WALL DAVE 64 @ Gmail . com

Today's Date:

8-7-18

Anticipated Attendance:

200

Per Day

Total

Event Information:

Setup Begins

Date:

9-29-18

Time

Day of Week

SAT

Event Starts

Date:

12:00

Time

Day of Week

Event Ends

Date:

5:00

Time

Day of Week

Dismantle

Date:

5:00

Time

Day of Week

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:

GRAND opening

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

West SALEM

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.

Side walks will be open so people CAN exit if they need to leave. (NO ALCOHOL)

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

Attach additional sheets if necessary.

In case of accident there will be access for emergency vehicles to get here.

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

We will provide removal of garbage

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

RETURN PERMIT APPLICATION TO:

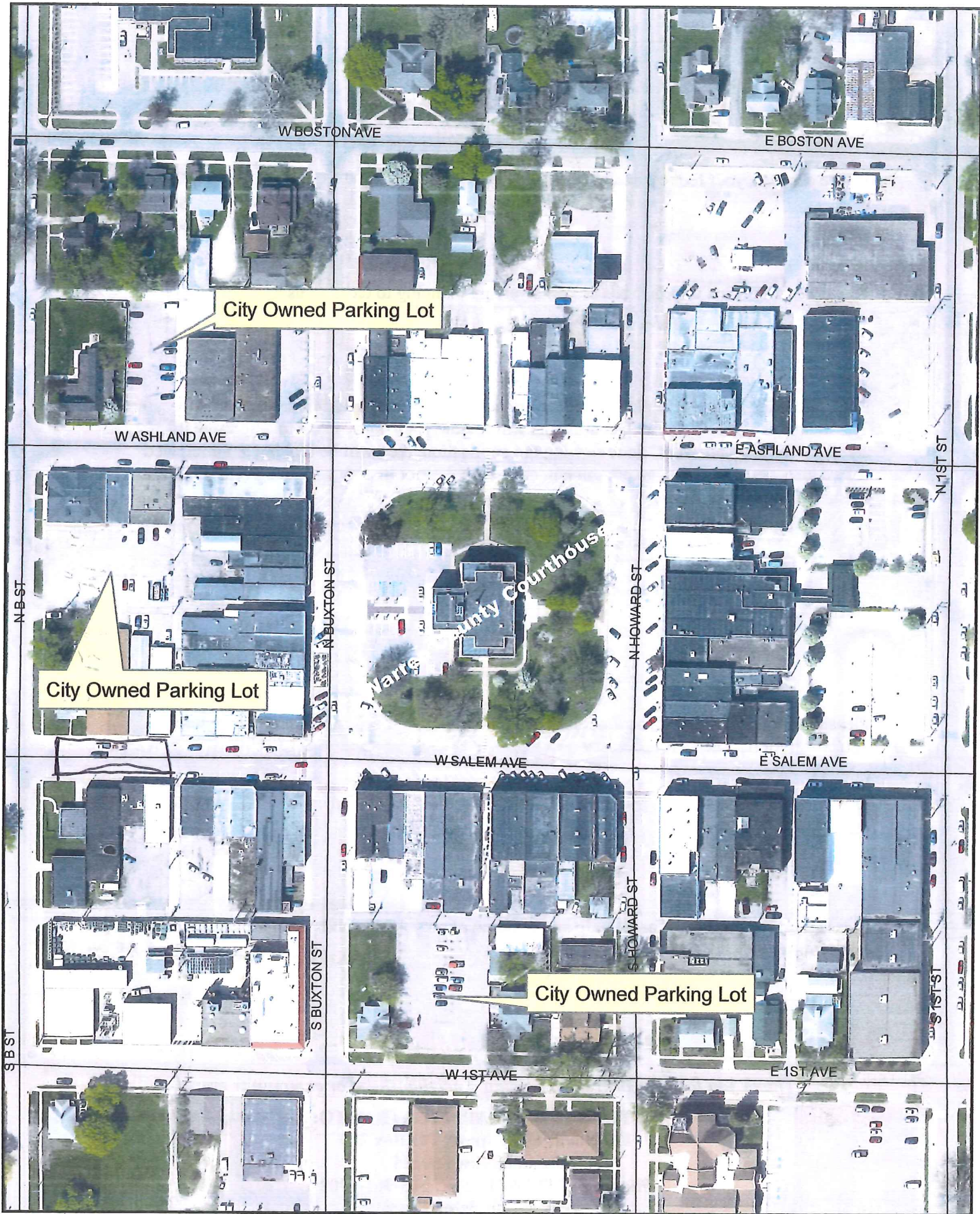
110 North First Street, PO Box 299

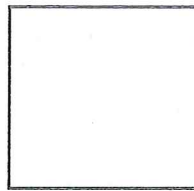
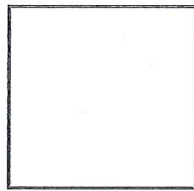
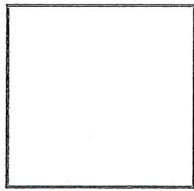
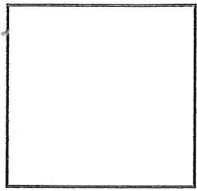
Indianola, Iowa 50125

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

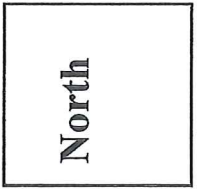
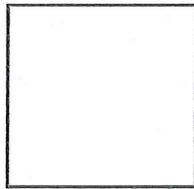
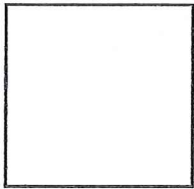
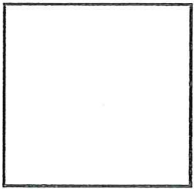
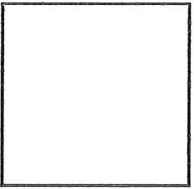
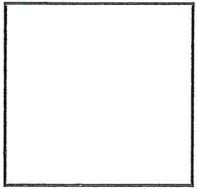
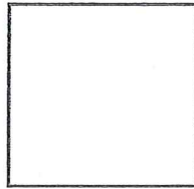
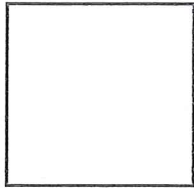
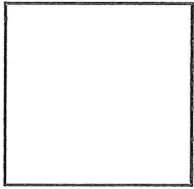
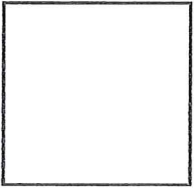
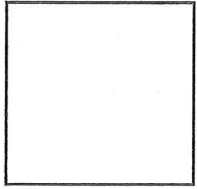
www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

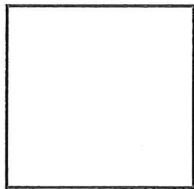




Highway 65/69



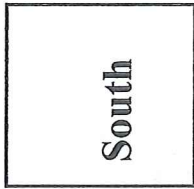
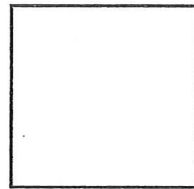
Boston Avenue



Ashland Avenue

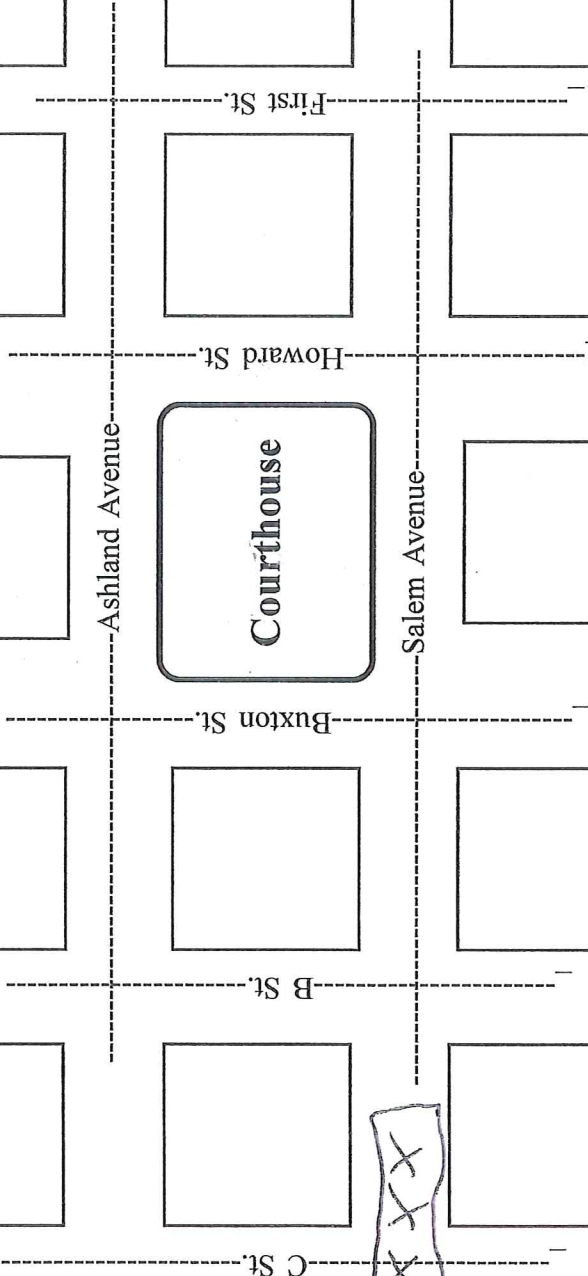
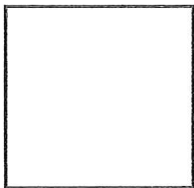
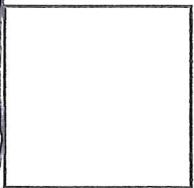
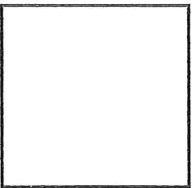
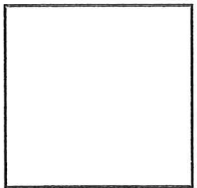
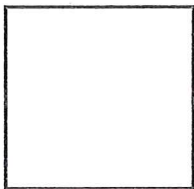
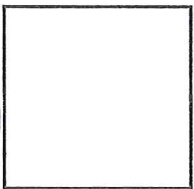
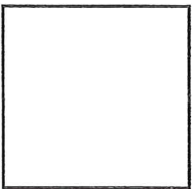
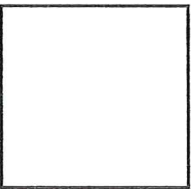
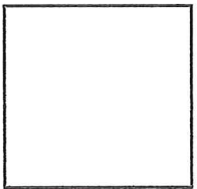
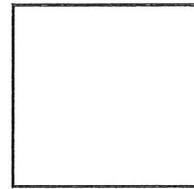
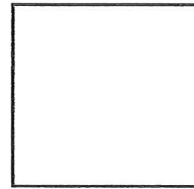
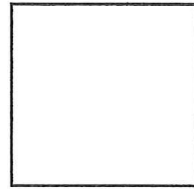
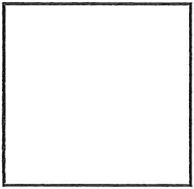
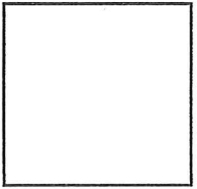


Salem Avenue



Highway 92

First Avenue



(MUTUAL) INSURANCE COMPANY
6101 ANACAPRI BLVD., LANSING, MI 48917-3999

BUSINESSOWNERS POLICY DECLARATIONS

Renewal Effective 08-01-2018

AGENCY ALL PLAN INSURANCE INC
07-0188-00 MKT TERR 031 (515) 961-3669

POLICY NUMBER 51-323-284-00

INSURED UNIQUE DECOR AND MORE

Company Use 39-57-IA-1708

ADDRESS 219 W SALEM AVE
INDIANOLA IA 50125-2420

Company
Bill

POLICY TERM	
12:01 a.m.	12:01 a.m.
to	
08-01-2018	08-01-2019

In consideration of payment of the premium shown below, this policy is renewed. Please attach this
Declarations and attachments to your policy. If you have any questions, please consult with your agent.

ENTITY: Limited Liability Company

PROPERTY COVERAGES - ALL DESCRIBED LOCATIONS	DED	LIMITS	PREMIUM
--	-----	--------	---------

Special Coverage Form
TERRORISM - CERTIFIED ACTS

\$1.54

BUSINESS LIABILITY PROTECTION	LIMITS	PREMIUM
-------------------------------	--------	---------

COVERAGES

Aggregate Limit
(Other than Products-Completed Operations)
Products-Completed Operations Aggregate
Liability and Medical Expense
Medical Expense - Per Person
Personal Injury
Tenants Fire Legal - Any One Fire
TERRORISM - CERTIFIED ACTS

\$4,000,000	\$17.32
2,000,000	Included
2,000,000	Included
5,000	Included
Included	Included
50,000	Included
	.17

FORMS THAT APPLY TO ALL LOCATIONS:

54961 (11-11)	BP0009 (01-87)	54518 (08-09)	BP0002 (01-87)	BP0006 (01-87)
54867 (03-08)	54656 (08-91)	54679 (06-92)	54709 (04-10)	54098 (05-07)
64776 (01-16)		54734 (08-95)	54088 (09-09)	64728 (02-14)

Meeting Date: 09/17/2018

Information

Subject

Claims on the computer printout for September 17, 2018 and the August 2018 receipts report

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
21ST CENTURY REHAB P.C.				
21ST CENTURY REHAB P.C.	PREWORK SCREENS	09/06/2018	60.00	GENERAL FUND
Total 21ST CENTURY REHAB P.C.:			60.00	
A-CHECK GLOBAL				
A-CHECK GLOBAL	BACKGROUND CHECKS	08/31/2018	73.00	FIRE FUND
A-CHECK GLOBAL	BACKGROUND CHECKS	08/31/2018	41.00	GENERAL FUND
Total A-CHECK GLOBAL:			114.00	
AGRILAND FS INC				
AGRILAND FS INC	FIELD DRY	08/21/2018	1,640.00	PARK & RECREATI
AGRILAND FS INC	2017 SOUTH HOWARD/BUXTON	08/21/2018	42.00	ROAD USE TAX FU
AGRILAND FS INC	PROPANE CONTRACT	08/14/2018	250.00	PARK & RECREATI
Total AGRILAND FS INC:			1,932.00	
AGSOURCE COOPERATIVE SERVICES				
AGSOURCE COOPERATIVE SE	AUGUST WATER TEST	08/16/2018	39.00	POOL (MEMORIAL)
Total AGSOURCE COOPERATIVE SERVICES:			39.00	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	LEGAL CORRESPONDENCE CALLS	08/28/2018	617.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			617.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	QUARTERLY AGREEMENT (3 OF 12)	08/07/2018	950.87	LIBRARY FUND
Total AIR-CON MECHANICAL CORP.:			950.87	
AIRGAS USA LLC				
AIRGAS USA LLC	RENTAL OF BOTTLE/ARGON	08/31/2018	6.92	FIRE FUND
Total AIRGAS USA LLC:			6.92	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	SOFTBALL CONCESSIONS	08/24/2018	562.03	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			562.03	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAIN	CD	08/06/2018	38.26	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	08/06/2018	19.08	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	08/06/2018	6.60	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	08/07/2018	21.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	08/20/2018	22.76	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	08/20/2018	9.31	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	08/20/2018	10.28	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	CD	08/20/2018	9.54	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	08/20/2018	20.99	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	08/23/2018	11.53	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	08/28/2018	21.74	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			191.83	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BAKER AND TAYLOR				
BAKER AND TAYLOR	20 BOOKS	08/01/2018	312.46	LIBRARY FUND
BAKER AND TAYLOR	41 BOOKS	08/07/2018	528.21	LIBRARY FUND
BAKER AND TAYLOR	72 BOOKS	08/16/2018	867.47	LIBRARY SPECIAL
BAKER AND TAYLOR	17 BOOKS	08/21/2018	223.74	LIBRARY FUND
BAKER AND TAYLOR	9 BOOKS	08/22/2018	137.86	LIBRARY FUND
Total BAKER AND TAYLOR:			2,069.74	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL CORRESPONDENCE	08/25/2018	105.00	GENERAL FUND
BRICK GENTRY P.C.	TOBACCO PROSECUTIONS	08/25/2018	225.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL CORRESPONDENCE	08/25/2018	1,785.00	GENERAL FUND
BRICK GENTRY P.C.	DEVELOP DOCUMENT FOR EMS RIDERS	08/25/2018	120.00	AMBULANCE FUN
BRICK GENTRY P.C.	LEGAL SERVICES	08/25/2018	7,860.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES	08/25/2018	105.00	GENERAL FUND
BRICK GENTRY P.C.	POLICY	08/25/2018	60.00	GENERAL FUND
BRICK GENTRY P.C.	PROSECUTIONS	08/25/2018	1,905.00	GENERAL FUND
BRICK GENTRY P.C.	WASTEWATER MATTERS	08/25/2018	990.00	SEWER FUND
BRICK GENTRY P.C.	BRUSH GRINDING REVIEW	08/25/2018	75.00	ROAD USE TAX FU
Total BRICK GENTRY P.C.:			13,230.00	
BROADCAST MICROWAVE SERVICES				
BROADCAST MICROWAVE SER	EQUIPMENT WARRANTY	08/28/2018	3,351.50	POLICE FUND
Total BROADCAST MICROWAVE SERVICES:			3,351.50	
CENGAGE LEARNING				
CENGAGE LEARNING	LARGE PRINT BOOK	07/18/2018	23.20	LIBRARY FUND
Total CENGAGE LEARNING:			23.20	
CENTRAL IOWA TELEVISIONING				
CENTRAL IOWA TELEVISIONING	ANNUAL TV CLEANING CONTRACT	09/01/2018	12,716.87	SEWER CAPITAL P
Total CENTRAL IOWA TELEVISIONING:			12,716.87	
CINTAS CORPORATION				
CINTAS CORPORATION	1ST AID	08/30/2018	99.13	ROAD USE TAX FU
Total CINTAS CORPORATION:			99.13	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2018	968.00	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	ACTIVITY CENTER UTILITIES	08/31/2018	856.70	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - 206 N 1ST	08/31/2018	44.63	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2018	6,053.45	GENERAL FUND
CITY OF INDIANOLA - UTILITY	STREETLIGHTS	08/31/2018	13,521.57	GENERAL FUND
CITY OF INDIANOLA - UTILITY	RENEWABLE	08/31/2018	231.00	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES, TOTAL N SEWER PLANT, DEMAN	08/31/2018	1,501.77	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2018	13,188.22	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2018	467.58	ROAD USE TAX FU
CITY OF INDIANOLA - UTILITY	UTILITIES - 410 N JEFFERSON	08/31/2018	144.13	FIRE FUND
CITY OF INDIANOLA - UTILITY	ADULT SB UTILITIES	08/31/2018	859.13	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	AQUATIC CENTER UTILITES	08/31/2018	4,218.38	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CITY OF INDIANOLA - UTILITY:			42,054.56	
CLARK, KELSEY				
CLARK, KELSEY	REFUND FOR SWIM LESSONS	08/29/2018	40.00	POOL (MEMORIAL)
Total CLARK, KELSEY:			40.00	
CR SERVICES				
CR SERVICES	SAFETY GLASSES	08/27/2018	24.71	SEWER FUND
CR SERVICES	1 PAIR OF SAFETY GLASSES	09/03/2018	2.07	SEWER FUND
Total CR SERVICES:			26.78	
CRAIG'S AUTOMOTIVE				
CRAIG'S AUTOMOTIVE	REPAIR 161	07/12/2018	199.00	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR 161	07/24/2018	801.05	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	08/10/2018	60.80	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR 151	08/17/2018	20.00	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR 171	08/23/2018	1,378.00	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR 151	08/08/2018	164.95	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE SERVICE	08/09/2018	285.00	POLICE FUND
Total CRAIG'S AUTOMOTIVE:			2,908.80	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED LEAGUE SB	08/30/2018	75.00	PARK & RECREATI
CRAWFORD, RICHARD L.	COED LEAGUE SB	09/06/2018	75.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			150.00	
DAVEY, GLENN				
DAVEY, GLENN	REFUND - DAMAGE DEPOSIT	09/04/2018	25.00	PARK & RECREATI
Total DAVEY, GLENN:			25.00	
DES MOINES AREA COMM COLLEGE				
DES MOINES AREA COMM COL	STROKE CASE STUDIES	07/16/2018	15.00	AMBULANCE FUN
Total DES MOINES AREA COMM COLLEGE:			15.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR	06/05/2018	178.53	ROAD USE TAX FU
DOWNEY TIRE PROS	TIRE PLUG	08/27/2018	15.00	PARK & RECREATI
Total DOWNEY TIRE PROS:			193.53	
DUNN LIBRARY				
DUNN LIBRARY	SERVER REPLACEMENT AGREEMENT	09/04/2018	1,600.00	LIBRARY FUND
Total DUNN LIBRARY:			1,600.00	
ELECTRICAL ENG & EQUIP				
ELECTRICAL ENG & EQUIP	RADIO IN NEW DODGE	08/31/2018	448.63	ROAD USE TAX FU
Total ELECTRICAL ENG & EQUIP:			448.63	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	CAR 181	08/24/2018	13,838.54	POLICE FUND
ELECTRONIC ENGINEERING C	REPAIR RADIO	08/28/2018	202.50	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			14,041.04	
FARNER-BOCKEN				
FARNER-BOCKEN	SOFTBALL CONCESSIONS	08/27/2018	526.91	PARK & RECREATI
Total FARNER-BOCKEN:			526.91	
FORMATION GROUP				
FORMATION GROUP	PAY #2 CITY HALL ASSESSMENT	09/05/2018	11,280.00	CAPITAL PROJECT
Total FORMATION GROUP:			11,280.00	
G & L CLOTHING				
G & L CLOTHING	DANNY'S CLOTHING	08/21/2018	290.00	ROAD USE TAX FU
Total G & L CLOTHING:			290.00	
GALLS LLC				
GALLS LLC	UNIFORM SHIRT	08/08/2018	54.98	FIRE FUND
GALLS LLC	UNIFORMS - GROSSMAN	08/16/2018	495.84	POLICE FUND
GALLS LLC	UNIFORMS - GROSSMAN	08/16/2018	209.97	POLICE FUND
GALLS LLC	UNIFORM PANTS	08/17/2018	44.99	FIRE FUND
GALLS LLC	UNIFORM PANTS	08/17/2018	44.99	FIRE FUND
Total GALLS LLC:			850.77	
GEORGE LONG COMPANY INC				
GEORGE LONG COMPANY INC	FLAG FOOTBALL MOUTHGUARDS	08/23/2018	90.32	PARK & RECREATI
Total GEORGE LONG COMPANY INC:			90.32	
HAWKEYE TRUCK EQUIPMENT				
HAWKEYE TRUCK EQUIPMENT	PLOW WING KIT	08/21/2018	764.10	ROAD USE TAX FU
Total HAWKEYE TRUCK EQUIPMENT:			764.10	
HILDRETH, KIMBERLY				
HILDRETH, KIMBERLY	REFUND FOR SWIM LESSONS	08/29/2018	40.00	POOL (MEMORIAL)
Total HILDRETH, KIMBERLY:			40.00	
HR GREEN INC				
HR GREEN INC	WWTP CONCEPTUAL DESIGN	09/05/2018	4,125.00	SEWER CAPITAL P
Total HR GREEN INC:			4,125.00	
INDIANOLA COUNTRY CLUB				
INDIANOLA COUNTRY CLUB	SEMINAR LUNCH 8-28-18	09/05/2018	129.04	PARK & RECREATI
Total INDIANOLA COUNTRY CLUB:			129.04	
INDOFF INCORPORATED				
INDOFF INCORPORATED	PAPER	08/16/2018	29.77	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INDOFF INCORPORATED:			29.77	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	COPY LEASE	08/13/2018	258.01	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	COPIES	08/17/2018	75.67	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	LEASE ON COPY/PRINTER/SCAN/FAX	08/22/2018	261.37	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIES	08/30/2018	170.19	PARK & RECREATI
Total INFOMAX OFFICE SYSTEMS INC.:			765.24	
IOWA ASSOC OF MUN UTILITIES				
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH & REPORT -	08/31/2018	110.00	POLICE FUND
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH & REPORT -	08/31/2018	110.00	GENERAL FUND
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH & REPORT -	08/31/2018	110.00	FIRE FUND
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTING - AUGUST 2018	08/31/2018	52.33	SEWER FUND
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTING - AUGUST 2018	08/31/2018	52.33	ROAD USE TAX FU
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTING - AUGUST 2018	08/31/2018	52.34	GENERAL FUND
Total IOWA ASSOC OF MUN UTILITIES:			487.00	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	HWY 65/IOWA WALK INDICATION	09/04/2018	100.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			100.00	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	ESSENTIALS MANUAL 6TH ED	08/27/2018	185.00	FIRE FUND
Total IOWA STATE UNIVERSITY:			185.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGR - LIBRARY	09/01/2018	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT C	WATER MGR - MUN BLDG	09/01/2018	150.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
JERICO SERVICES INC				
JERICO SERVICES INC	SOUTH K STREET DUST CONTROL	08/29/2018	2,408.00	ROAD USE TAX FU
Total JERICO SERVICES INC:			2,408.00	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	KEYS FOR SHOP	08/09/2018	30.00	ROAD USE TAX FU
Total JESS' LOCK AND KEY:			30.00	
JIM'S JOHNS				
JIM'S JOHNS	SOUTH PARK RR	08/15/2018	160.00	PARK & RECREATI
Total JIM'S JOHNS:			160.00	
JOHNSON, VICKIE				
JOHNSON, VICKIE	COURSE REFUND	09/04/2018	43.00	PARK & RECREATI
Total JOHNSON, VICKIE:			43.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
JOINER CONSTRUCTION CO INC				
JOINER CONSTRUCTION CO IN	FIXED FILM REACTOR BYPASS PROJECT	09/04/2018	2,515.51	SEWER CAPITAL P
Total JOINER CONSTRUCTION CO INC:			2,515.51	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	WEEKLY TESTING	08/29/2018	230.00	SEWER FUND
KEYSTONE LABORATORIES IN	WEEKLY TESTING	09/06/2018	186.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			416.00	
KNOX COMPANY, THE				
KNOX COMPANY, THE	KNOXBOX FOR 248 W/SOFTWARE	08/17/2018	1,863.00	AMBULANCE FUN
Total KNOX COMPANY, THE:			1,863.00	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	AIR HOSE FITTING	08/22/2018	22.38	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	KEYWAY	08/24/2018	218.94	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			241.32	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	OXYGEN RENTAL	08/31/2018	48.05	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			48.05	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	PAINT - SGT OFFICE	07/03/2018	21.98	POLICE FUND
MCCOY HARDWARE INC	FORM SCREWS	08/27/2018	41.39	ROAD USE TAX FU
MCCOY HARDWARE INC	HARDWARE	09/05/2018	3.05	PARK & RECREATI
Total MCCOY HARDWARE INC:			66.42	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED LEAGUE SB	08/30/2018	75.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			75.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	GAS - SHOP	08/17/2018	27.11	PARK & RECREATI
MID AMERICAN ENERGY CO.	GAS - SHOP	08/17/2018	16.87	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	UTILITIES	08/17/2018	19.80	FIRE FUND
MID AMERICAN ENERGY CO.	HEAT - BUILDING	08/17/2018	17.85	POLICE FUND
MID AMERICAN ENERGY CO.	UTILITIES	08/20/2018	13.45	FIRE FUND
MID AMERICAN ENERGY CO.	NATURAL GAS	08/17/2018	14.92	LIBRARY FUND
Total MID AMERICAN ENERGY CO.:			110.00	
MIDWEST RADAR & EQUIPMENT				
MIDWEST RADAR & EQUIPMEN	RADAR CERTIFICATIONS	08/21/2018	360.00	POLICE FUND
Total MIDWEST RADAR & EQUIPMENT:			360.00	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	ACTIVITY CENTER ELECTRIC REPAIR	08/30/2018	94.00	PARK & RECREATI
MILLER ELECTRIC SERVICES	POOL CIRCULATION PUMP INSTALLATION	08/30/2018	142.51	CAPITAL PROJECT

