



CITY OF INDIANOLA COUNCIL MEETING

November 5, 2018

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approval of agenda
 - B. **Page 4** October 15, 2018 Minutes
 - C. **Page 9** Final consideration of an ordinance amending Chapter 35.08 (Police Department Departmental Rules)
 - D. **Page 12** Resolution authorizing the purchase of a 2018 Police Ford Utility Vehicle
 - E. **Page 14** Resolution approving professional service agreement with Jakes Lawn & Landscaping for 2018-2019 snow removal at 306 E. Scenic Valley Drive (YMCA)
 - F. **Page 22** Resolution confirming execution and payment under settlement agreement and release with J&K Contracting LLC and Iowa Trenchless LLC
 - G. **Page 30** Resolution approving a one year lease agreement between the City of Indianola, First Baptist Church and Trinity United Presbyterian Church
 - H. **Page 35** Refuse hauling rate increase from Waste Connections and TRM Disposal effective January 1, 2019
 - I. **Page 37** Claims on the computer printout for November 5, 2018
6. Council Reports
7. Mayor's Report - Kelly B. Shaw

- A.** Community Update
- 8.** Public Consideration
 - A.** Old Business
 - 1. Page 54** Development Agreement for the D&D property located at 410 S. Jefferson
 - a. Page 55** Public hearing to approve and authorize the sale of real property for development located at 410 S. Jefferson
 - b. Page 56** Resolution making the final determination on potential sale of interest in real property and approving and authorizing execution of a Development Agreement by and between the City of Indianola and Kenneth McCoy
 - 2. Page 78** Public hearing and first consideration of a request from Tim Phillips to rezone 2508 N. Jefferson Way from A-1 (Agriculture) to C-2 (Highway Commercial) P&Z unanimously recommended approval on October 9, 2018
 - 3. Page 88** Resolution Nunc Pro Tunc correcting and amending a scrivener's error in Resolution 2018-152 approving and authorizing execution of a Development Agreement by and between the City of Indianola and JK Management LLC D/B/A Kappelman Appliance
 - 4. Page 117** Resolution accepting the final plat of Deer Creek 2, all public improvements, four year maintenance bonds for underground utilities and pavement, overflow flowage easement, public sanitary sewer easement, warranty deed and partial release of real estate mortgage
 - 5. Page 142** Resolution authorizing internal loan to fund urban renewal project costs in accordance with the development agreement with the 360 Group in Summercrest Hills Plat 4 and 5
 - 6. Page 146** Consideration of a request from IMU to waive the building permit fee for the Indianola Municipal Utilities Customer Service Center Remodeling
 - 7. Page 149** Resolution amending the City Council Policy
 - * Amends the snow and ice manual
 - B.** New Business
 - 1. Page 173** Resolution approving the 28E Agreement between the Indianola Community Schools District and Indianola Parks and Recreation Department
 - 2. Page 181** Resolution approving salaries
- 9.** Other Business
 - A. Page 183** City Manager's Report - Ryan Waller
 - * Receipt and file correspondence from October 12, 19 and 26 2018
 - B. Page 273** 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.

C. Page 274 Resolution confirming commitments regarding the Waste Water Treatment Plant

D. Page 275 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

10. Adjourn

Meeting Date: 11/05/2018

Subject

October 15, 2018 Minutes

Information

Fiscal Impact

Attachments

Minutes

REGULAR SESSION – OCTOBER 15, 2018

The City Council met in regular session at 6:00 p.m. on October 15, 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, Joe Gezel, Bob Kling, Greg Marchant, John Parker and Greta Southall. Absent: Mayor Kelly B. Shaw.

Item “F” - Public hearing and first consideration of an ordinance to rezone 506 W. 2nd from R-2 (single and two-family residential) to C-2 (Highway Commercial) and suspension of the rules requiring an ordinance be considered at three separate meetings before its adoption was pulled from the consent agenda.

Council member Kling moved to approve the consent agenda as follows, without being read by the Mayor Pro Tem, and Marchant seconded the motion. On roll call the vote was, AYES: Clark, Marchant, Southall, Parker and Kling. NAYS: Gezel. Whereupon the Mayor declared the motion carried.

Approval of agenda

October 1, 2018 Minutes

Applications

- A renewal Class "B" Native Wine Permit for Indianola Glass Creations - 119 N. Buxton
- A renewal Class "C" Beer, Class "B" Native Wine and Sunday Sales Privilege for Casey's - 1101 E. 2nd Avenue
- A renewal Class "B" Beer, Class "B" Native Wine and an Outdoor Area for Pete's Pizza - 118 N. Howard
- A renewal Class "A" Liquor License, Sunday Sales Privilege and Outdoor Area for the Benevolent and Protective Order of Elks - 110 W. Ashland
- A renewal Class "C" Liquor License and Sunday Sales Privilege for Hy Vee Market Cafe - 910 N. Jefferson
- A new Class "E" Liquor License for Hy Vee Gas - 912 N. Jefferson
- A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor and Sunday Sales Privilege for Hy Vee Food Store - 910 N. Jefferson
- A renewal refuse hauling permit for TRM Disposal

Resolution No. 2018-176 fixing a date of meeting, November 5, 2018, at which it is proposed to approve and authorize the sale of real property for development (410 S. Jefferson) the complete resolution may be viewed at the City Clerk's Office

Resolution No. 2018-177 setting a public hearing (November 5, 2018) and first consideration of a request from Tim Phillips to rezone 2508 N. Jefferson Way from A-1 (Agriculture) to C-2 (Highway Commercial) the complete resolution may be viewed at the City Clerk's Office

Second consideration of an ordinance amending Chapter 35.08 (Police Department Departmental Rules)

Final consideration of an ordinance amending the City's floodplain regulation and adoption of ORDINANCE NO. 1603 entitled, “AN ORDINANCE AMENDING CHAPTER 161, FLOOD PLAIN REGULATIONS, INDIANOLA CODE OF ORDINANCES” the ordinance to be effective upon publication

Resolution No. 2018-178 approving and authorizing the write-off of costs for sidewalk repair at

302 W. 2nd Avenue, Indianola, Iowa (the complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2018-179 approving a full release of the development agreement between the City and SHDC, LLC (the complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2018-180 amending the City Council Policy-will amend the Permit Fees for Local Government Entities to include Warren County Habitat for Humanity (the complete resolution may be viewed at the City Clerk's Office)

Approval of the Civil Service Commission list of applicants certified eligible for the position of Fire Training Captain

Change order number four in an amount of (-\$3,435.46) for the Morlock Lift Station and Force Main Improvements

Change order number four in an amount of (-\$29,009.36) for the Morlock Lift Station Downstream Gravity Sewer Improvement Project

Authorize past due sewer of \$3,259.00, recycling of \$477.77 and storm water fees of \$69.77 to be sent to the State Off-Set Program for collection

Prior and final approval applications for urban revitalization designation- the complete list may be viewed at the City Clerk's Office

Claims on the computer printout for October 15, 2018 and the August 2018 receipt report

A public hearing and first consideration of an ordinance to rezone 506 W. 2nd from R-2 (single and two-family residential) to C-2 (Highway Commercial) was held. There were no objections either oral or written. Marchant moved and Kling seconded to suspend the rules requiring an ordinance be considered at three separate meetings before its adoption. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor Pro Tem declared the motion carried unanimously. Parker moved and Southall seconded to adopt ORDINANCE NO. 1604 entitled, "AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165 TO ALLOW A REZONING OF PROPERTY AT 506 WEST 2ND AVENUE FROM R-2 (SINGLE AND TWO-FAMILY RESIDENTIAL) TO C-2 (HIGHWAY COMMERCIAL). On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel, Southall and Parker. NAYS: None. Whereupon the Mayor Pro Tem declared the motion carried unanimously and the ordinance to be effective upon publication.

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

The following Mayor's nominations to the Park and Recreation Commission was approved on a motion by Southall and seconded by Kling. On roll call the vote was, AYES: Parker, Kling, Clark, Marchant, Gezel and Southall. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Kerry Koonce – a term to begin immediately and expire January 1, 2021
Kathy Turnball – a term to begin immediately and expire January 1, 2020

Emmett Konrad, 1505 W. 5th, presented the Hometown Pride Committee report.

Council member Parker moved and Gezel seconded to approve the following resolution entitled, "RESOLUTION APPROVING THE REVISED PRELIMINARY PLAT 3, OUTLOT Z OF AUTUMN

RIDGE PLAT 2” with the following conditions:

- Waiver of the requirement that limits cul-de-sac length to 700 feet, maximum
- Waiver of the requirement that limits the grade of West Lincoln Street to 8%
- Defer the provision of an acceptable erosion control plan until construction drawings approval
- Require signed Record of Lot Tie Agreement and Private Detention Facility Easements including maintenance responsibilities prior to Council approval of the Final Plat
- Include a Recreation Trail Easement in accordance with the Comprehensive Plan and the 2008 Trail Master Plan, to be confirmed by the City Engineer and staff

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

RESOLUTION NO. 2018-181
RESOLUTION APPROVING THE REVISED PRELIMINARY PLAT 3, OUTLOT Z OF
AUTUMN RIDGE PLAT 2

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

The following resolution entitled, “RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS (2018 Traffic Signal Upgrade Project) AND FIXING A DATE FOR HEARING (November 19, 2018) AND TAKING OF BIDS (November 12, 2018)” was approved on a motion by Marchant and seconded by Kling. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2018-182
RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS (2018
Traffic Signal Upgrade Project) AND FIXING A DATE FOR HEARING (November 19, 2018) AND
TAKING OF BIDS (November 12, 2018)

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

Doug Bylund, Park and Recreation Director, presented an ice rink proposal at Pickard Park. The Iowa Wild and Wells Fargo would donate this system to the City of Indianola. It was moved by Kling and seconded by Southall to approve and move forward with this proposal. On roll call the vote was, AYES: Clark, Marchant, Gezel, Southall, Parker and Kling. NAYS: None. Whereupon the Mayor Pro Tem declared the motion carried unanimously.

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

RESOLUTION NO. 2018-183
RESOLUTION APPROVING SALARIES

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

A motion was made by Marchant and seconded by Parker to receive and file correspondence of the weekly updates dated September 28 and October 5, 2018 from Ryan Waller, City Manager, and the following updates – the City Clerk will begin processing the mail for the Mayor and City Council. On roll call the vote was, AYES: Gezel, Southall, Parker, Kling, Clark and Marchant NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

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

Meeting adjourned at 6:50 p.m. on a motion by Parker and seconded by Southall.

Shirley Clark, Mayor Pro Tem

Diana Bowlin, City Clerk

Meeting Date: 11/05/2018

Subject

Final consideration of an ordinance amending Chapter 35.08 (Police Department Departmental Rules)

Information

Council needs to hold the final consideration of staff recommendation (packet) to amend Chapter 35.08 (Police Department Departmental Rules) as follows:

35.08 DEPARTMENTAL RULES. The Police Chief shall establish such rules, not in conflict with the Code of Ordinances, and subject to the approval of the Council as may be necessary for the operation of the department.

Fiscal Impact

Attachments

Ordinance

Memo

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF
INDIANOLA, IOWA, CHAPTER 35,
POLICE DEPARTMENT DEPARTMENTAL RULES**

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the Code of Ordinances to clarify the establishment and enforcement of departmental rules in Chapter 35.

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

Section 1: That Chapter 35 be and is hereby amended by deleting the stricken language in Section 35.08 as follows:

35.08 DEPARTMENTAL RULES. The Police Chief shall establish such rules, not in conflict with the Code of Ordinances, ~~and subject to the approval of the Council~~ as may be necessary for the operation of the department.

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

CITY 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: 8/1/18

Regarding: City Ordinance 35.08 Change Recommendation

Indianola City Ordinance 35.08, Departmental Rules, reads as follows: "The Police Chief shall establish such rules, not in conflict with the Code of Ordinances, *and subject to the approval of the Council*, as may be necessary for the operation of the department."

This ordinance conflicts with City of Indianola Administrative Regulation 1.4 which reads in part: "Department heads may adopt, amend, and rescind departmental administrative policies and procedures not in conflict with these policies and procedures, or the Respective Manager's directives, as necessary for proper departmental administration."

Establishment of departmental rules should fall within the purview of the respective department head who has the knowledge, expertise, and experience necessary to draft said rules. No other City of Indianola department head is subject to the restriction of Council approval when crafting policy and rules. A cursory sampling of other police departments found that Norwalk, Waukee, Des Moines, and West Des Moines are not restricted by Council approval when establishing rules.

I propose that the language of Ordinance 35.08 be changed to: "The Police Chief shall establish such rules, not in conflict with the Code of Ordinances, as may be necessary for the operation of the department." Removal of "and subject to the approval of the Council," clarifies the Police Chief's ability to establish rules and eliminates the conflict between the ordinance and the administrative regulation.

I respectfully request this change be made at Council's earliest opportunity. Thank you for your consideration. Please contact me with any questions or concerns you may have regarding this request.

Respectfully,

Dave Button
Chief of Police

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Meeting Date: 11/05/2018

Subject

Resolution authorizing the purchase of a 2018 Police Ford Utility Vehicle

Information

Bid proposals were solicited and one bid was received for the purchase of a 2018 Police Utility Vehicle. Staff is recommending the bid from Stivers Ford Lincoln (state bid) in an amount of \$28,907.00.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-____
RESOLUTION AUTHORIZING THE PURCHASE OF A
2018 POLICE FORD UTILITY VEHICLE

WHEREAS, the FY 18 budget includes funding to replace a new police vehicle; and

WHEREAS, the Indianola Police Department reviewed the state bid that was awarded to Stivers Ford in Waukee Iowa at a cost of \$28,907; and

WHEREAS, the \$28,907 includes the cost of the vehicle; and

WHEREAS, the Indianola Police Department and Director of Finance are recommending awarding the purchase of the vehicle to Stivers Ford, in Waukee, Iowa at a cost of \$28,907, the budgeted figure was \$29,124; and

NOW, THEREFORE BE IT RESOLVED, by the Indianola City Council that a 2018 Police Ford Utility shall be purchased from Stivers Ford in Waukee, Iowa in the amount of \$28,907 and the Mayor is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents required to purchase the vehicle.

Dated this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 11/05/2018

Subject

Resolution approving professional service agreement with Jakes Lawn & Landscaping for 2018-2019 snow removal at 306 E. Scenic Valley Drive (YMCA)

Information

The Community Development Department sent request for proposals for the Snow Removal Work at the YMCA to eight companies and it was also placed on our web and facebook. In your packet is a resolution and agreement with Jake Lawn & Landscaping to provide the 2018-2019 snow removal at 306 East Scenic Valley Drive (YMCA). The annual contract includes:

- 5 hours for plowing lot and 1.5 hours for the sidewalk clearing = \$492.00 - compared to Mark Putney's bid (quoted 6 hours for clearing the lot with 5 hours for the sidewalk clearing = \$630.00)
- Jakes Lawn & Landscaping's broad range of equipment and quantity of crew available to them makes for a quicker removal of the snow from the lots and sidewalks

Staff recommends (memo) the bid from Jakes Lawn & Landscaping.

Fiscal Impact

Attachments

Memo

Resolution

Agreement

Insurance



— COMMUNITY DEVELOPMENT —

To: Mayor and Council
From: Jason Etnyre, Interim Community Development Director
CC: Ryan Waller, City Manager
Date: 5 November 2018
Re: YMCA Snow Removal Bids

In preparation for the upcoming winter season, we sent out Requests for Proposal notices on October 1, 2018 for Snow Removal Work at the YMCA to the following prospective Contractors:

- Andrew Hart
- Jake's Lawn & Landscaping
- Pat McConnell
- O&S Lawn Care
- Mark Putney
- RM Landscaping
- Vanderpool Construction
- Woosley Landscaping

The deadline for bids to be received was set for October 10, 2018 by 2:00pm. At the stated deadline, we received bids from the following:

- Jake's Lawn & Landscaping
- Mark Putney

Jakes Lawn & Landscaping's bid for snow removal is priced the lowest overall for the following reasons:

- Price vs hours - Jake's Lawn & Landscaping (quoted at 5hrs for plowing lot and 1.5hrs for the sidewalk clearing= \$492.50) compared to Mark Putney's bid (quoted 6 hours for clearing the lot with 5 hours for the sidewalk clearing = \$ 630)
- Jakes Lawn & Landscaping's broad range of equipment and quantity of crew available to them, makes for a quicker removal of the snow form the lots and sidewalks

Upon reviewing the bids from Mark Putney and Jakes Lawn & Landscaping, we recommend awarding the bid to Jake's Lawn & Landscaping.

RESOLUTION NO. 2018-____

**RESOLUTION APPROVING A PROFESSIONAL SERVICES
AGREEMENT WITH JAKES LAWN & LANDSCAPING FOR 2016-2017
SNOW REMOVAL AT 306 E. SCENIC VALLEY DRIVE (YMCA)**

WHEREAS, the City Indianola, Iowa, is in need of engaging a company to provide snow removal services for the City (hereinafter referred to as “Services”) for the 2018-2019 season at 306 E. Scenic Valley Drive (YMCA); and

WHEREAS, the City of Indianola, Iowa, has solicited proposals for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage Jakes Lawn & Landscaping, Indianola Iowa to perform the Services; and

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement with Jakes Lawn & Landscaping in the form attached as Exhibit “A”.

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

1. The Professional Services Agreement with Jakes Lawn & Landscaping for the Services is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Professional Services Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 5thth day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 5th day of November, 2018, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **Jakes Lawn & Landscaping**, hereinafter referred to as "SERVICE PROVIDER."

WHEREAS, the CITY is in need of snow removal at 306 E. Scenic Valley Drive for 2018-2019 season, hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

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

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

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

1. SERVICE PROVIDER shall indemnify and save harmless CITY, its agents, servants and employees from and against any claim, demand or cause of action arising out of negligent or intentional act or error or omission of SERVICE PROVIDER, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that SERVICE PROVIDER shall not be liable under this section for damages arising out

of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or any of its officers, agents or employees.

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

2. SERVICE PROVIDER shall not commence operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY. Minimum insurance coverage shall be required as set forth in Exhibit "A."

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

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

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

"CITY":

CITY OF INDIANOLA

By: _____
Kelly B. Shaw, Mayor

Attest: _____
Diana Bowlin, City Clerk

"SERVICE PROVIDER":

By: _____
Name: _____
Title: _____

ATTACHMENT B

STANDARD INSURANCE REQUIREMENTS

1. GENERAL

The SERVICE PROVIDER shall protect itself and the CITY OF INDIANOLA throughout the duration of the Agreement by purchasing and maintaining insurance, as indicated below. Said insurance shall be provided by an insurance company(ies), “admitted” and “nonadmitted” to do business in the State of Iowa, having no less than an A. M. Best Rating of “B+.” All policies shall be written on a per occurrence basis, not a claims-made basis. SERVICE PROVIDER shall submit Certificates of Insurance or other evidence of coverage, as provided in paragraph 2.F below, confirming coverage prior to the Agreement execution or commencement of work and/or services included in this Agreement.

2. INSURANCE REQUIREMENTS

A. WORKER’S COMPENSATION & EMPLOYER’S LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Worker’s Compensation Insurance, including *Employer’s Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions “a” through “o” or any subsequent ISO equivalent or a non-ISO equivalent form).

C. AUTOMOBILE LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined

single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- D. UMBRELLA/EXCESS INSURANCE: The General Liability and Automobile Liability Insurance requirements above may be satisfied with a combination of primary and Umbrella/Excess Insurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.
- E. SUBCONTRACTORS: The SERVICE PROVIDER shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of the Party. The option of self-insurance is not extended to subcontractors.
- F. PROOF OF INSURANCE: The SERVICE PROVIDER shall provide to the CITY OF INDIANOLA proof that all required insurance or coverage is in force by submitting to the CITY OF INDIANOLA a Certificate(s) of Insurance utilizing the latest version of the ACORD form. The form(s) of proof of insurance or coverage shall specify the title of the Agreement.

3. WAIVER OF SUBROGATION

- A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, SERVICE PROVIDER hereby releases the CITY OF INDIANOLA including its elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the SERVICE PROVIDER or anyone claiming through or under the SERVICE PROVIDER by way of subrogation or otherwise, for any loss for which the SERVICE PROVIDER has agreed to defend, indemnify and hold harmless the CITY OF INDIANOLA as provided in the Agreement to which this Attachment A is included and made part thereof. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The SERVICE PROVIDER policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the SERVICE PROVIDER to recover thereunder.

Meeting Date: 11/05/2018

Subject

Resolution confirming execution and payment under settlement agreement and release with J&K Contracting LLC and Iowa Trenchless LLC

Information

The resolution (packet) states the settlement reached with J&K Contracting, LLC and Iowa Trenchless, LLC as set out in the Settlement Agreement and Release (packet) is hereby confirmed. The staff is authorized to make payment in accordance with said Settlement Agreement and Release.

Fiscal Impact

Attachments

Resolution

Settlement & Release Agreement

RESOLUTION NO. 2018-_____

**RESOLUTION CONFIRMING EXECUTION AND PAYMENT UNDER
SETTLEMENT AGREEMENT AND RELEASE WITH J & K
CONTRACTING, LLC AND IOWA TRENCHLESS, LLC**

WHEREAS, the City Council of the City Indianola, Iowa, previously has been advised of a proposed settlement with J & K Contracting, LLC and Iowa Trenchless, LLC; and

WHEREAS, after review of the settlement and with the authorization previously given concerning the settlement, the attached Settlement Agreement and Release was executed on behalf of the City by the City Manager; and

WHEREAS, the City Council desires to authorize payment in accordance with said Settlement Agreement and Release.

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

1. The settlement reached with J & K Contracting, LLC and Iowa Trenchless, LLC as set out in the Settlement Agreement and Release is hereby confirmed.
2. The City staff is authorized to make payment in accordance with said Settlement Agreement and Release.

PASSED this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release is entered into on the 24th day of October, 2018 by and between the City of Indianola (hereinafter "**Indianola**") and J & K Contracting, LLC, (hereinafter "**J & K**") and Iowa Trenchless, LLC (hereinafter **Iowa Trenchless**").

WHEREAS, J & K was the successful bidder on a contract for work to be performed for Indianola on the Morlock Lift Station Downstream Gravity Sewer Improvements; and

WHEREAS, Iowa Trenchless entered into a Subcontractor Agreement with J & K to perform certain work on the project; and

WHEREAS, a dispute arose as to additional costs requested by Iowa Trenchless and the performance of its work, as reflected in the attached letter, Exhibit "A" hereto; and

WHEREAS, there has been a dispute concerning said amounts and whether said amounts are due and owing; and

WHEREAS, the parties have agreed to resolve the matter and in satisfaction of all parties and to settle any disagreement without the cost and expense of litigation.

IT IS THEREFORE AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. The City of Indianola shall pay to J & K for the benefit of Iowa Trenchless the sum of Fifty Thousand and no/100 Dollars (\$50,000.00)(the "Settlement Amount") as full and final payment of all amounts due and owing to J & K or Iowa Trenchless and arising out of certain work performed by Iowa Trenchless on the Morlock Lift Station Downstream Gravity Sewer Improvements as set forth in Exhibit "A".

2. Under the terms of the payment of the Settlement Amount, Iowa Trenchless hereby releases H. R. Green, J & K and the City of Indianola from any and all claims, causes of action and damages of any kind arising out of any work done on the Morlock Lift Station Downstream Gravity Sewer Improvements up to the date of this Agreement.

3. That payment of the total amount is all that would be paid by any party regarding this matter and that payment of such amounts are not an admission of liability or are to be in any way construed as an admission of liability and liability for such payments are expressly denied by the party and the parties released.

4. That all parties shall bear the costs of their own attorney's fees.

5. That said agreement is subject to the approval of the City Council of the City of Indianola.

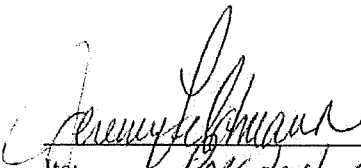
6. That all parties have consulted with their counsel in this matter and no parties are relying on the statements and/or any such statements of any parties and all parties expressly agree that they are not relying on any such representations.

This Agreement is executed upon the date aforementioned by the parties.

CITY OF INDIANOLA

By: _____
Its: _____

J & K CONTRACTING, LLC.

By: 
Its: President J&K



IOWA TRENCHLESS, LLC

By: Jason M
Its: Project Engineer

Meeting Date: 11/05/2018

Subject

Resolution approving a one year lease agreement between the City of Indianola, First Baptist Church and Trinity United Presbyterian Church

Information

You have the revised agreement from each church. The agreement is the same as last years. It is a good arrangement for the city (commuter parking) and church (no maintenance cost). The agreement includes:

- One year agreement (last one was for one year)
- City to provide churches and barricades to reserve parking when necessary
- Painting parking lines specifically designated

In addition to the above the city will encourage commuters to park on the south side of the lot to allow easier church access.

Fiscal Impact

Attachments

Resolution
Agreement

RESOLUTION NO. 2018-____
RESOLUTION APPROVING LEASE AGREEMENT FOR PARKING WITH
THE FIRST BAPTIST CHURCH OF INDIANOLA, IOWA AND THE TRINITY
UNITED PRESBYTERIAN CHURCH OF INDIANOLA, IOWA

WHEREAS, the City of Indianola, Iowa has leased a parking area from the First Baptist Church of Indianola, Iowa and the Trinity United Presbyterian Church of Indianola, Iowa since June 23, 1969; and

WHEREAS, the parties desire to negate the obligations and provisions of the prior lease and enter into a new Lease in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Indianola, Iowa believes it is in the best interest of the City to enter into the new Lease.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Lease in the form attached as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the Mayor and City Clerk are directed to execute the Lease.

Dated this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

LEASE

THIS LEASE entered into this 5th day of November, 2018, between the First Baptist Church of Indianola, Iowa, and the Trinity United Presbyterian Church of Indianola, Iowa hereinafter called Lessors, in consideration of the agreements herein continued on the part of the City of Indianola, Iowa hereinafter called the Lessee, hereby leases to said Lessee from the 22nd day of November, 2018 to the 22nd day of November 2019 the following described real estate situate in Indianola, Warren County, Iowa the following premises owned by the First Baptist Church of Indianola, Iowa, to wit:

Lots One (1), Two (2), Three (3), Twenty-four (24), and the East Ten (10) feet
Of Lot Four (4), Block Twenty-one-(21), Original Town Plat of Indianola, Iowa,
All in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section
Twenty-five (25), Township Seventy-six (76) North, Range Twenty-four (24),
West of the Fifth P.M., Iowa,

And the following property, owned by Trinity United Presbyterian Church, Indianola, Iowa, to wit:

West 20 feet of Lot Four (4), all of Lot Five (5), and the East 20.8 feet of Lot Six (6),
Block Twenty-one (21), Original Town Plat of Indianola, all in the Southeast Quarter
Of the Northwest Quarter (SE ¼ NW ¼) of Section Twenty-five (25), Township
Township Seventy-six (76) North, Range Twenty-four (24), West of the Fifth P.M., Iowa

Lessee, in consideration of said leasing agrees: To maintain the present parking lot upon said premises in accordance with the policy of the City of Indianola on maintaining parking lots and alleys adopted by the City Council on August 1, 1977. It is understood that maintenance shall include snow removal, dust and litter control and painting of parking lines. Lessee agrees to enforce all applicable City Ordinances which pertain to city-owned parking lots. In addition, the City shall provide two barricades for use by both entities.

The use of said premises shall be a public parking lot for the City of Indianola, Iowa, subject to the Lessors' right to use and enjoy said premises for each of the Lessor's respective needs for their congregations and/or large gatherings of people, including Sunday's church services, which right the Lessors hereby reserve.

Lessor shall not be liable for any loss or damage to property caused by any sources whatever nor shall the Lessor be liable for any damage or injury to persons or property occurring or arising on said premises from any cause whatever during the term of this Lease. Lessor agrees to save Lessee harmless from any suit or claim and to defend any suit or claim arising in connection with the use or occupancy of real estate as described above.

When fully executed, this Lease shall take precedence over and shall in effect negate the obligations and provisions of a prior lease describing the same parcel between the same parties dated the 23rd day of June, 1969.

Dated at Indianola, Iowa this 5th day of November, 2018.

LESSORS:

FIRST BAPTIST CHURCH OF INDIANOLA, IOWA

By: _____

TRINITY UNITED PRESBYTERIAN CHURCH OF INDIANOLA, IOWA

By: _____

LESSEES:

CITY OF INDIANOLA, IOWA

By: _____
Kelly B. Shaw, Mayor

By: _____
Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the Trustee of the First Baptist Church of Indianola, Iowa, respectively, who executed the within and foregoing instrument to which this is attached, and that said instrument was signed and sealed on behalf of said First Baptist Church of Indianola, Iowa, by authority of the First Baptist Church of Indianola, Iowa, that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the First Baptist Church of Indianola, Iowa, and by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the Trustee of the Trinity United Presbyterian Church of Indianola, Iowa, respectively, who executed the within and foregoing instrument to which this is attached, and that said instrument was signed and sealed on behalf of said Trinity United Presbyterian Church of Indianola, Iowa, by authority of the Trinity United Presbyterian Church of Indianola, Iowa, that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the Trinity United Presbyterian Church of Indianola, Iowa, and by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Meeting Date: 11/05/2018

Subject

Refuse hauling rate increase from Waste Connections and TRM Disposal effective January 1, 2019

Information

Each September Diana Bowlin contacts refuse haulers to re-affirm the October 13 deadline to request a rate increase (per our ordinance) for calendar year beginning January 1. We received the following requests for a rate increase which are the maximum the company can charge to the City of Indianola residents.

Waste Connections of Iowa - last increase was January 1, 2017

Service	Old Rate	New Rate
Curbside with 65 gallon cart	\$18.35	\$18.90
Curbside with 90 gallon cart	\$21.17	\$21.80
Curbside with two 90 gallon carts	\$32.70	\$33.68

TRM Disposal - last increase was January 1, 2018

Service	Rate	Senior Rate
35 gallon toter - curb	\$14.90	\$15.40
95 gallon toter - curb	\$17.90	\$18.50
35 gallon toter - house	\$18.20	\$18.80
95 gallon toter - house	\$21.20	\$21.90
35 gallon toter - curb - senior	\$13.90	\$14.40
35 gallon toter - house - senior	\$15.90	\$16.40
95 gallon toter - curb - senior	\$17.20	\$17.80
95 gallon toter - house - senior	\$19.20	\$19.80

Wiegert Disposal - last increase was January 1, 2011 - no change in rates for 2019

Service	Rate
32 gallon toter	\$16.00
68 gallon toter	\$18.00
96 gallon toter	\$23.00
Bulky items	\$10.00 - does not include white goods
Extra toter	\$5.00
Extra weekly	\$5.00/container/bag

Waste Management - last increase was January 1, 2016 - no change in rates for 2019

Service	Rate
35 gallon toter	\$16.00
65 gallon toter	\$18.00
96 gallon toter	\$19.50
1-30 gallon can	\$16.50

2-30 gallon cans	\$18.50
3-30 gallon cans	\$20.00
Bulky item - one free/week-excludes white goods	
Extra weekly	\$5.50 cubic yd

