



CITY OF INDIANOLA COUNCIL MEETING

April 1, 2013

6:00 p.m.

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Consent
 - A. Approve agenda
 - B. March 25, 2013 Minutes
 - C. Applications
 1. A new Class "C" Liquor License and Sunday Sales Privilege for Napolis Italian Restaurant Cameron LLC - 117 E. Salem
 - D. Set April 15, 2013 as a public hearing and first consideration of the following:
 1. An amendment to the recycling ordinance would increase fees by 50 cents from \$2.75 to \$3.25
 2. Amend Chapter 55.06 of the City of Indianola Code of Ordinance
* Would allow bee keeping within the City
 - E. Street closure request and noise permit from Erin Freeberg & Natalie Metzger (Market At The Square) - request is to close Salem between Buxton and Howard - June 8 - August 31, 2013 (every Saturday) from 7:00 a.m. - 1:00 p.m.
 - F. Claims on the computer printout for April 1, 2013
5. Council Representative Reports
 - A. Resolution approving salaries
 - B. Metro Advisory - Mayor Bresnan and Eric Mathieu
 - C. WCEDC - Greg Marchant
 - D. Greater Des Moines Convention Report - Greg Marchant
 - E. YMCA Report - John Sirianni
 - F. 65/69 Report - John Parker, Jr.

6. Council Reports
 - A. Receive quarterly WCEDC report - Jason White, Executive Director
 - B. Receive P&R Annual Report - Glen Cowan, Park and Recreation Director
7. Mayor's Report - Kenan Bresnan
 - A. Community Update
8. Public Consideration
 - A. Old Business
 1. \$4,036,000 Sewer Revenue Capital Loan Notes, Taxable Series 2013
 - a. Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Indianola, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$4,036,000 Sewer Revenue Capital Loan Notes, Taxable Series 2013, of the City of Indianola, Iowa, under the provisions of the City Code of Iowa, and providing for a method of payment of said notes
 - B. New Business
 1. An addendum to the IDOT Agreement for improvements to Iowa 92 from east of South "N" Street to west of Country Road R57
9. Other Business
 - A. Public comment
10. Adjourn

Information

Subject
March 25, 2013 Minutes

Information

Attachments

Minutes

REGULAR SESSION – MARCH 25, 2013

The City Council met in regular session at 6:00 p.m. on March 25, 2013. Mayor Kenan Bresnan called the meeting to order and on roll call the following members were present: Pete Berry, Greg Marchant, Eric Mathieu, John Parker Jr., Pam Pepper and John Sirianni.

The following items were pulled from the consent agenda:

Item C-1 – A new Class “B” Beer permit and Outdoor Area for the Square Bar Association – Indianola Town Square

Item C-3 - A Class “C” Liquor License transfer of Chartwells Dining Services from Pfieffer Dining Hall to Kent Campus Center

Item E – Change order #5 for the 2012 Street Improvement Project – changes the project completion date to August 22, 2012

Item H-1 – Street closure request from First Baptist Church Ice Cream Social - August 31, 2013 from 3:00 p.m. - 7:00 p.m. - will close the N/S alley east of the First Baptist Church for their annual ice cream social

The consent agenda consisting of the following was approved on a motion by Mathieu and second by Berry. Question was called for and upon the council member votes, the Mayor declared the motion carried unanimously.

March 4 and 11, 2013 Minutes

Applications

- A renewal Class "E" Liquor License, "B" Wine, "C" Beer and Sunday Sales Privilege for Indy 66 - 1201 N. Jefferson

Change order #6 in an amount of \$2,852.89 - Larson & Larson Construction - Indianola Wellness Center

\$9,995.00 demolition bid from Vanderpool Construction for 1206 W. 2nd Avenue

Horticulturist Assistant Request – will use funds allocated for a part-time horticulturist assistant, to start the full-time horticulturist assistant May 1, 2013 instead of July 1, 2013

Street Closure request for the following:

- Street usage request from the Rotary Club of Indianola - May 4, 2013 from Noon - 5:00 p.m. - streets included in the two routes are Salem, Howard, Kentucky, Apple Drive, Orchard, Iowa, Buxton and Summerset Trail
- Indianola Mayor's Youth Council Bike Fest - June 8, 2013 from 6:00 a.m. - 1:00 p.m. - will close Buxton between Salem and Ashland and the remaining inside lanes on the square

Noise permit for Mike Murphy - Indianola Classic Car-Truck-Cruise Night – May 18, 2013 – September 21, 2013 (every Saturday night from 4-9) at the Community Bank, 1401 N. Jefferson, parking lot

Prior approval applications for urban revitalization designation

Jerry's Homes – 1401 N. 6th #17 – 4 plex - \$426,350

Jerry's Homes – 1401 N. 6th #18 – 4 plex - \$426,350
Jerry's Homes – 1401 N. 6th #19 – 4 plex - \$426,350
Jerry's Homes – 1401 N. 6th #20 – 4 plex - \$426,350
Emmet Brody – 2301 N. 8th St. – SFD – \$250,000
Emmet Brody – 2209 N. 8th St. – SFD - \$240,000

Final approval applications for urban revitalization designation

Brody Construction – 2204 N. 8th St. – SFD - \$200,000
Barry Robb – 1102 N. 9th St. – SFD - \$210,000
Cody Sinclair – 2101 E. 1st – Duplex - \$172,325
Steger Construction – 804 E. Scenic Valley Court – SFD - \$152,800
Steger Construction – 2108 N. 8th St. – SFD - \$165,800

Claims on the computer printout for March 25, 2013 and the February 2013 receipts

A motion was made by Parker and seconded by Pepper to approve a new Class “B” Beer permit and Outdoor Area for the Square Bar Association –Indianola Town Square. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

It was moved by Berry and seconded by Mathieu to approve a Class “C” Liquor License transfer of Chartwells Dining Services from Pfieffer Dining Hall to Kent Campus Center. Question was called for and on voice vote the vote was, AYES: Parker, Marchant, Pepper, Mathieu and Berry. NAYS: None. ABSTAINED: Sirianni. Whereupon the Mayor declared the motion carried.

Change order #5 for the 2012 Street Improvement Project which changes the project completion date to August 22, 2012 was approved on a motion by Pepper and seconded by Parker. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Parker moved to approve the street closure request from First Baptist Church Ice Cream Social - August 31, 2013 from 3:00 p.m. - 7:00 p.m. which will close the N/S alley east of the First Baptist Church for their annual ice cream social. Pepper seconded the motion. Question was called for and on voice vote the vote was, AYES: Sirianni, Marchant, Pepper, Mathieu and Parker. NAYS: None. ABSTAINED: Berry. Whereupon the Mayor declared the motion carried.

Council member Pepper moved to approve the following Resolution Approving Personnel Salaries. Council member Marchant seconded the motion. On roll call the vote was, AYES: Mathieu, Berry, Parker, Sirianni, Marchant and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION APPROVING SALARIES

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF INDIANOLA, IOWA:
The following salaries are hereby approved:

Luke Buhrow, Police Officer, from PO-3 \$48,107/year to PO-4 \$50,512/year effective March 24, 2013

Megan Berlin, Recreation Coordinator, CE 5-2 \$36,880/year effective April 8, 2013

Aaron Hurt, Paramedic/Firefighter, FF-1 \$43,635/year effective March 25, 2013

Joe Holaday, Seasonal Street Sweeper, \$18.73/hour effective April 1, 2013

Charles Carico, Seasonal Brush Facility Monitor, \$11.044/hour effective March 25, 2013

Turner Baldwin, Street Department Seasonal Summer Help, \$10.00/hour effective May 1, 2013

Bryce Binter, Street Department Seasonal Summer Help, \$9.50/hour effective May 27, 2013

Tanner Warton, Street Department Seasonal Summer Help, \$9.00/hour effective May 22, 2013

Trevor Warton, Street Department Seasonal Summer Help, \$9.00/hour effective May 22, 2013

Passed and approved on the 25th day of March, 2013

Mayor Kenan Bresnan reported on the Metro Advisory meeting.

The WCEDC report was presented by Council member Greg Marchant.

Council member Greg Marchant reported on the Greater Des Moines Convention meeting.

The 65/69 Report was presented by Council member John Parker, Jr.

The February 2013 City Treasurer's Report was approved on a motion by Berry and seconded by Pepper. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

A motion was made by Sirianni and seconded by Pepper to approve the FY 11/12 Audit Report. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Mike Metcalf presented the quarterly safety report. A motion was made by Mathieu and seconded by Pepper to accept the report. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council member Berry moved to approve the Mayor's nomination of John Monroe to the Civil Service Commission, a term to begin immediately and expire April 2, 2016. Parker seconded the motion. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$750,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including the Sanitary Sewer Infiltration and Inflow correction project (Phase IV), and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The City Clerk advised the Mayor and the City Council that no written objections had been filed. The Mayor then called for oral objections to the proposal and none were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

The City Council then considered the proposed action and the extent of objections thereto.

Whereupon, Council Member Parker introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$750,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved that the Resolution be adopted. Council Member Mathieu seconded the motion. The roll was called and the vote was, AYES: Sirianni, Marchant, Pepper, Mathieu, Berry and Parker. NAYS: None. Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN
AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF
NOT TO EXCEED \$750,000
SEWER REVENUE CAPITAL LOAN NOTES

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

The second consideration of an ordinance adopting the 2009 International Building, Residential, Plumbing, Mechanical, Fuel Gas, Fire and 2011 Electrical Code was discussed. Berry moved and Pepper seconded to suspend the rules requiring an ordinance be considered at three separate meetings before its adoption. On roll call the vote was, AYES: Parker, Sirianni, Marchant, Pepper, Mathieu and Berry. NAYS: None. Whereupon the Mayor declared the motion carried unanimously. A motion was made by Sirianni and seconded by Pepper to adopt the following ordinances. On roll call the vote was, AYES: Marchant, Pepper, Mathieu, Berry, Parker and Sirianni. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following ordinances to be effective upon publication.

ORDINANCE NO. 1511 entitled "AN ORDINANCE REPEALING CHAPTER 156, BUILDING CODE, AND ENACTING A NEW CHAPTER 156, BUILDING CODE OF THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA"

ORDINANCE NO. 1512 entitled "AN ORDINANCE REPEALING SECTION 157.02 AND ENACTING A NEW SECTION 157.02 OF THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA"

ORDINANCE NO. 1513 entitled "AN ORDINANCE REPEALING SECTION 158.01 AND SECTION 158.02 AND ENACTING A NEW SECTION 158.01 AND SECTION 158.02 OF THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA"

ORDINANCE NO. 1514 entitled "AN ORDINANCE REPEALING SECTION 159.01 AND SECTION 159.02 AND ENACTING A NEW SECTION 159.01 AND SECTION 159.02 OF THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA"

ORDINANCE NO. 1515 entitled "AN ORDINANCE REPEALING SECTION 160.02, SECTION 160.03, 160.06 AND ENACTING NEW SECTIONS 160.02, 160.03 AND 160.06; AMENDING

SECTION 160.05; AND ADDING A NEW SECTION 160.14 OF THE CODE OF ORDINANCE OF THE CITY OF INDIANOLA, IOWA”

ORDINANCE NO. 1516 entitled “AN ORDINANCE REPEALING SECTIONS 162.01, 162.02, 162.03, 162.08, 162.09, 162.10 AND 162.11 AND ENACTING NEW SECTION 162.01, 162.02, 162.03, 162.08, 162.09 162.10 AND 162.11 OF THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA”

Council member Marchant moved and Berry seconded to receive the \$200,000 offer from J&B Properties LLC – Community 1st Credit Union for 302 and 308 S. Jefferson. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

It was moved by Sirianni and seconded by Mathieu to approve the following resolution entitled “A RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF THE SETTING OF A HEARING (May 6, 2013) ON A PROPOSAL TO SELL REAL PROPERTY (302 & 308 S. Jefferson) OWNED BY THE CITY OF INDIANOLA, IOWA.” On roll call the vote was, AYES: Marchant, Pepper, Mathieu, Berry, Park and Sirianni. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted:

RESOLUTION NO. 2013-05

A RESOLUTION AUTHORIZING THE PUBLICATION OF NOTICE OF THE
SETTING OF A HEARING (May 6, 2013) ON A PROPOSAL TO SELL REAL
PROPERTY (302 & 308 S. Jefferson) OWNED BY
THE CITY OF INDIANOLA, IOWA

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

Whereupon, Council Member Berry introduced and delivered to the Clerk the Resolution hereinafter set out entitled “RESOLUTION APPROVING ECONOMIC DEVELOPMENT GRANTS AND INTEREST FORGIVENESS UNDER INDIANOLA DOWNTOWN BUSINESS INCENTIVE PROGRAM,” for 113 W. Salem – Cambren Investments (Hotel Warren) and moved its adoption. Council member Pepper seconded the motion. The roll was called and the vote was, AYES: Parker, Sirianni, Marchant, Pepper, Mathieu and Berry. NAYS: None. Whereupon the Mayor declared the measure duly adopted.

RESOLUTION NO. 2013-06

RESOLUTION APPROVING ECONOMIC DEVELOPMENT GRANT
AND INTEREST FORGIVENESS UNDER INDIANOLA
DOWNTOWN BUSINESS INCENTIVE PROGRAM

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

Susan Glick, 511 W. Boston, asked the following questions:

- Why the agenda’s are not posted on the TV Channel 86
- Why citizen’s need to wait until the end of the meeting regarding comments, they should be able to comment on items during that specific time on the agenda
- Why the Mayor did not sign the ordinance vacating “C” Street.

Meeting adjourned on a motion by Berry and second by Parker.

Kenan Bresnan, Mayor

Diana Bowlin, City Clerk

Information

Subject

A new Class "C" Liquor License and Sunday Sales Privilege for Napolis Italian Restaurant Cameron LLC - 117 E. Salem

Information

This is a new liquor license for Napolis Italian Restaurant at 117 E. Salem. Owners include: Bujar and Labinot Rexha. This will need to be approved subject to the following:

- Community Development approval is subject to code compliance prior to opening.
- Fire Department approval is subject to sprinkler plan review and occupancy inspection.

Attachments

Liquor License

March 14, 2013

NAME OF APPLICANT: Napolis Italian Restaurant Cameron LLC-117 E. Salem

TYPE OF LICENSE/PERMIT: Class "C" Liquor License and Sunday Sales

	<u>Date & Initial</u>	<u>Approve</u>	<u>Disapprove*</u>
Police Chief	<u>03/14/13</u>	<u>ASA</u>	_____
Fire Chief	<u>3-28-13</u>	<u>MS *</u>	_____
*B&Z Official	<u>3-28-13</u>	<u>C.B.</u>	_____
Sign Compliance	_____	_____	_____

*NO CRIMINAL
History*

*Reasons for disapproval

** COMMUNITY DEVELOPMENT APPROVAL IS
SUBJECT TO CODE COMPLIANCE PRIOR TO
OPENING. C.B.*

** Fire Dept approval is subject to Sprinkler plan review & occupancy
Inspection*

License Application ()

Applicant

Name of Applicant: napolis italian restaurant cameron llc

Name of Business (DBA): napolis italian restaurant cameron

Address of Premises: 117 e. Salem

City: Indianola County: Warren Zip: 50125

Business Phone: (515) 962-5100

Mailing Address: 117 e. Salem

City: Indianola State: IA Zip: 50125

Contact Person

Name: bujar rexha

Phone: (816) 244-6014 Email Address: brexha@hotmail.com

Classification: Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 04/01/2013

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)
Sunday Sales

Status of Business

BusinessType: Limited Liability Company

Corporate ID Number: 1092788 Federal Employer ID # 27-3701905

Ownership

bujar rexha

First Name: bujar

Last Name: rexha

City: St.joseph

State: Missouri

Zip: 64501

Position officer

% of Ownership 0.00 %

U.S. Citizen

Labinot rexha

First Name: Labinot

Last Name: rexha

City: St.joseph

State: Missouri

Zip: 64501

Position owner

% of Ownership 100.00 %

U.S. Citizen

Insurance Company Information

Insurance Company: Farmers Insurance Group

Policy Effective Date:

Policy Expiration Date:

Bond Effective Continuously:

Dram Cancel Date:

Outdoor Service Effective Date:

Outdoor Service Expiration Date:

Temp Transfer Effective Date:

Temp Transfer Expiration Date:

Information

Subject

Set April 15, 2013 as a public hearing and first consideration of the following:

Information

Information**Subject**

An amendment to the recycling ordinance would increase fees by 50 cents from \$2.75 to \$3.25

Information

Council needs to set April 15, 2013 as a public hearing and first consideration for an amendment to the recycling ordinance. We are recommending a 50 cent/month increase in the recycling fee (\$2.75/month to \$3.25) effective July 1, 2013. The last increase was in May '08.

Listed below are past and future revenues/expenses:

FY	Revenues	Expenses
2008	\$135,200	\$145,500
2009	\$166,600	\$146,500
2010	\$173,300	\$148,800
2011	\$176,300	\$150,500
2012	\$177,400	\$182,600
2013 Est	\$177,300	\$196,700
2014 Est	\$206,700	\$198,600

Waste Management household monthly fees increased due to consumer price index from \$2.75 to \$2.81/month.

FYI - The recycling fee is for residential (single and multi-family dwellings) only. Commercial is not included because for the wide range of material (type and amount) that is recycled. Some businesses do recycle through a separate contract negotiated separately.

Attachments

Recycling Ordinance

ORDINANCE NO. _____

AN ORDINANCE INCREASING FEES IN
CHAPTER 106 REGARDING RECYCLING FEES OF
THE INDIANOLA CODE OF ORDINANCES

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

1. Amendment. Subsection 1 of Section 106.09 of the Indianola code of Ordinance shall be changed to read as follows:

1. FEE. The fee for recyclable collection and disposal service, used or available, is two dollars and seventy-five cents (\$3.25) per month for each residential premise.

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

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

4. Effective Date. This ordinance shall take effect so as to increase recycling fees for services reflected on the July 1, 2013, billing statement.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council of the City of Indianola, Iowa, on the ____ day of _____, 2013, was signed by the Mayor on the ____ day of _____, 2013, and was published in the Record Herald and Indianola Tribune, a newspaper of general circulation and published in the City of Indianola, Iowa, on the ____ day of _____, 2013.