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MILLER ELECTRIC SERVICES:			236.51	
MOELLER ELECTRIC				
MOELLER ELECTRIC	ELECTRIC PERMIT REIMBURSEMENT	07/23/2018	122.50	GENERAL FUND
Total MOELLER ELECTRIC:			122.50	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	POOL CIRC PUMP PIPING	08/24/2018	439.95	CAPITAL PROJECT
MUNICIPAL SUPPLY INC	POOL CIRC PUMP PIPING	08/28/2018	102.05	CAPITAL PROJECT
MUNICIPAL SUPPLY INC	POOL CIRC PUMP PIPING - RETURN	08/31/2018	122.10	CAPITAL PROJECT
Total MUNICIPAL SUPPLY INC:			419.90	
MYERS, ROBERT				
MYERS, ROBERT	COED LEAGUE SB	09/06/2018	75.00	PARK & RECREATI
Total MYERS, ROBERT:			75.00	
NORTHERN STAR TECHNOLOGIES				
NORTHERN STAR TECHNOLOG	COMPLETE DEFICIENT INSPECTION ITEMS	08/27/2018	1,580.00	FIRE FUND
Total NORTHERN STAR TECHNOLOGIES:			1,580.00	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	1ST & B ST	08/30/2018	535.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	WEST SIDEWALK	07/27/2018	450.00	LIBRARY FUND
NORWALK READY-MIXED CON	BOOK DROP PLATFORM	07/30/2018	248.00	CAPITAL PROJECT
NORWALK READY-MIXED CON	15TH STREET TRAIL REPAIR	08/09/2015	1,166.00	PARK & RECREATI
NORWALK READY-MIXED CON	CONCRETE - PICKED UP AT INDIANOLA PLA	08/09/2018	102.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORMWATER INTAKE @ FOUST	08/13/2018	973.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORMWATER INTAKE @ FOUST	08/14/2018	187.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORM WATER REPAIR - ALLEY	08/15/2018	413.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORMWATER INTAKE	08/16/2018	156.25	ROAD USE TAX FU
NORWALK READY-MIXED CON	14TH & IOWA	08/20/2018	2,719.75	ROAD USE TAX FU
NORWALK READY-MIXED CON	14TH & IOWA	08/21/2018	1,870.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	14TH & IOWA	08/22/2018	1,354.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	S BUXTON STREET REPAIR	08/23/2018	1,428.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	S BUXTON STREET REPAIR	08/24/2018	855.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	S BUXTON CUL DE SAC	08/27/2018	952.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	S BUXTON CUL DE SAC	08/29/2018	1,593.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	S BUXTON CUL DE SAC	08/30/2018	1,239.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			16,244.50	
OFFICE TEAM				
OFFICE TEAM	TEMP EMPLOYMENT	07/23/2018	1,166.90	GENERAL FUND
Total OFFICE TEAM:			1,166.90	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	FLOOR MATS - NEW DODGE	08/20/2018	238.22	ROAD USE TAX FU
O'REILLY AUTO PARTS	CAR POLISH	08/21/2018	9.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	BACKHOE HOSES	09/10/2018	72.43	ROAD USE TAX FU
O'REILLY AUTO PARTS	BACKHOE HOSES	09/10/2018	69.06	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total O'REILLY AUTO PARTS:			389.70	
PARK, KRIS				
PARK, KRIS	COED LEAGUE SB	08/30/2018	75.00	PARK & RECREATI
PARK, KRIS	COED LEAGUE SB	09/06/2018	75.00	PARK & RECREATI
Total PARK, KRIS:			150.00	
PER MAR SECURITY				
PER MAR SECURITY	SECURITY MONITOR SERVICES	08/08/2018	920.16	LIBRARY FUND
Total PER MAR SECURITY:			920.16	
PETTY CASH-CITY CLERK				
PETTY CASH-CITY CLERK	POSTAGE 2/7/18	09/10/2018	10.70	POLICE FUND
PETTY CASH-CITY CLERK	POSTAGE 5/29/18	09/10/2018	.97	GENERAL FUND
PETTY CASH-CITY CLERK	MEALS 3/29/18	09/10/2018	51.90	FIRE FUND
PETTY CASH-CITY CLERK	BUCKETS FOR TRAINING	09/10/2018	42.69	FIRE FUND
PETTY CASH-CITY CLERK	TRUCK WASH 8/20/18	09/10/2018	6.00	GENERAL FUND
PETTY CASH-CITY CLERK	MEALS 5/16/18	09/10/2018	30.00	GENERAL FUND
PETTY CASH-CITY CLERK	SUPPLIES 3/21/18	09/10/2018	5.41	GENERAL FUND
PETTY CASH-CITY CLERK	TRUCK WASH 8/7/18	09/10/2018	10.00	GENERAL FUND
PETTY CASH-CITY CLERK	SUPPLIES 7/20/17	09/10/2018	7.47	POLICE FUND
PETTY CASH-CITY CLERK	SUPPLIES 5/14/18	09/10/2018	21.16	FIRE FUND
PETTY CASH-CITY CLERK	SUPPLIES 5/11/18	09/10/2018	8.79	FIRE FUND
PETTY CASH-CITY CLERK	DRY ICE 4/20/18	09/10/2018	12.54	FIRE FUND
PETTY CASH-CITY CLERK	BALANCE PETTY CASH	09/10/2018	26.82	GENERAL FUND
PETTY CASH-CITY CLERK	CARDS 2/27/18	09/10/2018	2.27	FIRE FUND
PETTY CASH-CITY CLERK	SUPPLIES 7/27/18	09/10/2018	1.06	POLICE FUND
PETTY CASH-CITY CLERK	SUPPLIES 2/13/18	09/10/2018	23.61	POLICE FUND
PETTY CASH-CITY CLERK	POSTAGE 7/10/18	09/10/2018	24.70	GENERAL FUND
PETTY CASH-CITY CLERK	TRUCK WASH 2/16/18	09/10/2018	7.00	GENERAL FUND
PETTY CASH-CITY CLERK	WASP SPRAY 7/2/18	09/10/2018	12.58	POOL (MEMORIAL)
Total PETTY CASH-CITY CLERK:			305.67	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	BEAM	08/14/2018	42.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	PAINT SPRAYER	09/05/2018	8.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			50.00	
PLUMB SUPPLY				
PLUMB SUPPLY	POOL CIRC PUMP PIPING	08/28/2018	38.76	CAPITAL PROJECT
Total PLUMB SUPPLY:			38.76	
PRAXAIR DISTRIBUTION INC				
PRAXAIR DISTRIBUTION INC	GAS TANKS - PURCHASE	08/21/2018	872.24	ROAD USE TAX FU
Total PRAXAIR DISTRIBUTION INC:			872.24	
R & D MOTOR AND MACHINE				
R & D MOTOR AND MACHINE	REAPIRS TO 525 STEINER	09/07/2018	2,021.71	PARK & RECREATI
Total R & D MOTOR AND MACHINE:			2,021.71	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
RECORDED BOOKS INC				
RECORDED BOOKS INC	2 eBooks	08/01/2018	85.99	LIBRARY FUND
RECORDED BOOKS INC	1 BCD	08/06/2018	35.09	LIBRARY FUND
RECORDED BOOKS INC	1 BCD	08/07/2018	82.20	LIBRARY FUND
RECORDED BOOKS INC	2 eBooks	08/08/2018	146.00	LIBRARY FUND
RECORDED BOOKS INC	1 eAUDIO	08/22/2018	82.80	LIBRARY FUND
Total RECORDED BOOKS INC:			432.08	
SAFE BUILDING COMPLIANCE & TECHNOLOGY				
SAFE BUILDING COMPLIANCE	ELECTRICAL INSPECTIONS	08/31/2018	325.00	GENERAL FUND
Total SAFE BUILDING COMPLIANCE & TECHNOLOGY:			325.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	PPE - FIRE GLOVES	08/31/2018	1,198.20	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			1,198.20	
SAUTER, JAMIE				
SAUTER, JAMIE	FOOD WHILE TRAVELING	09/11/2018	97.84	FIRE FUND
Total SAUTER, JAMIE:			97.84	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 07/23/18 - 08/22/18	09/07/2018	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SHOTTENKIRK FORD OF INDIANOLA				
SHOTTENKIRK FORD OF INDIA	TAIL LIGHT	08/27/2018	32.90	PARK & RECREATI
Total SHOTTENKIRK FORD OF INDIANOLA:			32.90	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	2017 STREET MASTER PLAN	08/29/2018	2,400.00	STREET CAPITAL
SNYDER & ASSOCIATES INC	REVIEW OF STORM WATER REGULATIONS	08/29/2018	60.00	STORMWATER UTI
SNYDER & ASSOCIATES INC	TRAFFIC SIGNAL IMPROV/BACK IN PARKIN	08/29/2018	4,577.26	STREET CAPITAL
SNYDER & ASSOCIATES INC	STORM BRUSH DUMP ESTIMATIONS	08/29/2018	515.79	STREET CAPITAL
SNYDER & ASSOCIATES INC	PRAIRIE GLYNN/AUTUMN RIDGE COMPARIS	08/29/2018	1,035.00	GENERAL FUND
SNYDER & ASSOCIATES INC	JERRY KELLEY TRAIL ENGINEERING	08/29/2018	4,151.52	CAPITAL PROJECT
SNYDER & ASSOCIATES INC	2018 CAPITAL STREET IMPROVEMENTS EN	08/29/2018	1,280.00	STREET CAPITAL
SNYDER & ASSOCIATES INC	SPONSORED PROJECTS (STORMWATER) E	08/23/2018	4,575.00	STORMWATER UTI
Total SNYDER & ASSOCIATES INC:			18,594.57	
SOUTHWESTERN COMMUNITY COLLEGE				
SOUTHWESTERN COMMUNITY	CPR INSTRUCTOR TRAINING	08/22/2018	125.00	AMBULANCE FUN
Total SOUTHWESTERN COMMUNITY COLLEGE:			125.00	
SPRINGER PEST SOLUTIONS DSM				
SPRINGER PEST SOLUTIONS D	PEST CONTROL	08/14/2018	79.00	LIBRARY FUND
Total SPRINGER PEST SOLUTIONS DSM:			79.00	
STERNQUIST CONST. INC.				
STERNQUIST CONST. INC.	2018 STREET PROJECT #1	09/12/2018	90,785.13	STREET CAPITAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total STERNQUIST CONST. INC.:			90,785.13	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	CRACK SEALER	08/15/2018	792.00	ROAD USE TAX FU
Total STETSON BUILDING PRODUCTS INC:			792.00	
SUNDOWN EQUIPMENT				
SUNDOWN EQUIPMENT	KEY START	08/27/2018	41.52	ROAD USE TAX FU
Total SUNDOWN EQUIPMENT:			41.52	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES IN	OUTDOOR MOVIE - PADDINGTON 2	08/22/2018	423.00	PARK & RECREATI
Total SWANK MOTION PICTURES INC.:			423.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	GARBAGE - BUILDING ACCT #159	08/24/2018	16.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL ACCT #506	08/24/2018	94.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			110.00	
TEEL, ZACH & MANDI				
TEEL, ZACH & MANDI	I&I LOAN	08/01/2018	17,851.52	SEWER FUND
Total TEEL, ZACH & MANDI:			17,851.52	
TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	CD MONITOR PARTS	08/22/2018	40.95	FIRE FUND
Total TG TECHNICAL SERVICES:			40.95	
THEISEN'S				
THEISEN'S	CHAIN	08/28/2018	45.84	ROAD USE TAX FU
THEISEN'S	CHALK LINES	09/06/2018	38.45	ROAD USE TAX FU
Total THEISEN'S:			84.29	
TITAN MACHINERY				
TITAN MACHINERY	BIT ON BREAKER	08/16/2018	302.44	ROAD USE TAX FU
TITAN MACHINERY	BACKHOE REPAIR	08/15/2018	715.63	ROAD USE TAX FU
Total TITAN MACHINERY:			1,018.07	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	09/01/2018	70.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			70.00	
TWO RIVERS MARTIAL ARTS				
TWO RIVERS MARTIAL ARTS	INSTRUCTOR APR - AUG 2018	08/30/2018	2,235.50	PARK & RECREATI
Total TWO RIVERS MARTIAL ARTS:			2,235.50	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	08/01/2018	50.00	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	SAW REPAIR	08/14/2018	381.45	ROAD USE TAX FU
Total VAN WALL EQUIPMENT:			381.45	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	08/15/2018	366.38	POLICE FUND
VERIZON WIRELESS	CARDIAC MONITOR PHONES	08/25/2018	21.10	AMBULANCE FUN
VERIZON WIRELESS	WIRELESS FOR LAPTOP	08/26/2018	30.10	SEWER FUND
VERIZON WIRELESS	EMS CELL PHONES	08/26/2018	402.16	AMBULANCE FUN
VERIZON WIRELESS	330 LAPTOP/330 CELL	08/26/2018	50.63	FIRE FUND
VERIZON WIRELESS	WIRELESS FOR SPARE LAPTOP	08/26/2018	40.01	GENERAL FUND
Total VERIZON WIRELESS:			910.38	
WALTER F STEPHENS JR INC				
WALTER F STEPHENS JR INC	HAT BADGES	08/23/2018	2,052.25	POLICE FUND
Total WALTER F STEPHENS JR INC:			2,052.25	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	1,081.08	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	545.60	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	2,452.51	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	118.56	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	1,597.44	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	626.48	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	2,181.65	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	09/05/2018	69.71	PARK & RECREATI
Total WARREN COUNTY ENGINEER:			8,673.03	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	REC FEES	08/31/2018	217.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			217.00	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURE	PROPERTY TAXES	08/20/2018	14.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/20/2018	2.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/20/2018	2.00	GENERAL FUND
Total WARREN COUNTY TREASURER:			18.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING APT 10-13031-73000	09/01/2018	2,570.54	RECYCLING FUND
WASTE MANAGEMENT OF IOW	TRASH	08/29/2018	5.00	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13076-93002	09/01/2018	126.02	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13079-23004	09/01/2018	6.02	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING RES 10-13011-73004	09/01/2018	14,062.72	RECYCLING FUND
Total WASTE MANAGEMENT OF IOWA:			16,770.30	
WELLS FARGO CCER				
WELLS FARGO CCER	WAL-MART #1491Senior Craft Supplies	08/16/2018	16.03	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BIL2 computer to	08/20/2018	45.13	GENERAL FUND
WELLS FARGO CCER	AMAZON.COMLockout Paddle Locks,	08/20/2018	12.98	SEWER FUND
WELLS FARGO CCER	MCCOY TRUE VALUEDrop Cloth	08/21/2018	5.09	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP USCaster for book cart	08/22/2018	16.29	LIBRARY FUND
WELLS FARGO CCER	MCCOY TRUE VALUEBolts for Pool Pump	08/24/2018	16.12	SEWER FUND
WELLS FARGO CCER	WM SUPERCENTER #1491Office supplies	08/24/2018	25.80	PARK & RECREATI
WELLS FARGO CCER	BUSINESS FURNITURE WAREHOOoffice furnit	08/27/2018	734.58	PARK & RECREATI
WELLS FARGO CCER	RED ROBIN NO 796meal while on training eve	08/29/2018	12.61	FIRE FUND
WELLS FARGO CCER	JOHNNYS ALTOONAMetro Finance Officers M	08/31/2018	14.19	GENERAL FUND
WELLS FARGO CCER	DRAKE UNIV.-CASHIERSLast installment for D	08/15/2018	3,160.00	GENERAL FUND
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIA3 Inch Toilet S	08/17/2018	5.99	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BILParamedic te	08/20/2018	141.25	AMBULANCE FUN
WELLS FARGO CCER	CHARLES GABUS FORDrental van for state fai	08/21/2018	7.00-	PARK & RECREATI
WELLS FARGO CCER	SQ CR SERVICESTowels for Shop	08/22/2018	87.59	PARK & RECREATI
WELLS FARGO CCER	EASycANVASPRINTS.COMPromo Pictures	08/23/2018	68.12	PARK & RECREATI
WELLS FARGO CCER	PIZZA REPUBLICA DOWNTOWNMeal for traini	08/24/2018	45.40	FIRE FUND
WELLS FARGO CCER	EMBASSY SUITESParking at training in Denver	08/27/2018	44.00	FIRE FUND
WELLS FARGO CCER	AMZN MKTP USAvengers: Infinity War DVD	08/28/2018	14.96	LIBRARY FUND
WELLS FARGO CCER	OREILLY AUTO #0337Mini Bulbs for Tail Light	08/30/2018	11.24	PARK & RECREATI
WELLS FARGO CCER	OREILLY AUTO #0337Belt for Reach Out Mow	08/15/2018	22.68	PARK & RECREATI
WELLS FARGO CCER	QT 513 04005138Gas for rental van senior	08/17/2018	20.49	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Tie Downs for ATV trailer	08/20/2018	39.76	FIRE FUND
WELLS FARGO CCER	MCCOY TRUE VALUEPaint and Supplies for R	08/21/2018	69.14	PARK & RECREATI
WELLS FARGO CCER	SQ CR SERVICESToilet Paper	08/22/2018	67.11	PARK & RECREATI
WELLS FARGO CCER	CNM OUTDOOR EQUIPMENTTTrimmer Line	08/23/2018	29.20	PARK & RECREATI
WELLS FARGO CCER	RHEIN HAUSMeal for Training in	08/24/2018	29.76	FIRE FUND
WELLS FARGO CCER	EMBASSY SUITESHotel for Chuck Cross Aaro	08/27/2018	796.00	FIRE FUND
WELLS FARGO CCER	VAN WALL EQUIPMENTActuator for 1200A Dr	08/28/2018	897.90	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUEElectrical Outlet and Cov	08/30/2018	6.82	PARK & RECREATI
WELLS FARGO CCER	HY VEE 1271See Attached Receipt Submitted f	08/31/2018	38.22	AMBULANCE FUN
WELLS FARGO CCER	MCCOY TRUE VALUE1.5 inch Clamps, 1inch	08/16/2018	15.11	PARK & RECREATI
WELLS FARGO CCER	NAPA PARTS 0000514Gojo Hand Cleaner	08/17/2018	15.99	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BILElsies Woma	08/20/2018	8.95	LIBRARY FUND
WELLS FARGO CCER	GRIMALDIS PIZZA #07701Meal for out of town	08/21/2018	32.00	FIRE FUND
WELLS FARGO CCER	BUBBA GUMP DENVERTraining meals Chuck	08/22/2018	21.05	FIRE FUND
WELLS FARGO CCER	MCCOY TRUE VALUEPiping for Morlock Sump	08/23/2018	29.37	SEWER FUND
WELLS FARGO CCER	MCCOY TRUE VALUEParts for Digester Flare	08/24/2018	25.27	SEWER FUND
WELLS FARGO CCER	MAVERIK #480meal while on training in colorad	08/27/2018	6.18	FIRE FUND
WELLS FARGO CCER	RED ROBIN NO 796See Attached Receipt Sub	08/29/2018	12.61	FIRE FUND
WELLS FARGO CCER	CELLULAR ONLY INDIANOLAextended cords f	08/30/2018	64.20	POLICE FUND
WELLS FARGO CCER	AMZN MKTP USoffice supplies	08/16/2018	32.98	POLICE FUND
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BILMasking tape	08/20/2018	35.53	LIBRARY FUND
WELLS FARGO CCER	AMAZON.COMLockout Paddle Locks	08/20/2018	12.84	SEWER FUND
WELLS FARGO CCER	MCCOY TRUE VALUEReturn Gallon of Paint fo	08/21/2018	32.99-	PARK & RECREATI
WELLS FARGO CCER	SAPP BROS. YORKFuel for 330 during travel a	08/22/2018	40.10	FIRE FUND
WELLS FARGO CCER	IN BURRIS COMPUTER FORMS110-2100-65	08/23/2018	118.55	ROAD USE TAX FU
WELLS FARGO CCER	PIZZA REPUBLICA DOWNTOWNDenver Meal	08/24/2018	24.98	FIRE FUND
WELLS FARGO CCER	AMZN MKTP USBook repair tape	08/27/2018	8.05	LIBRARY FUND
WELLS FARGO CCER	DLH GRAFXUniforms for department caps	08/29/2018	263.40	FIRE FUND
WELLS FARGO CCER	AED SUPERSTORE	08/31/2018	250.00-	POLICE FUND
WELLS FARGO CCER	CHUMBLEYS AUTO CARESee the Submitted	08/16/2018	14.58	FIRE FUND
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIA2 x 10	08/17/2018	12.78	PARK & RECREATI
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQSee the At	08/20/2018	2,855.88	AMBULANCE FUN
WELLS FARGO CCER	GRIMALDIS PIZZA #07701Meals Chuck Cross	08/21/2018	21.44	FIRE FUND
WELLS FARGO CCER	AMZN MKTP USReplacement key for treadmill	08/22/2018	6.64	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BILDeadpool 2 D	08/23/2018	17.96	LIBRARY FUND
WELLS FARGO CCER	HY VEE 1271ILS implementation	08/24/2018	7.98	LIBRARY FUND
WELLS FARGO CCER	MOOD PANDORAMonthly Hold Music	08/27/2018	26.95	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	HY VEE 1271BBQ Lunch for storm clean up. Hy	08/28/2018	811.30	GENERAL FUND
WELLS FARGO CCER	MCCOY TRUE VALUETOilet Seal	08/30/2018	6.74	PARK & RECREATI
WELLS FARGO CCER	PLEASURE POOL AND SPAPool Vacuum Hos	08/03/2018	69.99	POOL (MEMORIAL)
WELLS FARGO CCER	MCCOY TRUE VALUETrimmer line and vulkem	08/07/2018	24.11	SEWER FUND
WELLS FARGO CCER	VETTER EQUIPMENT CO INDIFuel pump for tr	08/08/2018	146.00	SEWER FUND
WELLS FARGO CCER	WAL-MART #1491Supplies for MCI Training	08/13/2018	31.88	FIRE FUND
WELLS FARGO CCER	SAMS CLUB #6979Food MCI active shooter tra	08/14/2018	64.76	AMBULANCE FUN
WELLS FARGO CCER	SAMSClub #6344Misc Senior Supplies for kitc	08/16/2018	91.74	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BILLego DVD, Br	08/20/2018	26.75	LIBRARY FUND
WELLS FARGO CCER	AMZN MKTP US AMZN.COM/BILGandB Detect	08/20/2018	23.98	LIBRARY FUND
WELLS FARGO CCER	HY VEE 1271Staff training	08/21/2018	20.16	LIBRARY FUND
WELLS FARGO CCER	BUBBA GUMP DENVERMeal for training in De	08/22/2018	24.43	FIRE FUND
WELLS FARGO CCER	TMS IOWA PRISON INDUSTDog Park signage	08/23/2018	172.59	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUEBatteries for Play Equip	08/24/2018	8.99	PARK & RECREATI
WELLS FARGO CCER	PILOT_00902Fuel for 330 while on training eve	08/27/2018	47.55	FIRE FUND
WELLS FARGO CCER	RED ROBIN NO 796Meals chuck cross training	08/29/2018	12.40	FIRE FUND
WELLS FARGO CCER	AMZN MKTP US2 mini DP to HDMI 6 HDMI to	08/30/2018	133.92	VEHICLE RESERV
WELLS FARGO CCER	AMZN MKTP USDetective camera	08/15/2018	1,299.00	POLICE FUND
WELLS FARGO CCER	WM SUPERCENTER #1491Shop Supplies	08/17/2018	12.34	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUEDrill adapters	08/20/2018	16.71	AMBULANCE FUN
WELLS FARGO CCER	MENARDS ALTOONA IAWindow AC for Breakr	08/21/2018	207.24	SEWER FUND
WELLS FARGO CCER	CASEYS GEN STORE 2097Staff training	08/22/2018	43.57	LIBRARY FUND
WELLS FARGO CCER	MCCOY TRUE VALUEParts for Morlock Sump	08/23/2018	26.26	SEWER FUND
WELLS FARGO CCER	RHEIN HAUSTraining meals Chuck Cross Denv	08/24/2018	33.00	FIRE FUND
WELLS FARGO CCER	ADOBE CREATIVE CLOUDAdobe creative suit	08/27/2018	599.88	GENERAL FUND
WELLS FARGO CCER	AMZN MKTP USBook Club DVD	08/28/2018	17.96	LIBRARY FUND
WELLS FARGO CCER	OREILLY AUTO #0337Bearings for Play Equip	08/30/2018	34.18	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Duct tape, planner, spray pai	08/31/2018	43.69	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Legal Size Folders	08/17/2018	3.82	PARK & RECREATI
WELLS FARGO CCER	CHARLES GABUS FORDrental van for state fai	08/20/2018	118.71	PARK & RECREATI
WELLS FARGO CCER	MENARDS DES MOINES IAWeed killer	08/21/2018	35.66	LIBRARY FUND
WELLS FARGO CCER	AMZN MKTP USDrop box cart	08/22/2018	264.00	LIBRARY SPECIAL
WELLS FARGO CCER	CASEYS OGALLALAFuel for 330 during travel	08/22/2018	43.18	FIRE FUND
WELLS FARGO CCER	JIMMY JOHNS # 1091 -Staff - ILS implementati	08/24/2018	85.72	LIBRARY FUND
WELLS FARGO CCER	AMZN MKTP USBook repair tape, receipt printe	08/27/2018	92.24	LIBRARY FUND
WELLS FARGO CCER	MAVERIK #480Fuel for 330 while in training	08/27/2018	53.74	FIRE FUND
WELLS FARGO CCER	KUM & GO #76Fuel for F250 for taking Blower t	08/30/2018	72.30	SEWER FUND
WELLS FARGO CCER	DEWEY FORDMedic 246 Carrier Bearing on dri	08/31/2018	419.49	AMBULANCE FUN
WELLS FARGO CCER	MCCOY TRUE VALUEPaint for Offices	08/16/2018	26.39	PARK & RECREATI
WELLS FARGO CCER	PLEASURE POOL AND SPAPool Soda Ash	08/20/2018	39.99	POOL (MEMORIAL)
WELLS FARGO CCER	CHARLES GABUS FORDrental van for state fai	08/20/2018	5.03	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP USParamedic text book	08/21/2018	319.99	AMBULANCE FUN
WELLS FARGO CCER	MCCOY TRUE VALUEFurnace Filters	08/22/2018	13.93	SEWER FUND
WELLS FARGO CCER	AWWA.ORGAWWA Membership	08/24/2018	90.00	SEWER FUND
WELLS FARGO CCER	BRODART SUPPLIESVinyl laminate for book c	08/27/2018	92.48	LIBRARY FUND
WELLS FARGO CCER	EMBASSY SUITESHotel Chief Chia and Jamie	08/27/2018	972.00	FIRE FUND
WELLS FARGO CCER	PAYPAL BESTDEALSUPCr123R batteries for	08/30/2018	25.95	POLICE FUND
WELLS FARGO CCER	DOWNEY TIRE PROSReplace 6 tires on medic	08/31/2018	1,972.59	FIRE FUND
WELLS FARGO CCER	OREILLY AUTO #0337Motor Oil, Oil and Air Filt	08/01/2018	165.69	PARK & RECREATI
WELLS FARGO CCER	INTERSTATE POWERSYSTEMrepair Engine 3	08/06/2018	2,337.95	FIRE FUND
WELLS FARGO CCER	SQ CR SERVICEToilet Paper, Roll Towels for	08/08/2018	132.78	PARK & RECREATI
WELLS FARGO CCER	VETTER EQUIPMENT CO INDIReturn Core Ch	08/09/2018	5.00-	SEWER FUND
WELLS FARGO CCER	CASEYS PIZZA 2894Pickard Concessions	08/13/2018	41.21	PARK & RECREATI
WELLS FARGO CCER	SITEONE LANDSCAPE SUPPLY,Sprinkler Hea	08/15/2018	49.57	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUELadder hooks	08/03/2018	23.16	LIBRARY FUND
WELLS FARGO CCER	TARGET 00008037Desk Organizer	08/06/2018	8.47	GENERAL FUND
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIADog Ear Fence	08/08/2018	31.79	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP USbrackets for MIFI in vehicles	08/13/2018	95.70	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	WM SUPERCENTER #1491food MCI active sh	08/14/2018	42.69	AMBULANCE FUN
WELLS FARGO CCER	ADOBE CREATIVE CLOUDmonthly subscrip	08/01/2018	49.99	PARK & RECREATI
WELLS FARGO CCER	SUNDOWN EQUIPMENTHydraulic Hose and Fi	08/06/2018	44.42	PARK & RECREATI
WELLS FARGO CCER	LAW ENFORCEMENT SYSTEMtraffic citation p	08/07/2018	157.00	POLICE FUND
WELLS FARGO CCER	IOWA STATE FAIRsenior trip tickets to State F	08/09/2018	80.00	PARK & RECREATI
WELLS FARGO CCER	HY VEE 1271Food MCI active shooter training	08/13/2018	66.59	AMBULANCE FUN
WELLS FARGO CCER	SITEONE LANDSCAPE SUPPLY,Transformer f	08/15/2018	292.03	PARK & RECREATI
WELLS FARGO CCER	INDOFF INCORPORATEDOffice supplies	08/02/2018	9.60	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATEDOffice chair and sup	08/06/2018	244.89	GENERAL FUND
WELLS FARGO CCER	DELL FINANCIAL SERVICES1 Desktop	08/08/2018	444.42	GENERAL FUND
WELLS FARGO CCER	MCCOY TRUE VALUELeather Gloves	08/10/2018	16.10	PARK & RECREATI
WELLS FARGO CCER	NPI/RAM MOUNTSHubs for 171-181	08/14/2018	184.88	POLICE FUND
WELLS FARGO CCER	GETMEREGISTERED.COMConference	08/02/2018	239.00	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATEDMaterials and Suppli	08/06/2018	20.65	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATEDBoxes for hard copy	08/08/2018	57.19	FIRE FUND
WELLS FARGO CCER	MCCOY TRUE VALUEPVC Primer and Glue	08/10/2018	12.13	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Office supplies.	08/13/2018	9.44	LIBRARY FUND
WELLS FARGO CCER	WARREN COUNTY ZONING DEPAFiling of sp	08/15/2018	250.00	SEWER CAPITAL P
WELLS FARGO CCER	INDOFF INCORPORATEDOffice supplies	08/02/2018	9.25	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATEDMaterials and Suppli	08/06/2018	33.17	GENERAL FUND
WELLS FARGO CCER	USPS PO 1843650625Forever stamps	08/08/2018	100.00	PARK & RECREATI
WELLS FARGO CCER	TEETER IRRIGATION INCSide window for tract	08/09/2018	314.33	SEWER FUND
WELLS FARGO CCER	EB IAPELRA-FALL CONFConference	08/13/2018	75.00	GENERAL FUND
WELLS FARGO CCER	WAL-MART #1491Event Snacks and Supplies	08/15/2018	166.32	PARK & RECREATI
WELLS FARGO CCER	THEISENS #21Wasp spray and gloves	08/01/2018	52.91	SEWER FUND
WELLS FARGO CCER	SQ CR SERVICESLens Cleaning Towelettes,	08/06/2018	61.74	PARK & RECREATI
WELLS FARGO CCER	JOHN BOYT INDUSTRIAL SEWSewing straps f	08/07/2018	15.00	FIRE FUND
WELLS FARGO CCER	MCCOY TRUE VALUEBolts and Nuts	08/09/2018	5.04	PARK & RECREATI
WELLS FARGO CCER	BEACON ATHLETICSSoftball Field Batters Box	08/13/2018	5,099.36	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Pool Concessions	08/15/2018	17.19	POOL (MEMORIAL)
WELLS FARGO CCER	CNM OUTDOOR EQUIPMENTRepair 338 chai	08/03/2018	19.00	FIRE FUND
WELLS FARGO CCER	POWER PROCESS EQUIPMENT IFreight char	08/07/2018	28.87	SEWER FUND
WELLS FARGO CCER	IOWA EMS ASSOCIATIONIEMSA renewal for t	08/08/2018	30.00	AMBULANCE FUN
WELLS FARGO CCER	AMZN MKTP USSecurity lights	08/13/2018	112.00	LIBRARY FUND
WELLS FARGO CCER	COUNTY PROCESSING FEEProcessing fee fo	08/14/2018	7.75	SEWER CAPITAL P
WELLS FARGO CCER	INDOFF INCORPORATEDSTAPLER, RUBBER	08/01/2018	26.12	GENERAL FUND
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIAx1 32 Gal Tras	08/06/2018	34.47	FIRE FUND
WELLS FARGO CCER	MCCOY TRUE VALUELeather Gloves	08/07/2018	23.38	PARK & RECREATI
WELLS FARGO CCER	THEISENS #21water pump and hose	08/09/2018	142.98	PARK & RECREATI
WELLS FARGO CCER	AMZN MKTP USflash drives and paper towels	08/13/2018	104.05	SEWER FUND
WELLS FARGO CCER	HY VEE GAS 5271See the Submitted Receipt f	08/15/2018	19.96	FIRE FUND