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 11/05/2018

Subject

Claims on the computer printout for November 5, 2018

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A-CHECK GLOBAL				
A-CHECK GLOBAL	BACKGROUND CHECKS	09/28/2018	69.00	PARK & RECREATI
A-CHECK GLOBAL	BACKGROUND CHECKS	09/28/2018	73.00	LIBRARY FUND
Total A-CHECK GLOBAL:			142.00	
AGRILAND FS INC				
AGRILAND FS INC	PROPANE	10/06/2018	115.00	PARK & RECREATI
Total AGRILAND FS INC:			115.00	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	URBAN RENEWAL GENERAL	09/27/2018	826.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			826.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	CITY HALL BOILER REPAIR	10/12/2018	1,126.65	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			1,126.65	
AIRGAS USA LLC				
AIRGAS USA LLC	OXYGEN - WELDING	09/30/2018	6.70	FIRE FUND
Total AIRGAS USA LLC:			6.70	
ALLSUP, PAT				
ALLSUP, PAT	TRAINING/MILEAGE	10/18/2018	53.41	POLICE FUND
Total ALLSUP, PAT:			53.41	
AUBERT'S TOWING				
AUBERT'S TOWING	TOWING - ABANDONED	10/05/2018	140.00	POLICE FUND
AUBERT'S TOWING	TOWING - ABANDONED	09/17/2018	165.00	POLICE FUND
Total AUBERT'S TOWING:			305.00	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	INVESTMENT/CUSTODY FEE	10/11/2018	4,964.82	GENERAL FUND
Total BANKERS TRUST COMPANY:			4,964.82	
BELIEU CONCRETE				
BELIEU CONCRETE	SIDEWALK REPLACEMENT @ MCCORD	10/22/2018	9,324.00	PARK & RECREATI
Total BELIEU CONCRETE:			9,324.00	
BENDON INDIANOLA MECHANICAL LLC				
BENDON INDIANOLA MECHANICAL	REPAIR PIPE - BOILER	09/28/2018	768.45	GENERAL FUND
Total BENDON INDIANOLA MECHANICAL LLC:			768.45	
BERKEY, CARTER				
BERKEY, CARTER	FLAG FOOTBALL	10/16/2018	36.00	PARK & RECREATI
Total BERKEY, CARTER:			36.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	FALL ASB TOURNAMENT TROPHIES	10/12/2018	85.50	PARK & RECREATI
Total BOB'S CUSTOM TROPHIES:			85.50	
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	SALEM STREET STORM PROJECT	09/27/2018	519.60	ROAD USE TAX FU
Total BONNIE'S BARRICADES:			519.60	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL SERVICE FEES	09/25/2018	1,065.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	09/25/2018	2,595.00	GENERAL FUND
BRICK GENTRY P.C.	20303.018 TOBACCO PROSECUTIONS	10/25/2018	45.00	GENERAL FUND
BRICK GENTRY P.C.	20303.001 LEGAL SERVICES	10/25/2018	5,898.00	GENERAL FUND
BRICK GENTRY P.C.	CREDIT BALANCE	10/25/2018	510.00	GENERAL FUND
BRICK GENTRY P.C.	PROSECUTIONS	10/25/2018	975.00	GENERAL FUND
BRICK GENTRY P.C.	WASTEWATER MATTERS	10/25/2018	1,815.00	SEWER FUND
BRICK GENTRY P.C.	LEGAL FOR STREETS	10/25/2018	270.00	ROAD USE TAX FU
Total BRICK GENTRY P.C.:			12,153.00	
BROWDER, WILLIAM T.				
BROWDER, WILLIAM T.	BAND FOR SENIOR DANCE	10/19/2018	350.00	PARK & RECREATI
Total BROWDER, WILLIAM T.:			350.00	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	3" CLEAN ROCK	10/16/2018	361.20	ROAD USE TAX FU
BRUENING ROCK PRODUCTS	ROAD STONE FOR GRAVELS	10/16/2018	9,802.11	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			10,163.31	
BUHROW, LUKE				
BUHROW, LUKE	CELL PHONE 9/9/18 - 10/9/18	10/24/2018	50.00	POLICE FUND
Total BUHROW, LUKE:			50.00	
BURGE, WARREN				
BURGE, WARREN	REFUND TIME OF SALE INSPECTION	10/10/2018	50.00	SEWER FUND
Total BURGE, WARREN:			50.00	
BYLUND, JOEY				
BYLUND, JOEY	FLAG FOOTBALL	10/23/2018	60.00	PARK & RECREATI
BYLUND, JOEY	FLAG FOOTBALL	10/25/2018	24.00	PARK & RECREATI
Total BYLUND, JOEY:			84.00	
CENTURYLINK				
CENTURYLINK	PHONE	10/01/2018	1.35	GENERAL FUND
CENTURYLINK	PHONE	09/22/2018	58.77	GENERAL FUND
Total CENTURYLINK:			60.12	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	KEROSENE	10/19/2018	88.02	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CHUMBLEY & JONES OIL:			88.02	
CINTAS CORPORATION				
CINTAS CORPORATION	RESTOCK MEDICINE CABINET	10/09/2018	28.51	SEWER FUND
CINTAS CORPORATION	MONTHLY CINTAS REFILL	10/25/2018	66.84	ROAD USE TAX FU
Total CINTAS CORPORATION:			95.35	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	CONCRETE FORM BOARDS	10/09/2018	21.92	ROAD USE TAX FU
CIRCLE B CASHWAY	6-1/2" MASONRY BRUSH, QT CAULKER	10/18/2018	33.78	ROAD USE TAX FU
CIRCLE B CASHWAY	BOARD	10/24/2018	12.42	PARK & RECREATI
Total CIRCLE B CASHWAY:			68.12	
COVERGINT TECHNOLOGIES LLC				
COVERGINT TECHNOLOGIES L	POLICE SECURITY CAMERAS - 1ST PAYME	10/12/2018	3,613.90	VEHICLE RESERV
Total COVERGINT TECHNOLOGIES LLC:			3,613.90	
CR SERVICES				
CR SERVICES	CLEANING SUPPLIES	10/08/2018	106.21	ROAD USE TAX FU
Total CR SERVICES:			106.21	
CRAIG'S AUTOMOTIVE				
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	10/10/2018	499.95	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	10/02/2018	499.95	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	08/31/2018	80.00	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	09/11/2018	165.00	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	09/12/2018	106.05	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	09/18/2018	170.00	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE SERVICE	09/28/2018	195.00	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE SERVICE	09/04/2018	243.00	POLICE FUND
Total CRAIG'S AUTOMOTIVE:			1,958.95	
DASH MEDICAL GLOVES				
DASH MEDICAL GLOVES	SUPPLIES	10/15/2018	70.90	POLICE FUND
Total DASH MEDICAL GLOVES:			70.90	
DASHENDORF, CRAIG				
DASHENDORF, CRAIG	REIMBURSEMENT/REFUND OF BOA FEE	10/15/2018	200.00	GENERAL FUND
Total DASHENDORF, CRAIG:			200.00	
DE COOK, BRANDON				
DE COOK, BRANDON	FLAG FOOTBALL	10/23/2018	60.00	PARK & RECREATI
Total DE COOK, BRANDON:			60.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	PH	09/30/2018	33.11	GENERAL FUND
DES MOINES REGISTER MEDIA	PH	09/30/2018	30.09	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1599	09/30/2018	141.10	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MIN-08	09/30/2018	75.30	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DES MOINES REGISTER MEDIA	ORD 1600	09/30/2018	42.15	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MIN-09	09/30/2018	355.58	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1598	09/30/2018	342.02	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1601	09/30/2018	35.12	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			1,054.47	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	REPAIR	10/01/2018	28.94	POLICE FUND
DOWNEY TIRE PROS	BIG LOADER TIRE	10/18/2018	147.90	ROAD USE TAX FU
Total DOWNEY TIRE PROS:			176.84	
DSM INFLATABLES				
DSM INFLATABLES	3 INFLATABLES - CHILDREN'S COSTUME PA	09/19/2018	700.00	PARK & RECREATI
Total DSM INFLATABLES:			700.00	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	STATION PAPER TOWELS	10/16/2018	61.50	FIRE FUND
DUST PROS JANITORIAL	MONTHLY CLEANING	10/20/2018	4,000.00	GENERAL FUND
DUST PROS JANITORIAL	MONTHLY CLEANING FEE	10/20/2018	1,462.00	PARK & RECREATI
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	10/20/2018	100.00	PARK & RECREATI
Total DUST PROS JANITORIAL:			5,623.50	
ELECTRIC PUMP				
ELECTRIC PUMP	REBUILD RAW PUMP	10/18/2018	7,346.74	SEWER FUND
Total ELECTRIC PUMP:			7,346.74	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	REPAIR	10/22/2018	170.00	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			170.00	
ERGOMETRICS				
ERGOMETRICS	TRAINING CAPTAINS TEST	10/17/2018	800.17	FIRE FUND
Total ERGOMETRICS:			800.17	
EXTINGUISHER COMPANY, THE				
EXTINGUISHER COMPANY, TH	REPLACED 2 FIRE EXTINGUISHERS	10/10/2018	110.00	PARK & RECREATI
Total EXTINGUISHER COMPANY, THE:			110.00	
FRIDLEY THEATRES				
FRIDLEY THEATRES	PROCEEDS FROM SUMMER MOVIE PROGR	10/23/2018	600.00	PARK & RECREATI
Total FRIDLEY THEATRES:			600.00	
GALLS LLC				
GALLS LLC	UNIFORMS	10/10/2018	316.11	FIRE FUND
Total GALLS LLC:			316.11	
GLOBAL SOFTWARE				
GLOBAL SOFTWARE	COMPUTER MAINTENANCE	10/10/2018	225.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total GLOBAL SOFTWARE:			225.00	
GRAGG SCULPTER, WYATT L.				
GRAGG SCULPTER, WYATT L.	1/2 SCULPTURE COST	08/23/2018	6,809.00	PARK & RECREATI
Total GRAGG SCULPTER, WYATT L.:			6,809.00	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	COLD MIX ASPHALT	10/15/2018	1,099.38	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			1,099.38	
H & W RECYCLING				
H & W RECYCLING	E-CYCLING FALL CLEAN UP	10/22/2018	1,185.00	GENERAL FUND
Total H & W RECYCLING:			1,185.00	
HART, NORMAN				
HART, NORMAN	WELLNESS - SEPT & OCT	11/01/2018	50.00	SEWER FUND
Total HART, NORMAN:			50.00	
HEIMAN FIRE EQUIPMENT				
HEIMAN FIRE EQUIPMENT	HYDRANT WRENCHES	05/10/2018	76.83	FIRE FUND
HEIMAN FIRE EQUIPMENT	ASSORTED EQUIPMENT #248	10/11/2018	178.60	AMBULANCE FUN
Total HEIMAN FIRE EQUIPMENT:			255.43	
HR GREEN INC				
HR GREEN INC	WWTP CONCEPTUAL DESIGN	10/09/2018	9,075.00	SEWER CAPITAL P
HR GREEN INC	PHASE 0004 15TH STREET SEWER IMPROV	10/10/2018	11,388.22	SEWER CAPITAL P
HR GREEN INC	PHASE 0002 WASTEWATER TREATMENT PL	10/10/2018	166.00	SEWER CAPITAL P
HR GREEN INC	PHASE 0001 MISC. COLLECTION SYSTEM A	10/10/2018	94.00	SEWER CAPITAL P
HR GREEN INC	PHASE 0003 PLAINVIEW AND MCCORD CON	10/10/2018	9,297.50	SEWER CAPITAL P
Total HR GREEN INC:			30,020.72	
HUTCHINSON SALT CO. INC.				
HUTCHINSON SALT CO. INC.	SALT	09/28/2018	5,709.20	ROAD USE TAX FU
Total HUTCHINSON SALT CO. INC.:			5,709.20	
HY-VEE				
HY-VEE	INSTRUCTION COOKING CLASS	10/02/2018	120.00	PARK & RECREATI
Total HY-VEE:			120.00	
IAWEA				
IAWEA	IAWEA REGION V MEETING	10/15/2018	120.00	SEWER FUND
Total IAWEA:			120.00	
IBM CORPORATION				
IBM CORPORATION	5 MAAS360 IPAD MANAGEMENT LICENSING	10/01/2018	187.50	GENERAL FUND
Total IBM CORPORATION:			187.50	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ICMA MEMBERSHIP SERVICES				
ICMA MEMBERSHIP SERVICES	ICMA MEMBERSHIP 2019	10/18/2018	795.57	GENERAL FUND
Total ICMA MEMBERSHIP SERVICES:			795.57	
IMWCA				
IMWCA	AUDIT PREMIUM	10/12/2018	799.52	FIRE FUND
IMWCA	AUDIT PREMIUM	10/12/2018	3,198.08	AMBULANCE FUN
IMWCA	AUDIT PREMIUM	10/12/2018	185.94	GENERAL FUND
IMWCA	AUDIT PREMIUM	10/12/2018	836.71	LIBRARY FUND
IMWCA	AUDIT PREMIUM	10/12/2018	2,510.12	POLICE FUND
IMWCA	AUDIT PREMIUM	10/12/2018	92.97	GENERAL FUND
IMWCA	AUDIT PREMIUM	10/12/2018	6,507.72	POOL (MEMORIAL)
IMWCA	AUDIT PREMIUM	10/12/2018	185.94	GENERAL FUND
IMWCA	AUDIT PREMIUM	10/12/2018	6,972.55	PARK & RECREATI
IMWCA	AUDIT PREMIUM	10/12/2018	185.94	GENERAL FUND
IMWCA	AUDIT PREMIUM	10/12/2018	557.81	SEWER FUND
IMWCA	AUDIT PREMIUM	10/12/2018	278.90	GENERAL FUND
IMWCA	AUDIT PREMIUM	10/12/2018	743.74	ROAD USE TAX FU
IMWCA	AUDIT PREMIUM	10/12/2018	650.77	GENERAL FUND
IMWCA	AUDIT PREMIUM	10/12/2018	1,208.58	PARK & RECREATI
IMWCA	AUDIT PREMIUM	10/12/2018	92.97	GENERAL FUND
Total IMWCA:			25,008.26	
IND CHAMBER OF COMMERCE				
IND CHAMBER OF COMMERCE	DOWNTOWN ASSESSMENT (1/3 COST)	09/27/2018	969.50	GENERAL FUND
Total IND CHAMBER OF COMMERCE:			969.50	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	LEASE MO - PRINTS	09/24/2018	338.60	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIES	10/01/2018	167.27	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	J0613 - IT	10/01/2018	56.50	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	10/02/2018	266.90	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	COPIES	10/17/2018	63.96	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	REPAIR PLOTTER MACHINE	09/27/2018	1,136.25	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	OFFICE SUPPLIES	10/02/2018	303.16	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			2,332.64	
INTEGRIVault				
INTEGRIVault	MONTHLY BACKUP FEE	09/01/2018	500.00	GENERAL FUND
INTEGRIVault	MONTHLY BACKUP FEE	10/01/2018	500.00	GENERAL FUND
Total INTEGRIVault:			1,000.00	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFET	IOWA SYSTEM - CONTRACT JULY - SEPT 20	10/31/2018	810.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			810.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	10/10/2018	345.60	SEWER FUND
Total IOWA ONE CALL:			345.60	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA PARK & REC. ASSOC.				
IOWA PARK & REC. ASSOC.	IPRA ANNUAL MEMBERSHIP - PARK STAFF	10/19/2018	160.00	PARK & RECREATI
IOWA PARK & REC. ASSOC.	IPRA ANNUAL MEMBERSHIP - DEPT. COMMI	10/19/2018	705.00	PARK & RECREATI
Total IOWA PARK & REC. ASSOC.:			865.00	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	ROAD SIGNS	10/12/2018	905.30	ROAD USE TAX FU
IOWA PRISON INDUSTRIES	SIGNS	10/12/2018	60.00	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			965.30	
IOWA REALTY				
IOWA REALTY	506 W 2ND AVE CLOSING	10/19/2018	2,655.00	CP--COMM RE-DE
Total IOWA REALTY:			2,655.00	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	FIRE OFFICER 2	10/18/2018	50.00	FIRE FUND
IOWA STATE UNIVERSITY	DEBT ANALYSIS REPORT	10/25/2018	15.00	GENERAL FUND
Total IOWA STATE UNIVERSITY:			65.00	
IOWA STORMWATER ED. PARTNERSHIP				
IOWA STORMWATER ED. PART	SRF SPONSORED PROJ. WORKSHOP	10/24/2018	35.00	GENERAL FUND
Total IOWA STORMWATER ED. PARTNERSHIP:			35.00	
J & K CONTRACTING LLC				
J & K CONTRACTING LLC	SETTLEMENT AGREEMENT W/IOWA TRENC	10/24/2018	50,000.00	SEWER CAPITAL P
Total J & K CONTRACTING LLC:			50,000.00	
JETCO INC				
JETCO INC	BREAKER AT MORLOCK LIFT	10/04/2018	990.00	SEWER FUND
JETCO INC	NORTH PLANT SCADA ISSUES	10/09/2018	252.50	SEWER FUND
Total JETCO INC:			1,242.50	
JV TRUCKING LLC				
JV TRUCKING LLC	ROAD STONE FOR GRAVELS	10/10/2018	6,661.62	ROAD USE TAX FU
Total JV TRUCKING LLC:			6,661.62	
KELLER DESIGNS				
KELLER DESIGNS	HOMETOWN PRIDE SHIRTS	10/05/2018	619.53	PARK & REC SPEC
Total KELLER DESIGNS:			619.53	
KENNE, WILLIAM S.				
KENNE, WILLIAM S.	SOFTBALL OFFICIAL	10/20/2018	72.00	PARK & RECREATI
Total KENNE, WILLIAM S.:			72.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	WEEKLY TESTING	10/10/2018	230.00	SEWER FUND
KEYSTONE LABORATORIES IN	WEEKLY TESTING	10/16/2018	230.00	SEWER FUND
KEYSTONE LABORATORIES IN	WEEKLY TESTING	10/23/2018	230.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
KEYSTONE LABORATORIES IN	QUARTERLY TESTING	10/29/2018	110.80	SEWER FUND
Total KEYSTONE LABORATORIES INC:			800.80	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - NOV 2018	10/18/2018	2,787.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,787.00	
KLOCKE'S EMERGENCY VEHICLES				
KLOCKE'S EMERGENCY VEHIC	COT #248 ELK HORNS	10/10/2018	350.00	AMBULANCE FUN
Total KLOCKE'S EMERGENCY VEHICLES:			350.00	
KNOX COMPANY, THE				
KNOX COMPANY, THE	KNOX KEY HOLDER 248	10/22/2018	552.00	AMBULANCE FUN
Total KNOX COMPANY, THE:			552.00	
LAWLER, LOGAN				
LAWLER, LOGAN	FLAG FOOTBALL	10/15/2018	60.00	PARK & RECREATI
LAWLER, LOGAN	FLAG FOOTBALL	10/16/2018	36.00	PARK & RECREATI
LAWLER, LOGAN	FLAG FOOTBALL	10/23/2018	60.00	PARK & RECREATI
Total LAWLER, LOGAN:			156.00	
LAWSON PRODUCTS				
LAWSON PRODUCTS	NUTS & BOLTS	10/23/2018	420.30	ROAD USE TAX FU
Total LAWSON PRODUCTS:			420.30	
LITTLE PRINCESS PARTIES				
LITTLE PRINCESS PARTIES	3 CHARACTERS - CHILDREN'S PARTY & PA	09/19/2018	531.25	PARK & RECREATI
Total LITTLE PRINCESS PARTIES:			531.25	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	PLATE COMPACTOR	10/08/2018	1,550.00	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	CONCRETE SAW BLADE	10/09/2018	988.69	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	DIAMOND CONCRETE SAW BLADES	10/25/2018	1,125.00	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			3,663.69	
MAHASKA COMMUNICATION GROUP				
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	10/01/2018	28.66	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	09/01/2018	28.66	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	10/01/2018	7.60	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	10/01/2018	94.73	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	09/01/2018	94.73	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	09/01/2018	7.60	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	10/01/2018	250.00	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	10/01/2018	859.98	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	09/01/2018	939.99	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY INTERNET SERVICES	09/01/2018	250.00	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	10/01/2018	28.66	GENERAL FUND
MAHASKA COMMUNICATION G	MONTHLY PHONE SERVICES	09/01/2018	28.66	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MAHASKA COMMUNICATION GROUP:			2,619.27	
MARTIN MARIETTA MATERIALS				
MARTIN MARIETTA MATERIALS	PEA GRAVEL FOR SALEM PROJECT	10/04/2018	457.65	ROAD USE TAX FU
Total MARTIN MARIETTA MATERIALS:			457.65	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	OXYGEN - EMS	09/05/2018	238.19	AMBULANCE FUN
MATHESON TRI-GAS INC	OXYGEN CYLINDERS	10/10/2018	175.39	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			413.58	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	DUCT TAPE	10/09/2018	10.30	SEWER FUND
MCCOY HARDWARE INC	LEATHER GLOVES	10/10/2018	10.79	PARK & RECREATI
MCCOY HARDWARE INC	1 1/4" GALV. PLUG	10/10/2018	3.86	PARK & RECREATI
MCCOY HARDWARE INC	SCREWS AND BOLTS	10/11/2018	2.27	PARK & RECREATI
MCCOY HARDWARE INC	5/8 - 3/4" HOSE MENDER	10/16/2018	6.29	PARK & RECREATI
MCCOY HARDWARE INC	BRUSH, HANDLE FOR WASHING	10/17/2018	44.72	SEWER FUND
MCCOY HARDWARE INC	PIPE FOR WESLEY LIFT STATION	10/18/2018	26.91	SEWER FUND
MCCOY HARDWARE INC	TOOLS	10/18/2018	8.54	SEWER FUND
MCCOY HARDWARE INC	AIR VALVE	10/29/2018	15.29	ROAD USE TAX FU
MCCOY HARDWARE INC	UPS SHIPPING	10/26/2018	16.55	SEWER FUND
Total MCCOY HARDWARE INC:			145.52	
MCCOY, MELISSA				
MCCOY, MELISSA	WELLNESS - OCT	10/23/2018	21.10	GENERAL FUND
MCCOY, MELISSA	WELLNESS - SEPT	10/03/2018	21.10	GENERAL FUND
Total MCCOY, MELISSA:			42.20	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED LEAGUE SB	10/18/2018	50.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			50.00	
MEDTRAK SERVICES				
MEDTRAK SERVICES	411 RX	09/30/2018	2.61	POLICE FUND
MEDTRAK SERVICES	411 RX	10/15/2018	84.65	POLICE FUND
Total MEDTRAK SERVICES:			87.26	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	26321-30003 ST LIGHTING	10/17/2018	132.48	GENERAL FUND
MID AMERICAN ENERGY CO.	GAS - SHOP	10/17/2018	44.19	PARK & RECREATI
MID AMERICAN ENERGY CO.	GAS - SHOP	10/17/2018	17.91	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	10/17/2018	124.14	PARK & RECREATI
MID AMERICAN ENERGY CO.	74080-22010 FUEL HEAT	10/18/2018	510.56	GENERAL FUND
MID AMERICAN ENERGY CO.	UTILITIES	10/17/2018	65.74	FIRE FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS. LIFT	10/17/2018	53.38	SEWER FUND
MID AMERICAN ENERGY CO.	VMAC 9-18/10-17 READINGS	10/19/2018	936.38	POOL (MEMORIAL)
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	10/17/2018	12.33	GENERAL FUND
MID AMERICAN ENERGY CO.	HEAT - BUILDING	10/17/2018	23.51	POLICE FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	10/15/2018	46.39	SEWER FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	10/15/2018	76.44	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MID AMERICAN ENERGY CO.	RADIO CHANNELS/UTILITIES	10/18/2018	13.45	FIRE FUND
Total MID AMERICAN ENERGY CO.:			2,056.90	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	PRO RINGS FOR MANHOLES	09/30/2018	223.40	SEWER CAPITAL P
MUNICIPAL SUPPLY INC	MANHOLE LID SUMMERCREST ON E TRAIL	10/16/2018	118.00	SEWER FUND
Total MUNICIPAL SUPPLY INC:			341.40	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	134.43	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	669.24	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	170.24	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	247.84	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	80.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	226.06	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	298.60	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	883.53	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	49.63	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	101.48	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	116.20	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	74.65	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	44.56	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	10/01/2018	119.17	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	89.46	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	357.84	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	116.20	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	959.55	POLICE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	80.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	226.05	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	49.63	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	101.48	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	36.53	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	134.43	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	1,368.60	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	44.56	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	119.17	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD, STD	09/01/2018	247.84	ROAD USE TAX FU
Total MUTUAL OF OMAHA:			6,806.83	
MYERS, ROBERT				
MYERS, ROBERT	COED LEAGUE SB	10/18/2018	100.00	PARK & RECREATI
Total MYERS, ROBERT:			100.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	HYDRAULIC FITTING FOR SWEEPER	08/20/2018	21.98	ROAD USE TAX FU
Total NAPA AUTO PARTS:			21.98	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	ANNUAL DOMAIN REGISTRATION - CITYOFI	09/04/2018	24.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			24.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	STORM INTAKE	10/01/2018	124.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORM INTAKE	10/01/2018	124.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	MULTIPLE LOCATIONS	10/02/2018	885.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	14TH & HILLCREST	10/02/2018	451.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	STORM INTAKE	10/02/2018	341.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	407 E CLINTON ROAD REPAIR	10/03/2018	1,209.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	BRUSH FACILITY	10/09/2018	2,183.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	BRUSH FACILITY	10/10/2018	2,271.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	APPLE LANE	10/15/2018	1,302.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	APPLE LANE	10/16/2018	806.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	APPLE LANE	10/16/2018	2,480.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	APPLE LANE	10/17/2018	1,976.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	APPLE LN	10/18/2018	1,798.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	BOSTON & 18TH	10/22/2018	569.25	ROAD USE TAX FU
NORWALK READY-MIXED CON	1706 E BOSTON	10/24/2018	1,239.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			17,760.75	
OFFICE TEAM				
OFFICE TEAM	TEMP EMPLOYMENT	09/06/2018	6,100.00	GENERAL FUND
Total OFFICE TEAM:			6,100.00	
O'HALLORAN INTERNATIONAL				
O'HALLORAN INTERNATIONAL	SWITCH AND HOUSING FOR JETTER	10/12/2018	298.61	SEWER FUND
Total O'HALLORAN INTERNATIONAL:			298.61	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	AIR FILTER	10/08/2018	11.63	PARK & RECREATI
O'REILLY AUTO PARTS	OIL FILTER	10/08/2018	8.28	PARK & RECREATI
O'REILLY AUTO PARTS	HITCH	10/09/2018	53.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	SKID LOADER HYDRAUALIC LINE	10/11/2018	41.48	ROAD USE TAX FU
O'REILLY AUTO PARTS	CRIMPS	10/29/2018	17.32	ROAD USE TAX FU
O'REILLY AUTO PARTS	OIL	10/29/2018	15.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	OIL	10/29/2018	31.98	ROAD USE TAX FU
O'REILLY AUTO PARTS	OIL	10/29/2018	15.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	IMPACT	10/29/2018	11.99	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			208.65	
OXFORD TREE SERVICE				
OXFORD TREE SERVICE	PROP. MAINTENANCE ABATE	09/13/2018	1,695.00	STREET CAPITAL
OXFORD TREE SERVICE	TREES - ALL OVER TOWN IN ROW	10/15/2018	2,875.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE - 1106 N BUXTON	10/15/2018	1,350.00	STREET CAPITAL
OXFORD TREE SERVICE	301 N D - TREE	10/15/2018	1,700.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE - 1202 N D	10/15/2018	2,550.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE - 400 N J	10/23/2018	425.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE - 610 N BUXTON	10/23/2018	725.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE @ BRUSH FACILITY	10/23/2018	400.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE - 501 W ASHLAND	10/23/2018	1,400.00	STREET CAPITAL
OXFORD TREE SERVICE	702 W SALEM - TREE	10/24/2018	925.00	STREET CAPITAL
OXFORD TREE SERVICE	TREE - 502 E 1ST	10/24/2018	1,725.00	STREET CAPITAL
Total OXFORD TREE SERVICE:			15,770.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PARK, KRIS				
PARK, KRIS	FLAG FOOTBALL	10/16/2018	60.00	PARK & RECREATI
PARK, KRIS	FLAG FOOTBALL	10/25/2018	24.00	PARK & RECREATI
PARK, KRIS	COED LEAGUE SB	10/18/2018	100.00	PARK & RECREATI
Total PARK, KRIS:			184.00	
PELLA PRINTING				
PELLA PRINTING	FALL 2018 MAGAZINE	09/27/2018	5,591.00	GENERAL FUND
PELLA PRINTING	FALL 2018 MAGAZINE	09/27/2018	5,591.00	PARK & RECREATI
Total PELLA PRINTING:			11,182.00	
PEOPLES BANK				
PEOPLES BANK	FIELD IMPROVEMENT LOAN	10/25/2018	13,849.92	PARK & RECREATI
Total PEOPLES BANK:			13,849.92	
PER MAR SECURITY				
PER MAR SECURITY	FIRE ALARM MONITORING OCT - DEC 2018	09/08/2018	135.39	PARK & RECREATI
Total PER MAR SECURITY:			135.39	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	CARDIAC MONITORS LEASE	10/06/2018	1,348.11	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,348.11	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIR JD 1200A FIELD DRAG	10/08/2018	42.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			42.00	
PRAXAIR DISTRIBUTION INC				
PRAXAIR DISTRIBUTION INC	OXYGEN/ACETYLENE CYLINDER RENT - BA	09/30/2018	36.63	ROAD USE TAX FU
Total PRAXAIR DISTRIBUTION INC:			36.63	
PRYOR LEARNING SOLUTIONS INC				
PRYOR LEARNING SOLUTIONS	LENT - EXCEL ADVANCED WORKSHOP	10/10/2018	99.00	GENERAL FUND
PRYOR LEARNING SOLUTIONS	LUANN - EXCEL BASICS WORKSHOP	10/17/2018	79.00	GENERAL FUND
Total PRYOR LEARNING SOLUTIONS INC:			178.00	
RECORD-HERALD & INDIANOLA TRIBUNE				
RECORD-HERALD & INDIANOL	SUBSCRIPTION 10/03/18 - 10/31/20	10/25/2018	31.84	POLICE FUND
Total RECORD-HERALD & INDIANOLA TRIBUNE:			31.84	
ROSS CHEMICAL SYSTEMS INC				
ROSS CHEMICAL SYSTEMS IN	APPARATIS DETERGENT	10/04/2018	177.35	FIRE FUND
Total ROSS CHEMICAL SYSTEMS INC:			177.35	
ROUNDED MINDS				
ROUNDED MINDS	SOCCER INSTRUCTION	09/11/2018	1,380.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total ROUNDED MINDS:			1,380.00	
SAFE BUILDING COMPLIANCE & TECHNOLOGY				
SAFE BUILDING COMPLIANCE	INSPECTIONS CONTRACTOR	09/30/2018	200.00	GENERAL FUND
Total SAFE BUILDING COMPLIANCE & TECHNOLOGY:			200.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	PPE - WALLACE	10/03/2018	2,266.43	FIRE FUND
SANDRY FIRE SUPPLY LLC	AFFF - CHEMGUARD	10/15/2018	702.00	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			2,968.43	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 9/23/18 - 10/22/18	10/30/2018	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SHOTTENKIRK FORD OF INDIANOLA				
SHOTTENKIRK FORD OF INDIA	REPAIR	10/08/2018	386.16	POLICE FUND
Total SHOTTENKIRK FORD OF INDIANOLA:			386.16	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	10/18/2018	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SITEONE LANDSCAPE SUPPLY LLC				
SITEONE LANDSCAPE SUPPLY	SUPPLIES FOR IRRIGATION REPAIR @ CAF	10/16/2018	99.00	PARK & RECREATI
Total SITEONE LANDSCAPE SUPPLY LLC:			99.00	
SOUTH CENTRAL IOWA LANDFILL				
SOUTH CENTRAL IOWA LANDFI	CONSTRUCTION DEBRIS	10/11/2018	113.00	PARK & RECREATI
Total SOUTH CENTRAL IOWA LANDFILL:			113.00	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	CONCRETE BLADE	10/17/2018	45.00	ROAD USE TAX FU
Total STETSON BUILDING PRODUCTS INC:			45.00	
STEVESON, STEPHANIE				
STEVESON, STEPHANIE	DANCE INSTRUCTION	09/26/2018	308.00	PARK & RECREATI
Total STEVESON, STEPHANIE:			308.00	
STREICHER'S INC				
STREICHER'S INC	TRAINING	10/03/2018	500.47	POLICE FUND
Total STREICHER'S INC:			500.47	
STUDIO FUSCO				
STUDIO FUSCO	LAMINATION OF HALLOWEEN BAG COVERS	10/11/2018	54.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total STUDIO FUSCO:			54.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT 1506	10/24/2018	85.00	GENERAL FUND
T.R.M. DISPOSAL LLC	ACCT #583 - TRASH - NORTH PLANT	10/24/2018	82.00	SEWER FUND
T.R.M. DISPOSAL LLC	ACCT #583 - TRASH - SOUTH PLANT	10/24/2018	54.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			221.00	
THEISEN'S				
THEISEN'S	GREASE, MOTOR OIL	10/08/2018	72.66	PARK & RECREATI
THEISEN'S	BOLT, HOOK MORLOCK LIFT GATE	10/08/2018	11.04	SEWER FUND
THEISEN'S	BOLT FOR MORLOCK LIFT GATE	10/09/2018	8.07	SEWER FUND
THEISEN'S	GORILLA TAPE	10/10/2018	29.97	PARK & RECREATI
THEISEN'S	GLOVES	10/10/2018	12.99	PARK & RECREATI
THEISEN'S	ANTIFREEZE	10/10/2018	16.74	PARK & RECREATI
THEISEN'S	AA BATTERIES, RV ANTIFREEZE	10/15/2018	21.93	PARK & RECREATI
THEISEN'S	ELECTRICAL OUTLETS, TAPE, TUBING AND	10/15/2018	81.48	SEWER FUND
THEISEN'S	ANTIFREEZE	10/18/2018	17.94	ROAD USE TAX FU
THEISEN'S	TAPE & MARKERS	10/19/2018	41.96	ROAD USE TAX FU
THEISEN'S	PROPANE FOR OFFICE	10/26/2018	47.96	GENERAL FUND
THEISEN'S	PROPANE CYLINDERS	10/30/2018	32.97	ROAD USE TAX FU
Total THEISEN'S:			395.71	
TODD, JONATHAN WILLIAM				
TODD, JONATHAN WILLIAM	PM ABATEMENT 402 W 1ST ST	10/22/2018	2,000.00	GENERAL FUND
TODD, JONATHAN WILLIAM	PM ABATEMENT 506 N KENWOOD	10/13/2018	1,400.00	GENERAL FUND
TODD, JONATHAN WILLIAM	500 N N ST - PM ABATEMENT	10/22/2018	2,200.00	GENERAL FUND
Total TODD, JONATHAN WILLIAM:			5,600.00	
TRANS-IOWA EQUIPMENT INC				
TRANS-IOWA EQUIPMENT INC	SWEeper PARTS	10/17/2018	911.84	ROAD USE TAX FU
TRANS-IOWA EQUIPMENT INC	CONVEYOR BELT - SWEeper	10/24/2018	1,421.93	ROAD USE TAX FU
Total TRANS-IOWA EQUIPMENT INC:			2,333.77	
TRINITY CONSULTANTS INC				
TRINITY CONSULTANTS INC	TITLE V CONSULTING	09/26/2018	88.87	SEWER FUND
Total TRINITY CONSULTANTS INC:			88.87	
TWO RIVERS MARTIAL ARTS				
TWO RIVERS MARTIAL ARTS	INSTRUCTOR AUG - OCT 2018	10/24/2018	1,318.50	PARK & RECREATI
Total TWO RIVERS MARTIAL ARTS:			1,318.50	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE/FINAL	09/20/2018	28.31	GENERAL FUND
U.S. CELLULAR	CELL PHONES - 2	10/12/2018	81.15	PARK & RECREATI
U.S. CELLULAR	CELL PHONES -3	10/12/2018	105.14	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE	10/12/2018	43.87	FIRE FUND
U.S. CELLULAR	CELL PHONES - 2	10/12/2018	92.92	SEWER FUND
Total U.S. CELLULAR:			351.39	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	IGNITION SWITCH & KEY - JD445	10/08/2018	167.02	PARK & RECREATI
VAN WALL EQUIPMENT	O-RINGS FOR WESLEY LIFT	10/19/2018	9.10	SEWER FUND
Total VAN WALL EQUIPMENT:			176.12	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	10/15/2018	358.62	POLICE FUND
Total VERIZON WIRELESS:			358.62	
WALLER, RYAN				
WALLER, RYAN	CELL PHONE 9/9/18 -10/8/18	10/08/2018	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION MISC - GAS CANS	10/03/2018	50.18	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	2,180.69	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	549.16	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - VANS	10/03/2018	103.38	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	300.54	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	2,493.02	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	1,375.96	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	62.78	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	10/03/2018	971.09	PARK & RECREATI
Total WARREN COUNTY ENGINEER:			8,086.80	
WARREN COUNTY EXTENSION				
WARREN COUNTY EXTENSION	BABYSITTING INSTRUCTION	10/23/2018	360.00	PARK & RECREATI
Total WARREN COUNTY EXTENSION:			360.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	LEAF HAULING FROM BRUSH FACILITY	10/01/2018	602.69	GENERAL FUND
WASTE MANAGEMENT OF IOW	PICKARD CONCESSION DEMO DUMPSTER	10/16/2018	354.70	PARK & RECREATI
Total WASTE MANAGEMENT OF IOWA:			957.39	
WASTE SOLUTIONS OF IA				
WASTE SOLUTIONS OF IA	PORTA JOHN - DAYATON PARK	10/08/2018	40.00	PARK & RECREATI
WASTE SOLUTIONS OF IA	PORTA JOHN - SOUTH PARK	10/08/2018	40.00	PARK & RECREATI
WASTE SOLUTIONS OF IA	PORTA JOHN - DOG PARK	10/08/2018	40.00	PARK & RECREATI
WASTE SOLUTIONS OF IA	PORTA JOHN - DENELSKY	10/08/2018	40.00	PARK & RECREATI
WASTE SOLUTIONS OF IA	PORTA JOHN - BARKER PARK	10/08/2018	40.00	PARK & RECREATI
WASTE SOLUTIONS OF IA	PORTA JOHN - PICKARD PARK	10/08/2018	40.00	PARK & RECREATI
WASTE SOLUTIONS OF IA	CHILDREN'S COSTUME PARTY & PARADE -	10/25/2018	120.00	PARK & RECREATI
Total WASTE SOLUTIONS OF IA:			360.00	
WESTSIDE MUFFLER & REPAIR				
WESTSIDE MUFFLER & REPAIR	TIRE REPAIR F150	10/15/2018	15.39	SEWER FUND
Total WESTSIDE MUFFLER & REPAIR:			15.39	
WILLIAMS MACHINE SHOP INC				
WILLIAMS MACHINE SHOP INC	MANHOLE	10/04/2018	175.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WILLIAMS MACHINE SHOP INC:			175.00	
WILLIAMS, CAM				
WILLIAMS, CAM	FLAG FOOTBALL	10/15/2018	60.00	PARK & RECREATI
WILLIAMS, CAM	FLAG FOOTBALL	10/20/2018	48.00	PARK & RECREATI
WILLIAMS, CAM	FLAG FOOTBALL	10/23/2018	60.00	PARK & RECREATI
WILLIAMS, CAM	FLAG FOOTBALL	10/25/2018	40.00	PARK & RECREATI
Total WILLIAMS, CAM:			208.00	
WONDERWARE MIDWEST				
WONDERWARE MIDWEST	ANNUAL WIN-911 SUPPORT	10/17/2018	495.00	SEWER FUND
Total WONDERWARE MIDWEST:			495.00	
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	LIBRARY MOW CONTRACT	10/24/2018	195.00	LIBRARY FUND
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	10/24/2018	450.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	PARKS MOW CONTRACT	10/24/2018	6,095.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	MOWING - LIFTS	10/29/2018	350.00	SEWER FUND
WOOSLEY LANDSCAPING & M	MOWING - PLANT	10/29/2018	935.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING:			8,025.00	
Grand Totals:			330,086.42	

City Council: _____

Meeting Date: 11/05/2018

Subject

Development Agreement for the D&D property located at 410 S. Jefferson

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 11/05/2018

Subject

Public hearing to approve and authorize the sale of real property for development located at 410 S. Jefferson

Information

Council will need to hold a public hearing to consider selling 410 S. Jefferson for the purpose of constructing a building for intended uses as a dual use building for office and showroom.

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

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 11/05/2018

Subject

Resolution making the final determination on potential sale of interest in real property and approving and authorizing execution of a Development Agreement by and between the City of Indianola and Kenneth McCoy

Information

The next item to consider is the resolution (packet) approving and authorizing execution of a development agreement by and between the City of Indianola and Kenneth McCoy.

Highlights of the Development Agreement include:

- The Developer shall build a commercial facilities on the property
- The minimum actual values shall be assessed for the Property with the improvements constructed thereon shall exceed the beginning valuation by \$150,000 beginning on January 1, 2020

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Development Agreement

RESOLUTION NO. 2018-_____

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 KENNETH MCCOY

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

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

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

The South 10 feet of the N ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa AND Lot 11 and the S ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa. NOW DESCRIBED AS the South 35 feet of Lot 10 and all of Lot 11 in Block 4 in Haworth's Addition to Indianola, Iowa.

Locally known as: 410 S. Jefferson Way, Indianola, Iowa; and

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA and KENNETH MCCOY

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the 4th day of October 2018, by and among the CITY OF INDIANOLA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A, 404, and 364.7 of the Code of Iowa, 2018 (the "Code"), as amended, and KENNETH MCCOY, having offices for the transaction of business at 1021 E Kentucky, Indianola, Iowa 50125 (the "Developer").

WITNESSETH:

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

The South 10 feet of the N ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa AND Lot 11 and the S ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa. NOW DESCRIBED AS The South 35 feet of Lot 10 and all of Lot 11 in Block 4 in Haworth's Addition to Indianola, Iowa.

Locally known as: 410 S Jefferson Way, Indianola, Iowa (the "Development Property"); and

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

WHEREAS, Developer shall construct a building for intended use as a dual use building for office and showroom as shown Exhibit A, as may be amended from time to time, attached hereto and made a part hereof ("Minimum Improvements"), on the Development Property; and

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

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

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Developer makes the following representations and warranties:

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

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

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

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

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

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

ARTICLE II. SALE OF DEVELOPMENT PROPERTY

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

Section 2.2 Price. The purchase price for the Development Property shall be Twenty-Three Thousand One Hundred Sixty Five Dollars (\$23,165.00) due and payable at the Closing of the transaction.

Section 2.3. Due Diligence. For a period of thirty (30) days following the execution of this Agreement (the "Due Diligence Period"), Developer may perform investigations and

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

- a. Examination of title related to marketability in accordance with Iowa law and the Iowa Land Title Standards.
- b. Existence of or feasibility of obtaining required approvals for Developer's anticipated use of the Development Property.
- c. Availability of all utilities in such quantity necessary for Developer's normal business activity.
- d. Governmental approvals, which are limited to the following conditions: building permits, easements, and any required variance for the construction and operation of the proposed use.

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

Section 2.4. Real Estate Taxes and Special Assessments.

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

Section 2.5. Right of Reversion. As security for completion of the Minimum Improvements, the deed conveying the Development Property to Developer shall contain a right of reversion ("City's Reversionary Right" or "Reversionary Right"), which may be exercised by the City, in its reasonable discretion, if Developer has not initiated construction of the Minimum

Improvements on the Development Property as of April 1, 2019. This Right of Reversion shall terminate on the date construction of the Development Property commences, upon which it shall be of no further force and effect.

Once Developer commences construction, and the Right of Reversion terminates, if construction of the Minimum Improvements is not substantially completed by October 1, 2019, Developer shall pay to the City a liquidated damages fee in the amount of \$46,369, and the Minimum Assessment shall be applied in accordance with the Minimum Assessment Agreement. Substantial completion shall mean the Minimum Improvements have been completed with the exception of minor items that do not materially interfere with the completion of the Minimum Improvements or occupancy of the Development Property.

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

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

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

Section 2.7. Condition of the Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property "As Is" And, subject to Section 2.9, below, with respect to title, nothing in this Agreement shall be construed to require the City to remedy any condition of the Development Property. Except as expressly provided in this Agreement, the City makes no warranties or representations as to the condition of the Development Property. Developer will have conducted an inspection of the Development Property during the Due Diligence Period and waives all claims against the City as to the condition of the Development Property.

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

Section 2.9. Abstract And Title. The City, at their expense, shall provide an abstract for the Development Property and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. It shall show merchantable title in the City in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The City shall pay the costs of any additional abstracting and title work to any act or omission of the City, including transfers by the City or its assigns.

Section 2.10. Survey and Platting. Intentionally omitted.

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

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

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer shall construct Minimum Improvements on the Development Property as set forth in this Agreement. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than detailed and outlined in Exhibit A, as may be amended from time to time in accordance with the terms of this Agreement, and in the Construction Plans submitted to the City under Section 3.1(b), unless Amendments to the

Minimum Improvements and Construction Plans have been agreed to by both Parties in writing; and that construction of the Minimum Improvements shall require a total investment of not less than One Hundred Fifty Thousand Dollars (\$150,000).

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

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

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

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

Section 3.4. Insurance. The Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

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

Development Property or the construction, maintenance or operation of the Minimum Improvements.

ARTICLE IV. DEFAULT AND REMEDIES

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

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

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

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

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

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

(f) Developer shall:

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

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

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall

be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

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

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

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

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

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

ARTICLE V. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to KENNETH MCCOY, 104 E Kentucky Indianola, Iowa 50125;
- b. In the case of the City, is addressed or delivered personally to the City at 110 North 2st Street, Indianola, Iowa 50125;

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

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

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

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

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

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

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed on or as of the ____ day of October 2018.

(SEAL)

CITY OF INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

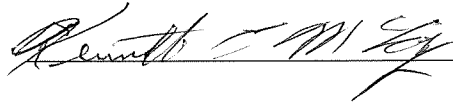
STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

Notary Public in and for said State

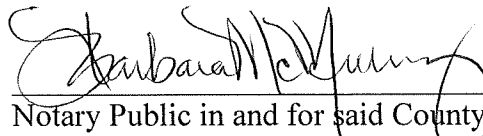
[Signature page to Agreement for Private Development - City of Indianola]

KENNETH MCCOY

_____

STATE OF IOWA)
)SS
COUNTY OF WARREN)

On this 9th day of October 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Kenneth McCoy, to me personally known.

_____
Notary Public in and for said County and State



[Signature page to Agreement for Private Development – KENNETH MCCOY]

EXHIBIT A

EXHIBIT B

SPECIAL WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Taxpayer Information:

KENNETH MCCOY
104 E Kentucky Ave
Indianola, IA 50125

Return Document To:

Grantors: City of Indianola, Iowa

Grantees: KENNETH MCCOY
104 E Kentucky Ave
Indianola, IA 50125

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SPECIAL WARRANTY DEED

For the consideration of Ten (10) Dollars and other valuable consideration, **the City of Indianola, Iowa**, ("Grantor") does hereby convey to KENNETH MCCOY, ("Grantee") the following described real estate in WARREN County, Iowa:

The South 10 feet of the N ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa AND Lot 11 and the S ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa. NOW DESCRIBED AS The South 35 feet of Lot 10 and all of Lot 11 in Block 4 in Haworth's Addition to Indianola, Iowa.

Locally known as: 410 S Jefferson Way, Indianola, Iowa

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the Grantor and Grantee herein, dated October 9, 2018, as amended (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Development Agreement.

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

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

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

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

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

Dated: _____

CITY OF INDIANOLA, IOWA

By _____
Kelly B. Shaw, Mayor

By _____
Diana Bowlin, City Clerk

STATE OF IOWA, COUNTY OF WARREN:

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

NOTARY PUBLIC IN AND FOR SAID STATE

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the 9th day of October, 2018, is entered into by and among the City of Indianola, Iowa (the "City"), KENNETH MCCOY, (the "Developer"), and the County Assessor of Warren County (the "Assessor").

WITNESSETH

WHEREAS, the Developer owns certain real property, legally described as:

The South 10 feet of the N ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa AND Lot 11 and the S ½ of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa. NOW DESCRIBED AS The South 35 feet of Lot 10 and all of Lot 11 in Block 4 in Haworth's Addition to Indianola, Iowa (the "Property"); and

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

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

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

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

1. The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by \$150,000 beginning on January 1, 2020.

2. To the extent that, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the Warren County Auditor to be less than the actual valuation shown above, the actual valuation figure listed for such year shall be adjusted in such manner to produce a taxable valuation figure equal to the minimum actual valuation figure listed for such year.

3. In accordance with Section 403.6 of the Code of Iowa, this Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Developer from seeking administrative or legal remedies to reduce the actual value assigned by

the Assessor, except that the Developer shall not seek to have the actual value reduced below the minimum actual values set out in paragraph 1 of this Agreement.

4. This Agreement shall be promptly recorded with the Warren County Recorder.

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

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

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

CITY OF INDIANOLA, IOWA

By _____
Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk

(SEAL)

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

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

Notary Public

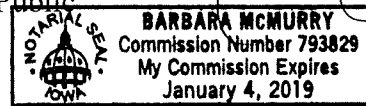
KENNETH MCCOY

Kenneth McCoy

STATE OF IOWA)
)
COUNTY OF WARREN)

On this 9th day of October 9, 2018, before me the undersigned, a Notary Public in and for the State of Iowa appeared Kenneth McCoy, to me personally known.

Barbara McMurry
Notary Public



CERTIFICATION BY ASSESSOR

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

County Assessor for Warren County, State
of Iowa

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

Notary Public

Meeting Date: 11/05/2018

Subject

Public hearing and first consideration of a request from Tim Phillips to rezone 2508 N. Jefferson Way from A-1 (Agriculture) to C-2 (Highway Commercial) P&Z unanimously recommended approval on October 9, 2018

Information

Council needs to hold the public hearing and first consideration of a request from Tim Phillips to rezone 2508 N. Jefferson Way from A-1 to C-2.

Staff recommends approval as the change is consistent with the Comprehensive Master Plan for future development. P&Z unanimously recommended approval.

Roll call is in order.

Fiscal Impact

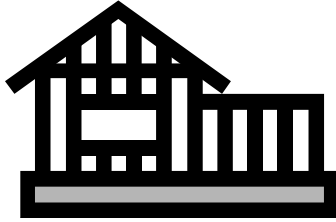
Attachments

PZ Memo

Minutes

2508 N Jefferson Info

Ordinance



To: Planning and Zoning Commission
From: David Churchill, Interim Building Official of Community Development
Subject: October 9, 2018 Meeting

Item # 4 Enclosed please find a memorandum from David Moeller and Kathleen Connor for Autumn Ridge 3 Preliminary Plat.

Item # 5 Consider Request from Kristie Kappelman for the approval requesting a zoning change from R2 to C2 for the following property; lot 9, Block 18 of Jones & Windels Addition, parcel number 483901180090.

Staff recommends approval as the zoning change is consistent with the Comprehensive Master Plan for future development (change to Commercial zoning).

Preliminary plans building, and site development plans have been received and will be reviewed if/when the zoning request is approved. Building set back requirements for this property are as follows: rear yard 20 feet, side yard to the east is 10 feet as both are adjacent to residential zoning, and the front yard setback being 15 feet. The site and the building will be required to meet the design standards listed in Chapter 166.11 Highway Corridors. (A -G).

Please note that this is a D & D property being sold by the City and is the subject of a development agreement between the City and Petitioners.

Item # 6 Consider Request from Tim Phillips requesting a zoning change form R to C-2 for the following property known as 2508 N. Jefferson Way lot 1 & 2, of Bob Moore's subdivision, and Lot 1 except Highway of Langfitt subdivision. Parcel numbers 48152000010, 48152000020, and 48495010010 respectively.

Staff recommends approval as the zoning change is consistent with the Comprehensive Master Plan for future development (change to Commercial zoning).

Neither site development plans nor building plans have not been submitted for review at this time.

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
October 9, 2018
6:00 P.M.

The meeting was called to order by Chairperson Joe Butler and on roll call the following members were present:

Joe Butler
Al Farris
Ron Fridley
Becky Needles
Bob Ormsby
Josh Rabe
Misty Soldwisch
Jeromy Pribil
Erin Freeberg

Also present: Marlene Nordhagen, Chris Nordhagen, Fred Dowie, Jay Koester, Norm Crawford, Tim Phillips, David Churchill, Kathleen Connor, Ryan Waller, Kristin Brekelmans

Members of the Commission absent: Sarah Ritchie

The minutes of the September 11, 2018 meeting were approved on a motion made by Josh Rabe and seconded by Becky Needles. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider Request from Autumn Ridge Development for the approval of the revised Preliminary Plat 3, Outlot Z of Autumn Ridge Plat 2. (Tabled at the September 11, 2018 Planning and Zoning Meeting).

Kathleen Connor with Snyder & Associates spoke to the commission, explaining the revisions made to the preliminary plat for the new development. Kathleen reviewed updated comments and materials included in the meeting packet. Additional items commented on during the presentation of the plat were; Fire coverage requirements such as fire hydrants were added to the preliminary plat, lot-Tie agreements will be in conjunction with the final plat (lots cannot be sold independently); Stilling basin being used to prevent scouring rather than a bioswale that was originally proposed. Kathleen stated that the construction drawings would provide more information regarding calculations of swales and other items of concern.

Kathleen recommended approval of the Preliminary Plat for Autumn Ridge Plat 3, subject to certain Subdivision Regulations including waiver of the requirement that limits cul-de-sac length to 700 feet, waiver of the requirement that limits the grade of West Lincoln Street to 8%, defer the provision of an acceptable erosion control plan until construction drawings approval, and require signed record of Lot Tie Agreements and Private Detention Facility Easements including maintenance responsibilities prior to

Council approval of the Final Plat, and for P & Z to make a recommendation to the City Council as to whether or not a Recreational Trail Easement should be provided along Cavitt Creek in accordance with the current Comprehensive Plan.