Diana Bowlin, City Clerk

Information

Subject

Amend Chapter 55.06 of the City of Indianola Code of Ordinance

* Would allow bee keeping within the City

Information

Council needs to set April 15, 2013 as a public hearing and first consideration of the the proposed ordinance (packet) allowing bee keeping within the City of Indianola as requested by Peter Jakes.

Attachments

Bee Keeping Ordinance

CITY OF INDIANOLA, IOWA

Ordinance No. _____

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF
THE CITY OF INDIANOLA, IOWA, 2013, TO ALLOW THE KEEPING OF
BEES IN THE CITY**

WHEREAS, the City of Indianola, Iowa currently has an ordinance making it unlawful for any person to keep or maintain an apiary or honeybees within the City; and

WHEREAS, the City finds the responsible keeping of honeybees within the City are an essential asset to the community in their role as pollinators of produce, trees, and flowers, and by sustaining native birds through the process of facilitating the production of natural seeds; and

WHEREAS, the City of Indianola has a tradition of encouraging growth and progress through agriculture.

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

Section 1. Section 55.06, “Bee Keeping” of the Indianola City Code is hereby repealed.

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 passage, approval and publication as provided by law.

PASSED AND ADOPTED at Indianola, Iowa, this ____ day of _____, 2013.

APPROVED this ____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

Information

Subject

Street closure request and noise permit from Erin Freeberg & Natalie Metzger (Market At The Square) - request is to close Salem between Buxton and Howard - June 8 - August 31, 2013 (every Saturday) from 7:00 a.m. - 1:00 p.m.

Information

In your packet is the Market At The Square request to close Salem between Buxton and Howard every Saturday starting June 8 - August 31, 2013 from 7:00 a.m. - 1:00 p.m. for a community gathering place where residents and visitors have convenient access to high quality agriculture and art.

The paperwork, staff has approved, is in order except for receiving the insurance certificate which they have applied for. Council should approve this request subject to receipt of the insurance certificate. No comments have been received from the Chamber. The application was received on March 27, 2013.

Also in your packet is the noise permit for the same time period. Council approval is necessary since this permit is for multiple days.

Attachments

St Closure Request

Noise Permit

Date: 3/27/13

Event Application

For Market At The Square

Event Date : June 8 - August 31, 2013 (every Sat. 7:00 a.m.-noon)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Ed Yando		_____
Fire Department – Brian Seymour		_____
Police Department – Tab Bartling		_____
City Manager – Eric Hanson		_____
HR & Risk Manager – RoxAnne Hunerdosse	_____	_____
Chamber of Commerce	Fax: 961-9753	
Downtown Development Group	Fax: 962-1441	

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Market at the Square
Date/Time of Event: Sat. June 8 - Aug. 31st 2013 - 8:00am-Noon
Location of Event: Salem between Buxton & Howard
Event Sponsor(s): Market at the Square

OFFICE OF CITY CLERK

MAR 29 2013

INDIANOLA, IOWA

Contact Information:

Organization: Market at the Square
Contact Name: Erin Freeberg & Natalie Metzger
Address: 903 N. Howard St.
Telephone Number: _____
Cell Phone Number: 515-988-2956
Fax Number: _____
Email Address: indianolamarketatthesquare@gmail.com
Today's Date: Monday, March 18th, 2013

Anticipated Attendance: 100 Per Day 100 per day Total

Event Information:

Setup Begins	Date: <u>6/1</u>	Time <u>7:00am</u>	Day of Week <u>Sat.</u>
Event Starts	Date: <u>6/1</u>	Time <u>8:00am</u>	Day of Week <u>Sat.</u>
Event Ends	Date: <u>6/1</u>	Time <u>12:00pm</u>	Day of Week <u>Sat.</u>
Dismantle	Date: <u>6/1</u>	Time <u>1:00pm</u>	Day of Week <u>Sat.</u>

Natalie Metzger
Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:

Market at the Square is to serve as a community gathering place where residents and visitors have convenient access to high quality agriculture & art.

Please describe what streets you are planning to close:

Salem (southside of square) between Buxton & Howard.

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

Please see Emergency Preparedness document

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

Please see Emergency Preparedness document

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

All vendors will be responsible for clean-up of individual stalls after each market. Multiple garbage & recycling containers will be available for customers to dispose of trash during market. Market manager will do a final walk-through of event space to ensure all trash has been picked up & removed.

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

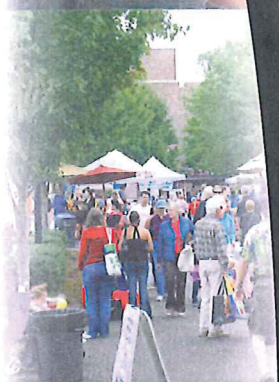
E-Mail: dbowlin@cityofindianola.com

Emergency Preparedness

Emergency Safety/Medical Plan

- Multiple entries and exits allow for easy access for emergency responders and possible evacuations.
- Fire extinguisher is at the market manager's booth.
- Fully stocked first aid kit is at the market manager's booth.
- Fire lane is maintained for emergency responders.
- Market manager is continually scanning the market for potential risks.
- Market manager makes a regular inspection of vendor displays to ensure compliance with food safety regulations.
- Vendors and customers are continually updated on safety hazards, precautions, and regulations.
- Market-owned equipment and facilities are routinely inspected and maintained in proper working order.
- In all cases of emergency market manager will call 911

** Market at the square would like to coordinate an emergency preparedness plan with local authorities to ensure event safety.*

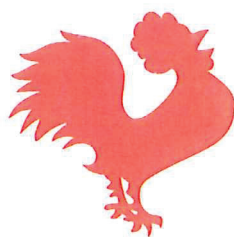


MARKET

AT THE

SQUARE





Market at the Square

indianolamarketatthesquare@gmail.com

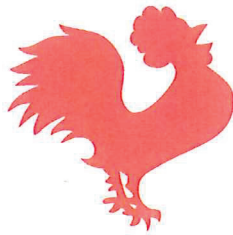
Market Managers:

Erin Freeberg
erin@adorngiftandhome.com

Erin Larsen
larsen.erin.e@gmail.com

Natalie Metzger
metzgerbn@gmail.com

Gina Piper
gina@ddvi.net



Market at the Square

Mission Statement:

The mission of Market at the Square is to serve as a community gathering place where residents and visitors have convenient access to high quality agriculture and art. With a strong focus on sustainability, Market at the Square intends to provide farm fresh, locally grown produce while increasing business opportunities and residential benefits.

Vision:

This market is being created to function as an economic development tool and a community gathering place. The purpose of the market is to promote locally grown/ made products, highlight downtown Indianola and encourage visitors to patronize nearby businesses. It is also hoped that the Market at the Square will foster a sense of community and improve quality of life. The intention is that vendors, customers, downtown business and residents will all benefit from this market.

Keys to a Successful Farmers Market:

1. Meet The Needs of The Local Community

This guide draws on the experiences of many markets and market farmers, from across the U.S., and allows us to speak generally about farmers markets, but only you can determine what is best for your farmers and your community.

2. Offer A Variety of Different Products

Provide consumers with the most choice possible. Fruits and vegetables are good starters, but the more your market can simplify a customer's food shopping by including baked goods, dairy, meat, poultry, fish, the more a customer will spend at the market.

3. Attract A Diversity of Customers

Ensure that products and prices can attract the broadest array of customers, regardless of socioeconomic status. A diverse customer base creates a variety of marketing opportunities for your vendors.

4. Have Many Producers

Create fun, visually attractive spaces that draw customers in. A critical mass of vendors is needed to make a market look worth a customer's time.



MAP

PARKING | STREET CLOSURE



Street Closure

Public Parking

Vendor Parking

Diagonal parking is also available around the West, North, and East sides of the square. Parallel parking is available on all streets coming off the square.



MORE PUBLIC PARKING

MORE PUBLIC PARKING

MORE PUBLIC PARKING

ASHLAND AVE.

MORE PUBLIC PARKING

MORE PUBLIC PARKING

SALEM AVE.

MORE PUBLIC PARKING

B St.

1st St.

BUXTON ST.

HOWARD ST.

PUBLIC PARKING

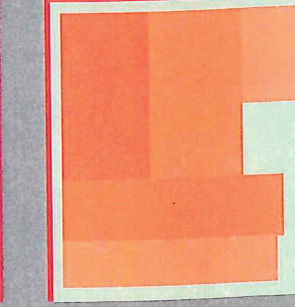
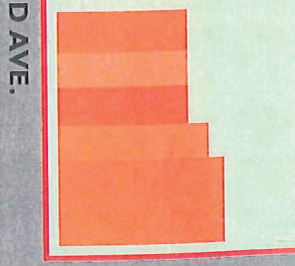
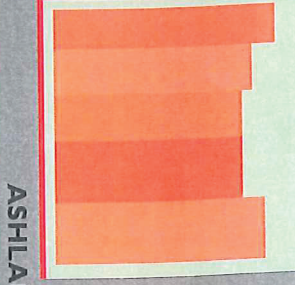
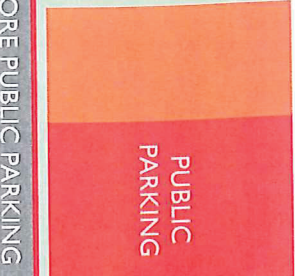
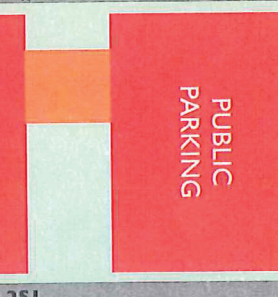
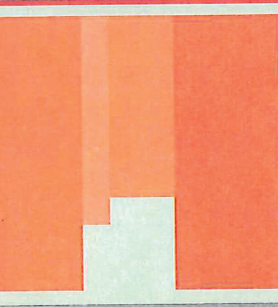
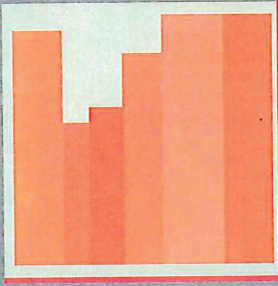
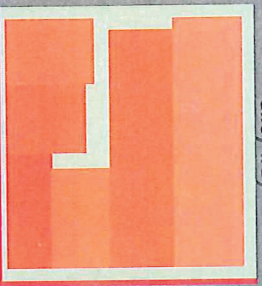
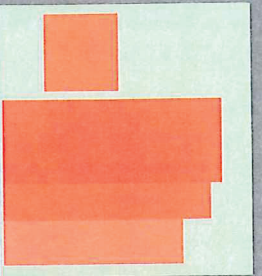
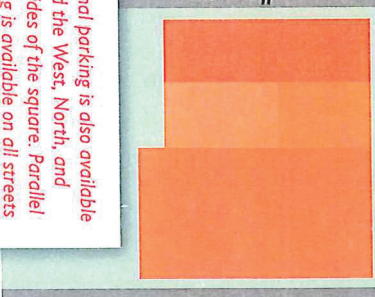
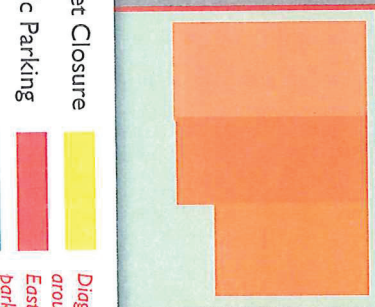
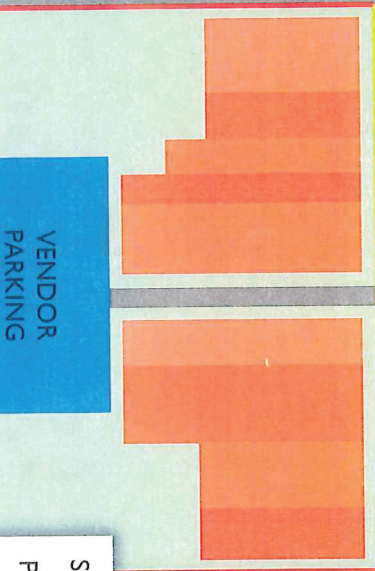
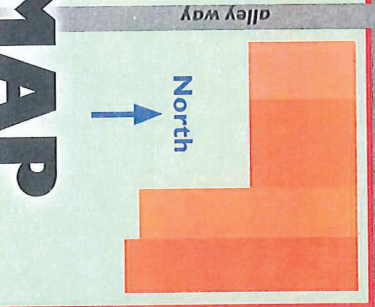
PUBLIC PARKING

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VENDOR PARKING

North

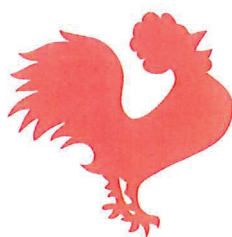
MAP KEY

	Vendor Tent
	Vehicle Vendor (corn, watermelon)
	Live Music
	Barricades
	Portable Restrooms
	Garbage/Recycling



MAP

STREET DIAGRAM



Finances





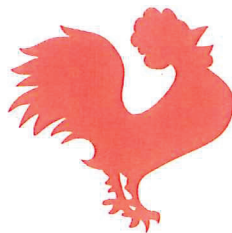
Market at the Square Budget

A. Costs

1. Rental or lease of site
2. Licenses and permits
3. Advertising
4. Event Expenses
 - Trash/recycling collection and removal
 - Temporary public restrooms
 - Payment finance charges (vendor fee payment and merchandise sales)
5. Liability insurance (*if not covered by City of Indianola insurance policy*)
6. Entertainment

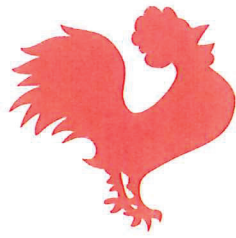
B. Income

1. Stall fees
 - a. Stall fees will be assessed for each vendor selling in the market
2. Merchandise Sales
3. Donations



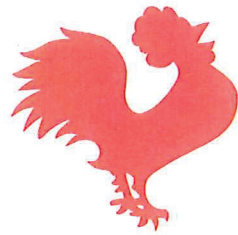
A. Costs	
1. Licenses and permits	100.00
2. Advertising	500.00
3. Merchandise Inventory	750.00
4. Event Expenses	
Trash/recycling collection and removal	1,400.00
Temporary public restrooms	630.00
Payment finance charges (vendor fee payment and merchandise sales)	250.00
5. Liability insurance	1,000.00
6. Entertainment	1,000.00
7. Miscellaneous Expenses	500.00
Total Estimate Cost:	6,130.00
B. Income	
1. Stall fees	
a. Stall fees will be assessed for each vendor selling in the market	5,250.00
2. Merchandise Sales	1,000.00
3. Donations	250.00
Total Estimate Income:	6,500.00
Total Estimated Income:	6,500.00
Total Estimated Cost:	6,130.00
Total Estimated Revenue:	370.00

**Budget estimated on 15 vendors at \$25/week for 14 weeks*



Marketing



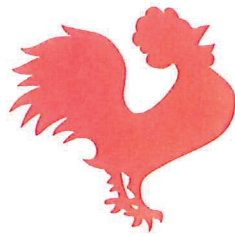


Logo

It is the goal of the Market at the Square Committee to maintain a consistent advertising presentation or "look" that customers and vendors will become familiar with and associate with the high quality agriculture and art that can be found conveniently on the square. The "look" that we have come up with is a very simple, yet graphic, logo that clearly states our name (and location). The rising sun implies morning, while the green rows represent farm fields. And the rooster, which has become a popular farmers market theme, stands front and center in bright red.



Grayscale Version



Marketing and Advertising

While word of mouth may be our best promotion tool, the Market at the Square Committee also plans to use these free or low-cost means of advertising to get the word out:

Facebook:

<https://www.facebook.com/pages/Market-at-the-Square/426479484099321>

Website:

www.MarketattheSquare.com

Newspaper:

The Record Herald and Indianola Tribune
The Leader Xpress

Newsletters:

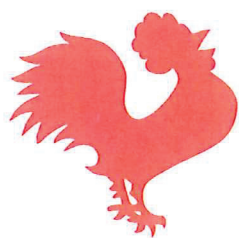
Indianola Schools newsletter/announcements
Indianola Chamber of Commerce e-newsletter
City of Indianola weekly newsletter
The Leader

Signage:

Posters
Vinyl banners
Stake signs

Merchandise:

T-shirts
Canvas bags



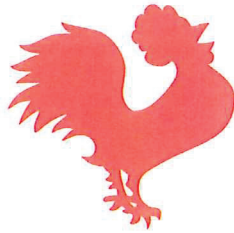
Merchandise



T-Shirt Design



Canvas Bag Design



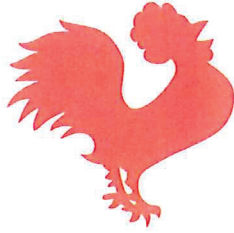
Promotion

Throughout our marketing and promotion of Market at the Square, we will strive to emphasize these key components:

- the location of the farmers market, the square!
- it's a community activity
- the fun social atmosphere of the farmers market
- the produce freshness and quality, as well as the product variety
- shopping at the farmers market keeps dollars in the local economy

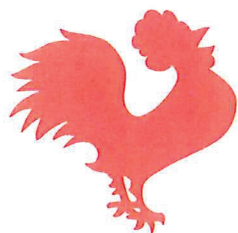
As a way to attract more attention to the Market, and involve community members, the Market at the Square Committee will try to incorporate different promotions each week throughout the Market season, such as:

- theme weekends (ex: farm, fire department, police department, etc.)
- cooking demonstrations
- pie baking contest
- sweet corn roast
- community festival (National Balloon Classic)
- drawing for prizes
- area musicians performing live
- educational exhibits and demonstrations



Vendors





Vendor Recruitment

Customers expect choices when they shop at farmers markets. They want a choice of farmers from whom they can purchase fresh farm products and they also want a choice of products to purchase. They want the widest array of farm products, from luscious red tomatoes and crisp, firm bell peppers to farm- raised beef, chicken, and pork, eggs; maple and honey products; an assortment of locally produced cheeses; local wines and juices; and value-added products like jams and jellies, chili sauce, and salsa. Customers expect to see abundance at a farmers market, an abundance of product, and an abundance of choices. Market at the Square Committee will do everything possible to encourage this diversity. Here is a list of some of the local vendors we would like to recruit for Market at the Square.