Total WELLS FARGO CCER:

30,334.39

WICKS, DEVAN

WICKS, DEVAN	WELLNESS - JULY	07/26/2018	15.00	POLICE FUND
--------------	-----------------	------------	-------	-------------

Total WICKS, DEVAN:

15.00

WIEGERT DISPOSAL CO.

WIEGERT DISPOSAL CO.	DUMPSTER - MAC	09/01/2018	35.00	POOL (MEMORIAL)
WIEGERT DISPOSAL CO.	DUMPSTER - ACTIVITY CENTER	09/01/2018	25.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - SOFTBALL	09/01/2018	125.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - PARKS	09/01/2018	185.00	PARK & RECREATI

Total WIEGERT DISPOSAL CO.:

370.00

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	09/04/2018	600.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	PARKS MOW CONTRACT	09/04/2018	6,220.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	LIBRARY MOW CONTRACT	09/04/2018	195.00	LIBRARY FUND
WOOSLEY LANDSCAPING & M	MOWING - LIFTS	09/04/2018	630.00	SEWER FUND
WOOSLEY LANDSCAPING & M	MOWING - PLANT	09/04/2018	710.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING:			8,355.00	
Grand Totals:			352,783.80	

City Council: _____

City Council Regular 2nd Mtg

8.

Meeting Date: 09/17/2018

Information

Subject

July 2018 City Treasurer's Report - Doug Shull

Information

Fiscal Impact

Attachments

July 2018 Treasurer Report

July 2017 Treasurer Report

FINANCIAL REPORT
MONTH OF JULY, 2018

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,612,431.86	107,215.08	171,099.66	146,588.31	11,713.19	1,683,422.40	
011 Police	1,419,411.07	7,427.57	257,643.16	33,103.52	4,590.62	1,197,708.38	
015 Fire	362,674.22	1,730.45	65,185.94	292.77	706.68	298,804.72	
016 Ambulance	-71,839.06	2,563.72	103,128.52	802.75	3,987.95	-175,589.06	
041 Library	163,249.46	2,548.94	46,162.68	507.47	2,696.27	117,446.92	
042 Park & Recreation	532,768.92	39,950.72	116,046.36	320.80	3,527.92	453,466.16	
045 Memorial Pool	146,987.50	37,720.24	56,095.47	0.00	0.00	128,612.27	
071 General Fund Debt Service	56,354.58	0.00	0.00	0.00	0.00	56,354.58	
099 Franchise Fees-MEC	736,089.70	25,884.93	0.00	0.00	0.00	761,974.63	
GENERAL FUND SUB-TOTAL	4,958,128.25	225,041.65	815,361.79	181,615.62	27,222.73	4,522,201.00	
110 Road Use Tax (Streets)	1,571,568.47	141,052.72	97,084.27	0.00	32,927.01	1,582,609.91	
112 Trust & Agency	0.00	5,004.67	0.00	0.00	5,004.67	0.00	
115 YMCA Maintenance Obligations	361,454.46	0.00	0.00	0.00	0.00	361,454.46	
121 Local Option Sales Tax	3,481,405.06	153,515.34	0.00	0.00	0.00	3,634,920.40	
125 TIF--Downtown	1,644,415.48	877.83	0.00	0.00	0.00	1,645,293.31	
141 Library Special Revenue	28,011.77	289.64	1,327.06	0.00	0.00	26,974.35	
142 Park & Rec Special Revenue	103,352.51	258.18	0.00	0.00	0.00	103,610.69	
160 Downtown Revolving Loan	231,564.24	12,719.66	37,691.52	0.00	0.00	206,592.38	
161 Downtown Business Inc Program	56,572.85	12,960.57	0.00	0.00	0.00	69,533.42	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	1,062,657.61	468.19	0.00	0.00	0.00	1,063,125.80	
199 Police Retirement	67,164.90	121.81	0.00	0.00	2,083.33	65,203.38	
SPECIAL REVENUES SUB-TOTAL	8,627,997.42	327,268.61	136,102.85	0.00	40,015.01	8,779,148.17	
200 DEBT SERVICE (SUB-TOTAL)	1,176,004.79	1,902.80	0.00	12,258.33	0.00	1,190,165.92	
301 Capital Projects (General)	546,656.99	16,980.77	21,727.81	0.00	0.00	541,909.95	
321 Capital Projects (Streets)	239,717.93	940.00	5,937.36	0.00	0.00	234,720.57	
344 Community Athletic Facility	-2,580.22	0.00	0.00	0.00	0.00	-2,580.22	
353 Community ReDevelopment (D&D)	-42,551.91	0.00	0.00	2,222.22	0.00	-40,329.69	
CAPITAL PROJECTS SUB-TOTAL	741,242.79	17,920.77	27,665.17	2,222.22	0.00	733,720.61	
610 Sewer	971,579.05	0.00	102,449.30	136,132.25	36,618.36	968,643.64	
650 Stormwater Utility	547,590.29	16,891.46	13,725.00	0.00	5,325.00	545,431.75	
670 Recycling	117,488.12	18,892.51	16,664.06	0.00	1,514.15	118,202.42	
710 Sewer Capital Projects	1,272,899.41	799,831.88	500,373.29	0.00	209,483.99	1,362,874.01	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	417,572.43	0.00	0.00	2,083.33	0.00	419,655.76	
791 Sewer Revenue Bonds	288,611.40	0.00	0.00	68,835.08	0.00	357,446.48	
820 Health Insurance	863,630.50	209,145.05	69,159.62	0.00	0.00	1,003,615.93	
830 Health Reimbursement Account	189,912.13	0.00	46,560.36	0.00	0.00	143,351.77	
840 Flex/STD	197,415.43	815.38	815.38	282.00	0.00	197,697.43	
850 Liability Insurance Reserve--City	13,357.01	25.64	0.00	0.00	0.00	13,382.65	
CITY UTILITY & IS SUB-TOTAL	4,994,294.47	1,045,601.92	749,747.01	207,332.66	252,941.50	5,244,540.54	
TOTAL CITY FUNDS	20,497,667.72	1,617,735.75	1,728,876.82	403,428.83	320,179.24	20,469,776.24	62%
TOTAL IMU FUNDS	13,353,804.63	1,857,627.05	2,362,136.93	242,666.67	325,916.26	12,766,045.16	38%
GRAND TOTAL CITY & IMU	33,851,472.35	3,475,362.80	4,091,013.75	646,095.50	646,095.50	33,235,821.40	
Cross Check Total						33,235,821.40	

Investments				Clerk's Balance	33,235,821.40
Bankers Trust	\$	21,021,713.49	2.03%		
Bankers Trust IMU Elec Fiber Project	\$	7,058,259.44	1.76%		
Bankers Trust Debt Reserve - Peoples Bank	\$	870,875.40	1.76%		
Iowa Public Agency Inv. Trust	\$	112,610.38	1.70%		
Payroll Account, TruBank	\$	-		Plus Outstanding Checks	138,077.34
Checking Account, TruBank	\$	110,014.01	0.15%	Outstanding Deposit	-13,481.75
Sweep Account, TruBank	\$	3,734,216.38	2.15%		
City USDA Funds - TruBank	\$	75,000.00			
IMU USDA Funds - TruBank	\$	375,000.00			
Indianola EMS - TruBank	\$	100.00			
Wells Fargo	\$	2,627.89			
BANK BALANCE		33,360,416.99			33,360,416.99

600 Water	519,824.91	239,516.81	124,035.88	0.00	109,275.60	526,030.24
620 IMU Administration	399.08	0.00	50,345.35	60,225.00	21.00	10,257.73
625 Revolving Economic Development	110,100.22	198.73	0.00	0.00	0.00	110,298.95
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	3,687,086.28	1,483,888.68	1,129,811.46	22,566.67	202,146.68	3,861,583.49
640 Fiber/Communications	326,909.50	40,591.13	62,956.10	0.00	14,472.98	290,071.55
700 Water Capital Projects	1,502,998.75	0.00	1,982.24	65,416.67	0.00	1,566,433.18
730 Electric Capital Projects	6,669,392.01	93,406.06	770,722.44	0.00	0.00	5,992,075.63
740 Fiber/Comm Capital Projects	-283,409.99	0.00	222,283.46	0.00	0.00	-505,693.45
770 Water Reserve	0.00	0.00	0.00	0.00	0.00	0.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	102,500.00	0.00	0.00	0.00	0.00	102,500.00
793 Electric Revenue Bonds	254,408.85	0.00	0.00	94,458.33	0.00	348,867.18
855 Liability Insurance Reserve--IMU	13,595.02	25.64	0.00	0.00	0.00	13,620.66
IMU SUB-TOTAL	13,353,804.63	1,857,627.05	2,362,136.93	242,666.67	325,916.26	12,766,045.16

INTEREST

<u>INTEREST DISTRIBUTION</u>	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 20,077.98	31.32%	\$ 97,042.04	\$ 20,077.98
Water Funds	\$ 4,006.62	6.25%	\$ 16,252.27	\$ 4,006.62
Sewer Funds	\$ 6,917.03	10.79%	\$ 24,645.80	\$ 6,917.03
\ Police Retirement	\$ 121.80	0.19%	\$ 556.97	\$ 121.80
Community Redevelopment	\$ -	0.00%	\$ -	\$ -
All other	\$ 32,982.51	51.45%	\$ 136,423.63	\$ 32,982.51
TOTAL	\$ 64,105.94	100.00%	\$ 274,920.71	\$ 64,105.94

FINANCIAL REPORT
MONTH OF JULY, 2017

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,352,562.29	46,917.10	210,236.28	251,578.59	8,242.03	1,432,579.67	
011 Police	730,474.72	42,994.27	199,867.08	50,210.97	127,516.12	496,296.76	
015 Fire	482,111.50	5,605.25	43,676.87	615.44	625.92	444,029.40	
016 Ambulance	294,721.55	47,195.04	83,372.33	324.94	22,908.51	235,960.69	
041 Library	36,696.80	2,492.67	63,502.87	648.16	2,396.33	-26,061.57	
042 Park & Recreation	435,253.43	30,157.85	103,303.30	734.28	3,139.06	359,703.20	
045 Memorial Pool	86,584.54	36,638.43	54,983.04	0.00	0.00	68,239.93	
071 General Fund Debt Service	57,047.98	294.77	0.00	0.00	0.00	57,342.75	
099 Franchise Fees-MEC	597,056.09	22,580.39	0.00	0.00	0.00	619,636.48	
GENERAL FUND SUB-TOTAL	4,072,508.90	234,875.77	758,941.77	304,112.38	164,827.97	3,687,727.31	
110 Road Use Tax (Streets)	1,595,614.69	191,512.31	84,829.12	0.00	31,798.49	1,670,499.39	
112 Trust & Agency	556,386.80	5,741.02	0.00	0.00	5,741.02	556,386.80	
115 YMCA Maintenance Obligations	278,856.46	0.00	0.00	0.00	0.00	278,856.46	
121 Local Option Sales Tax	1,690,405.34	126,981.04	0.00	0.00	0.00	1,817,386.38	
125 TIF--Downtown	942,917.52	7,282.07	0.00	0.00	0.00	950,199.59	
141 Library Special Revenue	29,989.83	304.60	1,585.40	0.00	0.00	28,709.03	
142 Park & Rec Special Revenue	146,835.84	576.57	70.62	0.00	0.00	147,341.79	
160 Downtown Revolving Loan	163,547.57	0.00	0.00	0.00	0.00	163,547.57	
161 Downtown Business Inc Program	41,340.80	0.00	0.00	0.00	0.00	41,340.80	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	971,602.73	868.54	0.00	138,101.08	0.00	1,110,572.35	
199 Police Retirement	78,507.83	70.82	0.00	0.00	2,083.34	76,495.31	
SPECIAL REVENUES SUB-TOTAL	6,515,835.48	333,336.97	86,485.14	138,101.08	39,622.85	6,861,165.54	
200 DEBT SERVICE (SUB-TOTAL)	1,569,996.77	6,733.95	0.00	51,408.30	0.00	1,628,139.02	
301 Capital Projects (General)	635,825.06	1,141.25	5,677.67	0.00	0.00	631,288.64	
321 Capital Projects (Streets)	118,707.48	143,175.12	29.46	0.00	0.00	261,853.14	
344 Community Athletic Facility	59.68	0.00	84.89	0.00	0.00	-25.21	
353 Community ReDevelopment (D&D)	-57,470.89	0.00	0.00	0.00	0.00	-57,470.89	
CAPITAL PROJECTS SUB-TOTAL	697,121.33	144,316.37	5,792.02	0.00	0.00	835,645.68	
610 Sewer	794,822.91	0.00	98,446.26	277,897.45	66,649.65	907,624.45	
650 Stormwater Utility	616,223.03	17,147.17	2,678.09	0.00	10,458.33	620,233.78	
670 Recycling	101,375.08	18,422.02	16,135.26	0.00	2,847.36	100,814.48	
710 Sewer Capital Projects	1,007,576.62	292,132.08	165.00	0.00	410,939.10	888,604.60	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	392,572.43	0.00	0.00	4,166.66	0.00	396,739.09	
791 Sewer Revenue Bonds	376,394.17	0.00	0.00	114,958.33	0.00	491,352.50	
820 Health Insurance	607,179.48	121,736.60	161,868.34	0.00	0.00	567,047.74	
830 Health Reimbursement Account	251,216.21	0.00	11,012.59	0.00	0.00	240,203.62	
840 Flex/STD	214,938.48	584.62	1,881.29	261.00	0.00	213,902.81	
850 Liability Insurance Reserve--City	22,243.37	812.98	0.00	0.00	0.00	23,056.35	
CITY UTILITY & IS SUB-TOTAL	4,498,780.48	450,835.47	292,186.83	397,283.44	490,894.44	4,563,818.12	
TOTAL CITY FUNDS	17,354,242.97	1,170,098.53	1,143,405.76	890,905.20	695,345.26	17,576,495.68	66%
TOTAL IMU FUNDS	9,063,247.61	1,486,648.92	1,233,906.04	315,204.76	510,764.70	9,120,430.55	34%
GRAND TOTAL CITY & IMU	26,417,490.57	2,656,747.45	2,377,311.80	1,206,109.96	1,206,109.96	26,696,926.22	
Cross Check Total						26,696,926.22	
Investments					Clerk's Balance	26,696,926.22	
Bankers Trust	\$ 21,507,691.80	1.86%					
Iowa Public Agency Inv. Trust	\$ 111,431.70	0.682%			Plus Outstanding Checks	168,193.53	
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 247,094.38	Earnings Credit			Outstanding Deposit	-17,084.78	
Sweep Account, City State Bank	\$ 1,381,482.84	0.65%					
Indianola Police Dept, City State Bank	\$ 37,622.38						
Payroll Account, TruBank	\$ (10.17)						
Checking Account, TruBank	\$ 109,981.26	0.15%					
Sweep Account, TruBank	\$ 3,450,378.72	1.15%					
Wells Fargo	\$ 2,362.06						
BANK BALANCE	26,848,034.97					26,848,034.97	

600 Water	248,086.34	226,606.66	100,576.50	0.00	180,590.31	193,526.19
620 IMU Administration	0.00	0.00	28,977.80	32,754.75	12.00	3,764.95
625 Revolving Economic Development	108,402.12	97.06	0.00	0.00	0.00	108,499.18
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	2,464,062.29	1,142,429.11	1,056,993.92	45,133.34	305,703.30	2,288,927.52
640 Fiber/Communications	263,472.20	35,852.26	34,277.05	0.00	24,459.09	240,588.32
700 Water Capital Projects	1,270,528.81	0.00	-133.50	84,991.67	0.00	1,355,653.98
730 Electric Capital Projects	3,991,763.30	81,650.71	13,214.27	0.00	0.00	4,060,199.74
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	0.00	0.00	0.00	0.00	0.00	0.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	0.00	0.00	0.00	8,541.67	0.00	8,541.67
793 Electric Revenue Bonds	253,559.07	0.00	0.00	143,783.33	0.00	397,342.40
855 Liability Insurance Reserve--IMU	13,373.48	13.12	0.00	0.00	0.00	13,386.60
IMU SUB-TOTAL	9,063,247.61	1,486,648.92	1,233,906.04	315,204.76	510,764.70	9,120,430.55

INTEREST DISTRIBUTION	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 6,476.26	24.69%	\$ 68,359.43	\$ 6,476.26
Water Funds	\$ 1,437.43	5.48%	\$ 14,683.62	\$ 1,437.43
Sewer Funds	\$ 2,394.84	9.13%	\$ 21,413.47	\$ 2,394.84
Police Retirement	\$ 70.82	0.27%	\$ 757.67	\$ 70.82
Community Redevelopment	\$ -	0.00%	\$ -	
All other	\$ 15,851.05	60.43%	\$ 142,570.71	\$ 15,851.05
TOTAL	\$ 26,230.40	100.00%	\$ 247,784.90	\$ 26,230.40

Meeting Date: 09/17/2018

Information

Subject

Report from Mike Maloney, DA Davidson, regarding sanitary sewer financing and approval of engagement letter with DA Davidson for new WWTP Financing

Information

Mike Maloney, DA Davidson, will present the sanitary sewer financing report.

Council will need to consider approval of the Municipal Advisor Service Agreement with DA Davidson.

Highlights of the agreement include:

- Review financial information to determine the ability of the Client to incur and repay the debt
- Prepare analyses according to the size of the Bond issue
- Recommend maturity schedules, call features
- Consult with Bond Counsel and review legal documentation on the Client's behalf
- Participate in the sale of Bonds, and provide bond market trend information and other information to facilitate the sale

Roll call is in order.

Fiscal Impact

Attachments

Report

DA Davidson Agreement

City of Indianola, Iowa

September 17, 2018



Waste Water Plant Financing Plan



Michael Maloney, Senior Vice President
(515) 471-2723
mmaloney@dadco.com



Scenario Assumptions

- \$39 million total project cost.
- \$3.4 million Local Option Tax revenues collected through FY 18.
- \$800,000 Local Option Tax revenues in FY 19 and beyond.
 - ✓ Allows for potential County-wide collections.
- Apply FY 17 through FY 21 Local Option Tax Revenues to project (total of \$5.80 million).
- Additional annual renewal and replacement capital projects targeted at average of \$500,000 per year.
- Sewer fund balance target of 100% of annual operating expenditures.
 - ✓ Additional revenues designated for future capital needs (capital fund).
- No increases in usage/users until 7/1/22.
- 3.00% annual operating expense increases.
- Maintain sewer rates to target 1.15 x minimum debt coverage.

Scenario Details



- Two financings through the State Revolving Fund (SRF) program.
 - ✓ Sewer Revenue Notes – payable only from sewer revenues.
 - Provides \$24.79 million for project costs.
 - 30-year term.
 - 3.00% interest rate.
 - Can pre-pay at anytime with no penalty.
 - ✓ G.O. Local Option Tax Notes – repaid by Local Option Tax.
 - Provides \$12.41 million for project costs.
 - \$800,000 annual debt service payments covered 100% by Local Option Tax.
 - 20-year term.
 - 2.00% interest rate.
 - Can pre-pay at anytime with no penalty.



Additional Scenario Considerations

- Treatment Plant Equipment is 50-year equipment.
- Blended interest rate for financing is 2.76%.
- Projected rates to users stay flat through FY 21-22.
 - ✓ 20-year scenario does not.
 - ✓ Assumes just modest (inflationary) adjustments FY 22-23 and beyond.
 - To cover 3.00% projected annual operating expense growth.
- Capital fund would have over positive fund balance available through FY 24-25.
 - ✓ This is in addition to average \$500,000 annual target for renewal and replacement capital projects.
- Additional revenues could be applied to early repayment of debt.
 - ✓ May also consider future refinancing of sewer revenue portion with G.O. debt.
 - Would allow continued use of Local Option Tax revenues for debt repayment beyond initial 20 years.

City of Indianola, Iowa



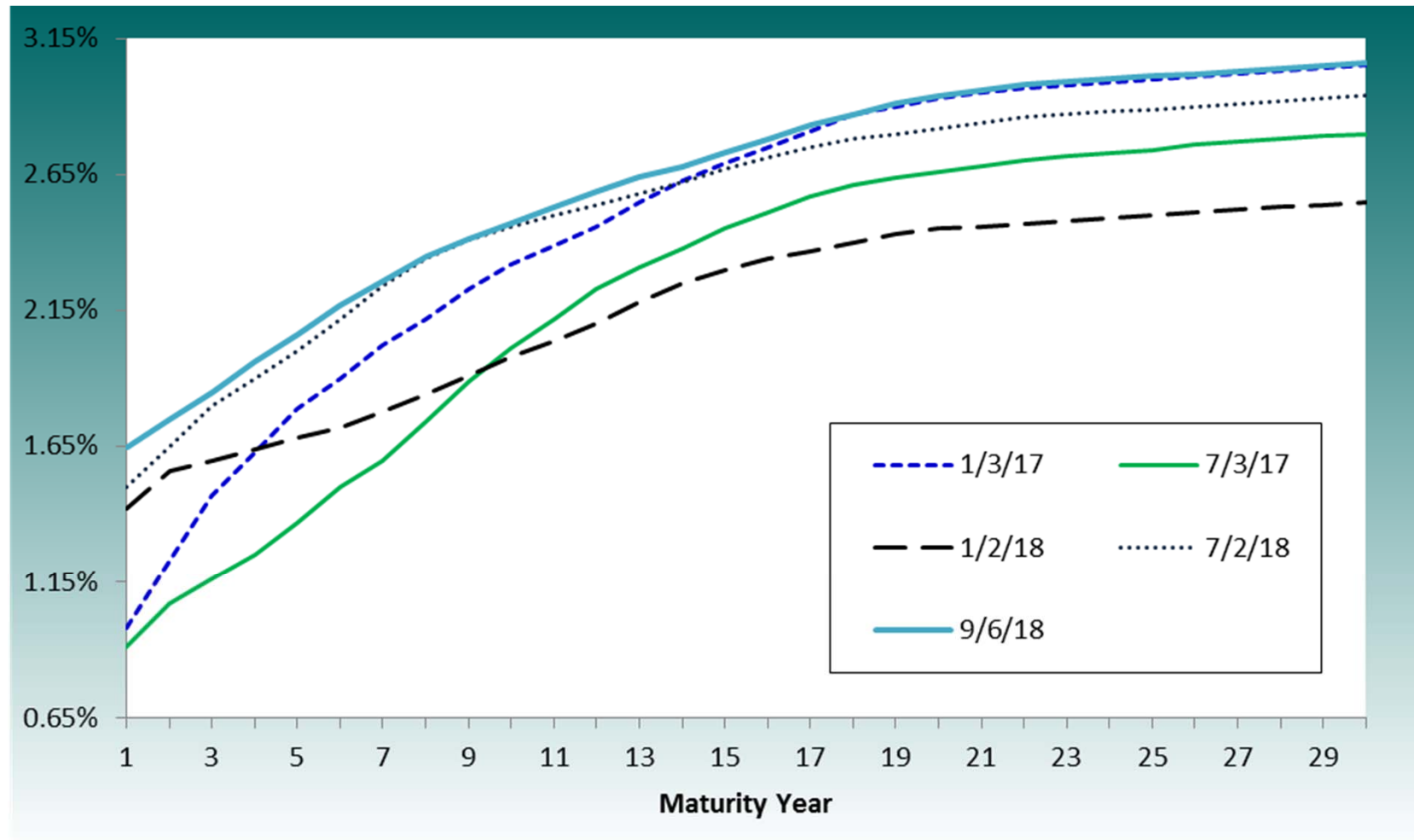
Current Market Conditions/Update



Market Overview

- While the Fed has already increased rates this year, the market consensus is that they still plan to increase the target rate in calendar year 2018.
- Many market commentators have projected that the Fed will make two rate increases before year-end.
- Despite the increase in short-term rates, municipal interest rates are quite favorable at this time, and remain at or near 3.00% for AAA benchmark rates on the long (20-30 year) maturities.
 - ✓ This limits the likelihood that long-term interest rates move lower, while leaving significant room for future rate increases based on market inflationary expectations.