Fred Dowie with Autumn Ridge development and Jay Koester, Engineer with Abaci, spoke to the commission regarding the trail easements. Fred stated that the trail was not required for Heritage Hills and questioned how the trail is supposed to get from the west side of plat (up against a home lot) to the east side of the plat. Jay further explained that there are no rear yard setbacks due to out lots being tied to the lots.

Kathleen provided a supplemental map of Heritage Hills Plat 9 for board review, showing their 4-foot sidewalks and how they were able to place the trail within the ROW.

Al Farris asked if there was intent to fill on lots 21 & 22. Fred replied they will have to get a DNR permit if any fill was needed. Jay responded that the elevations were based on FEMA mapping, more detail would be provided in the construction drawings. Al Farris asked about fire hydrant corrections. Kathleen responded that this has been resolved with placements and spacing of hydrants following the city code. Discussions continued between commission members regarding the trail, right of way easements, and the impact this would have on the sale of the lots within the plat. Fred asked for the trail easement within the plat be defined, if it was required, instead of a blanket easement for pre-sale of lots.

Motion was made by Al Farris to approve the Preliminary Plat for Autumn Ridge Plat 3, subject to the conditions present in Recommendation D from the City Engineers memo previously presented. In addition, Al Farris recommended the Trail Easement be included. Seconded by Misty Soldwisch. All ayes, the motion to approve subject to conditions listed, was unanimous, 9 ayes - 0 nays.

Consider Request from Kristy Kappelman to rezone the property listed as 506 W 2nd Ave from R-2 (Single Family Residential) to C-2 (Highway Commercial) zoning.

Josh Rabe from the commission excused himself from the hearing of this property, due to past involvement with the property, to avoid any conflict of interest in the decision of rezoning.

Ryan Waller, Indianola City Manager, spoke to the commission presenting the recommendation for rezoning this property that was previously a D&D property. Ryan stated that this proposal does require rezoning but complies with the Comprehensive Plan for that area. Joe Butler stated asked if there is a continued need to hear properties that have previously been approved by the council to be rezoned within the Comprehensive Plan. Ryan responded, as part of the development agreement, the city assists with the cost of rezoning on these properties.

Marlene Nordhagen and Chris Nordhagen of 604 W 2nd Ave, spoke regarding their concerns of this rezoning. They stated they live within 200ft of the property and were notified of this request through the mail notices from the city. They wanted to know how this will effect the value of their property. Ryan spoke to their concerns, stating that

during the site plan process, buffers to surrounding properties will be put in place at that time.

Norm Crawford from 505 W 1st Ave, spoke about his concerns regarding the run off from the property when the site plan for future development of this property shows a large portion being black topped or concrete flat. He discussed concerns with drainage to the storm sewer, proper hook ups to the city storm sewer to prevent flooding of this area. Joe Butler responded that the rezoning is being considering today, and that all future site plans for the area could be discussed during the site plan ordinance and building codes through the city at that time.

Joe asked if anyone else had any comments that they would like to discuss, hearing none, re requested a motion.

Motion was made by Becky Needles to approve the rezoning request of Kristy Kappleman regarding the property listed as 506 W 2nd Ave from R-2 (Single Family Residential) to C-2 (Highway Commercial) zoning. Seconded by Ron Fridley. All ayes, the motion to approve was unanimous, 8 ayes - 0 nays.

Consider Request from Tim Phillips to rezone the property listed as 2508 N Jefferson Way (Parcels 48495010010, 481520000010 and 481520000020) from A-1 (Agricultural) to C-2 (Highway Commercial).

Misty Soldwisch excused herself from the hearing due to representing Mr. Phillips in the purchase of the property, to avoid any conflict of interest in the decision to rezone.

Tim Phillips stood to present his request himself to the commission. He reported that he has demolished the previous buildings and residence on the property, with plans to sell the property for commercial businesses.

David Churchill, Interim Building Official recommended approval of the request to rezone these parcels in compliance with the Comprehensive Plan for this area.

Motion was made by Josh Rabe to approve the rezoning request of Tim Phillips for the property listed as 2508 N Jefferson Way (Parcels 48495010010, 481520000010 and 481520000020) from A-1 (Agricultural) to C-2 (Highway Commercial).

Seconded by Al Farris. All ayes, the motion to approve was unanimous, 8 ayes - 0 nays.

Other Items

Dave Churchill provided updates regarding building permits, site plans, and a follow up on previously approved items and any council responses regarding them.

Al Farris questioned whether an official opinion was given by the city attorney on the permitted use within the zoning of M-2, allowing a meat processing facility. David stated the official opinion of the attorney and the former Director of Community Development, Chuck Burgin, was that a meat processing facility would fall under permissible principles uses in an M-2 zoning. Al Farris spoke to his disagreement on this decision and his

concern that certain projects that prick the ears of the public more than others and should be required to go before the Planning and Zoning board due to the general statement nature of the permissible use language within the zoning ordinance.

Ryan Waller, City Manager, spoke to Al's concern, explaining that there will be an effort to better clarify specific terms within the zoning analysis and zone ordinances within the code. Ryan discussed the pros and cons of having a general statement vs a very specific term, and the need to re visit policy on recodification which could be done by recommendation by the planning and zoning commission and the Council approval. The remainder of the projects listed were read, building permit totals and monthly listings of permits issued was provided to the board.

Meeting adjourned on a motion by Fridley and seconded by Ormsby. 9 Ayes – 0 Nays

Joe Butler, Chairperson

David Churchill

INDIANOLA

EST. 1849

COMMUNITY DEVELOPMENT

Rezoning Application

Local Address: 2508 N. Jefferson Way.

Legal Description:

Present Zoning: A-1

Zoning Requested: C-2 # 41. AUGHRN sales

Existing Use: Single family : field

Proposed Use: Commercial.

Names and address of all property owners within 200 feet of the property for which the change is requested. (Attach an additional sheet if necessary.)

Name:

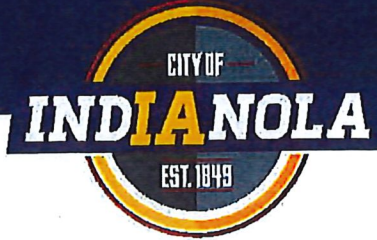
Address:

Attached - CD to mail - confirmed by Warren Co. Assessors

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

The current zoning is single family and ag. the property is located in a Commercial Area Along Highway 65/69 North end of Indianola

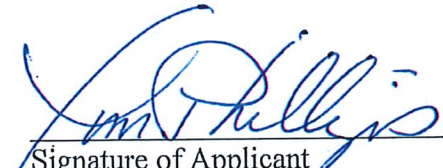
A plat showing the locations, dimensions and use of the applicant's property and all property within 200 feet thereof, including streets, alleys, railroads, and other physical features. Please attach plat.



— COMMUNITY DEVELOPMENT —

If the requested zoning change is from A-1 (Agricultural) to any other classification, the application shall contain the **number of acres** in each **soil type** for which a rezoning change is requested and the **crop suitability rating** of each. The soil type and its crop suitability rating shall be determined by the latest cooperative soil survey and accompanying data.

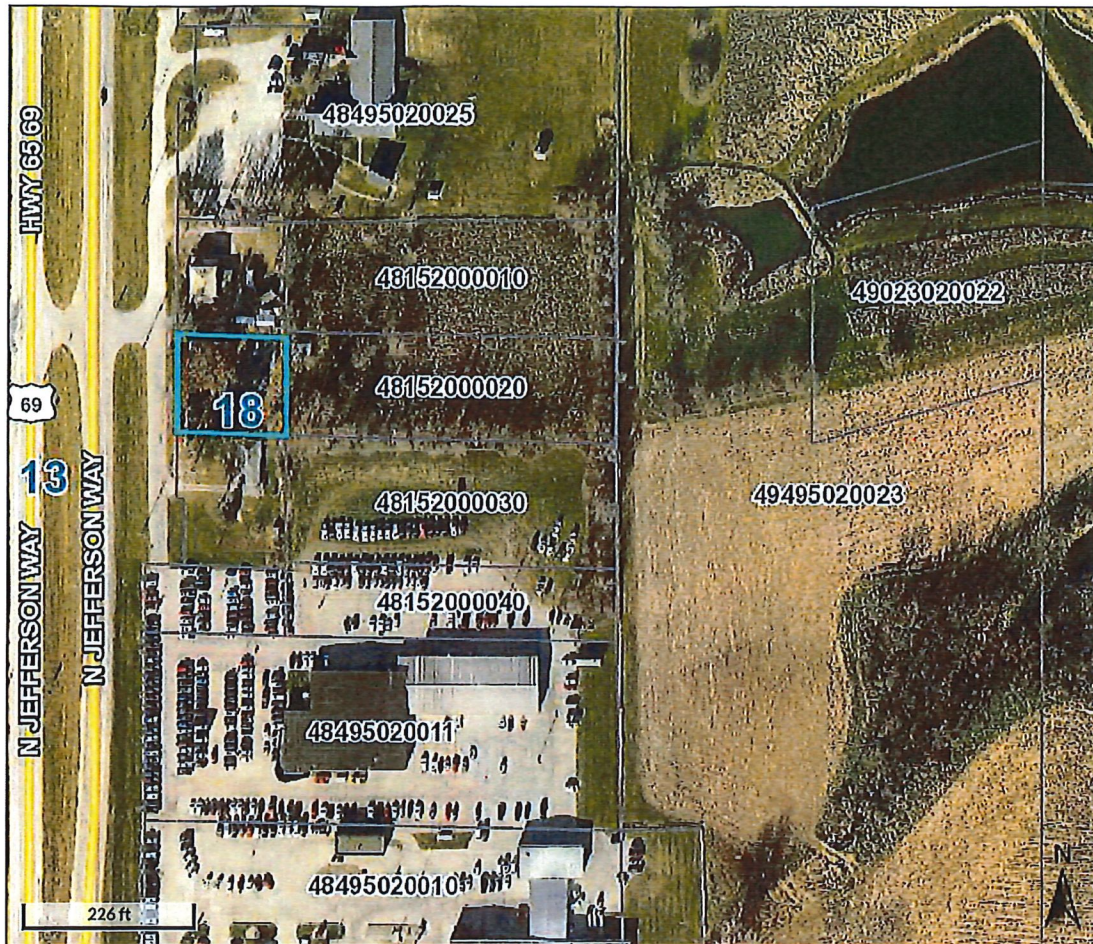
Attached


Signature of Applicant

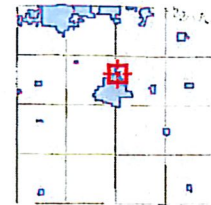
~~\$200.00 Fee~~

\$100.00 Fee

Receipt No. _____



Overview



Legend

Roads

- <all other values>
- Interstate
- Highway
- Ramp
- County Gravel
- County Level B
- County Level C
- City Gravel
- City Street
- Private Street
- Corporate Limits
- Parcels
- Political Township
- Sections
- Major Roads
- County Hwy
- State Hwy
- US Hwy
- Interstate
- Water

Parcel ID	48495010010	Alternate ID	13520000010	Owner Address	TS INVESTMENTS LLC
Sec/Twp/Rng	n/a	Class	R		2714 N JEFFERSON WAY
Property Address	2508 N JEFFERSON WAY	Acreage	n/a		INDIANOLA IA 50125
	INDIANOLA				
District	48300				
Brief Tax Description	18-76-23 LANGFITT SUB DIV LOT 1 EX HWY				
	(Note: Not to be used on legal documents)				

Disclaimer:

The maps included in this website do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Warren County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site does so at his or her own risk. All critical information should be independently verified.

The 2,000 Foot Buffers layer is for law enforcement guidance only, and is based on the best information available at the time it was prepared. This layer should not be considered to be a complete and accurate representation of the locations of every school or child care facility, and will be changed as new information is available. The registered offender is responsible for ensuring that proposed residence is in compliance with the law, and may not rely solely on this layer. The registered offender should seek legal advice from a licensed attorney if needed.

Date created: 9/17/2018
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Developed by  **Schneider**
GEOSPATIAL

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165 TO ALLOW A REZONING OF PROPERTY AT 2508 NORTH JEFFERSON WAY FROM A-1 (AGRICULTURE) TO C-2 (HIGHWAY COMMERCIAL)

WHEREAS, the City Council had received a rezoning application to allow a rezoning of property at 2508 North Jefferson Way from A-1 (Agriculture) to C-2 (Highway Commercial); and

WHEREAS, on the ____ day of _____, 2018, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to allow the rezoning.

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 rezoning 2508 North Jefferson, legally described as:

Parcels: 48495010010, 48152000010 and 48152000020. 18-76-23 Langfitt Sub Div Lot 1
Ex Hwy

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: 11/05/2018

Subject

Resolution Nunc Pro Tunc correcting and amending a scrivener's error in Resolution 2018-152 approving and authorizing execution of a Development Agreement by and between the City of Indianola and JK Management LLC D/B/A Kappelman Appliance

Information

In your packet is the resolution correcting and amending a scrivener's error in Resolution 2018-152 approving and authorizing execution of a Development Agreement (packet) by and between the City of Indianola and JK Management LLC DBA Kappelman Appliance.

This Resolution Nunc Pro Tunc is correcting the scrivener's error in identifying the correct legal description.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Amended Development Agreement

Amended Minimum Assessment Agreement

Amended Special Warranty Deed

RESOLUTION #2018-_____

**RESOLUTION NUNC PRO TUNC CORRECTING AND AMENDING A
SCRIVENER'S ERROR IN RESOLUTION 2018-152 APPROVING AND
AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY
AND BETWEEN THE CITY OF INDIANOLA AND JK MANAGEMENT
LLC D/B/A KAPPELMAN APPLIANCE**

WHEREAS, the Indianola City Council has adopted the Urban Revitalization Plan ("Plan") designating a portion of the City as an urban revitalization area pursuant to the City's powers under Chapter 404 of the Code; and

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

WHEREAS, the City had received a proposal from JK Management LLC d/b/a Kappelman Appliance (the "Developer") in the form of a proposed Development Agreement (the "Agreement"); and

WHEREAS, the original Resolution 2018-152 approving the Agreement contained a scrivener's error in identifying the legal description of the property identified as the Development Property and correcting the scrivener's error does not change the Council's intent in approving the Agreement; and

WHEREAS, the City Council has determined to adopt this Resolution Nunc Pro Tunc, correcting the scrivener's error in identifying the correct legal description as:

The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of Indianola, Iowa, in Warren County, Iowa, does hereby approve the attached Development Agreement with the corrected legal description for the Development Property.

ADOPTED this ____ day of November, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Type of Document: **AMENDED AND RERECORDED DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA, IOWA AND JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE**

RETURN TO: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266
Telephone: 515-274-1450

PREPARED BY: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266
Telephone: 515-274-1450

Grantor(s):
City of Indianola, Iowa

Grantee(s):
JK Management LLC d/b/a Kappelman
Appliance

Legal Description: The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

Book and Page Reference Numbers: **Instrument #: 2018-07347**

Amended and rerecorded to correct legal description of the property identified in the Development Agreement, the Special Warranty Deed and Minimum Assessment Agreement.

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

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

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

WITNESSETH:

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

The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

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

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

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

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

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

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Developer makes the following representations and warranties:

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

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

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

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

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

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

ARTICLE II. SALE OF DEVELOPMENT PROPERTY

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

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

Section 2.3. Due Diligence. For a period of sixty (60) days following the execution of this Agreement (the “Due Diligence Period”), Developer may perform investigations and inspections necessary to complete due diligence for the Development Property and its intended use of the Development Property, limited to the following:

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

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

Section 2.4. Real Estate Taxes and Special Assessments.

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

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

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

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

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

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

Section 2.7. Condition of the Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property “As Is” And, subject to Section 2.9, below, with respect to title, nothing in this Agreement shall be construed to require the City to remedy any condition of the Development Property. Except as expressly provided in this Agreement, the

City makes no warranties or representations as to the condition of the Development Property. Developer will have conducted an inspection of the Development Property during the Due Diligence Period and waives all claims against the City as to the condition of the Development Property.

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

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

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

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

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

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

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

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

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

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

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

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

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

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

ARTICLE IV. DEFAULT AND REMEDIES

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

- (a) Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;
- (b) Transfer of Developer’s interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- (c) Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;
- (d) Failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement;
- (e) The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;
- (f) Developer shall:
 - (i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - (ii) make an assignment for the benefit of its creditors; or

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

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

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

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

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

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

ARTICLE V. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

and the Developer has caused this Agreement to be duly executed on or as of the ____ day of September 2018.

(SEAL)

CITY OF INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

Notary Public in and for said State

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

**JK MANAGEMENT LLC D/B/A KAPPELMAN
APPLIANCE**

STATE OF IOWA)
)SS
COUNTY OF WARREN)

On this _____ day of September 2018, before me the undersigned, a Notary Public in
and for said State, personally appeared _____, to me personally known.

Notary Public in and for said County and State

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

EXHIBIT A

EXHIBIT B

SPECIAL WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Taxpayer Information:

JK MANAGEMENT LLC D/B/A KAPPELMAN APPLIANCE

Indianola, IA 50125

Return Document To:

Grantors: City of Indianola, Iowa

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

Indianola, IA 50125

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SPECIAL WARRANTY DEED

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

The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

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

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

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

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

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

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

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

Dated: _____
CITY OF INDIANOLA

By _____
Mayor

By _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN:

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

NOTARY PUBLIC IN AND FOR SAID STATE

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH

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

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

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

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

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

1. The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by \$225,000 beginning on January 1, 2020.

2. To the extent that, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the Warren County Auditor to be less than the actual valuation shown above, the actual valuation figure listed for such year shall be adjusted in such manner to produce a taxable valuation figure equal to the minimum actual valuation figure listed for such year.

3. In accordance with Section 403.6 of the Code of Iowa, this Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Developer from seeking administrative or legal remedies to reduce the actual value assigned by the Assessor, except that the Developer shall not seek to have the actual value reduced below the minimum actual values set out in paragraph 1 of this Agreement.

4. This Agreement shall be promptly recorded with the Warren County Recorder.

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

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

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

CITY OF INDIANOLA, IOWA

By _____
Mayor

Attest:

City Clerk

(SEAL)

STATE OF IOWA)
) SS:
COUNTY OF WARREN)

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

Notary Public

JK MANAGEMENT LLC D/B/A KAPPELMAN
APPLIANCE

STATE OF IOWA)
)
COUNTY OF WARREN)

On this ____ day of _____, 2018, before me the undersigned, a Notary
Public in and for the State of Iowa personally appeared _____.

Notary Public

CERTIFICATION BY ASSESSOR

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

County Assessor for Warren County, State
of Iowa

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

Notary Public

EXHIBIT A

The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

WHEN RECORDED RETURN TO:

City of Indianola, IA
Attn: Diana Bowlin
110 North 1st Street
Indianola, IA 50125

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

MINIMUM ASSESSMENT AGREEMENT

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

WITNESSETH

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

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

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

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

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

1. The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by \$225,000 beginning on January 1, 2020.

2. To the extent that, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the Warren County Auditor to be less than the actual valuation shown above, the actual valuation figure listed for such year shall be adjusted in such manner to produce a taxable valuation figure equal to the minimum actual valuation figure listed for such year.

3. In accordance with Section 403.6 of the Code of Iowa, this Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Developer from seeking administrative or legal remedies to reduce the actual value assigned by the Assessor, except that the Developer shall not seek to have the actual value reduced below the minimum actual values set out in paragraph 1 of this Agreement.

4. This Agreement shall be promptly recorded with the Warren County Recorder.

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

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

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

[Remainder of Page Left Intentionally Blank]

CITY OF INDIANOLA, IOWA

By _____
Mayor

Attest:

City Clerk

(SEAL)

STATE OF IOWA)
)
COUNTY OF WARREN) SS:

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

Notary Public

JK MANAGEMENT LLC D/B/A KAPPELMAN
APPLIANCE

STATE OF IOWA)
)
COUNTY OF WARREN)

On this ____ day of _____, 2018, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared _____.

Notary Public

CERTIFICATION BY ASSESSOR

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

County Assessor for Warren County, State
of Iowa

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

Notary Public

EXHIBIT A

The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

WHEN RECORDED RETURN TO:

City of Indianola, IA
Attn: Diana Bowlin
110 North 1st Street
Indianola, IA 50125

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

SPECIAL WARRANTY DEED

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

The South One-half of the 12 foot wide North/South alley in Block 18, Jones and Windles Addition, Indianola, Warren County, Iowa AND the South 6.0 feet of the East 50.0 feet of the West 150.0 feet of the East-West alley in Block 18, Jones and Windles Addition, City of Indianola, Iowa AND Lot 9 in Block 18 in Jones and Windles Addition to Indianola, Warren County, Iowa.

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

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

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

described real estate shall terminate on the date Developer commences construction of the Minimum Improvements. These conditions shall run with the land.

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

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

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

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

Dated: _____

CITY OF INDIANOLA

By _____
Mayor

By _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN:

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

NOTARY PUBLIC IN AND FOR SAID STATE

Meeting Date: 11/05/2018

Subject

Resolution accepting the final plat of Deer Creek 2, all public improvements, four year maintenance bonds for underground utilities and pavement, overflow flowage easement, public sanitary sewer easement, warranty deed and partial release of real estate mortgage

Information

Council will need to approve the resolution (packet) approving the final plat of Deer Creek 2 including the following:

- Maintenance bonds for the underground utilities and pavement
- Public overflow easement and Public Sanitary Sewer Easement
- Warranty deed and partial release of real estate mortgage

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Deer Creek Plat 2 Info

Deer Creek Plat 2

Warren Co Auditor Info

RESOLUTION

RESOLUTION APPROVING THE FINAL PLAT OF DEER CREEK PLAT 2 AND ACCEPTING ALL PUBLIC IMPROVEMENTS, FOUR YEAR MAINTENANCE BONDS FOR UNDERGROUND UTILITIES AND PAVEMENT, OVERFLOW FLOWAGE EASEMENT, PUBLIC SANITARY SEWER EASEMENT, WARRANTY DEED AND PARTIAL RELEASE OF REAL ESTATE MORTGAGE

WHEREAS, the Planning and Zoning Commission of the City of Indianola, Iowa, recommended approval of the final plat for Deer Creek Plat 2 on the 15th day of May 2018; and

WHEREAS, the maintenance bonds for underground utilities, the legal documents including overflow flowage easement, public sanitary easement, warranty deed and partial release of real estate mortgage, have been submitted by the Developer.

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

1. That the final plat for Deer Creek Plat 2 Final Plat is hereby approved;
2. That the maintenance bonds for the underground utilities and pavement are hereby accepted;
3. That the Public Overflow Easement and Public Sanitary Sewer Easement are hereby accepted;
4. That the warranty deed and partial release of real estate mortgage are hereby accepted.

PASSED AND APPROVED this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS

September 27, 2018

City of Indianola
Community Development Department
110 N. 1st Street
Indianola, Iowa 50125

Attn: David Churchill

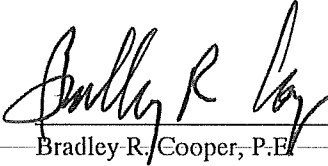
RE: **Deer Creek Plat 2**

This letter is written to confirm that all public improvements associated with Deer Creek Plat 2 have been constructed in compliance with the City of Indianola and IMU specifications.

If you have questions, or need additional information, please feel free to call.

Sincerely,

COOPER CRAWFORD & ASSOCIATES, LLC.

 9-27-18
Bradley R. Cooper, P.E. Date

MAINTENANCE BOND

Bond No. IAC588072

KNOW ALL MEN BY THESE PRESENTS:

That, Sternquist Construction, Inc. of Indianola, Iowa
as Principal, and the Merchants Bonding Company (Mutual) as Surety,
are held and firmly bound unto City of Indianola, Iowa in the
penal sum of Two Hundred Fifteen Thousand Four Hundred Thirty And No/100THS (\$ \$215,430.00)

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made,
the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with Trost Development Services

To furnish all the material and labor necessary for the construction of

5,010 SY 7" PCC Pavement In connection with Deer Creek Plat 2, Indianola, IA

in Indianola, Iowa In conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in
indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in
said work within a period of Four (4) years from the date of acceptance of the work
under said contract; and

Whereas, the said Merchants Bonding Company (Mutual) for a valuable consideration,
has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Indianola, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost
and expense, remedy any and all defects that may develop in said work within the period
of Four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all work
in continuous good repair during said period, and shall in all other respects, comply with all the terms and
conditions of said contract with respect to maintenance and repair of said work, then this obligation to be
null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 31st
day of July, 2018

Sternquist Construction, Inc.

Principal
By: [Signature]

Merchants Bonding Company (Mutual)

Surety
By: [Signature]
Dione R. Young Attorney-in-Fact

MERCHANTS
BONDING COMPANY™
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,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

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 23rd day of April, 2018.



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

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of April, 2018, 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
Commission Number 767430
My Commission Expires
April 1, 2020

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 31st day of July, 2018.



William Warner Jr.
Secretary

MAINTENANCE BOND

Bond No. NIA2410

KNOW ALL MEN BY THESE PRESENTS:

That, Sandstone Management Ltd. of Carlisle, Iowa
as Principal, and the Merchants National Bonding, Inc. as Surety,
are held and firmly bound unto City of Indianola, Iowa in the
penal sum of Three Hundred Thirty-seven Thousand Eighty-one And 20/100 (\$ \$337,081.20)

Dollars, lawful money of the United States of America, for the payment of which, well and truly to be made,
the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors
and assigns, jointly and severally, firmly by these presents.

Whereas, the said Principal entered into a certain contract, with Diligent Deer Creek, LLC

To furnish all the material and labor necessary for the construction of
Underground Utilities as per Attachment "A" in connection with Deer Creek Plat 2

in Indianola, Iowa in conformity with certain specifications; and

Whereas, a further condition of said contract is that the said Principal should furnish a bond in
indemnity, guaranteeing to remedy any defects in workmanship or materials that may develop in
said work within a period of Four (4) years from the date of acceptance of the work
under said contract; and

Whereas, the said Merchants National Bonding, Inc. for a valuable consideration,
has agreed to join with said Principal in such bond or guarantee, indemnifying said
City of Indianola, Iowa

Now, therefore, the condition of this obligation is such, that if the said Principal shall, at his own cost
and expense, remedy any and all defects that may develop in said work within the period
of Four (4) years from the date of acceptance of the work under said contract, by
reason of bad workmanship or poor material used in the construction of said work, and shall keep all work
in continuous good repair during said period, and shall in all other respects, comply with all the terms and
conditions of said contract with respect to maintenance and repair of said work, then this obligation to be
null and void; otherwise to be and remain in full force and virtue in law.

In Witness whereof, we have hereunto set our hands and seals this 7th
day of September, 2018

Sandstone Management Ltd.

Principal

By: [Signature]

Merchants National Bonding, Inc.

Surety

By: [Signature]

Dione R. Young

Attorney-in-Fact

ATTACHMENT "A"

DESCRIPTION OF WORK:	LFT	LGTH	WDTH	DPTH	CYD	SFT	TON	\$ LFT	\$ CYD	\$ SFT	\$ UNITS	\$ TON	TOTAL	BID TOTAL
<u>SANITARY SEWER</u>														
8-INCH SANITARY SEWER (PLAN QUANTITY DIFFERENCE)					0.0	0.0	948.00	0.00			\$43.90		\$41,617.20	\$41,617.20
TYPE 'SW-301' MANHOLE (PLAN QUANTITY DIFFERENCE)					0.0	0.0	5.00	0.00			\$4,633.00		\$23,165.00	\$23,165.00
TYPE SW '70' STD DROP CONNECTION					0.0	0.0	1.00	0.00			\$8,864.00		\$8,864.00	\$8,864.00
SERVICES					0.0	0.0	23.00	0.00			\$1,831.00		\$42,113.00	\$42,113.00
<u>WATER MAIN</u>														
8-INCH WATER MAIN (PLAN QUANTITY DIFFERENCE)					0.0	0.0	1,200.00	0.00			\$22.12		\$26,544.00	\$26,544.00
8-INCH VALVE					0.0	0.0	4.00	0.00			\$1,453.00		\$5,812.00	\$5,812.00
8"X8"X8" TEE					0.0	0.0	1.00	0.00			\$802.00		\$802.00	\$802.00
HYDRANT, TEE & 6-INCH VALVE					0.0	0.0	3.00	0.00			\$4,511.00		\$13,533.00	\$13,533.00
HYDRANT & 6-INCH VALVE					0.0	0.0	1.00	0.00			\$4,216.00		\$4,216.00	\$4,216.00
8-INCH 11 1/4 BEND (PLAN QUANTITY DIFFERENCE)					0.0	0.0	5.00	0.00			\$569.00		\$2,845.00	\$2,845.00
SERVICES					0.0	0.0	23.00	0.00			\$1,455.00		\$33,465.00	\$33,465.00
<u>STORM SEWER</u>														
8-INCH FOOTING DRAIN					0.0	0.0	580.00	0.00			\$30.09		\$17,452.20	\$17,452.20
15-INCH RCP CL III (PLAN QUANTITY DIFFERENCE)					0.0	0.0	720.00	0.00			\$60.49		\$43,552.80	\$43,552.80
TYPE 'SW-401' MANHOLE					0.0	0.0	6.00	0.00			\$3,249.00		\$19,494.00	\$19,494.00
TYPE 'SW-501' INTAKE					0.0	0.0	3.00	0.00			\$2,727.00		\$8,181.00	\$8,181.00
TYPE 'SW-503' INTAKE					0.0	0.0	2.00	0.00			\$5,230.00		\$10,460.00	\$10,460.00
CLEANOUT					0.0	0.0	1.00	0.00			\$856.00		\$856.00	\$856.00
SERVICES					0.0	0.0	23.00	0.00			\$1,483.00		\$34,109.00	\$34,109.00
* WE HAVE INCLUDED 4 YEAR BONDING, PER CITY OF INDIANOLA PUBLIC WORKS													TOTAL: \$337,081.20	\$337,081.20

MERCHANTS
BONDING COMPANY™
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,

Anne Crowner; Brian M Deimerly; Cameron M Burt; Cindy Bennett; Craig E Hansen; Dana Wiebers; Dione R Young; Jay D Freiermuth; Jody Decker; Kami Brower; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Seth D Rooker; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh; Wendy A Casey

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.

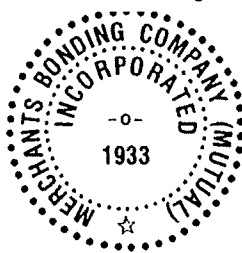
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, 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 23rd day of April, 2018.



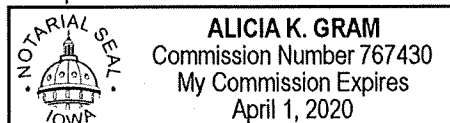
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of April, 2018, 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.



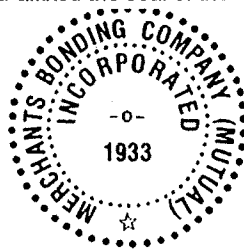
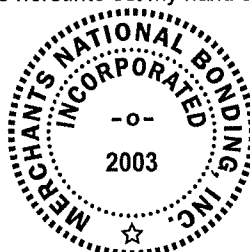
Alicia K. Gram

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 7th day of September, 2018.



William Warner Jr.

Secretary

Prepared by: Jacob M. Oeth, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312
(515) 279-9059

Return to: City Clerk, City of Indianola, 110 N 1st St, Indianola, IA 50125

PUBLIC SANITARY SEWER EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **DILIGENT DEER CREEK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Deer Creek Plat 2, an Official Plat in Indianola, Warren County, Iowa, and owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF INDIANOLA, IOWA**, a municipal corporation (the "City"), a permanent and perpetual sanitary sewer easement (the "Easement") and right-of-way under, over, on, through, across and within the following described real estate:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area"), for the purpose of the City locating and constructing sanitary sewer facilities upon the Easement Area and thereafter to use, reconstruct, inspect, repair, replace, enlarge, improve, grade, maintain and service the sanitary sewer improvements together with all necessary structures and appurtenances thereto under, over, on, through, across and within the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **OBSTRUCTIONS PROHIBITED.** No fence, building, structure or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.

2. **CHANGE OF GRADE PROHIBITED.** No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement as herein described, including but not limited to, the right to remove any

unauthorized structures, obstructions and plantings placed or erected on the Easement Area, and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose.

4. **PROPERTY TO BE RESTORED.** The City shall restore the Easement Area to substantially the same condition as prior to the time of entry or as agreed upon by the City and Grantor, provided, however, that the City's duty of restoration shall be limited to grading, seeding of grassy areas disturbed by the work, repavement if the Easement crosses a paved area such as a sidewalk or driveway and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace any other thing located or existing within the Easement Area including, but not limited to, landscaping, trees, shrubs, landscape elements, structures or underground water systems, nor shall the City be required to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration of the Easement Area.

5. **MAINTENANCE.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his or her property in good repair and condition at all times, and shall not plant nor permit to grow any trees or other vegetative growth which might reasonably be expected to obstruct or impair usage of the Easement. The City shall not be responsible whatsoever for any maintenance or upkeep of the land located within the Easement Area. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.

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

7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, the owners of the property abutting the Easement Area, and the owners of property lying within the City.

8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

Grantor does HEREBY COVENANT with the City that Grantor holds said real estate described in this Easement by title in fee simple; that Grantor has good and lawful authority to convey the same; and Grantor covenants to WARRANT AND DEFEND the Easement Area against the claims of all persons whomsoever.

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

Dated October 5, 2018.

DILIGENT DEER CREEK, LLC

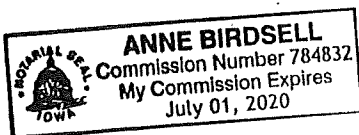
By: Diligent Development Group, LLC, its Manager

By: _____

David A. Brown, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on October 5, 2018, by David A. Brown, as Manager of Diligent Development Group, LLC, Manager of Diligent Deer Creek, LLC.



By: _____

Notary Public

ACCEPTANCE BY CITY OF INDIANOLA, IOWA

I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Indianola by Resolution passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in such Resolution.

Signed this _____ day of _____, 2018.

Diana Bowlin
City Clerk of the City of Indianola, Iowa

EXHIBIT "A"
SANITARY SEWER EASEMENT

A 10.00 feet Public Sanitary Sewer Easement located in Deer Creek Plat 2, an Official Plat, City of Indianola, Warren County, Iowa, that is centered on a line described as follows:

Commencing at the Southwest corner of Lot 6; thence N43°03'04"W, 15.47 feet along the Southwest Lot line of said Lot 6 to the Point of Beginning; thence N46°56'56"E, 294.34 feet to the point of terminus.

And

Commencing at the Southeast corner of Outlot Y; thence N00°14'35"E, 208.98 feet along the East line of said plat and Outlot Y to the Point of Beginning; thence S18°10'06"W, 216.51 feet to the point of terminus.

AND

A 15.00 feet Public Sanitary Sewer Easement located in Deer Creek Plat 2, an Official Plat, City of Indianola, Warren County, Iowa, that is centered on a line described as follows:

Commencing at the Northwest corner of Lot 19; thence S89°22'43"E, 39.61 feet along the North Lot line of said Lot 19 to the Point of Beginning; thence S01°09'00"W, 93.82 feet; thence S36°57'25"E, 392.03 feet; thence S46°56'47"E, 207.55 feet to the Southeast line of Lot 23 and to the point of terminus.

AND

A 5.00 feet Public Sanitary Sewer Easement located in Deer Creek Plat 2, an Official Plat, City of Indianola, Warren County, Iowa, that is centered on a line described as follows:

Commencing at the Northwest corner of Lot 19; thence S89°22'43"E, 69.62 feet along the North Lot line of said Lot 19 to the Point of Beginning; thence S01°09'00"W, 83.74 feet; thence S36°57'25"E, 379.05 feet; thence S46°56'47"E, 191.67 feet to the Southeast line of Lot 23 and to the point of terminus.

And

Commencing at the Southeast corner of Lot 10; thence N63°32'23"W, 13.31 feet along the South Lot line of said Lot 10 to the Point of Beginning; thence N00°01'00"E, 137.96 feet; thence N46°54'39"E, 132.58 feet to the Northwest line of Lot 11 and to the point of terminus.

And

Commencing at the Southeast corner of Lot 10; thence N63°32'23"W, 41.23 feet along the South Lot line of said Lot 10 to the Point of Beginning; thence N00°01'00"E, 114.68 feet; thence N46°54'39"E, 112.74 feet to the Northwest line of Lot 11 and to the point of terminus.

AND

A Public Sanitary Sewer Easement located in Deer Creek Plat 2, an Official Plat, City of Indianola, Warren County, Iowa, that is more particularly described as follows:

Commencing at the Southeast corner of Lot 9; thence N67°54'35"W, 32.73 feet along the South Lot line of said Lot 9 to the Point of Beginning; thence S46°56'56"W, 263.84 feet to the Southeast line of Lot 7; thence Southwesterly 19.31 feet on a curve to the right having a chord length of 19.18 feet, radius of 49.00 feet, and chord bearing of S35°39'44"E; thence S46°56'56"E, 113.56 feet to a curve to the left, said curve having a chord length of 59.14 feet, radius of 280.00 feet, and chord bearing of S40°53'12"W, thence S46°56'56"W, 68.02 feet to the Southeast line of Lot 9; thence N67°54'35"W, 11.02 feet along said line to the Point of Beginning.

Prepared by: Jacob M. Oeth, Hogan Law Office, 3101 Ingersoll Ave., Ste. 103, Des Moines, IA 50312
(515) 279-9059

Return to: City Clerk, City of Indianola, 110 N 1st St, Indianola, IA 50125

OVERLAND FLOWAGE EASEMENT

KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, **DILIGENT DEER CREEK, LLC**, an Iowa limited liability company ("Grantor"), owner and developer of Deer Creek Plat 2, an Official Plat in Indianola, Warren County, Iowa, and owner of the Easement Area hereinafter described, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby convey unto the **CITY OF INDIANOLA, IOWA**, a municipal corporation (the "City"), a permanent and perpetual overland flowage easement (the "Easement") and right-of-way upon, over, under, through and across the real property legally described as:

SEE EXHIBIT "A" ATTACHED HERETO

(the "Easement Area") for the purpose of Grantor locating surface water flowage over and across the Easement Area and to allow the City to enter upon the Easement Area as shall be necessary to construct, reconstruct, inspect, repair, replace, enlarge, improve, grade and maintain the surface of the Easement Area in a manner that will permit the free and unobstructed flow of surface water over the Easement Area.

This Easement shall be subject to the following terms and conditions:

1. **ERECTION OF STRUCTURES AND OBSTRUCTIONS PROHIBITED.** No fence, building, structure or other obstruction of any kind whatsoever shall be erected or permitted upon or within the Easement Area without obtaining the prior written consent of the City.
2. **CHANGE OF GRADE PROHIBITED.** Grantor agrees to keep and maintain the grading and elevations of the Easement Area, including drainage way and detention basin improvements, in accordance with the engineering plan approved by the City. No change of the grade, elevation or contour of any part of the Easement Area shall be permitted without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of Grantor.

3. **RIGHT OF ACCESS.** The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement as herein described, including but not limited to, the right to remove any unauthorized structures, obstructions and plantings placed or erected on the Easement Area, and the right to improve, repair, and maintain the Easement in whatever manner necessary and consistent with its purpose. The City shall have the right, but not the obligation, to remove drainage obstructions from the Easement Area.
4. **MAINTENANCE.** The owner or occupant of each parcel of property upon which the Easement Area is located shall keep and preserve that portion of the Easement Area within his or her property free and clear of trees, shrubs, bushes, brush, trash, debris, weeds, undergrowth, objects, landscape elements, dirt fill and other vegetative growth and obstructions, or affect grades in any manner which may interfere, obstruct or impede the flow of water or affect required detention basin volumes in the Easement Area. The City shall not be responsible for any maintenance or upkeep of the land located within the Easement Area, including but not limited to, maintaining the grade and elevation thereof, and that responsibility shall remain with the owners. The City may, however, perform such maintenance should it determine in its sole discretion such maintenance is needed.
5. **PROPERTY TO BE RESTORED.** The nature and purpose of this Easement requires the free flow of water over and across the Easement Area and, in the event that the City undertakes any work in the Easement Area, the City's duty of restoration shall be limited to grading, seeding of grassy areas disturbed by the work, repavement if the Easement crosses a paved area such as a sidewalk or driveway and removal of all debris and equipment used by the City in connection with the work performed in the Easement Area. The City shall not be required to replace trees, shrubs, landscape elements, structures or underground water systems located within the Easement Area nor shall the City be required to restore the Easement Area by reason of settlement, depression, or any unknown conditions which arise subsequent to the restoration of the Easement Area.
6. **LIABILITY.** Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage to any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold the City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.
7. **EASEMENT BENEFIT.** This Easement shall be for the benefit of the City, the owners of the property abutting the Easement Area, and the owners of property lying within the City.
8. **EASEMENT RUNS WITH LAND.** This Easement shall be deemed to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

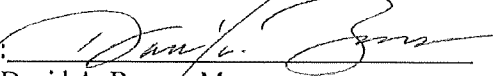
Grantor does HEREBY COVENANT with the City that (i) Grantor holds said real estate described in this Easement by title in fee simple; (ii) that Grantor has good and lawful authority to convey the same; and (iii) said Grantor covenants to WARRANT AND DEFEND the Easement Area against the claims of all persons whomsoever.

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

Dated October 5, 2018.

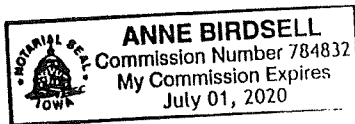
DILIGENT DEER CREEK, LLC

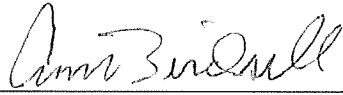
By: Diligent Development Group, LLC, its Manager

By: 
David A. Brown, Manager

STATE OF IOWA, COUNTY OF POLK:

This record was acknowledged before me on October 5, 2018, by David A. Brown, as Manager of Diligent Development Group, LLC, Manager of Diligent Deer Creek, LLC.



By: 
Notary Public

ACCEPTANCE BY CITY OF INDIANOLA, IOWA

I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the above and foregoing easement was duly approved and accepted by the City Council of the City of Indianola by Resolution passed on the _____ day of _____, 2018, and this certificate is made pursuant to authority contained in such Resolution.

Signed this _____ day of _____, 2018.

Diana Bowlin
City Clerk of the City of Indianola, Iowa

EXHIBIT "A"
OVERLAND FLOWAGE EASEMENT

Outlots A, B, C, D, E, F, G, H and I of Deer Creek Plat 2, an Official Plat in Indianola, Warren County, Iowa.