2 Saints Winery
ABC Framed Names
adorn
Aevum
All That Glitters by Anne
American Gardens
American Pie & Pastry
B & J's Greenhouse
Barb's Garden & Pantry
Barbie Bracelets
Barefoot Badger Studio
Beaverdale Confections
Bella Creations
Belle's Coffee Shop, LLC
Big Jim's
Bob Kling
BrickHouse
Burlap & Roses
Busy Bee Garden Center
Butcher Creek Produce

Corner Sundry
Edge of the Woods
Engraved
Flying Frog Farms
Gingerich Amish Baskets
Green Acres
Hosta Hideaway
Indianola Flea Market
Indianola Glass Creations
Iron Gallery
J Rene
Jeff Tadsen
Kerry's Flowers
La Vida Loca Winery
Lula Belle Designs
M&D Sales Kettle Korn
McConnell Concessions
Michelle Bell Catering
MishMash
Miss Spenser's Tea Room

Modern Retro Photo Booth
Mudslingers
Old Time Favorites
Outside Scoop
Penick's Sweet Corn
Pick Freedom Intl.
Pop-Pop's Kettle Korn
Portraits by Susannah
Reichert's Dairy Air
Studio 3
Summerset Winery
Taylor's Floral
Templeton Rye Spirits, LLC
The Garden Barn
Tina's Homemade Goodies
Uncommon Grounds
Valentine Food Company
Winn's
YoYo Yogurt

Dear Market Vendors:

The Market at the Square Committee is establishing a farmers market in Indianola for the upcoming summer months. The goal is to promote a market that will positively affect Indianola in concept, but also provide local businesses with additional exposure.

The mission of Market at the Square is to serve as a community gathering place where residents and visitors have convenient access to high quality agriculture and art. With a strong focus on sustainability, Market at the Square intends to provide farm fresh, locally grown produce while increasing business opportunities and residential benefits.

The market will run for 14 weeks. The fee is \$25.00 per market or \$300 for the season. Market at the Square, located on the south side of the Indianola square, will be held on Saturday mornings from 8:00 A.M. to Noon. The season will begin June 1st and run through August 31st.

To become a vendor for Market at the Square, we will need an application form and payment submitted by the Friday prior to the market you wish to attend, if you plan to sign up weekly. If you plan on taking advantage of the Seasonal Special, we will need your application form and payment by Monday, May 20th. Market at the Square application forms and rules can be found on our website: www.marketatthesquare.com.

Your site selection will be based on the order of application submission. Those who submit for the entire season will be able to choose a permanent spot that you will occupy for every market. These selections also will be made in the order that applications are received. Those who register for single dates will be able to choose from those booth locations that remain available, again in order of application submission. This provides customers with a sense of familiarity with our vendors and also sends the message that this market is going to be operating for many years in the future.

A group of area volunteers has a vision for this market, and we are working towards it wholeheartedly. We want to make this market the best in the area, one teeming with vendors and crowded with families who have made it their planned destination. The more vendors, the better, so tell your friends. We want a vibrant, lively market. To show your support and get the word out for Market at the Square you can "like" us on Facebook. We look forward to working with you and making Market at the Square a successful farmers market for the city of Indianola.

Sincerely,

The Market at the Square Committee

Market at the Square Vendor Information Guide 2013

Who owns and manages the Market at the Square (MATS)?

The Market is operated by Market at the Square committee. Community partners and local businesses contribute to the success of the Market by supporting the committee initiatives. Administrative policies, participant rules and regulations are an important component to the success and development of the Market at the Square. Administrative policies are produced and administered by the event committee.

Where is the Market at the Square?

South side of square (Salem Street), Indianola, Iowa

When is the Market at the Square?

Saturdays, June 1 – August 31, 2013. Open to the public 8 A.M. – Noon.

Time: Vendor set-up 7:00 A.M. – 7:45 A.M.; Vendor tear-down 12:15 P.M. – 1:00 P.M.

How do I become a Vendor?

All participants/vendors are required to submit an application. Applicants are reviewed annually and considered based on product, as well as previous commitment, attendance, and conduct. Applications for the 2013 Market season are anticipated to be available by mid-April 2013.

What Product is MATS seeking?

It's important to know that the Market is seeking locally produced products that are unique. MATS is seeking creative and small independent businesses. The products selected will offer variety and uniqueness. We put a premium on products that are produced in Iowa and sold directly by the producer/grower; however this does not guarantee acceptance. Duplicate products in categories that are limited will likely not be considered for the Market.

How are Vendors/Products selected?

The Market at the Square reserves the right to approve, refuse, and limit products to be sold at the Market. While exclusivity does not exist, a limited number of vendors will be approved to sell certain products. Applicants are reviewed based on the entire range of products applied to sell at the Market. Vendors are not allowed to add or change product after the application process is complete or at all during season.

What type of Product will not be considered for the 2013 Market at the Square?

Products that will not be considered or reviewed in the 2013 Applicant Program include:
Mass produced and/or manufactured food product (i.e. jam, salsa, barbecue sauce, etc.); catalog companies; franchise or chain companies; direct selling businesses, imported items such as clothing, jewelry, trinkets, crafts, home décor, etc.; duplicate or inappropriate prepared food offerings. Synthetic or silk flowers and plants.

What is an Occasional Vendor?

An Occasional Vendor is:

- a.) a grower wishing to sell seasonal Iowa raised product and does not have the capacity or amount of product to serve the Market from 8 A.M. – Noon during the entire Market season.
- b.) a vendor who does not sell exclusively Iowa raised product grown by vendor such as (crafts, packaged food, clothing, jewelry, etc).

After an Occasional Vendor has been accepted, information regarding scheduled dates for the season will be available from a Market Manager.

What is a Full Season Vendor?

Full Season Vendor status is a grower, food vendor or artist that has committed to selling their goods for the full Market season.

How much space do vendors lease?

Vendors are leased one stall. A stall is approximately 10'x10'. Vendors are required to show product and sell toward street, (toward "front" of stall).

Market at the Square Vendor Information Guide 2013

How much is the fee to participate?

An Occasional Vendor pays \$25 per day/per market stall. A Full Season Vendor fee is based on assigned stall but ranges between \$25 and \$50 per day/per market stall.

How is the fee invoiced and paid?

All vendors are required to be paid in full each week (check or cash payment) prior to selling at the Market.

Cancellation or no show date fees are not refunded or waived.

Is there access to electricity at the Market?

If a vendor requires electricity at the MATS they are required to request approval. Generators may be approved under certain circumstances. All generators must meet MATS guidelines AND be approved by Market management in advance. If approved, vendor provides generator, extension cord, and cover for the part of the cord that lies in walkways and all areas utilized by public. Generators must be quiet to respect Market vendors, customers and residents. Generators causing disruption or complaints will not be permitted.

What are the requirements for General Commercial Liability Insurance?

Each accepted vendor, in all product categories, is required to furnish proof of insurance before Market acceptance. Applicants do not need to show proof of a policy upon submitting application but will be required to provide a certificate of insurance prior to final acceptance. Vendor agrees to purchase and provide Certificate of General Commercial Liability insurance with \$1,000,000 limits and name Market at the Square as Additional Insured and Certificate Holder. Certificate must be on file with Market at the Square prior to vending at the market. Applicants can submit Certificate of General Commercial Liability Insurance to: indianolamarketatthesquare@gmail.com.

What kind of licenses/permits do I need?

Each applicant/accepted vendor is required to furnish several documents upon MATS acceptance; the completed vendor application, certificate of insurance, and the necessary licenses and permits. Listed are general permits and requirements. Other requirements may apply, it is the responsibility of the vendor to know and comply with all requirements, www.fda.gov.

Sales Tax: Vendors are required to comply with Iowa Sales Tax law. It is the responsibility of every vendor to know if they are required to collect and remit Iowa Sales Tax based on the product they sell. Questions/concerns regarding Iowa Sales Tax obligations should be directed to: Annette Collins; Iowa Department of Revenue, 515-725-0202.

Food Safety: Vendors are required to comply with State Public Health regulations governing the preparation, handling and presentation of food. It is the responsibility of every food handling vendor to know if they are required to obtain specific food handling licensing. Contact Food and Consumer Safety; 515-281-6538; Iowa Department of Inspections and Appeals with questions. Generally, vendors that plan to cut, pierce, cold hold, hot hold, can, or preserve any edible product will be required to purchase the seasonal permit.

Fire Extinguishers: Food vendors using gas or other fuel sources for cooking are required to have on site, in their stall, a portable fire extinguisher, with a Extinguisher Service Tag affixed. These service tags may be obtained from most fire extinguisher companies in the Des Moines Metro area. Contact Des Moines Fire Department Prevention Bureau at 515-283-4240 for additional information.

Additional Permits and Opportunities:

Wireless EBT project (USDA food stamp program). Contact Iowa Department of Human Services, EBT Wireless Project (Electronic Benefits Transfer), (515-281-4935; Tpenick@DHS.state.ia.us). FMNP, Farmers Market Nutrition Program (WIC and Senior Checks program). Contact Paul Ovrom, Horticulture Bureau, IDALS, 515-242-6239; paul.ovrom@iowaagriculture.gov, www.agriculture.state.ia.us/horticulture.htm.

When will Applicants be notified?

Accepted applicants will be notified of acceptance via email by early May.

Market at the Square Vendor Information Guide 2013

How are Non-Profits able to participate?

If your organization would like to apply to participate as a Saturday Spotlight, please email indianolamarketatthesquare@gmail.com with your request. Applicants must be a local non-profit 501(C)(6) or charitable 501(c)(3) or political organization with the purpose of showcasing and promoting their specific organization or event, sales are not permitted. Space is limited and participants are accepted on a first-apply-first-scheduled basis.

How are Corporations and Businesses able to participate?

Market at the Square does NOT accept applications from Corporations/Businesses such as banks, realtors, insurance, cell phone, or other service provider businesses. If a Corporation/Business is interested in being involved with the Market at the Square as a Corporate Sponsor, please contact us at indianolamarketatthesquare@gmail.com.

Market at the Square Product Categories 2013

Farmer/Producer 100% Grower (Includes Greenhouses and Nurseries)

Defined as a vendor who is responsible for both planting and harvesting the produce or raising and harvesting the product regardless whether or not they own the property. The grower is responsible for the product from beginning to end or "seed to table." In this category MATS is seeking organically raised, chemical free, and producers using sustainable growing techniques. Products include but not limited to:

- Vegetables and fruits, raised by vendor
- Flowers fresh and dried from your fresh cut flowers
- Herbs fresh and dried, raised by vendor
- Honey, grains and nuts raised by vendor
- Meat and eggs from livestock raised by vendor
- Bedding plants, house plants, seedlings and saplings raised by the vendor

Farmer with Iowa Grown Supplement/Carrying

Carrying is described as a grower who, in addition to his/her crop sells produce or plants bought from another Iowa grower. This includes produce/plants purchased from a known source such as a friend or neighbor, not from a local co-op, auction, or wholesaler.

Wholesale/Resale and Imported Goods

Defined as a vendor whose produce/nursery/food/art/craft/clothing etc. item is purchased from co-op, auction, or wholesaler and similar entities then resold. A vendor in this category is not growing or producing this specific product. Their products have been purchased or consigned for the purpose of resale without the investment of production labor by the vendor.

Products in this category include:

Vegetables/Fruits/Meats/Cheese/Plants and Flowers/Specialty Food Item purchased wholesale or at retail and resold, imported/wholesale art, craft, clothing, food, and other products.

Artist/Crafter Vendor

Defined as a vendor whose product is handcrafted, personally designed and created by the vendor. The handcrafted component must dominate the commercial component. The commercial component must be transformed in a way that makes the work original and unique. Items included in this category include; crafts, artwork, inedible such as herbal products, personal care and beauty products.

Items not allowed for sale in this category include: 1. Anything not made or altered by the vendor; 2. Anything the vendor is selling on consignment or have purchased wholesale; 3. Anything commercially produced, assembled from commercial parts, plans and kits.

Market at the Square Product Categories 2013

Processed Value-Added Farm Products

Are considered farm products made from raw ingredients, a majority of which are *grown and produced* by the farmer/vendor in the region. Products include all farm products that must in some way be *produced AND processed* by the farmer/vendor. Products include:

- Cheeses and dairy
- Meats
- Dried fruits, fruit juices
- Jellies/jams
- Wineries
- Salsa
- Other processed agricultural food products

Processed Value-Added Products

Some processed farm products are not processed by the vendor but are processed products which the vendor made from raw ingredients purchased from a local farmer which have been cooked, canned dried, baked, preserved or otherwise treated. The MATS recognizes the distinction between processed farm products made/grown by the farmer and those that are purchased then processed. This includes:

- Dried fruits and vegetables
- Cheeses
- Baked goods
- Jellies/jams
- Wineries

Processed Non-Food Value-Added Agricultural Products

Consist of agricultural by-products of products which the vendor has grown/produced that are not edible, have been altered for their raw state, and are handcrafted or processed at the farm by the vendor. These products must be handcrafted or processed at the farm by the vendor and could include:

- Beeswax product made from bee hives the vendor produces
- Milk soap or lotions made from milk the vendor produces
- Items not included: Items containing a majority of product not grown on vendor's farm

Prepared Food

Prepared Food is: ready-to-eat food such as take-away meals and includes all prepared ready-to-eat foods, drinks, and snacks. Food that is freshly made or prepped in certified kitchen and available for immediate consumption on market site. For example: BBQ, eggrolls, breakfast burritos, sandwiches, wraps, smoothies, kettle corn, all novelty/concession food products including hot dogs; funnel cakes, shaved ice etc.

NOTE priority will be given to applicants whose business is locally owned in the state of Iowa and who use products from participating farms, process the products themselves, and who highlight regional produce and seasonal ingredients.

Market at the Square Rules

- Market will be held Saturday mornings, 8:00 A.M. – Noon, during the months of June, July and August
- Vendors will fill the South side of the square between Buxton and Howard street and occupy their assigned stall.
- When you attend our markets, you must follow all city, county, state and federal laws. All government regulations take precedence over our farmers markets. For example, you must not block a handicapped cutout in the sidewalk or interfere with fire codes while at the Market.
- Each producers stand must have all current certificates, permits, licenses and other required paperwork. This includes the sellers permit as well.
- All farmers and vendors must carry the appropriate insurance. See insurance guidelines.
- Each Producers location must have, prominently displayed; their farm/business name and all products must be clearly marked as to price so as to be easily read by consumers.
- It is your responsibility and obligation to comply with the rules and regulations of the Dept. of Agriculture, the Dept. of Health and the Fire Dept. and other government Agencies (city, county, state, and federal) having jurisdiction over the Market at the Square, and the farmer/vendor.
- Complaints which are received by the market management about any vendor may be grounds to remove that vendor from the market.
- Each market has a designated Market Manager. Farmers and vendors agree to follow the Market Manager's instructions while participating in the market.
- Sellers are required to clean up their own customer space and must haul any trash away with them at closing time. All food must be kept a minimum of six inches off the ground, be handled in a healthful manner and comply with all health department regulations.
- All farmers and vendors who offer free samples to customers, must comply with the health department regulations.
- Each farmers market has designated hours of operation (8:00 A.M. – Noon) and farmers who participate must arrive early (7:00 A.M. – 7:45 A.M.) to set up in time for the opening of the market and must not leave prior to market close.
- Stall rental must be paid in full prior to market each week.
- Vendors must inform the Market Manager before market day if they are unable to attend. In case of emergencies or last minute problems, you must call the manager on his or her cell phone number. Failure to comply may result in cancellation of further reservations or changing of the location.
- A vendor may not change location without the Market Manager's approval.
- Vendors must maintain their selling space, including tables, overhead shade, and vehicle (if allowed) in a clean and safe manner. Their area must be left in the exact same condition or better than when they started. This means you must sweep and completely clean your area of all trash, toothpicks, samples, flower petals, leaves and debris that may be left over in and around the booth space.

ACKNOWLEDGED AND AGREED:

Signature

Company or Farm Name, please print

Compliance and Indemnity Agreement

I (we) the undersigned, have read the Rules and Guidelines of the Market at the Square and do agree to abide by all rules and regulations.

I (we) further agree to operate my (our) stall in accordance with these rules and regulations and to pay all applicable fees as set out in the rules and guidelines. I (we) do understand that the stall fee, length of season, and hours of operation are set in the rules and guidelines, and I (we) will abide by them.

I (we) further understand that failure to comply with the rules and guidelines of Market at the Square could mean dismissal from the market.

As a vendor, wishing to participate in Market at the Square, I (we) agree to SAVE, HOLD HARMLESS and INDEMNIFY Market at the Square, its sponsoring agency, members, and employees from any and all liability or responsibility pertaining to any damages to person or property on the site assigned to me (us) by Market at the Square, when such damages or liability arise out of acts on my (our) own, or of my (our) employees or associates, located as such site.

I (we) verify that all information I (we) have provided about my farm and products for sale is true and accurate. .

I (we) understand that the Market at the Square operates on limited funds. I (we) also acknowledge that Market at the Square beneficial purpose will be impossible to pursue if it is subjected to costly litigation. Wherefore I (we) hereby agree that as a condition of my participation in Market at the Square, I (we) will resort to litigation against Market at the Square, its officers, management, and affiliated entities, only after attempting in good faith to resolve the dispute. I (we) to limit any claim I (we) may have as a result of a decision by Market at the Square management or Board of Directors which results in the denial of a market acceptance, the denial of a product to sell, or wrongful suspension or termination from Market at the Square, to a return of market fees incurred during my (our) absence from the market. I (we) further agree that in the event I (we) am unsuccessful in my (our) litigation against Market at the Square, I (we) will pay all costs, expenses, fees, and disbursements incurred by Market at the Square in the course of its defense of said litigation, and I (we) will also pay the Market at the Square a reasonable attorney's fees.

Vendor name, please print

Signature

Date

Vendor name, please print

Signature

Date

Date: 3/28/13

Noise Permit Application

For Market At The Square

Event Date: June 8 - August 31, 2013 (8:00 a.m. - Noon-Every Saturday)

Staff Recommendation

Attached is an noise permit application. Please review; add any comments you feel are necessary, such as concerns or other items to be considered regarding the request. Initial and date under either approval or disapproval.