AAA MMD Index Movement



Source: Thomson Reuters

City General Obligation Debt Overview



- Lowest rate of interest among financing options.
- Backed by the full faith and credit of the City.
 - ✓ Can use other revenue sources in addition to property tax levy.
- City is currently rated 'Aa2' by Moody's Investors Service.
 - ✓ Upgraded in August 2018.
- State of Iowa limits issuer's general obligation (G.O.) debt to no more than 5% of actual valuation.
 - ✓ Indianola's 1/1/17 valuation (applicable for fiscal year 2018-19) is \$959,834,217.
 - ✓ G.O. debt limit is \$47,991,711.
 - ✓ Currently, the City has \$13,380,000 of outstanding G.O. debt that counts towards this limit (48%).
 - \$34,610,000 of current capacity.



— FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, Director of Finance
CC: Ryan Waller, City Manager
Date: 17 September 2018
Re: Municipal Advisor Services Agreement with DA Davidson

The agreement included in your packet is to retain the services of DA Davidson in relation to the financing required for the new wastewater treatment facility. Mike Maloney from DA Davidson will be at the City Council meeting on September 17th to present to the Council the financing proforma he has established for this project and the sanitary sewer department as a whole. Mike has been heavily involved with reviewing financing for the city and has proven to be an invaluable advisor in finance and debt management.

The attached agreement has been reviewed by the city attorney, Amy Beattie, who has no issues with moving it forward for approval by Council.

I recommend approval of the agreement by resolution.



CITY OF INDIANOLA, IOWA
RESOLUTION NO _____

RESOLUTION APPROVING MUNICIPAL ADVISOR SERVICES AGREEMENT
BETWEEN CITY OF INDIANOLA AND DA DAVIDSON FOR
NEW WASTEWATER TREATMENT FACILITY

WHEREAS, the City of Indianola will soon be undertaking the construction of a new Wastewater Treatment Facility (WWTF); and

WHEREAS, the construction of the new WWTF will require financing, and

WHEREAS, the City Council desires to retain the services of DA Davidson for services to advise and prepare certain documents in relation to said financing, and

WHEREAS, the attached agreement specifies the duties of the City and DA Davidson in relation to said services.

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

Section 1. The attached Municipal Advisor Services Agreement Between City of Indianola and DA Davidson is approved.

Section 2. The Mayor is authorized to sign said report on behalf of the City.

PASSED AND APPROVED this 17th day of September, 2018.

Kelly Shaw
Mayor

ATTEST:

Diana Bowlin
City Clerk

August 29, 2018

Mr. Andy Lent
Finance Director
City of Indianola
110 N 1st St
Indianola, IA 50125

Re: Municipal Advisor Services Agreement

Dear Mr. Lent:

On behalf of D.A. Davidson & Co. ("we" or "D.A. Davidson"), we wish to thank you for the opportunity to serve as municipal advisor to the City of Indianola, Iowa ("you" or "Client"), with respect to the proposed Wastewater Treatment Utility System / State Revolving Fund Loans (the "Securities"). Upon your acceptance, this engagement letter (the "Agreement") will serve as our mutual agreement with respect to the terms and conditions of our engagement as your municipal advisor with respect to such services effective on the date this Agreement is executed by you (the "Effective Date").

1. **Scope of Municipal Advisor Services to be Provided by D.A. Davidson.** (a) You hereby engage D.A. Davidson to serve as municipal advisor with respect to the proposed issuance of the Securities, and in such capacity D.A. Davidson agrees to provide advice as to the structure, timing, terms and other matters regarding the Financing, including the following services, if and as requested by you (the "Scope of Services"):

- Review financial information to determine the ability of the Client to incur and repay the debt.
- Prepare analyses according to the size of the Bond issue, the term the Bonds will be outstanding, and the expected interest rates on the Bonds, and revise such schedules as necessary.
- Recommend maturity schedules, call features, method and timing of the bond sale and other terms necessary to ensure the lowest available interest rates on the Bonds. In preparing the maturity schedules, analyze the best alternative for payment of the debt service in conjunction with the Client's outstanding debt, and future financing needs.
- Coordinate with Client Officials and all project professionals, including Bond Counsel.
- Consult with Bond Counsel and review legal documentation on the Client's behalf. Bond Counsel will draft all legal proceedings, and will advise as to proper legal procedure to ensure a favorable and marketable legal opinion on the Bonds.
- If the Bonds are to be rated, prepare and disseminate the information necessary for review by a bond rating agency to obtain rating on the Bonds and will make recommendations in that regard for improved marketing of the Bonds ("Underlying Rating").
- Participate in the sale of Bonds, and provide bond market trend information and other information to facilitate the sale.

- Coordinate with the Underwriter and prepare the final debt service schedules, and other related schedules and calculations for the Client, and Bond Counsel.
- Assist the Client in delivery of the Bonds and Bond proceeds to the Client in such a manner that bond proceeds will be immediately available as needed.
- Assist the Client with such other usual and customary financial advisory services as may be requested by the Client.

Under Municipal Securities Rulemaking Board ("MSRB") Rule G-23, D.A. Davidson will not be able to serve as underwriter or placement agent for any notes, bonds or other securities to be issued and sold as part of the Financing. D.A. Davidson is registered as a municipal advisor with the Securities Exchange Commission and MSRB.

(b) The Scope of Services is subject to the following limitations:

(i) The Scope of Services is limited solely to the services described above and is subject to any limitations set forth within the description of the Scope of Services.

(ii) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the Financing or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(c) ***Amendment to Scope of Services.*** The Scope of Services may be changed only by written amendment or supplement to the Scope of Services described herein. The parties agree to amend or supplement the Scope of Services described herein promptly to reflect any material changes or additions to the Scope of Services.

2. **Municipal Advisor's Regulatory Duties When Servicing You.** MSRB Rule G-42 requires that D.A. Davidson make a reasonable inquiry as to the facts that are relevant to your determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by D.A. Davidson to you. The rule also requires that D.A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. D.A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on your behalf.

You agree to cooperate, and to cause your agents to cooperate, with D.A. Davidson in carrying out these regulatory duties, including providing to D.A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, you agree that, to the extent you seeks to have D.A. Davidson provide advice with regard to any recommendation made by a third party, you will provide to D.A. Davidson written direction to do so as well as any information you have received from such third party relating to its recommendation.

3. **Compensation.** (a) For its Services, D.A. Davidson's will charge 0.250% of the loan amounts without a written agreement signed by the parties. Such sums do not include travel related expenses, which, if necessary, will be billed to you separately. If additional services are requested by you, D.A. Davidson will prepare and submit to you an estimate of the total cost associated with such additional services. You will review and approve in writing such cost estimate for additional services and the total compensation and reimbursement to be paid by you to D.A. Davidson for such approved additional services shall not exceed the approved amount. D.A. Davidson's fees for additional services

shall be billed on an hourly basis at D.A. Davidson current standard rates, which will in no event exceed the amount approved by you in writing for such additional services. D.A. Davidson's current hourly rates are \$250 for a Senior Vice President.

(b) D.A. Davidson will submit bills to the Client for Services rendered upon completion of services rendered.

4. **Out-of-Pocket Expenses.** D.A. Davidson shall be responsible for any costs it may incur in the performance of its obligations under this Agreement unless otherwise provided herein

5. **Term and Termination.** The term of this Agreement shall extend from the Effective Date to December 31, 2021 or to the closing of the Securities. Notwithstanding the foregoing, either party may terminate D.A. Davidson's engagement at any time without liability or penalty upon at least 30 days' prior written notice to the other party.

6. **Limitation of Liability.** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of D.A. Davidson or any of its associated persons, D.A. Davidson and its associated persons shall have no liability to you for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from your election to act or not to act, as the case may be, contrary to any advice or recommendation provided by D.A. Davidson to you. No recourse shall be had against D.A. Davidson for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of yours arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with the Bonds or otherwise relating to the tax treatment of the Bonds, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by you of any of your legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of D.A. Davidson's fiduciary duty to you under Section 15B(c)(1) of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

7. **Required Disclosures.** MSRB Rule G-42 requires that D.A. Davidson provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in D. A. Davidson's Municipal Advisor Disclosure Statement delivered to you together with this Agreement.

8. **Waiver of Jury Trial.** EACH PARTY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNATIVE DAMAGES.

9. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

10. **Binding Effect; Assignment.** This Agreement shall be binding upon and inure to the benefit of you and D.A. Davidson, our respective successors and permitted assigns; provided however,

neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

11. **Entire Agreement.** This instrument, including all appendices hereto, contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. This Agreement may not be amended, supplemented or modified except by means of a written instrument executed by both parties.

12. **Severability.** If any provision of this Agreement is, or is held or deemed to be, invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions because it conflicts with any provisions of any constitution, statute, rule or public policy, or for any other reason, such circumstances shall not make the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or make any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

14. **Authority.** The undersigned represents and warrants that he or she has full legal authority to execute this Agreement on behalf of Client. The following individuals have the authority to direct D.A. Davidson's performance of its activities under this Agreement:

Print Name

Title

Ryan Waller
Andy Lent

City Manager
Finance Director

15. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be an original, but which taken together, shall constitute one and the same instrument.

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

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

Very truly yours,

D.A.DAVIDSON & CO.

A handwritten signature in cursive script, appearing to read "Michael Maloney".

By:

Name: Michael Maloney

Title: Senior VP, Public Finance Banker

This Agreement is hereby accepted for and on behalf of the City of Indianola.

CITY OF INDIANOLA, IOWA

By: _____

Name:

Title:

Dated: _____, 2018

DISCLOSURE STATEMENT OF D.A. DAVIDSON & CO.

This letter is provided under Rule G-42 of the Municipal Securities Rulemaking Board (the "MSRB") in connection with our current engagement as municipal advisor under the Agreement dated August 29, 2018 (the "Agreement") between D.A. Davidson & Co. ("we" or "D.A. Davidson") and the City of Indianola, Iowa ("you" or "Client"). Rule G-42 requires that we provide you with written documentation of certain specific terms, disclosures and other items of information relating to our municipal advisory relationship with you. This letter is delivered to you in satisfaction of those requirements.

1. **Scope of Services.**

(a) *Services to be Provided.* The Agreement describes our Scope of Services under our engagement with you.

(b) *Limitations on Scope of Services.* The Scope of Services is subject to the following limitations:

(i) The Scope of Services does not include tax, legal, accounting or engineering advice with respect to the bonds, notes or securities (the "Securities") covered by the Agreement or the project or facilities to be financed, or in connection with any opinion or certificate rendered by counsel or any other person at closing, and does not include review or advice on any feasibility study.

(ii) We are not responsible for preparing any preliminary or final official statement, or for certifying as to the accuracy or completeness of any preliminary or final official statement, other than with respect to any information about D.A. Davidson provided by us for inclusion in such documents.

(c) *IRMA status.* If Client has designated D. A. Davidson as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the Scope of Services is not deemed to be expanded to include all actual or potential issuances of municipal securities or municipal financial products merely because D. A. Davidson, as IRMA, reviews a third-party recommendation relating to a particular actual or potential issuance of municipal securities or municipal financial product not otherwise considered within the Scope of Services. D. A. Davidson is not responsible for verifying that it is "independent" (within the meaning of the IRMA exemption as interpreted by the SEC) from another party wishing to rely on the exemption from the definition of municipal advisor afforded under the IRMA exemption. D. A. Davidson requests that Client provide to it, for review, any written representation of Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) that references D. A. Davidson, its personnel and its role as IRMA.

2. **D. A. Davidson's Regulatory Duties When Servicing Client.** MSRB Rule G-42 requires that D. A. Davidson make a reasonable inquiry as to the facts that are relevant to Client's determination whether to proceed with a course of action with a course of action or that form the basis for and advice provided by D. A. Davidson to Client. The rule also requires that D. A. Davidson undertake a reasonable investigation to determine that it is not basing any recommendation on materially inaccurate or incomplete information. D. A. Davidson is also required under the rule to use reasonable diligence to know the essential facts about Client and the authority of each person acting on Client's behalf.

Accordingly, D. A. Davidson will seek Client's assistance and cooperation, and the assistance and cooperation of Client's agents, with the carrying out by D. A. Davidson of these regulatory duties, including providing to D. A. Davidson accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties. In addition, to the extent Client seeks to have D. A. Davidson provide advice with regard to any recommendation made by a third party, D. A. Davidson requests that Client provide to D. A. Davidson written direction to do so as well as any information it has received from such third party relating to its recommendation.

3. **Required Disclosures.** MSRB Rule G-42 requires that D. A. Davidson provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history.

(a) *Disclosures of Conflicts of Interest.* MSRB Rule G-42 requires that municipal advisors provide to their clients disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in Rule G-42, if applicable.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. With respect to all of the conflicts disclosed below, D. A. Davidson mitigates such conflicts through its adherence to its fiduciary duty to Client, which includes a duty of loyalty in performing all municipal advisory activities for you. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, because we are a broker-dealer with significant capital due to the nature of its overall business, the success and profitability of D. A. Davidson is not dependent on maximizing short-term revenue generated from individualized recommendations to its clients but instead is dependent on long-term profitability built on a foundation of integrity, quality of service and strict adherence to our fiduciary duty. Furthermore, D. A. Davidson's municipal advisory supervisory structure, leveraging our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of D. A. Davidson potentially departing from their regulatory duties due to personal interests.

The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

(i) *Compensation-Based Conflicts.* The fees due to D.A. Davidson under the Agreement are in a fixed amount. The amount is based upon, among other things, the expected duration and complexity of the transaction and the Scope of Services to be performed by us. This form of compensation presents a potential conflict of interest because, if the transaction requires more work than originally contemplated, we may suffer a loss. This may create an incentive for us to recommend less time-consuming alternatives or fail to do a thorough analysis of alternatives. In addition, the payment of our fees is contingent upon the closing of the Securities. While is customary in the municipal securities market, it may present a conflict because it could create an incentive for us to recommend financings that are unnecessary or disadvantageous to you. These conflicts are mitigated by the general mitigations described above.

(ii) *Other Municipal Advisor or Underwriting Relationships.* D. A. Davidson serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of Client. For example, we serve as municipal advisor to other municipal advisory clients and, in such cases, owe a regulatory duty to our other clients just as we owe to you under the Agreement. These other clients may, from time to time and depending on the specific circumstances, have competing interests, such as accessing the new issue market with the most advantageous timing and with limited competition at the time of the offering. In acting in the interests of its various clients, we could potentially face a conflict of interest arising from these competing client interests. In other cases, as a broker-dealer that engages in underwritings of new issuances of municipal securities by other municipal entities, the interests of D. A. Davidson to achieve a successful and profitable underwriting for its municipal entity underwriting clients could potentially constitute a conflict of interest if, as in the example above, the municipal entities that D. A. Davidson serves as underwriter or municipal advisor have competing interests in seeking to access the new issue market with the most advantageous timing and with limited competition at the time of the offering. None of these other engagements or relationships would impair our ability to fulfill our regulatory duties to you.

(iii) *Broker-Dealer and Investment Advisory Business.* D. A. Davidson is a broker-dealer and investment advisory firm that engages in a broad range of securities-related activities to service its clients, in addition to serving as a municipal advisor or underwriter. Such securities-related activities, which may include but are not limited to the buying and selling of new issue and outstanding securities and investment advice in connection with such securities, including securities issued by you, may be undertaken on behalf of, or as counterparty to, you, your personnel, and current or potential investors in the securities issued by you. These other clients may, from time to time and depending on the specific circumstances, have interests in conflict with your interests, such as when their buying or selling securities issued by you may have an adverse effect on the market for your securities, and the interests of such other clients could create the incentive for D. A. Davidson to make recommendations to you that could result in more advantageous pricing for the other clients. Any potential conflict arising from D. A. Davidson effecting or otherwise assisting such other clients in connection with such transactions is mitigated by the general mitigations described above.

(iv) *Secondary Market Transactions in Client's Securities.* D. A. Davidson, in connection with its sales and trading activities, may take a principal position in securities, including securities issued by you, and therefore we could have interests in conflict with your interests with respect to the value of your securities while held in inventory and the levels of mark-up or mark-down that may be available in connection with purchases and sales thereof. In particular, D. A. Davidson or its affiliates may submit orders for and acquire the Securities issued by you under the Agreement from members of the underwriting syndicate, either for our own account or for the accounts of our customers. This activity may result in a conflict of interest in that it could create the incentive for us to make recommendations to you that could result in more advantageous pricing of the Securities in the marketplace. Any such conflict is mitigated by the general mitigations described above.

(b) *Disclosures of Information Regarding Legal Events and Disciplinary History.* MSRB Rule G-42 requires that municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to its client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel.

Accordingly, D. A. Davidson sets out below required disclosures and related information in connection with such disclosures.

(i) D. A. Davidson discloses the following legal or disciplinary events that may be material to your evaluation of D. A. Davidson or the integrity of our management or advisory personnel:

- A regulatory action disclosure filed on Form MA-I relates to the Securities and Exchange Commission's Order dated February 2, 2016 (SEC Admin Releases 33-10019; 34-77021) (the "MCDC Order"). The SEC MCDC Order was issued under the Division of Enforcement's Municipalities Continuing Disclosure Cooperation Initiative, and the violations referred to therein were self-reported by D.A. Davidson. Pursuant to the MCDC Order, the SEC deemed it appropriate and in the public interest that public administrative and cease-and-desist proceedings be instituted against D.A. Davidson arising for willfully violating Section 17(a)(2) of the Securities Act (an antifraud provision of the federal securities laws) in connection with Municipal Advisor's underwriting of certain municipal securities offerings. The MCDC Order alleged that we (a) conducted inadequate due diligence in certain municipal securities offerings, (b) failed to form a reasonable basis for believing the truthfulness of certain material representations in official statements regarding compliance by issuers with their continuing disclosure undertakings, and (c) as a result, we offered and sold municipal securities on the basis of materially misleading disclosure documents. In connection with the MCDC order, we paid a \$500,000 fine to the SEC. The

MCDC Order is available at the SEC's website
<https://www.sec.gov/litigation/admin/2016/33-10019.pdf>.

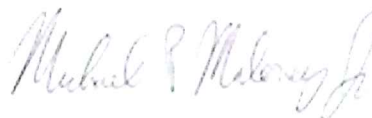
(ii) *How to Access Form MA and Form MA-I Filings.* D. A. Davidson's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0000027182>. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by D. A. Davidson in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by D. A. Davidson on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and D. A. Davidson's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, D. A. Davidson's CRD number is 199.

(iii) The date of the last material change to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed by D. A. Davidson with the SEC is February 2, 2016, which change consists of the MCDC Order described above.

(c) *Future Supplemental Disclosures.* As required by MSRB Rule G-42, this Section 3 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of D. A. Davidson. We will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

Dated: August 29, 2018

D.A. Davidson & Co.



By:
Title: Senior VP, Public Finance Banker

Meeting Date: 09/17/2018

Information

Subject

Consider nominations to the Planning and Zoning Commission

Information

Council will need to consider the following nominations to the Planning and Zoning Commission.

Erin Freeberg - a term to begin immediately and expire February 1, 2020

Jeromy Pribil - a term to begin immediately and expire February 1, 2020

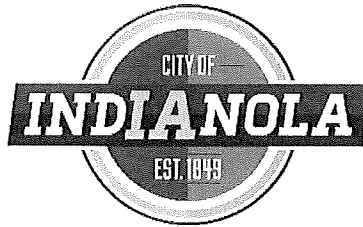
Roll call is in order.

Fiscal Impact

Attachments

Erin Freeberg Application

Jeromy Pribil Application



mayor & council 7-31-18
cm
OFFICE OF CITY CLERK
JUL 31 2018
INDIANOLA, IOWA

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

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

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

Name: Erin Freeberg			
Street Address: 409 R63 Hwy	City: Indianola	State: Iowa	Zip: 50125
E-Mail: erin@adorngiftandhome.com			
Phone Home: 5159882956	Cell: 5159882956	Work: 5159625567	
Gender: F	Age (Optional):	Race (Optional):	

Please attach a Resume or Bio

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

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

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

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

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

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

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

☐ - **Sustainability Committee** – This committee reviews options to become a more “green” community and reduce the city’s carbon footprint.

☐ - **Hometown Pride Committee** – meets once a month. This committee helps rural Iowa communities restore pride by improving their local image and appearance resulting in enhanced economic and cultural vitality of the community. It is a long term (up to five years) program of consistent technical and leadership assistance to citizens in building stronger and more sustainable places to live.

Inactive Boards and Commissions:

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

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

Email: dbowlin@indianolaiowa.gov

or

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

ERIN FREEBERG

515.988.2956 erin@adorngiftandhome.com 409 R63 Hwy, Indianola Iowa 50125

Profile

Civic minded. Community Focused. Indiana native. Small business owner.

Experience

OWNER, ADORN; INDIANOLA, IA 2012-PRESENT

Responsible for concept, buying and daily operations of retail store. Recipient of 2015 Warren County Economic Development Woman-Owned Business of the Year.

ASSOCIATE DIRECTOR OF ANNUAL GIVING, SIMPSON COLLEGE; INDIANOLA, IA 2010-2012

Vital member of College Advancement fundraising staff. Responsible for building relationships and securing gifts from Simpson alumni, friends and corporate partners in support of The Simpson Fund, the campus-wide unrestricted fund

CORPORATE MEETING PLANNER, PRINCIPAL FINANCIAL GROUP; DES MOINES, IA 2009-2010

Managed all aspects of business meetings and events from planning to implementation, while ensuring the most cost effective methods were used for all business units.

MARKETING COORDINATOR, FEDERAL HOME LOAN BANK OF DES MOINES; 2004-2009

Managed planning, marketing, communication and logistics of member education conferences attended by over 3,500 executive level attendees from 1,200 financial institutions in a five state region each year.

Education

Washburn University; Topeka, KS – B.A. Mass Communication/Public Relations 1996-2000

Community Involvement

Indiana Chamber of Commerce

Vice President 2015-2017

Executive Board 2014-2017

Business Operation Chair 2014-2015

Board Member 2013-2014

Simpson Guild

Member 2010-present

Committee Chair 2012-2013

Market at the Square

Event Co-Chair 2013-2015

Indianola Community Youth Foundation

Fundraising Committee, member 2010-2012



OFFICE OF CITY CLERK

AUG 07 2018

INDIANOLA, IOWA

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

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

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

Name: Jeromy Pribil			
Street Address: 103 S 19th Ct	City: Indianola	State: IA	Zip: 50125
E-Mail: jpribil@impact7g.com			
Phone Home:	Cell: 515-710-2040	Work: 515-473-6256	
Gender: Male	Age (Optional): 41	Race (Optional): Caucasian	

Please attach a Resume or Bio

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

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

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

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

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

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

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

☐ - **Sustainability Committee** – This committee reviews options to become a more “green” community and reduce the city’s carbon footprint.

☐ - **Hometown Pride Committee** – meets once a month. This committee helps rural Iowa communities restore pride by improving their local image and appearance resulting in enhanced economic and cultural vitality of the community. It is a long term (up to five years) program of consistent technical and leadership assistance to citizens in building stronger and more sustainable places to live.

Inactive Boards and Commissions:

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

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

Email: dbowlin@indianolaiowa.gov

or

Mail:

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



Jeromy Pribil

Principal

EDUCATION

B.S., Environmental Science/Biology,
University of Iowa, 2004

REGISTRATION/LICENSE

- Certified Hazardous Materials Manager - #15147
- State of Iowa Certified Asbestos Inspector – #14-34311
- State of Iowa Certified Lead Based Paint Inspector/Risk Assessor – #0015627-INSP
- Certified Complete, Army Corps of Engineers Wetland Delineation Training Program
- OSHA 40-Hour HAZWOPER Certified

PROFESSIONAL AFFILIATIONS

- Environmental Professionals of Iowa
- Wetland Professionals Association
- MN Wireless Association
- NE/IA Wireless Association

Jeromy is an Environmental Professional and Principal with 14 years of experience in managing and completing environmental projects throughout the United States. Jeromy works within all of Impact7G, Inc.'s seven business lines, with direct oversight of Telecommunication Services. Jeromy's extensive experience in project work includes: National Environmental Policy Act (NEPTA) assessments, Phase I and II Environmental Site Assessments (ESA), Indoor Air Quality (IAQ) Investigations, Asbestos & Lead Based Paint Inspections, Nationwide Programmatic Agreement reviews, Environmental Assessments, Environmental Assessment Worksheets, waters of the US (wetland/stream) delineations, threatened and endangered species (T&E) studies, and biological assessments.

Jeromy has directly authored and supervised over 4,000 NEPA and Environmental Site Assessments throughout the United States, with a majority occurring within the Midwest.

For the last several years, Jeromy has completed and managed waters of the US (WOUS) investigations, including wetland and stream delineations under Section 404 of the Clean Water Act. Jeromy understands the 404-permitting process and has extensive experience in providing all supplemental reporting and mitigation.

Jeromy has completed grant writing, community outreach, Phase I & II ESAs, Vapor Intrusion Assessments in association with Federal Brownfield and the state Land Recycling Program. Jeromy has conducted numerous asbestos and lead inspections/risk assessments on residential and commercial properties in efforts to locate asbestos and lead hazards. Jeromy has completed environmental services for Underground Storage Tank sites including instillation and monitoring of remediation systems, bioremediation implementation, sampling of soil, vapor and groundwater the retrieval and disposal of free product, geotechnical investigations including soil classification, and site surveying. Jeromy also has assisted many private sector clients throughout the United States with IAQ assessments pertaining to mold and silica.

Meeting Date: 09/17/2018

Information

Subject

Consider nominations to the WCEDC Board

Information

Council will need to consider appointing City Manager Ryan Waller as the representative to the WCEDC Board and Council member Greg Marchant as the alternate.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

Proclamation for The International Day of Peace

Information

Mayor Shaw will proclaim September 21, 2018 as International Day of Peace (packet).

Fiscal Impact

Attachments

Proclamation



— OFFICE OF THE MAYOR —

PROCLAMATION

THE INTERNATIONAL DAY OF PEACE

WHEREAS, the issue of peace embraces the deepest hopes of all peoples and remains humanity's guiding inspiration; and

WHEREAS, in 1981 the United Nations proclaimed the International Day of Peace be "devoted to commemorating and strengthening the ideals of peace both within and among all nations and peoples"; and

WHEREAS, the United Nations expanded the observance of the International Day of Peace in 2001 to include the call for a day of global ceasefire and non-violence, and invited all nations and people to honor a cessation of hostilities for the duration of the Day; and

WHEREAS, there is growing support within our state for the observance of the International Day of Peace, which affirms a vision of our world at peace, and fosters cooperation between individuals, organizations and nations; and

WHEREAS, global crises impel all citizens to work toward converting humanity's noblest aspirations for world peace into a practical reality for future generations,

NOW, THEREFORE, I Kelly B. Shaw, Mayor of the City of Indianola, do hereby proclaim September 21st, 2018 as:

The International Day of Peace

Throughout the City of Indianola and urge all government departments and agencies, organizations, schools, places of worship and individuals in our city to commemorate, in an appropriate manner, the International Day of Peace. This may include community service projects, cultural exhibits and performances, a moment of silence, ringing of bells, sharing the universal wish 'May Peace Prevail on Earth' at noon, vigils, religious services in our places of worship, and other education and public awareness activities in order to help establish a global day of peace in our homes, our communities and between nations.

Dated this 17th day of September 2018.

Kelly B. Shaw, Mayor

Meeting Date: 09/17/2018

Information

Subject

Receipt and filing of a report concerning a stop sign request in the vicinity of the West 14th neighborhood

Information

In your packet is the stop sign report from Police Chief Dave Button.

Roll call receiving and filing the report is in order.

Fiscal Impact

Attachments

Stop Sign Report

CITY OF INDIANOLA

Dave Button
Chief of Police



POLICE DEPARTMENT

Brian Sher
Captain

Integrity Professionalism Dedication

To: City Manager Ryan Waller, Mayor Kelly B. Shaw, City Council Members

From: Dave Button, Chief of Police

Date: 9/11/18

Regarding: Stop Signs on W 14th

A request has been made to place a stop sign or speed humps at W 14th and S L Court due to excessive speeding. The speed limit on W 14th is 25 mph. IPD deployed a speed spy in the 1400 block of W 14th that captured eastbound vehicle speed. The survey was from 1 pm Monday August 20 to 12:45 pm Thursday August 23. During that period, 370 vehicles' speed was recorded.