AND

The North 7.50 feet of Lot 11 of Deer Creek Plat 2, an Official Plat in Indianola, Warren County, Iowa.

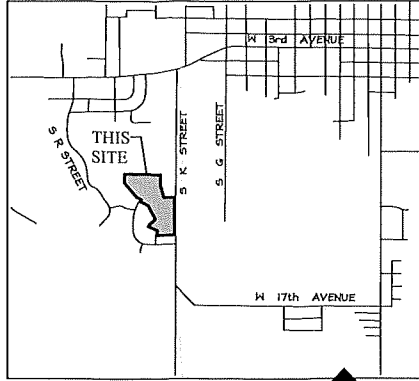
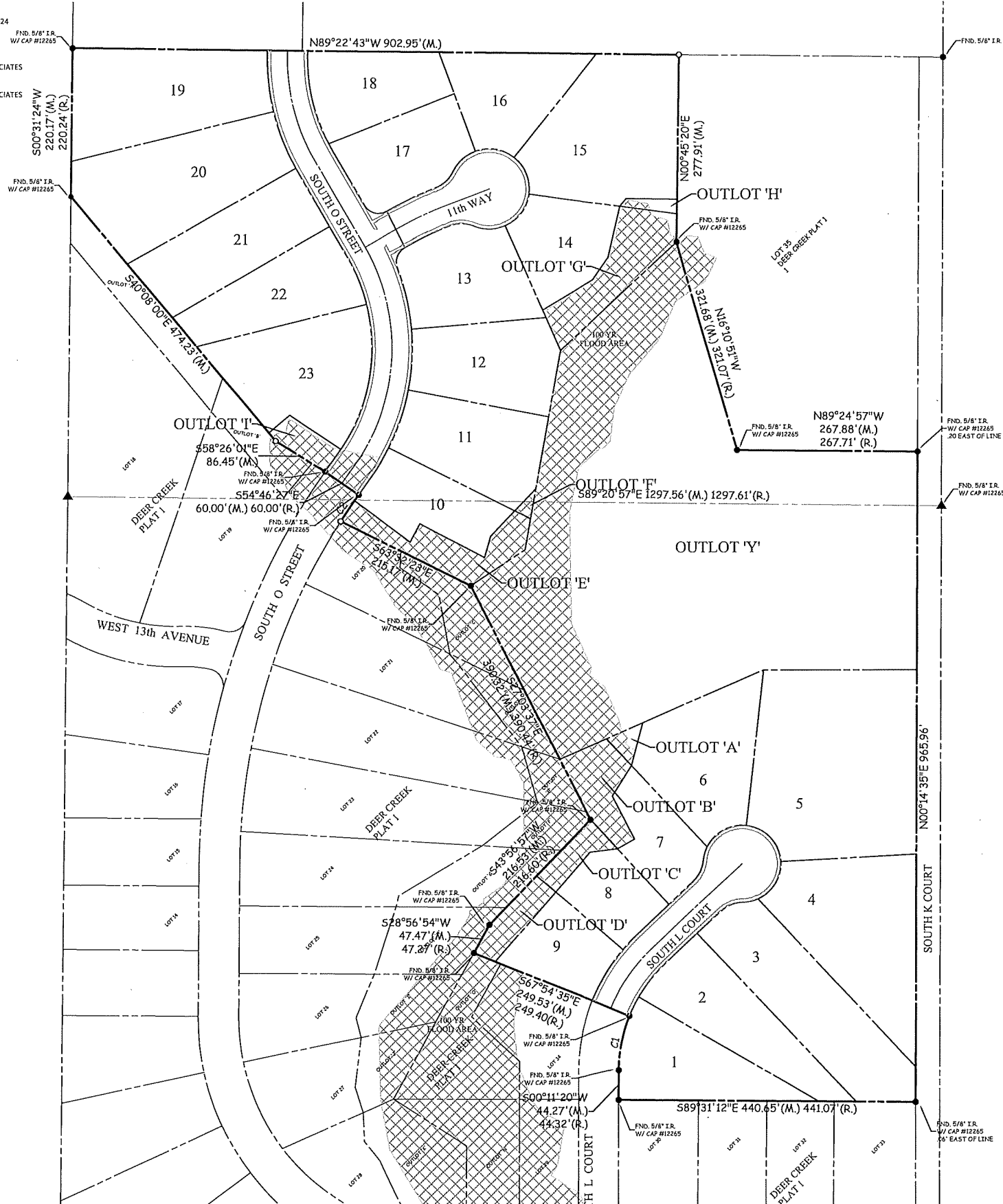
AND

The South 7.50 feet of Lot 12 of Deer Creek Plat 2, an Official Plat in Indianola, Warren County, Iowa.

INDEX LEGEND

LOCATION : E 1/2 NE 1/4 SECTION 35-76-24
REQUESTOR: DILIGENT DEER CREEK LLC
PROPRIETOR: DILIGENT DEER CREEK LLC
SURVEYOR: KEVEN J. CRAWFORD
SURVEYOR COMPANY: COOPER CRAWFORD & ASSOCIATES
475 S 50th ST., STE. 800,
WDM, IA 50265
COOPER CRAWFORD & ASSOCIATES

RETURN TO:



VICINITY SKETCH

NORTH
NO SCALE

FINAL PLAT
**DEER CREEK
PLAT 2**

OWNER / DEVELOPER
DILIGENT DEER CREEK, LLC
12119 STRATFORD DR.
CLIVE, IA 50325
515-309-0705

ZONING

R1 SINGLE FAMILY DWELLING

SETBACKS

FRONT YARD: 30'
REAR YARD: 35'
SIDE YARD: 10' ONE STORY
10' TWO OR MORE STORIES
25' SIDE STREET CORNER LOT

UTILITIES

SANITARY SEWER - CITY OF INDIANOLA
WATER - INDIANOLA MUNICIPAL UTILITIES

LEGAL DESCRIPTION

OUTLOT 'Z', DEER CREEK PLAT 1, AN OFFICIAL PLAT, CITY OF INDIANOLA, WARREN COUNTY, IOWA.

SAID TRACT OF LAND CONTAINS 24.58 ACRES MORE OR LESS.

SAID TRACT OF LAND BEING SUBJECT TO ANY AND ALL EASEMENTS OF RECORD.

FLOOD HAZARD INFORMATION

MAP #19181C 0285 E DATED: 3/02/2009

ZONE 'A' - SPECIAL HAZARD AREA WITHOUT BASE FLOOD ELEVATION

REVISED FLOOD ZONE BASED ON CLOMR-F, CASE # 17-07-0716C

NOTES

- LOT A, LOT B, AND LOT C TO BE DEDICATED TO THE CITY FOR USE AS PUBLIC STREETS AFTER PLAT APPROVAL AND IN CONJUNCTION WITH PLAT RECORDING.
- INSTALLATION OF PUBLIC SIDEWALK TO OCCUR AT THE TIME OF INDIVIDUAL LOT DEVELOPMENT. SIDEWALKS ARE REQUIRED ON BOTH SIDES OF THE STREET.
- THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 10,000.
- EACH LOT IN THIS PLAT HAS AN ERROR OF CLOSURE OF LESS THAN 1 IN 5,000.
- ALL LOT CORNERS SHALL BE SET WITHIN ONE YEAR OF RECORDING.
- BEARINGS BASED ON AN ASSUMED BEARING.
- COMPLIANCE WITH IDNR STANDARDS FOR SOIL EROSION TECHNIQUES WILL BE MET.

LEGEND

- PLAT BOUNDARY
- SECTION CORNER
- FOUND CORNER, AS NOTED
- SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
- I.R. IRON ROD
- G.P. GAS PIPE
- D. DEEDED DISTANCE
- M. MEASURED DISTANCE
- R. PREVIOUSLY RECORDED DISTANCE
- P.U.E. PUBLIC UTILITY EASEMENT
- ADDRESS
- B.S.L. BUILDING SETBACK LINE
- M.O.E. MINIMUM OPENING ELEVATION
- M.P.E. MINIMUM PROTECTION ELEVATION
- N.R. NOT RADIAL

CERTIFICATIONS

	I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION, AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
KEVEN J. CRAWFORD, P.L.S. IOWA LICENSE NO. 13156 MY LICENSE RENEWAL DATE IS DECEMBER 31, 2018 PAGES OR SHEETS COVERED BY THIS SEAL: SHEETS 1-3	

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

	DATE: 4-16-2018 REVISIONS:	JOB NUMBER CC 1847
APPROVED: (X-X-2003) INITIALS: XXX AS-BUILT: (X-X-2003)	SHEET 1 OF 3	

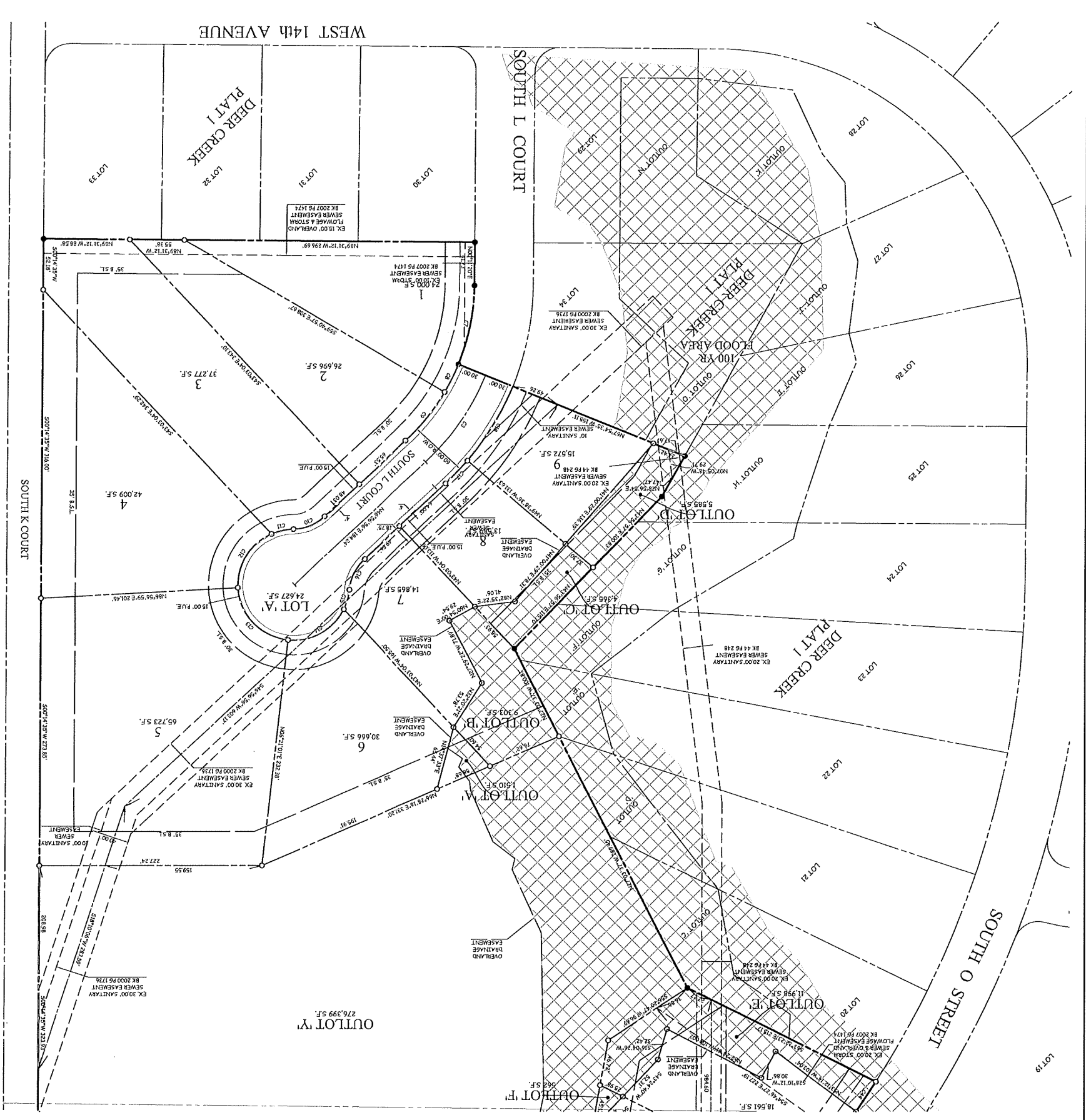
CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD
C1	021°34'11"	220.00	92.82	41.91	82.34
C2	002°47'18"	970.00	47.19	23.60	47.19
C3	024°51'31"	250.00	108.47	55.10	107.62
C4	065°13'33"	300.00	341.52	191.95	323.38
C5	030°37'17"	300.00	160.33	82.13	158.43
C6	009°00'00"	500.00	78.54	39.35	78.46
C7	022°13'58"	220.00	85.37	43.23	84.83
C8	008°13'38"	220.00	31.59	15.62	31.56
C9	016°37'53"	220.00	63.66	32.16	63.64
C10	041°49'00"	49.00	35.76	18.72	34.97
C11	022°39'24"	57.00	22.54	11.42	22.39
C12	049°09'33"	57.00	68.80	39.29	64.70
C13	080°39'58"	57.00	80.18	48.34	73.73
C14	070°11'33"	57.00	69.81	40.05	69.54
C15	021°01'31"	57.00	20.92	10.58	20.80
C16	041°49'00"	49.00	35.76	18.72	34.97
C17	006°35'32"	280.00	32.22	16.13	32.20
C18	018°15'59"	280.00	89.27	45.02	88.89
C20	000°36'44"	970.00	10.37	5.18	10.37
C21	008°37'24"	330.00	49.67	24.88	49.62
C22	015°44'49"	330.00	90.70	45.64	90.41
C23	015°44'49"	330.00	90.70	45.64	90.41
C24	016°11'45"	330.00	93.18	46.95	92.97
C25	081°05'14"	25.00	35.18	21.38	32.50
C26	008°29'30"	470.00	71.63	35.58	70.96
C27	044°08'27"	46.50	35.82	18.65	34.94
C28	046°38'55"	59.50	48.44	25.65	47.12
C29	058°35'35"	59.50	60.85	33.39	58.23
C30	059°05'56"	59.50	61.37	33.73	58.69
C31	058°35'35"	59.50	60.85	33.39	58.23
C32	044°40'30"	59.50	46.19	24.45	45.23
C33	043°33'26"	46.50	35.15	18.58	34.50
C34	008°39'21"	530.00	80.07	40.11	79.99
C35	089°54'29"	25.00	39.23	24.96	35.33
C36	002°08'25"	270.00	10.09	5.04	10.09
C37	028°28'51"	270.00	134.21	68.52	132.84
C38	014°24'41"	330.00	83.00	41.72	82.78
C39	015°44'49"	330.00	90.70	45.64	90.41
C40	000°27'47"	330.00	2.67	1.33	2.67
C41	016°02'09"	270.00	75.57	38.03	75.32
C42	047°43'13"	270.00	224.85	119.42	218.43
C43	001°28'11"	270.00	6.93	3.46	6.93
C44	002°10'32"	970.00	76.83	38.42	76.83



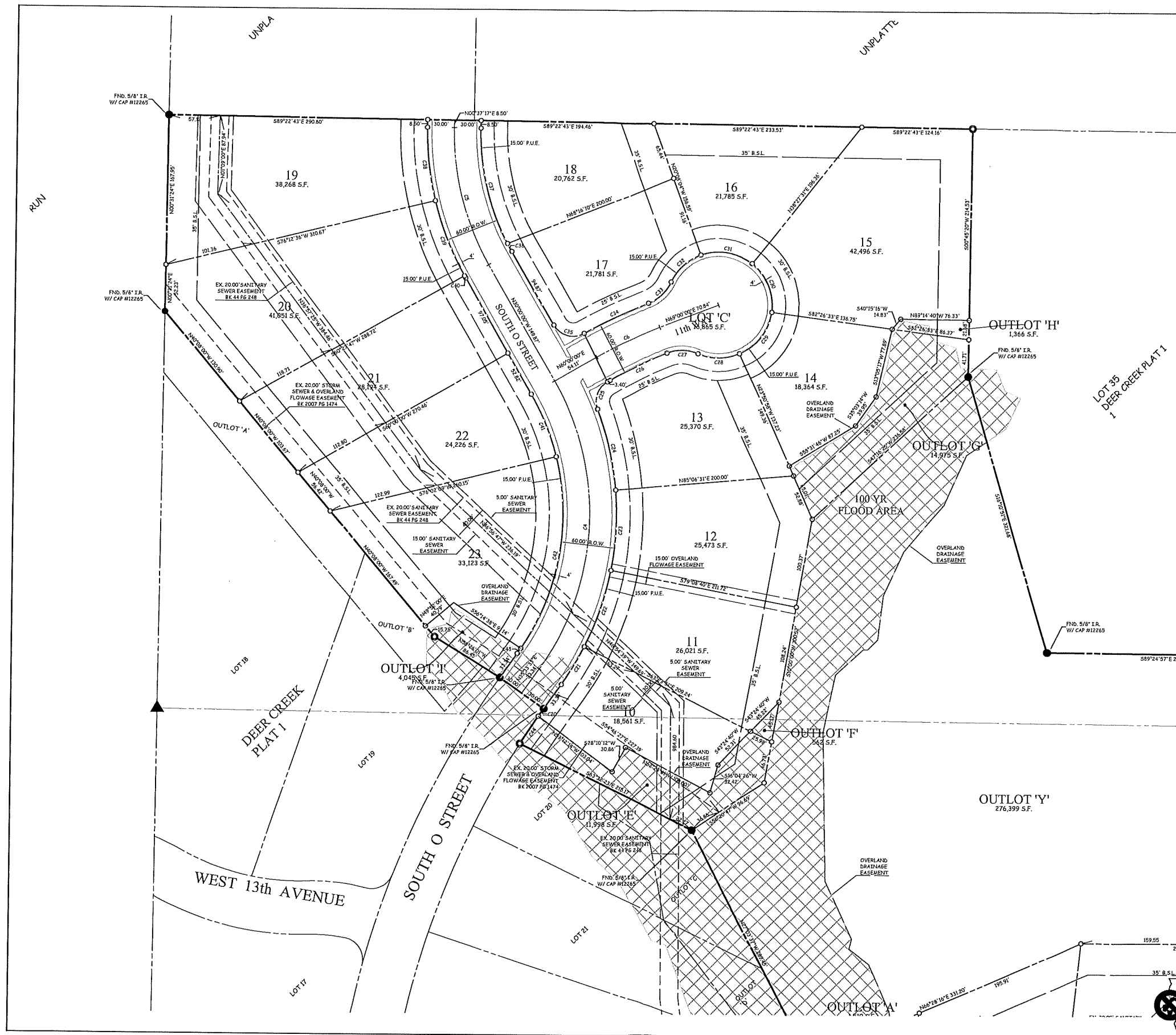
FINAL PLAT
DEER CREEK
PLAT 2

- LEGEND
- PLAT BOUNDARY
 - SECTION CORNER, AS NOTED
 - FOUND CORNER, AS NOTED
 - SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
 - IRON ROD
 - 6AS PIPE
 - MEASURED DISTANCE
 - PREVIOUSLY RECORDED DISTANCE
 - PUBLIC UTILITY EASEMENT
 - ADDRESS
 - B.S.L. 3333
 - BUILDING SETBACK LINE
 - MINIMUM OPENING ELEVATION
 - M.O.E.
 - M.F.E.
 - N.R.
 - NOT RADIAL

COOPER CRAWFORD & ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345
DATE: 4-16-2018
JOB NUMBER
CC 1847
SHEET 2 OF 3
DEER CREEK PLAT 2
FINAL PLAT
APPROVED: (X-X-2003) INITIAL: XXX AS-BUILT: (X-X-2003)



FINAL PLAT
DEER CREEK
PLAT 2



LEGEND	
▲	PLAT BOUNDARY
●	SECTION CORNER
○	FOUND CORNER, AS NOTED
○	SET CORNER 5/8" I.R. W/ YELLOW CAP #13156
I.R.	IRON ROD
G.P.	GAS PIPE
D.	DEEDED DISTANCE
M.	MEASURED DISTANCE
R.	PREVIOUSLY RECORDED DISTANCE
P.U.E.	PUBLIC UTILITY EASEMENT
3333	ADDRESS
B.S.L.	BUILDING SETBACK LINE
M.O.E.	MINIMUM OPENING ELEVATION
M.P.E.	MINIMUM PROTECTION ELEVATION
N.R.	NOT RADIAL

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

 SCALE: 1"=50' APPROVED: (X-X-2003) INITIALED: XXX AS-BUILT: (X-X-2003)	DATE: 4-16-2018 REVISIONS:	JOB NUMBER CC 1847
	FINAL PLAT DEER CREEK PLAT 2	SHEET 3 OF 3



FILED
TRACI VANDERLINDEN
WARREN COUNTY AUDITOR
2018 OCT -9 AM 9:58

**APPROVAL OF SUBDIVISION PLAT NAME
BY WARREN COUNTY**

The Warren County Auditor's Office has reviewed the final Subdivision Plat named:

Deer Creek Plat 2

Pursuant to Iowa Code §354.6(2) and §354.11(1)(e) (2017), the Auditor's Office approves the name of the subdivision named above, and has no objections to this subdivision plat being recorded.

Dated: 10/9/18, 2018

Signed: Traci VanderLinden

Prepared by & Return to: Jacob M. Oeth, Hogan Law Office, 3101 Ingersoll Ave., Suite 103, Des Moines, IA 50312 (515) 279-9059

TREASURER'S CERTIFICATE

THE UNDERSIGNED, acting pursuant to Iowa Code § 354.11(1)(f)(2017) hereby states that she is the duly elected and acting Treasurer of Warren County, Iowa, and that the real estate described as follows:

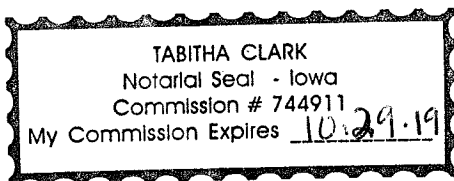
Outlot Z, Deer Creek Plat 1, an Official Plat, Indianola, Warren County, Iowa, is to be subdivided and platted as Deer Creek Plat 2, an Official Plat, Indianola, Warren County, Iowa; that the same is free from all certified taxes, special assessments, special rates and charges. Nor are there any taxes due for Moneys and Credits, Bushels of Grain, Industrial Machinery, Data Processing Equipment, Utilities or Buildings on Leased Land.

Dated October 11, 2018.

By: Julie Daugherty
County Treasurer of Warren County, Iowa

STATE OF IOWA, COUNTY OF WARREN:

This record was acknowledged before me on October 11, 2018, by Julie Daugherty, County Treasurer of Warren County, Iowa.



By: Tabitha Clark
Notary Public

Meeting Date: 11/05/2018

Subject

Resolution authorizing internal loan to fund urban renewal project costs in accordance with the development agreement with the 360 Group in Summercrest Hills Plat 4 and 5

Information

In your packet is the resolution authorizing an internal loan to fund urban renewal project costs. The City entered into a Development Agreement with the 360 Group for the construction of infrastructure improvements in Summercrest Hills Plat 4 and 5 as an urban renewal project in order to facilitate economic development in the Urban Renewal Area.

Under the terms of the Development Agreement, the Group is to develop the property to include a hotel, convenience store and multi-family complex with a combined assessed valuation of \$10 million to receive the full payments of the economic development grants of \$137,500.

The development has increased in valuation now with the completed construction of the Country Inn & Suites, Casey's Convenience Store and the Calamar 116-unit Apartment building.

According to the agreement, if the valuation is above \$10 Million as of January 1, the City shall add the pro rata amounts reduced from Payments 4 and 5 to Grants 6 and 7 in equal amounts. The total reduced amount in Grants 4 and 5 was \$81,189.74, which means that Grant Payments 6 and 7 would both be \$178,094.87.

Finance Director Andy Lent recommends payment #7 to the Three-Sixty Group LLC of \$178,094.87 (memo).

Roll call is in order.

Fiscal Impact

Attachments

November Memo

May Memo

Resolution



— FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, Director of Finance
CC: Ryan Waller, City Manager
Date: 5 November 2018
Re: SHDC Payment #7

Included with this memo is a memo to Council dated 21 May 2018 detailing the reasons for the amount of Payments 6, 7, and 8 to the Three-Sixty Group, LLC under the terms of the Summercrest Development Agreement. At the Council meeting of the same date, the Council approved Payment 6 in the amount of \$178,094.87.

Payment 7 is due December 1, 2018 in the amount of \$178,094.87. We have received the notarized certification page from the Three Sixty Group, LLC stating that property taxes have been paid up-to-date and the combined property value continues above the required \$10 million.

For these reasons, I recommend approval of Payment 7 to Three Sixty Group, LLC in the amount of \$178,094.87.





To: Mayor and Council
From: Andrew J. Lent, Director of Finance 
CC: Ryan Waller, City Manager
Chuck Burgin, Director of Community Development
Date: 21 May 2018
Re: Summercrest Economic Development Grant Payment

On May 10, 2018, we received the Developer Certification that was due on April 1, from the Three-Sixty Group, LLC who are the developers of the Summercrest Hills, Plats 4 and 5. Under the terms of the Development Agreement, the Group is to develop the property to include a hotel, convenience store, and multi-family complex with a combined assessed valuation of \$10 Million to receive the full payments of the economic development grants of \$137,500. Last year, the Council agreed to make reduced payments of \$96,250 in the spring of 2017 and \$97,576.26 in the fall of 2017 since the combined valuation did not equal \$10 million. These payments were Grant Payments 4 and 5 respectively.

The development has increased in valuation now with the completed construction of the Country Inn & Suites, Casey's Convenience Store and the Calamar 116-unit Apartment building. The agreement does not clearly indicate whether to use full assessment values or net assessment values following tax abatement. In either case, the developers have met the valuation criteria.

<u>Net Values Following Abatement</u>		<u>Full Assessment</u>	
Calamar	\$ 8,457,100	Calamar	\$ 8,457,100
Casey's	\$ 716,700	Casey's	\$ 1,646,000
Country Inn	\$ 1,521,800	Country Inn	\$ 4,291,500
	\$ 10,695,600	Total	\$ 14,394,600

Further, in section 10.2 (f and g) of the agreement, if the valuation is above \$10 Million as of January 1, the City shall add the pro rata amounts reduced from Payments 4 and 5 to Grants 6 and 7 in equal amounts. The total reduced amounts in Grants 4 and 5 was \$81,189.74, which means that Grant Payments 6 and 7 would both be \$178,094.87.

Payment 6 is due now, therefore I would recommend Payment 6 to the Three-Sixty Group, LLC of \$178,094.87.

RESOLUTION NO. 2018-_____

AUTHORIZING INTERNAL LOAN TO FUND URBAN RENEWAL PROJECT COSTS

WHEREAS, the City Council of City of Indianola, Iowa (the “City”), has established the City of Indianola Economic Development Urban Renewal Area (the “Urban Renewal Area”) and has established the City of Indianola Economic Development Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City has entered into a Development Agreement with the 360 Group for the construction of infrastructure improvements in Summercrest Hills Plat 4 and 5 as an urban renewal project (the “Project”) in the Urban Renewal Area in order to facilitate economic development in the Urban Renewal Area; and

WHEREAS, it has been proposed that the City facilitate an internal loan of funds in the amount of \$178,094.87 (the “Loan”) in order to pay the costs of the Project, and the City desires to make the Loan eligible to be repaid from future incremental property tax revenues to be derived from the Urban Renewal Area;

NOW, THEREFORE, IT IS RESOLVED by the City Council, as follows:

Section 1. It is hereby directed that the Loan in the amount of One Hundred Seventy-Eight Thousand, Ninety-Four Dollars and eighty-seven cents (\$178,094.87) be loaned for the funding of the Project from the General Fund. The Loan shall be repaid to the General Fund without interest, out of future incremental property tax revenues received into the Tax Increment Fund.

It is intended that the Loan shall be repaid by Tax Increment Financing, provided however that repayment of the Loan is subject to the determination of the City Council that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Loan, and the City Council reserves the right to appropriate funds, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the Auditor of Warren County, Iowa to evidence the Loan. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2018, the original amount of the Loan plus projected accrued interest as provided for herein.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 5th day of November, 2018.

Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk

Meeting Date: 11/05/2018

Subject

Consideration of a request from IMU to waive the building permit fee for the Indianola Municipal Utilities Customer Service Center Remodeling

Information

In your packet is a request from Tom Gaffigan, General Manager, requesting the City forgive the \$740 building permit fee for the Indianola Municipal Utilities Customer Service Center Remodeling at 210 West 2nd Avenue and any future application for building permits from IMU. Staff has reviewed past improvements made by IMU and building permits have been required as well as enforcement of all ICC related codes. However, the permit fees for multiple improvements over the years have been waived. Staff recommends waiving the fee.

Roll call is in order.

Fiscal Impact

Attachments

IMU Request



Electric • Telecommunications • Water

November 5, 2018

To: Honorable Kelly B Shaw, Mayor
City of Indianola, Iowa
And
Members of the Indianola, Iowa City Council

From: Tom Gaffigan
General Manager
Indianola Municipal Utilities

Subject: City of Indianola – Application for Building Permit-New Customer Service Center

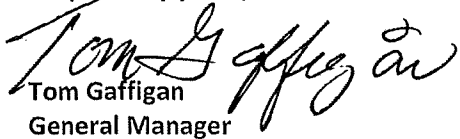
Dear Mayor Shaw & City Councilpersons:

I am writing to request the CITY OF INDIANOLA APPLICATION FOR BUILDING PERMIT for the Indianola Municipal Utilities Customer Service Center Remodeling at 210 West 2nd Avenue, Indianola, Iowa be waived. I understand we are to be charged a \$740.00 Permit Fee.

As I stated in two previous requests for the Electric Line Shop and the Telecom Shop; it has been my experience in other communities that such fees are forgiven as part of the collaborative process and mutual cooperation between The City and The Municipal Utility. I would hope, given the success we have shared by working together for many years to the benefit of our two organizations, and our residents, that consideration be given to forgiving the \$740.00 Permit Fee.

Consequently, I request the Permit Fee for our new Customer Service Center be forgiven. Also, I again ask that consideration be given that any future APPLICATION FOR BUILDING PERMIT from Indianola Municipal Utilities not be subject to the Permit Fee.

Respectfully yours,


Tom Gaffigan
General Manager

CITY OF INDIANOLA
APPLICATION FOR BUILDING PERMIT

Number
Date

IMPORTANT - Complete ALL items. Mark boxes where applicable

Name of Applicant Tim Morris Job Address 210 W. 2ND
Valuation: Lot \$ _____ Buildings \$ _____ Zone _____ Size of Lot _____
Legal Description 25-76-24 Indianola OTP lots 12-13-14-15-16-17-18-19-20

II. TYPE AND COST OF BUILDING - All applicants complete Parts A - D

A. TYPE OF IMPROVEMENT

- ☐ 1 New Building
☐ 2 Addition (If residential, enter number of new housing units added, if any, in Part D, I3)
☒ 3 Alteration
☐ 4 Repair, Replacement
☐ 5 Demolition (If multi-family residential enter number of units in building in Part D, I3)
☐ 6 Moving (Relocation)
☐ 7 Foundation Only

D. PROPOSED USE - For "Demolition" most recent use

Residential

- ☐ 12 One Family
☐ 13 Two or More Family - Enter number of units _____
☐ 14 Transient Hotel, Motel, or Dormitory
Enter number of units _____
☐ 15 Garage
☐ 16 Carport
☐ 17 Deck
☐ 18 Pool
☐ 19 Other (Specify) _____

Nonresidential

- ☐ 20 Amusement, Recreational
☐ 21 Church, Other Religious
☐ 22 Industrial
☐ 23 Parking Garage
☐ 24 Service Station, Repair Garage
☐ 25 Hospital, Institutional
☒ 26 Office, Bank, Professional
☐ 27 Public Utility
☐ 28 School, Library, Other Educational
☐ 29 Stores, Mercantile
☐ 30 Tanks, Lowers
☐ 31 Drinking/Dining Establishment
☐ 32 Other (Specify) _____

B. OWNERSHIP

- ☐ 8 Private (individual, corporation, nonprofit institution, etc.)
☒ 9 Public (Federal, State or local government)

(Exempt)(N)

C. VALUATION

10 Value of Improvement

To be installed but not included in the above cost

- a. Electrical _____
b. Plumbing _____
c. Heating, air conditioning _____
d. Other (elevator, etc.) _____

TOTAL VALUE OF IMPROVEMENT

\$84255

6200

4400

0

0

\$95355

Describe in detail proposed use of buildings, e.g. residential, multi family, food processing plant, machine shop, laundry building at hospital, elementary school, secondary school, college, parochial school, parking garage for department store, rental office building, office building at industrial plant. If use of existing building is being changed enter proposed use.

Indianola municipal utilities customer
Service center

☐ Soil erosion prevention required Initial

III. SELECTED CHARACTERISTICS OF BUILDING - For new buildings and additions, complete Parts E-I; For demolition, complete only Part I, for all others, skip to IV.

E. PRINCIPAL TYPE OF FRAME

- ☐ 33 Masonry (wall bearing)
☒ 34 Wood Frame
☐ 35 Structural Steel
☐ 36 Reinforced Concrete
☐ 37 Other - Specify _____

G. TYPE OF SEWAGE DISPOSAL

- ☒ 44 Public or Private Company
☐ 45 Individual (septic tank, etc.)

K. NUMBER OF OFF-STREET PARKING SPACES

- 51 Enclosed _____
52 Outdoors _____ 16

H. TYPE OF WATER SUPPLY

- ☒ 46 Public or Private Company
☐ 47 Individual (well, cistern)

L. RESIDENTIAL BUILDINGS ONLY

- 53 Number of bedrooms _____
54 Number of bathrooms _____
Full _____
Partial _____

F. PRINCIPAL TYPE HEATING FUEL

- ☒ 38 Gas
☐ 39 Oil
☐ 40 Electricity
☐ 41 Coal
☐ 42 Geothermal
☐ 43 Other - Specify _____

J. DIMENSIONS

- 48 Number of stories _____ 1
49 Total square feet of floor area, all floors, based on exterior dimensions _____
50 Total land area, sq. ft. _____

IV. IDENTIFICATION - To be completed by all applicants

Name	Mailing Address - Number, Street, City, State and Zip	Cell Phone	Business/Home Phone
1. Owner Danna Lynn	IMV, 110 N 12 th St INDIANOLA 50125	515-330-5938	
2. Contractor State Reg. # Tim Morris	12160 25 th Hwy INDIANOLA IA 50125	515-360-0421	
3. Architect State Reg. # MBA Architects	11502 390 th St Stawberry Point, IA 52076	563-983-4712	

The owner of this building and the undersigned agree to conform to all laws of the City of Indianola

Signature of Applicant Tim Morris Fire Chief if Required _____

DO NOT WRITE IN THIS SPACE - FOR OFFICIAL USE

Building Official _____ Permit Fee \$740.00 Receipt Number _____ Date Permit Issued _____ Permit Number _____

Meeting Date: 11/05/2018

Subject

Resolution amending the City Council Policy

* Amends the snow and ice manual

Information

In your packet is the resolution amending the Snow and Ice Manual (packet). This will add new equipment to the manual.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Snow Ice Removal Manual

RESOLUTION NO. 2018-____

RESOLUTION AMENDING THE CITY COUNCIL POLICY

WHEREAS, the City of Indianola Council Policy is amended over time; and

WHEREAS, the policy regarding the Snow and Ice Removal Manual needs to be amended; and

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

That the Council Policy for the Snow and Ice Removal Manual shall be amended as shown in Exhibit "A"

Passed and approved this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



POLICY AND PROCEDURE MANUAL

SNOW AND ICE REMOVAL

CITY OF INDIANOLA, IOWA



Adopted: November 5, 2018

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POLICY AND PROCEDURE MANUAL

SNOW AND ICE REMOVAL

CITY OF INDIANOLA

POLICY

The purpose of this policy is meant to provide general guidelines for snow and ice removal operations. Due to unpredictability of weather events, this policy provides for modifications to be made in the field by the Street Superintendent or designated person in charge in an effort to best serve the community and meet the intent of this policy. This policy will be presented to the City Council annually in September for update, review, and approval.

The City of Indianola does not utilize a “Bare Pavement” snow/ice removal policy. This policy does not guarantee that streets, sidewalks, parking areas, trails or other public property will be free of snow and ice after execution of the Snow and Ice Removal Policy and Procedure Manual. Bare, dry pavement should not be expected and will not always be provided. This plan attempts to maintain an adequate driving surface for properly equipped vehicles and drivers prepared for winter driving conditions, and to provide pedestrians with safe routes of travel.

IOWA WEATHER CONDITIONS

The average annual snowfall in Indianola is 27 inches per year. We anticipate 15 snowfall or ice events per year, which requires action on part of the City for removal or control.

The overall budgetary and planning goal for our snow and ice removal efforts is: plan for the worst, hope for the best, budget for an average snowfall, and use contingency funds if we have a severe winter.

NOTIFICATION OF WINTER WEATHER EVENTS

The City of Indianola does not employ the services of a private weather forecasting service. Street Department staff will monitor commercially available web based forecasts (i.e. Weather Underground, Weather.com), government forecast information (National Weather Service, Iowa State University Meteogram Generator), Iowa DOT Road Conditions, and local television news forecasts (KCCI, WHO, WOI). The Street Superintendent will attempt to keep all other City departments informed of the potential winter weather event beginning around 48 hours in advance of the event. Past experience has shown forecasting farther out than 48 hours is extremely variable. Information is typically emailed out with timing of the storm and anticipated response from City Crews. The City will use all of this information to formulate a response to impending winter weather. The timing, duration, and temperatures involved in a winter weather event will dictate the scope of the response from the City of Indianola. When weather conditions constitute snow removal and/or ice mediation

activities, the City of Indianola Streets Department, City Manager's Office, and the Indianola Police Department shall notify and alert citizens of these efforts. Notification to the public is sent through a press release or email to the local media outlets, the City of Indianola web page is updated, and social media sites controlled and operated by the City, the City Clerk's office, and Indianola Police Department will be updated.

USE OF CHEMICALS AND ABRASIVES (SALT AND SAND)

The policy of the department is to use salt or salt/sand mix for melting of ice and hard packed snow. A 2:1 sand/salt mix will be utilized in a majority of circumstances. Salt is used only when it can be effectively applied or extreme conditions warrant. As a rule, it will not be applied when temperatures are below 20°F and falling due to the ineffectiveness negated by refreezing or roadway surfaces.

Locally available screened/washed sand is used as an abrasive to help remove ice and hard packed snow and as a driving aid during slippery conditions.

EQUIPMENT AVAILABLE

The primary equipment available to remove snow and ice will be supplied by the City Street Department. List of equipment can be seen in Exhibit 1 of the Appendix to this document.

During normal snow removal operations, 6 truck plows, 1 road grader, 1 wheel loader, and 2 pickup trucks are available.

All truck-mounted snowplows have quick attachments and can be mounted in 15 minutes or less.

All plow trucks are also equipped with sanders for salt/salt applications.

MANPOWER AVAILABLE

The primary manpower for snow removal shall be supplied by the City Street Department. The manpower consists of 1 Street Superintendent, 2 Heavy Equipment Operators, 3 Medium Equipment Operators, 1 Light Equipment Operator, and 1 On-Call Seasonal Employee.

For normal snow events, the Street Superintendent shall determine hours of operations, as conditions direct. The City Manager and Police Chief shall be notified of anticipated operating hours. Personnel from other City and Indianola Municipal Utility Departments may be utilized in certain prolonged events.

MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

The Police Department and the Street Superintendent, when inclement weather is approaching, shall continuously monitor weather reports. The Police Chief, Street Superintendent, and City Manager shall keep each other informed of anticipated snow events, including timing and intensity of the event. The primary responsibility shall rest with the Street Superintendent.

During nighttime, weekends and holidays the Police Department shall monitor weather reports and road conditions and notify the Street Superintendent or appropriate Street Department personnel when potential action is needed by the City Street Department.

SANDING/SALTING PROCEDURES

Sand and salt shall be used sparingly and only when application will produce a positive result. During certain weather events priority will be given to dangerous intersections, hills, city owned and controlled parking lots, and other hazardous areas will be sanded or salted. The Street Superintendent shall authorize the use of salt/sand mix, straight salt, and/or straight sand but the route driver will be responsible for the application along his/her route as need arises.

SNOW ORDINANCE / TOWING VEHICLES ILLEGALLY PARKED

The City of Indianola Code of Ordinances Chapter 69, Sections 10 and 11 serve as referenced Code for this Policy Manual (Exhibit 3). The purpose of the snow ordinance is to allow for safe and efficient snow removal operations on snow routes throughout the City. If forecasts indicate that two inches of snow or more is probable the City of Indianola may begin proactive notification that the snow ordinance will go into effect. It will be the City's goal to time the commencement of the snow ordinance to minimize the inconvenience on the public; however, the timing of the beginning of the ordinance will be dictated by the winter weather event. Vehicles parked on the streets during a snow removal effort may be ticketed and/or towed to allow for safe and efficient plow operations.

Depending upon severity of winter event, the Street Superintendent (or designated department representative) will communicate with the Police Chief and the City Manager as to timing of plowing and snow hauling activities. In extreme weather occurrences or sustained weather events, trucks may only be plowing on select arterial and collector streets in order to maintain passable conditions for emergency vehicles.

SNOW REMOVAL PROCEDURES

Snowfalls less than 2 (two) inches will not be plowed from streets unless drifting is occurring. Accumulation of snow on or drifting of streets may dictate variations in snowplowing activity.

Snow removal efforts shall be made on a priority system as follows:

Public Facilities/ Downtown Square

Cleared within 12-24 hours of end of snow event by City Street Department. Hauling of snow, where necessary, will occur when deemed practical and necessary.

Arterial and Collector Streets

Cleared within 12-24 hours of end of snow event by City Street Department.

Residential Streets

Cleared within 12-24 hours of end of snow event by City Street Department.

Alleys

Cleared within 48 hours of end of snow event by City Water Pollution Control

Public Parking Lots

Snow will be plowed in driveways of parking lots and vacant parking spots within 12-24 hours of end of snow event by City Street Department. Hauling of snow, where necessary, will occur when deemed practical and necessary.

Sidewalk, City Responsibility and Trail

Cleared within 48 hours of end of snow event by City Parks Department

- Due to route efficiency, intermingling of types of streets, and changes in priority due to unforeseen events, the aforementioned areas are not necessarily plowed in the order that they are presented in this document.

BOUNDARY STREET JURISDICTION-RESPONSIBILITY

The City of Indianola will not be responsible for any snow removal outside our municipal boundaries except on roads with 28E agreements in place in cooperation with Warren County. The map in Exhibit 4 of the Appendix will show Warren County/ City of Indianola responsibilities per the 28E agreement.