Police Department – Ron Hamell

Approve

RBH
03-28-13

Disapprove

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Market at the Square
Date/Time of Event: Sat June 8th - Aug 31st, 2013 Sam-noon
Location of Event: Galeum between Buxton & Howard
Event Sponsor(s): Market at the Square

OFFICE OF CITY CLERK
MAR 29 2013
INDIANOLA, IOWA

Contact Information:

Organization: Market at the Square
Contact Name: Erin Freeberg & Natalie Metzger
Address: 903 N. Howard
Telephone Number: (515) 988-2956
Cell Phone Number: _____
Fax Number: _____
Email Address: indianolamarketatthesquare@gmail.com
Today's Date: Wednesday, March 20, 2013

Anticipated Attendance: 100 Per Day _____ Total

Event Information:

Event Starts	Date: <u>6/1</u>	Time: <u>9am</u>	Day of Week: <u>Sat</u>
Event Ends	Date: <u>6/1</u>	Time: <u>12pm</u>	Day of Week: <u>Sat</u>

Previous Event Information

Date of Event: _____ Time of Event: _____

Please provide a map showing the event location and location of band/music, please specify: _____ Band _____ DJ ☒ Other (please specify)

Golo acts - acoustic guitar
small groups (1-17 people)

RETURN NOISE APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Information

Subject

Claims on the computer printout for April 1, 2013

Information

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
BERRY, RICHARD D	001-6500-65990	WINTERSET LANDFILL MTG	03/20/2013	28.25
BURGIN, CHARLES	001-1700-63730	CELL PHONE	03/12/2013	25.00
BURGIN, CHARLES	001-1700-65990	LUNCH	03/25/2013	6.73
BURGIN, CHARLES	001-1700-62700	MILEAGE	03/25/2013	95.49
CITY OF INDIANOLA - UTILITY	001-6500-63710	UTILITIES	03/27/2013	1,930.45
CITY OF INDIANOLA - UTILITY	001-2300-63710	UTILITIES	03/27/2013	11,523.55
INDOFF INCORPORATED	001-6500-65070	SUPPLIES	03/19/2013	24.58
INFOMAX OFFICE SYSTEMS IN	001-1700-64900	PRINTER/COPIER CHARGES	02/20/2013	172.24
INFOMAX OFFICE SYSTEMS IN	001-1700-63410	COPIER CONTRACT	03/27/2013	76.06
INFOMAX OFFICE SYSTEMS IN	001-6200-63400	COPIER CONTRACT	03/27/2013	336.92
INFOMAX OFFICE SYSTEMS IN	001-6210-63400	COPIER CONTRACT	03/27/2013	2.73
KOSMAN, MISTI L.	001-6500-64090	2ND HALF OF MARCH 2013	03/26/2013	2,166.67
MID AMERICAN ENERGY CO.	001-6500-63710	05931-25003 N HWY 65/69 ENT	03/18/2013	21.29
O'REILLY AUTO PARTS	001-1700-65050	WIPER FLUID	03/22/2013	2.29
PURCHASE POWER	001-6500-65080	POSTAGE	03/26/2013	3,000.00
RECORD-HERALD & INDIANOL	001-2900-64020	BRUSH FACILITY	03/18/2013	220.00
RECORD-HERALD & INDIANOL	001-6500-64020	GARDEN SPACE FOR LEASE	03/18/2013	171.00
SHULL, DOUG	001-6500-64990	TREASURER CONTRACT	03/26/2013	83.33
VEENSTRA & KIMM	001-1700-64070	SIMPSON COWLES CENTER - S	03/22/2013	140.00
Total GENERAL FUND:				20,026.58
POLICE FUND				
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS	03/21/2013	165.97
IACP NET	011-1100-64990	IACP CONTRACT/DUES	03/15/2013	600.00
ILLOWA COMMUNICATIONS	011-1111-63415	RADIO REPAIR	03/15/2013	94.25
KIYA KODA HUMANE SOCIETY	011-1100-64137	HUMANE SOCIETY CONTRACT	03/26/2013	2,412.74
RECORD-HERALD & INDIANOL	011-1100-64020	POLICE AD	03/18/2013	96.00
Total POLICE FUND:				3,368.96
FIRE FUND				
ADAMS DOOR COMPANY INC.	015-1500-63100	OVERHEAD DOOR REPAIR	03/15/2013	252.00
CITY OF INDIANOLA - UTILITY	015-1500-63710	UTILITIES	03/27/2013	200.00
CITY OF INDIANOLA - UTILITY	015-1500-63710	UTILITIES - PD/FIRE BLDG	03/27/2013	36.67
HYDRAQUIP	015-1500-63410	JACK REPAIR	03/20/2013	130.00
INFOMAX OFFICE SYSTEMS IN	015-1500-64990	COPIER CONTRACT	03/27/2013	50.51
Total FIRE FUND:				669.18
AMBULANCE FUND				
BLUE CROSS BLUE SHIELD-IO	016-1600-66990	OVERPAYMENT	03/27/2013	234.00
FICMREPAIR.COM	016-1600-65050	VEHICLE OPS	03/06/2013	209.67
HEROLD, VICKI	016-1600-62700	MILEAGE & TAXI	03/22/2013	59.66
HEROLD, VICKI	016-1600-62300	AIRFARE/BAGGAGE/FOOD	03/22/2013	505.40
INFOMAX OFFICE SYSTEMS IN	016-1600-63400	COPIER CONTRACT	03/27/2013	3.97
JANECEK, DEB	016-1600-66990	REFUND - OVERPAYMENT	03/18/2013	126.10
Total AMBULANCE FUND:				1,138.80
LIBRARY FUND				
INFOMAX OFFICE SYSTEMS IN	041-4100-63400	COPIER CONTRACT	03/27/2013	1.40
Total LIBRARY FUND:				1.40
PARK & RECREATION FUND				
AMOS, TONYA	042-4455-66990	REFUND	03/25/2013	26.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
BROWN, KRISTA	042-4405-66990	REFUND BUXTON ROOM	03/26/2013	100.00
CITY OF INDIANOLA - UTILITY	042-4445-63710	UTILITIES - PICKARD ADULT S	02/11/2013	20.00
FAREWAY STORE	042-4490-65070	EVENT PRIZES (EGG HUNT)	03/25/2013	43.48
FASTENAL	042-4350-65070	BOLTS	03/19/2013	2.80
GEE WILLIE ENTERTAINMENT	042-4460-64990	DEPOSIT - CLIMBING WALL	03/26/2013	500.00
GODFATHER'S PIZZA	042-4490-65070	EVENT PRIZES (EGG HUNT)	03/18/2013	63.56
MC COY HARDWARE INC	042-4320-65070	PAINT	03/18/2013	11.31
MC COY HARDWARE INC	042-4320-65070	PAINT	03/19/2013	1.78
MC COY HARDWARE INC	042-4330-65070	FOUNTAIN PARTS	03/20/2013	22.44
MC COY HARDWARE INC	042-4340-65070	FLAG TAPE	03/21/2013	2.24
MC COY HARDWARE INC	042-4350-65070	PLUMB PARTS	03/21/2013	11.12
MC COY HARDWARE INC	042-4345-65070	THERMOSTAT	03/22/2013	41.39
MC COY HARDWARE INC	042-4300-65070	RUBBER BUMPERS	03/22/2013	2.51
MC COY HARDWARE INC	042-4345-65070	POISON	03/25/2013	3.56
MC COY HARDWARE INC	042-4350-65070	PLUMB PARTS	03/25/2013	2.47
MC COY HARDWARE INC	042-4350-65070	PLUMB PARTS	03/25/2013	2.35-
PETTY CASH-RECREATION	042-4490-65070	EVENT PRIZES (EGG HUNT)	03/18/2013	32.00
R & R EQUIPMENT	042-4495-63410	SOFTBALL EQUIPMENT PARTS	03/18/2013	147.10
RECORD-HERALD & INDIANOL	042-4499-64020	P&R - FIELD MAINT	03/18/2013	48.00
RECORD-HERALD & INDIANOL	042-4400-64020	P&R - REC COORDIN	03/18/2013	220.00
RECORD-HERALD & INDIANOL	042-4435-64020	TKD	03/18/2013	47.50
RECORD-HERALD & INDIANOL	042-4490-64020	SS REC POSITIONS	03/18/2013	64.00
RECORD-HERALD & INDIANOL	042-4200-64020	BUXTON ROOM	03/18/2013	100.00
RECORD-HERALD & INDIANOL	042-4495-64020	YOUTH SOFTBALL	03/18/2013	47.50
SIMPSON COLLEGE	042-4435-64152	POOL RENT-FEB 2013	03/14/2013	161.00
SIMPSON COLLEGE	042-4300-65079	FACILITY RENTAL - THINK SPRI	03/18/2013	450.00
THEISEN'S	042-4330-65070	TUBING	03/19/2013	5.68
U.S. CELLULAR	042-4370-63730	CELL PHONE-1	03/12/2013	26.93
U.S. CELLULAR	042-4400-63730	CELL PHONE-1	03/12/2013	26.93
U.S. CELLULAR	042-4400-63730	TEXT MESSAGING - JUSTIN	03/12/2013	9.95
U.S. CELLULAR	042-4200-63730	CELL PHONE - 1	03/12/2013	26.93
WAL-MART STORES INC.	042-4490-65070	EVENT PRIZES (EGG HUNT)	03/20/2013	19.60
WAL-MART STORES INC.	042-4490-65070	EVENT PRIZES (EGG HUNT)	03/18/2013	187.20
WAL-MART STORES INC.	042-4490-65070	EVENT PRIZES (EGG HUNT)	03/11/2013	146.48
WIEGERT DISPOSAL CO.	042-4370-64090	DUMPSTER - PARKS SHOP (MA	03/22/2013	50.00
Total PARK & RECREATION FUND:				2,669.11
POOL (MEMORIAL) FUND				
RECORD-HERALD & INDIANOL	045-4500-64020	P&R - AQUATIC	03/18/2013	58.00
Total POOL (MEMORIAL) FUND:				58.00
ROAD USE TAX FUND				
BROWN SUPPLY CO. INC.	110-2500-63320	TIRE CHAINS	03/19/2013	3,739.00
BRUENING ROCK PRODUCTS	110-2100-65073	ROAD STONE	03/18/2013	4,656.41
CITY OF INDIANOLA - UTILITY	110-2100-63710	UTILITIES	03/27/2013	422.48
CR SERVICES	110-2100-65500	HARD HATS/SAFETY SHIRTS	03/26/2013	314.91
DIAMOND TEC	110-2100-65072	CONCRETE DIAMOND BLADES	03/15/2013	2,044.00
FASTENAL	110-2100-63320	BOLTS	03/21/2013	4.76
FASTENAL	110-2100-65076	GRINDING DISC	03/22/2013	2.46
FASTENAL	110-2100-63320	BOLTS	03/26/2013	2.94
HALLETT MATERIALS	110-2500-65070	SKID SAND	03/16/2013	382.10
HALLETT MATERIALS	110-2500-65070	SKID SAND	03/16/2013	358.81
INFOMAX OFFICE SYSTEMS IN	110-2100-63400	COPIER CONTRACT	03/27/2013	.45
LACAL EQUIPMENT INC.	110-2100-65072	SWEEPER PARTS	03/20/2013	431.01
LOGAN CONTRACTORS SUPPL	110-2100-65073	RE-ROD DOWELS	03/26/2013	885.00
MARTIN MARIETTA MATERIALS	110-2100-65073	ROAD STONE	03/18/2013	558.59

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
MID AMERICAN ENERGY CO.	110-2100-63710	04381-08008 HWY 92 W FLASHI	03/18/2013	9.17
NAPA AUTO PARTS	110-2100-63320	HYD FITTING	03/25/2013	13.16
O'REILLY AUTO PARTS	110-2100-63320	FILTERS	03/19/2013	110.71
O'REILLY AUTO PARTS	110-2100-63320	HUB CAP	03/22/2013	21.17
O'REILLY AUTO PARTS	110-2100-63320	BED LINER	03/22/2013	89.99
O'REILLY AUTO PARTS	110-2100-65076	GREASE GUN	03/22/2013	19.99
O'REILLY AUTO PARTS	110-2100-65076	JACK STANDS	03/22/2013	34.99
RECORD-HERALD & INDIANOL	110-2100-64020	STREET - SEASONAL	03/18/2013	176.00
RECORD-HERALD & INDIANOL	110-2100-64020	STREET - SWEEPER	03/18/2013	220.00
U.S. CELLULAR	110-2100-63730	CELL PHONE-3	03/12/2013	80.77
Total ROAD USE TAX FUND:				14,578.87
PARK & REC SPECIAL REV FUND				
MAY, JONATHAN	142-4650-64990	EVENT DEPOSIT - GET AMP'D K	03/22/2013	150.00
Total PARK & REC SPECIAL REV FUND:				150.00
CAPITAL PROJECTS FUND				
TEAM SERVICES INC	301-8000-64990	CONST TESTING SERVICES - Y	03/11/2013	1,203.16
Total CAPITAL PROJECTS FUND:				1,203.16
CP--CAF FUND				
CITY OF INDIANOLA - UTILITY	344-4400-67805	UTILITIES	03/27/2013	41.68
Total CP--CAF FUND:				41.68
SEWER FUND				
CANON FINANCIAL SERVICES I	610-8300-64990	COPIER	03/13/2013	118.33
CITY OF INDIANOLA - UTILITY	610-8350-63710	UTILITIES	03/27/2013	12,336.35
CITY OF INDIANOLA - UTILITY	610-8325-63710	UTILITIES	03/27/2013	3,275.37
COMBUSTION CONTROL CO.	610-8350-65072	RAIN CAP FOR BOILER	02/22/2013	203.50
ELECTRIC MOTORS CORP.	610-8350-63410	REBUILD MOTOR PRIM SCUM	03/15/2013	1,078.97
ENVIRONMENTAL RESOURCE	610-8350-65012	LAB SUPPLIES	03/18/2013	644.02
ITRON INC.	610-8300-64990	QUARTERLY SUPPORT (04/01/1	03/12/2013	493.92
MC COY HARDWARE INC	610-8350-63100	FAUCET FOR BATHROOM	03/26/2013	38.69
METTLER TOLEDO INC.	610-8350-64200	CALIBRATE SCALES	03/11/2013	359.00
MID AMERICAN ENERGY CO.	610-8325-63710	07741-18004 65/69 LIFT (1,103 K	03/18/2013	82.82
MID AMERICAN ENERGY CO.	610-8325-63710	09750-87035 WESLEY LIFT (621	03/18/2013	51.00
MIDWEST OFFICE TECH	610-8300-64990	COPIES	03/25/2013	46.47
MORSE EQUIPMENT COMPANY	610-8350-63710	AERATION EQUIP REPAIR	03/20/2013	1,123.00
NOBLE FORD-MERCURY	610-8300-63320	OIL CHANGE DAN'S TRUCK	03/19/2013	37.26
O'REILLY AUTO PARTS	610-8300-63320	OIL FILTERS	03/25/2013	14.92
T.R.M. DISPOSAL LLC	610-8350-64990	TRASH - NORTH PLANT (APRIL	03/25/2013	96.00
T.R.M. DISPOSAL LLC	610-8325-64990	TRASH - SOUTH PLANT (APRIL	03/25/2013	49.00
U.S. CELLULAR	610-8300-63730	CELL PHONE - 2	03/12/2013	53.85
U.S. CELLULAR	610-8300-63730	CELL PHONE - 1	03/16/2013	38.80
WAL-MART STORES INC.	610-8350-65060	MISC SUPPLIES	03/19/2013	42.58
Total SEWER FUND:				20,183.85
HRA FUND				
HAMELL, RON	830-1100-61525	VISION EXPENSE	03/22/2013	231.92
HAWKINS, ROB	830-1100-61525	WELLNESS OCT 12 - MARCH 13	03/27/2013	150.00
Total HRA FUND:				381.92

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
CITY LIAB INS RESERVE FUND				
ABRA IA NORWALK	850-2100-64089	VEHICLE REPAIR	03/20/2013	1,009.32
Total CITY LIAB INS RESERVE FUND:				1,009.32
Grand Totals:				65,480.83