- Speed Limit: 25 mph
- **Avg speed was 25.66 mph**
- Highest recorded speed was 68 mph
- 170 vehicles traveled 25 mph or less
- 147 vehicles traveled 30 mph or less
- 37 vehicles traveled 31 – 35 mph
- 4 vehicles traveled 36 – 40 mph
- 4 vehicles traveled 41 – 45 mph
- 6 vehicles traveled 46 – 50 mph
- 2 vehicles exceeded 50 mph

The results of this speed survey do not indicate a significant speeding problem on W 14th. As previously reported in my August 17, 2018 memorandum (attached), various resources concerning traffic control deployment, most notably the US Federal Highway Administration Manual on Uniform Traffic Control Devices, do not recommend stop signs for speed control. In certain circumstances speed humps may be effective, however, they are costly to install, should include at least two per installation, hamper snow removal, and impact emergency vehicle response time. According to the results of this most recent speed study, speed humps are not recommended.

During the August 20, 2018 City Council meeting, comments were made concerning calls for service to the subject area. Staff reviewed the records over a three-year period and found that speeding complaints have been called in seven times. In addition to responding to calls in the area and routine patrol, IPD has placed the mobile speed trailer in the 1400 block of W 14th a total of seven times in the last nine months.

CITY OF INDIANOLA

Dave Button
Chief of Police



POLICE DEPARTMENT

Brian Sher
Captain

Integrity Professionalism Dedication

Based on the acquired data and the guidance provided by the MUTCD, the City Engineer and I do not recommend placement of stop signs or speed humps in this area.

Respectfully,

Dave Button
Chief of Police

CITY OF INDIANOLA

Dave Button
Chief of Police



POLICE DEPARTMENT

Brian Sher
Captain

Integrity Professionalism Dedication

To: City Manager Ryan Waller, Mayor Kelly B. Shaw, City Council Members

From: Dave Button, Chief of Police

Date: 8/17/18

Regarding: Stop Signs on South K

A request has been made to place a stop signs at K and 14th, and K and 12th due to excessive speeding. The speed limit on S. K is 30 mph. IPD deployed a speed spy in the 1100 block of S. K that captured northbound and southbound vehicle speed. The survey covered the weekday period of August 13 – 16. During that period, 728 vehicles' speed was recorded.

- **Avg speed was 34.11 mph**
- **85.8% of vehicles traveled 40 mph or less**
- Highest recorded speed was 66 mph
- 194 vehicles traveled 30 mph or less (26.6%)
- 259 vehicles traveled 31 – 35 mph (35.5%)
- 173 vehicles traveled 36 – 40 mph (23.7%)
- 64 vehicles traveled 41 – 45 mph (8.7%)
- 20 vehicles traveled 46 – 50 mph (2.7%)
- 18 vehicles exceeded 50 mph (2.4%)

The results above do not indicate a significant speeding problem on S. K. IPD previously conducted a speed survey of the same traffic route in May 2014. During that survey, the average speed was 37.89 mph, 3.78 mph higher than the most recent survey.

Researching the practicality of using stop signs to control speed, I gathered the following information:

- The US Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) states in section 2B.04 Right-of-Way at Intersections (05) *YIELD or STOP signs should not be used for speed control.*
- Per the Institute of Traffic Engineers (ITE), *Numerous studies have shown that stop signs are relatively ineffective as a speed control measure, except within 150 feet of the intersection. At the point of installation, speeds are reduced, but the effect on traffic approaching or leaving the stop-controlled intersection is negligible. In fact, some motorists actually increase their speed to make up for the "inconvenience" of stopping or disregard the stop signs. Studies show that more than 50% do not stop.*

110 North First • P.O. Box 299 • Indianola, Iowa 50125
(515) 961-9400 • Fax (515) 961-9450 • Emergency 911
www.indianolaiowa.gov • dbutton@cityofindianola.com

CITY OF INDIANOLA

Dave Button
Chief of Police

**POLICE DEPARTMENT**

Brian Sher
Captain

Integrity Professionalism Dedication

Regarding Kenwood, the same expert opinions cited about South K are applicable. In addition, IPD conducted a speed survey on Kenwood in April 2018, prior to Mr. Parker speaking to Council about adding a stop sign. The average speed on Kenwood during that survey was 30.4 mph. The speed limit is 25mph. A previous survey of Kenwood done in July 2013 showed an average speed of 27.8 mph. Although that is an increase, the average speed is nearly within 5 mph of the posted limit.

The placement of stop signs at Girard and C was due to a change in traffic patterns once C street was closed at Simpson College. C south of Girard is now a cul-de-sac with much less traffic traveling northbound. This resulted in eastbound and westbound traffic on Girard not expecting northbound vehicles on C. In addition, vehicles may legally park on the west side of C south of Girard. Their presence blocks the view of eastbound Girard traffic. We were notified of the sightline issue and were told near collisions had occurred. Additionally, the amount of student, faculty, and citizen foot and bicycle traffic entering and exiting the Buxton Park area caused us concern. The decision to add a stop sign to that intersection was based on those criteria, not speed reduction. In lieu of adding only one stop sign to that intersection, the decision was made to make it a four-way stop to avoid the confusion of southbound traffic not stopping at what appears to the other motorists to be a four-way stop.

Please feel free to contact me if you have any questions.

Respectfully,

Dave Button
Chief of Police

Meeting Date: 09/17/2018

Information

Subject

Second consideration of an ordinance amending the recycling rates and consideration of a suspension of the rules to approve an ordinance amending the recycling rates effective October 1, 2018

Information

Council needs to hold the second consideration and possible suspension of the rules for an ordinance amending the recycling rates. The ordinance (packet) amends the recycling fee from \$3.35 to \$4.29 effective October 1, 2018. Suspension of the rules would be necessary for the ordinance to be published and be 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.

Roll call would be in order.

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: 09/17/2018

Information

Subject

Resolution approving the contract and bond for the Plainview and McCord Power and Control Project

Information

In your packet is the resolution approving the contract and bond (packet) to Ardent Lighting Group for the Plainview and McCord Power and Control Improvement Project.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Contract

Bond

RESOLUTION NO. 2018-_____
RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS

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

Section 1. The construction contract and bond executed by Ardent Lighting Group dated the ____ day of _____, 2018, for the Plainview and McCord Power and Control Improvement Project for the City of Indianola, Iowa, described in the Plans and Specifications previously adopted by the City Council, and which have been signed by the Mayor and City Clerk on behalf of the City Council be approved.

PASSED AND APPROVED this 17th day of September, 2018

KELLY B. SHAW, Mayor

ATTEST:

DIANA BOWLIN, City Clerk

CONTRACT
Plainview and McCord Lift Stations
Power and Control Improvements
Indianola, Iowa

THIS CONTRACT, made and entered into this _____ day of _____, 2018, by and between the City of Indianola, Iowa by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction", and Ardent Lighting Group, LLC, hereinafter called the "Contractor".

WITNESSETH:

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

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

Replacement of outdoor motor control center and controls cabinets, replacement of power and controls wiring and associated equipment pads and site restoration together with related subsidiary and incidental work in accordance with the plans and specs.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of Two-Hundred Ninety-Five Thousand, Eight Hundred Ninety-Six dollars (\$295,896.00), which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract within 10 days of the date specified on the Notice to Proceed, and shall be fully completed on or before April 5, 2019, and to pay liquidated damages for noncompliance with said completion provisions at a rate of Five Hundred & 00/100 Dollars (\$500.00) dollars for each calendar day that the work remains incomplete.

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

JURISDICTION: City of Indianola, Iowa

CONTRACTOR:

By _____
Kelly Shaw, Mayor

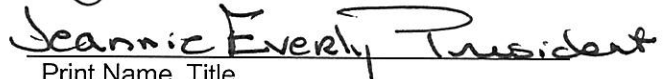
Ardent Lighting Group, LLC

(Seal)

ATTEST:

By  _____
Jeannie Everly, President

Diana Bowlin, City Clerk


Print Name, Title

1378 118th Place

Street Address

Knoxville, IA 50138

City, State, Zip Code

641-842-5969

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. C1055-97 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it be a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, or as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

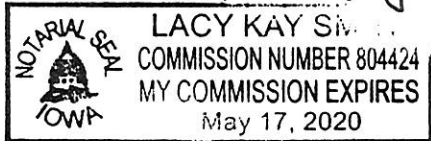
Bond No. IAC 588311
Name of Surety Merchants Bonding Company

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

CORPORATE ACKNOWLEDGMENT

State of Iowa)
Marion) SS
County)

On this 13 day of September, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeannie Evely and Ardent Lighting, to me known, who, being by me duly sworn, did say that they are the President and Ardent Lighting, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Ardent Lighting and Jeannie Evely acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Lacy Smith
Notary Public in and for the State of Iowa
My commission expires May 17, 2020

CONTRACT ATTACHMENT: ITEM 1: GENERAL - None

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING.

ITEM NO.		TOTAL
1.	Plainview Lift Station Improvements	\$ 147,606.00
2.	McCord Lift Station Improvements	\$ 148,290.00
TOTAL BASE BID (SUM OF ITEMS 1 – 2)		\$ 295,896.00

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
Plainview and McCord Lift Stations
Power and Control Improvements
Indianola, Iowa

KNOW ALL BY THESE PRESENTS:

That we, Ardent Lighting Group, LLC as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto the City of Indianola, Iowa, as Obligee (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two-Hundred Ninety-Five Thousand, Eight Hundred Ninety-Six Dollars (\$295,896.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the ____th day of ____, 2018, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Replacement of outdoor motor control center and controls cabinets, replacement of power and controls wiring and associated equipment pads and site restoration together with related subsidiary and incidental work in accordance with the plans and specs.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of Two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair.
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section ; and
 - D. Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.
4. GENERAL: The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Witness our hands, in triplicate, this _____ day of _____, 20_____.

Surety Countersigned By:

PRINCIPAL:

Name of Resident Commission Agent

Contractor

Company Name

By:_____

Signature

Company Address

Printed Name, Title

City, State, Zip Code

SURETY:

Company Telephone Number

Surety Company

By:_____

Signature Attorney-in-Fact Officer

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

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

PERFORMANCE, PAYMENT AND MAINTENANCE BOND
Plainview and McCord Lift Stations
Power and Control Improvements
Indianola, Iowa

Bond Number IAC588311

KNOW ALL BY THESE PRESENTS:

That we, Ardent Lighting Group, LLC as Principal (hereinafter the "Contractor" or "Principal" and Merchants Bonding Company (Mutual) _____, as Surety are held and firmly bound unto the City of Indianola, Iowa, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of Two-Hundred Ninety-Five Thousand, Eight Hundred Ninety-Six Dollars (\$295,896.00) lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the ____th day of ____, 2018, (hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

Replacement of outdoor motor control center and controls cabinets, replacement of power and controls wiring and associated equipment pads and site restoration together with related subsidiary and incidental work in accordance with the plans and specs.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

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

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill and abide by each and every covenant, condition and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

3. **MAINTENANCE:** The Contractor and the Surety on this Bond hereby agree, at their own expense:
- A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of Two (2) year(s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair.
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section ; and
 - D. Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.
4. **GENERAL:** The Contractor and every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
- A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.
 - D. That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
 - E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorneys fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

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

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

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

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

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

Witness our hands, in triplicate, this 13 day of September, 20 18.

Surety Countersigned By:

PRINCIPAL:

Nancy D. Baltutat
Name of Resident Commission Agent

Ardent Lighting Group LLC
Contractor

LMC Insurance & Risk Management
Company Name

By: Jamie Evers
Signature

4200 University Avenue #200
Company Address

Jamie Evers, President
Printed Name, Title

West Des Moines IA 50266
City, State, Zip Code

SURETY:

515-244-0166
Company Telephone Number

Merchants Bonding Company (Mutual)
Surety Company

By: Nancy D. Baltutat
Signature Attorney-in-Fact Officer

Nancy D. Baltutat
Name of Attorney-in-Fact Officer

LMC Insurance & Risk Management
Company Name

4200 University Avenue #200
Company Address

West Des Moines IA 50266
City, State, Zip Code

515-244-0166
Company Telephone Number

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

MERCHANTS
BONDING COMPANYTM
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Christopher R Seiberling; Greg T LaMair; Jeffrey R Baker; Jill Shaffer; Joseph I Schmit; Mark E Keairnes; Nancy D Baltutat; Patrick K Duff

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.

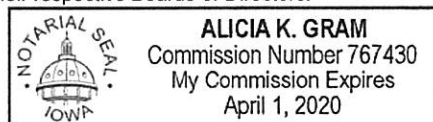


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this day of , 2018.



William Warner Jr.
Secretary

City Council Regular 2nd Mtg

11.A.4.

Meeting Date: 09/17/2018

Information

Subject

Fixed Film Reactor ByPass Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

Change order number one in an amount of (-\$4,000.00) for the Fixed Film Reactor ByPass Project - revised contract amount \$50,310

Information

In your packet is change order number one in an amount of (-\$4,000.00) which includes the following:

Credit for not plugging 14" return line	(\$1,000.00)
Credit for not plugging 12" Fixed Film Reactor effluent line	(\$1,000.00)
Credit for no testing	(\$2,000.00)
Total	(\$4,000.00)

Roll call is in order.

Fiscal Impact

Attachments

Change Order



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

CO No. 01

Change Order

Distribution:

Contractor	☐	Field	☐
Owner	☐	Other	☐
Engineer	☐	Other	☐

PROJECT:

Indianola Wastewater Facility
Fixed Film Reactor Bypass

Date Issued August 27, 2018

Project No. 170601

To Contractor:

Joiner Construction Co, Inc
11996 490th Street
Plano, IA 52581

Contract Date November 6, 2017

Notice to Proceed Date November 20, 2017

The contract is changed as follows:

- | | |
|---|-------------------|
| 1. Credit for not plugging 14" return line | \$1,000.00 |
| 2. Credit for not plugging 12" Fixed Film Reactor effluent line | \$1,000.00 |
| 3. Credit for no testing | <u>\$2,000.00</u> |
| Total | \$4,000.00 |

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$54,310.00	Dec. 15, 2017	April 30, 2018
Net Change by previously-authorized Change Order(s)	0		
The Contractual limit prior to this Change Order	\$54,310.00		
The Contract will be adjusted by this Change Order in the amount of	(\$4,000.00)		
The new Contractual limit including this Change Order will be	\$50,310.00		

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER

Contractor

Joiner Construction Co, Inc.

By

Date:

Owner's Representative

HR Green, Inc.

By

Date:

Owner

City of Indianola

By

Date:

Meeting Date: 09/17/2018

Information

Subject

Resolution accepting the project and authorize retainage of \$2,515.51 in 30 days

Information

In your packet is the resolution accepting the project and authorizing retainage of \$2,515.51 in 30 days.

The total cost of the work completed is \$50,310.00.

Roll call is in order.

Fiscal Impact

Attachments

Final Completion

Resolution

STATEMENT OF FINAL COMPLETION
AND
OWNER'S ACCEPTANCE OF WORK

PROJECT: Indianola Wastewater Facility Fixed Film Reactor Bypass

OWNER: City of Indianola
11870 Hoover Street, Indianola, Iowa 50125

ENGINEER: HR Green, Inc., 5525 Merle Hay Road, Suite 200, Johnston, Iowa 50131

CONTRACTOR: Joiner Construction Company, Inc., 11996 490th Street, Plano, Iowa 52581

I, the undersigned Engineer of the above designated project, do hereby state that:

1. The construction provided for pursuant to Contract Documents including all approved amendments and Change Orders, hereafter called the Work between the Owner and Contractor has been completed and to the best of my knowledge and belief, is in substantial compliance with the provisions of the Contract Documents.
2. The one (1)-year guarantee and maintenance requirement of the contract, secured by the Performance and Maintenance Bonds, shall become effective as of June 8, 2018, which is the date of Acceptance.
3. The final payment authorized hereto and made a part hereof is a complete and accurate summary of the Work performed in accordance with the Contract Documents.
4. The total cost of the Work as completed is: \$50,310.00

I recommend, under the provisions of the Contract documents, that the Work be accepted and that the final payment be made.

HR Green, Inc.

By Joseph Frankl
Joseph Frankl, P.E.

Date August 28, 2018

Accepted By Joiner Construction Co., Inc.

By Zeb Joiner
Zeb Joiner

Date 9/4/18

Accepted By City Of Indianola

By _____
Rick Graves

Date _____

RESOLUTION NO. 2018-_____

A RESOLUTION TO ACCEPT FINAL COMPLETION OF THE FIXED FILM REACTOR BYPASS PROJECT AND RELEASE RETAINED FUNDS

WHEREAS, the City of Indianola is currently under obligation of a construction contract with HR Green and Joiner Construction for the completion of the Fixed Film Reactor ByPass Project; and

WHEREAS, the remaining change order items have been completed and Joiner Construction has fully completed the construction in accordance with the terms and conditions of said contract and plans and specifications; and

WHEREAS, the City now deems it appropriate to give final approval and acceptance of said project as having been fully completed in accordance with the plans, specifications, and form of contract.

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

1. The Fixed Film Reactor ByPass Project is hereby approved and accepted as fully complete.
2. The City shall release \$2,515.51 to Joiner Construction within 30 days in accordance with law.

APPROVED this 17th day of September, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/17/2018

Information

Subject

First consideration of an ordinance amending the City's floodplain regulation

Information

Council will need to consider the first consideration of an amendment to the flood plan regulations (packet). Also included in your packet is a letter from FEMA concerning actions required to be taken by the City prior to November 16, 2018.

Roll call is in order.

Fiscal Impact

Attachments

Ordinance

FEMA Letter

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 161, FLOOD PLAIN REGULATIONS,
INDIANOLA CODE OF ORDINANCES

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

SECTION 1. SECTION MODIFIED. Chapter 161.02 of the Code of Ordinance for the city of Indianola, Iowa is modified and the following terms incorporated:

APPURTENANT STRUCTURE – A structure which is on the same parcel of the property as the principal structure to be insured and the use of which is incidental to the use of the principal structure.

BASE FLOOD ELEVATION (BFE) – The elevation floodwaters would reach at a particular site during the occurrence of a base flood event.

FLOOD INSURANCE STUDY (FIS) – A report published by FEMA for a community issued along with the community's Flood Insurance Rate Map(s). The study contains such background data as the base flood discharge and water surface elevations that were used to prepare the FIRM.

HIGHEST ADJACENT GRADE – The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

MINOR PROJECTS - Small development activities (except for filling, grading and excavating) valued at less than \$500.

ROUTINE MAINTENANCE OF EXISTING BUILDINGS AND FACILITIES – Repairs necessary to keep a structure in a safe and habitable condition that do not trigger a building permit, provided they are not associated with a general improvement of the structure or repair of a damaged structure. Such repairs include:

- a. Normal maintenance of structures such as re-roofing, replacing roofing tiles and replacing siding;
- b. Exterior and interior painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work;
- c. Basement sealing;
- d. Repairing or replacing damaged or broken window panes;
- e. Repairing plumbing systems, electrical systems, heating or air conditioning systems and repairing wells or septic systems.

SECTION 2. SECTION MODIFIED. Chapter 161.03 of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

The provisions of the chapter shall apply to all lands within the jurisdiction of the City shown on the Official Flood Plain Zoning Maps as being within the boundaries of the Floodway, Floodway Fringe, and General Flood Plain (Overlay) Districts. The Flood Insurance Rate Maps (FIRM) prepared as part of the Flood Insurance Study for Warren County and Incorporated Areas, City of Indianola, Panels 1918C0164F, 0168F, 0276F, 0277F, 0279F, 0285F dated November 16, 2018, which were prepared as part of the Flood Insurance Study for Warren County, are hereby adopted by reference and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material contained with the Flood Insurance Study are also declared to be a part of this ordinance.

SECTION 3. SECTION MODIFIED. Chapter 161.09 of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

Establishment of Zoning (Overlay) Districts. The floodplain areas within the jurisdiction of this ordinance are hereby divided into the following districts:

1. Floodway (Overlay) District (FW) – those areas identified as Floodway on the Official Flood Plain Zoning Map;
2. Floodway Fringe (Overlay) District (FF) – those areas identified as Zone AE on the Official Flood Plain Zoning Map but excluding those areas identified as Floodway, and;
3. General Floodplain (Overlay) District (GF) – those areas identified as Zone A on the Official Flood Plain Zoning Map.

SECTION 4. SECTION MODIFIED. Chapter 161.11 (3) of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

3. Non-residential Buildings. All new and substantially improved non-residential structures shall have the lowest floor (including basement) elevated a minimum of one (1) foot above the 100-year flood elevation, or together with attendant utility and sanitary systems, be floodproofed to such a level. When floodproofing is utilized, a professional engineer registered in the State of Iowa shall certify that the floodproofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year flood and that the structure below the 100-year flood elevation is watertight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to the North American Vertical Datum of 1988) to which any structures are floodproofed shall be maintained by the Administrator.

SECTION 5. SECTION MODIFIED. Chapter 161.11 (5) of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

Factory-built homes:

- A. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one (1) foot above the 100-year flood level.
- B. All new and substantially improved factory-built homes, including those placed in existing factory-built home parks or subdivisions, shall be anchored to resist flotation, collapse, or lateral movement. Methods of anchoring may include, but are not limited to, use of over-the-top or frame ties to ground anchors. Anchorage systems may include, but are not limited to, use of over-the-top or frame ties to ground anchors as required by the State Building Code.

SECTION 6. SECTION MODIFIED. Chapter 161.11 (11) of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

Accessory Structures to Residential Uses:

A. Detached garages, sheds, and similar structures that are incidental to a residential use are exempt from the base flood elevation requirements where the following criteria are satisfied.

- 1. The structure shall be designed to have low flood damage potential. Its size shall not exceed 600 sq. ft. in size. Those portions of the structure located less than 1 foot above the BFE must be constructed of flood-resistant materials.
- 2. The structure shall be used solely for low flood damage potential purposes such as vehicle parking and limited storage. The structure shall not be used for human habitation.
- 3. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of floodwaters.
- 4. The structure shall be firmly anchored to resist flotation, collapse and lateral movement.
- 5. The structure's service facilities such as electrical and heating equipment shall be elevated or floodproofed to at least one foot above the base flood elevation.
- 6. The structure's walls shall include openings that satisfy the provisions of CH 161.11 (4) A of this Ordinance.

B. Exemption from the 100-year flood elevation requirements for such a structure may result in increased premium rates for flood insurance coverage of the structure and its contents.

SECTION 7. SECTION MODIFIED. Chapter 161.14 (3) of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

3. Record and maintain a record of (i) the elevation (in relation to the North American Vertical Datum, 1988) of the lowest floor (including basement) of all new and substantially improved structures or (ii) the elevation (in relation to the North American Vertical Datum, 1988) to which all new or substantially improved structures have been floodproofed.

SECTION 9. SECTION MODIFIED. Chapter 161.16 (5) of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

5. Elevation (in related to the North American Vertical Datum, 1988) of the lowest floor (including basement) of buildings or of the level to which a building is to be floodproofed.

SECTION 10. SUBSECTION REPEALED. The Code of Ordinance for the city of Indianola, Iowa is hereby amended by repealing CH 161.13 which regulates development in the Shallow Flooding (Overlay) District.

SECTION 11. Any ordinance or parts of ordinances in conflict with this ordinance are repealed.

SECTION 12. 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.

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



FEMA

AUG 13 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable Kelly Shaw
Mayor, City of Indianola
Post Office Box 299
Indianola, Iowa 50125

Dear Mayor Shaw:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the City of Indianola, Iowa, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on November 16, 2018; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d).

As noted in FEMA's letter dated May 16, 2018, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Warren County. Therefore, the City of Indianola should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Indianola will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Iowa Department of Natural Resources. You may contact Bill Cappuccio, the NFIP State Coordinator, by telephone at (515) 281-8342, in writing at 502 East Ninth Street, Des Moines, Iowa 50319, or by electronic mail at bill.cappuccio@dnr.iowa.gov.

The FEMA Regional staff in Kansas City, Missouri, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the City of Indianola and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (816) 283-7003 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region VII, at 11224 Holmes Street, Kansas City, Missouri 64131-3626.

The Honorable Kelly Shaw

AUG 13 2018

Page 2

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until November 16, 2018, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by November 16, 2018. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears", with a stylized, flowing script.

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Dean Ownby, Floodplain Management and Insurance Branch Chief, FEMA Region VII
Bill Cappuccio, NFIP State Coordinator, Iowa Department of Natural Resources
Chuck Burgin, Building and Zoning Official, City of Indianola

Information

Subject

Resolution authorizing a Host Agency Agreement with National Able Network for Senior Community Service Employment Program

Information

In your packet is the resolution approving the Host Agency Application and Agreement.

The National Able Network is a non-profit organization that uses the Senior Community Service Employment Program (SCSEP) to place seniors age 55 or older in jobs where they can improve their job skills or learn new ones. Participants typically work no more than 20 hours a week for up to four years. SCSEP is funded by a U.S. Department of Labor grant. National Able Network services Iowa, Nebraska, Illinois, Indiana and Delaware.

Staffs goal in partnering with National Able Network is to improve the condition and appearance of the Activity Center by completing tasks that currently are not getting done and could not be done without hiring additional staff or increasing our custodial costs. Responsibilities would include tasks such as weekly kitchen cleaning, additional vacuuming & dusting, cleaning computer keyboards and tables in lab, cleaning/treating leather furniture in lobby, handling weekly recycling, etc.

Roll call is in order.

Fiscal Impact

Attachments

Host Agency Agreement
Host Agency Application
Resolution



NATIONAL ABLE NETWORK
Senior Community Service Employment Program
HOST AGENCY AGREEMENT

In order to promote the growth and development of the Participant and to provide an opportunity for significant community service,

THE HOST AGENCY will:

Agree to not displace any current employee or volunteer with a PARTICIPANT, nor assign a PARTICIPANT to perform the tasks of an employee on layoff, nor replace a Federally funded position (other than SCSEP) with a SCSEP PARTICIPANT; not discriminate on the basis of race, color, religion, sex, national origin, handicap, age, political affiliation, opinion, or ancestry.

Assure that the direct supervisor will adhere to conditions of this agreement and to all National Able Network (ABLE) SCSEP administrative requirements as outlined in the Task and Activities Agreement, including timely review and authorization of PARTICIPANT's hours in ABLE's online time and attendance system.

Actively support a PARTICIPANT's Individual Employment Plan (IEP) and to consider any PARTICIPANT for all job openings for which that PARTICIPANT qualifies on an equal basis with any other applicant.

Provide SCSEP PARTICIPANT with a sanitary and safe training site(s); adequate supervision; orientation to agency policies and procedures; necessary training to perform assigned duties; and fair and equitable treatment as extended to regular employees.

Not permit or assign tasks to any PARTICIPANT that may result in accident or injury including, but not limited to, use of ladders, toxic chemicals, operation of machinery, or lifting more than 15 pounds.

Inform ABLE's SCSEP Manager immediately (within 24 hours) in the case of accident or injury of a participant or in the event of any incident that may have caused injury. Complete and submit accident or injury report within 24 hours.

Ensure compliance with applicable safety laws and regulations as well as adequate participant training in the use of supplies and/or equipment.

Not allow PARTICIPANT to engage in activities of a political nature, whether local, state, national or tribal, during the PARTICIPANT SCSEP training hours.

Not allow PARTICIPANT to drive ANY vehicle or operate motorized equipment during ABLE SCSEP training hours.

Not allow PARTICIPANT to ride in ANY vehicle during ABLE SCSEP training hours without prior written authorization from ABLE SCSEP and provision of additional insurance certification from the host agency with minimum coverage of \$100,000.

Not use a PARTICIPANT in any activity that could be construed as an activity related to or involved with the maintenance, operation or construction of any facility to be used as a place for sectarian religious instruction or worship.

Provide adequate documentation of in-kind contributions.

Indemnify and hold harmless ABLE, its directors, officers, agents and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of actions or failures to act of Host Agency, or anyone employed or retained by Host Agency, or of any PARTICIPANT or other person for whose acts Host Agency may be held liable.



NATIONAL ABLE NETWORK
Senior Community Service Employment Program
HOST AGENCY AGREEMENT

NATIONAL ABLE NETWORK, INC. will:

Provide trainee wages and worker's compensation coverage to each authorized PARTICIPANT for the number of hours per week verified by the Host Agency supervisor in the time and attendance system.

Provide immediate supervisor with orientation, complete Annual Safety Monitoring Report of the training site, appropriate access to ABLE's time and attendance reporting system, and periodically updated goals and objectives of the ABLE SCSEP.

Assign PARTICIPANT to the Host Agency's designated training site(s) for the purpose of job training and skills development in community service, subject to the approval of the training site supervisor.

Upon request of the Host Agency or the PARTICIPANT, ABLE SCSEP will remove PARTICIPANT from the training site.