SIDEWALKS – PRIVATE RESPONSIBILITY

All sidewalks adjacent to private property are the responsibility of the property owner or occupant. All complaint calls shall be routed to the Community Development Department for complaint follow-up and code enforcement. The City Code section concerning private sidewalk snow and ice removal can be found in Exhibit 3 of the Appendix to this document.

A reasonable time period shall be 72(seventy-two) hours for purposes of enforcement. The City lacks sufficient manpower to clear sidewalks so every effort should be made to convince the property owner to clear the sidewalk of ice and snow.

DRIVEWAYS – PRIVATE

City snowplows will not clear private driveways of snow or ice. Due to the location of driveways and the volume of snow being moved, there will be occasions where the plowing operations may deposit additional snow into private driveways. The removal of snow and ice placed in driveways by city plows is the responsibility of the property owner. Snow or ice from a private driveway or property may not be placed on or pushed across a city street. The City Code section concerning private driveway snow and ice removal can be found in Exhibit 3 of the Appendix to this document. Please notify the Police Department of any violations of the city code.

MAILBOXES

Every attempt will be made by the snowplow operator to clean snow adjacent to mailboxes to allow rural type mail delivery. The snow will only be cleaned, however, from curb line to curb line. The adjacent property owner is responsible for any other snow cleaning and to assure the mailbox is properly installed to withstand snow-clearing efforts by the City. The City will not be responsible for damage to mailboxes unless they were properly constructed and struck by a snowplow. It must be shown that a City plow struck the mailbox or the support structure of the mailbox for the City to be held responsible for any damage. The City will not be responsible for any damage to mailboxes caused by snow and/or ice or the force of snow and/or ice thrown from the plow during plowing operations.

If a complaint is received regarding a mailbox suspected of being hit by a snowplow, an incident report must be filled out by the citizen issuing the complaint. The City will investigate the complaint and notify the citizen of the outcome. If it is determined that the City did hit the mailbox in question, the City will provide the materials and labor necessary

to install a 4X4 mailbox post assembly and USPS-approved, standard-size mailbox. Mailboxes of alternate construction, size, and/or material will have a claim filed by the property owner with the City's insurance company through the Risk Management Department.

COMMUNICATIONS

All snowplow equipment shall keep in radio communication with the Street Superintendent or Heavy Equipment Operators at all times. Check the radio before starting duty. Radio communications by snowplow operators shall be between supervisor and equipment operators.

All communications, whether they are direct, telephone, or radio shall be made in a kind, courteous, and business-like in manner.

The supervisor on duty shall periodically keep the City Manager informed on road conditions and snow removal efforts.

CITIZENS COMPLAINTS

All citizen complaints on the snow removal effort shall be routed to the Street Superintendent. Snowplow operators shall avoid verbal confrontations with citizens. All citizen complaints shall be treated courteously and followed up on promptly. Complaints will be reviewed, debriefed, and responded to. Every attempt will be made to respond to inquiries/complaints within 2 business days during normal business hours. Due to the nature of snow removal operations, citizens are encouraged to use the customer service portal on the City of Indianola website (www.indianolaiowa.com) as a preferred method of reporting.

WORK HOURS AND RULES

Employees will be compensated according to the effective Employee Policy.

SAFETY PROCEDURES

Safety is paramount to any snow event. The sole purpose of the snow/ice removal operation is to make the streets, sidewalks, alleys, and parking lots safe for the motoring and walking public. All snowplow operators shall observe the following safety rules.

Check your snow removal equipment prior to leaving the shop including:

All working lights and emergency lights

Radio

Snowplow and frame for damage

Sander

Rearview mirrors

Flags and reflectors

Windshield wipers
Heater and defroster
Oil and gas levels
Obey all applicable traffic laws.
Report any non-working equipment immediately.
Use reasonable caution in operation of snow removal equipment.
Do not drive too fast.
Slow down if in cramped quarters with parked cars on a street.
Know your route and any fixed objects covered by snow.
Only travel on wrong side of street if another truck is blocking traffic.
Do not follow cars or other snow removal equipment too closely.
Slow down prior to turning – your plow will tend to push you where it wants to go.
Snowplows are emergency equipment, but they still must obey all traffic laws and give right-of-way to other vehicles.
Notify following truck prior to turning, when plowing in tandem.

ACCIDENTS

Report all accidents immediately to your supervisor and the Police Department. The Police Department will be called to investigate the accident. All procedures for property damage and/or injury shall be followed as outlined in the City Employee Handbook. The Risk Management/ Human Resources is also to be notified.

CARE AND USE OF EQUIPMENT

The snowplow operator is responsible for routine maintenance on his vehicle. Report any maintenance needed to the supervisor on duty. Check vehicle before and after use for any maintenance needed or damage to equipment. The vehicle is to be refueled at the end of duty shift.

During snow removal emergencies snow removal equipment maintenance will take priority over any other city equipment or vehicles, subject to the discretion of the department supervisor.

No towing or pushing of vehicles, other than city vehicles, shall be allowed. No “jump” starting private vehicles shall be allowed. Rides to private citizens, other than city employees shall not be allowed except for emergency purposes only, i.e.: doctors to surgery, nurses needed for surgery, pharmacist for medicine calls, any other rides must be approved by the City Manager.

SEVERE STORM & DECLARED EMERGENCY MANAGEMENT

In the case of severe storms, state, or federally declared disasters as they apply to snow events, and when the City's emergency operations center is activated, the management of extreme snow emergency incidents will be conducted utilizing the National Incident Management System (NIMS) and Incident Command System (IC). Decisions for this utilization will be based off information provided by local and national weather service predictions and forecasting from the Des Moines office (NOAA).

OTHER AREAS OF CONCERN AND ATTENTION

The City Street Department will assist all other City and Indianola Municipal Utility Departments with needs that arise in snow and ice efforts.

The Indianola YMCA utilizes private contractors for snow removal efforts. The City will provide sanding/salting services and will haul snow piles from the YMCA parking lot when deemed necessary.

APPENDIX INDEX

POLICY AND PROCEDURE MANUAL SNOW AND ICE REMOVAL STREET DEPARTMENT CITY OF INDIANOLA

Exhibits

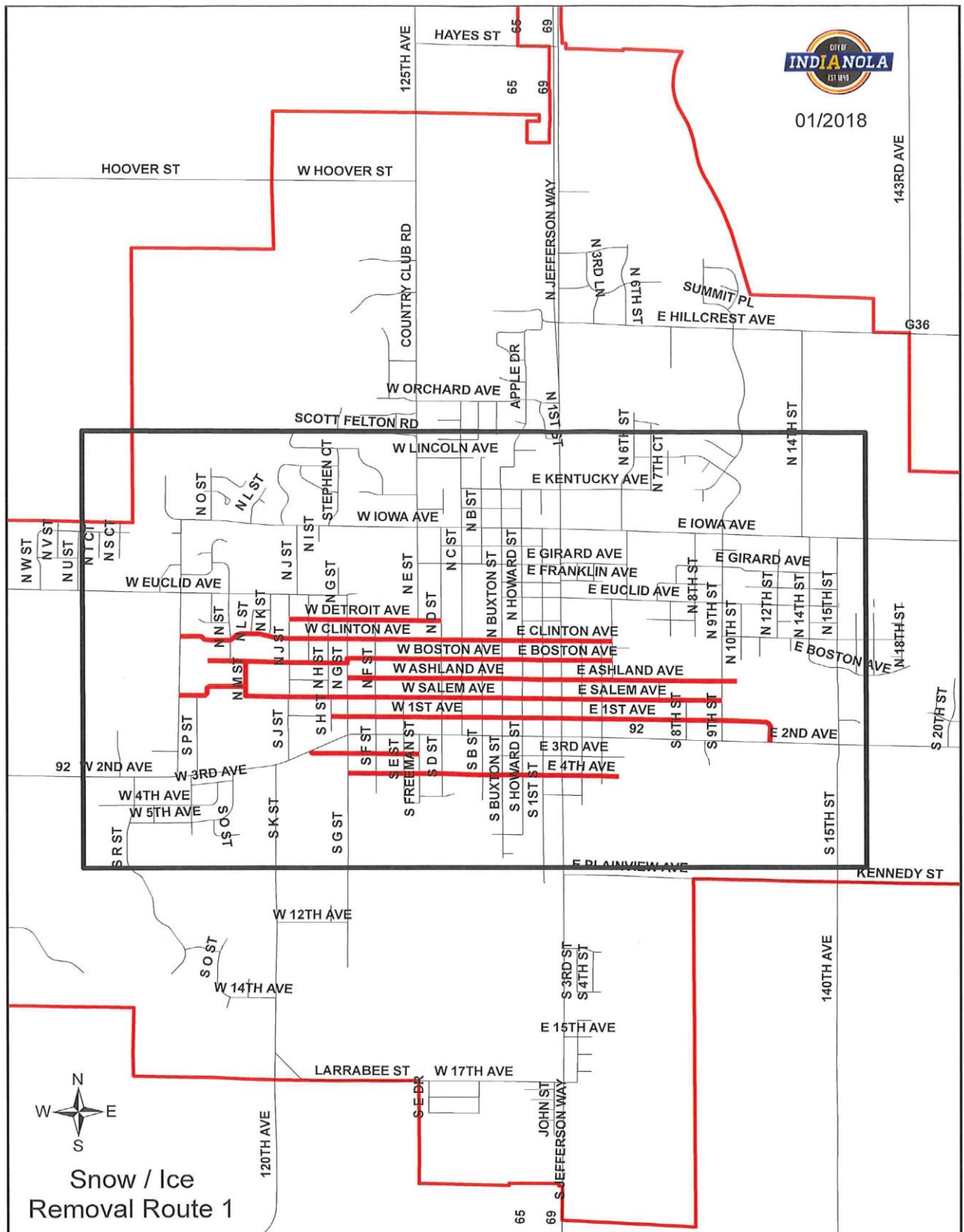
1. Equipment Assigned – Street Department
2. Maps of 7 City Snow Routes
3. City Code Sections Referenced within the Policy and Procedure Manual
4. City of Indianola/Warren County Boundary Street Jurisdiction Map

Exhibit 1

Equipment Assigned – Street Department

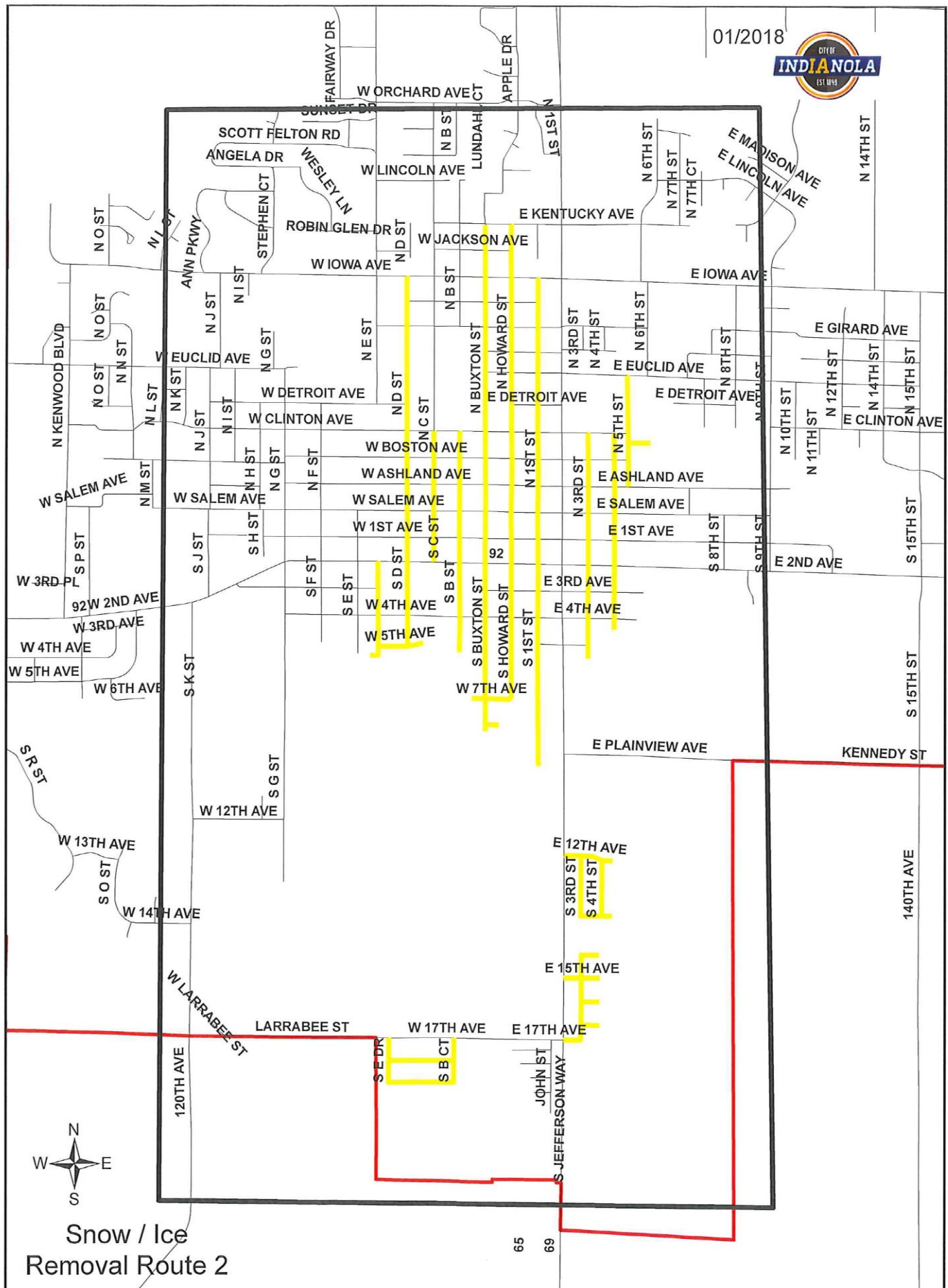
<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Function</u>
5	10	Case 621E Wheel Loader	w/bucket/blower/plow
7	18	Freightliner 114SD Tandem Axle	w/plow & sander
9	16	Freightliner 114SD Tandem Axle	w/plow & sander
12	07	International Single Axle	w/plow & sander
21	16	Ford F250	w/plow
22	06	International Single Axle	w/ plow & sander
23	14	International Single Axle	w/ plow & sander
24	14	International Single Axle	w/ plow & sander
27	03	Case Maintainer	w/ plow blade
28	07	International Single Axle	w/ plow & sander
30	10	SnowGo Snow Blower	mounted to Unit 5

Exhibit 2



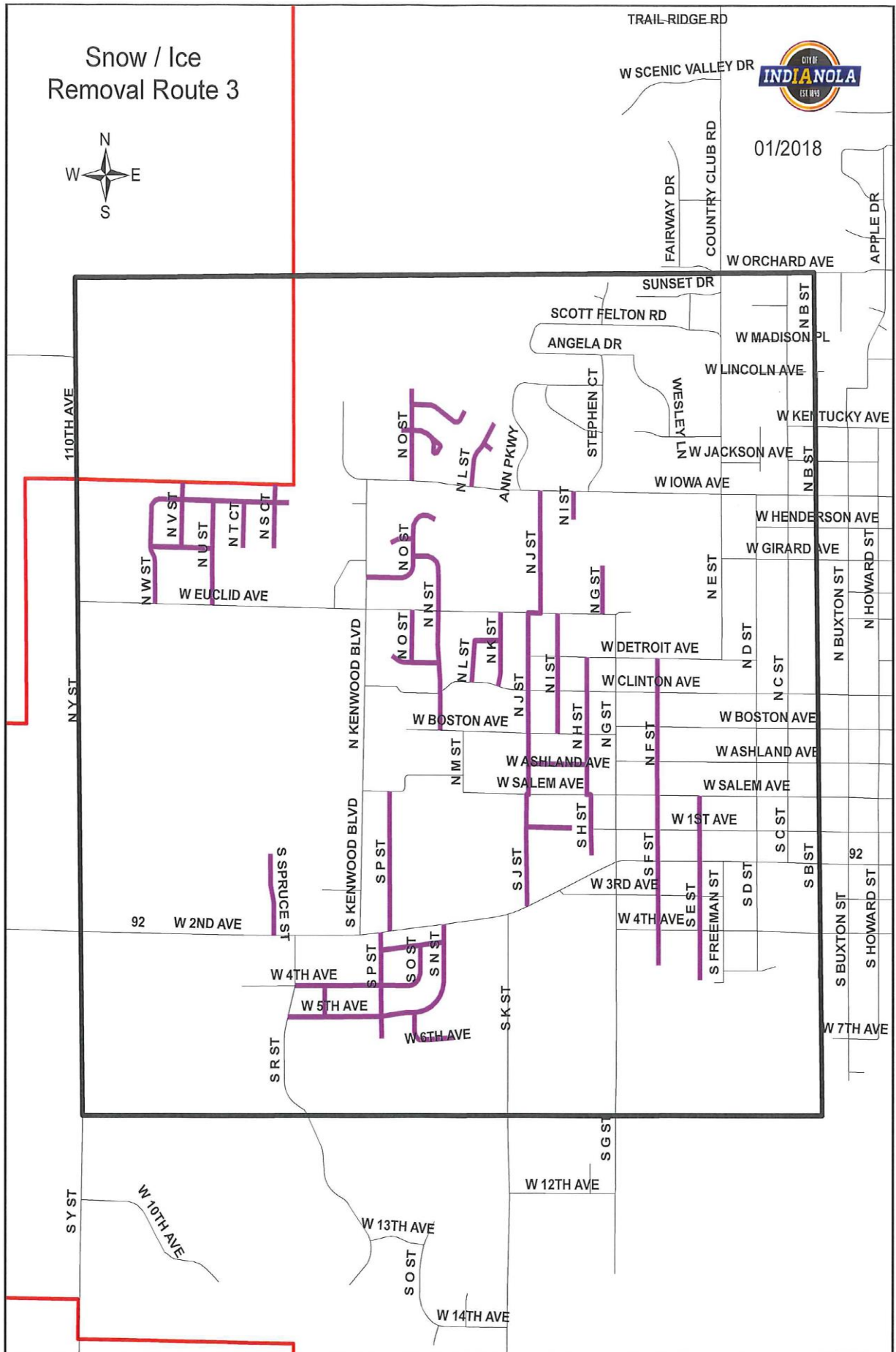


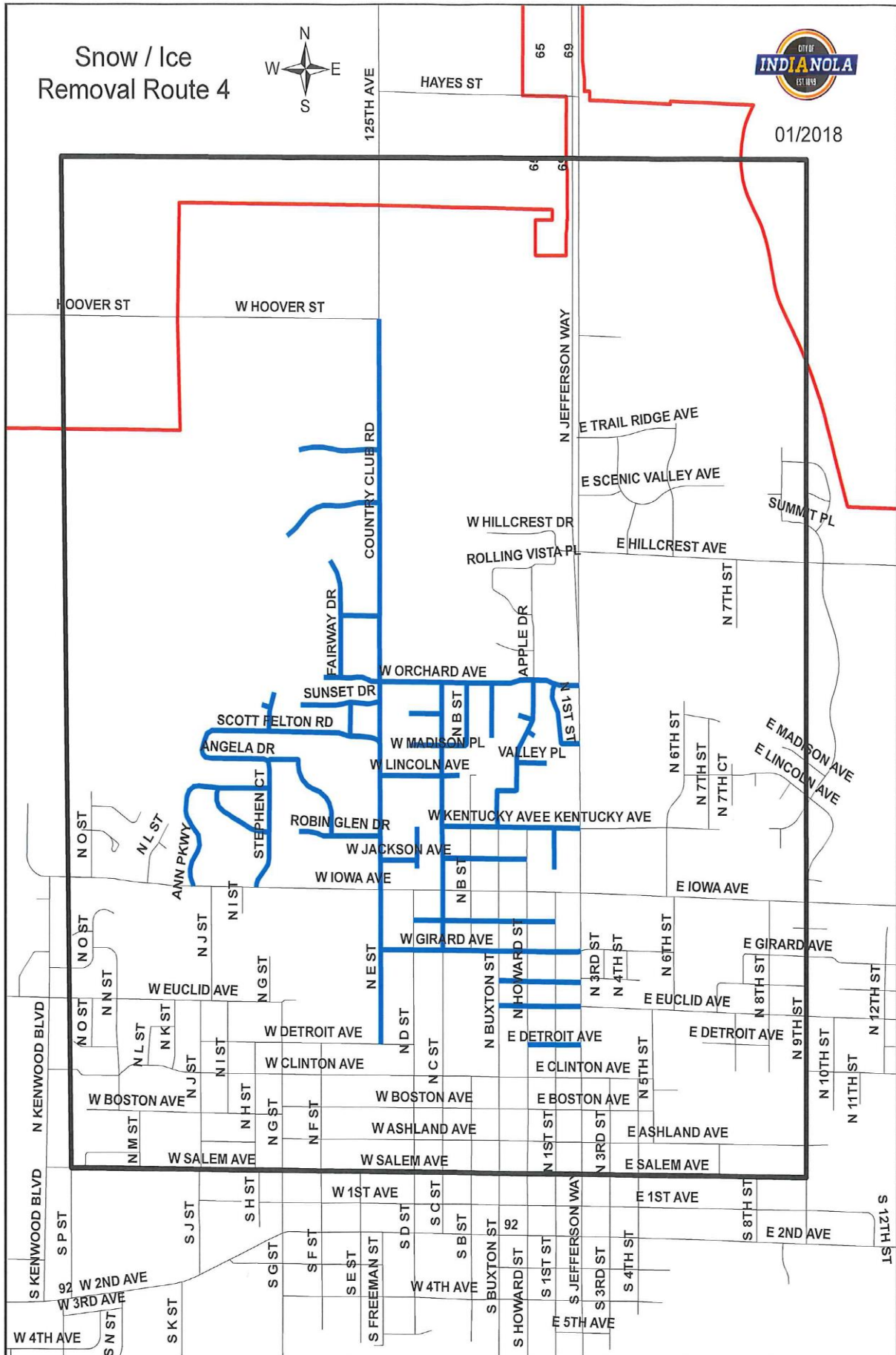
CITY OF
INDIANOLA
EST. 1849



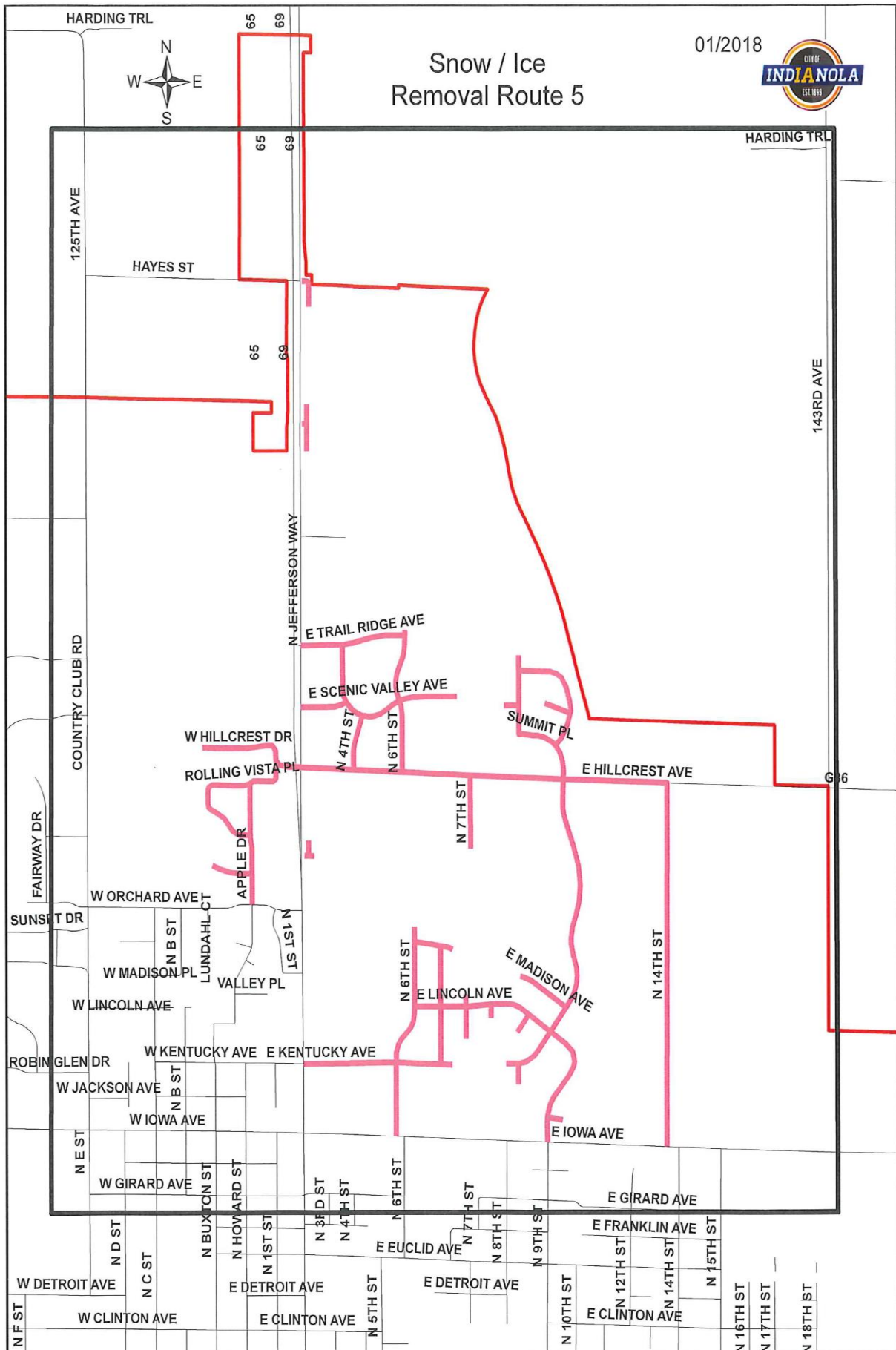


01/2018



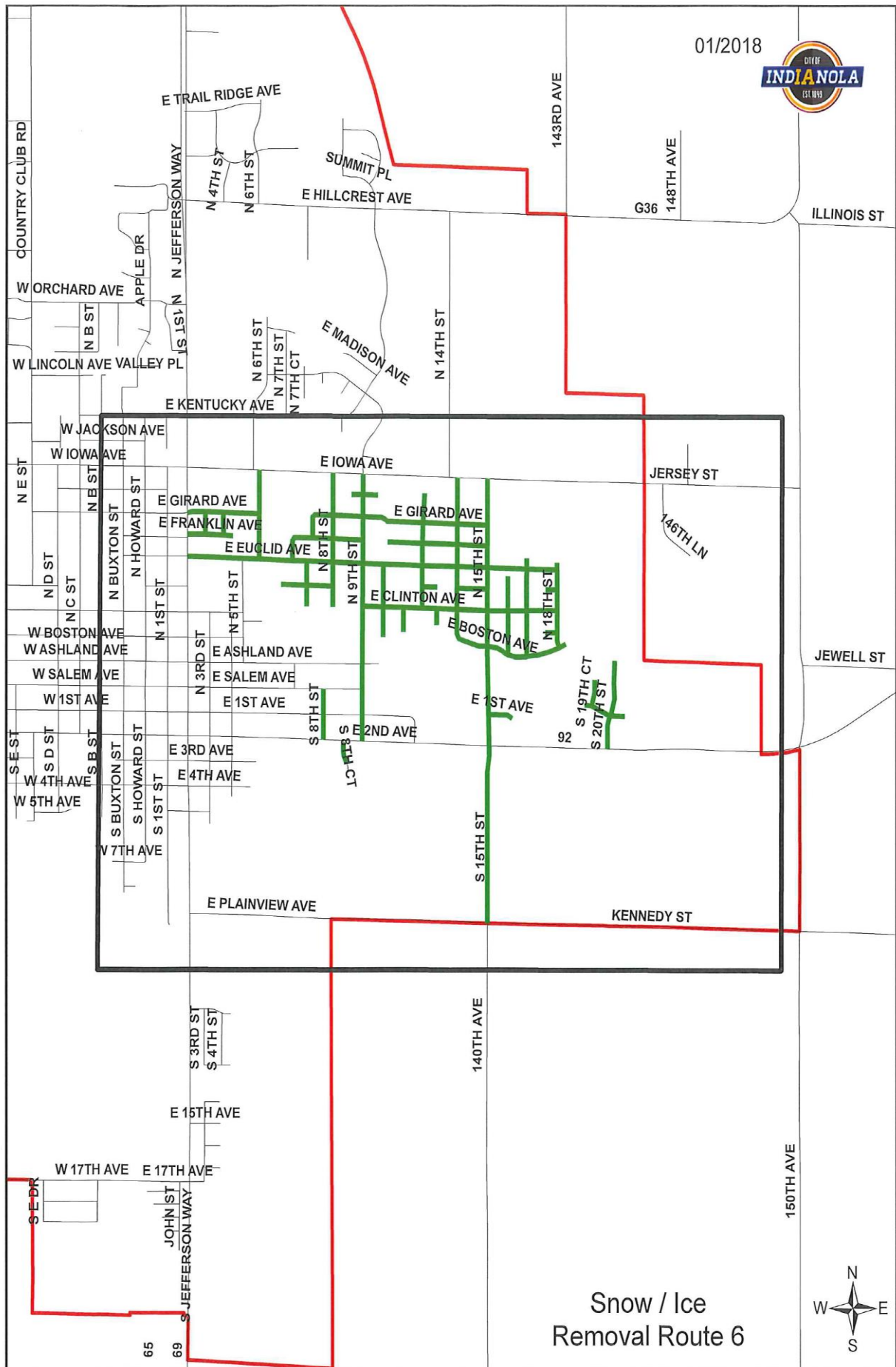


01/2018





8



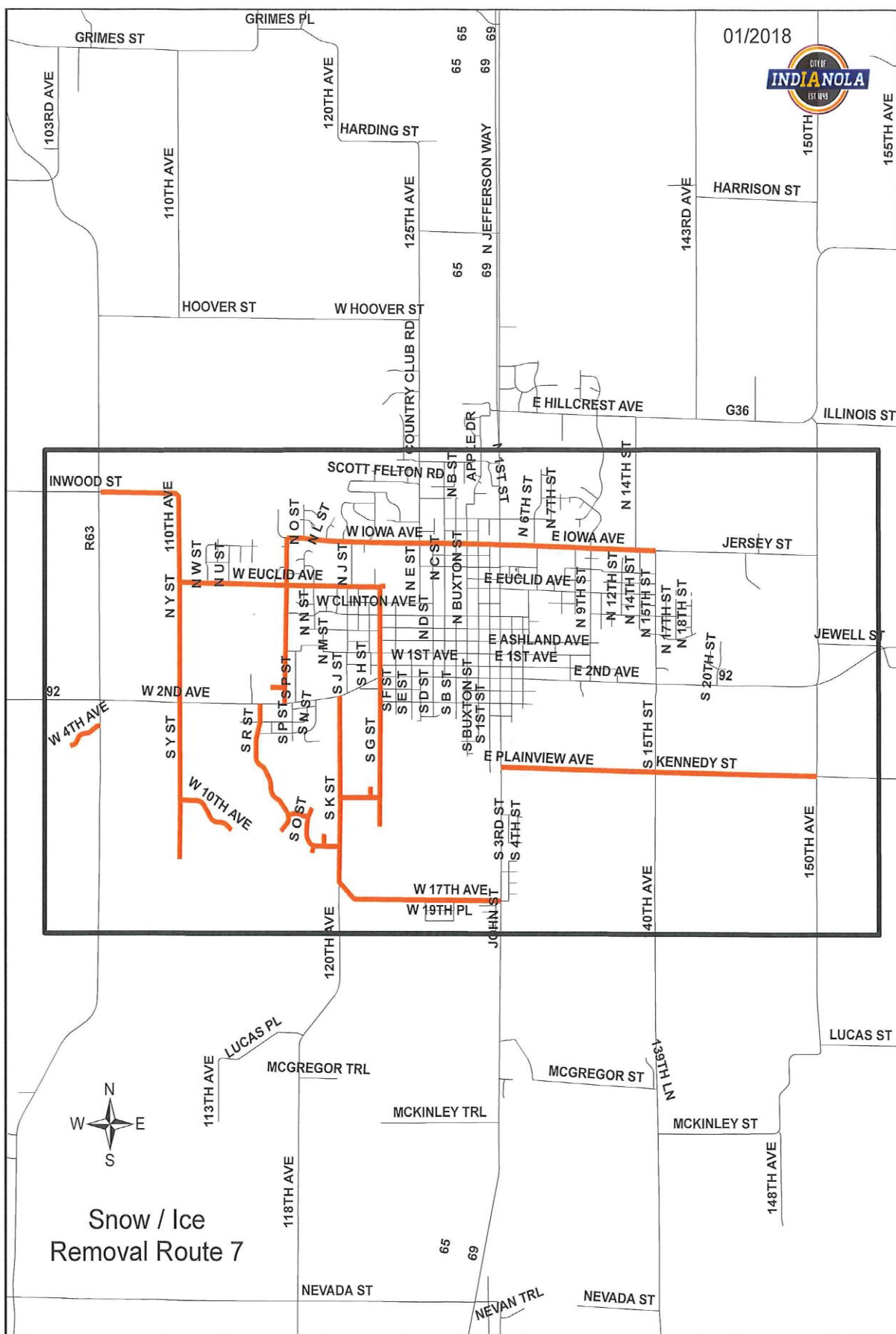


Exhibit 3

City Code Sections Referenced within the Policy and Procedure Manual

69.10 SNOW EMERGENCY.

1. No person shall park, abandon or leave unattended any vehicle on any public street, alley or parking areas in the public right-of-way and immediately adjacent to the traveled portion of a street during any snow emergency parking ban unless the snow has been removed or plowed from the street, alley or parking areas in the public right-of-way and immediately adjacent to the traveled portion of a street and the snow has ceased to fall. A snow emergency parking ban shall begin when the National Weather Service predicts that two (2) or more inches of snow or ice will fall in the Indianola area or two (2) or more inches of snow or ice has fallen in the Indianola area, and shall continue through the duration of the snow or ice storm and the forty-eight-hour period after cessation of the storm, except as above provided upon streets which have been fully opened.
2. Such a ban shall be of uniform application, and the Police Chief is directed to widely publicize the requirements, using all available news media, in early November of each year. The emergency shall be extended or shortened when conditions warrant upon proclamation by the City Manager or a designee.
3. The foregoing prohibition shall be modified within the downtown area and near the Simpson College campus as follows:
 - A. On Howard Street, from Boston Avenue to First Avenue;
 - B. On Buxton Street, from Boston Avenue to First Avenue;
 - C. On Ashland Avenue, from First Street to B Street;
 - D. On Salem Avenue, from First Street to B Street;
 - E. On B Street, from First Avenue to Boston Avenue;
 - F. On First Street, from First Avenue to Boston Avenue;
 - G. On Boston Avenue, from First Street to B Street;
 - H. On First Avenue, from First Street to B Street;
 - I. On D Street, from Girard Avenue to Detroit Avenue;
 - J. On C Street, from Clinton Avenue to Girard Avenue.
 - K. On Detroit Avenue, from Howard Street to Buxton Street.
4. The foregoing prohibition does not apply to the area described in subsections 3(A) through (H) during normal business hours of 8:00 a.m. to 6:00 p.m. and during evening business hours as defined by the Indianola Chamber of Commerce, and further, during Christmas holiday hours as defined by the Indianola Chamber of

Commerce each year. The foregoing prohibition does not apply to the area described in subsections 3(I) through (K) between 8:00 a.m. and 10:00 p.m.
(Ord. 1288 – Aug. 04 Supp.)

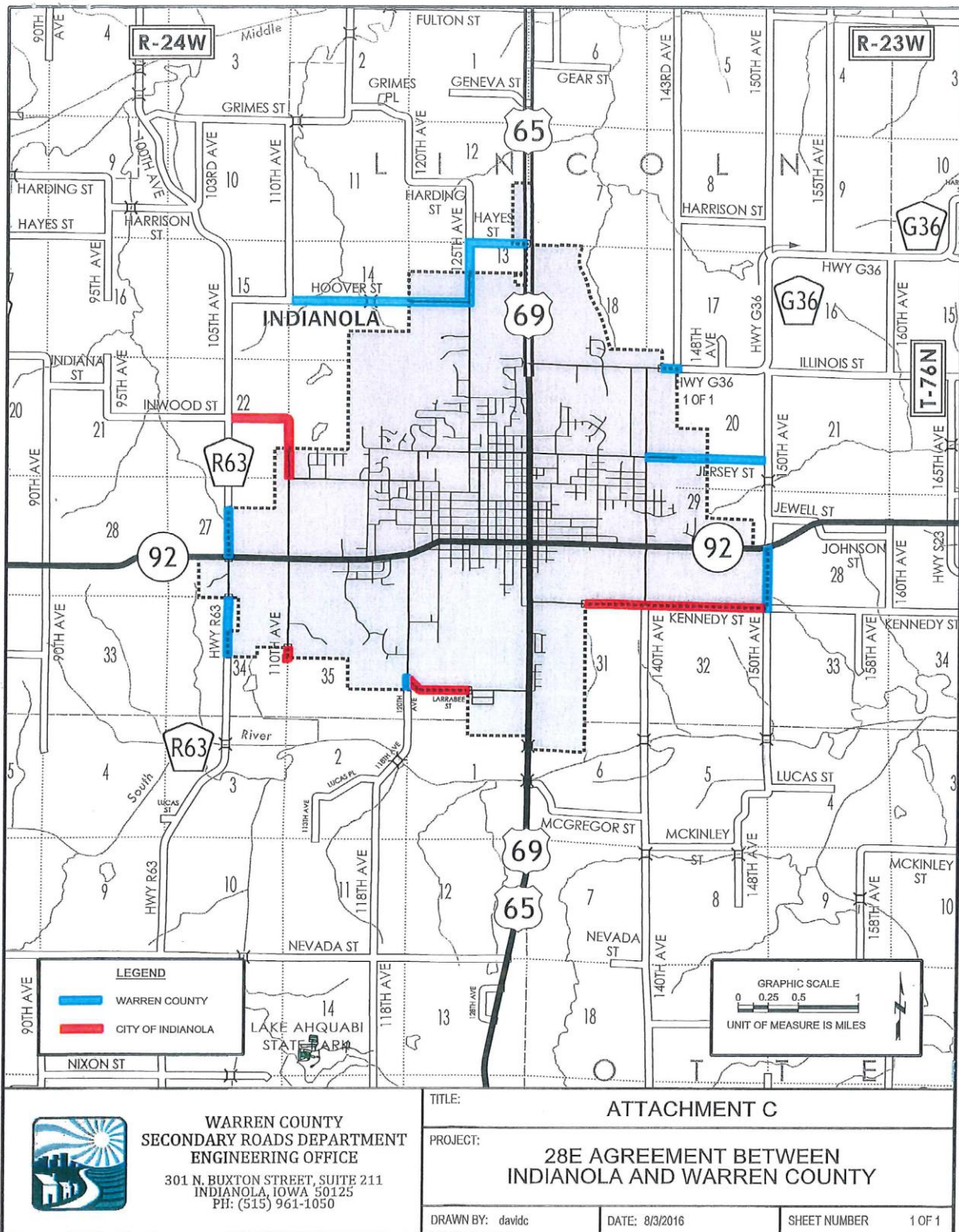
69.11 SNOW ROUTES. The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.

136.03 REMOVAL OF SNOW, ICE AND ACCUMULATIONS. It is the responsibility of the abutting property owners to remove snow, ice and accumulations promptly from sidewalks. If a property owner does not remove snow, ice or accumulations within a reasonable time, the City may do so and assess the costs against the property owner for collection in the same manner as a property tax. The abutting property owner may be liable for damages caused by the failure of the abutting property owner to use reasonable care in the removal of the snow or ice. If damages are to be awarded under this section against the abutting property owner, the claimant has the burden of proving the amount of the damages. To authorize recovery of more than a nominal amount, facts must exist and be shown by the evidence which afford a reasonable basis for measuring the amount of the claimant's actual damages, and the amount of actual damages shall not be determined by speculation, conjecture or surmise. All legal or equitable defenses are available to the abutting property owner in an action brought pursuant to this section. The City's general duty under this section does not include a duty to remove natural accumulations of snow or ice from the sidewalks. However, when the City is the abutting property owner it has the specific duty of the abutting property owner set forth in this section.

135.12 DUMPING OF SNOW. It is unlawful for any person to throw, push, or place or cause to be thrown, pushed or placed, any ice or snow from private property, sidewalks, or driveways onto the traveled way of a street or alley so as to obstruct gutters, or impede the passage of vehicles upon the street or alley or to create a hazardous condition therein; except where, in the cleaning of large commercial drives in the business district it is absolutely necessary to move the snow onto the street or alley temporarily, such accumulation shall be removed promptly by the property owner or agent. Arrangements for the prompt removal of such accumulations shall be made prior to moving the snow.

Exhibit 4

City of Indianola/Warren County Boundary Street Jurisdiction Map



Meeting Date: 11/05/2018

Subject

Resolution approving the 28E Agreement between the Indianola Community Schools District and Indianola Parks and Recreation Department

Information

In your packet is the resolution approving the shared facilities agreement between the Indianola Community School District and Indianola Parks and Recreation Department (packet). This agreement directs the usage of facilities between the Parks and Recreation Department and the School District.

The first change to this agreement from the past is the omission of the city usage of the high school greenhouse. The agreement also lowers the fees for consideration of the custodial cost from over \$7,000 to \$1,000 per year. This fee is now consistent with other community education groups that pay the same fee for use of the school facilities. Also added to the agreement is the requirement that the Indianola Community School District provide a certificate of insurance to the city for the use of the facilities.

The Parks and Recreation Commission reviewed and unanimously approved the agreement. It was also reviewed and approved by our City Attorney Staff. The School Board will also be considering the agreement at a future Board meeting. Staff recommends approval (packet). Highlights of the agreement include:

• **Indianola CSD agrees to the following:**

- School Department and/or Buildings and Grounds Department will coordinate schedules and inform Parks and Rec of any scheduling conflicts and scheduled cleanings throughout the year.
- Parks and Rec facility use requests will be consistent with other community education groups.
- Indianola CSD will make general cleaning supplies available to Parks and Rec when needed and practical.
- Scoreboards and other school equipment and fixtures will be available for Parks and Rec use when needed and practical.
- Parks and Rec will have the necessary access to school property and facilities.
- Indianola CSD will inform Parks and Rec of concerns with groups using facilities.
- Indianola CSD may restrict access and facility use by groups with habitual problems that have not been resolved by Parks and Rec.
- Indianola CSD will make storage space available for Parks and Rec equipment used on school grounds for programs to the extent storage is necessary and practical.