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ABRA IA NORWALK				
ABRA IA NORWALK	VEHICLE REPAIR	03/20/2013	1,009.32	CITY LIAB INS RES
Total ABRA IA NORWALK:			1,009.32	
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	OVERHEAD DOOR REPAIR	03/15/2013	252.00	FIRE FUND
Total ADAMS DOOR COMPANY INC.:			252.00	
AMOS, TONYA				
AMOS, TONYA	REFUND	03/25/2013	26.00	PARK & RECREATI
Total AMOS, TONYA:			26.00	
BERRY, RICHARD D				
BERRY, RICHARD D	WINTERSET LANDFILL MTG	03/20/2013	28.25	GENERAL FUND
Total BERRY, RICHARD D:			28.25	
BLUE CROSS BLUE SHIELD-IOWA				
BLUE CROSS BLUE SHIELD-IO	OVERPAYMENT	03/27/2013	234.00	AMBULANCE FUN
Total BLUE CROSS BLUE SHIELD-IOWA:			234.00	
BROWN SUPPLY CO. INC.				
BROWN SUPPLY CO. INC.	TIRE CHAINS	03/19/2013	3,739.00	ROAD USE TAX FU
Total BROWN SUPPLY CO. INC.:			3,739.00	
BROWN, KRISTA				
BROWN, KRISTA	REFUND BUXTON ROOM	03/26/2013	100.00	PARK & RECREATI
Total BROWN, KRISTA:			100.00	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	03/18/2013	4,656.41	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			4,656.41	
BURGIN, CHARLES				
BURGIN, CHARLES	CELL PHONE	03/12/2013	25.00	GENERAL FUND
BURGIN, CHARLES	LUNCH	03/25/2013	6.73	GENERAL FUND
BURGIN, CHARLES	MILEAGE	03/25/2013	95.49	GENERAL FUND
Total BURGIN, CHARLES:			127.22	
CANON FINANCIAL SERVICES INC.				
CANON FINANCIAL SERVICES I	COPIER	03/13/2013	118.33	SEWER FUND
Total CANON FINANCIAL SERVICES INC.:			118.33	
CARPENTER UNIFORM CO				
CARPENTER UNIFORM CO	UNIFORMS	03/21/2013	165.97	POLICE FUND
Total CARPENTER UNIFORM CO:			165.97	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	41.68	CP--CAF FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	1,930.45	GENERAL FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	200.00	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	11,523.55	GENERAL FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	12,336.35	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	3,275.37	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	03/27/2013	422.48	ROAD USE TAX FU
CITY OF INDIANOLA - UTILITY	UTILITIES - PD/FIRE BLDG	03/27/2013	36.67	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - PICKARD ADULT SOFTBALL	02/11/2013	20.00	PARK & RECREATI
Total CITY OF INDIANOLA - UTILITY:			29,786.55	
COMBUSTION CONTROL CO.				
COMBUSTION CONTROL CO.	RAIN CAP FOR BOILER	02/22/2013	203.50	SEWER FUND
Total COMBUSTION CONTROL CO.:			203.50	
CR SERVICES				
CR SERVICES	HARD HATS/SAFETY SHIRTS	03/26/2013	314.91	ROAD USE TAX FU
Total CR SERVICES:			314.91	
DIAMOND TEC				
DIAMOND TEC	CONCRETE DIAMOND BLADES	03/15/2013	2,044.00	ROAD USE TAX FU
Total DIAMOND TEC:			2,044.00	
ELECTRIC MOTORS CORP.				
ELECTRIC MOTORS CORP.	REBUILD MOTOR PRIM SCUM PUMP	03/15/2013	1,078.97	SEWER FUND
Total ELECTRIC MOTORS CORP.:			1,078.97	
ENVIRONMENTAL RESOURCE ASSOCIATES				
ENVIRONMENTAL RESOURCE	LAB SUPPLIES	03/18/2013	644.02	SEWER FUND
Total ENVIRONMENTAL RESOURCE ASSOCIATES:			644.02	
FAREWAY STORE				
FAREWAY STORE	EVENT PRIZES (EGG HUNT)	03/25/2013	43.48	PARK & RECREATI
Total FAREWAY STORE:			43.48	
FASTENAL				
FASTENAL	BOLTS	03/19/2013	2.80	PARK & RECREATI
FASTENAL	BOLTS	03/21/2013	4.76	ROAD USE TAX FU
FASTENAL	GRINDING DISC	03/22/2013	2.46	ROAD USE TAX FU
FASTENAL	BOLTS	03/26/2013	2.94	ROAD USE TAX FU
Total FASTENAL:			12.96	
FICMREPAIR.COM				
FICMREPAIR.COM	VEHICLE OPS	03/06/2013	209.67	AMBULANCE FUN
Total FICMREPAIR.COM:			209.67	
GEE WILLIE ENTERTAINMENT				
GEE WILLIE ENTERTAINMENT	DEPOSIT - CLIMBING WALL	03/26/2013	500.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total GEE WILLIE ENTERTAINMENT:			500.00	
GODFATHER'S PIZZA				
GODFATHER'S PIZZA	EVENT PRIZES (EGG HUNT)	03/18/2013	63.56	PARK & RECREATI
Total GODFATHER'S PIZZA:			63.56	
HALLETT MATERIALS				
HALLETT MATERIALS	SKID SAND	03/16/2013	382.10	ROAD USE TAX FU
HALLETT MATERIALS	SKID SAND	03/16/2013	358.81	ROAD USE TAX FU
Total HALLETT MATERIALS:			740.91	
HAMELL, RON				
HAMELL, RON	VISION EXPENSE	03/22/2013	231.92	HRA FUND
Total HAMELL, RON:			231.92	
HAWKINS, ROB				
HAWKINS, ROB	WELLNESS OCT 12 - MARCH 13	03/27/2013	150.00	HRA FUND
Total HAWKINS, ROB:			150.00	
HEROLD, VICKI				
HEROLD, VICKI	MILEAGE & TAXI	03/22/2013	59.66	AMBULANCE FUN
HEROLD, VICKI	AIRFARE/BAGGAGE/FOOD	03/22/2013	505.40	AMBULANCE FUN
Total HEROLD, VICKI:			565.06	
HYDRAQUIP				
HYDRAQUIP	JACK REPAIR	03/20/2013	130.00	FIRE FUND
Total HYDRAQUIP:			130.00	
IACP NET				
IACP NET	IACP CONTRACT/DUES	03/15/2013	600.00	POLICE FUND
Total IACP NET:			600.00	
ILLOWA COMMUNICATIONS				
ILLOWA COMMUNICATIONS	RADIO REPAIR	03/15/2013	94.25	POLICE FUND
Total ILLOWA COMMUNICATIONS:			94.25	
INDOFF INCORPORATED				
INDOFF INCORPORATED	SUPPLIES	03/19/2013	24.58	GENERAL FUND
Total INDOFF INCORPORATED:			24.58	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTER/COPIER CHARGES	02/20/2013	172.24	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	.45	ROAD USE TAX FU
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	50.51	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	76.06	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	3.97	AMBULANCE FUN
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	336.92	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	2.73	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	03/27/2013	1.40	LIBRARY FUND
Total INFOMAX OFFICE SYSTEMS INC.:			644.28	
ITRON INC.				
ITRON INC.	QUARTERLY SUPPORT (04/01/13 - 6/31/13)	03/12/2013	493.92	SEWER FUND
Total ITRON INC.:			493.92	
JANECEK, DEB				
JANECEK, DEB	REFUND - OVERPAYMENT	03/18/2013	126.10	AMBULANCE FUN
Total JANECEK, DEB:			126.10	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - APRIL 2013	03/26/2013	2,412.74	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,412.74	
KOSMAN, MISTI L.				
KOSMAN, MISTI L.	2ND HALF OF MARCH 2013	03/26/2013	2,166.67	GENERAL FUND
Total KOSMAN, MISTI L.:			2,166.67	
LACAL EQUIPMENT INC.				
LACAL EQUIPMENT INC.	SWEEPER PARTS	03/20/2013	431.01	ROAD USE TAX FU
Total LACAL EQUIPMENT INC.:			431.01	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	RE-ROD DOWELS	03/26/2013	885.00	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			885.00	
MARTIN MARIETTA MATERIALS				
MARTIN MARIETTA MATERIALS	ROAD STONE	03/18/2013	558.59	ROAD USE TAX FU
Total MARTIN MARIETTA MATERIALS:			558.59	
MAY, JONATHAN				
MAY, JONATHAN	EVENT DEPOSIT - GET AMP'D KIDZ NIGHT	03/22/2013	150.00	PARK & REC SPEC
Total MAY, JONATHAN:			150.00	
MC COY HARDWARE INC				
MC COY HARDWARE INC	PAINT	03/18/2013	11.31	PARK & RECREATI
MC COY HARDWARE INC	PAINT	03/19/2013	1.78	PARK & RECREATI
MC COY HARDWARE INC	FOUNTAIN PARTS	03/20/2013	22.44	PARK & RECREATI
MC COY HARDWARE INC	FLAG TAPE	03/21/2013	2.24	PARK & RECREATI
MC COY HARDWARE INC	PLUMB PARTS	03/21/2013	11.12	PARK & RECREATI
MC COY HARDWARE INC	THERMOSTAT	03/22/2013	41.39	PARK & RECREATI
MC COY HARDWARE INC	RUBBER BUMPERS	03/22/2013	2.51	PARK & RECREATI
MC COY HARDWARE INC	POISON	03/25/2013	3.56	PARK & RECREATI
MC COY HARDWARE INC	PLUMB PARTS	03/25/2013	2.47	PARK & RECREATI
MC COY HARDWARE INC	PLUMB PARTS	03/25/2013	2.35	PARK & RECREATI
MC COY HARDWARE INC	FAUCET FOR BATHROOM	03/26/2013	38.69	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MC COY HARDWARE INC:			135.16	
METTLER TOLEDO INC.				
METTLER TOLEDO INC.	CALIBRATE SCALES	03/11/2013	359.00	SEWER FUND
Total METTLER TOLEDO INC.:			359.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT (1,103 KWH)	03/18/2013	82.82	SEWER FUND
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	03/18/2013	21.29	GENERAL FUND
MID AMERICAN ENERGY CO.	04381-08008 HWY 92 W FLASHING LIGHT (15	03/18/2013	9.17	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT (621 KWH)	03/18/2013	51.00	SEWER FUND
Total MID AMERICAN ENERGY CO.:			164.28	
MIDWEST OFFICE TECH				
MIDWEST OFFICE TECH	COPIES	03/25/2013	46.47	SEWER FUND
Total MIDWEST OFFICE TECH:			46.47	
MORSE EQUIPMENT COMPANY				
MORSE EQUIPMENT COMPANY	AERATION EQUIP REPAIR	03/20/2013	1,123.00	SEWER FUND
Total MORSE EQUIPMENT COMPANY:			1,123.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	HYD FITTING	03/25/2013	13.16	ROAD USE TAX FU
Total NAPA AUTO PARTS:			13.16	
NOBLE FORD-MERCURY				
NOBLE FORD-MERCURY	OIL CHANGE DAN'S TRUCK	03/19/2013	37.26	SEWER FUND
Total NOBLE FORD-MERCURY:			37.26	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	OIL FILTERS	03/25/2013	14.92	SEWER FUND
O'REILLY AUTO PARTS	FILTERS	03/19/2013	110.71	ROAD USE TAX FU
O'REILLY AUTO PARTS	HUB CAP	03/22/2013	21.17	ROAD USE TAX FU
O'REILLY AUTO PARTS	WIPER FLUID	03/22/2013	2.29	GENERAL FUND
O'REILLY AUTO PARTS	BED LINER	03/22/2013	89.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	GREASE GUN	03/22/2013	19.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	JACK STANDS	03/22/2013	34.99	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			294.06	
PETTY CASH-RECREATION				
PETTY CASH-RECREATION	EVENT PRIZES (EGG HUNT)	03/18/2013	32.00	PARK & RECREATI
Total PETTY CASH-RECREATION:			32.00	
PURCHASE POWER				
PURCHASE POWER	POSTAGE	03/26/2013	3,000.00	GENERAL FUND
Total PURCHASE POWER:			3,000.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
R & R EQUIPMENT				
R & R EQUIPMENT	SOFTBALL EQUIPMENT PARTS	03/18/2013	147.10	PARK & RECREATI
Total R & R EQUIPMENT:			147.10	
RECORD-HERALD & INDIANOLA TRIBUNE				
RECORD-HERALD & INDIANOL	POLICE AD	03/18/2013	96.00	POLICE FUND
RECORD-HERALD & INDIANOL	P&R - FIELD MAINT	03/18/2013	48.00	PARK & RECREATI
RECORD-HERALD & INDIANOL	P&R - AQUATIC	03/18/2013	58.00	POOL (MEMORIAL)
RECORD-HERALD & INDIANOL	STREET - SEASONAL	03/18/2013	176.00	ROAD USE TAX FU
RECORD-HERALD & INDIANOL	STREET - SWEEPER	03/18/2013	220.00	ROAD USE TAX FU
RECORD-HERALD & INDIANOL	BRUSH FACILITY	03/18/2013	220.00	GENERAL FUND
RECORD-HERALD & INDIANOL	P&R - REC COORDIN	03/18/2013	220.00	PARK & RECREATI
RECORD-HERALD & INDIANOL	TKD	03/18/2013	47.50	PARK & RECREATI
RECORD-HERALD & INDIANOL	SS REC POSITIONS	03/18/2013	64.00	PARK & RECREATI
RECORD-HERALD & INDIANOL	BUXTON ROOM	03/18/2013	100.00	PARK & RECREATI
RECORD-HERALD & INDIANOL	YOUTH SOFTBALL	03/18/2013	47.50	PARK & RECREATI
RECORD-HERALD & INDIANOL	GARDEN SPACE FOR LEASE	03/18/2013	171.00	GENERAL FUND
Total RECORD-HERALD & INDIANOLA TRIBUNE:			1,468.00	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	03/26/2013	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMPSON COLLEGE				
SIMPSON COLLEGE	POOL RENT-FEB 2013	03/14/2013	161.00	PARK & RECREATI
SIMPSON COLLEGE	FACILITY RENTAL - THINK SPRING	03/18/2013	450.00	PARK & RECREATI
Total SIMPSON COLLEGE:			611.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH - NORTH PLANT (APRIL 2013)	03/25/2013	96.00	SEWER FUND
T.R.M. DISPOSAL LLC	TRASH - SOUTH PLANT (APRIL 2013)	03/25/2013	49.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			145.00	
TEAM SERVICES INC				
TEAM SERVICES INC	CONST TESTING SERVICES - YMCA	03/11/2013	1,203.16	CAPITAL PROJECT
Total TEAM SERVICES INC:			1,203.16	
THEISEN'S				
THEISEN'S	TUBING	03/19/2013	5.68	PARK & RECREATI
Total THEISEN'S:			5.68	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE-3	03/12/2013	80.77	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE-1	03/12/2013	26.93	PARK & RECREATI
U.S. CELLULAR	CELL PHONE-1	03/12/2013	26.93	PARK & RECREATI
U.S. CELLULAR	TEXT MESSAGING - JUSTIN	03/12/2013	9.95	PARK & RECREATI
U.S. CELLULAR	CELL PHONE - 1	03/12/2013	26.93	PARK & RECREATI
U.S. CELLULAR	CELL PHONE - 2	03/12/2013	53.85	SEWER FUND
U.S. CELLULAR	CELL PHONE - 1	03/16/2013	38.80	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total U.S. CELLULAR:			264.16	
VEENSTRA & KIMM				
VEENSTRA & KIMM	SIMPSON COWLES CENTER - STORMWATE	03/22/2013	140.00	GENERAL FUND
Total VEENSTRA & KIMM:			140.00	
WAL-MART STORES INC.				
WAL-MART STORES INC.	EVENT PRIZES (EGG HUNT)	03/20/2013	19.60	PARK & RECREATI
WAL-MART STORES INC.	EVENT PRIZES (EGG HUNT)	03/18/2013	187.20	PARK & RECREATI
WAL-MART STORES INC.	EVENT PRIZES (EGG HUNT)	03/11/2013	146.48	PARK & RECREATI
WAL-MART STORES INC.	MISC SUPPLIES	03/19/2013	42.58	SEWER FUND
Total WAL-MART STORES INC.:			395.86	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	DUMPSTER - PARKS SHOP (MAR)	03/22/2013	50.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			50.00	
Grand Totals:			65,480.83	

City Council: _____

Information

Subject

Resolution approving salaries

Information

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

Dan Sherman, Seasonal Brush Facility Monitor, \$11.044/hour effective April 1, 2013

Roll call is in order.

Attachments

Resolution

RESOLUTION APPROVING SALARIES

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

The following salaries are hereby approved:

Dan Sherman, Seasonal Brush Facility Monitor, \$11.044/hour effective April 1, 2013

Passed and approved on the 1st day of April, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

Information

Subject
Metro Advisory - Mayor Bresnan and Eric Mathieu

Information

Information

Subject
WCEDC - Greg Marchant

Information

Information

Subject

Greater Des Moines Convention Report - Greg Marchant

Information

Information

Subject
YMCA Report - John Sirianni

Information

Information

Subject
65/69 Report - John Parker, Jr.

Information

Information

Subject

Receive quarterly WCEDC report - Jason White, Executive Director

Information

Jason White, Executive Director, will present the quarterly report (will be provided at the meeting). In your packet is an invitation to the 2013 Warren County Business Forum.

Attachments

Business Forum

2013 Warren County Business Forum

FRIDAY, APRIL 5, 2013 8:00 - 9:30 A.M.
SIMPSON COLLEGE | KENT CAMPUS CENTER
701 NORTH C STREET - INDIANOLA, IA 50125

RSVP BY APRIL 2ND TO: HOLLIE ASKEY
WARREN CO. ECONOMIC DEVELOPMENT
515.961.1067 OR HASKEY@WCEDC.COM



Rep. Scott Ourth



Dir. Debi Durham

Please join Representative Scott Ourth and Iowa Economic Development Authority Director Debi Durham for an open forum to discuss legislative and economic issues affecting businesses in Warren County.

There is no charge for this event. Refreshments will be provided.

Information

Subject

Receive P&R Annual Report - Glen Cowan, Park and Recreation Director

Information

Each year the Parks & Recreation Department and Commission present to the Mayor and City Council a report of the activities and accomplishments for the year (packet). After you review the report, you will see a large variety of park, horticulture, recreation and related opportunities which were offered to our community. The Park and Recreation Departments are mission/vision driven and take pride in the variety and quality we are able to provide. A few of the items in the report will be reviewed by Glen Cowan, Park and Recreation Director, at the meeting.

Part of their success in meeting the multiple recreation and park needs, is planning and preparing for the future. A community survey assisted staff in the development of goals and actions to better meet community needs. Their action plan for 2013 will be presented to the Council and Mayor at the meeting.

The Parks & Recreation staff and commission express our appreciation to the City Council and Mayor for the support you provide, for recognizing the importance and value of recreation, parks and trails to the quality of life and economic development in our community.

Attachments

Annual Report

INDIANOLA PARKS & RECREATION



Annual Report 2012

Mission

Offer a variety of experiences that enhance and preserve quality of life in Indianola.

Vision

To have a community with a variety of parks, trails, recreation facilities and activities which are modern, fun, safe and attractive, highly valued by the community, promote economic and neighborhood growth and enhance the quality of life for our local citizens.

Our recreation and park facilities and activities will:

- show evidence of community pride,
- have manmade and natural environments which are in harmony and balance,
- have parks and open spaces enriching every neighborhood,
- have parks with unique focal points,
- have modern, well-maintained indoor and outdoor recreation facilities,
- have a wide variety of wholesome recreation & learning opportunities with substantial participation for everyone,
- enhance the physical, social and mental well-being for citizens of all ages and interests.

Our tree-lined streets, parks and trails will:

- provide good places to live and travel,
- bond neighborhoods together in a continuous fabric of a united and progressive community.