Reserve the right (following reasonable notice) to reassign any PARTICIPANT at any time that such re-assignment will increase the PARTICIPANT's opportunity for training or unsubsidized employment; or will otherwise serve the best interests of the PARTICIPANT; and will better support the goals and objectives of SCSEP.

This agreement is subject to continuation of funding from the U. S. Department of Labor to the National Able Network, Inc., for administration of this Senior Community Service Employment Program. This agreement may be terminated by either party with 30 days written notice to the other party, or immediately by National Able Network for cause, or upon termination or reduction of funding.

The Host Agency certifies that it is a

☐ government or,

☐ 501(c)(3) organization (Copy of 501(c)(3) letter required)

FEIN#

☐ If applicable, provided a Certificate of Insurance naming National Able Network as additional insured

National Able Network, Inc.

Address:

Name:

Signature:

Date:

Email:

Phone:

Host Agency

Name:

Address:

Name:

Signature:

Date:

Email:

Phone:



NATIONAL ABLE NETWORK
Senior Community Service Employment Program

HOST AGENCY APPLICATION

Each physical location must have a unique application and safety survey.

Name of Organization/Agency			Site Name (if different)			FEIN				
Street Address										
City			State			Zip Code				
Telephone Number			Fax Number							
Name & Title of General Contact Person						E-mail address				
Does this organization offer multiple training locations?			☐		Yes		☐		No	

Type of Agency

- ☐ Government (check one): ☐ Federal ☐ State ☐ County ☐ Municipal
- ☐ Non-profit organization that is tax exempt under 501c3 of the Internal Revenue Code of 1954. (Attach copy of the I.R.S. determination letter of 501c3 status.)

Funding Sources

Please indicate sources of agency's funding as percentages. (Total must be 100%)

Federal Government:		%	Local Government:		%
State Government		%	Private Sector:		%

Fiscal Year

The agency's fiscal year ends:

Purpose of Organization

Briefly describe the organization's purpose and target population. (Attach additional sheet if needed).

--



NATIONAL ABLE NETWORK
Senior Community Service Employment Program

Training

Title of on-the-job training position desired: _____

Training position supervisor: _____

Telephone: _____

Briefly describe on-the-job training that will be provided, or attach description:

Employment

Is it possible to employ the participant upon successful completion of training?

☐

Yes, provided that funding is available

☐

No, there is not a reasonable expectation that funding will be available.

If no, what can be done by the training site to assist in finding unsubsidized employment for the participant

Maintenance of Effort Agreement

I verify that this training position constitutes a new or expanded service and is not a violation of maintenance of effort regulations of the U.S. Department of Labor. (Positions of SCSEP participants shall be in addition to positions which otherwise would be funded by the local training site without assistance from SCSEP. Positions funded under SCSEP shall result in an increase in employment opportunities over those which would otherwise be available; may not result in the displacement of currently employed workers, including partial displacement such as reduction in hours of non-overtime work, wages or employment benefits; may not impair existing contracts for service or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed; may not substitute program jobs for existing federally assisted jobs; may not employ or continue to employ a trainee to perform work the same or substantially the same as that performed by any other person who is on layoff.)

Signature of authorized agency representative

Print name and title of authorized agency representative

date

RESOLUTION NO. 2018-_____

**RESOLUTION AUTHORIZING A HOST AGENCY AGREEMENT WITH
NATIONAL ABLE NETWORK FOR SENIOR COMMUNITY SERVICE
EMPLOYMENT PROGRAM**

WHEREAS, the City Council of the City of Indianola has been presented with the opportunity to assist its citizens through the National Able Network's Senior Community Employment Program; and

WHEREAS, the Council believes it to be in the best interest of the City to participate in the program; and

WHEREAS, the Council believes it to be in the best interest of the City to enter into a Host Agency Agreement with National Able Network in the form attached as Exhibit "A".

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

1. The Host Agency Agreement with National Able Network is in the public interest of the citizens of the City of Indianola and is hereby approved.
3. The Mayor is authorized and directed to execute the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

APPROVED AND ADOPTED this 17th day of September 2018.

Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk

Meeting Date: 09/17/2018

Information**Subject**

Resolution approving the purchase of a severe weather notification siren in an amount of \$20,832.50 from Frontline Warning Systems

Information

In your packet is the resolution approving the \$20,832.50 (budget was \$25,000) proposal from Frontline Warning Systems for the purchase of a severe weather notification siren.

The City has initiated a program to update its severe weather notification system. In that project, replacement of batteries, sirens and a propagation study to assess the sirens ability to alert the maximum number of households, will be instituted. Placement of the sirens is one of the objectives in the Strategic Plan for the City.

The following quotes were received:

Vendor	Frontline Warning Systems	RCSYSTEMS Radio Communications	Federal Signal Safety and Security Systems
Manufacturer	Whelen Vortex R4	ASC Kenwood	Federal 2001-130
Cost	\$20,832.50	\$23,800.00	\$24,419.04

Roll call is in order.

Fiscal Impact**Attachments**

Siren Information

Memo

TO: Mayor Kelly Shaw and City Council Members
CC: City Manager Ryan Waller
FROM: Fire Chief Gregory M. Chia
DATE: September 5, 2018
RE: Purchase of Severe Weather Notification Siren

The city has initiated a program to update its severe weather notification system. In that project, replacement of batteries, sirens and a propagation study to assess the sirens ability to alert the maximum number of households, will be instituted. Placement of the sirens is one of the objectives in the strategic plan for the city.

Below you will see three quotes from vendors on replacing a siren that is outdated and operationally unreliable. This is a turnkey installation; Defined is a complete removal of old and installation of new.

Funding is in the CIP budget to purchase this equipment. The actual propagation study will follow in the next fiscal year.

Vendor	Frontline Warning Systems	RCSYSTEMS Radio Communications	Federal Signal Safety and Security Systems
Manufacturer	Whelen VortexR4	ASC Kenwood	Federal 2001-130
Cost	\$20,832.50	\$23,800.00	\$24,419.04

Frontline Plus Fire & Rescue
DBA/Frontline Warning Systems
8004 Aetna Avenue NE
Monticello, MN 55362

Phone # 763-295-3650

Fax # 763-295-3650

frontlineplus@tds.net

www.frontlinewarningsystems.com

Date

8/31/2018

Name / Address

City of Indianola, IA
Attn: Fire Chief Greg Chia
110 N 1st St
PO Box 299
Indianola, IA 50125

Terms	Due Date	REP Contact	FOB
Net 30	9/30/2018	AG	

Item	Description	Qty	Cost	Total
VORTEX/R4	This estimate is for 1 new Outdoor Warning Siren. This is a rotating, tone only siren with a rated output of 129dB at 100ft. VORTEX/R4 Electronic Outdoor Warning Siren; Rotating siren rated at 129dBc @ 100ft and 70dBc @ 6000ft (Est). 4-400watt speaker drivers, ESC2030 Controller, 5a 120v AC battery charger (temperature compensated), motherboard, amplifiers factory installed in Type I aluminum cabinet.	1	12,500.00	12,500.00T
POLE TOP BRACKET D2030NV	VPTB #01-0411446-00. Pole Top Mounting Bracket. D2030, 10 Digit One-Way DTMF VHF High/Narrow-Band. Supply Frequency with order.	1	295.00	295.00T
VORTT	Vortex & OA series Two-tone sequential option. (Alert, Fire, Cancel commands)	1	480.00	480.00T
SHIPPING	Freight Shipping	1	525.00	525.00T
Installation	Installation: Installation of siren as listed at W Salem & N B St. City must provide marking and/or stake in the ground at least 7 days before installation is scheduled. Cabinet will be mounted approximately 36 to 60" above ground unless otherwise directed. Conduit to siren head, conduit to radio antenna, conduit to AC source. Extract current siren (existing AC service must be completely removed before work is scheduled). Parking areas to be cleared by the City for the day of installation. Haul away old siren and pole.	1	3,800.00	3,800.00T
55ft Class II Pole	55ft Class II Pole	1	1,245.00	1,245.00T
Materials	Materials; conduit, bolts, copper, etc	1	515.00	515.00T
Universal Battery	Universal Battery UB-12550 for use in Type I cabinets.	2	146.25	292.50T

QUOTE ONLY. 60 DAYS Above Date.

Subtotal \$20,832.50

Sales Tax (0.0%) \$0.00

Total \$20,832.50

VORTEXR4

WHELEN®

All Hazard High-Power Siren System

Whelen's VORTEXR4 Series All Hazard High Power Sirens provide an economical alternative for powerful siren communication without compromising quality.

SYSTEM FEATURES

- **VORTEXR4** - Speaker with Four Speaker Cells Active
- Two Compartment (Type I) Natural Finish Aluminum Cabinet
- 129dBC @ 100'
- VORTEXR4 Speaker Includes Four High Efficiency 400 Watt Speaker Drivers
- 50' Cable Included
- Battery Powered, Minimum of 15 Minutes of Full Power Output with Batteries of Our Recommendation
- AC Temperature Compensated 5 Amp Battery Charger
- Local Controls or Remote Controls
- Four Tone-Only Power Amplifiers
- Gear Driven Rotor
- Electronic Siren Controller
- Tone Generator
- Timer
- Local Control Push Buttons
- Rotor Relay Control
- SI TEST®
- Low Battery Alarm
- Battery Tray
- Lightning Arrestor
- Six Standard Public Warning Tones - Wail, Whoop, Attack, Hi-Lo, Alert, Airhorn

SYSTEM OPTIONS

- **VSBC80** - Solar Power ❶
- **BSETVOR** - 2ea Whelen Approved Batteries
- **VPTB** - Speaker Pole Top Bracket
- Alternate Tone Set

NOTES:

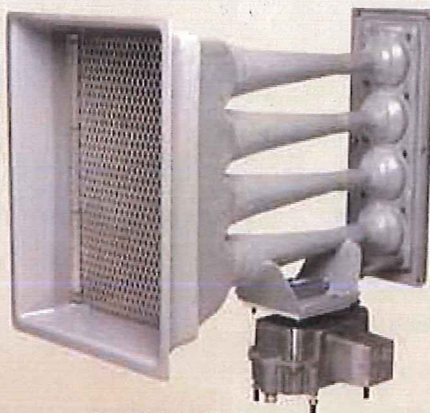
- ❶ Solar power option. 2 - 80 watt panels, mounting bracket and regulator..

SIREN ACTIVATION CONTROLS

Our VHF High and UHF siren activation control packages include the following:

- Radio
- Radio Interface
- Tone Squelch
- 2-3dB Gain Omni-Directional Antenna with Bracket
- 35' of RG58 Antenna Cable
- Polyphaser
- SI TEST®

Other features are dependant upon one or two-way controls. Whelen equipment can be interfaced with many different types of two-way radio communications products and systems including 800Mhz trunking, Motorola's MOSCAD, FSK, Narrow-Band and VHF Low Band. The following is available as standard options. Contact factory for special applications.



VORTEXR4 cell speaker housing mounted on rotor.

ONE-WAY CONTROLS

- **VAUXIN** - Auxiliary Board for Contact Closure Activation
- **VD2020LL** - 10 Digit DTMF Landline Activation
- **VD2020H** - 10 Digit DTMF VHF High Band / 150-170 Mhz
- **VD2020U** - 10 Digit DTMF UHF / 450-470 Mhz
- **VORTT** - Two-Tone Sequential Option

TWO-WAY CONTROLS

- **VAUXCS** - Two-Way Contact Closure Activation and Status Board
- **VC2020LL** - Two-Way Landline Activation
- **VC2020H** - 10 Digit DTMF VHF High Band / 150-170 Mhz
- **VC2020U** - 10 Digit DTMF UHF / 450-470 Mhz
- **VC2020NH** - 10 Digit DTMF VHF High Band Narrow-Band
- **VC2020NU** - 10 Digit DTMF UHF Narrow-Band

Options:

- **VFSKXMOD** - Converts the Siren Activation Controls to FSK Format
- **VSTATUS** - Cabinet Window LED Status Indicator
- **VPGINT** - Paging Interface to Interface Whelen Tones with Existing Paging Systems
- **VINTRU** - Intrusion Alarm (available with two-way only)



TYPE I ELECTRONIC CABINET (with service door open shows control panel and battery tray with optional batteries).



RCSYSTEMS
Radio Communications
Company

1657 Falls Ave
Phone: 319-234-3511 Waterloo, IA. 50701
Fax: 319-233-8292 Order Line: 800-728-2929

PROPOSAL

OUTDOOR WARNING

Name City of Indianola	
Attn: Ted Neller	County WARREN
Address: PO Box 299	
Address:2	Account #:
City: Indianola	ST: Iowa ZIP: 50125-0299
Phone:	Fax:
Rev: none	

Tracking #	180725-41	Tracking Date:	7/25/2018
Sales Order:		S.O. Date:	
Invoice #		Invoice Date:	

L#	QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1					
2					
3	1	T-128 AC/DC	ASC Rotational Siren Pkg.	20,000.00	20,000.00
4			Includes		
5	1	T-128DC	Siren Head w/ Heater		
6	1	PM-4	Pole Mount Kit		
7	1	"TEMPEST"	AD/DC Controls		
8	1	RTU-2001-DC	Radio Activation		
9	1	KIT-TTS	Two Tone Format Card		
10	1	KIT-ARR-2	Lightning Arrestor Kit		
11	1	NPN	Mobile Radio (Kenwood Or Motorola)		
12	4	M24MF	Deep Cycle Marine Battery		
13	1	S-1	Shipping to Indianola, Iowa		
14	1	A-1	Final Inspection & Testing		
15					
16	1	A-2	Turnkey Installation w/ Class II 55 ft Pole	3,800.00	3,800.00
17					
L1	Notes or Special Instructions:			Page Total	\$23,800.00
L2					-
L3				Page Total	\$23,800.00
L4	City Responsible for Locates & Power to Siren Pole After Installation			INSTALLATION	INCLUDED
L5				SUB TOTAL	\$23,800.00
L6				SALES TAX	EXEMPT
L7				SHIPPING	INCLUDED
L8				TOTAL	\$23,800.00

Delivery: 6-8 Week(s), ARO.
Delivery is based on manufacturers estimates
and is subject to change.

Terms: Net-30

P.O Number: _____

Down Paym't P.O.

Project: Outdoor Warning Systems

Disclaimer:

RCSYSTEMS - Radio Communications Co. Inc. & MWSN, will assume
NO Liability as a result of Equipment failure and/or loss of services.

Email:

BY:

Rick Claassen

Accepted by:

E-Mail: Rick @rcsystems.com

Name

Date

Visit our website: www.rcsystems.com

PROPOSAL

Valid for:

60 Days

The FUTURE is with RCSYSTEMS - Serving Iowa for over 40 years - Engineering, Sales, Service & Consulting



RCSYSTEMS
Radio Communications
Company

Waterloo, IA. 50701

PROPOSAL

OUTDOOR WARNING

Last Page 2

Name **City of Indianola**

Attn: **Ted Neller**

Address: **PO Box 299**

Address:2

City: **Indianola**

ST: **Iowa** ZIP: **50125-0299**

Phone:

Fax:

Rev: **none**

Tracking #	18072541	Tracking Date:	7/25/2018
Sales Order:		S.O. Date:	
Invoice #		Invoice Date:	

L#	QTY	MODEL	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25					
26					
27					
28					
29					
30					
31					
32					
33					
34					
35					

All Terms and Conditions Listed on Page one will apply to this and all additional pages.

Initials _____ Date: _____

FEDERAL SIGNAL
Safety and Security Systems
Advancing security and well being.

2645 Federal Signal Drive
University Park, Illinois 60484-0975
800.548.7229
alertnotification.com

Contact Name: Fire Chief Greg Chia
Customer: City of Indianola
Address: 110 N. 1st St.
City: Indianola
State: Iowa
Zip: 50125
Phone: 515-962-5257
Cell: 515-249-3323
Fax: *
Email: gchia@indianolaiaowa.gov
Notes: Delivery schedule cannot be established until radio information is supplied, if applicable.

Quotation No.: FWS
731180937
Please reference quote
no. on your order
Date Quoted: 7/31/18

Item No.	Qty.	Model/Part No.	Description	Weight	Total Weight	Unit Price	Total
Siren Equipment							
1	1	2001-130	Electro-mechanical rotating siren, 130 db(C) 800Hz	450	450	\$ 8,932.00	\$ 8,932.00
2	1	DCFCBH	CNTL, DC, ONE-WAY, HIGH BAND	224	224	\$ 5,636.00	\$ 5,636.00
3	1	2001TRBP	TRANSFORMER RECTIFIER PLUS	180	180	\$ 2,085.00	\$ 2,085.00
4	1	10A3	CABLE, 25' PL259 MALE & ADPT	10	10	\$ 227.00	\$ 227.00
5	1	RP164	ANT,GROUNDING PLANE	12	12	\$ 176.00	\$ 176.00
6	1	AMB-RP164	ANTENNA MOUNTING BRACKET FOR RP164 POLE OR WALL			\$ 70.00	\$ 70.00
Total Equipment							\$ 17,126.00
Shipping							
1	1	ES-FREIGHT	Shipping Fees	LBS	876		\$ 685.04
Services							
1	1	TK-I-2001ADC-Z2	2001 AC-DC Std Install, 4 Std Batteries, Site Optimization, 50' Class 2			\$ 6,608.00	\$ 6,608.00
Total Services							\$ 6,608.00
Total of Project							\$ 24,419.04

Options							
1		PVS220W-24	SOLAR POWER OPTION, UV	100		\$ 3,800.00	
2		BV-POWER	Cost associated with electrical inspections / permits, if required			\$ 750.00	
3		BV-TRAFFIC	Traffic Control, if required			\$ 250.00	

Terms / Conditions

Prices are firm for 120 days from the date of quotation unless otherwise shown. Upon acceptance, prices are firm for 6 months. This quotation is expressly subject to acceptance by Buyer of all Terms stated in the attached Terms document, and any exception to or modification of such Terms shall not be binding unless expressly accepted in writing by an authorized agent or Office of the Seller. Any order submitted to Seller on the basis set forth above, in whole or in part, shall constitute an acceptance by Buyer of the Terms. Any such order shall be subject to acceptance by Seller in its discretion. Installation is not included unless specifically quoted as a line item above.

Adverse Site Conditions, including rock, caving soil conditions, contaminated soil, poor site access availability, and other circumstances which result in more than 2 hours to install a pole, will result in a \$385.00 per hour fee, plus equipment.

Power Clause: Bringing power to the siren equipment is the responsibility of the purchaser. Trenching is additional.

Traffic Control Clause: Traffic control, if required, will be an additional \$250.00 per site.

Permit Clause: Any special permits, licenses or fees will be additional.

FCC Licensing Clause: The buyer is responsible for maintaining any FCC licensing requirements associated with the use of this equipment.

Classified Location Clause: No equipment or services are designed or installed to meet the requirements of a classified location installation unless noted.

Sales Tax: Sales Tax will be additional unless an Exemption Certificate is provided.

Proposed By: Dee A. Wieduwilt
Company: Blue Valley Public Safety Inc.
Address: P.O. Box 363 - 509 James Rollo Dr.
City, State, Zip: Grain Valley, MO 64029
Country: USA
Work Phone: 1-800-288-5120
Fax: 816-847-7513
Approved By: Brian Cates
Title: General Manager

Delivery: 10-12 weeks
Freight Terms: FOB University Park
Terms: Equipment, Net 30 Days upon receipt
Services, Net 30 Days as completed,
billed monthly. Net 30 will not be held
for installations.

Brian Cates
Signature

Quotation No.: FWS
731180937

SALES AGREEMENT

(1) **Agreement.** This agreement (the "Agreement") between Federal Signal Corporation ("FSC") and Buyer for the sale of the products and services described in FSC's quotation and any subsequent purchase order shall consist of the terms herein. This Agreement constitutes the entire agreement between FSC and Buyer regarding such sale and supersedes all prior oral or written representations and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of FSC and Buyer and attached hereto except that stenographic and clerical errors are subject to correction by FSC or upon FSC's written consent. FSC objects to and shall not be bound by any additional or different terms, whether printed or otherwise, in Buyer's purchase order or in any other communication from Buyer to FSC unless specifically agreed to by FSC in writing. Prior courses of dealing between the parties or trade usage, to the extent they add to, detract from, supplant or explain this Agreement, shall not be binding on FSC. This Agreement shall be for the benefit of FSC and Buyer only and not for the benefit of any other person.

(2) **Termination.** This Agreement may be terminated only upon FSC's written consent. If FSC shall declare or consent to a termination of the Agreement, in whole or in part, Buyer, in the absence of a contrary written agreement signed by FSC, shall pay termination charges based upon expenses and costs incurred in the assembly of its products or in the performance of the services to the date such termination is accepted by FSC including, but not limited to, expenses of disposing of materials on hand or on order from suppliers and the losses resulting from such disposition, plus a reasonable profit. In addition, any products substantially completed or services performed on or prior to any termination of this Agreement shall be accepted and paid for in full by Buyer. In the event of a material breach of this Agreement by Buyer, the insolvency of Buyer, or the initiation of any solvency or bankruptcy proceedings by or against Buyer, FSC shall have the right to immediately terminate this Agreement, and Buyer shall be liable for termination charges as set forth herein.

(3) **Price/Shipping/Payment.** Prices are F.O.B. FSC's Factory. Buyer shall be responsible for all shipping charges. If this Agreement is for more than one unit of product, the products may be shipped in a single lot or in several lots at the discretion of FSC, and Buyer shall pay for each such shipment separately. FSC may require full or partial payment or payment guarantee in advance of shipment whenever, in its opinion, the financial condition of Buyer so warrants. FSC will invoice for product upon shipment to Buyer and for services monthly as completed. Amounts invoiced by FSC are due 30 days from date of invoice, except that payment terms for turn-key sales of product and services are 10% of total contract mobilization fee due with Buyer's order. Invoice deductions will not be honored unless covered by a credit memorandum. Minimum billing per order is \$75.00.

(4) **Risk of Loss.** The risk of loss of the products or any part thereof shall pass to the Buyer upon delivery thereof by FSC to the carrier. Buyer shall have sole responsibility for processing and collection of any claim of loss against the carrier.

(5) **Taxes.** Price quotes by FSC do not include taxes. Buyer shall pay FSC, in addition to the price of the products or services, any applicable tax (however designated) imposed upon the sale, production, delivery or use of the products or services to the extent required or not forbidden by law to be collected by FSC from Buyer, whether or not so collected at the time of the sale, unless valid exemption certificates acceptable to the taxing authorities are furnished to FSC before the date of invoice.

(6) **Delivery.** Although FSC shall in good faith endeavor to meet estimated delivery dates, delivery dates are not guaranteed but are estimated on the basis of immediate receipt by FSC of all information required from Buyer and the absence of delays, direct or indirect, as set forth in paragraph 29 herein.

(7) **Returns.** Buyer may return shipped product to FSC only upon FSC's prior written consent (such consent to be in the sole discretion of FSC) and upon terms specified by FSC, including prevailing restocking and handling charges. Buyer assumes all risk of loss for such returned product until actual receipt thereof by FSC. Agents of FSC are not authorized to accept returned product or to grant allowances or adjustments with respect to Buyer's account.

(8) **Inspection.** Buyer shall inspect the product immediately upon receipt. All claims for any alleged defect in FSC's product or deficiency in the performance of its services under this Agreement, capable of discovery upon reasonable inspection, must be fully set forth in writing and received by FSC within 30 days of Buyer's receipt of the product or FSC's performance of the services. Failure to make any such claim within said 30 day period shall constitute a waiver of such claim and an irrevocable acceptance of the product and services by Buyer.

(9) **Limited Warranty.** FSC warrants each new product to be free from defects in material and workmanship, under normal use and service, for a period of two years from delivery to Buyer (one-year for Informers and all software products, five years on 2001 & ECLIPSE Series siren head). During this warranty period, FSC will provide warranty service for any unit which is delivered, shipping prepaid by the Buyer, to a designated warranty service center for examination and such examination reveals a defect in material and/or workmanship. FSC will then, at its option, repair or replace the product or any defective part(s), or remit the purchase price of the product to Buyer. This warranty does not cover travel expenses, the cost of specialized equipment for gaining access to the product, or labor charges for removal and re-installation of the product for warranty service at any location other than FSC's designated warranty service center. This warranty shall not apply to components or accessories that have a separate warranty by the original manufacturer, such as, but not limited to, radios and batteries, and does not extend to any unit which has been subjected to abuse, misuse, improper installation or which has been inadequately maintained, nor to units with problems due to service or modification by other than an FSC warranty service center. FSC will provide on-site warranty service during the first 60 days after the completion of the installation when FSC has provided a turn-key installation including optimization and/or commissioning services. **THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

(10) **Remedies and Limitations of Liability.** Buyer's sole remedy for breach of warranty shall be as set forth above. **IN NO EVENT SHALL FSC BE LIABLE FOR ANY LOSS OF USE OF ANY PRODUCT, LOST PROFITS OR ANY INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES, NOR SHALL FSC'S LIABILITY FOR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS OR SERVICES EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR SERVICES.**

(11) **PATENTS.** FSC shall hold Buyer harmless, to the extent herein provided, against any valid claim by any third person of infringement of any United States Patent by product manufactured by FSC, but if Buyer furnished product or system design specifications to FSC, Buyer shall hold FSC harmless against any infringement claim consisting of the use of product manufactured by FSC in accordance with Buyer's product or system design or in combination with product manufactured by Buyer or others. In the event that any product manufactured by FSC is held to infringe any patent and its use is enjoined by any competent court of law, FSC, if unable within a reasonable time to secure for Buyer the right to continue using such product, either by suspension of the injunction, by securing for Buyer a license, or otherwise, shall, at its own expense, either replace such product with non-infringing product or modify such product so that it becomes non-infringing, or accept the return of the enjoined product and refund the purchase price paid by Buyer less allowance for any period of actual use thereof. FSC makes no warranty that its product will be delivered free of a valid claim by a third person of infringement or the like and Buyer's remedies for such a claim will be limited to those provided in this paragraph.

(12) **Assignment and Delegation.** Buyer shall not assign any right or interest in this Agreement, nor delegate the performance of any obligation, without FSC's prior written consent. Any attempted assignment or delegation shall be void and ineffective for all purposes unless made in conformity with this paragraph.

(13) **Severability.** If any term, clause or provision contained in this Agreement is declared or held invalid by a court of competent jurisdiction, such declaration or holding shall not affect the validity of any other term, clause or provision herein contained.

(14) **Installation.** Installation shall be by Buyer unless otherwise specifically agreed to in writing by FSC.

Federal Signal 2001 Series Siren

Features

- **High-powered rotating siren for maximum coverage**
- **Available in low and mid-range frequency**
- **Three distinct warning signals**
- **Maintenance-free sealed bearing motors**
- **Weather-resistant coating**
- **5-year limited warranty**
- **AC or Solar powered with battery operation or back-up**



The Federal Signal 2001 Series siren is a high power, rotating, uni-directional outdoor warning siren.

The high-decibel output provides maximum coverage with minimum installation cost. Radio/cellular/satellite or wireless IP activation can further minimize installation costs by eliminating the need for leased dedicated control lines.

The siren's projector produces a 60-degree projection of sound which rotates at 3 RPM and can produce three distinct warning signals: steady, wail and fast wail. The 2001 Series siren will supply a minimum of 15 minutes of full power output from its batteries after AC power loss. The siren controls are available with battery operation, solar, AC operation, and AC operation with battery back-up, one-way and two-way radio control, wired or wireless ethernet, satellite/cellular or landline. The 2001 Series is offered in low frequency (490 Hz) or mid-range frequency (790 Hz).

Ideal applications for this warning siren include hazardous weather conditions, fires, floods, chemical spills and other types of community or facility emergencies.



FEDERAL SIGNAL
Safety and Security Systems

Protecting people and our planet

DATA SHEET

Federal Controller One-Way

Control and Activation of Remote Equipment

- Radio control available
- Two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK decoding for security
- Four individually programmable output relays
- Six built in siren tone signals
- Push buttons for local activation
- Low current draw



The Federal Controller, model FC, is a remote control activation point for control of equipment with timer and relay outputs. Optional radio/receiver decoder is available. This versatile model is ideal for virtually all siren control applications and any other process that can be controlled via relay contacts.

Options include a synthesized radio receiver (high band or UHF), a built-in tone generator, which adds six standard tones, public address capability, and FSPWARE, a software package that enables connection to a computer to modify supplied timing or to create unique on/off patterns for control of external equipment, such as sirens. Programming options via FSPWARE include radio receiver frequency, two-tone sequential tones/DTMF/AFSK decoding digits for security, custom audible signal tones and independent control of output relays and timing patterns for electro-mechanical sirens.