• **Indianola Parks and Rec agrees to the following:**

- Parks and Rec will communicate with the ICSD Activities Director and/or Facilities Director to determine availability of facilities for Parks and Rec programming prior to each season.
- The requests will be in writing or by email to the Activities Director and at least 30 days prior to each season or activity.
- Parks and Rec will cancel all activities when school is closed due to inclement weather or emergency or at the school's request.
- Parks and Rec will provide supervision at each facility/event.
- Parks and Rec will provide general clean up of Indianola CSD facilities used (e.g. sweeping, trash pick up, lights off, stools flushed, etc.)
- Parks and Rec will provide any necessary equipment not provided by Indianola CSD.
- Parks and Rec will provide off site equipment storage for program equipment during off seasons.
- Parks and Rec will return equipment in gyms and multipurpose rooms to original set up.
- Parks and Rec will report any needed repairs to Indianola CSD Activities Director and/or Facilities Director.
- Parks and Rec will report any damage incurred during their activities and will immediately repair/replace

the damage at Parks and Rec expense.

- Parks and Rec will confine its activity to approved locations and refrain from entering Indianola CSD kitchens, classrooms, etc.
- Parks and Rec will ensure facilities are locked and/or secure upon leaving unless otherwise instructed.
- Parks and Rec will address concerns with groups that Indianola CSD makes Parks and Rec aware of.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Agreement

Memo

RESOLUTION NO. 2018-____

**RESOLUTION APPROVING 28E AGREEMENT FOR SHARED
FACILITIES AGREEMENT BETWEEN
INDIANOLA COMMUNITY SCHOOL DISTRICT AND
INDIANOLA PARKS AND RECREATION DEPARTMENT**

WHEREAS, the City Indianola, Iowa, is in need of entering into a 28E Agreement for Shared Facilities Agreement Between Indianola Community School District and Indianola Parks and Recreation Department; and

WHEREAS, the City of Indianola Parks and Recreation Department and Indianola Community School District desires to continue the Shared Facilities Agreement; and

WHEREAS, it is the determination of the City Council that the City of Indianola Park and Recreation Department should enter into a Shared Facilities Agreement with the Indianola Community School District in form attached as Exhibit "A".

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

1. The 28E Agreement for Shared Facilities Agreement between the Indianola Community School District and Indianola Parks and Recreation Department 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 28E Shared Facilities Agreement between the Indianola Community School District and Indianola Parks and Recreation.

PASSED this 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

SHARED FACILITIES AGREEMENT

BETWEEN

INDIANOLA COMMUNITY SCHOOL DISTRICT

and

INDIANOLA PARKS AND RECREATION DEPARTMENT

Revised October 2018

AGREEMENT

This agreement is entered into pursuant to the provisions of Iowa Code Chapter 28E and replaces all prior agreements between Indianola CSD and Indianola Parks and Recreation regarding facility use.

I. SCOPE OF SHARED FACILITIES

A. School Facility Use for Parks and Rec Programs

1. Terms and Conditions

Indianola CSD agrees to the following:

- a) School Department and/or Buildings and Grounds Department will coordinate schedules and inform Parks and Rec of any scheduling conflicts and scheduled cleanings throughout the year.
- b) Parks and Rec facility use requests will be consistent with other community education groups.
- c) Indianola CSD will make general cleaning supplies available to Parks and Rec when needed and practical.
- d) Scoreboards and other school equipment and fixtures will be available for Parks and Rec use when needed and practical.
- e) Parks and Rec will have the necessary access to school property and facilities.
- f) Indianola CSD will inform Parks and Rec of concerns with groups using facilities.
- g) Indianola CSD may restrict access and facility use by groups with habitual problems that have not been resolved by Parks and Rec.
- h) Indianola CSD will make storage space available for Parks and Rec equipment used on school grounds for programs to the extent storage is necessary and practical.

Indianola Parks and Rec agrees to the following:

- a) Parks and Rec will communicate with the ICSD Activities Director and/or Facilities Director to determine availability of facilities for Parks and Rec programming prior to each season.
- b) The requests will be in writing or by email to the Activities Director and at least 30 days prior to each season or activity.
- c) Parks and Rec will cancel all activities when school is closed due to inclement weather or emergency or at the school's request.
- d) Parks and Rec will provide supervision at each facility/event.
- e) Parks and Rec will provide general clean up of Indianola CSD facilities used (e.g. sweeping, trash pick up, lights off, stools flushed, etc.)
- f) Parks and Rec will provide any necessary equipment not provided by Indianola CSD.
- g) Parks and Rec will provide off site equipment storage for program equipment during off seasons.
- h) Parks and Rec will return equipment in gyms and multipurpose rooms to original set up.
- i) Parks and Rec will report any needed repairs to Indianola CSD Activities Director and/or Facilities Director.
- j) Parks and Rec will report any damage incurred during their activities and will immediately repair/replace the damage at Parks and Rec expense.

- k) Parks and Rec will confine its activity to approved locations and refrain from entering Indianola CSD kitchens, classrooms, etc.
- l) Parks and Rec will ensure facilities are locked and/or secure upon leaving unless otherwise instructed.
- m) Parks and Rec will address concerns with groups that Indianola CSD makes Parks and Rec aware of.

B. Indianola Parks, Amphitheaters, Park Shelters and Other Rental Facilities

1. Terms and Conditions

Indianola CSD agrees to the following:

- a) Indianola CSD will request use of these facilities through Parks and Rec.
- b) The requests for the amphitheater, park shelters and Activity Center will be made through the Parks and Recreation office by email or calling 961-9420.
- c) The requests for the Pickard Park Softball Fields or Pickard Park Cross Country Course will be made in writing or email to the Recreation Coordinator – Sports/Fitness at least 30 days prior to the season or event.

Parks and Rec agrees to the following:

- a) Parks and Rec will waive any fees charged for use of these facilities.
- b) Parks and Rec will reduce rental fees for the Activity Center Buxton Multipurpose Room by 50% (to cover attendant and custodial costs).

II. INSURANCE/LIABILITY

Each party shall be responsible for repairing any damage, which may occur to facilities or equipment as a result of its negligence or misuse.

Each party accepts responsibility for its own acts of negligence and neither party will be held responsible for the other party's negligence.

By July 1 of each year, Parks and Rec will provide Indianola CSD a certificate of insurance that includes at least \$2,000,000 in liability coverage. Indianola CSD reserves the right to request additional insurance coverage if deemed necessary by the school or its insurance agents.

By July 1 of each year, Indianola CSD will provide The City of Indianola a certificate of insurance that includes at least \$2,000,000 in liability coverage. The City of Indianola reserves the right to request additional insurance coverage if deemed necessary by the City or its insurance agents.

III. COST

In consideration of the increased custodial costs and other associated costs incurred by Indianola CSD as a result of this shared facilities agreement, but not for actual use of the facilities, Parks and Rec shall pay Indianola CSD \$1,000 or the adjusted rate for other community education groups.

IV. AGREEMENT REVIEW

Representatives from Indianola CSD and Parks and Rec will meet annually to review the agreement.

V. DURATION OF AGREEMENT

The agreement will renew annually each July 1 unless either party provides sixty day written notice prior to that date. The agreement remains in force as written unless written revisions are made and accepted during review.

VI. SIGNATURES

Agreement entered into this _____ day of _____, 2018

Indianola Community School District

Indianola Parks and Recreation

Mark Tucker
Board President

Kelly Shaw
Mayor

Art Sathoff
Superintendent

Ryan Waller
City Manager

Johna Clancy
School Business Official

Doug Bylund
Parks and Recreation Director



PARKS AND RECREATION

October 30, 2018

To: Mayor and City Council
Cc: Ryan Waller, City Manager
Andy Lent, City Finance Director
From: Doug Bylund, Parks and Recreation Director
Re: School Shared Facilities Agreement

Attached is a revised Shared Facilities Agreement between the Indianola Community School District and the City of Indianola Parks and Recreation Department. This agreement directs the usage of facilities between the Parks and Recreation Department and the School District. This agreement is reviewed annually and a few modifications have been made to reflect facility usage changes.

The Parks and Recreation Department utilizes gymnasiums, multipurpose rooms and classrooms for a variety of programs including youth and adult sport leagues, The Zone after school program, and instructional classes. The school district uses park shelters for class picnics, the Pickard Park youth softball fields for middle school softball and the Pickard cross country course for practices and meets. The school staff also maintains and prepares the cross country course throughout the summer and fall for community use and meets.

The first change to this agreement from the past is the omission of the city usage of the high school greenhouse. With the construction and relocation of the new high school greenhouse, that building was longer available for use by the city. This agreement also lowers the fees for consideration of the custodial costs from over \$7,000 to \$1,000 per year. This fee is now consistent with other community education groups that pay the same fee for use of the school facilities. Also added to the agreement is the requirement that the Indianola Community School District provide a certificate of insurance to the city for the use of city facilities.

The Parks and Recreation Commission reviewed and unanimously recommended approval of the agreement at the Commission's October 10th meeting. City Attorney Amy Beattie from Brick Gentry also reviewed and approved moving the agreement on for Council Approval. The School Board will also be considering the agreement for approval at a future Board meeting.

I recommend approval of the agreement by the Council.

Meeting Date: 11/05/2018

Subject

Resolution approving salaries

Information

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

Aaron Hurt, from Firefighter/Paramedic FF 5 \$70,305.68 (includes longevity) to Fire Training Captain Range 8.5-Hire \$73,808.10 (includes longevity) effective October 28, 2018

Rick Largesse, Police Sergeant, from CE 8.5-4 \$83,090.28/year (includes longevity) to CE 8.5-4 \$83,140.28/year (includes longevity) effective November 3, 2018

Steve Greif, Heavy Equipment Operator, from Range 23-3 \$59,529.22/year (includes longevity) to Range 23-4 \$59,389.17/year (includes longevity) effective November 11, 2018

Alison Brown, Patron Services Librarian, from CE 5-2 \$42,467.70/year to CE 5-3 \$43,534.25/year effective November 25, 2018

Justin Keller, Police Sergeant, from CE 8.5-1 \$76,064.93/year (includes longevity) to CE 8.5-2 \$78,337.35/year (includes longevity) effective November 25, 2018

Jeremy Cross, from Generation/Metering Tech IMU to Career Firefighter/Paramedic, FF Hire \$54,458.15/year (includes longevity) effective November 25, 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:

Aaron Hurt, from Firefighter/Paramedic FF 5 \$70,305.68 (includes longevity) to Fire Training Captain Range 8.5-Hire \$73,808.10 (includes longevity) effective October 28, 2018

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Jeremy Cross, from Generation/Metering Tech IMU to Career Firefighter/Paramedic, FF Hire \$54,458.15/year (includes longevity) effective November 25, 2018

Passed and approved on the 5th day of November 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 11/05/2018

Subject

City Manager's Report - Ryan Waller

* Receipt and file correspondence from October 12, 19 and 26 2018

Information

In your packet are the October 12, 19 and 26, 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

Waller Weekly 101218
City Funds as of 091818
June 2018 Treasurer Report
Construction Updates
PM 100818
Bravo Letter
Peoples Company Letter
Draft November 19 Agenda
Waller Weekly 101918
Press Release
Letter to Neighbors
FEMA Letter
Speed Study Results
Council Recap
Draft November 19 Agenda
CD Project Updates
Expired Permit List
Marketing Email
PD Event
Waller Weekly 102618
FEMA Letter 102618
CC Updates 10222018
PM 102218
Expired Permits
Chamber Invite
CC email 102318
Draft 111918 Agenda 102618

Diana Bowlin

From: Ryan Waller
Sent: Friday, October 12, 2018 2:22 PM
To: All Department Heads
Cc: Amy Beattie; Rasmussen, Jim; Dave N Moeller
Subject: FW: Waller's Weekly 10.12.18
Attachments: City Funds As of 18 September 2018.pdf; June 2018 Treasurer Report.pdf; Construction Updates 100818.pdf; PM 10082018.pdf; Draft November 19, 2018 Agenda.docx; Draft November 5, 2018 Agenda.docx; 20181012141429456.pdf; 20181012141436230.pdf

Good afternoon, all.

Attached, please find this week's update email. One item that I would like to point out is the hiring of our new Community and Economic Development Director. Thank you to all of you who helped in the interview process.

As always, if there are any questions or items your department would like included, please be sure to let me know. Have a great weekend.

Thank you for all you do!

Ryan

From: Ryan Waller
Sent: Friday, October 12, 2018 2:19 PM
Subject: Waller's Weekly 10.12.18

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 great weekend!

Ryan



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

WWTP Public Hearing – HR Green representatives, Amy Beattie (Brick Gentry), Rick Graves and I attended last night's County Zoning public hearing on the City's application for a special use permit for the proposed wastewater treatment plant. The meeting was also attended by the neighbors of the City's farm site. At the conclusion of the meeting at 10:30 p.m., the application was tabled until next month. In advance of the next meeting, we will be hosting another

meeting (10/25/18) with neighbors of the City's farm site. This meeting was requested by the Board of Adjustments.

Budget/Financial Policy – City Staff has received a request from a councilman regarding the City's financial policy and the reserve targets. In response to this request, a copy of the financial policy, which includes the reserve targets, may be found in the City Budget Book (Section VI pages 14 – 22) - <http://indianolaiowa.gov/DocumentCenter/View/8194/FY19-Indianola-Iowa-Budget-Presentation-Document?bidId>. Also, it is my understanding that Staff is still receiving requests for a document that shows the fund balances. This information has been provided in emails on September 21st and October 2nd. I am reattaching the documents provided in these emails. Additionally, as noted in the October 2nd email, the ending fund and projected fund balances may be found on page 44 of budget book, which may be found via the link provided above. As indicated previously, Andy and I are available to review this material with any elected official.

Habitat for Humanity – At the last City Council meeting, Councilman Gezel asked if homes built by Habitat for Humanity are eligible for the City's abatement program. As long as the home constructed met the requirements of the program, a home built by Habitat for Humanity would qualify. I spoke with the County Assessor's Office which also confirmed that Habitat for Humanity would qualify.

National Event - This weekend, October 13-14, Indianola will once again welcome a national event when the Sports Car Club of America takes the track at the National Balloon Classic spectator lot (located south of the Memorial Balloon Field) for the 2018 DirtFish SCCA RallyCross National Championship. Over 120 drivers from across the nation will compete in various categories such as all-wheel, front-wheel, rear-wheel, and 2-wheel drive. Spectators are welcome to watch the action at no cost, but parking is limited and all viewers must remain in designated safe zones. For more information about DirtFish, visit <https://www.scca.com/pages/rallycross>.

Personnel Update – I am pleased to share that we have filled the vacant Community and Economic Development Director position. Charles Dissell will be joining the City team on Monday, November 19th. Charles has significant experience in planning and code enforcement, is familiar with central Iowa and had glowing reviews from references.

Ash Tree Removals – Included in the City's FY19 budget is funding to continue to remove Ash trees. As you may recall, these trees are at risk from the Emerald Ash Borer. This year, 57 trees have been identified removal. It is anticipated that removal of these trees will be completed by December. We will be providing notification of these efforts and the locations via our communication outlets (i.e. website, Facebook and Twitter). The locations of the trees are as follows:

1 tree at Moats Park
2 trees at Willow Creek Tot Lot
4 trees at McCord Park
3 trees at South Park
4 trees at Pickard Campground
5 trees near the shelter at Pickard
3 trees in the NW corner of Pickard
3 trees in Easton Park
14 trees along Hwy 92 E, in front of Easton Village Apartments
5 trees along the McVay Trail on Hwy 92 East (between Pickard & 15th St)
2 trees at the library
1 tree at Memorial park
10 trees along the McVay Trail between 5th & 9th streets

Thank You Letters – Attached, please find two letters thanking the City for its support of BRAVO and programs funded via BRAVO.

Peoples Company Letter - Attached, please find a letter the City received concerning an inquiry being made by Peoples Company.

Upcoming City Council Agendas – Attached, please draft agenda documents for 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 are the property maintenance and construction updates provided by Community Development.

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

GENERAL FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
COMMUNITY DEVELOPMENT	373,017.18	32,331.35	32,331.35	91.3	340,685.83
DEPARTMENT 2100	.00	528.50	528.50	.0 (	528.50)
STREET LIGHTING	190,000.00	31,666.66	31,666.66	83.3	158,333.34
BRUSH FACILITY/CITY CLEAN UP	15,000.00	5,463.50	5,463.50	63.6	9,536.50
COMMUNITY BETTERMENT	72,200.00	44,804.73	44,804.73	37.9	27,395.27
ECONOMIC DEVELOPMENT	421,034.00	.00	.00	100.0	421,034.00
CITY MANAGER	194,302.14	25,062.12	25,062.12	87.1	169,240.02
CLERK/FINANCE	82,799.00	32,309.28	32,309.28	61.0	50,489.72
PUBLIC INFORMATION & TECHNOLO	440,622.30	74,685.54	74,685.54	83.1	365,936.76
HUMAN RESOURCES	77,294.38	25,918.35	25,918.35	66.5	51,376.03
GENERAL GOV'T & BLDGS (CITY HA	1,500.00	1,916.57	1,916.57	(27.8) (	416.57)
TRANSFERS OUT	772,442.17	116,643.02	116,643.02	84.9	655,799.15
NON-PROGRAM GENERAL REVENUE	470,100.00	117,672.62	117,672.62	75.0	352,427.38
TOTAL FUND REVENUE	3,110,311.17	509,002.24	509,002.24	83.6	2,601,308.93
<u>EXPENDITURES</u>					
COMMUNITY DEVELOPMENT	406,217.65	63,482.23	63,482.23	84.4	342,735.42
DEPARTMENT 2100	.00	28,327.35	28,327.35	.0 (	28,327.35)
STREET LIGHTING	190,000.00	42,410.86	42,410.86	77.7	147,589.14
BRUSH FACILITY/CITY CLEAN UP	57,127.13	30,357.26	30,357.26	46.9	26,769.87
COMMUNITY BETTERMENT	92,537.14	35,125.00	35,125.00	62.0	57,412.14
ECONOMIC DEVELOPMENT	315,000.00	3,000.00	3,000.00	99.1	312,000.00
MAYOR AND COUNCIL	35,159.83	5,212.65	5,212.65	85.2	29,947.18
CITY MANAGER	226,709.43	59,807.17	59,807.17	73.6	166,902.26
CLERK/FINANCE	403,592.35	68,759.68	68,759.68	83.0	334,832.67
PUBLIC INFORMATION & TECHNOLO	444,666.67	59,662.06	59,662.06	86.6	385,004.61
HUMAN RESOURCES	109,623.96	21,853.92	21,853.92	80.1	87,770.04
GENERAL GOV'T & BLDGS (CITY HA	348,166.00	110,547.71	110,547.71	68.3	237,618.29
TRANSFERS OUT	81,017.00	10,098.00	10,098.00	87.5	70,919.00
NON-PROGRAM GENERAL REVENUE	115,146.40	4,444.44	4,444.44	96.1	110,701.96
BUDGETED RESERVES (HOLDING AC	132,053.81	.00	.00	100.0	132,053.81
TOTAL FUND EXPENDITURES	2,957,017.37	543,088.33	543,088.33	81.6	2,413,929.04
NET REVENUE OVER EXPENDITURES	153,293.80	(34,086.09)	(34,086.09)	122.2	187,379.89

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

POLICE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
POLICE	3,041,749.08	67,457.02	67,457.02	97.8	2,974,292.06
TOTAL FUND REVENUE	3,041,749.08	67,457.02	67,457.02	97.8	2,974,292.06
<u>EXPENDITURES</u>					
POLICE	2,945,049.08	605,998.04	605,998.04	79.4	2,339,051.04
DISPATCH/RADIO	96,700.00	41,222.50	41,222.50	57.4	55,477.50
TOTAL FUND EXPENDITURES	3,041,749.08	647,220.54	647,220.54	78.7	2,394,528.54
NET REVENUE OVER EXPENDITURES	.00	(579,763.52)	(579,763.52)	.0	579,763.52

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

FIRE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
FIRE	596,081.21	19,298.21	19,298.21	96.8	576,783.00
TOTAL FUND REVENUE	596,081.21	19,298.21	19,298.21	96.8	576,783.00
<u>EXPENDITURES</u>					
FIRE	570,581.21	142,649.89	142,649.89	75.0	427,931.32
CIVIL DEFENSE	25,500.00	.00	.00	100.0	25,500.00
TOTAL FUND EXPENDITURES	596,081.21	142,649.89	142,649.89	76.1	453,431.32
NET REVENUE OVER EXPENDITURES	.00	(123,351.68)	(123,351.68)	.0	123,351.68

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

AMBULANCE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
AMBULANCE	1,456,122.85	76,989.56	76,989.56	94.7	1,379,133.29
TOTAL FUND REVENUE	1,456,122.85	76,989.56	76,989.56	94.7	1,379,133.29
<u>EXPENDITURES</u>					
AMBULANCE	1,456,122.85	274,226.34	274,226.34	81.2	1,181,896.51
TOTAL FUND EXPENDITURES	1,456,122.85	274,226.34	274,226.34	81.2	1,181,896.51
NET REVENUE OVER EXPENDITURES	.00	(197,236.78)	(197,236.78)	.0	197,236.78

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

LIBRARY FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
LIBRARY	606,229.86	4,477.59	4,477.59	99.3	601,752.27
TOTAL FUND REVENUE	606,229.86	4,477.59	4,477.59	99.3	601,752.27
<u>EXPENDITURES</u>					
LIBRARY	606,229.86	117,578.48	117,578.48	80.6	488,651.38
TOTAL FUND EXPENDITURES	606,229.86	117,578.48	117,578.48	80.6	488,651.38
NET REVENUE OVER EXPENDITURES	.00	(113,100.89)	(113,100.89)	.0	113,100.89

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

PARK & RECREATION FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
PARK & REC ADMINISTRATION	1,518,171.72	65,438.40	65,438.40	95.7	1,452,733.32
PARKS	38,870.00	18,877.56	18,877.56	51.4	19,992.44
TOTAL FUND REVENUE	1,557,041.72	84,315.96	84,315.96	94.6	1,472,725.76
<u>EXPENDITURES</u>					
PARK & REC ADMINISTRATION	837,158.30	158,458.84	158,458.84	81.1	678,699.46
PARKS	649,820.42	119,630.27	119,630.27	81.6	530,190.15
PARKS--BUXTON PARK	70,063.00	10,625.92	10,625.92	84.8	59,437.08
RECREATION	.00	615.64	615.64	.0	(615.64)
TOTAL FUND EXPENDITURES	1,557,041.72	289,330.67	289,330.67	81.4	1,267,711.05
NET REVENUE OVER EXPENDITURES	.00	(205,014.71)	(205,014.71)	.0	205,014.71

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

POOL (MEMORIAL) FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
POOL (MEMORIAL)	254,564.00	53,819.72	53,819.72	78.9	200,744.28
TOTAL FUND REVENUE	254,564.00	53,819.72	53,819.72	78.9	200,744.28
<u>EXPENDITURES</u>					
POOL (MEMORIAL)	254,564.00	95,800.88	95,800.88	62.4	158,763.12
TOTAL FUND EXPENDITURES	254,564.00	95,800.88	95,800.88	62.4	158,763.12
NET REVENUE OVER EXPENDITURES	.00	(41,981.16)	(41,981.16)	.0	41,981.16

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

FRANCHISE FEE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 6500	100,000.00	25,884.93	25,884.93	74.1	74,115.07
TOTAL FUND REVENUE	100,000.00	25,884.93	25,884.93	74.1	74,115.07
<u>EXPENDITURES</u>					
DEPARTMENT 6500	240,000.00	.00	.00	100.0	240,000.00
TOTAL FUND EXPENDITURES	240,000.00	.00	.00	100.0	240,000.00
NET REVENUE OVER EXPENDITURES	(140,000.00)	25,884.93	25,884.93	(118.5)	(165,884.93)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

ROAD USE TAX FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
STREETS	1,993,533.00	364,499.66	364,499.66	81.7	1,629,033.34
STREET CLEANING/SWEEPING	.00	160.00	160.00	.0	(160.00)
TOTAL FUND REVENUE	1,993,533.00	364,659.66	364,659.66	81.7	1,628,873.34
<u>EXPENDITURES</u>					
STREETS	1,767,665.77	298,667.66	298,667.66	83.1	1,468,998.11
SNOW REMOVAL/ICE CONTROL	72,627.00	.00	.00	100.0	72,627.00
STREET CLEANING/SWEEPING	34,535.20	245.00	245.00	99.3	34,290.20
DEPARTMENT 2900	3,500.00	.00	.00	100.0	3,500.00
STORM WATER	.00	1,981.35	1,981.35	.0	(1,981.35)
TOTAL FUND EXPENDITURES	1,878,327.97	300,894.01	300,894.01	84.0	1,577,433.96
NET REVENUE OVER EXPENDITURES	115,205.03	63,765.65	63,765.65	44.7	51,439.38

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

TRUST & AGENCY FUND (EMP BEN)

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
TRANSFERS OUT	1,954,546.00	5,004.67	5,004.67	99.7	1,949,541.33
TOTAL FUND REVENUE	1,954,546.00	5,004.67	5,004.67	99.7	1,949,541.33
<u>EXPENDITURES</u>					
TRANSFERS OUT	1,901,156.00	5,004.67	5,004.67	99.7	1,896,151.33
TOTAL FUND EXPENDITURES	1,901,156.00	5,004.67	5,004.67	99.7	1,896,151.33
NET REVENUE OVER EXPENDITURES	53,390.00	.00	.00	100.0	53,390.00

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

YMCA MAINTENANCE OBLIGATIONS

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 6500	110,146.40	.00	.00	100.0	110,146.40
TOTAL FUND REVENUE	110,146.40	.00	.00	100.0	110,146.40
<u>EXPENDITURES</u>					
DEPARTMENT 6150	20,000.00	.00	.00	100.0	20,000.00
TOTAL FUND EXPENDITURES	20,000.00	.00	.00	100.0	20,000.00
NET REVENUE OVER EXPENDITURES	90,146.40	.00	.00	100.0	90,146.40

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

LOCAL OPTION SALES TAX

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 7500	1,100,000.00	311,403.76	311,403.76	71.7	788,596.24
TOTAL FUND REVENUE	1,100,000.00	311,403.76	311,403.76	71.7	788,596.24
<u>EXPENDITURES</u>					
TOTAL FUND EXPENDITURES	.00	.00	.00	.0	.00
NET REVENUE OVER EXPENDITURES	1,100,000.00	311,403.76	311,403.76	71.7	788,596.24

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

TIF--DOWNTOWN FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
ECONOMIC DEVELOPMENT	2,285,759.00	877.83	877.83	100.0	2,284,881.17
TOTAL FUND REVENUE	2,285,759.00	877.83	877.83	100.0	2,284,881.17
<u>EXPENDITURES</u>					
ECONOMIC DEVELOPMENT	1,334,523.00	.00	.00	100.0	1,334,523.00
TOTAL FUND EXPENDITURES	1,334,523.00	.00	.00	100.0	1,334,523.00
NET REVENUE OVER EXPENDITURES	951,236.00	877.83	877.83	99.9	950,358.17

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

LIBRARY SPECIAL REVENUE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
LIBRARY SPECIAL REVENUE	13,000.00	4,536.74	4,536.74	65.1	8,463.26
TOTAL FUND REVENUE	13,000.00	4,536.74	4,536.74	65.1	8,463.26
<u>EXPENDITURES</u>					
LIBRARY SPECIAL REVENUE	13,000.00	1,359.03	1,359.03	89.6	11,640.97
TOTAL FUND EXPENDITURES	13,000.00	1,359.03	1,359.03	89.6	11,640.97
NET REVENUE OVER EXPENDITURES	.00	3,177.71	3,177.71	.0 (	3,177.71)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

PARK & REC SPECIAL REV FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
P&R SR--KEY CARD	.00	576.63	576.63	.0 (	576.63)
P&R SR--PARKS & TRAILS	.00	5.00	5.00	.0 (	5.00)
P&R SR--FUNDRAISERS, MEMORIALS	.00	515.97	515.97	.0 (	515.97)
P&R SR--YOUTH/TEEN PROGRAMS	.00	9,579.94	9,579.94	.0 (	9,579.94)
TOTAL FUND REVENUE	.00	10,677.54	10,677.54	.0 (	10,677.54)
<u>EXPENDITURES</u>					
P&R SR--KEY CARD	.00	5.66	5.66	.0 (	5.66)
TOTAL FUND EXPENDITURES	.00	5.66	5.66	.0 (	5.66)
NET REVENUE OVER EXPENDITURES	.00	10,671.88	10,671.88	.0 (	10,671.88)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DOWNTOWN REVOLVING LOAN FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
ECONOMIC DEVELOPMENT	46,250.00	16,578.28	16,578.28	64.2	29,671.72
TOTAL FUND REVENUE	46,250.00	16,578.28	16,578.28	64.2	29,671.72
<u>EXPENDITURES</u>					
ECONOMIC DEVELOPMENT	125,000.00	57,272.89	57,272.89	54.2	67,727.11
TOTAL FUND EXPENDITURES	125,000.00	57,272.89	57,272.89	54.2	67,727.11
NET REVENUE OVER EXPENDITURES	(78,750.00)	(40,694.61)	(40,694.61)	(48.3)	(38,055.39)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DOWNTOWN BIZ INCENTIVE PROGRAM

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
ECONOMIC DEVELOPMENT	30,000.00	17,118.57	17,118.57	42.9	12,881.43
TOTAL FUND REVENUE	30,000.00	17,118.57	17,118.57	42.9	12,881.43
<u>EXPENDITURES</u>					
ECONOMIC DEVELOPMENT	60,000.00	623.79	623.79	99.0	59,376.21
TOTAL FUND EXPENDITURES	60,000.00	623.79	623.79	99.0	59,376.21
NET REVENUE OVER EXPENDITURES	(30,000.00)	16,494.78	16,494.78	(155.0)	(46,494.78)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

VEHICLE RESERVE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 7500	167,322.78	468.19	468.19	99.7	166,854.59
VEHICLE RESERVE	824,013.00	.00	.00	100.0	824,013.00
TOTAL FUND REVENUE	991,335.78	468.19	468.19	100.0	990,867.59
<u>EXPENDITURES</u>					
DEPARTMENT 1100	.00	29,124.00	29,124.00	.0 (	29,124.00)
VEHICLE RESERVE	884,013.00	60,427.88	60,427.88	93.2	823,585.12
TOTAL FUND EXPENDITURES	884,013.00	89,551.88	89,551.88	89.9	794,461.12
NET REVENUE OVER EXPENDITURES	107,322.78	(89,083.69)	(89,083.69)	183.0	196,406.47

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

FUND 199

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 9300	.00	250.31	250.31	.0	(250.31)
TOTAL FUND REVENUE	.00	250.31	250.31	.0	(250.31)
<u>EXPENDITURES</u>					
DEPARTMENT 9100	25,060.00	4,166.66	4,166.66	83.4	20,893.34
TOTAL FUND EXPENDITURES	25,060.00	4,166.66	4,166.66	83.4	20,893.34
NET REVENUE OVER EXPENDITURES	(25,060.00)	(3,916.35)	(3,916.35)	(84.4)	(21,143.65)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

DEBT SERVICE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEBT SERVICE	1,802,194.00	26,419.46	26,419.46	98.5	1,775,774.54
TOTAL FUND REVENUE	1,802,194.00	26,419.46	26,419.46	98.5	1,775,774.54
<u>EXPENDITURES</u>					
DEBT SERVICE	4,500.00	.00	.00	100.0	4,500.00
DS--2011C GO-\$850K GO	122,517.50	.00	.00	100.0	122,517.50
DS-2011E GO-WELLNESS CENTER 1	149,300.00	.00	.00	100.0	149,300.00
DS--2012A GO-WELLNESS CENTER 2	465,070.00	.00	.00	100.0	465,070.00
DS--2012B GO	365,490.00	.00	.00	100.0	365,490.00
DS--2013A GO	276,740.00	.00	.00	100.0	276,740.00
2013B GO-WELLNESS CENTER 3	400,152.50	.00	.00	100.0	400,152.50
2013C	282,775.00	.00	.00	100.0	282,775.00
TOTAL FUND EXPENDITURES	2,066,545.00	.00	.00	100.0	2,066,545.00
NET REVENUE OVER EXPENDITURES	(264,351.00)	26,419.46	26,419.46	(110.0)	(290,770.46)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

CAPITAL PROJECTS FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 7500	2,067,360.00	16,980.77	16,980.77	99.2	2,050,379.23
TOTAL FUND REVENUE	2,067,360.00	16,980.77	16,980.77	99.2	2,050,379.23
<u>EXPENDITURES</u>					
CP--FIRE/AMBULANCE	.00	2,716.00	2,716.00	.0 (	2,716.00)
DEPARTMENT 4100	.00	12,247.34	12,247.34	.0 (	12,247.34)
DEPARTMENT 4300	.00	30,219.10	30,219.10	.0 (	30,219.10)
CP--MEMORIAL/SKATE PARK	.00	4,273.52	4,273.52	.0 (	4,273.52)
CP--GENERAL GOV'T & BLDG	.00	15,660.00	15,660.00	.0 (	15,660.00)
CP--WELLNESS CENTER	2,042,360.00	.00	.00	100.0	2,042,360.00
TOTAL FUND EXPENDITURES	2,042,360.00	65,115.96	65,115.96	96.8	1,977,244.04
NET REVENUE OVER EXPENDITURES	25,000.00	(48,135.19)	(48,135.19)	292.5	73,135.19

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STREET CAPITAL PROJECTS FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
CP--STREETS	12,000.00	940.00	940.00	92.2	11,060.00
TOTAL FUND REVENUE	12,000.00	940.00	940.00	92.2	11,060.00
<u>EXPENDITURES</u>					
CP--STREETS	12,000.00	28,589.05	28,589.05	(138.2)	(16,589.05)
2018 STREETS CIP	.00	92,065.13	92,065.13	.0	(92,065.13)
DEPARTMENT 9000	.00	92.75	92.75	.0	(92.75)
TOTAL FUND EXPENDITURES	12,000.00	120,746.93	120,746.93	(906.2)	(108,746.93)
NET REVENUE OVER EXPENDITURES	.00	(119,806.93)	(119,806.93)	.0	119,806.93

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

CP--COMM RE-DEV (D & D) FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
CP--ECONOMIC DEVELOPMENT	20,000.00	4,444.44	4,444.44	77.8	15,555.56
TOTAL FUND REVENUE	20,000.00	4,444.44	4,444.44	77.8	15,555.56
<u>EXPENDITURES</u>					
TOTAL FUND EXPENDITURES	.00	.00	.00	.0	.00
NET REVENUE OVER EXPENDITURES	20,000.00	4,444.44	4,444.44	77.8	15,555.56

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
SEWER	1,633,587.00	272,264.50	272,264.50	83.3	1,361,322.50
TOTAL FUND REVENUE	1,633,587.00	272,264.50	272,264.50	83.3	1,361,322.50
<u>EXPENDITURES</u>					
SEWER	1,143,789.92	254,978.16	254,978.16	77.7	888,811.76
SEWER COLLECTION/DISTRIBUTION	165,864.00	37,539.25	37,539.25	77.4	128,324.75
SEWER PLANT	341,031.04	28,009.04	28,009.04	91.8	313,022.00
TOTAL FUND EXPENDITURES	1,650,684.96	320,526.45	320,526.45	80.6	1,330,158.51
NET REVENUE OVER EXPENDITURES	(17,097.96)	(48,261.95)	(48,261.95)	182.3	31,163.99

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

STORMWATER UTILITY FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
STORMWATER	203,000.00	34,293.73	34,293.73	83.1	168,706.27
TOTAL FUND REVENUE	203,000.00	34,293.73	34,293.73	83.1	168,706.27
<u>EXPENDITURES</u>					
STORMWATER	568,500.00	36,960.00	36,960.00	93.5	531,540.00
TOTAL FUND EXPENDITURES	568,500.00	36,960.00	36,960.00	93.5	531,540.00
NET REVENUE OVER EXPENDITURES	(365,500.00)	(2,666.27)	(2,666.27)	(99.3)	(362,833.73)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

RECYCLING FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
RECYCLING	219,090.00	38,215.48	38,215.48	82.6	180,874.52
TOTAL FUND REVENUE	219,090.00	38,215.48	38,215.48	82.6	180,874.52
<u>EXPENDITURES</u>					
RECYCLING	211,862.00	53,116.47	53,116.47	74.9	158,745.53
TOTAL FUND EXPENDITURES	211,862.00	53,116.47	53,116.47	74.9	158,745.53
NET REVENUE OVER EXPENDITURES	7,228.00	(14,900.99)	(14,900.99)	306.2	22,128.99

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER CAPITAL PROJECTS FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
SEWER CAPITAL PROJECTS	3,674,906.50	1,517,912.46	1,517,912.46	58.7	2,156,994.04
TOTAL FUND REVENUE	3,674,906.50	1,517,912.46	1,517,912.46	58.7	2,156,994.04
<u>EXPENDITURES</u>					
SEWER CAPITAL PROJECTS	3,877,980.00	1,438,453.35	1,438,453.35	62.9	2,439,526.65
TOTAL FUND EXPENDITURES	3,877,980.00	1,438,453.35	1,438,453.35	62.9	2,439,526.65
NET REVENUE OVER EXPENDITURES	(203,073.50)	79,459.11	79,459.11	(139.1)	(282,532.61)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER IMP/EQUIP RESERVE

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 8300	25,000.00	4,166.66	4,166.66	83.3	20,833.34
TOTAL FUND REVENUE	25,000.00	4,166.66	4,166.66	83.3	20,833.34
<u>EXPENDITURES</u>					
TOTAL FUND EXPENDITURES	.00	.00	.00	.0	.00
NET REVENUE OVER EXPENDITURES	25,000.00	4,166.66	4,166.66	83.3	20,833.34

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

SEWER REVENUE BONDS FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
SEWER REVENUE BONDS	826,021.00	137,670.16	137,670.16	83.3	688,350.84
TOTAL FUND REVENUE	826,021.00	137,670.16	137,670.16	83.3	688,350.84
<u>EXPENDITURES</u>					
2009 SRF REVENUE BOND	441,808.00	.00	.00	100.0	441,808.00
2013 SRF REVENUE BOND	184,301.00	.00	.00	100.0	184,301.00
DEPARTMENT 8303	199,912.00	.00	.00	100.0	199,912.00
TOTAL FUND EXPENDITURES	826,021.00	.00	.00	100.0	826,021.00
NET REVENUE OVER EXPENDITURES	.00	137,670.16	137,670.16	.0 (	137,670.16)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

HEALTH INSURANCE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
INTERNAL SERVICE	1,879,893.90	469,222.57	469,222.57	75.0	1,410,671.33
DEPARTMENT 9301	69,250.00	.00	.00	100.0	69,250.00
DEPARTMENT 9302	11,097.00	.00	.00	100.0	11,097.00
TOTAL FUND REVENUE	1,960,240.90	469,222.57	469,222.57	76.1	1,491,018.33
<u>EXPENDITURES</u>					
INTERNAL SERVICE	1,876,894.00	141,893.09	141,893.09	92.4	1,735,000.91
DEPARTMENT 9301	57,721.00	.00	.00	100.0	57,721.00
DEPARTMENT 9302	10,068.00	.00	.00	100.0	10,068.00
TOTAL FUND EXPENDITURES	1,944,683.00	141,893.09	141,893.09	92.7	1,802,789.91
NET REVENUE OVER EXPENDITURES	15,557.90	327,329.48	327,329.48	(2003. (	311,771.58)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

HRA FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
HRA	5,000.00	.00	.00	100.0	5,000.00
TOTAL FUND REVENUE	5,000.00	.00	.00	100.0	5,000.00
<u>EXPENDITURES</u>					
INTERNAL SERVICE	4,865.00	46,560.36	46,560.36	(857.1) (	41,695.36)
TOTAL FUND EXPENDITURES	4,865.00	46,560.36	46,560.36	(857.1) (	41,695.36)
NET REVENUE OVER EXPENDITURES	135.00	(46,560.36)	(46,560.36)	34589.	46,695.36

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

FLEX/STD FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
DEPARTMENT 9300	20,269.00	1,743.52	1,743.52	91.4	18,525.48
TOTAL FUND REVENUE	20,269.00	1,743.52	1,743.52	91.4	18,525.48
<u>EXPENDITURES</u>					
DEPARTMENT 9300	35,000.00	815.38	815.38	97.7	34,184.62
TOTAL FUND EXPENDITURES	35,000.00	815.38	815.38	97.7	34,184.62
NET REVENUE OVER EXPENDITURES	(14,731.00)	928.14	928.14	(106.3)	(15,659.14)

CITY OF INDIANOLA IA
FUND SUMMARY
FOR THE 3 MONTHS ENDING SEPTEMBER 30, 2018

CITY LIAB INS RESERVE FUND

	AMENDED BUDGET	PERIOD ACTUAL	YTD ACTUAL	PCNT	VARIANCE
<u>REVENUE</u>					
INTERNAL SERVICE	.00	51.34	51.34	.0	(51.34)
TOTAL FUND REVENUE	.00	51.34	51.34	.0	(51.34)
<u>EXPENDITURES</u>					
CITY LIABILITY INS POLICE	11,000.00	.00	.00	100.0	11,000.00
CITY LIABILITY INS FIRE	100.00	.00	.00	100.0	100.00
CITY LIABILITY INS AMBULANCE	100.00	.00	.00	100.0	100.00
CITY LIABILITY INS STREETS	100.00	1,775.11	1,775.11	(1675.	(1,675.11)
CITY LIABILITY INS LIBRARY	500.00	.00	.00	100.0	500.00
CITY LIABILITY INS PARK & REC	100.00	.00	.00	100.0	100.00
CITY LIABILITY INS GEN'L GOV'T	250.00	.00	.00	100.0	250.00
CITY LIABILITY INS SEWER	250.00	.00	.00	100.0	250.00
TOTAL FUND EXPENDITURES	12,400.00	1,775.11	1,775.11	85.7	10,624.89
NET REVENUE OVER EXPENDITURES	(12,400.00)	(1,723.77)	(1,723.77)	(86.1)	(10,676.23)