Parks & Recreation Staff

Full Time

Director: Glen Cowan
Recreation Superintendent: Doug Bylund
Sports/Fitness Coordinator: Justin Stuart
Office Manager: Pat Vroegh
Publicity /Marketing Coordinator: Kathy Kester
Parks Superintendent: Mike Bowlin
Horticulturist: Angie Buchanan
Park Technician III: Marty Chittenden

Part-Time

Teen & Adult Activities Coordinator: Becky Lane
Office Assistant/Receptionist: Janean Hallin
Older Adult Activities Coordinator: Jerry Luedtke
Park Technician I: Kelly Heinkel

Parks & Recreation Commission

The Parks and Recreation Commission is appointed by the Mayor and approved by the City Council. The purpose of the Commission is to represent the community, set policies, advise the City Council as needed on parks and recreation programs; oversee the city recreation programs and parks areas; plan, acquire, and develop recreation facilities, parks and open spaces to meet future needs as the city grows. Commission meetings are held at the Activity Center the second Wednesday of each month at 5:00 pm. To address the Commission, call 515-961-9420 to be put on the agenda.

Commission Member	Term Expires
Jon Anderson	1-1-2014
John Hagener	1-1-2014
Cyd Dyer	1-1-2015
Laura Beals	1-1-2015
Jennifer Leech	1-1-2016
Dave Button	1-1-2016

Commission Actions

- Gave three reports to City Council
- Held a Trails Forum to inform the public of City Trails Plan
- Approved the following items:
 - 3-year park mowing contract
 - Buxton Park Plan to council for acceptance
 - 2012-13 CIP Request
 - Recommendation to council to use Pickard play equipment CIP monies for softball complex restroom building, dugout roofs and walkways
 - Oak Savannah Plan for Pickard Park
 - Memorials Donation Policy
 - Recommendation to City Manager to consider installing flashing lights at Hillcrest Drive & Summerset Trail
 - 10th Street Bridge Use Survey



From the Director

We had another great year offering many new program opportunities and completing several improvements to the city parks. All that we are able to accomplish is largely due to the support and assistance we get from the Indianola citizens, volunteers, businesses, organizations, Indianola Community Schools, City Council, IMU, city departments and the parks and recreation commission. Significant accomplishments for the year were the installation of new play equipment at McCord park, working with the Mayor's Youth Council with a Pedal Bike Fest, Yappy Hour dog events, Yoga in the Park, Moats shelter expansion, preparation of the Buxton Arboretum Enhancement Plan, the first cell phone audio tour at DeNelksy Park and new energy efficient T-8 lights and wireless internet access at the Activity Center.

New and strengthened cooperative partnerships and volunteer involvement allowed us to add or expand new programs and facilities including a Tree of Life sculpture with the Indianola Park Friends – the first sculpture in a park, 3 Story Walks in parks & trails with the Friends of Indianola Public Library & Indianola Park Friends, the formation of the Friends of Indianola Trails (FIT) and 17 free community recreation events.

Few accomplishments are possible without a good team of staff. We are fortunate to have a dedicated team which we continue to benefit from and appreciate their hard work, commitment, extra effort and the pride they display in all they do to provide the high quality, creativity and variety with park facilities, programs and events. And our success is attributed to community participation and input. We therefore sincerely appreciate the community feedback we receive which we use and is important to help us meet community needs and desires and which helps us make existing programs and facilities even better.

Throughout this report you will find a summary of the activities and projects which were accomplished or are in progress along with highlights for calendar year 2012. These accomplishments show how the department continues to be progressive, innovative and resourceful working in partnership with the Indianola citizens to provide wholesome recreation opportunities and quality parks for the enjoyment of all people in our community. We look forward to the coming year and all that it will bring. And we will continue having fun doing our best to serve our community “bringing fun to life” to help enhance the quality of life we all desire and have come to enjoy and expect.

Recreationally yours,

Glen Cowan, Director
Indianola Parks & Recreation Department
“Bringing Fun To Life”



A Look at the Stats

611 Volunteers donated **5,301** hours

42 new programs offered out of **203** programs offered during the year

6,047 program registrations (5,363) and aquatic center passes (684)

2,208 online registrations (41% of all registrations)

844 Activity Center uses (24,201 people)

(267 rentals = 14,460 people, 645 Parks & Rec uses = 9,741 people)

735 rentals—shelters (199), equipment (121), campground (415 camper days)

1,632 games played on Pickard Ball Fields

2,026 different families served

100 Adopt-a-Trees. **25** in Indianola and 75 in Warren County

25 55+ activities offered each month

13,925 flowers grown in greenhouse for parks and public areas and fundraisers

86 sports teams **72** youth **14** adult

416 participants at THE ZONE (grades 6-8) (297) and early out events (119)
(growth of 94 or 22% from 09-10)

17 free events held

68 50% off low income program scholarships were used thru the Key Card Program

875 hours of school use

14,065 Senior Center entrances

39 hours of use of Simpson College Pool

12,676 visits to indianolaiowa.gov/ park & rec department website, **58,052** page views

121 annual dog playground permits sold

87 attenders at the Think Spring Garden Seminar and **164** at the Daddy Daughter Date Night

624 summer swim lessons and **177** mighty minnows lessons



Community Partnership and Development

Volunteers – 611 people volunteered a total of 5,301 hours in youth sports, special events, flower planting and care, senior center operations, park cleanup and tree plantings.

Indianola Tree Committee –planted 64 shrubs along Hwy 65-69, Mid America Trees Please Grant \$1,000, resident adopt-a-trees—27 trees, Tree City USA designation for 18th year.

Warren County Master Gardeners – Co-sponsored the 9th annual Think Spring Garden Seminar in February with 87 participants.

Indianola Chamber & National Balloon Classic – held second annual 4th of July celebration of activities and events complete with concert and fireworks.

Indianola Community Schools – use school gyms (793 hours), Middle School cafeteria for The Zone—(82 hours) and greenhouse (5 months).

Park Friends – helped with Park Volunteers program, they provided Tree of Life sculpture, assisted with StoryWalks, sponsored Buxton Coffee Club, bulbs around signs

Sponsorships – 43 businesses & organization sponsorships made it possible to offer free events to the entire community.

Indianola Paramount Theatre – We promoted and sold Thursday movie matinee punch cards. They donated \$500 to youth scholarship program and popcorn for the outdoor movie series.

Wesley Woods– co-sponsored summer activities and horseback riding.

Friends of Indianola Trails (FIT) helped organize the start of this trails support group.

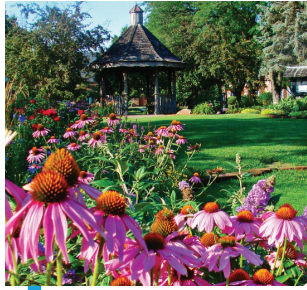
Indianola Friends of the Library Foundation & Library - partnered with them to offer 3 StoryWalks

Community Outreach

In 2012 we continued to use multiple ways to let our citizens know about our activities, events and services.

- Our indianolaiowa.gov/parks & rec website = 12,686 visits 7278 different people
- Fun Times e-newsletter = 862 subscribers with 25% opening rate
- Facebook = 530 fans (increase of 157)
- Twitter = 272 followers (increase of 70)
- Seasonal Activity Guide = in 4 Indianola magazines mailed to 8,500 households
- Flyers distributed through schools =35,600
- Movie Program videos = showed before each outdoor movie
- Online program surveys = dog playground, community gardens and youth sports using SurveyMonkey
- Email reminders sent to current registration list reminding them of program opportunities and dates.
- Postcards—sent reminder postcards to target audiences
- City Lighted Sign—used weekly to post program information
- Local newspaper ads, press releases & information articles
- Trails public information forum
- Buxton Park Plan - 2 public input meetings
- 6 newspaper ads

Highlights



Parks, Trails and Horticulture

The Blitz The third annual Spring Planting Blitz had over 17 volunteers who planted all the flowerbeds in Buton & Sesquicentennial Parks in a record 3 days.

Playful Dedication Completed & dedicated two play structures at McCord Park, one for ages 2-5 and one for ages 6-12 were installed along with swings, walkway border and benches. Neighborhood residents helped with the equipment selection and raised \$7,600 towards the project.

Park Partners A Park Partners volunteer program was again offered to encourage more people to volunteer in the parks. All 53 who volunteered were given bags.

Bulbs Galore 4,200 bulbs were planted around park signs and at Buxton Park. Over 3,000 were donated. Held the first bulb sale fund-raiser and netted \$220.

The Trimming of the Trees With the mild winter, all small to medium size trees within the parks and along highways were pruned.

Flowerbeds - New & Improved Flowerbeds at Sesquicentennial & Memorial Aquatic Center were re-vamped and a new bed was installed where the Summerset, McVay & Jerry Kelley Trails meet. 64 shrubs were planted along Hwy 65-69 in front of Circle B.

From Seed to Bloom The greenhouse flourished with 475 perennials, 700 vegetables & herbs and 2,750 annuals grown for the plant sale, plus another 10,000 annuals for the park & public flowerbeds - 13,925 total. Transplant Tuesdays were started, with volunteers contributing 33 hours to that project.

Tour de Cell A 6 station audio cell phone tour was installed on the 1/2 mile trail at DeNelsky Park showing and explaining about plants and wildlife that live in the park.

Utilities Unleashed - IMU installed underground **electric** with a transformer and parking lot lights to the south side of Pickard Park, an irrigation loop was added to Buxton to **water** flowerbeds and a new **sewer** line was bored for the Pickard restrooms.

Super Size It The Moats Park shelter is now doubled in size with a new addition, electric, lighting, a potluck buffet counter and metal roof added.

Here's Your Sign A new sign was purchased for Easton Park and an entrance sign and design were completed for Pickard Park north entrance.

Odds & Ends New: 2 benches at Dog Playground, stream crossing for the Pickard Park running course, Easton Park concrete waterway flume

Plant the Plan The first and only enhancement plan was completed for the Buxton Park Arboretum, Indianola's first park. The plan identifies locations for plantings, gardens, special features, walkways, furnishings, art and other amenities. It will help entice more visitors to the park and serve as a guide for horticultural appreciation and education enhancements.

Tree of Life - This sculpture was completed and dedicated on October 28, 2012, and is located at Sesquicentennial Park. It was funded with contributions from the Indianola Park Friends, Indianola Fine Arts Commission, Warren County Philanthropic Grant, the City of Indianola, and community contributions.

Think Spring Garden Seminar Well Rooted – This was the 9th year for this popular day long garden seminar, held in partnership with the Warren County Master Gardeners. 87 people attended, filled to capacity with waiting list.

Recreation

Bringing Fun to Life 42 new programs/events were offered including Couponing 101, Bike Fest, Pottery in the Park, Yappy Hour, Yoga in the Park, Beginning Vegetable Gardening, Giggles with Grandparents, Mud Monsters, Stand Up Paddling, Basic Dog Obedience and Snap Shots to Photographs to name a few.

Where in the World is Scooter? We started a Where in the World is Scooter travel backpack program with a miniature Scooter and activity supplies to take on vacations and trips. Also offered a Scooter Collector Card series where youth met with Scooter at 7 different programs or park sites to get a collector card from Scooter.

StoryWalk – a unique family friendly and fun way to read a book outdoors. Laminated book pages on posts mark the path so you can read and walk while you enjoy the story. Three StoryWalks were offered at parks and trails by Indianola Park Friends & the Friends of Indianola Public Library.

Play Ball! A new practice infield was constructed at Pickard Park, there were 38 teams in the youth softball fundraiser tournament and 1632 softball/baseball games played at the Pickard Softball Complex.

A Wheelie Good Time – the Mayor's Youth Council held an Indianola Bike Fest which attracted over 100 participants. The bike pedalers had fun with the bike rodeo course, giant tricycle races, a bike balloon artist, decorated bike contest, cike pump balloon bust and bike safety activities.

Float or Sink – Over 100 people enjoyed watching 20 homemade cardboard boats race at the Aquatic Center – most floating and some sinking. One boat held a record number of 14 people.

Gone to the Dogs! Dogs and their dog lovers enjoyed several fun dog events including 4 Yappy Hours, Bark in the Park, dog obedience classes, Doggie Dive swim, Dog Costume Parade and off leash fun at the Indianola Dog Playground. A volunteer dog playground ambassadors program was also started to help monitor the area.

Nifty Fifty+ Older Adult activities age was lowered to age 50 & up, to allow more seasoned adults to enjoy activities & events planned for this mature population. Dances, day trips, healthy living speaker series, yoga, line dancing, potlucks, workshops and many other opportunities are offered each month.

Free for All – 17 free events and recreation opportunities were provided with approximately 2343 participating in the Hershey's Track Meet, Yoga in the Park, Outdoor Movies, Bark in the Park, Cardboard Boat Races, Yappy Hour, Halloween Costume Party & Parade, Buxton Park Coffee Club presentations, Spring Fun Fest, to name a few – in addition there were an estimated 3,500 – 4,000 who attended the free 4th of July celebration.

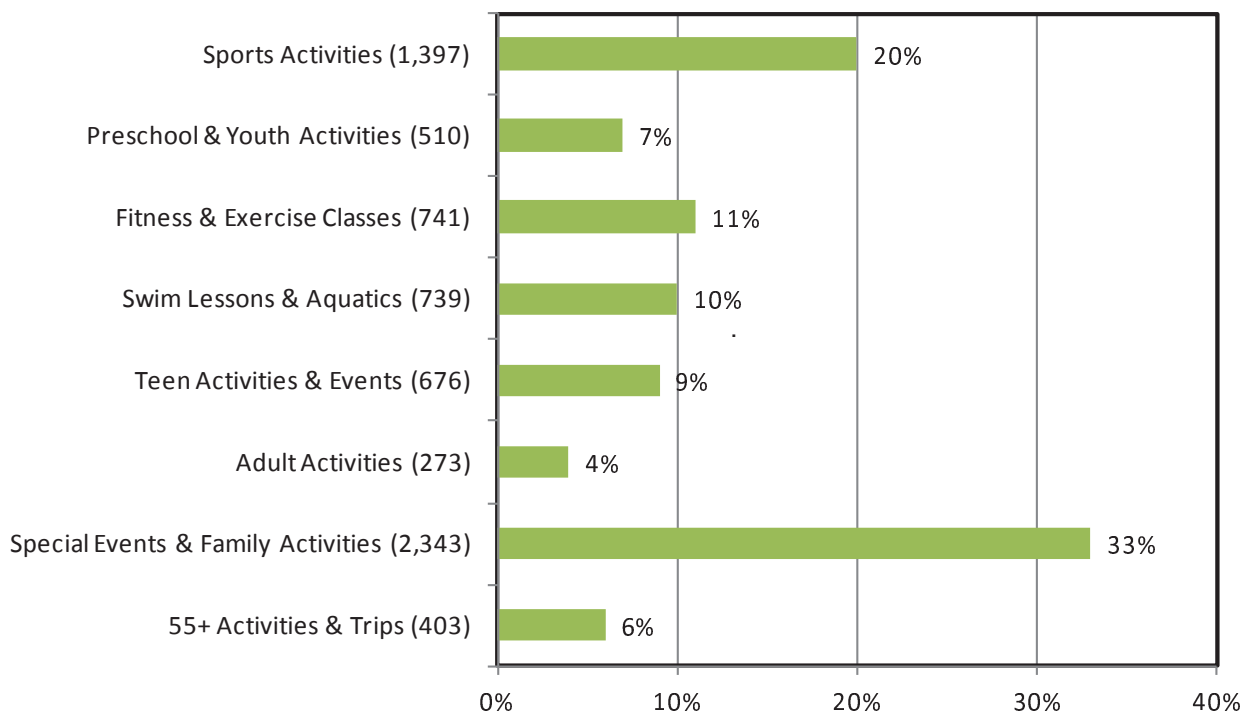
A Penny for Your Thoughts - Several opportunities for public input were provided to help better know the community needs and desires. A dog playground survey, trails public input forum, two Buxton Park Plan public input meetings, a community garden survey and 14 sports evaluation surveys.

See the Light - 108 fluorescent light fixtures at the Activity Center were replaced with higher efficiency fixtures with T-8 bulbs. The lighting is now brighter and more evenly distributed. Thanks to a couple of rebates (one from IMU), the cost was very reasonable.

Finances

Programs/Events (Direct expenses & revenues)	Income	Expenses	Net	Cost Recovery
Pre-School & Youth (93 activities)	\$22,840	\$21,838	\$1,002	104.6%
Teen Activities & Events (gr.6-8)	\$3,508	\$7,564	-\$4,056	46%
297 teens @ The Zone				
131 teens@ early out events				
Adult	\$11,683	\$4,072	\$7,611	287%
68 activities / classes				
50+ Adult Activities & Trips	\$1,651	\$901	\$750	183%
35 activities/mo, 6 trips				
Sports (youth & adult)	\$73,372	\$73,108	\$264	100.4%
86 teams				
15 non-team sports				
Fitness / Exercise (39 classes)	\$26,752	\$18,766	\$7,986	142.6%
Swim Lessons & Aquatics (79 courses & classes)	\$19,473	\$20,069	-\$596	97%
Special Events (13 community-wide & free)	\$8,172	\$9,826	-\$1,654	83%
Activity Center Operations	\$28,644	\$75,111	-\$46,467	38%
open 306 days, 267 rentals				
Shelter & Equipment Rentals (614 rentals)	\$4,931	\$100	\$4,831	4,931%
*Above figures do not include FT or PPT staff wages & benefits				

Participation by Activity Area
Total Program & Event Participation approx 7,003
(includes free no-registration events)



(Note: Does not include adult softball leagues)

Parks and Recreation Department

Calendar Year 2012

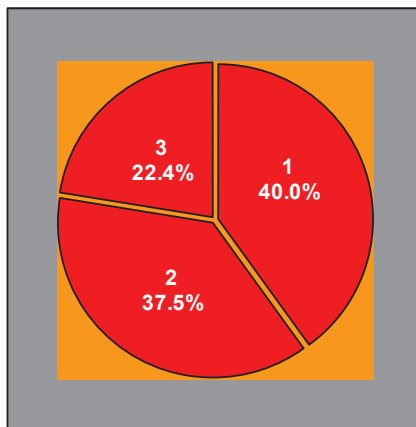
The Parks and Recreation Department revenue ended at 21.7% (\$268,658) of the total expenses (\$1,242,841) with tax subsidy at 78.3% (\$974,183) for calendar year 2012.