Up to six control codes may be programmed and activated by any combination of two-tone sequential, DTMF, EAS, POCSAG, and digital AFSK. Four of the timing sequences can be initiated using local push buttons or remotely through dry contact closures. The use of SFCD Software and SS2000+ allows remote control activation and networking of multiple FC Controllers.

The Federal Controller is an ideal choice to control applications such as:

- Control of Federal Signal 2001 Series, 508, Eclipse8 and Model 2 siren series
- Adding or replacing radio controls for existing sirens
- Radio activation of indoor PA systems
- Control of warning lights or various warning equipment
- Fire house alerting applications



FEDERAL SIGNAL
Safety and Security Systems

Protecting people and our planet

DATA SHEET

Meeting Date: 09/17/2018

Information

Subject

Resolution suspending enforcement of Indianola Code 47.01(11) regarding sale/consumption of alcohol and Indianola Code 122.22 regarding food trucks in city parks for the Farmer Chapel United Methodist Beer & Hymns event at Buxton Park on October 20, 2018

Information

The Farmers Chapel United Methodist Church is requesting to host an event in Buxton Park on October 20, 2018. The event is 5:00 p.m. to 7:00 p.m. and will have a live band and are also requesting to serve alcohol. Trevor Vaughn, Pastor in the community and as the Director of Student Ministries on Simpson Campus, feels this would be a great event to bridge the two communities. He has the support of Simpson College and the Indianola Young Professionals are on board to promote the event as well. The Parks and Recreation Commission unanimously approved the request to use Buxton Park and allowing Alcohol Sales.

If council wishes to approve the event, the resolution (packet) will need to be considered. Highlights of the resolution include:

- The Beer (includes Wine Coolers) will be sold and served in accordance with the State of Iowa Alcoholic Beverages Division
- The Farmers Chapel United Methodist Church will be required to comply with all other requirements of the Municipal Code of the City for the event along with the terms of the Permit issued by the State.
- The Beer & Hymn event and will be held on October 20, 2018 from 5:00 p.m. to 7:00 p.m. and council confirms that the enforcement of the Indianola Code Section 47.01(11) and 122.22 will be temporarily suspended from 5:00 p.m. to 7:00 p.m. for the event and confirms that a beer permit will be issued (upon approval by the City Council) by the State of Iowa
- All participants and sponsors of said event shall be required to comply with all other requirements of the Municipal Code of the City, but the enforcement of the prohibition on the sale of beer and wine coolers in the park is hereby waived.

Roll call approving the resolution is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. _____

**A RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA
CODE § 47.01(11) REGARDING THE SALE AND CONSUMPTION OF
ALCOHOL AND INDIANOLA CODE § 122.22 REGARDING MOBILE
FOOD AND BEVERAGE TRUCKS IN CITY PARKS FOR THE BEER &
HYMNS IN BUXTON PARK**

WHEREAS, a Beer & Hymns event is set to occur on October 20, 2018 at Buxton Park Arboretum, N. Buxton St. & N. Girard Ave., in the City of Indianola; and

WHEREAS, Indianola Code Section 47.01(11) governing alcohol in parks reads: “No person shall bring within, sell, give away or drink alcoholic beverages, except beer, at any time in the park, or be under the influence of intoxicating liquor or a controlled substance while in any park;” and

WHEREAS, Indianola Code Section 122.23 governing mobile food and beverage in parks reads: “It shall be unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the City of Indianola without first obtaining a mobile food unit license from the city, in addition to any other state, federal, or county permits, certifications and licenses;” and

WHEREAS, the City Council believes that it is in the best interest of the City to suspend enforcement of these Code sections for the event; and

WHEREAS, the event and vendors will be required to comply with all other requirements of the Municipal Code of the City for the event along with the terms of any permit issued by the State.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City of Indianola hereby acknowledges receipt of notification of the Beer & Hymns event in Buxton Park on October 20, 2018 and confirms that enforcement of Indianola Code Sections 47.01(11) and 122.22 will be temporarily suspended for said event.

BE IT FURTHER RESOLVED that all participants and sponsors of said event shall be required to comply with all other requirements of the Municipal Code of the City.

Dated this 17th day of September 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/17/2018

Information

Subject

A new Class "B" Beer Permit and Outdoor Area for The Zoo - 210 W. Girard (Buxton Park) on October 20, 2018

Information

This is a new liquor permit for The Zoo at 210 W. Girard (Buxton Park) on October 20, 2018 for the Farmer Chapel United Methodist Beer & Hymns event at Buxton Park. All of the paperwork is in order and staff has approved.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

Subject

Resolution approving salaries

Information

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

Dave Button, Police Chief, from CE 13-10 \$111,491.21/year to CE 13.5-5 \$112,810.37/year effective August 5, 2018

Kevin Marmon, Medium Equipment Operator, from Range 21-2 \$48,216.10/year to Range 21-2 \$50,626.91/year effective August 19, 2018 - temporary 5% increase for nuisance abatement duties in the absence of a Building Official

Alyssa Craven, Part-time Library Assistant, CE 1-1 \$12.72/hour effective September 10, 2018

Afton Bradley, Recreation Coordinator, Aquatics & Special Event, CE 6-1 \$45,614.40/year effective September 17, 2018

Virginia Ricketts, Part-time Library Assistant, CE 1-1 \$12.71/hour effective September 24, 2018

Kevin Marmon, Medium Equipment Operator, from Range 21-2 \$48,216.10/year to Range 21-3 \$53,158.07/year effective October 14, 2018

Joe Holaday, Light Equipment Operator, from Range 19-2.5 \$44,772.98/year to Range 19-2.5 \$45,864.90/year effective October 28, 2018

Tammy Bruce, Police Clerical, from Range 14-4 \$37,899.87/year (includes longevity) to Range 14-4 \$37,949.87/year (includes longevity) effective October 28, 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 Button, Police Chief, from CE 13-10 \$111,491.21/year to CE 13.5-5 \$112,810.37/year effective August 5, 2018

Kevin Marmon, Medium Equipment Operator, from Range 21-2 \$48,216.10/year to Range 21-2 \$50,626.91/year effective August 19, 2018 - temporary 5% increase for nuisance abatement duties in the absence of a Building Official

Alyssa Craven, Part-time Library Assistant, CE 1-1 \$12.72/hour effective September 10, 2018

Afton Bradley, Recreation Coordinator, Aquatics & Special Event, CE 6-1 \$45,614.40/year effective September 17, 2018

Virginia Ricketts, Part-time Library Assistant, CE 1-1 \$12.71/hour effective September 24, 2018

Kevin Marmon, Medium Equipment Operator, from Range 21-2 \$48,216.10/year to Range 21-3 \$53,158.07/year effective October 14, 2018

Joe Holaday, Light Equipment Operator, from Range 19-2.5 \$44,772.98/year to Range 19-2.5 \$45,864.90/year effective October 28, 2018

Tammy Bruce, Police Clerical, from Range 14-4 \$37,899.87/year (includes longevity) to Range 14-4 \$37,949.87/year (includes longevity) effective October 28, 2018

Passed and approved on the 17th day of September 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/17/2018

Information

Subject

City Manager's Report - Ryan Waller

* Receipt and file correspondence from August 31 and September 7, 2018

Information

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

Roll call receiving and filing correspondence from the weekly update reports is in order.

Fiscal Impact

Attachments

Weekly Update 083118

Zoning Hearing

Email

MOU

Letter

October 1 Draft Agenda

Construction Projects

Property Maint.

Weekly Update 090718

Comm Dev Report

Prop Maint 090718

Draft October 1 Agenda

Diana Bowlin

From: Ryan Waller
Sent: Friday, August 31, 2018 4:33 PM
To: All Department Heads
Cc: Amy Beattie
Subject: FW: Waller's Weekly 8.31.18
Attachments: Indianola_IA 90-Day.pdf; New WWTP Zoning Hearing Notice.pdf; MOU Suggested Adjustments 8-31-2018.pdf; Prop Main. Database week of 08202018.xlsx; Construction Project Updates 08202018.xlsx; Draft September 17, 2018 Agenda.docx; Draft October 1, 2018 Agenda.docx; neighbor email.pdf

Good afternoon, all.

Here is this week's update email. As always, feel free to share with your respective departments. If there are any items you'd like included or if there are any questions, please let me know. Have a great holiday weekend!

Ryan

From: Ryan Waller
Sent: Friday, August 31, 2018 4:28 PM
To: City Council
Subject: Waller's Weekly 8.31.18

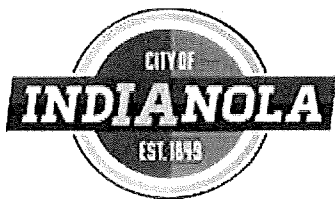
Good afternoon, all.

I hope this email finds everyone well. Below and attached, please find several items that are being provided for your information. As always, if there are any questions on the information contained, please feel free to contact me.

Have a safe and relaxing holiday weekend!

Go Hawks!

Ryan



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

FEMA Update – In last week's update it was noted that staff would be attending a meeting with FEMA to review the procedures to submit for reimbursement due to damages from the June storm event. Staff attended the meeting and were provided information on the necessary paperwork to complete. City staff has completed and submitted the paperwork. It is anticipated that the next steps in the process will be an individual meeting with FEMA staff.

DNR Meeting – On August 30th, HR Green representatives, Rick Graves and myself met with DNR officials to review the City's facility plan for the proposed Wastewater Treatment Plant. It was a positive and productive meeting. HR Green will be providing some minor follow-up items requested by DNR staff at this meeting. In addition to this meeting, we will be meeting with League of Cities staff to discuss the City's application with the DNR.

WWTP Public Hearing Notice – Attached, please find a copy of the public hearing notice for the City's Special Use Permit application with the County. In addition to the notice, I have also attached a copy of a courtesy email that was provided to the neighbors of the City's farm site.

I-Street Holdings – At the last City Council meeting, Councilman Parker asked about I Street Holding's development plans for the property currently under renovation. I was able to speak with Tom Smith who noted that the renovation will focus first on the interior before moving the focus to the exterior.

City/IMU MOU – Attached, please find a memorandum from Tom Gaffigan concerning the status of the Memorandum of Understanding between the City and IMU. After we meet, this matter will be brought back before the City Council to consider any additional modifications.

Fire Alarm Testing – Please be advised that safety crews will be conducting testing of the City Hall/Public Safety building fire alarm system on September 24th and 25th.

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.

Developer Meeting - On Thursday, August 30th a meeting was held with a representative with a Metro commercial and residential developer. This developer has not worked in Indianola previously and noted that they are very interested and excited in the happenings in our community. The representative indicated that he will be in touch to set up a meeting with members of his team to discuss possible opportunities.

Senator Ernst – As previously reported, Senator Ernst was scheduled to visit with Chief Button and members of our Police Department, but this visit needed to be rescheduled due to the severe weather that damaged Marshalltown and Bondurant. The Senator has rescheduled her trip to Indianola and is anticipated to visit with Chief Button sometime next week.

Industrial Park Business Meetings – As noted in a previous, we have been working on scheduling meetings with business owners in the Industrial Park. This week I had a meeting with the President and Vice-President of Vanderpool Construction. The focus of these meetings is to better understand the business' needs and, if possible, assist with those issues. This meeting was a positive one that included much information sharing on various City projects and initiatives.

Floodplain Notification – Attached, please find a letter that was sent from FEMA concerning actions required to be taken by the City prior to November 2018. The City's attorney is working on updates to the City's floodplain ordinance, which is anticipated to be included on the September 17th City Council agenda.

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

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

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held before the **WARREN COUNTY BOARD OF ADJUSTMENT** on the **13th day of September, 2018 at 7:05 p.m.** in the **2nd floor Board of Supervisors Meeting Room, Warren County Administration Building, Indianola, Iowa.**

Said hearing is in regard to a special use permit application submitted by **The City of Indianola, 110 N. 1st Street, Indianola, Iowa 50125.** A special use permit is sought from Title V, Chapter 41.02 (2)(H) of the 2018 Warren County Zoning Ordinance. Said section (2) Special Use Permits: H. Public water supply and sewage treatment facilities. If granted, the special use would allow for the construction of a municipal wastewater treatment facility. The special use permit is proposed on property described as:

The Southeast quarter of the Southeast quarter of Section 3, Township 76 North, Range 24 West of the 5th Prime Meridian, Warren County, Iowa. (Parcel 05000039880)

AND

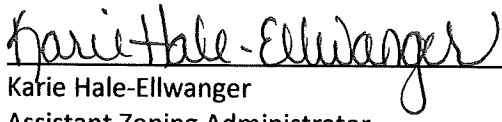
The Northeast quarter of the Southeast quarter of Section 3, Township 76 North, Range 24 West of the 5th Prime Meridian, Warren County, Iowa. (Parcel 05000039820)

Located in the 10700 block of Grimes Street, Indianola, Iowa 50125.

The text of the application is on file in the **ZONING OFFICE** in the Warren County **Administration Building, 301 North Buxton, Suite 210, Indianola, Iowa**, and may be examined during regular office hours (Monday through Friday, 8:00 a.m. to 4:30 p.m.).

Written comments will be accepted during regular office hours or before the hearing. Send comments to: Warren County Zoning Office, 301 North Buxton, Suite 210, Indianola, Iowa 50125 or email them to: zoning@warrencountyia.org

Dated at Indianola, Iowa this 22nd day of August, 2018.


Karie Hale-Ellwanger
Assistant Zoning Administrator

Ryan Waller

From: Ryan Waller
Sent: Thursday, August 30, 2018 2:24 PM
To: James Hartman; Tootles8; Louiseandsteve; Stufritz; John; Bkelsonc; Trooper77; Gates7552; Lynnmccory; Thenyes7; Rhoads1949; Suetomb; Rjkuhle
Cc: Rick Graves; Ryan Waller
Subject: Re: Application
Attachments: New WWTP Zoning Hearing Notice.pdf

Good afternoon, all.

I hope this finds you well. The purpose of this email is to follow-up on the email below concerning the City's special use application. In keeping with our commitment to you all, attached please find a copy of the official notice that we recently received from the County. As noted previously, this is a county process and so you may receive something directly from them. As always, if there are questions please let me know.

Have a great day!

Ryan

From: Ryan Waller
Sent: Monday, August 13, 2018 5:06 PM
To: James Hartman; Tootles8; Louiseandsteve; Stufritz; John; Bkelsonc; Trooper77; Gates7552; Lynnmccory; Thenyes7; Rhoads1949; Suetomb; Rjkuhle
Cc: Rick Graves; Ryan Waller
Subject: Application

Good afternoon, all.

I hope this finds you well. Following our last joint meeting we noted that we would be working on preparing an application to the County. In keeping with our commitment to you all, attached please find a copy of this application. This is a county process and I am not sure if their notification procedures. It has been shared with me that it like the meeting will be 6:30 on [Thursday, September 13th](#). It has also been shared that they may not get to our application until 7. As always, if there are questions please let me know.

Have a pleasant evening.

Ryan

Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125



Electric • Telecommunications • Water

August 31, 2018

To: Ryan Waller
From: Tom Gaffigan

Subject: Memorandum Of Understanding Regarding Shared Services Between Indianola Municipal Utilities and the City of Indianola

At the regularly scheduled Indianola Municipal Utilities Board of Trustees Meeting Monday August 27, 2018 the Board requested me and Chris Longer to work with City Staff on the following suggested adjustments to the Memorandum Of Understanding (MOU).

- Item #1 of the MOU:
 - "Add language to provide a mechanism to adjust the percentage of allocations including clarification on when and how adjustments will occur. In addition, IMU and City Staff will determine a date for reviewing and determining the percentage allocations during the budget process."
- Item #6 of the MOU:
 - "The actual time devoted to IMU work by the City Clerk and Bookkeeper shall be tracked in order to more accurately quantify the allocation in the future."

Please contact me to arrange a time and location to meet and discuss the items listed above.

Regards,


General Manager



FEMA

AUG 13 2018

**CERTIFIED MAIL
RETURN RECEIPT REQUESTED**

The Honorable Kelly Shaw
Mayor, City of Indianola
Post Office Box 299
Indianola, Iowa 50125

Dear Mayor Shaw:

I commend you for the efforts that have been put forth in implementing the floodplain management measures for the City of Indianola, Iowa, to participate in the National Flood Insurance Program (NFIP). As you implement these measures, I want to emphasize the following:

- a Flood Insurance Study (FIS) and Flood Insurance Rate Map (FIRM) have been completed for your community;
- the FIS and FIRM will become effective on November 16, 2018; and
- by the FIS and FIRM effective date, the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office is required to approve the legally enforceable floodplain management measures your community adopts in accordance with Title 44 Code of Federal Regulations Section 60.3(d).

As noted in FEMA's letter dated May 16, 2018, no significant changes have been made to the flood hazard data on the Preliminary and/or revised Preliminary copies of the FIRM for Warren County. Therefore, the City of Indianola should use the Preliminary and/or revised Preliminary copies of the FIRM as the basis for adopting the required floodplain management measures. Final printed copies of the FIRM for the City of Indianola will be sent to you within the next few months.

If you encounter difficulties in enacting the measures, I recommend you contact the Iowa Department of Natural Resources. You may contact Bill Cappuccio, the NFIP State Coordinator, by telephone at (515) 281-8342, in writing at 502 East Ninth Street, Des Moines, Iowa 50319, or by electronic mail at bill.cappuccio@dnr.iowa.gov.

The FEMA Regional staff in Kansas City, Missouri, is also available to provide technical assistance and guidance in the development of floodplain management measures. The adoption of compliant floodplain management measures will provide protection for the City of Indianola and will ensure its participation in the NFIP. The Regional Office may be contacted by telephone at (816) 283-7003 or in writing. Please send your written inquiries to the Director, Mitigation Division, FEMA Region VII, at 11224 Holmes Street, Kansas City, Missouri 64131-3626.

The Honorable Kelly Shaw

AUG 13 2018

Page 2

You may have already contacted the NFIP State Coordinator and/or the FEMA Regional Office, and may be in the final adoption process or recently adopted the appropriate measures. However, in the event your community has not adopted the appropriate measures, this letter is FEMA's official notification that you only have until November 16, 2018, to adopt and/or submit a floodplain management ordinance that meets or exceeds the minimum NFIP requirements, and request approval from the FEMA Regional Office by the effective date. Your community's adopted measures will be reviewed upon receipt and the FEMA Regional Office will notify you when the measures are approved.

I appreciate your cooperation to ensure that your community's floodplain management measures are approved by the FEMA Regional Office by November 16, 2018. Your compliance with these mandatory program requirements will enable your community to avoid suspension from the NFIP.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears", written in a cursive style.

Rachel Sears, Director
Floodplain Management Division
Mitigation Directorate | FEMA

cc: Dean Ownby, Floodplain Management and Insurance Branch Chief, FEMA Region VII
Bill Cappuccio, NFIP State Coordinator, Iowa Department of Natural Resources
Chuck Burgin, Building and Zoning Official, City of Indianola

October 1, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- Salaries
- Final consideration for a request from Kacee West to include “athletic training facility” under M-2 (general industrial) zoning regulations as a permitted principal use
- City Manager’s Report
- Final consideration to amend the recycling ordinance
- Ash Tree removal proposals

Construction Project Updates

	<u>Name</u>	<u>Address</u>	<u>Contractor</u>	<u>Construction</u>	<u>Value</u>	<u>Status</u>
1	Steger Townhomes	East Scenic Valley Avenue	Steger Construction		\$269,500	601 - Finaled 7/19/18 603 - Completed. 609 - Completed. 611 - Completed. 613 - Completed. 615 - Completed. 617 - Completed. 619 - Completed. 621 - Completed. 623 - Completed.
2	CIO Properties, LC	302 East Scenic Valley Avenue	Downing Construction	Orthodontic Clinic	\$600,583	Finaled 6/20/18 Temp C.O. Issued Grade, sod landscaping by 9/01/18- 8/24 final rade done sod around building only
3	Indianola Community Schools	1301 East 2nd Avenue	DDVI	Administration Building	\$1,544,000	Wall framing complete. Exterior wall/cleaning has begun-Roof membrane in place
4	IMU	1300 East Iowa Avenue	Downing Construction	Line Shop	\$650,000	Structure is being erected- 80% complete for structure
5	IMU	110 South B Street	DDVI	Fiber Shop Alteration	\$476,700	Interior finish has begun, exterior finish has begun, R-I's begun Mechanical RI in process
6	St. Thomas Catholic Church	210 R-63 Hwy.	Ball Team	Church Addition	\$1,672,670	Rough in complete
7	Des Moines Metro Opera	106 West Boston Avenue	Breiholz Construction	Addition/Alteration	\$3,300,000	New foundatuion walls have been installed. RI complete. Elevator shaft has been installed
8	Dowie Construction	401 E Euclid Ave	Dowie Construction	Contractor Shop	\$220,000 per development agreement	Roof on-exterior wrapped-Entry door installed

INDIANOLA Property Maintenance Record For 2018

Property Address	Owners	Issue	QA		Current Action	LEGAL	Deadline
601 E Euclid Ave		Bike Pickup	W014284-072718		Indianola PD - bike pick up - bike left on back side of her house *(South Side) by fence along 5th Street, red and silver Next Screamer 2.		08/24/18
1009 E Salem Ave	Carrie Putney	Garbage - Junk Debris	W014375-081618	X	Rcvd email from angela.christiansen@aol.com concerning trash sitting at corner for more than a month. Not being removed from curb. 8/16 JE visited site. Spoke with owner. Advised she needs to contact WM and have trash removed asap. Follow up on Monday 8/20/18. rECEIVED AN ADDITIONAL CALL TODAY 8/16 REGARDING PROPERTY.		08/24/18
808 W Salem Ave	Monique Booker	Tall Weeds	W014398-082218	X	Recvd call from neighbor regarding lawn not being mowed and home in process of being sold. Adv need to abate immediately. Advised I would put on the list for an inspector to look at .		08/24/18
207 N F Street		Junk in yard and car - Tall Weeds			Cller states junk in the yard - Jungle in the back yard along with junk cars. Door hanger left, photos taken of yard and vehicles by JE KM - Sent photos of vehicles to PD. 8/22 owner called in, stating he leaves yard and vehciles this way on purpose so the neighbors complain... Referred to JE		08/27/18
205 N D Street	Mackey, David	Junk Vehicles and Debris			7/31/18 RP visited site. Took pics. Abate letter sent 8/02 8/7/18 RP visitedNo proigress will check back on 8/13 RP 8/17 RP visited. Oxford to abate property. 8/20/18 JE visited site. Tree still on property. Spoke with Oxford. Planning on having the tree removed by this week. In schedule. Check 8/24/18		08/24/18
1011 North C Street	Jacob Hines	Tree maintenance			Tree in back yard covers neighbors properties, is very old and not trimmed. Complains it is dangerous 7/30 RP visited. Took pics. Sent notice 8/01/18 for dangerous tree. Will check back on 8/16		08/20/18
509 W Boston Ave	Churchill, Kris	Dangerous Tree			8/02/18 - visited site RP- left door knocker for owner. If no response, notice will be sent 8/7/18 RP visited. Spoke to owner. Will have branch removed by alley by 8/13		08/15/18
903 E 2nd Ave	Fuller, Nancy James Hildreth	Abandoned vehicle			8/02/18-license plate on RV are not current. Abandoned RV - Police will run the plates . 8/7/18 RP visited. Send notice		08/15/18
1009 E Salem Ave	Carrie Putney	Garbage - Junk Debris	W014375-081618		Rcvd email from angela.christiansen@aol.com concerning trash sitting at corner for more than a month. Not being removed from curb. 8/16 JE visited site. Spoke with owner. Advised she needs to contact WM and have trash removed asap. Follow up on Monday 8/20/18. rECEIVED AN ADDITIONAL CALL TODAY 8/16 REGARDING PROPERTY.		08/20/18
E Lincoln Ave	John Bascum	Tall Weeds			Received a call from several property owners around this area stating that the weeds and grass are over knee high. Both sides of the road, 4 plexes . 8/21 JE & KM visted site. Stated did not see anything other than a few crab grass weeds that were tall but majority of grass in the yard is not over a few inches. 8/22 KRB contacted owner John Bascum and adv him of the complaint made to be proactive. He stated that he has a hired lawn co. Adv would check back next week.		08/31/18
1209 N 7th Street	Randy Oxford	Junk vehicles with tires in driveway	W013940-061618		6/18/18 - staff to visit / 6/19/18 sent notice to abate -7/19/18 RP visited. Took photos. Send notice to abate 7/20/18 - 7/30 RP noted Mr Oxford complied but later moved the vehicles back once the previous notice expired. Sent additional notice to abate 8/01/18		09/01/18

1106 North Buxton Street	Twyla Wilkinson	Tree Maintenance	W013149-120517		12/2017 - Oxford Tree Service assessed the tree for danger. Rich Oxford verbally stated the tree does not appear to be dangerous. Will review this spring to confirm.12/05/2017 - Chuck and Rich visited site (separately) and took photos. Will request Oxford Tree Service look at tree and give opinion as to whether it is dangerous. 6/11/18 - Sent Oxford Tree Service opinion on tree to Jason Etnyre to make decision. Jason said he would work with Oxford to get tree removed if necessary. HOLD 7/03/18 RP visited. will check tree in 2 weeks. Extension given due to storm in city. Follow up mid July RP visited site. Wil chedk again on 9/01/18		09/01/18
1209 N 7th Street	Randy Oxford	Junk vehicles with tires in driveway	W013940-061618		6/18/18 - staff to visit / 6/19/18 sent notice to abate -7/19/18 RP visited. Took photos. Send notice to abate 7/20/18 - 7/30 RP noted Mr Oxford complied but later moved the vehicles back once the previous notice expired. Sent additional notice to abate 8/01/18		09/01/18
809 South O Street		Sidwalk needs repaired			I have received this complaint below: Hello, there is sidewalk on our block that needs repair, my children have gotten hurt riding a scooter over it. The block of sidewalk is 2 inches higher than the block it's connected to creating a large curb. The sidewalk in need of repair is located on 809 W 5th St behind the mailbox. 8/20/18 KB visited site. It appears that one dip has been patched with sub concrete and another was also found that will be reported to streets JE.	JASON	09/01/18
1106 North Buxton Street	Twyla Wilkinson	Tree Maintenance	W013149-120517		12/2017 - Oxford Tree Service assessed the tree for danger. Rich Oxford verbally stated the tree does not appear to be dangerous. Will review this spring to confirm.12/05/2017 - Chuck and Rich visited site (separately) and took photos. Will request Oxford Tree Service look at tree and give opinion as to whether it is dangerous. 6/11/18 - Sent Oxford Tree Service opinion on tree to Jason Etnyre to make decision. Jason said he would work with Oxford to get tree removed if necessary. HOLD 7/03/18 RP visited. will check tree in 2 weeks. Extension given due to storm in city. Follow up mid July RP visited site. Wil chedk again on 9/01/18		09/01/18
2100 West Euclid Ave	Sindric, Richard	Junk Vehicle			Complaint brought from previously abated property. Re checked for compliance by RP on 7/31/18- vehcile on property. Abate notice sent 8/01/18		09/01/18
1107 E Hillcrest	Laramy K Optical	Mowing			Rich visited 7/30 spoke with Laramy- he agreed to mow by this weekend. Will look at the property for complaince on on 8/6 8/7/18 RP visited. Completed. Per RP close		CLOSED
West Iowa Ave / Kenwood	Lamar Koethe	Tall Weeds			RP visited 7/31/18 Only strip was mowed. Send abate notice 8/02/18. Koethe called 8/08/18 to state that he has confirmed with the hired mower that only a strip was mowed thinkikng they would be in compliance. Once this notice was sent they realized would need fully mowed. Stated he would comply by this weekend. RP visited 8/20/18. site has been abated and is within complaince. Close per RP		Closed
1007 N D Street	Snodgrass, Rebel	Trees, Brush, yard maintenance	Previously 505 W Jackson make sure in correctly or change address		Dave Grissom came to office. Complaint of brush piles, tress and not mowing. 515-783-4130 7/30/18 RP visited. Sent notice to abate 8/01- took pics 8/01/18 Letter to abate sent RP visited 8/20/18. site has been abated and is within complaince. Close per RP		Closed

2100 West Euclid Ave	Sindric, Richard	Junk Vehicle			Complaint brought from previously abated property. Re checked for compliance by RP on 7/31/18- vehcile on property. Abate notice sent 8/01/18 Owner Richard came into the CD office at 8/16 spoke with Rich. RP okd to take off of list. Vehicle was running and within working order outside of the building.		Closed
400 W Ashland Ave	Beverly Miller 1600 W Clinton Ave- Owner - Tenant (unkown)	Junk Debris			John Vernon complaintant(401 W Ashland) - RP visited site 8/08/18 pics taken. Abate notice sent RP visited 8/17 property abated in compliance - close per RP		Closed
303 W 17th Street		Not mowing and debris being carried out of a shed all over the yard.	W014068-071518		7/02/18 RP to visit. 7/03/18- RP visited. No violation. Will follow up in 2 weeks 7/30 RP visited. Took pic. Abate notice sent 8/01/18 check back 8/9/18 RP visited 8/20/18. site has been abated and is within complaince. Close per RP		Closed
2011 W. Second Ave.		Bicycle Pick Up	W014391-082018	X	Indianola PD request a bike pick up at this location. 8/20/18 Gray and Green Huffy bicycle sitting on the side of the business All Plan Insurance. 8/22/18 JE and KM pu bike		Closed
1101 E 2nd Ave	Caseys East	Bicycle Pick Up	W014386-081918	X	Indianola PD request a bike pick up at this location. 8/20/18 2 kids bicycles: one pink/white, one black; per 128 they are right by Casey's and the electrical box. 8/22/18 JE and KM pu bike		Closed
1508 W 3rd Ave		Bicycle Pick Up	W014370-081518	X	Indianola PD request a bike pick up at this location. 8/20/18Black old style bicycle with white handles, orange and white markings, Sears written on frame of bike. Bicycle will be sitting by garage. 8/22/18 JE and KM pu bike		Closed
605 N J Street	Stewart, Bobby M/Monty W	Junk debris, Tall Weeds			8/01/18 Trash in yard reported to be entering neighbors yard, not mowing and debris- 8/7/18 RP visited. Send notice 515-770-7768 Reagine Moore please follow up with progress report. RP visited 8/17 property abated in compliance - close per RP		Closed
303 W 17th Street		Not mowing and debris being carried out of a shed all over the yard.	W014068-071518		7/02/18 RP to visit. 7/03/18- RP visited. No violation. Will follow up in 2 weeks 7/30 RP visited. Took pic. Abate notice sent 8/01/18 check back 8/9/18 8/7/18 RP visited. Notice was returned both certified and regular mail. Will have police hand deliver by 8/13/18 8/07/18 803 S 1st St is the forwarding address on the notice- will send the mail directly to that address as well this week prior to giving to police for delivery 8/08/18 Tenant called in office. Spoke with Kristin. Stated that there is a no conact order between him and the current tenant. Stated he would speak to his attorney about how to approach the clean up situation with the current tenant. RP visited 8/20/18. site has been abated and is within complaince. Close per RP		Closed
209 N D Street	Richard Krumme (Tenant is son)	Yard Maintenance. Tall Weeds	W014265-072418	X	Not mowing and debris being carried out of a shed all over the yard. 7/31 Rich visited. Took pics. Notice to abate on 8/01/18 will check back within 7 days for grass and debris 8/7/18 RP visited. Owners have abated nuisance. Per RP close		CLOSED

[Complaints Rcv'd Since 01/2018](#) 120

[Complaints in Progress](#) 15

[Complaints Closed This Week](#) 12

[Currently on Abate Notice](#) 6

[Properties Abated This Week](#) 2

Diana Bowlin

From: Ryan Waller
Sent: Friday, September 07, 2018 2:17 PM
To: All Department Heads
Cc: Amy Beattie
Subject: FW: Waller's Weekly 9.7.18
Attachments: 20180907115451045.pdf; Property Maintenance Update 090718.pdf; Draft October 1, 2018 Agenda.docx; Draft September 17, 2018 Agenda.docx

Hi, all.