FINANCIAL REPORT
MONTH OF JUNE, 2018

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FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,629,333.58	19,780.02	239,681.80	298,204.67	95,204.61	1,612,431.86	
011 Police	1,663,095.59	50,469.56	295,094.56	8,995.18	8,054.70	1,419,411.07	
015 Fire	693,572.70	4,143.37	59,265.82	1,432.01	277,208.04	362,674.22	
016 Ambulance	62,620.76	1,680.83	137,739.62	756.08	-842.89	-71,839.06	
041 Library	212,902.26	4,164.41	55,911.12	1,508.15	-585.76	163,249.46	
042 Park & Recreation	762,774.71	52,971.53	260,442.86	1,708.53	24,242.99	532,768.92	
045 Memorial Pool	159,724.86	54,910.07	47,647.43	0.00	20,000.00	146,987.50	
071 General Fund Debt Service	55,752.29	602.29	0.00	0.00	0.00	56,354.58	
099 Franchise Fees-MEC	736,089.70	0.00	0.00	0.00	0.00	736,089.70	
GENERAL FUND SUB-TOTAL	5,975,866.45	188,722.08	1,095,783.21	312,604.62	423,281.69	4,958,128.25	
110 Road Use Tax (Streets)	2,131,702.71	145,424.05	106,751.82	0.00	598,806.47	1,571,568.47	
112 Trust & Agency	0.00	13,358.32	0.00	0.00	13,358.32	0.00	
115 YMCA Maintenance Obligations	261,454.46	0.00	0.00	100,000.00	0.00	361,454.46	
121 Local Option Sales Tax	3,327,889.72	153,515.34	0.00	0.00	0.00	3,481,405.06	
125 TIF--Downtown	2,999,537.30	6,330.57	0.00	0.00	1,361,452.39	1,644,415.48	
141 Library Special Revenue	32,976.05	117.66	5,081.94	0.00	0.00	28,011.77	
142 Park & Rec Special Revenue	101,792.43	1,760.08	200.00	0.00	0.00	103,352.51	
160 Downtown Revolving Loan	244,593.91	2,062.50	15,092.17	0.00	0.00	231,564.24	
161 Downtown Business Inc Program	57,308.04	0.00	735.19	0.00	0.00	56,572.85	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	588,989.73	1,774.66	74,852.78	546,746.00	0.00	1,062,657.61	
199 Police Retirement	68,117.91	88.62	0.00	0.00	1,041.63	67,164.90	
SPECIAL REVENUES SUB-TOTAL	9,834,192.33	324,431.80	202,713.90	646,746.00	1,974,658.81	8,627,997.42	
200 DEBT SERVICE (SUB-TOTAL)	165,718.53	5,238.22	0.00	1,005,048.04	0.00	1,176,004.79	
301 Capital Projects (General)	313,040.76	2,331.86	-186,284.37	45,000.00	0.00	546,656.99	
321 Capital Projects (Streets)	-167,266.90	220.00	14,302.17	421,067.00	0.00	239,717.93	
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	0.00	0.00	-42,551.91	
CAPITAL PROJECTS SUB-TOTAL	100,641.73	2,551.86	-171,982.20	466,067.00	0.00	741,242.79	
610 Sewer	1,000,117.62	0.00	122,980.81	140,097.47	45,655.23	971,579.05	
650 Stormwater Utility	561,155.45	17,077.44	25,234.23	0.00	5,408.37	547,590.29	
670 Recycling	116,833.91	19,218.04	16,569.50	0.00	1,994.33	117,488.12	
710 Sewer Capital Projects	1,806,209.11	253,833.94	498,105.06	0.00	289,038.58	1,272,899.41	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	415,489.06	0.00	0.00	2,083.37	0.00	417,572.43	
791 Sewer Revenue Bonds	866,055.80	0.00	634,152.77	56,708.37	0.00	288,611.40	
820 Health Insurance	888,152.11	123,222.30	147,743.91	0.00	0.00	863,630.50	
830 Health Reimbursement Account	191,322.25	0.00	1,410.12	0.00	0.00	189,912.13	
840 Flex/STD	197,133.43	1,223.07	1,223.07	282.00	0.00	197,415.43	
850 Liability Insurance Reserve--City	13,337.31	19.70	0.00	0.00	0.00	13,357.01	
CITY UTILITY & IS SUB-TOTAL	6,170,044.75	414,594.49	1,447,419.47	199,171.21	342,096.51	4,994,294.47	
TOTAL CITY FUNDS	22,246,463.79	935,538.45	2,573,934.38	2,629,636.87	2,740,037.01	20,497,667.72	61%
TOTAL IMU FUNDS	12,859,413.30	2,892,905.35	2,508,914.16	385,419.49	275,019.35	13,353,804.63	39%
GRAND TOTAL CITY & IMU	35,105,877.09	3,828,443.80	5,082,848.54	3,015,056.36	3,015,056.36	33,851,472.35	
Cross Check Total						33,851,472.35	

Investments				Clerk's Balance	33,851,472.35
Bankers Trust	\$	20,986,097.48	2.00%		
Bankers Trust IMU Elec Fiber Project	\$	7,037,972.60	1.47%		
Bankers Trust Debt Reserve - Peoples Bank	\$	869,685.16	1.80%		
Iowa Public Agency Inv. Trust	\$	112,462.90	1.60%		
Payroll Account, TruBank	\$	-		Plus Outstanding Checks	655,673.83
Checking Account, TruBank	\$	110,013.56	0.15%	Outstanding Deposit	-32,349.82
Sweep Account, TruBank	\$	4,905,894.72	1.92%		
City USDA Funds - TruBank	\$	75,000.00			
IMU USDA Funds - TruBank	\$	375,000.00			
Wells Fargo	\$	2,669.94			
BANK BALANCE		34,474,796.36			34,474,796.36

600 Water	606,244.95	191,270.44	116,784.72	0.00	160,905.76	519,824.91
620 IMU Administration	-28,538.03	0.00	49,882.41	78,834.52	15.00	399.08
625 Revolving Economic Development	109,957.46	142.76	0.00	0.00	0.00	110,100.22
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	3,103,475.87	1,836,082.92	1,083,793.45	45,133.30	213,812.36	3,687,086.28
640 Fiber/Communications	-106,644.81	401,062.51	67,221.97	0.00	-99,713.77	326,909.50
700 Water Capital Projects	1,426,150.73	0.00	23,551.98	100,400.00	0.00	1,502,998.75
730 Electric Capital Projects	7,339,466.10	61,321.21	731,395.30	0.00	0.00	6,669,392.01
740 Fiber/Comm Capital Projects	-250,131.47	403,005.81	436,284.33	0.00	0.00	-283,409.99
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	85,416.70	0.00	0.00	17,083.30	0.00	102,500.00
793 Electric Revenue Bonds	110,440.48	0.00	0.00	143,968.37	0.00	254,408.85
855 Liability Insurance Reserve--IMU	13,575.32	19.70	0.00	0.00	0.00	13,595.02
IMU SUB-TOTAL	12,859,413.30	2,892,905.35	2,508,914.16	385,419.49	275,019.35	13,353,804.63

<u>INTEREST DISTRIBUTION</u>	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 19,337.95	35.43%	\$ 82,228.08	\$ 160,744.73
Water Funds	\$ 3,247.55	5.95%	\$ 13,480.49	\$ 27,185.39
Sewer Funds	\$ 4,835.86	8.86%	\$ 19,874.28	\$ 40,324.15
Police Retirement	\$ 109.16	0.20%	\$ 468.35	\$ 1,065.44
Community Redevelopment	\$ -	0.00%	\$ -	
All other	\$ 27,050.21	49.56%	\$ 109,577.30	\$ 231,091.85
TOTAL	\$ 54,580.73	100.00%	\$ 225,628.50	\$ 460,411.56

Construction Project Updates

	<u>Name</u>	<u>Address</u>	<u>Contractor</u>	<u>Construction</u>	<u>Value</u>	<u>Status</u>
1	CIO Properties, LC	302 East Scenic Valley Avenue	Downing Construction	Orthodontic Clinic	\$600,583	Complete
2	Indianola Community Schools	1301 East 2nd Avenue	DDVI	Administration Building	\$1,544,000	Exterior walls complete ,roof complete with associated trim. Decorative screen wall at east and north elevatioons in place. Rough grading and esterioir sidewalks with parking lot patch work in plac. iinterior work contuning with doors and adn ceilings grid in place.
3	IMU	1300 East Iowa Avenue	Downing Construction	Line Shop	\$650,000	Exterior walls, roof and opeings compete includin associate trim. Parking and other flat work(concrete) is 80% in place. Interior shop area work in continuing on fire sprinkler system and final finsihs, office area wall finsihs are continuing including flilors and trim.
4	IMU	110 South B Street	DDVI	Fiber Shop Alteration	\$476,700	Temp CO in place. Building is complete . Waiting on FD report and approval.
5	St. Thomas Catholic Church	210 R-63 Hwy.	Ball Team	Church Addition	\$1,672,670	phase I or the north building received Temporary certificate of occupancy. Exterior finshes materias are on site and in process of being istalles. exterior concrete worl completted friday (weaterhr permitting).phase II (south buildng work is continuig with celing grid inplace and final finsihs on walls and celiings.
6	Des Moines Metro Opera	106 West Boston Avenue	Breiholz Construction	Addition/Alteration	\$3,300,000	on the exsiting structure the exterior walls, includin the repair of wood trim matching existing is complete, the additin structura fram including roof has be completted workin is continuiin o framing to receiv exterior wall materials. No site work has begun yes other than the removal of the damaged large tree(s).
7	Dowie Construction	401 E Euclid Ave	Dowie Construction	Contractor Shop	\$220,000 per development agreement	Inside wall have bee painted. Exterior prefinsihed metal roof and associateed trim are complete and the exterior wall panesl are in progress
8	Cambron & Thacker	1400 E Iowa	Cambron & Thacker	Warehouse Extension	\$162,568.00	Buliding 100%, waiting on final inspectin request. Some site clean up will be required.

<u>Property Address</u>	<u>Owners</u>	<u>Issue</u>	<u>QA</u>	<u>Current Action</u>	<u>LEGAL</u>	<u>Deadline</u>
505 W Jackson	Dave Grissom	Tree		Kevin visited 8/31/18 took pics not trimmed and dead, no leaves on any branches. Call is in to Oxford to abate 09/13/18 kevin visited site. Oxford has not removed. Contacted Jason to get this moving. Kevin to follow up 09/17/18 10/02/2018 owner called and said there are no dead 10/11 KM visited site. Left notice	JASON	09/17/18
510 N Howard	Harold.Betty Wilson	Tall Grass	W014587-092518	Received a call from neighbor stating 510 has very high grass and weeds with animals coming out of their yard into his. Kevin to visit site on 9/17/18.. 09/24/18 Kevin visited site. Took pics left door knocker. Grass mowed but weeds by fence line. Tenant called in 09/25 515-808-1601 stating she cleaned up the yard last night and would like someone to come out to property to check if its up to code now. claims debris in the yard are her kids' toys and they will stay there. 09/24/18 visited site. Advised tenant that the junk and garbage that has been smashed and lays in the yard and driveway needs to be removed. The weeds growing around the fence and the home infront of her vehicles will need to be removed. The mowed yard looks fine. Advised the notice is in regards to weed maintenance in front and back of home and buildings in rear, Kevin to visit site on 09/28/18 spoke with tenant (male) stated he would work on it this weekend, picking up debris. 10/11 Kevin visited site. Stated that no change and worse. Bid for Abate	BID FOR ABATE	10/19/18
510 S Jefferson Way	Kimberly Layland (Tenant Chris)	Tall Weeds and Tree Debris		Complaint received of dead branches hanging in side yard, tall weeds and not mowing. 10/11 KM visited site. No change. Abate	BID FOR ABATE	10/19/18
111 S J Street	Muriel Short Revocable Trust	Tall Weeds		09/24/18 Kevin to visit take pics. Pics taken. 641-521-6939 Realtor, contacted realty company. They would arrange for grass to be mowed and work done. Recheck in 7 days 09/28 Kevin visited. No change. Send letter 10/11 KM visited site. Left notice	Letter	10/17/18
308 W 1st	Ernest N Martens	Tall Weeds / Abandoned Home		Caller states home not occupied for over a year. No yard maintenance being done. 10/03/18 Kevin to visit site. 10/11 KM visited site. Left notice		10/17/18
512 S 3rd St	Nadine Thompason	Tall Weeds		Complaint about back lot behind homes that is over 2 ft tall "gone to hay" Property owner of parcel Nadine Thompson. Contacted and left a voicemail with Nadine advising her of complaint. Will send letter with pictures. 10/11 KM visited site. Left notice		10/17/18
100 W Boston	Split Pot LLC	Appearance of Property	W014592-092618	09/21/18 received email from the City Manager 09/24 Kevin to visit site left door knocker 09/28/18 kevin visited. Pics taken. Has been cleaned up since last week but still weeds around the home.	LETTER	10/05/18
207 N 4th Street	Rudolf Investments	Tall Weeds	W014589-092518	Complaint of no mowing, tall weeds, covering side walk and hanging over 09/27/18 pics taken. 09/28 kevin visited site. Left door hanger warning. Letter sent 09/28/18. Owner called in to state that he will have this done on Friday requests an extension until 10/08/18 10/11 KM visited site. Left notice	Extension	10/19/18
209 E 1st Street	Gerald Heyes	Tall Weeds		9/10/18 pics taken. Grass not being mowed. Tall weeds. 09/13/18 kevin revisited site. Left door hanger warning. 09/14/18 Gerald Hayes, owner, called in to say he has been out of town and it would be mowed by this weekend. 09/28 Kevin reports siding and window needs fixed to bring up to building code as safe. 10/11 KM visited site. Left notice	Letter	10/19/18

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- vehicle 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 notice sent. Kevin visited site on 9/13/18 states the grass is mowed. Some weeds around the home but the property is making progress. Kevin to revisit site on 09/21/18. 09/28/18 Same condition.	Abate in Process	10/05/18
405 N 8th St	Ronald Llewellyn	Tall Weeds / Abandoned Home		Complaint received of home by school that is abandoned acrossed from Emerson. She believes it is foreclosed, and the bank was taking care of it for a while, but is no longer. When complaintant called matinenance provider on the home, they stated it's a "no touch" home and due to legalities they are not able to maintain the property at this time. Will get pictures by 10/05/18 and transfer to City Attorney if needed. 10/11 KM to site. No change. Weeds are exceedingly tall. Letter, attorney and bid for abate.	ABATE BID OUT	10/19/18
Fields by Church	Dillard Farms Eyerberg LLC	Robin Split Pot	Tall Weeds	Letter sent 09/26/18. Rcvd call from Eyerberg representative. Will mow their fields before Friday. "Unable to get in field due to rain, cannot mow if can't get into the field"	Letter Sent to all parties	10/05/18
1109 N Howard Street	Christpher Smith	Tall Weeds in backyard		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 09/10 . kevin to visit 09/12/18 door knocker left . Owner called in 09/13/18 stated that she has made arrangments to get help this weekend to get the back yard cleaned and weeds removed. Re check property on 09/17/18 . 09/28/18 kevin visited. pics taken. No change out for bid to abate. OWner called in for extension. Pics taken on 10/03/18 show progress but no weed eating around home or in the backyard around fence line. Brush piles still present. Advised her of free brush day for hauling the piles and tree branches.	Extension	10/10/18
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. Kevin visited 09/13/18 cannot see behind fence. No visual. 09/24/18 Kevin visited site. Provided pictures of the residence and the chicken found to be on property through a crack in the fence. L:eft door knocker. Sent Letter 09/28/18 Kevin unable to see anything behind fence.	LETTER	10/10/18
903 E 2nd Ave	Nancy Fuller, James Hildreth	Junk Vehicle, Dangerous Debri		09/10 received complaint. 09/18 visited site. Took pics. Sent to Indianola PD. 09/18 received owner info for Winnebago 09/18 sent letter to owners for vehicle and construction material on the property. 09/24/18 owner came into CD office to discuss. Asked for 2 weeks extension due to personal family issues. Ryan approved. Extension for 2 weeks. Abatement deadline is set for 10/10 on construction debri and unsafe materials, and 10/31 on the Winnebago removal 09/28/18 kevin visited site. Winebago still there and no construction debris have been removed. Same condition as prev. no progress. recheck 10/10/18	EXTENSION	10/10/18
Fields by the Wilder Elem.	Dillard Farms Lori Hayden/Christi Lee Steven James	Tall Weeds		Letter sent 09/26/18 pictures taken 09/27/18. Lori Hayden called in to ask for extension. Verify property even in city limits. Advised to mow only strip along R63 Hwy. Stated she would have mowed by 10/15/18	Letter Sent to all parties	10/15/18

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 request to have DC visit home to speak with owner. Follow up face to face by 09/14/18 . Kevin visited site. Left door knocker took pics 09/21/18 owner contacted office 10/01/18. city council and mayor voted ck ok. City Attorney believes these are not same chickens therefore no longer ok. Will issue letter	LETTER	10/12/18
402 W 1st Street	Bern Investments LLC	Tall Weeds / Dangerous Abandoned DD		09/11/18 Kevin visited site. Left door hanger 09/21/18 Abate letter sent. 09/24/18 follow up pics taken by Kevin. Has til 09/28 to comply 09/24/18 forwarded to City Attorney for further review of property itself as a structure. 09/28/18 no change seen by Kevin. ABATE. 10/02/18 received a call from neighbor, inquiring about what is being done at this property. Advised that abatement in process. JTL for abatement. Progress photos by 10/12	Abate in Process	10/12/18
500 N N Street	Littlefield Larry, Donna		W014277-072618	09/18 Received complaint with non existent address 410 N N St. Contacted - gave new address of 500 N N Street. Backyard 09/21 visited site took pics. Left knocker. Send letter. 09/25/18 letter sent with expiration of 10/01/18. 10/03/18 kevin to visit site, take pics. if No change out for abate bid. Kevin visited site and front door is open. No one was present at home when he arrived. Spoke with neighbor, stated the door will not close. JTL for abatment. Progress photos by 10/12	Abate in Process	10/12/18
911 N C Street	Jon Backstron	Appearance of Property		09/21/18 received email from the City Manager 09/24 Kevin to visit site - 09/28 kevin took pics and left hanger. Owner came in to show photos of junk debri has been removed from back porch. Will have Kevin get updated photos to show removal 10/03/2018	LEGAL	10/17/18
506 N Kenwood		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 09/13/18 kevin visited site, no change. abate 09/17/18. 09/28/18 property has been mowed within the week but there are tall weeds surrounding the home and the backyard is in need of desperate mowing, house in need of repair and maintenance. Forwarding pics to City Attorney Amy. JTL for abatement progress photos by 10/12	Abate in Process	10/12/18
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 9/13/18 Kevin visited site. Mowed, junk and debris in front of driveway, back yard tree trimming and removal in progress. Abatement in progress. 09/21/18 Kevin visited site. States that the back window needs to be boarded up but other than that the property is remarkably better. Will need to follow up on this property in the future since there is no current tenant. Maintenance to lawn will be done if reaches 6 inches again. Kevin visited site 09/24/18 back window in basement is blown out and needs to be boarded up.	Prev Abate Follow Up	10/17/18

207 N F Street	James Sturman, Kristin Nevera	Junk in yard and car - Tall Weeds		Caller 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, gutter still hanging off home. Abate notice sent 09/07/18. 09/13/18 Kevin to visit site pics taken. vehicle still on property same place. will refer to co. attorney. Follow up 09/17/18 09/28/18 Kevin visited site. Pics taken, gutter was removed. Left hanger. Owner called into office to complain of pink trailer stating the city wont leave him alone so he will report a trailer that has no tags for 6 years on 807 or 810 Ashland. Hung up on KB. Owner continued to call most of the day, rude and would hu. Turned call over to recording, Owner called in again to IMU and call was recorded. Contacted IPD to account. Will send letter with pictures explicitly explaining nuisance seen. turned over to City Attorney for follow up and communication for the safety of staff. Will follow up with pics of the property to update attorney but not to leave coorespondence. will move to legal abate tab.	Attorney	10/05/18
711 W Salem	Clinton Brightman	Tall Grass/ Weeds		09/24/18 Kevin to visit take pics, Pics taken. Send letter. Check up with pics 09/28/18. Letter sent 09/28/18. 10/03/18 Kevin visited site. Grass mowed and weeds removed. Vines on home remain. Coolers and debri around side of garage but not outside of compliance. close	Letter	Closed
401 S 3rd Street	CM Management LLC	Tall weeds, Danerous hole		09/11/krb took pics. 09/13/18 kevin left door knocker. Send letter Follow up 09/17/18. hole has been covered and construction fence placed. Yard is in compliance as well. Close 10/03/18		Closed
402 N J Street	Larry Kubli	Tree		Larry came into office requesting follow up on previous complaint of tree that is in the city alley way that needs trimmed. Gave him Jason's number to follow up.	Jason	Closed
1602 W Salem Ave	Sheila Seley	Tall Grass		10/01/18 recvd complaint on not mowing. 10/03/08 Kevin to visit site. Left door knocker. 10/05/18 Sean Seley called into office. States due to rain and working 12 hr days and only having a push mower and health issues, he has not been able to maintain the property. Advised letter sent out and gives til 10/11/18 to rectify and bring to code. 10/09/18 complete	Letter	Closed
1307 W Euclid Ave	Robert Witt	Tall Weeds Grass		09/14/18 visited site. Took pics. Kevin to follow up on 09/17/18. address corrected from 1107 to 1307. Will visit 10/01/18		Complete
211 W 1st Street	Martha Skilman Rev Trs Agreement	Tall Weeds		Received complaint on 09/10/18.KB took pics 09/11/18 long grass behind garage and in back yard door knocker left. Kevin to visit site on 09/13/18 door knocker left , still has not mowed. 09/28/18 Kevin took pics and weeds cut down. 10/11/18 KM visited site. Complete	Extension	Complete
1105 S N Howard Street	Richard/Emily Shelley	Tall Weeds		09/13/18 recvd complaint tall weeds and brush in yard of 1105 S E. Kevin visited site 09/13/18 left door knocker 10/11/18 kevin states address is not S E St but N Howard.		Complete
311 N H Street	Steve/ Amy Kociolek	Tall weeds grass debris		9/14/18 pics taken, door knocker . Follow up on 09/17/18. 9/24/18 Owner called in. Will have debris to the brush facility by Wed. will check up 9/28/18 stick pile against garage . Pics taken KM 10/11/18 KM on site. Complete	Extension	Closed

1113 S R Street	Pennie/Duane Dixon	Tree in ROW		Received complaint in Gov QA - Referred to Jason with streets since may involve ROW. 10/11Kevin visited site. Does not see tree. Complete	JASON	Closed
807 W Ashland	possibly 810 W Ashland	Horse Trailer No Tags		complaint received of a pink horse trailer parked in alley of 807 W Ashland. No tags. Man would not give the license plate number-says it has been sitting there for 5 years or more. 09/28/18 set for 10/05/18 kevin to take pics of possible plate for IPD. IPD looked up plated. expired and no wrong plate. Owner contacted office 10/11 states out of town, family told of notice. She will take care of and replace plate. Advised of tires. She sent proof of updating registration info for the trailer. Complete		Complete
809 N C Street	Lee Bash	Tall Weeds Front Yard	W014622-092818	Kevin to visit site 09/28/18 regarding mowing under tree. Door knocker left . Owner Lee Bash contacted the office stating he disagrees with the complaint and would like an official to come by on Wed. to speak with him about his non compliant yard items so that he can comply. Asked for a call to arrange Wed Meet. Will notify Kevin. 10/03/18 owner called in to request a visit from Kevin regarding the hanger and the items he found to be out of compliance. 10/11 KM states improvements made. under 6 inches. Closed		Closed



October 3, 2018

Ryan Waller
City of Indianola
110 North First Street
Indianola, IA 50125

Dear Ryan,

On behalf of the regional arts, culture and heritage organizations Bravo Greater Des Moines supports, thank you for your recent quarterly contribution.

For your records, Bravo received:
City of Indianola: \$12,372.78

Financial support from the City of Indianola fosters our vibrant and engaging cultural community.

With your investments, Bravo is able to:

- Provide reliable funding to more than 70 nonprofit arts, culture and heritage organizations and programs throughout the region;
- Measure the significant economic impact arts, culture and heritage organizations provide the regional economy; and
- Lead the vision to identify the ways arts and culture can further leverage quality of life and economic development.

For visitors, the impact of your funding helps drive tourism, generate economic development and make our region a cultural destination. Each year over 755,000 visitors attend arts, culture and heritage performances, events and education programs funded in part by Bravo Greater Des Moines.

We look forward to our continued partnership with the City of Indianola. Together we will continue to drive quality of life improvements in our region and make central Iowa a model of regional partnership in support of the arts.

Thank you again,

A handwritten signature in blue ink that reads "Sally Dix".

Sally Dix
Executive Director
Bravo Greater Des Moines

*Thank you for your
continued support, Ryan!
So grateful for all you do.*

IOWA DEPARTMENT OF CULTURAL AFFAIRS

KIM REYNOLDS, GOVERNOR
ADAM GREGG, LT. GOVERNOR

CHRIS KRAMER, ACTING DIRECTOR

IOWA ARTS
COUNCIL

PRODUCE
IOWA

STATE HISTORICAL
SOCIETY OF IOWA

STATE HISTORICAL
MUSEUM OF IOWA

STATE HISTORICAL
LIBRARY & ARCHIVES

STATE HISTORIC SITES

STATE HISTORIC
PRESERVATION
OFFICE OF IOWA

IOWA HISTORICAL
FOUNDATION

October 3, 2018

Ryan Waller
City Manager
City of Indianola
110 North First Street
Indianola, IA 50125

Dear Mr. Waller and City of Indianola Officials:

Thank you for your support through the GC18 Bravo Greater Des Moines Cultural Enrichment Grant (CEG) program, which is funded by a portion of the hotel-motel taxes from your city. The State Historical Museum of Iowa is utilizing the Bravo CEG grant funds for the development and implementation of new exhibits, educational offerings and programs at the State Historical Museum of Iowa that provide new, interactive and engaging experiences for more than 90,000 residents and tourists annually.

The mission of the State Historical Museum of Iowa is to exhibit and care for a rich collection of historic artifacts while also providing history education programs for children, families and individuals. The Museum's exhibits and programs tell the stories of Iowa's industries, cultures, arts, science and technology. As the state's flagship museum, the Museum offers a distinctive experience with a comprehensive collection of historical artifacts and documents and is uniquely qualified to celebrate Iowans – their ambitions, accomplishments, disappointments and their contributions. Admission to the State Historical Museum continues to be offered free to the public and free parking is available across the street, making the Museum highly accessible to the community. The Museum's programs, educational offerings and exhibits not only reach residents of Bravo communities, but further serve as a draw for tourists from the state of Iowa and beyond Iowa's borders.

We appreciate your city's support of the State Historical Museum of Iowa, one of Iowa's greatest historical resources. This funding allows the Museum to provide new experiences for visitors that would not be possible without the benefit of the Bravo CEG program.

Sincerely,

Susan Kloewer
Museum Director
State Historical Museum of Iowa

Thank you for
your support!

October 3, 2018

Dear Landowner:

We hope this letter finds itself in the correct hands! Peoples Company sells, manages, and appraises farmland across the Midwest. In addition, we offer land acquisition services where we help clients purchase properties that may not be on the market, but would be available if the price were right.

Currently, we are working with a client who has expressed interest in land north of the Indianola Country Club in Warren County, Iowa. We are reaching out to landowners to identify land that may be available. The client's purpose would be to develop larger executive residential lots.

The letter is meant to inform you of my client's interest. If you are interested in selling, we would appreciate the opportunity to sit down with you and your family to discuss details and answer any questions you may have. If you are not interested and would be willing to take a moment to let me know we would very much appreciate it. Our contact information is below, and we look forward to hearing from you soon.

Sincerely,



Keaton Dreher
515.650.1276
Keaton@PeoplesCompany.com



Kalen Ludwig
515.402.3169
Kalen@PeoplesCompany.com

November 19, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- Salaries
- Final consideration to rezone 506 W. 2nd
- Second consideration of a rezoning request from Tim Phillips to rezoning 2508 N. Jefferson Way from A-1 to C-2
- UR Apps
- 2018 Traffic Signal Upgrade Project – public hearing, resolution approving plans, spec, etc., resolution awarding contract
- City Manager's Report

November 19, 2018
Draft Council Study Agenda

- Storm Drainage – Snyder and Associates

Diana Bowlin

From: Ryan Waller
Sent: Friday, October 19, 2018 10:22 AM
To: All Department Heads; Dave N Moeller; Rasmussen, Jim; Kristin Brekelmans; David Churchill; Amy Beattie; MyLisa Thompson
Subject: FW: Waller's Weekly 10.19.18
Attachments: PRESS RELEASE Template-correct date.pdf; Speed Spy Westbound W 14th.docx; FEMA Letter.pdf; Invite to Neighbors_10.15.18.pdf; Draft November 5, 2018 Agenda.docx; Draft November 19, 2018 Agenda.docx; Marketing Email.pdf; PD Event.pdf; Council recap.pdf; CD Project Updates 101818.pdf; PM 101918.pdf; Expired Permit List as of 101818.pdf; Marketing Email.pdf

Hi, all.

Here is this week's update email. Please feel free to share with members of your respective departments. These can also be found on the city's website under project updates.

Have a great weekend.

Ryan

From: Ryan Waller
Sent: Friday, October 19, 2018 10:16 AM
To: John Parker <jparker@indianolaiowa.gov>; Bob Kling <bkling@indianolaiowa.gov>; Shirley Clark <sclark@indianolaiowa.gov>; Kelly Shaw <kshaw@indianolaiowa.gov>; Greg Marchant <GMarchant@indianolaiowa.gov>; Joe Gezel <jgezel@indianolaiowa.gov>; Greta Southall <gsouthall@indianolaiowa.gov>
Cc: Doug Fulton <Doug.Fulton@brickgentrylaw.com>; Ryan Waller <rwaller@indianolaiowa.gov>
Subject: Waller's Weekly 10.19.18

Good morning, 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 great weekend!

Ryan



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

Police Press Release - Attached, please find the press release from the Police Department following the stand-off from earlier today. Again, a big thank you to our first responders and the other agencies who assisted.

WWTP Meeting - Attached, please find a letter that has been mailed to residents living around the City Farm Site. A copy of this has also been emailed to those residents that we have email addresses.

Square Assessment – Following direction from the City Council on Monday, we have reached out to a number of firms requesting a proposal for concept design services for a streetscape plan for the Square. Proposals are due to the City by November 5th.

FEMA Letter - Attached, please find a letter received from FEMA concerning the City's Floodplain regulations. As you may recall, our regulations were amended at the recent City Council meeting. Staff will be submitting these regulations once we receive the proof of publication from the newspaper.

Military Training at Fairgrounds - A reminder that this weekend (10/20 and 10/21) military training drills will be taking place at the Warren County Fairgrounds. Please do not be alarmed if you witness or receive calls concerning a large military presence or loud noises.

Summercrest Hills - City staff have observed that the "box outs" - the diamond shaped sections of the roadway around sewer lids - are showing signs of failure. These improvements are covered under the accepted performance bond. City staff are coordinating with the appropriate contractors to ensure these failures are addressed.

East Euclid - Similar to the observations for Summercrest Hills, staff has also observed areas along the new portion of East Euclid where there appear to be signs of issues with the "box outs" and cracking in the pavement. City staff are coordinating with the appropriate contractors to ensure these failures are addressed.

Speed Study Results - Attached, please find a memorandum from Chief Button summarizing the results of the recent speed survey on the vicinity

Open House for Trails - Staff is planning to have a public information meeting for our two trail projects. The primary audience will be those residents adjacent to the trail route (a letter will be mailed), but it will be open to the general public. This will be publicized via our website and social media outlets. It is anticipated the meeting will take place on Thursday, November 8 at 6:30 p.m. at the Indianola Activity Center.

Sound in Council Chambers - At the last City Council meeting, a resident noted that they had difficulty hearing speakers up at the dais and the podium. City staff have worked to adjust the volume levels for the audio in that room. In addition to the volume adjustment, staff is

requesting that during City Council meetings you avoid placing papers or phones near the speakers.

Council Emails – Attached are copies of emails I sent to the City Council this week.

Out of Office – I am out of the office today and again the week of October 29th. During this time Andy will serve as administrative point person.

Upcoming City Council Agendas – Attached, please draft agenda documents for 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 are various updates provided by Community Development. Please note that the property maintenance report does not show those properties that have been provided to legal counsel for the next step in the enforcement proceedings.

**PRESS RELEASE**

Friday October 19, 2018

On Thursday October 18, 2018, at 10:08 pm, Indianola Police went to 207 N. F. Street to check on the welfare of 47-year-old James Ross Sturman. Officers contacted Sturman who threatened them and retreated into his house where he remained barricaded throughout the early morning hours. Sturman continued to threaten officers both directly and through negotiators. At approximately 6:30 am, Sturman surrendered peacefully. Sturman was charged with one count of intimidation with a dangerous weapon, a class D felony. The Indianola Police Department was assisted by the Warren County Sheriff's Office, Carlisle Police Department, and the Iowa State Patrol.

Dave Button**Chief of Police**



October 15, 2018

SENT VIA US MAIL & ELECTRONIC MAIL

To Whom It May Concern:

The purpose of this letter is to invite you to a meeting to continue discussions regarding the City of Indianola's plan for a new wastewater treatment facility. The meeting is scheduled for Thursday, October 25, 2018 at 5:30 p.m. The meeting will be held in the City Council Chambers of the Indianola City Hall (110 N. 1st Street). The City Council Chambers is located in the lower level, which is best accessed via the public entrance on the north side of City Hall. If you have questions, please feel free to contact me at 961-9410.

We look forward to meeting with you.

Sincerely,

Ryan J. Waller
City Manager

Cc: Mayor and City Council
Amy S. Beattie, Esq., Brick Gentry, P.C.
Rick Graves, WPC Superintendent
Jim Rasmussen, HR Green
Warren County Board Office
Warren County Zoning Staff





FEMA

OCT 12 2018

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

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

OFFICE OF CITY CLERK

OCT 16 2018

INDIANOLA, IOWA

Dear Mayor Shaw:

I am writing this letter as an official reminder that the City of Indianola, Iowa, has until November 16, 2018, to adopt and have the Department of Homeland Security's Federal Emergency Management Agency (FEMA) Regional Office approve floodplain management measures that satisfy 44 Code of Federal Regulations (CFR) Section 60.3(d) of the National Flood Insurance Program (NFIP) regulations.

The City of Indianola must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by November 16, 2018, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

Under the Flood Disaster Protection Act of 1973, as amended, flood insurance must be purchased by property owners seeking any Federal financial assistance for construction or acquisition of buildings in Special Flood Hazard Areas (SFHAs). This financial assistance includes certain federally guaranteed mortgages and direct loans, federal disaster relief loans and grants, as well as other similarly described assistance from FEMA and other agencies.

In addition, all loans individuals obtain from Federally regulated, supervised, or insured lending institutions that are secured by improved real estate located in SFHAs are also contingent upon the borrower obtaining flood insurance coverage on the building. However, purchasing and maintaining flood insurance coverage on a voluntary basis is frequently recommended for properties located outside SFHAs.

Your NFIP State Coordinator and FEMA would like to assist the City of Indianola to ensure it remains in good standing with the NFIP and avoids suspension from the Program. If your community is suspended, it may regain its eligibility in the NFIP by enacting the floodplain management measures established in 44 CFR Section 60.3 of the NFIP regulations. As stated in my previous correspondence, I recommend you contact your NFIP State Coordinator or the FEMA Regional Office if the City of Indianola is encountering difficulties in enacting its measures.

The Honorable Kelly Shaw

OCT 12 2018

Page 2

I recognize that your community may be in the final adoption process or may have recently adopted the appropriate floodplain management measures. Please submit these measures to the Floodplain Management Program at the Iowa Department of Natural Resources. Bill Cappuccio, the NFIP State Coordinator, is accessible 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 assist you with your floodplain management measures. The FEMA 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.

In the event your community does not adopt and/or submit the necessary floodplain management measures that meet or exceed the minimum NFIP requirements, I must take the necessary steps to suspend your community from the NFIP. This letter is FEMA's final notification before your community is suspended from the Program.

Sincerely,

A handwritten signature in black ink, appearing to read "Rachel Sears", with a long horizontal flourish extending to the right.

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
Ryan Waller, City Manager, City of Indianola

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: 10/16/18

Regarding: WB Speed Spy Results W14th

Previously, 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
- 16 vehicles traveled in excess of 35 mph

At the request of residents of the neighborhood, a speed spy was again deployed in the 1400 block of W 14th, this time capturing *westbound* traffic and including weekend traffic. The speed survey was from 9 am Friday October 12 to 4 pm Monday October 15. During that period, 318 vehicles' speed was recorded.

- Speed Limit: 25 mph
- **Avg speed was 24.33 mph**
- Highest recorded speed was 41 mph (2:24 am, October 13)
- 150 vehicles traveled 25 mph or less
- 6 vehicles traveled in excess of 35 mph

Respectfully,

Dave Button
Chief of Police

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

Ryan Waller

From: Ryan Waller
Sent: Tuesday, October 16, 2018 10:41 AM
To: John Parker; Bob Kling; Shirley Clark; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall
Cc: Doug Fulton; Diana Bowlin; Ryan Waller
Subject: A few Items
Attachments: 20181016102556589.pdf; Presentation - 2018-10-15 - Transportation_update.pdf

Good morning, all.

I hope everyone is having a great day. There are a few minor items that I wanted to cover in this email.

First, thank you to all for signing the letter to the DNR regarding our facility plan. Kelly, I have placed two originals in your inbox. Can you please sign at your earliest convenience and leave them in my mailbox for processing?

Second, as mentioned during last night's council meeting, today we will begin processing mail coming in. As noted, we will open and route accordingly and provide you with copies of the materials.

Third, some have requested e-versions of the presentations from last night. Attached, please find these presentations.

Fourth (and last), Shirley, great job with running the meeting last night. One of the items that was approved on the consent agenda was an ordinance amending our floodplain regulations. Either Diana or I will be in touch with you sometime today to get signed. This is something that we will need to get to FEMA so that we can continue in the National Flood Insurance Program. While we have until November 16th to submit, we want to get in asap just in case.

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

Thank you all for a great meeting!

Have a great day!

Ryan



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

November 19, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- Salaries
- Second consideration of a rezoning request from Tim Phillips to rezoning 2508 N. Jefferson Way from A-1 to C-2
- UR Apps
- 2018 Traffic Signal Upgrade Project – public hearing, resolution approving plans, spec, etc., resolution awarding contract
- City Manager's Report
- Payment #7 for Summercrest Development
- Set public hearing December 17, 2018 for FY 2019 Budget Amendment

November 19, 2018
Draft Council Study Agenda

- Storm Drainage – Snyder and Associates

Construction Project Updates

	<u>Name</u>	<u>Address</u>	<u>Contractor</u>	<u>Construction</u>	<u>Value</u>	<u>Status</u>
1	CIO Properties, LC	302 East Scenic Valley Avenue	Downing Construction	Orthodontic Clinic	\$600,583	Complete
2	Indianola Community Schools	1301 East 2nd Avenue	DDVI	Administration Building	\$1,544,000	Exterior is 95% complete with the exception of the area over the entry door. Site as been rough graded and IMU is installing the transformer. Interior is complete including ceiling grid and most off the ceiling tile are in place.
3	IMU	1300 East Iowa Avenue	Downing Construction	Line Shop	\$650,000	Exterior building and interior areas of the building are 95% complete . Working on trimming, office areas are framed and dry wall going in. Interior installation 100% interior wall panels in garage 70%
4	IMU	110 South B Street	DDVI	Fiber Shop Alteration	\$476,700	Finale - Temp CO in progress. Waiting on Fire Dept smoke alarm systems report and approval.
5	St. Thomas Catholic Church	210 R-63 Hwy.	Ball Team	Church Addition	\$1,672,670	North building interior is complete and occupied under a temporary Cof Finish work is continuing on the north building. South building framing, mech, and electrical is at 50%. No site work is being done at this time.
6	Des Moines Metro Opera	106 West Boston Avenue	Breiholz Construction	Addition/Alteration	\$3,300,000	Repair and replacing of exterior elements is continuing on the original structure. Interior of the original structure is continuing. Structural frame including roof, wall and associated bracing and framing is complete. The roof in in place and work is continuing in that area.
7	Dowie Construction	401 E Euclid Ave	Dowie Construction	Contractor Shop	\$220,000 per development agreement	Interior is complete, doors and trim painted and ready to install ceiling lights are being installed. Exterior metal wall panels including roof and trim are complete, accent panels are not in place, rough grading is compete and street curb has been completed.
8	Cambron & Thacker	1400 E Iowa	Cambron & Thacker	Warehouse Extension	\$ 162,568.00	building is complete interior and exterior. The site is rough graded waiting to spread gravel base and complete concrete.