Recreation Division				
Calendar Year	Expenses	Revenue	Net Balance	% Revenue of Expenses
2012	\$466,211.90	\$231,894.30	(-\$234,317.20)	49.8%

January 1 - December 31, 2012

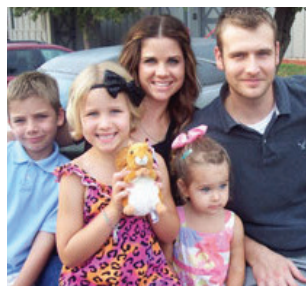
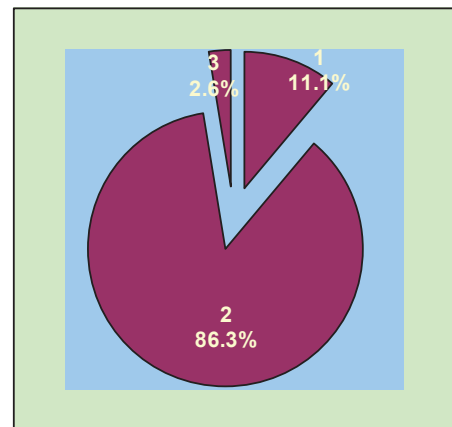
	Expenses	% of Total		Revenue	% of Total
Parks	\$497,616.34	40.0%		\$29,852.82	11.1%
Recreation	\$466,211.90	37.5%		\$231,894.30	86.3%
Administration	\$279,013.29	22.4%		\$6,911.75	2.6%
	\$1,242,841.53	100%		\$268,658.87	100%

Expense Breakdown



1 = Parks
2 = Recreation
3 = Administration

Revenue Breakdown



Finances

Sponsorships \$ Advertising \$ Donations

Sponsors

43 Programs and Events	\$ 9,510
13 Youth Teams	\$ 1,235

Advertising

Activity Guide ads	\$ 8,110
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Memorials

3 pavers	\$ 600
2 trees	\$ 350

Fundraisers

Buxton Plant Sale	\$1,300
Bulb Sale	\$ 220
Dog Playground Permits	\$2,712
Youth Softball Tournament	\$5,586

Donations

Fridley Theatres	\$ 500
IMU for community trees	\$ 1,500
Zone After School Program	\$ 1,760
Tips for Trails	\$ 2,633
Mayor's Youth Council	\$ 350

In Kind donated items were received from: Canoe-Sport Outfitters, HyVee, Coca Cola, Blank Hospital, Casey's, McDonalds, Indianola Vet Clinic, Kindness Pet Clinic, All Creatures Small Animal Hospital, Reynolds Feed, Burger King, Portraits by Susannah, Theisens, Bob's Custom Trophies

Total	\$36,366
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Grants Received

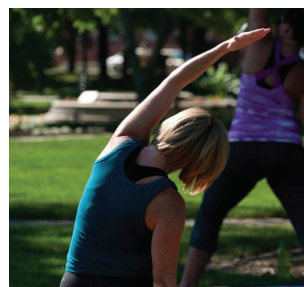
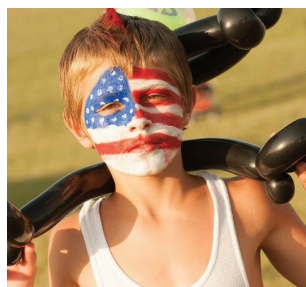
Mid-America Energy Tree Planting Grant	\$1,000
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to Indianola Community Trees Committee for Resident Adopt a Tree program

Warren County Philanthropic Grants	\$4,305
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to the 4th of July celebration for activity equipment

Total	\$5,305
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Looking Ahead

Some Target Goals for 2013

Recreation Programs/ Events

- Implement Amphitheater Events Series
- Expand Back to Nature outdoors programming
- Evaluate & revise youth sports programs
- Offer new unique & creative programs to meet needs as per community survey
- Initiate fundraising program & events for youth, teen & special needs events
- Complete a 50+ activity/events needs & interests survey
- Investigate indoor programming spaces in Indianola
- Determine needs & begin offering special needs activities

Operations

- Identify a list of new ways to promote & increase program awareness & participation
- Evaluate and improve staff recruitment & training
- Devise & implement a website review procedure
- Work with new Friends of Indianola Trails (FIT) Group
 - Tips for trails
 - Trail Use Counts
 - Trail Promotion & Events
- Prepare a donation brochure listing items needed & available for memorials & donations for Buxton Park, other parks, trails & recreation programs.

Parks & Trails

- Complete Jerry Kelley Trail Phase 2 to Wilder School.
- Complete CIP Projects - Moats Restroom, Pickard Entrance & Sign.
- Prepare a priority list of enhancement items & cost estimates and a funding recommendation for Buxton Arboretum.
- Research & determine alternatives, associated costs and a recommendation to repair the Buxton Water Fountain.
- Prepare a list of park & trail locations where trees are needed and a list of acceptable tree species for each area.
- Prepare a design and layout plan for an Oak Savannah area at Pickard Park - identify funding sources for Phase I development.
- Investigate the need for community gardens in Indianola and pursue developing and offering gardens in 2014.
- Evaluate need for 10th St bike/walk bridge and present information and recommendation to Parks & Recreation Commission.
- Get a park land dedication ordinance approved by City Council.
- Prepare a trail maintenance plan for surface repair and replacement, evaluation, repair methods & schedule.
- Prepare a priority development list for trails and best funding sources.
- Develop a plan for placing sculptures in parks - potential locations & guidelines.
- Prepare a turf improvement plan to identify and repair bad turf areas in the parks & trail areas on a three year rotation.
- Prepare a volunteer projects list for parks & trails for volunteers to consider when requests are received.
- Perform an on-site review of each park from user standpoint to identify items needed to enhance user experiences.

Facilities & Equipment

- Prepare a recreation facilities improvement & needs Plan
- Update the vehicle & equipment needs & replacement plan





Indianola Parks & Recreation
2204 W. 2nd Avenue • Indianola, Iowa 50125
www.indianolaiowa.gov

Information

Subject
\$4,036,000 Sewer Revenue Capital Loan Notes, Taxable Series 2013

Information

Information

Subject

Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Indianola, Iowa and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$4,036,000 Sewer Revenue Capital Loan Notes, Taxable Series 2013, of the City of Indianola, Iowa, under the provisions of the City Code of Iowa, and providing for a method of payment of said notes

Information

At the meeting on March 25, 2013 Council approved closing out the remaining \$750,000 from the 2009 Sewer Revenue Bonds to take advantage of a 1.25% interest rate decrease. This amount, \$750,000, will be added to the \$3.3 million for Phase 4 which was approved in November. The total loan of \$4.1 million will be financed at 2%.

The resolution (packet) authorizes the Loan and Disbursement Agreement and provides for the issuance of this loan.

Roll call is in order.

Attachments

Resolution

Council Member _____ introduced the following Resolution entitled "A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$4,036,000 SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2013, OF THE CITY OF INDIANOLA, IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

Resolution No. _____

A RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$4,036,000 SEWER REVENUE CAPITAL LOAN NOTES, TAXABLE SERIES 2013, OF THE CITY OF INDIANOLA, IOWA, UNDER THE PROVISIONS OF THE CITY CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES

WHEREAS, the City Council of the City of Indianola, Iowa, sometimes hereinafter referred to as the "Issuer", has heretofore established charges, rates and rentals for services which are and will continue to be collected as system revenues of the municipal sewer system, sometimes hereinafter referred to as the "System", and said revenues are available for the payment of Sewer Revenue Capital Loan Notes, Taxable Series 2013, subject to the following premises; and

WHEREAS, Issuer proposes to issue its Sewer Revenue Capital Loan Notes, Taxable Series 2013, to the extent of \$4,036,000, for the purpose of defraying the costs of the Project as set forth in Section 1 of this Resolution; and, it is deemed necessary and advisable and in the best interests of the City that a form of Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, be approved and authorized; and

WHEREAS, there have been heretofore issued Sewer Revenue Capital Loan Notes, Series 1995 and 2009, part of which remain outstanding and are a lien on the net revenues of the System. In the Prior Note Resolution authorizing the issuance of the Outstanding Obligations, it is provided that additional revenue notes or bonds may be issued on a parity with the outstanding notes or bonds, for the costs of future improvements and extensions to the System, provided that there has been procured and placed on file with the City Clerk, a statement complying with the conditions and limitations therein imposed upon the issuance of said parity notes or bonds; and

WHEREAS, a statement of D.A. Davidson & Co., an independent Financial Advisor not in the regular employ of Issuer and with the consent of the Authority, has been placed on file in the office of the City Clerk, showing the conditions and limitations of Prior Note Resolutions with regard to the sufficiency of the Net Revenues of the System to permit the issuance of additional revenue notes or bonds ranking on a parity with the outstanding notes or bonds to have been met and satisfied as required; and

WHEREAS, the notice of intention of Issuer to take action for the issuance of not to exceed \$3,300,000 and \$750,000 Sewer Revenue Capital Loan Notes, Taxable Series 2013, have heretofore been duly published and no objections to such proposed action have been filed.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

♦ "Additional Bonds" shall mean any sewer revenue bonds or notes or other obligations issued on a parity with the Notes in accordance with the provisions of Section 21 hereof.

♦ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between the City and the Original Purchaser relating to the Loan made to the City under the Program.

♦ "City Clerk" shall mean the City Clerk or such other officer of the successor Governing Body as shall be charged with substantially the same duties and responsibilities.

♦ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Trustee.

♦ "Corporate Seal" shall mean the official seal of Issuer adopted by the Governing Body.

♦ "Fiscal Year" shall mean the twelve months' period beginning on July 1 of each year and ending on the last day of June of the following year, or any other consecutive twelve-month period adopted by the Governing Body or by law as the official accounting period of the System; provided, that the requirements of a fiscal year as expressed in this Resolution shall exclude any payment of principal or interest falling due on the first day of the fiscal year and include any payment of principal or interest falling due on the first day of the succeeding fiscal year.

♦ "Governing Body" shall mean the City Council, or its successor in function with respect to the operation and control of the System.

♦ "Independent Auditor" shall mean an independent firm of certified public accountants or the Auditor of State.

♦ "Issuer" and "City" shall mean the City of Indianola, Iowa.

♦ "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes.

♦ "Net Revenues" shall mean gross earnings of the System after deduction of Current Expenses; "Current Expenses" shall mean and include the

reasonable and necessary cost of operating, maintaining, repairing and insuring the System, including purchases at wholesale, if any, salaries, wages, and costs of materials and supplies, but excluding depreciation and principal of and interest on the Notes and any Parity Obligations or payments to the various funds established herein; capital costs, depreciation and interest or principal payments are not System expenses.

♦ "Notes" or "Note" shall mean \$4,036,000 Sewer Revenue Capital Loan Notes, Taxable Series 2013, authorized to be issued by this Resolution.

♦ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance.

♦ "Outstanding Obligations" shall mean the Sewer Revenue Capital Loan Notes, Series 1995 and 2009, issued in accordance with the Prior Note Resolutions, which obligations are still outstanding and unpaid and remain a lien on the Net Revenues of the System.

♦ "Parity Obligations" shall mean notes or bonds payable solely from the Net Revenues of the System on an equal basis with the Notes herein authorized to be issued and shall include Additional Bonds as authorized to be issued under the terms of this Resolution and the Outstanding Obligations.

♦ "Paying Agent" shall mean the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's Agent to provide for the payment of principal of and interest on the Notes as the same shall become due.

♦ "Permitted Investments" shall mean:

- direct obligations of (including obligations issued or held in book entry form on the books of) the Department of the Treasury of the United States of America;
- cash (insured at all times by the Federal Deposit Insurance Corporation or otherwise collateralized with obligations described in the above paragraph);
- obligations of any of the following federal agencies which obligations represent full faith and credit of the United States of America, including:

- Export - Import Bank
- Farm Credit System Financial Assistance Corporation
- USDA - Rural Development
- General Services Administration
- U.S. Maritime Administration
- Small Business Administration
- Government National Mortgage Association (GNMA)
- U.S. Department of Housing & Urban Development (PHA's)
- Federal Housing Administration

- repurchase agreements whose underlying collateral consists of the investments set out above if the Issuer takes delivery of the collateral either directly or through an authorized custodian. Repurchase agreements do not include reverse repurchase agreements;
- senior debt obligations rated "AAA" by Standard & Poor's Corporation (S&P) or "Aaa" by Moody's Investors Service Inc. (Moody's) issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation;
- U.S. dollar denominated deposit accounts, federal funds and banker's acceptances with domestic commercial banks which have a rating on their short-term certificates of deposit on the date of purchase of "A-1" or "A-1+" by S&P or "P-1" by Moody's and maturing no more than 360 days after the date of purchase (ratings on holding companies are not considered as the rating of the bank);
- commercial paper which is rated at the time of purchase in the single highest classification, "A-1+" by S&P or "P-1" by Moody's and which matures not more than 270 days after the date of purchase;
- investments in a money market fund rated "AAAm" or "AAAm-G" or better by S&P;
- pre-refunded Municipal Obligations, defined as any bonds or other obligations of any state of the United States of America or of any agency, instrumentality or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and (a) which are rated, based on an irrevocable

escrow account or fund (the "escrow"), in the highest rating category of S&P or Moody's or any successors thereto; or (b)(i) which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or direct obligations of the Department of the Treasury of the United States of America, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate; and (ii) which escrow is sufficient, as verified by a nationally recognized independent certified public accountant, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate;

- tax exempt bonds as defined and permitted by section 148 of the Internal Revenue Code and applicable regulations and only if rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa;
- an investment contract rated within the two highest classifications as established by at least one of the standard rating services approved by the superintendent of banking by rule adopted pursuant to chapter 17A Code of Iowa; and
- Iowa Public Agency Investment Trust.

"Prior Note Resolution(s)" shall mean the resolution of the City Council adopted on June 5, 1995 and May 4, 2009, authorizing the issuance of the Sewer Revenue Capital Loan Notes, Series 1995 and 2009.

♦ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken by the Original Purchaser.

♦ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the System, including those costs associated with acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including the Sanitary Sewer Infiltration and Inflow correction project (Phase IV).

♦ "Project Fund" shall mean the Loan Account maintained by the Trustee under the Program for the benefit of the Issuer, into which the proceeds of the Loan and the Note shall be allocated and held until disbursed to pay Project costs.

♦ "Registrar" shall be the City Clerk, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.

♦ "System" shall mean the municipal sewer system utility of the Issuer and all properties of every nature hereinafter owned by the Issuer comprising part of or used as a part of the System, including all wastewater treatment facilities, including all wastewater treatment facilities, sanitary sewers, force mains, pumping stations and all related property and improvements and extensions made by Issuer while any of the Notes or Parity Obligations remain outstanding; all real and personal property; and all appurtenances, contracts, leases, franchises and other intangibles.

♦ "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

♦ "Trustee" shall mean Wells Fargo Bank, National Association, with its principal office located in the City of Chicago, Illinois, and its successors and any corporation resulting from or surviving any consolidation or merger to which it or its successors may be a party and any successor trustee under the Program.

Section 2. Authority. The Agreement and the Notes authorized by this Resolution shall be issued pursuant to Sections 384.24A and 384.83 of the Code of Iowa, and in compliance with all applicable provisions of the Constitution and laws of the State of Iowa. The Agreement shall be substantially in the form attached to this Resolution and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Authorization and Purpose. There are hereby authorized to be issued, negotiable, serial, fully registered Revenue Notes of the City of Indianola, in the County of Warren, Iowa, each to be designated as "Sewer Revenue Capital Loan Note, Taxable Series 2013", in the aggregate amount of \$4,036,000, for the purpose of paying

costs of the Project. The City Council, pursuant to Sections 384.24A and 384.83 of the City Code of Iowa, hereby finds and determines that it is necessary and advisable to issue said Notes authorized by the Agreement and this Resolution.

Section 4. Source of Payment. The Notes herein authorized and Parity Obligations and the interest thereon shall be payable solely and only out of the net earnings of the System and shall be a first lien on the future Net Revenues of the System. The Notes shall not be general obligations of the Issuer nor shall they be payable in any manner by taxation and the Issuer shall be in no manner liable by reason of the failure of the said Net Revenues to be sufficient for the payment of the Notes.

Section 5. Note Details. Sewer Revenue Capital Loan Notes, Taxable Series 2013, of the City in the amount of \$4,036,000, shall be issued to evidence the obligations of the Issuer under the Agreement pursuant to the provisions of Sections 384.24A and 384.83 of the City Code of Iowa for the aforesaid purpose. The Notes shall be designated "SEWER REVENUE CAPITAL LOAN NOTE, TAXABLE SERIES 2013", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2013, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2014 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2033. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof and may at the request of the

Original Purchaser be initially issued as a single Note in the denomination of \$4,036,000 and numbered R-1.

Section 6. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 7. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Treasurer is hereby appointed as Note Registrar under the terms of this Resolution. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such

Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a Certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentment of Notes. In the event any payment check representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so

held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and City Clerk shall execute and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

(6)	(6)		
(7)	(8)		
(1)			
(2)	(3)	(4)	(5)
(9)			
(9a)			
(10) (Continued on the back of this Bond)			
(11)(12)(13)	(14)	(15)	

FIGURE 1
(Front)

(10) (Continued)		(16)
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FIGURE 2
(Back)

The text of the Notes to be located thereon at the item numbers shown shall be as follows:

Item 1, figure 1 = "STATE OF IOWA"
"COUNTY OF WARREN"
"CITY OF INDIANOLA"
"SEWER REVENUE CAPITAL LOAN NOTE"
"TAXABLE SERIES 2013"

Item 2, figure 1 = Rate: 1.75%
Item 3, figure 1 = Final Maturity: June 1, 2033
Item 4, figure 1 = Note Date: April 19, 2013
Item 5, figure 1 = CUSIP # - N/A
Item 6, figure 1 = "Registered"
Item 7, figure 1 = Certificate No. R-1
Item 8, figure 1 = Principal Amount: \$4,036,000

Item 9, figure 1 = The City of Indianola, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

IOWA FINANCE AUTHORITY

Item 10, figure 1 = or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on June 1, 2013, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2014 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2033. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined by the Trustee and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall

at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month next preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

THE HOLDER OF THE NOTE SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the System, including those costs associated with acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including the Sanitary Sewer Infiltration and Inflow correction project (Phase IV), and evidences amounts payable under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the City duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional notes or bonds of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan and Disbursement Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Iowa Finance Authority or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the City Clerk, Indianola, Iowa, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All Notes shall be negotiable as

provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

This Note and the series of which it forms a part, other obligations ranking on a parity therewith and any additional obligations which may be hereafter issued and outstanding from time to time on a parity with said Notes, as provided in the Resolution and Loan and Disbursement Agreement of which notice is hereby given and which are hereby made a part hereof, are payable from and secured by a pledge of the net revenues of the municipal sewer system utility (the "System"), as defined and provided in said Resolution. There has heretofore been established and the City covenants and agrees that it will maintain just and equitable rates or charges for the use of and service rendered by said System in each year for the payment of the proper and reasonable expenses of operation and maintenance of said System and for the establishment of a sufficient sinking fund to meet the principal of and interest on this series of Notes, and other obligations ranking on a parity therewith, as the same become due. This Note is not payable in any manner by taxation and under no circumstances shall the City be in any manner liable by reason of the failure of said net earnings to be sufficient for the payment hereof.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the City Clerk of the City of Indianola, Iowa, all as of the _____ day of _____, 2013.