Below/attached, please find information for this week's update email. Please let me know if there are items you'd like to be included in the future or if you have any questions. As always, please feel free to share with your respective staff members.

Have a great weekend!

Go Hawks!

Ryan

From: Ryan Waller
Sent: Friday, September 7, 2018 2:10 PM
Subject: Waller's Weekly 9.7.18

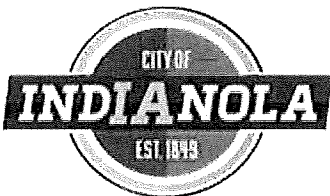
Good afternoon, all.

I hope this email finds everyone well, warm and dry. Below and attached, please find several items that are being provided for your information. As always, if there are any questions on the information contained, please feel free to contact me.

Have a great weekend!

Go Hawks!

Ryan



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

League of Cities Meeting – On September 5th, HR Green representatives, Rick Graves and myself met with League of Cities staff to discuss opportunities to assist the City as we work with the DNR on obtaining approval of the City's facility plan for the proposed Wastewater Treatment Plant. It was a positive and productive meeting during which the League committed to assisting

the City in a variety of ways. We will be following up with League staff in a few weeks to begin any necessary work. We will report back accordingly.

WWTP Public Hearing Notice – Next week, HR Green Representatives, the City Attorney and I will be attending the public hearing to present the City's Special Use Permit application for our WWTP. A copy of the public hearing notice was provided in last week's email and may be found at <http://indianolaiaowa.gov/767/Wallers-Weekly-Update>.

Jail/Courthouse Design Meeting - As previously reported, a committee comprised of chamber members and area residents was formed to provide feedback to the architects working on the design of the jail/courthouse. A meeting of this group took place on September 5th. The feedback provided by the members of the committee was a desire for the building to incorporate more designs in keeping with the architecture of the buildings around the Square. Another meeting is anticipated for October.

Correspondence - As elected officials you may receive correspondence from other entities, such as: the State of Iowa, Iowa Division of Transportation, the Federal Emergency Management Agency (FEMA), the US Census Bureau, to name a few. Often times this correspondence is meant to provide instructions to the City in order to comply with various requirements or transmit invoices and/or other important business related documents. While City Staff is often copied on these communications (which we then process accordingly), there may be times when we do not receive a carbon copy. Accordingly, it is requested that if you receive these types of correspondence that you please let me know so we can route and respond accordingly. Thank you for your cooperation!

School Resource Officer Meeting - I have previously reported that Chief Button and myself have had a few meetings with Art Sathoff and a few parents interested in exploring the possibility of a School Resource Officer. The most recent meeting took place earlier this week during which we reviewed 1. current public safety involvement and trainings with the School District, 2. the City's public safety staffing studies and 3. the City's and School District budget process. We noted that we would explore the possibility of scheduling a joint meeting with the School Board and City Council to be bringing forward this topic for discussion/consideration as we enter the upcoming budget process.

Fire Alarm Testing – Please be advised that safety crews will be conducting testing of the City Hall/Public Safety building fire alarm system on September 24th and 25th.

Square Assessment – Thank to those who have responded so far. If you have not, 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

BEAT



STATE

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.

Building Assessment – Later this afternoon I will be meeting with the consultant that has been performing the building assessment of the City Hall/Public Safety building. The purpose of this meeting is to receive an update on the status of the assessment and anticipated schedule for City Council presentation. More details will be provided in next week's update email.

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

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

Construction Project Updates

	Name	Address	Contractor	Construction	Value	Status
1	CIO Properties, LC	302 East Scenic Valley Avenue	Downing Construction	Orthodontic Clinic	\$600,583	Finalized 6/20/18 Temp C.O. Issued Grade, sod landscaping by 9/01/18- 8/24 final grade done sod around building only No progress week of 090318 weather
2	Indianola Community Schools	1301 East 2nd Avenue	DDVI	Administration Building	\$1,544,000	Roof & Wall Panels on, interior insulation in progress 80%, Setting window 50% Finishing mechanical 90% above ceiling, Interior exterior openings for windows and doors in place
3	IMU	1300 East Iowa Avenue	Downing Construction	Line Shop	\$650,000	Interior exterior openings for windows and doors in place and boarded. Walls in roof with trim done. Overhead trim and door openings framed. One interior wall in place
4	IMU	110 South B Street	DDVI	Fiber Shop Alteration	\$476,700	Interior work is continuing with finishes. Exterior is sub-shedding in place.
5	St. Thomas Catholic Church	210 R-63 Hwy.	Ball Team	Church Addition	\$1,672,670	North Building failed temp CO. Temp doors and exterior doors are in place. Interior wall finish is 100% above ceiling is ready for inspection. Classroom doors and floor finish is 0%
6	Des Moines Metro Opera	106 West Boston Avenue	Breiholz Construction	Addition/Alteration	\$3,300,000	North addition structural framing is in place and roof framing is 95% Interior finished walls being prepped at 880%. No site work being done.
7	Dowie Construction	401 E Euclid Ave	Dowie Construction	Contractor Shop	\$220,000 per development agreement	Roof on-exterior wrapped-Entry door installed 9/07/18 No change - due to weather
8	Cambron & Thacker Const	1400 E Iowa	Cambron & Thacker Co	Warehouse Extension	\$ 162,568.00	Building frame walls and roof are in. Openings are trimmed and interior insulation is at 100% and interior floor slab is at 10%

INDIANOLA Property Maintenance Record For 2018

<u>Property Address</u>	<u>Owners</u>	<u>Issue</u>	<u>QA</u>		<u>Current Action</u>	<u>LEGAL</u>	<u>Deadline</u>
509 W Boston Ave	Churchill, Kris	Dangerous Tree			8/02/18 - visited site RP- left door knocker for owner. If no response, notice will be sent 8/7/18 RP visited. Spoke to owner. Will have branch removed by alley by 8/13		08/15/18
1106 North Buxton Street	Twyla Wilkinson	Tree Maintenance	W013149-120517		12/2017 - Oxford Tree Service assessed the tree for danger. Rich Oxford verbally stated the tree does not appear to be dangerous. Will review this spring to confirm.12/05/2017 - Chuck and Rich visited site (separately) and took photos. Will request Oxford Tree Service look at tree and give opinion as to whether it is dangerous. 6/11/18 - Sent Oxford Tree Service opinion on tree to Jason Etnyre to make decision. Jason said he would work with Oxford to get tree removed if necessary. HOLD 7/03/18 RP visited. will check tree in 2 weeks. Extension given due to storm in city. Follow up mid July RP visited site. Wil chedk again on 9/01/18		09/01/18
410 W Ashland	Scott Judy Johnston	Chickens			Received call 08/27/18 regarding chickens in yard. Received email from Mayor regarding chickens 08/28/18. 8/29/18 Kevin to check residence. Door knocker left. Resident called office 09/04/18 stating that we should worry about the meth homes and not his chickens. Refused to comply. Will send inspector out 09/05/18 to discuss with owner. 09/07/18 sent requeust to have DC visit home to speak with owner	LETTER	09/07/18
1906 N 9th Street	Steven Darr	Tall Weeds			Previous abate expired on 8/09/18. Follow up to see if in complaince or abate	HABITUAL	09/07/18
601 West Salem Ave	Scott Edward, Judy Johnston	Tall Weeds			Previously abated property. 8/31/18 - Kevin visited site, took pics, left knocker. Recheck 09/7	HABITUAL	09/07/18
605 West Salem Ave	Lori hayden Fusco	Tall Weeds			Previously abated property. 8/31/18 - Kevin visited site, took pics, left knocker. Recheck 09/7 Abate. Previous abate expired on 5/30/18 improvments were made however they continue due to this being a rental property. Send abate letter about grass and tall weeds 09/07/18	HABITUAL LETTER	09/07/18
Meadow Brook	Larry Hughes Rev. Living Trust	Tall Weeds			off N K and 13th Street Previous abate notice sent 7/30/18. Please recheck this property	HABITUAL	09/07/18
306 South 4th Street	Brett Stern	Tall weeds - lack of general property maintenance			Door hanger left 09/04/18. recheck property so an abate ltr can be sent 09/07 if needed		09/07/18
808 W Salem Ave	Monique Booker	Tall Weeds	W014398-082218		Recvd call from neighbor regarding lawn not being mowed and home in process of being sold. Adv need to abate immediately. Advised I would put on the list for an inspector to look at . 8/31/18 Kevin contacted mortgage provider listed on abandoned building notice. 9/04 kevin spoke with lender, they denied that was a property of theirs. 09/06/18 Ryan contacted realtor that sign has been seen in the yard previously. Misty Soldwisch, she responded that the owner is still the same person we contacted via mail. advised to abate property and bill	ABATE in Process	09/10/18
1011 North C Street	Jacob Hines	Tree maintenance			Tree in back yard covers neighbors properties, is very old and not trimmed. Complains it is dangerous 7/30 RP visited. Took pics. Sent notice 8/01/18 for dangerous tree. Will check back on 8/16. 8/31/18 Per kevin - tree removed laying in the yard and pics were taken. 9/04/18 owner called office to say that he has removed the tree branch and is upset that someone would complain about his property. He proceeded to make complaints for street dept. Concerns were relayed to Jason and Kevin per street dept. Return to site to confirm property in compliance		09/10/18

903 E 2nd Ave	Fuller, Nancy James Hildreth	Abandoned vehicle			8/02/18-license plate on RV are not current. Abandoned RV - Police will run the plates . 8/7/18 RP visited. Send notice 8/31/18 Kevin visited. Car still sitting. Send abate notice. Cannot find previous		09/10/18
809 South O Street	Jeremy Heather Sharp	Sidwalk needs repaired			I have received this complaint below: Hello, there is sidewalk on our block that needs repair, my children have gotten hurt riding a scooter over it. The block of sidewalk is 2 inches higher than the block it's connected to creating a large curb. The sidewalk in need of repair is located on 809 W 5th St behind the mailbox. 8/20/18 KB visited site. It appears that one dip has been patched with sub concrete and another was also found that will be reported to streets JE. 8/31/18 Jeremy/prpperty owner called in 515-250-4205 stating that he plans to patch the sidewalk as of 09/10/18	JASON	09/10/18
2100 West Euclid Ave	Sindric, Richard	Junk Vehicle and yard maintenance			Complaint brought from previously abated property. Re checked for compliance by RP on 7/31/18- vehcile on property. Abate notice sent 8/01/18 Checked on property 8/30/18 Kevin- weeds still around house, no vehicle found. pics taken. Recheck grass and weeds 09/07/18- weeds overgrown and no change since pics taken 8/31 Abate	ABATE in Process	09/10/18
West Iowa Ave/Kenwood	Lamar Koethe	Tall Weeds			RP visit 7/31 reports on 8/20 this was completed.Follow up, continue to receive complaints 8/31/18 Kevin visited site. Pics taken. Still not being maintained. Notice sent on this property 08/01/2018 as well as previously 7/24/18. Not complying. ABATE	ABATE in Process	09/10/18
1109 N Howard Street	Christpher Smith	Tall Weeds in backyard		X	Not mowing and tall weeds over 6 feet high. 8/31/18 grass is tall but not over 6ft in front yard. Back of yard, very tall. Photos taken 9/05/18. Door knocker left krb. Abate letter sent.	ABATE in Process	09/10/18
2110 West 2nd Ave	Birach Broadcasting Albino	Not mowing			Please visit take pics and notify Albino that the property door hanger left last week. Abate Property . Previous notices sent for this property. Expired 09/01/18. New complaint call received 09/04/18. still not mowing. 09/07/18 confirmed not mowing. Abate	ABATE in Process	09/10/18
209 N D Street	Richard Krumme	Tall Weeds and junk in yard			8/31/18 Kevin visited site. Not mowing however grass not exceeding code length. Recheck next week.		09/10/18
1101 N L Street	Goldfinch	Tall weeds not mowing			Culdasac. Pics from prev in packet 8/31/18 Kevin visited site. Not being mowed. Notice of abatment for Goldfinch sent previously on 7/24/2018. Has already paid for previous abatement of this property from June. Was paid within a week. Property owners out of state (company) ABATE	ABATE in Process	09/10/18
505 W Jackson	Dave Grissom	Tree			Kevin visited 8/31/18 took pics not trimed and dead, no leaves on any branches. Call is in to Oxford to abate	OXFORD	09/10/18
1001 N C Street	Jacob Hines	Tree			Tree in left corner of back yard - OXFORD to CUT DOWN - send letter 515-201-3958	OXFORD	09/10/18
Iowa & N L St	TF 13	Tall weeds limited visibility corner			8/30/18 Kevin visited site pics taken. No residence on property to leave door hanger. Abate letters sent previously with city abating property each time. Abate Property	ABATE in Process	09/10/18
1102 E Euclid Ave	Stnaley Taylor 515-961-4043	Tree Branch Hanging			Street dept noticed tree branch hanging in yard since Monday. Door knocker left to notify tenant if unknown 8/31/18 Kevin - 09/04/18 tenant contacted CD office spoke with KRB. Stated that his tree branch was removed. He was upset we left a knocker and reported that he has some complaints that he would like to have heard regarding signs on the streets etc. Took down info and reported to Street dept. Check property to confirm in complaince		09/10/18
102 Orchard	RM Madden Construction Inc	Tall Weeds			8/31/18 Kevin visited site pics taken. Door knocker left 9/04/18 Builder called office. Weather related excuses involving rain this weekend (soft muddy ground), however no explanation as to why it has not been done for weeks prior to the notice. Follow up 09/10/18		09/10/18

207 N F Street	James Sturman, Kristin Nevera	Junk in yard and car - Tall Weeds			Cllder states junk in the yard - Jungle in the back yard along with junk cars. Door hanger left, photos taken of yard and vehicles by JE KM - Sent photos of vehicles to PD. 8/22 owner called in, stating he leaves yard and vehciles this way on purpose so the neighbors complain... Referred to JE visited took photos. left door hanger. 8/31/18 Kevin Yard is mowed, car is still in the same place, butter still hanging off home. Abate notice sent 09/07/18		09/14/18
506 N Kenwood	Joseph and Carolee Walles	Tall Weeds			8/28/18 Received complaint call. Please visit and take pics of any violations 8/31/18 Kevin visted site. Pics taken. Door hanger left. Siding repair is needed. Deck repair needed. They are not mowing and grass overgrown. Send abate letter 9/7/18 and check up on 09/14/18		09/14/18
1214 N 7th Street	Mary Jean Furler	Tall Weeds			8/30/18 Kevin visited site pics taken. Door knocker left - 09/07/18 no word from owner. Send abate letter		09/14/18
1216 N 7th Street	Jeremiah Kruckenberg	Tall Weeds			8/30/18 Kevin visited site pics taken. Door knocker left 09/07/18 no word from owner. Send abate letter		09/14/18
208 S 4th Street	Karla Gilsalazar	Tall Weeds			8/30/18 Kevin visited site pics taken. Door knocker left 09/07/18 no word from owner. Send abate letter		09/14/18
607 W Salem	Keith Houghton	Tall Weeds			8/31/18 Kevin visited site. Left door knocker. 9/07/18 no response from tenant. Send abate letter 09/7/18	LETTER	09/14/18
206 W Jackson	James George and Laura Edwards-George	Tall Weeds & Chickens			8/31/18 Kevin visited site. Chickens and tall grass. Door knocker left. 9/07/18 havent heard from owner. Abate letter sent 9/10/18	LETTER	09/14/18

1007 N D Street	Rebel Snodgrass	Trees, Brush Yard Maintenance			Follow up to insure compliance. 8/31/18 complete per Kevin		Closed
1009 E Salem Ave	Carrie Putney	Garbage - Junk Debris	W014375-081618	X	Rcvd email from angela.christiansen@aol.com concerning trash sitting at corner for more than a month. Not being removed from curb. 8/16 JE visited site. Spoke with owner. Advised she needs to contact WM and have trash removed asap. Follow up on Monday 8/20/18. rECEIVED AN ADDITIONAL CALL TODAY 8/16 REGARDING PROPERTY. Check that demolition was completed/. 8/31/18 Kevin confirmed completed.		Closed
1209 N 7th Street	Randy Oxford	Junk vehicles with tires in driveway	W013940-061618		6/18/18 - staff to visit / 6/19/18 sent notice to abate -7/19/18 RP visited. Took photos. Send notice to abate 7/20/18 - 7/30 RP noted Mr Oxford complied but later moved the vehicles back once the previous notice expired. Sent additional notice to abate 8/01/18. 8/31/18 Kevin visited. Vehciels gone and tires removed from driveaway - Complete		Complete
702 West Salem	Michael Janel Sturtz	Tree			Picture of previous damage to the trunk in packet. May have been removed. Please confirm completed. Kevin with Street dept visited and found no violations		Complete
601 E Euclid Ave	Kevin/Nancy McKasson	Bike Pickup	W014284-072718		Indianola PD - bike pick up - bike left on back side of her house *(South Side) by fence along 5th Street, red and silver Next Screamer 2. 8/31/18 bike not there per kevin		Closed
1107 E Hillcrest	Laramy Optical	Mowing			This was previously shown by RP as closed. Doing follow up to insure they are continuing maintenance on property. Kevin visited site 8/31/18 completed.		Closed
E Lincoln Ave	John Bascum	Tall Weeds			Received a call from several property owners around this area stating that the weeds and grass are over knee high. Both sides of the road, 4 plexes . 8/21 JE & KM visted site. Stated did not see anything other than a few crab grass weeds that were tall but majority of grass in the yard is not over a few inches. 8/22 KRB contacted owner John Bascum and adv him of the complaint made to be proactive. He stated that he has a hired lawn co. Adv would check back next week. 8/31/18 Kevin Confirmed mowed property. doesn't see any violations. Close		Closed

Scenic Valley Drive	Various	Tall grass			Received complaints on corners of streets of not mowing and tall weeds. Please confirm the area. Have abated in the past 8/31/18 Kevin with Street dept visited and found no violations		Complete
410 E 1st Ave	Benjamin Segrebart				Please confirm abated by Oxford. 8/31/18Kevin with Street dept visited and reported complete		Complete
405 W 18th Street	Kelly Peters	Junk Vehicles			Follow up- Junk vehicels in the driveway previously 5/04/18. Kevin with Street dept visited and found no violations. No vehicle found		Complete
205 N D Street	Mackey, David	Junk Vehicles and Debris			7/31/18 RP visited site. Took pics. Abate letter sent 8/02 8/7/18 RP visitedNo proigress will check back on 8/13 RP 8/17 RP visited. Oxford to abate property. 8/20/18 JE visited site. Tree still on property. Spoke with Oxford. Planning on having the tree removed by this week. In schedule. Check 8/24/18- 8/31 Kevin visited site. Completed.		Closed
Corner of Boston & Howard		Tall Weeds			8/31/18 Kevin with Street dept visited and found no violations		Complete

Complaints Rcv'd Since 01/2018 136

Complaints in Progress 30

Complaints Closed This Week 12

Currently on Abate Notice 12 new 6 in progress

Properties Abated This Week Scheduled 6

Abated Deadline Tracker

Address	Abate Expires on	EXPIRED	ABATED	COMPLETE
405 West 18th Place	5/4/2018			
609 North 1st Street	5/17/2018			
601 West Salem Ave	5/28/2018			
605 West Salem Ave	5/30/2018			
2100 West Euclid Ave	6/15/2018	EXPIRED	SCHEDULED	
309 West 17th Ave	6/18/2018			
1003 West 12th Ave	6/29/2018			
1209 N 7th Stret				
N Kenwood Blvd & W Iowa	7/24/2018	EXPIRED	SCHEDULED	
Lemar Koethe	7/31/2018	EXPIRED	SCHEDULED	
1008 S Jefferson Way	6/26/2018	EXPIRED	SCHEDULED	
209 N D Street	8/9/2018	EXPIRED	SCHEDULED	
808 W Salem Ave	8/9/2018	EXPIRED	SCHEDULED	
303 W 17th Ave	8/9/2018			

ABATE EXPIRED		Follow up - Send out contractors?
405 West 18th Place	5/4/2018	Closed 7/31/18 confirmed Abated 08/31/18
609 North 1st Street	5/17/2018	Closed 7/31/18 confirmed Abated 08/31/18
601 West Salem Ave	5/28/2018	Closed 7/31/18 -08/31/18 visited. Tall grass. Pics taken hanger left. Carried to main list
605 West Salem Ave	5/30/2018	Closed 7/31/18 -08/31/18 visited. Tall grass. Pics taken hanger left. Carried to main list
2100 West Euclid Ave	6/15/2018	OPEN carried to main list abate notice sent 7/31 junk cars 8/31/18 vehicle gone. Grass ok but weeds by home. Recheck 09/07/18
303 W 17th Street	6/18/2018	Closed 7/31/18
1003 West 12th Ave	6/29/2018	Closed 7/31/18

--	--	--

206 N Jefferson Way	Warren Burge	9/1/18			NO CHANGE as of 09/4/18
210 N Jefferson Way	Betty Curtis	9/1/18			NO CHANGE as of 09/4/18
304 N 9th Street	Deena Tonsi	9/1/18			NO CHANGE as of 09/4/18
306 S F Street	Pamela Shuff	9/1/18			NO CHANGE as of 09/4/18
310 E Boston Ave	Andrew Bottorff	9/1/18		Home	NO CHANGE as of 09/4/18
500 E 1st Ave	Kamer Properties	9/1/18			NO CHANGE as of 09/4/18
506 N Kenwood Blvd	Joseph & Carolee Walles	9/1/18			NO CHANGE as of 09/4/18
604 E Ashland Ave	Edward & Vikki Wood	9/1/18			NO CHANGE as of 09/4/18
1009 W 3rd Ave	David & Kay Morey	9/1/18			NO CHANGE as of 09/4/18
1009 E Salem Avenue	Carrie J Putney	9/1/18	YES	Shed	self demolished confirmed 8/29/18
2013 N Jefferson Way	Chad & Summer Liventals	9/1/18			NO CHANGE as of 09/4/18
2110 W 2nd Ave	Birach Broadcasting	9/1/18	CONTRACTED & SCHEDULED	Shed	Shed is boarded. Owner claims as of 08/29/18 self demo scheduled for 09/11
911 N C Street	Jon Backstrom	9/1/18		Home	No siding on home. As of 8/4/18 roughly 10% of home is covered with paint.
401 E 4th Ave	Paul & Bridget Allen	9/1/18	YES	Garage	New building permit applied and approved 8/31/18 — demolished garage
201 E Salem Ave	Lisa Dowson		YES	Garage	New building permit applied and approved 6/26/18
815 W 2nd Ave	Demolished		YES	Home	DEMOLISHED — Demo permit # 92-18 dated 06/27/18 — finalized 08/28/18

<u>Property Address</u>	<u>Owner</u>	<u>Issue</u>	<u>Current Action</u>	<u>NOTES</u>
509 W Boston Ave	Churchill, Kris	Dangerous Tree	Closed 7/31/18 * Confirmed Complete 08/31/18	
705 North W Street	Van Dam	Vacant Lot - Tall weeds	Closed 7/31/18 - Confirmed complete 8/31/18	
Meadow Brooke	Bank Owned	Vacant Lots - Tall weeds	Closed 7/31/18	
Vacant field b/t North I Street and West Euclid	Otter Creek Partners	Vacant field - Tall weeds in ditch area	Currently in progress- being abated. Follow up 8/23/18 Confirmed complete and within ordinance 8/31/18	
510 West 2nd Avenue	Lila Mock	Tall weeds	Abated Confirmed complete and within ordinance 8/31/18	
Fox Run Subdivision	Greg Johansen	Vacant field - Tall weeds	Abated - 8/31/18 Still building around property.	
306 South 4th Street	Brett Stern	Tall weeds - lack of general property maintenance	Abated 08/17/18 8/30/18-not mowed. Brought to main sheet	
Lot 10 Meadow Brooke Plat 2	Larry Hughes	Tall Weeds - Vacant Lot	Abated	
506 N Kenwood Blvd	Joseph Walles	Tall weeds - lack of general property maintenance	Closed 8/28/18 received new complaint call	Taken to main listing due to cont. complaint
808 W Salem St	Monique Booker	Tall Weeds	Closed 08/17/18 New Complaint 8/24/18	Taken to main listing due to cont. complaint
2110 W 2nd Avenue	Birach Broadcasting	Tall Weeds - Vacant property	Closed	Taken to main listing due to cont. complaint

October 1, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- Salaries
- Final consideration for a request from Kacee West to include “athletic training facility” under M-2 (general industrial) zoning regulations as a permitted principal use
- City Manager’s Report
- Final consideration to amend the recycling ordinance
- Public hearing regarding complaints filed on tobacco sales permit violations
- Second consideration of an amendment to the floodplain ordinance

Meeting Date: 09/17/2018

Information

Subject

Consider motion to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/17/2018

Information

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.