Expired Permit #	Permit Date/ Year	Permittee	Owner	Address	Project	Last Inspected	Permit Expired	Date Ltr Sent	Re Apply ?	New Permit #	Date RePerm	DATE Re Inspect/ Finald	Notes
32	4/9/18	Amie Hale		107 South 19th Court	Pool	8/3/2018	1/30/2019	9/27/2018					Warning Letter advising of expiration if no final inspection
28	4/3/18	Sandy Peterson		1020 Scott Felton Rd	Shed	NONE	9/30/2018	9/27/2018					Warning Letter advising of expiration if no final inspection
26	4/2/18	Joshua Hayes	Jason & Heather Glenn	1012 N 1st Street	Deck	4/2/2018	9/29/2018	9/27/2018	No	No	Extension	10/2/2018	Owner cld office 10/01 scheduled final inspection - final inspection completed by DC on 10/02/2018 ok and completed.
24	3/30/18	Apex Storal Solutions LLC	Andrew Hart	802 East Hillcrest Ave	28 Storage Units	NONE	9/26/2018	9/27/2018				10/4/2018	Andrew came into office to discuss. States inspectors came out several times and said project was ok. Set up reinspection for final with David. Final completed on 10/04/18
25	3/30/18	Ryan Boswell		910 Scott Felton Rd	Egress Windows	4/6/2018	10/3/2018	9/27/2018					Warning Letter advising of expiration if no final inspection
22	3/27/18	Atlas Masonry	Tom Smith	2104 37th St, Des Moines, IA 50310	Repair Brick Store Front	None	9/23/2018	9/27/2018					Emailled the letter to the address provided on the permit as well. 09/26 dustin@atlasasonry.net
19	3/12/18	Midwest Builders	Ross & Sally Dale	615 E Scenic Valley	Alteration	None	8/30/2018	10/5/2018					
16	3/1/18	Steve Westra		1111 E Gerard Ave	Pool	5/21/2018	11/17/2018	10/5/2018					Warning Letter Sent of expiration prior to winter.
15	2/23/18	Joep Joliff		701 N 1st St	Home Alteration	3/5/2018	9/1/2018	10/5/2018					
14	2/22/18	Genesis Development		1809 W 2nd Ave	Alteration	NONE	8/21/2018	9/21/2018					
12	2/21/18	Ground Breaker Homes	Peoples Company	113 W Salem	Repair/Replacement	3/12/2018	9/8/2018	9/21/2018					There is a CO signed for this but no final inspection recorded. Please look at file. ODD
9	2/21/18	Todd & Johna Clancy		808 East Scenic Valley Ct	Addition	7/31/2018	?	9/21/2018					Permit has not expired however they sent in pics of the footing holes. This property was never inspected but approved from pics the owner just sent int
13	2/21/18	Ann Mahoney	Equity Trust Custodian 1 Equity Way West Lake, OH 44145-2526	610 East 1st Ave	Home Restoration/ Alteration	3/5/2018	9/1/2018	9/27/2018					
11	2/14/18	Jonathan Cook		1200 Caroline Terrace	Alteration	NONE	8/13/2018	9/21/2018					
10	2/14/18	Steger Construction	Brad Nancy Kotz	807 E Trail Ridge Pl	Alteration	2/22/2018	8/21/2018	9/21/2018					
8	2/1/18	Benjamin Rogers		1000 North O St	Basement Finish	NONE	7/31/2018	10/5/2018					
2	1/17/18	Russ Vanderpool		512 E Euclid Ave	Garage	NONE	7/16/2018	9/21/2018					
111	9/12/17	Adam McCarty		2710 N Jefferson Way	Deck	10/20/2017	4/18/2018	9/21/2018					Applied for utility shed on 09/21/18. Will inspect both for compliance 09/24- 9/24 inspect deck is not finished. Owner will need to re apply for building permit
49	2017	John Jakes		1201 E Iowa Ave	Deck	5/28/2017	11/24/2017	8/28/2018	Yes		8/29/2018		
68	2017	Richard Stewart		1209 Lancaster Way	Single Family Dwelling	10/10/2017	4/8/2018	8/28/2018					
10	2016	Thomas Sherly Nicholson		200 West Orchard Ave	Bathroom Remodel	3/21/2016	9/17/2016						
24	2016	Don Bendon		715 West 2nd Ave	Garage	NONE	9/25/2016						
25	2016	Ronald Cooney		813 W 4th Ave	Shed/Deck	NONE	10/2/2016						
30	2016	Matt Harmison		814 W Clinton Ave	Deck	NONE	10/2/2016						
42	2016	Jeff Downing		1202 North 9th Street	Sun Shade Structure	NONE	10/29/2016						
44	2016	All American Exteriors	Steve Biddle	1806 Apple Ln	Front Deck	NONE	10/31/2016						
21	2016	John Amy Jakes		1201 E Iowa Ave	Foundation replacement	5/12/2016	11/8/2016						
36	2016	Justin Tully		908 N J Street	Deck	5/13/2016	11/9/2016						
56	2016	Paul Whipple		1801 Fairway Drive	Deck	NONE	11/9/2016						
54	2016	Devon Sadler		1001 Ann Parkway	Porch Repair	5/17/2016	11/13/2016						
60	2016	Brenda Simpson		500 South Buxton	Deck	NONE	11/16/2016						
47	2016	Beth Zimmerman		1313 S O Street	Basement Alteration	5/26/2016	11/22/2016						Note in file saying Rich Parker called 2/27/18 and left a message for the tenant to call back regarding the permit for the basement finish that has not been finalled out. RP
72	2016	Dan Hickman		600 N 14th Street	Shed	NONE	12/4/2016						
71	2016	Sean Thompson		1110 N Howards St	Deck	6/7/2016	12/4/2016						
75	2016	James Burgin		103 West Hillcrest Dr	Garage	6/20/2016	12/17/2016						BOA Approval for this project to even happen.
91	2016	Bryon Keeney		505 E Ashland Ave	Deck	NONE	12/28/2016						
95	2016	LTD Corp		2312 West 2nd Ave	Loading Dock	NONE	1/9/2017						
99	2016	R & D Precision Builders		1001 E Madison Ave	Basement & Room Addition	NONE	1/11/2017						
109	2016	Al Thayer		3212 W 4th Ave	Deck	8/10/2016	2/6/2017						
117	2016	Joe Kissner		1003 N O Street	Basement Finish	NONE	2/8/2017						Note in file from RP stating left message about open permit on 2/27/18 Original Building permit issued 8/12/16
82	2016	Larry Powell		1201 North D Street	Garage	8/16/2016	2/12/2017						BOA Approval for this project to even happen. Letter sent to RP and CB on 8/25/16 regarding electric in the garage being separate rather than upgrading to 200amp. No further info or notes in file
104	2016	Kathleen Picken		1003 N C Crt	Deck	8/24/2016	2/20/2017						Final says that the deck needs handrails before finaling- NO approved for final due to 4 rizers need handrail.

[illegible]

Ryan Waller

From: Ryan Waller
Sent: Thursday, October 18, 2018 7:35 AM
To: John Parker; Bob Kling; Shirley Clark; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall
Cc: Ryan Waller
Subject: Important Reminder

Good morning, all.

As you all may know, a key contributor to a successful economic development campaign is positive marketing. This is a reason why marketing of our community is a key strategic focus area found within our Strategic Plan, as well as a major recommendation by the Iowa Economic Development Authority coming out of the recent assessment of our City's Square.

As elected officials, you all serve an important role in this area. In your capacity as elected officials, you attend various events here locally, as well as throughout the Metro region and the State. While attending these events you have the opportunity to help further this key strategy by serving as positive ambassadors of our community. These present wonderful forums for you, as positive ambassadors of our community, to share our community's many recent successes and current undertakings that will continue this positive momentum forward. As such, prior to attending events, I would invite and encourage you to:

1. Review current and previous editions of the Waller's Weekly update emails for current progress of initiatives;
2. Review previous City Council agendas for a list of positive actions you all have effectuated;
3. Review and become familiar with the Strategic Plan Tracking document that highlights many major projects that the dedicated City Staff continue to work for the betterment of our community;
4. Review the event dates for the National Balloon Classic and the world-renowned Des Moines Metro Opera; and/or
5. Call me so that we can work together to prepare a list of the positive accomplishments our community has worked so hard to achieve (i.e. plans for a state-of-the-art wastewater treatment plant, community-wide fiber, updated tax abatement, assessment of our Square, reinvestment in public safety, strategic investment in our infrastructure, in-depth studies in our facilities and infrastructure, update of our abatement program, recent subdivisions).

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

Thank you all for your service and *commitment* to our community

Ryan



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

Ryan Waller

From: Ryan Waller
Sent: Friday, October 19, 2018 7:14 AM
To: John Parker; Bob Kling; Shirley Clark; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall
Cc: Dave Button
Subject: Update

Good morning, all.

As you may have seen on the news while eating breakfast, there was an event this morning where our police department (along with other agencies) responded to the scene of a barricaded homeowner. The event has been resolved peacefully with the individual in custody. No injuries are reported. As a result of this situation, classes at Irving were canceled for the day.

A big thank you to our team for their professionalism in responding and resolving the event.

Ryan



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

Diana Bowlin

From: Ryan Waller
Sent: Friday, October 26, 2018 5:32 PM
To: All Department Heads
Cc: Amy Beattie; Rasmussen, Jim
Subject: FW: Waller's Weekly 10.26.18
Attachments: CC Updates 10222018.pdf; PM 10222018.pdf; EXPIRED PERMIT LIST.XLSX; FEMA Letter.pdf; CHAMBER INVITE.pdf; cc email 10.23.18.pdf; Draft November 5, 2018 Agenda.docx; Draft November 19, 2018 Agenda.docx

Good evening, all.

Here is this week's update email. As always, if there are any questions or items you wish to be included, please let me know. Thank you all for your hard work and dedication!

Have a great weekend!

Ryan

From: Ryan Waller
Sent: Friday, October 26, 2018 5:30 PM
Subject: Waller's Weekly 10.26.18

Good evening, 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 great weekend!

Ryan



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

Developer Meetings – This has been a busy week involving meetings with residential developers. This week we have met with three separate developers regarding different areas of town that they are interested in developing. Two of the three meetings involved developers that have not previously developed in the City. We are certainly excited about this activity and interest in our community.

Sewer Customers – As part of some routine reviews, City Staff learned of at least two properties that have been connected to the City's sanitary sewer system since at least 2011, but have not been paying as they are not coded in the system as a City customer. Water Pollution Control has sent out notices to these two customers providing notice that back payment (pursuant to City policy), as well as on-going payment is required. Prior to sending the letters, City Staff was going to be placing courtesy phone calls.

WWTP/ City Farm Site Neighbor Meeting – Yesterday evening, City Staff and HR Green representatives met with neighbors of the City Farm site to review the project and the City's commitments related to the project. We anticipate this will be an agenda item on the November 5th City Council meeting in advance of the November 14th Board of Adjustments (BOA) meeting during which the City's special use permit application will be considered. As you may recall, the BOA has tabled consideration in September and again in October.

Jail/Courthouse Meetings – This week was a busy week with meetings concerning the Jail/Courthouse. On Wednesday morning, Indianola residents and business owners met with the architects to share feedback on the architectural aesthetics of the proposed building. Later in the morning, City and IMU staff met with project team members to review utility information on the site. This latter meeting is one that will continue on a regular basis.

June 28 Storm Update — Chief Chia, Jason Etnyre and Andy Lent will be meeting with FEMA representatives on Tuesday, October 30 to discuss the submission of City reimbursements for the June 28, 2018 windstorm. This will include the bidding and removal of the brush dump storm debris pile.

Rollback Information – Rollback numbers have been published. This year's percentages are a little better on residential, but continue to slide on multi-residential. These numbers, as you may recall, will have an impact on revenue generated from our property tax levy. Andy conducted some preliminary analysis and at this point it is estimated that this will have a positive impact on revenues for FY20.

FEMA Letter - Attached, please find a letter to FEMA transmitting the City's updated floodplain regulations.

Council Emails – Attached are copies of emails I sent to the City Council this week.

Chamber Invite – Attached, please find an invitation for an investor only presentation regarding the results of the Indianola Human Capital Survey. Details are in the attachment and advanced registration with Brenda is required. If interested in attending, please contact Brenda.

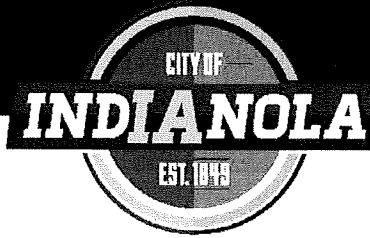
Cultivation Corridor Annual Report – Representatives from the Greater Des Moines Partnership provided notification that the 2017 Cultivation Corridor Annual Report is available. If interested, it may be viewed at the following link - <http://www.cultivationcorridor.org/assets/books/2017-annual-report/>.

HIRTA - The Heart of Iowa Regional Transit Agency, HIRTA, is the State designated transit system for the counties of Boone, Dallas, Jasper, Madison, Marion, Story and Warren. One of HIRTA's outreach efforts, is facilitating a Transportation Advisory Group (TAG) in each of the counties. The success of a TAG is dependent upon having dedicated and engaged members willing and able to commit to a minimum of 2 meetings per year. HIRTA is requesting member communities appoint an individual to serve in this capacity. Accordingly, we will be advertising this opening in accordance with the City's policy.

Out of Office – I am out of the office the week of October 29th. During this time Andy will serve as administrative point person if there are any questions.

Upcoming City Council Agendas – Attached, please draft agenda documents for 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 are various updates provided by Community Development. Please note that the property maintenance report does not show those properties that have been provided to legal counsel for the next step in the enforcement proceedings.



CITY MANAGER

October 25, 2018

Mr. Bill Cappuccio
NFIP State Coordinator
502 East Ninth Street
Des Moines, IA 50319
bill.cappuccio@dnr.iowa.gov

Dear Coordinator Cappuccio,

The purpose of this letter is to transmit a copy of Chapter 161 of the City Code for the City of Indianola, Iowa (attached). This ordinance was amended to include comments from FEMA in order to remain compliant with NFIP requirements. The City Council adopted this amended ordinance at its meeting on October 15, 2018. Proof of this ordinance's publication is also enclosed with this correspondence.

These materials are being provided in response to a letter dated October 12, 2018 from Rachel Sears, Director of the Floodplain Management Division (FEMA), in advance of the November 16, 2018 deadline.

Please do not hesitate to contact me at (515) 962-5274 if there are questions or additional information required.

Sincerely,

Ryan J. Waller
City Manager
City of Indianola

CC: Mayor & City Council
David Moeller, City Engineer
Douglas Fulton, City Attorney
Diana Bowlin, City Clerk
Rachel Sears, Director, Floodplain Management Division
Dean Ownby, Floodplain Management and Insurance Branch Chief, FEMA Region VII
Jason Conn, Local Floodplain Program

ORDINANCE NO. 1603

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.

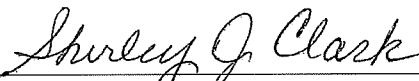
SECTION 9. SECTION MODIFIED. Chapter 161.16 (5) of the Code of Ordinance for the city of Indianola, Iowa is repealed and the following adopted in lieu thereof:

5. Elevation (in relation 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.

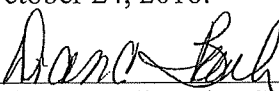

Shirley Clark, Mayor Pro Tem

ATTEST:


Diana Bowlin, City Clerk

First reading: September 17, 2018
Second reading: October 1, 2018
Third reading: October 15, 2018
Publication Date: October 24, 2018

The foregoing Ordinance No. 1603 was adopted by the Council of the City of Indianola, Iowa, on October 15, 2018, was signed by the Mayor Pro Tem on October 16, 2018, and was published in the Record Herald and Indianola Tribune, a newspaper of general circulation and published in the City of Indianola, Iowa, on October 24, 2018.


Diana Bowlin, City Clerk

INDIANOLA, CITY OF - LEGALS AC
110 N 1ST ST

INDIANOLA IA 501252527

AFFIDAVIT OF PUBLICATION

State of Wisconsin

County of Brown, ss.:

The undersigned, being first duly sworn on oath, states that The Des Moines Register and Tribune Company, a corporation duly organized and existing under the laws of the State of Iowa, with its principal place of business in Des Moines, Iowa, the publisher of

THE RECORD HERALD & INDIANOLA TRIBUNE

newspaper of general circulation printed and published in the City of Indianola, Warren County, Iowa, and that an advertisement, a printed copy of which is attached as Exhibit "A" and made part of this affidavit, was printed and published in The Record-Herald & Indianola Tribune on the following dates:

Ad No.	Start Date:	Run Dates:	Cost:
0003210256	10/24/18	10/24/18	\$158.68

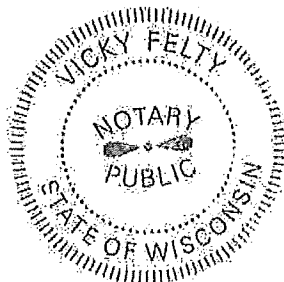
Copy of Advertisement
Exhibit "A"

ORDINANCE NO. 1603
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 Ordinances for the city of
Indianola, Iowa is modified and
the following terms incorporated:
APURTENANT 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

Kevin Yang
Staff member, The Record Herald & Indianola Tribune

Subscribed and sworn to before me by said affiant this

25th day of October, 2018



Vicky Felty
Notary Public
9-19-21

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:

6. Elevation (in relation 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 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:

REPEALED. for the purpose 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.

/s/ Shirley Clark
Shirley Clark, Mayor Pro Tem
ATTEST: /s/ Diana Bowlin
Diana Bowlin, City Clerk

Construction Project Updates Week of 10/22/2018 ending 10/28/2018

	<u>Name</u>	<u>Address</u>	<u>Contractor</u>	<u>Construction</u>	<u>Value</u>	<u>Status</u>
1	CIO Properties, LC	302 East Scenic Valley Avenue	Downing Construction	Orthodontic Clinic	\$600,583	Complete
2	Indianola Community Schools	1301 East 2nd Avenue	DDVI	Administration Building	\$1,544,000	Exterior complete, roof complete with associated trim with the exception of enty area. Decorative screen wall at east and north elevations in place 75% painted. Rough grading and exterior sidewalks with parking lot patch work in place. Interior work continuing with doors and ceiling grid is in place.
3	IMU	1300 East Iowa Avenue	Downing Construction	Line Shop	\$650,000	Exterior walls, roof and openings compete including associate trim. Parking and other flat work (concrete) is 100% in place. Interior shop area work is continuing on fire sprinkler system and final finishes, Office area wall finishes are continuing, floor finishes done. Above ceiling inspection compete. Waiting for final inspection request.
4	IMU	110 South B Street	DDVI	Fiber Shop Alteration	\$476,700	Temp CO in place. Building is complete . Waiting on FD report and approval.
5	St. Thomas Catholic Church	210 R-63 Hwy.	Ball Team	Church Addition	\$1,672,670	Phase I of the North building received Temporary certificate of occupancy. Exterior finish materials are complete in N. building and are in process in S. building. Exterior concrete work completed for all site paving and sidewalks. Phase II (south building interior work is complete. Instalation of the exterior wall panels and final grading are 75% complete.
6	Des Moines Metro Opera	106 West Boston Avenue	Breiholz Construction	Addition/Alteration	\$3,300,000	Exterior wall patching and repairs are completed on the existing structure. wall framing on the addition is in process and 50% complete. Roof membrane and mechanical units on room are in place and work is continuing to finsh up those items.Site work has begun final grading on entry area & sidewalk concrete along street are in place with framework to entry. sidewalk in progress. Rough grading of the site has started with the relocation of the contractors trailor and materials.
7	Dowie Construction	401 E Euclid Ave	Dowie Construction	Contractor Shop	\$220,000 per development agreement	Interior walls have been painted. Exterior prefinished metal roof and associated trim are complete and the exterior wall panels are in progress
8	Cambron & Thacker	1400 E Iowa	Cambron & Thacker	Warehouse Extension	\$ 162,568.00	Building 100%, waiting on final inspection request. Some site clean up will be required.

Construction Project Updates Week of 10/22/2018 ending 10/28/2018

9	IMU	210 W 2nd	Tim Morris	Office remodel	95,335	Building permit application filed 10/25/2018
10	Kappelman Appliances	506 W 2nd Street	TBA	New retail	\$211,615.00	Building permit applied for - review completed - waiting on responses to review comments

<u>Property Address</u>	<u>Owners</u>	<u>Issue</u>	<u>QA</u>		<u>Current Action</u>	<u>LEGAL</u>	<u>Deadline</u>
1109 N Howard Street	Christpher Smith	Tall Weeds in backyard	W014302-080118		Pics taken on 10/03/18 show progress but no weed eating around home or in the backyard around fence line. Brush piles still present. Advised her of free brush day for hauling the piles and tree branches. Revisit-take pics 10/17/ 10/24/18 KM visited site. Took pics. Same condition as last week. Extension was given to complete by 10/17/18. Bid for abate.	Bid for Abate	10/31/18
111 S J Street	Muriel Short Revocable Trust	Tall Weeds			09/24/18 Kevin to visit take pics. Pics taken. 641-521-6939 Realtor, contacted realty company. They would arrange for grass to be mowed and work done. Recheck in 7 days 09/28 Kevin visited. No change. Send letter 10/11 KM visited site. Left notice 10/17/18 still no progress. Pics taken. KM says to abate. sent out for bid for the branches. 10/24/18 no change reported. pics taken. Place on abate list.	Abate in Process Out for Bid	10/31/18
303 W 17th Ave	Jeffrey Schrader	Tall Weeds			10/11/18 visited site. Pics taken 10/12/18 - 10/15/18 letter sent. 10/24/18 KM visited site. Took pics for record. Send letter	Letter	10/31/18
405 N 8th St	Ronald Llewellyn	Tall Weeds / Abandoned Home			10/11 KM to site. No change. Weeds are exceedingly tall. Letter, attorney and bid for abate. 10/24/18 Pics taken. no change reported by KM this visit. Bid for abate and place on abate list	ABATE BID OUT	10/31/18
1007 N D Street	Rebel Snodgrass	Tree			. Letters sent for tree, construction pile removal, trailer with unregistered tagsoparked on grass not parked on concrete lot. 10/24/18 KM took pics. No change. Move to legal . Discuss with Jason/Oxford bid for abate/removal.	Jason	10/31/18
510 S Jefferson Way	Kimberly Layland (Tenant Chris)	Tall Weeds and Tree Debris			Complaint receved of dead branches hanging in side yard, tall weeds and not mowing. 10/11 KM visited site. Yard has been mowed and tree on side of home has been removed (dead branches) back yard needs maintained, weeds and entry way has tall weeds. Letter sent 10/15/18. 10/24/18 KM reports no change. Abate. took pics.	BID FOR ABATE	10/31/18
N 7th Street Fields (Johansen Enterprises)	Johansen Enterprises LLC 2929 Westown Pkwy Ste 100 West Des Moines, IA 50266	Tall Weeds			Complaint received of field not being maintained behind a new development. Parcel 48251012000. Sent letter to abate to Johansen Enterprises 09/27/18. Abate property. Expired abatement deadline. KM on site 10/24/18 confirmed nothing done since last week.	Bid for Abate	10/31/18
1806 South E Drive	Michael Hypes	Tall Weeds	W014787-102418		10/10/18 not mowing. 10/15/18 pics taken of property. Added to list. Letter sent 10/15. 10/24/18 KM visited site. Took pics. Corner needs mowed. Send letter. KM reports 10/24/18 corner needs trimmed and mowed.	Letter	10/31/18
500 N 1st Street	Kamer Properties LLC 17439 120th Ave Indianola, IA 50125	Junk Debris in Yard			10/18 received complaint of furniture in yard. 10/19 eviction given and items from home on curb, will check 10/24 to make sure items were removed and waste management picked up debris. KN reports items still on curb, have no been removed. Bid for abate	Letter	10/31/18
E Lincoln N 7th Ct Fields	Johansen Enterprises LLC 2929 Westown Pkwy Ste 100 West Des Moines, IA 50266	Tall Weeds			10/10 complaint of tall weeds by residential homes. Natural forestry although R-3 zoning. Mowing would be limited pics taken. Send letter regarding this property as well (also on abatement for N 7th Street fields oposite side of development)	Letter	10/31/18
1212 S O Street	Kevin Oehlert	Tall Weeds			10/24 owner called in stating he has contracted a mower for his property. Asked for an extension till 10/26. Agreed		10/31/18
2100 West Euclid Ave	Sindric, Richard	Junk Vehicle and yard maintenance			. 10/15/18 Property was not abated due to back up in contractors schedule. Please visit site 10/17/18 take new pics. KM visited site. Took pics. States yard is mowed and only a few weeds remain around the home and need cut down.	CP	10/31/18
510 N Howard	Harold Betty Wilson	Tall Grass	W014587-092518	X	Kevin to visit site on 09/28/18 spoke with tenant (male) stated he would work on it this weekend, picking up debris. 10/11 Kevin visited site. Stated that no change and worse. Bid for Abate 10/19/18 expires. KM visited site. States improvements being made. took pics. Follow up in two weeks.	Extension	11/07/18

308 W 1st	Ernest N Martens	Tall Weeds / Abandoned Home			Caller states home not occupied for over a year. No yard maintenance being done. 10/03/18 Kevin to visit site. 10/11 KM visited site. Left notice 10/12 owner called in said that he removed a lot of debris and garbage but has not done anything about the sheds that are falling apart. He said that he would like an extension until next week. I advised that he would be sent a letter giving him one week to complete.	Extension	10/31/18
808 W Salem Ave	Monique Booker	Tall Weeds	W014398-082218		Kevin visited site 09/24/18 back window in basement is blown out and needs to be boarded up. Kevin to follow up to check if needs mowed 10/31/18	Prev Abate Follow Up	10/31/18
310 E Boston Ave	Andrew Bottorff	Appearance of Property			Property referred to legal. Inspection set up for DC to determine if strurally sound or safe for occupancy. 10/17 received complaint on property from member of community. Advised this is being processed with follow ups weekly. 10/17 LM left door hanger regarding junk behind home and vehicles in the yard. Yard is mowed. Home is in legal.	LEGAL	
207 N F Street	James Sturman, Kristin Nevera	Junk Vehicles, Tall Weeds, Tree Maintenance.	W014781-102318	X	Complaint with City Attorney for determination of further action. Notes and details listed on Legal Tab.	Legal	Transferred
911 N C Street	Jon Backstron	Appearance of Property			09/21/18 received email from the City Manager 09/24 Kevin to visit site - 09/28 kevin took pics and left hanger. Owner came in to show photos of junk debri has been removed from back porch. Will have Kevin get updated photos to show removal 10/03/2018. Amy states she will speak with owner and handle. He mav come to office to show improvements made. 10/10/18 owner came into office.	LEGAL	10/25/18
206 W Jackson	James George and Laura Edwards-George	Tall Weeds & Chickens	W014759-101618	X	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. 8/31/18 Kevin visited site. Chickens and tall grass. Door knocker left. Resident called office 09/04/18 Refused to comply.. 9/07/18 havent heard from owner. Abate letter sent 9/10/18. Kevin visited 09/13/18 cannot see behind fence. No visual. 09/24/18 Kevin visited site. Provided pictures of the residence and the chicken found to be on property through a crack in the fence. Left door knocker. Sent Letter 09/28/18 Kevin unable to see anything behind fence. Attorney issued letter to owner on 10/12/18. 10/24/18 Kevin visited site. No sign of a chicken on premise. close	LEGAL	Closed
207 N F Street	James Sturman, Kristin Nevera	Junk in yard and car - Tall Weeds	W014781-102318	X	Moved to Legal tab.	LEGAL	TRANSFER
1106 North Buxton	Twila Wilkinson	Dangerous Tree	W013149-120517	X	12/17-chuck and Rich visited site (sepatately) and took photos. Will rquest Oxford look over and evaluate if dangerous. 12/17 Oxford assessed berbally stated tree does not appear to be dangerous. Will review this spring to confirm. 6/11/18 Jason contacted Oxford to evaluate tree. 7/3/18 Oxford Visited site. Storm in city will give 2 week extension. 08/2/18 Oxford to evaluate tree. Tree no longer in safe condition. 10/18/18 Jason reports this is completed.	Jason	Closed
500 N N Street	Larry/Donna Littlefield	Dangerous Tree			Trees have been cleaned and branches removed by abate contractor. Confirmed via Jason 10/18/18	Jason	Closed
702 W Salem	Michael Sturtz	Dangerous Tree			10/18/18 asked Jason to visit site to check on this property where a tree was reported previously. Per Jason 10/18 confirmed tree has been removed. Stump left.	Jason	Closed
302 W 18th Pl	Dean/ Amanda Binder	Tall Weeds			10/10/18 not mowing. 10/15/18 pics taken of property. Added to list. Letter sent 10/15 KM visited site on 10/24. took pics. Recently mowed. No issues. Close		Closed
1204 N D St	Suzanne Thayer	Tall Weeds	W014788-102418		Complaint received regarding tall grass. Not mowing for 2 mo. With large brush piles and wild animals running out of yard. Not bad in front but back is bad. Please take pics. Kevin to visit 10/24/18. KM visited site on 10/24/18 states he does not see any issues on the property. There are some weeds in the back but not over 6in. Will follow up next week but will have to close if no nuisance or code violation found.		closed

1805 S B Court	Galen Pottorff	Tall Weeds		X	10/10/18 not mowing. 10/15/18 pics taken of property. Added to list. Letter sent 10/15. KM visited site 10/24/18 took pics. Recently mowed. Close		Closed
1006 E Euclid Ave	Sharon Jensen	Danerous Tree	W014621-092818	X	09/18/18 email sent to Jason regarding Dangerous tree. Was reported in Gov QA by neighbor. Owner of tree called in and asked for a payment plan since she wants to remove the tree but cannot afford to do so right now. Adv would send Jason out. 09/18 Jason went to residence. Confirmed tree needs removed. 09/19 Kevin took pics of tree. Confirmed and spoke with owner of tree. Owner asked that we abate it becuase she cannot afford. 09/20/18 Jason reports Oxford to abate. Owner called asking for no abatement. Found someone to help her for cheap remove the tree. 10/18/18 Jason visited porperty. Tree has been removed. Close	Jason	Closed
207 N 4th Street	Rudolf Investments	Tall Weeds	W014619-092818	X	Complaint of no mowing, tall weeds, covering side walk and hanging over 09/27/18 pics taken. 09/28 kevin visited site. Left door hanger warning. Letter sent 09/28/18. Owner called in to state that he will have this done on Friday requeuts an extension until 10/08/18 10/11 KM visited site. Left notice. KM visited site 10/24/18 completed	Extension Given	Closed
512 S 3rd St	Nadine Thompson	Tall Weeds		X	Complaint about back lot behind homes that is over 2 ft tall "gone to hay" Property owner of parcel Nadine Thompson. Contacted and left a voicemail with Nadine advising her of complaint. Will send letter with pictures. 10/11 KM visited site. Left notice		Closed
505 W Jackson		Dangerous Tree		X	09/17/18 sent complaint to jason for review . 10/02/18 Emailed Jason regading needing an update on the tree reported at 503 Jackson falling is not their tree but the neighbors. Kevin went out 10/11/18 Jason confirmed 10/18/18 this is neighbors tree 1007 N D Street. Adv to send notice to 1007 N D Street instead .Close	Jason	Closed
510 S Jefferson Way	Kimberly Layland	Dangerous Tree		X	Jason checked property 10/14/18.		Closed
903 E 2nd Ave	Nancy Fuller, James Hildreth	Junk Vehicle, Dangerous Debri			09/10 received complaint. 09/18 visited site. Took pics. Sent to Indianola PD. 09/18 received owner info for Winnebago 09/18 sent letter to owners for vehicle and construction material on the property. 09/24/18 owner came into CD office to discuss. Asked for 2 weeks extension due to personal family issues. Ryan approved. Extension for 2 weeks. Abatement deadline is set for 10/10 on construction debri and unsafe materials, and 10/31 on the Winnebago removal 09/28/18 kevin visited site. Winebago still there and no construction debris have been removed. Same condition as prev. no progress. recheck 10/10/18. 10/17 KM visited site. Took pics for follow up progress. 10/22/18 Winnabego has been removed and property is not within compliance of code for debris. Kevin visited site, took pics 10/24/18. Completed	EXTENSION til 10/10 for debri 10/24 for vehicle	Closed
410 W Ashland	Scott Judy Johnston	Chickens	W014758-101618	X	Owner contacted office stating his chickens were approved by city council and mayor 5 years ago. City Attorney believes these may not be the same chickens. Will issue letter . Attorney sent letter 10/12/18 requesting proof same ck. Owner called in discussed frustration of process and words used in letters from attorney. Advised of some errors made on previous reporting sheets in regards to his correct notations recorded. Errors in previous listings acknowledged by KB. corrections made, updated site (PM Listing). Owner emailed proof photos of chickens. Sent to legal. Granted approval of sufficient proof showing natural life span on chickens from 5 to 2 remaining. Close case.		Closed

209 E 1st Street	Gerald Heyes	Tall Weeds	W014760-101618	X	9/10/18 pics taken. Grass not being mowed. Tall weeds. 09/13/18 kevin revisited site. Left door hanger warning. 09/14/18 Gerald Hayes, owner, called in to say he has been out of town and it would be mowed by this weekend. 09/28 Kevin reports siding and window needs fixed to bring up to building code as safe. 10/11 KM visited site. Left notice. Letter sent 10/15/18. Owners called 10/15 regarding notice recieved. Came to office to get pics and exact explanations as to what needed to be fixed. Wife came in and spoke with building official. Said would work on it. Gave extension till 10/19/18 before rechecking. 10/19/18 Kevin reports they are working on the property. Will take pics on 10/24/18 for update and closure of case. KM visited site. Took pics. improvements made.		Closed
1511 West Salem Ave	Unkown (Find Vehicle get Plates)	Junk Vehicles	W014727-100918	X	Complaint via GovQA 10/09/18 re: vhecile not moved in 4 months, has flat tire, parked infront of daycare. 10/10/18 KM visited. Unable to find vehicle at first. Located and took pics. 10/24/18 car has been moved and the tires are no longer flat. Take off list.		closed
402 W 1st Street	Bern Investments LLC	Tall Weeds / Dangerous Abandoned DD		X	09/11/18 Kevin visited site. Left door hanger 09/21/18 Abate letter sent. 09/24/18 follow up pics taken by Kevin. Has til 09/28 to comply 09/24/18 forwarded to City Attorney for further review of property itself as a structure. 09/28/18 no change seen by Kevin. ABATE. 10/02/18 received a call from neighbor, inquiring about what is being done at this property. Advised that abatement in process. JTL for abatement. Progress photos by 10/12. 10/17 KM visited site. Took pics for follow up progress. The property is complete other than hauling away the dirt pile that has weeds growing on it. The rest of the home is boarded and the yard is mowed and trimmed appropriately.	ABATED	Closed
500 N N Street	Littlefield Larry, Donna		W014277-072618	X	09/18 Received complaint with non existent address 410 N N St. Contacted - gave new address of 500 N N Street. Backyard 09/21 visited site took pics. Left knocker. Send letter. 09/25/18 letter sent with expiration of 10/01/18. 10/03/18 kevin to visit site, take pics. if No change out for abate bid. Kevin visited site and front door is open. No one was present at home when he arrived. Spoke with neighbor, stated the door will not close. JTL for abatment. Progress photos by 10/12. 10/17 KM visited site. Took pics for follow up progress.	ABATED	Closed
506 N Kenwood	Joseph Walles	Tall Weeds		X	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 09/13/18 kevin visited site, no change. abate 09/17/18. 09/28/18 property has been mowed within the week but there are tall weeds surrounding the home and the backyard is in need of desperate mowing, house in need of repair and maintenance. Forwarding pics to City Attorney Amy. JTL for abatement progress photos by 10/12. 10/17 KM visited site. Took pics for follow up progress.	ABATED	Closed

Expired Permit #	Permit Date/ Year	Permittee	Owner	Address	Project	Last Inspected	Permit Expired	Date Ltr Sent	Re Apply ?	New Permit #	Date RePerm	DATE Re Inspect/ Finald	Notes
32	4/9/18	Amie Hale		107 South 19th Court	Pool	8/3/2018	1/30/2019	9/27/2018					Warning Letter advising of expiration if no final inspection
28	4/3/18	Sandy Peterson		1020 Scott Felton Rd	Shed	NONE	9/30/2018	9/27/2018					Warning Letter advising of expiration if no final inspection
26	4/2/18	Joshua Hayes	Jason & Heather Glenn	1012 N 1st Street	Deck	4/2/2018	9/29/2018	9/27/2018	No	No	Extension	10/2/2018	Owner cld office 10/01 scheduled final inspection - final inspection completed by DC on 10/02/2018 ok and completed.
24	3/30/18	Apex Storal Solutions LLC	Andrew Hart	802 East Hillcrest Ave	28 Storage Units	NONE	9/26/2018	9/27/2018				10/4/2018	Andrew came into office to discuss. States inspectors came out several times and said project was ok. Set up reinspection for final with David. Final completed on 10/04/18
25	3/30/18	Ryan Boswell		910 Scott Felton Rd	Egress Windows	4/6/2018	10/3/2018	9/27/2018					Warning Letter advising of expiration if no final inspection
22	3/27/18	Atlas Masonry	Tom Smith	2104 37th St, Des Moines, IA 50310	Repair Brick Store Front	None	9/23/2018	9/27/2018					Emailled the letter to the address provided on the permit as well. 09/26 dustin@atlasasonry.net
19	3/12/18	Midwest Builders	Ross & Sally Dale	615 E Scenic Valley	Alteration	None	8/30/2018	10/5/2018					
16	3/1/18	Steve Westra		1111 E Gerard Ave	Pool	5/21/2018	11/17/2018	10/5/2018					Warning Letter Sent of expiration prior to winter.
15	2/23/18	Joep Joliff		701 N 1st St	Home Alteration	3/5/2018	9/1/2018	10/5/2018					
14	2/22/18	Genesis Development		1809 W 2nd Ave	Alteration	NONE	8/21/2018	9/21/2018					
12	2/21/18	Ground Breaker Homes	Peoples Company	113 W Salem	Repair/Replacement	3/12/2018	9/8/2018	9/21/2018					There is a CO signed for this but no final inspection recorded. Please look at file. ODD
9	2/21/18	Todd & Johna Clancy		808 East Scenic Valley Ct	Addition	7/31/2018	?	9/21/2018					Permit has not expired however they sent in pics of the footing holes. This property was never inspected but approved from pics the owner just sent int
13	2/21/18	Ann Mahoney	Equity Trust Custodian 1 Equity Way West Lake, OH 44145-2526	610 East 1st Ave	Home Restoration/ Alteration	3/5/2018	9/1/2018	9/27/2018					
11	2/14/18	Jonathan Cook		1200 Caroline Terrace	Alteration	NONE	8/13/2018	9/21/2018					
10	2/14/18	Steger Construction	Brad Nancy Kotz	807 E Trail Ridge Pl	Alteration	2/22/2018	8/21/2018	9/21/2018					
8	2/1/18	Benjamin Rogers		1000 North O St	Basement Finish	NONE	7/31/2018	10/5/2018					
2	1/17/18	Russ Vanderpool		512 E Euclid Ave	Garage	NONE	7/16/2018	9/21/2018					
111	9/12/17	Adam McCarty		2710 N Jefferson Way	Deck	10/20/2017	4/18/2018	9/21/2018					Applied for utility shed on 09/21/18. Will inspect both for compliance 09/24- 9/24 inspect deck is not finished. Owner will need to re apply for building permit
49	2017	John Jakes		1201 E Iowa Ave	Deck	5/28/2017	11/24/2017	8/28/2018	Yes		8/29/2018		
68	2017	Richard Stewart		1209 Lancaster Way	Single Family Dwelling	10/10/2017	4/8/2018	8/28/2018					
10	2016	Thomas Sherly Nicholson		200 West Orchard Ave	Bathroom Remodel	3/21/2016	9/17/2016						
24	2016	Don Bendon		715 West 2nd Ave	Garage	NONE	9/25/2016						
25	2016	Ronald Cooney		813 W 4th Ave	Shed/Deck	NONE	10/2/2016						
30	2016	Matt Harmison		814 W Clinton Ave	Deck	NONE	10/2/2016						
42	2016	Jeff Downing		1202 North 9th Street	Sun Shade Structure	NONE	10/29/2016						
44	2016	All American Exteriors	Steve Biddle	1806 Apple Ln	Front Deck	NONE	10/31/2016						
21	2016	John Amy Jakes		1201 E Iowa Ave	Foundation replacement	5/12/2016	11/8/2016						
36	2016	Justin Tully		908 N J Street	Deck	5/13/2016	11/9/2016						
56	2016	Paul Whipple		1801 Fairway Drive	Deck	NONE	11/9/2016						
54	2016	Devon Sadler		1001 Ann Parkway	Porch Repair	5/17/2016	11/13/2016						
60	2016	Brenda Simpson		500 South Buxton	Deck	NONE	11/16/2016						
47	2016	Beth Zimmerman		1313 S O Street	Basement Alteration	5/26/2016	11/22/2016						Note in file saying Rich Parker called 2/27/18 and left a message for the tenant to call back regarding the permit for the basement finish that has not been finalled out. RP
72	2016	Dan Hickman		600 N 14th Street	Shed	NONE	12/4/2016						
71	2016	Sean Thompson		1110 N Howards St	Deck	6/7/2016	12/4/2016						
75	2016	James Burgin		103 West Hillcrest Dr	Garage	6/20/2016	12/17/2016						BOA Approval for this project to even happen.
91	2016	Bryon Keeney		505 E Ashland Ave	Deck	NONE	12/28/2016						
95	2016	LTD Corp		2312 West 2nd Ave	Loading Dock	NONE	1/9/2017						
99	2016	R & D Precision Builders		1001 E Madison Ave	Basement & Room Addition	NONE	1/11/2017						
109	2016	Al Thayer		3212 W 4th Ave	Deck	8/10/2016	2/6/2017						
117	2016	Joe Kissner		1003 N O Street	Basement Finish	NONE	2/8/2017						Note in file from RP stating left message about open permit on 2/27/18 Original Building permit issued 8/12/16
82	2016	Larry Powell		1201 North D Street	Garage	8/16/2016	2/12/2017						BOA Approval for this project to even happen. Letter sent to RP and CB on 8/25/16 regarding electric in the garage being separate rather than upgrading to 200amp. No further info or notes in file
104	2016	Kathleen Picken		1003 N C Crt	Deck	8/24/2016	2/20/2017						Final says that the deck needs handrails before finaling- NO approved for final due to 4 rizers need handrail.

[illegible]



As a valued Chamber partner and proactive business leader, we know that you are focused on community betterment.

You are invited to an investor only breakfast where we start conversations about how we can attract and retain a skilled workforce. As strategies are being executed to recruit business and industry to Indianola, we need to ensure we have the workforce to meet employer needs.

Scott Raecker, Executive Director of the Robert D. and Billie Ray Center, will present the results of the Indianola Human Capital Survey. This data will supply the group with information as we address this growing concern.

When: October 31, 2018; 7:30 a.m. — 9 a.m.

Time: 7:30 a.m. Breakfast; 8 a.m. Presentation

Where: The Village, 1203 N. E Street

RSVP to: Brenda@indianolachamber.com by October 26.

Ryan Waller

From: Ryan Waller
Sent: Tuesday, October 23, 2018 10:07 AM
To: John Parker; Bob Kling; Shirley Clark; Kelly Shaw; Greg Marchant; Joe Gezel; Greta Southall
Cc: Doug Fulton
Subject: DNR

Importance: High

Good morning, all.

I have received a call from the DNR. The call was in response to the letter that you all signed expressing frustration with the delays in the review. Staff is working with the DNR staff on setting up a meeting to review (again) our position regarding our facility plan. This meeting will include the acting Director of the DNR in addition to other non-technical staff. As always, we will keep you posted of this progress.

If you receive any calls or are contacted by the DNR, please let me know. Thank you.

Have a great Tuesday.

Ryan

November 19, 2018
Draft Council Agenda

- Minutes
- Claims
- Applications
- Salaries
- Second consideration of a rezoning request from Tim Phillips to rezoning 2508 N. Jefferson Way from A-1 to C-2
- UR Apps
- 2018 Traffic Signal Upgrade Project – public hearing, resolution approving plans, spec, etc., resolution awarding contract
- City Manager's Report
- Set public hearing December 17, 2018 for FY 2019 Budget Amendment
- PH for the 2018 Traffic Signal Project, resolution plans, specs etc., resolution awarding contract
- Motion to approve the FY 2018 Urban Renewal Report
- Certificate of appreciation to Firefighter Jamie Sauter
- Resolution setting hearing and taking of bids for 15th Street and Highway 92 Sewer

November 19, 2018
Draft Council Study Agenda

- Storm Drainage – Snyder and Associates

Meeting Date: 11/05/2018

Subject

Enter into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 11/05/2018

Subject

Resolution confirming commitments regarding the Waste Water Treatment Plant

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 11/05/2018

Subject

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

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.