Item 11, figure 1 = Date of authentication:

Item 12, figure 1 = This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk.

CITY CLERK

By: _____
Registrar

Item 13, figure 1 = Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

SEE REVERSE FOR CERTAIN DEFINITIONS

Item 14, figure 1 = (Seal)

Item 15, figure 1 = (Signature Block)

CITY OF INDIANOLA, STATE OF IOWA

By: manual or facsimile _____
Mayor

ATTEST:

By: manual or facsimile _____
City Clerk

Item 17, figure 2 = [Assignment Block]
[Information Required for Registration]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto
_____ (Social Security or Tax Identification No.
_____) the within Note and does hereby irrevocably constitute and appoint
_____ attorney in fact to transfer the said Note on the books kept
for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or bond(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....
(State)

Section 14. Equality of Lien. The timely payment of principal of and interest on the Notes and Parity Obligations shall be secured equally and ratably by the revenues of the System without priority by reason of number or time of sale or delivery; and the revenues of the System are hereby irrevocably pledged to the timely payment of both principal and interest as the same become due.

Section 15. Application of Note Proceeds - Project Fund. Proceeds of the Notes shall be credited to the Project Fund and expended therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds of the System shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law, the Internal Revenue Code and this Resolution.

Section 16. User Rates. There has heretofore been established and published as required by law, just and equitable rates or charges for the use of the service rendered by the System. Said rates or charges shall be paid by the owner of each and every lot, parcel of real estate, or building that is connected with and uses the System, by or through any part of the System or that in any way uses or is served by the System.

Any revenue paid and collected for the use of the System and its services by the Issuer or any department, agency or instrumentality of the Issuer shall be used and accounted for in the same manner as any other revenues derived from the operations of the System.

Section 17. Application of Revenues. From and after the delivery of any Notes, and as long as any of the Notes or Parity Obligations shall be outstanding and unpaid either as to principal or as to interest, or until all of the Notes and Parity Obligations then outstanding shall have been discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the System shall be deposited as collected in a fund to be known as the Sewer Revenue Fund (the "Revenue Fund"), and shall be disbursed only as follows:

The provisions in the Prior Note Resolutions, whereby there was created and is to be maintained a Sewer Revenue Note Principal and Interest Sinking Fund, and for the monthly payment into said fund from the future Net Revenues of the System such portion thereof as will be sufficient to meet the principal and interest of the Outstanding Obligations, are hereby ratified and confirmed, and all such provisions inure to and constitute the security for the payment of the principal and interest on Notes hereby authorized to be issued; provided, however, that the amounts to be set aside and paid into the Sewer Revenue Note Principal and Interest Sinking Fund in equal monthly installments from the earnings shall be sufficient to pay the principal and interest due each year, not only on the Outstanding Obligations, but also the principal and interest of the Notes herein authorized to be issued. Except as may be otherwise provided in the above Prior Note Resolutions, proceeds of the Notes or other funds may be invested in Permitted Investments.

Nothing in this Resolution shall be construed to impair the rights vested in the Outstanding Obligations. The amounts herein required to be paid into the various funds named in this Section shall be inclusive of payments required in respect to the Outstanding Obligations. The provisions of the legislation authorizing the Outstanding Obligations and the provisions of this Resolution are to be construed wherever possible so that the same will not be in conflict. In the event such construction is not possible, the provisions of the resolution first adopted shall prevail until such time as the notes or bonds authorized by said resolution have been paid in full or otherwise satisfied as therein provided at which time the provisions of this Resolution shall again prevail.

So long as the Notes or Parity Obligations remain outstanding and unpaid the same are discharged and satisfied in the manner provided in this Resolution, the entire income and revenues of the system shall be deposited and collected in a fund to be known as the Revenue Fund, and shall be disbursed only as follows:

- Operation and Maintenance Fund. Money in the Revenue Fund shall first be disbursed to make deposits into a separate and special fund to pay current expenses. The fund shall be known as the Sewer Utility Operation and Maintenance Fund (the "Operation and Maintenance Fund"). There shall be deposited in the Operation and Maintenance Fund each month an amount sufficient to meet the current expenses of the month plus an amount equal to 1/12th of expenses payable on an annual basis such as insurance. After the first day of the month, further deposits may be made to this account from the Revenue Fund to the extent necessary to pay current expenses accrued and payable to the extent that funds are not available in the Surplus Fund.
- Sinking Fund. Money in the Revenue Fund shall next be disbursed to make deposits into a separate and special fund to pay principal of and interest on the Notes and Parity Obligations. The fund shall be known as the Sewer Revenue Note Principal and Interest Sinking Fund (the "Sinking Fund"). The required amount to be deposited in the Sinking Fund in any month shall be an amount equal to 1/6th of the installment of interest coming due on the next interest payment date on the then outstanding Notes and Parity Obligations, plus 1/12th of the installment of principal coming due on such Notes on the next succeeding principal payment date until the full amount of such installment is on hand. If for any reason the amount on hand in the Sinking Fund exceeds the required amount, the excess shall forthwith be withdrawn and paid into the Revenue Fund. Money in the Sinking Fund shall be used solely for the purpose of paying principal of and interest on the Notes and Parity Obligations as the same shall become due and payable.

- Subordinate Obligations. Money in the Revenue Fund may next be used to pay principal of and interest on (including reasonable reserves therefor) any other obligations which by their terms shall be payable from the revenues of the System, but subordinate to the Notes and Parity Obligations, and which have been issued for the purposes of extensions and improvements to the System or to retire the Notes or Parity Obligations in advance of maturity, or to pay for extraordinary repairs or replacements to the System.
- Surplus Revenue. All money thereafter remaining in the Revenue Fund at the close of each month may be deposited in any of the funds created by this Resolution, to pay for extraordinary repairs or replacements to the System, or may be used to pay or redeem the Notes or Parity Obligations, any of them, or for any lawful purpose.

Money in the Revenue Fund shall be allotted and paid into the various funds and accounts hereinbefore referred to in the order in which said funds are listed, on a cumulative basis on the 10th day of each month, or on the next succeeding business day when the 10th shall not be a business day; and if in any month the money in the Revenue Fund shall be insufficient to deposit or transfer the required amount in any of said funds or accounts, the deficiency shall be made up in the following month or months after payments into all funds and accounts enjoying a prior claim to the revenues shall have been met in full.

Section 18. Investments. Moneys on hand in the Project Fund and all of the funds provided by this Resolution may be invested only in Permitted Investments or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation, or its equivalent successor, and the deposits of which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Iowa Code chapter 12C, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All investments shall mature before the date on which the moneys are required for the purposes for which the fund was created or otherwise as herein provided. The provisions of this Section shall not be construed to require the Issuer to maintain separate accounts for the funds created by this Resolution.

The Sinking Fund shall be segregated in a separate account but may be invested in the same manner as other funds of the Issuer but designated as a trust fund on the books and records of the Issuer. The Sinking Fund shall not be available for any other purposes other than those specified in this Resolution.

All income derived from such investments shall be deposited in the Revenue Fund and shall be regarded as revenues of the System. Investments shall at any time necessary be liquidated and the proceeds thereof applied to the purpose for which the respective fund was created.

Section 19. Covenants Regarding the Operation of the System. The Issuer hereby covenants and agrees with each and every holder of the Notes and Parity Obligations:

- (a) Maintenance and Efficiency. The Issuer will maintain the System in good condition and operate it in an efficient manner and at reasonable cost.
- (b) Sufficiency of Rates. On or before the beginning of each Fiscal Year the Governing Body will adopt or continue in effect rates for all services rendered by the System determined to be sufficient to produce Net Revenues for the next succeeding Fiscal Year which are (i) adequate to pay the principal and interest requirements thereof and to create or maintain the reserves as provided in this Resolution, and (ii) not less than 110 percent of the principal and interest requirements of the next succeeding Fiscal Year. No free use of the System by the Issuer or any department, agency or instrumentality of the Issuer shall be permitted except upon the determination of the Governing Body that the rates and changes otherwise in effect are sufficient to provide Net Revenues at least equal to the requirements of this subsection.
- (c) Insurance. The Issuer shall maintain insurance for the benefit of the Noteholders on the insurable portions of the System of a kind and in an amount which normally would be carried by private companies engaged in a similar kind of business. The proceeds of any insurance, except public liability insurance, shall be used to repair or replace the part or parts of the System damaged or destroyed, or if not so used shall be placed in an improvement fund for the benefit of the System.
- (d) Accounting and Audits. The Issuer will cause to be kept proper books and accounts adapted to the System and in accordance with generally accepted accounting practices and will diligently act to cause the books and accounts to be audited and reported upon by an Independent Auditor and will provide copies of the audit report to the Department, all as provided in the Agreement. The Original Purchaser and holders of any of the Notes and Parity Obligations shall have at all reasonable times the right to inspect the System and the records, accounts and data of the Issuer relating thereto.

(e) State Laws. The Issuer will faithfully and punctually perform all duties with reference to the System required by the Constitution and laws of the State of Iowa, including the making and collecting of reasonable and sufficient rates for services rendered by the System as above provided, and will segregate the revenues of the System and apply said revenues to the funds specified in this Resolution.

(f) Property. The Issuer will not sell, lease, mortgage or in any manner dispose of the System, or any capital part thereof, including any and all extensions and additions that may be made thereto, until satisfaction and discharge of all of the Notes and Parity Obligations shall have been provided for in the manner provided in this Resolution; provided, however, this covenant shall not be construed to prevent the disposal by the Issuer of property which in the judgment of its Governing Body has become inexpedient or unprofitable to use in connection with the System, or if it is to the advantage of the System that other property of equal or higher value be substituted therefor, and provided further that the proceeds of the disposition of such property shall be placed in a revolving fund to be used in preference to other sources for capital improvements to the System. Any such proceeds of the disposition of property acquired with the proceeds of the Notes or Parity Obligations shall not be used to pay principal or interest on the Notes and Parity Obligations or for payments into the Sinking or Reserve Funds.

(g) Fidelity Bond. That the Issuer shall maintain fidelity bond coverage in amounts which normally would be carried by private companies engaged in a similar kind of business on each officer or employee having custody of funds of the System.

(h) Additional Charges. The Issuer will require proper connecting charges and/or other security for the payment of service charges.

(i) Budget. The Governing Body of the Issuer shall approve and conduct operations pursuant to a system budget of revenues and current expenses for each Fiscal Year. Such budget shall take into account revenues and current expenses during the current and last preceding Fiscal Years. Copies of such budget and any amendments thereto shall be mailed to the Original Purchaser and to the Noteholders upon request.

(j) Loan and Disbursement Agreement. The Issuer will comply with the terms and conditions of the Loan and Disbursement Agreement and perform as provided thereunder.

Section 20. Remedies of Noteholders. Except as herein expressly limited the holder or holders of the Notes and Parity Obligations shall have and possess all the rights of action and remedies afforded by the common law, the Constitution and statutes of the State of Iowa, and of the United States of America, for the enforcement of payment of their Notes and interest thereon, and of the pledge of the revenues made hereunder, and of all covenants of the Issuer hereunder.

Section 21. Prior Lien and Parity Obligations. The Issuer will issue no other notes, bonds or obligations of any kind or nature payable from or enjoying a lien or claim on the property or revenues of the System having priority over the Notes or Parity Obligations.

Additional Bonds may be issued on a parity and equality of rank with the Notes with respect to the lien and claim of such additional obligations to the revenues of the System and the money on deposit in the funds adopted by this Resolution, for the following purposes and under the following conditions, but not otherwise:

- (a) For the purpose of refunding any of the Notes or Parity Obligations which shall have matured or which shall mature not later than three months after the date of delivery of such refunding obligation and for the payment of which there shall be insufficient money in the Sinking Fund and the Reserve Fund;
- (b) For the purpose of making extensions, additions, improvements or replacements to the System, or refunding any outstanding Notes, Parity Obligations or other obligations issued for such extensions, additions and improvements, if all of the following conditions shall have been met:
 - (i) before any such Additional Bonds ranking on a parity are issued, there will have been procured and filed with the Clerk, a statement of an Independent Auditor or Independent Financial Advisor, not a regular employee of the Issuer, reciting the opinion based upon necessary investigations that the Net Revenues of the System for the preceding Fiscal Year (with adjustments as hereinafter provided) were equal to at least 1.10 times the maximum amount that will be required in any Fiscal Year prior to the longest maturity of any of the then outstanding Notes or Parity Obligations for both principal of and interest on all Notes or Parity Obligations then outstanding which are payable from the net earnings of the System and the Additional Bonds then proposed to be issued.

For the purpose of determining the Net Revenues of the System for the preceding Fiscal Year as aforesaid, the amount of the gross revenues for such year may be adjusted by an independent consulting engineer,

independent financial advisor, or by the Independent Auditor, so as to reflect any changes in the amount of such revenues which would have resulted had any revision of the schedule of rates or charges imposed at or prior to the time of the issuance of any such Additional Bonds been in effect during all of such preceding Fiscal Year.

(ii) the Additional Bonds must be payable as to principal and as to interest on the same month and day as the Notes herein authorized.

(iii) for the purposes of this Section, principal and interest falling due on the first day of a Fiscal Year shall be deemed a requirement of the immediately preceding Fiscal Year.

(iv) for the purposes of this Section, general obligation bonds or notes shall be refunded only upon a finding of necessity by the Governing Body and only to the extent the general obligation bonds or notes were issued or the proceeds thereof were expended for the System.

(v) for purposes of this Section, "preceding Fiscal Year" shall be the most recently completed Fiscal Year for which audited financial statements prepared by a certified public accountant are issued and available, but in no event a Fiscal Year which ended more than eighteen months prior to the date of issuance of the Additional Bonds.

Section 22. Discharge and Satisfaction of Notes. The covenants, liens and pledges entered into, created or imposed pursuant to this Resolution may be fully discharged and satisfied with respect to the Notes and Parity Obligations, or any of them, in any one or more of the following ways:

(a) By paying the Notes or Parity Obligations when the same shall become due and payable; and

(b) By depositing in trust with the Treasurer, or with a corporate trustee designated by the Governing Body, for the payment of said obligations and irrevocably appropriated exclusively to that purpose an amount in cash or direct obligations of the United States the maturities and income of which shall be sufficient to retire at maturity, or by redemption prior to maturity on a designated date upon which said obligations may be redeemed, all of such obligations outstanding at the time, together with the interest thereon to maturity or to the designated redemption date, premiums thereon, if any that may be payable on the redemption of the same; provided that proper notice of redemption of all such

obligations to be redeemed shall have been previously published or provisions shall have been made for such publication.

Upon such payment or deposit of money or securities, or both, in the amount and manner provided by this Section, all liability of the Issuer with respect to the Notes or Obligations shall cease, determine and be completely discharged, and the holders thereof shall be entitled only to payment out of the money or securities so deposited.

Section 23. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the Issuer and the holder or holders of the Notes and Parity Obligations, and after the issuance of any of the Notes no change, variation or alteration of any kind in the provisions of this Resolution shall be made in any manner, except as provided in the next succeeding Section, until such time as all of the Notes and Parity Obligations, and interest due thereon, shall have been satisfied and discharged as provided in this Resolution.

Section 24. Amendment of Resolution Without Consent. The Issuer may, without the consent of or notice to any of the holders of the Bonds and Parity Obligations, amend or supplement this Resolution for any one or more of the following purposes:

(a) to cure any ambiguity, defect, omission or inconsistent provision in this Resolution or in the Notes or Parity Obligations; or to comply with any applicable provision of law or regulation of federal or state agencies; provided, however, that such action shall not materially adversely affect the interests of the holders of the Notes or Parity Obligations;

(b) to change the terms or provisions of this Resolution to the extent necessary to prevent the interest on the Notes or Parity Obligations from being includable within the gross income of the holders thereof for federal income tax purposes;

(c) to grant to or confer upon the holders of the Notes or Parity Obligations any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the holders of the Notes;

(d) to add to the covenants and agreements of the Issuer contained in this Resolution other covenants and agreements of, or conditions or restrictions upon, the Issuer or to surrender or eliminate any right or power reserved to or conferred upon the Issuer in this Resolution; or

(e) to subject to the lien and pledge of this Resolution additional pledged revenues as may be permitted by law.

Section 25. Amendment of Resolution Requiring Consent. This Resolution may be amended from time to time if such amendment shall have been consented to by holders of not less than two-thirds in principal amount of the Notes and Parity Obligations at any time outstanding (not including in any case any Notes which may then be held or owned by or for the account of the Issuer, but including such Refunding Obligations as may have been issued for the purpose of refunding any of such Notes if such Refunding Obligations shall not then be owned by the Issuer); but this Resolution may not be so amended in such manner as to:

- (a) Make any change in the maturity or interest rate of the Notes, or modify the terms of payment of principal of or interest on the Notes or any of them or impose any conditions with respect to such payment;
- (b) Materially affect the rights of the holders of less than all of the Notes and Parity Obligations then outstanding; and
- (c) Reduce the percentage of the principal amount of Notes, the consent of the holders of which is required to effect a further amendment.

Whenever the Issuer shall propose to amend this Resolution under the provisions of this Section, it shall cause notice of the proposed amendment to be filed with the Original Purchaser and to be mailed by certified mail to each registered owner of any Note as shown by the records of the Registrar. Such notice shall set forth the nature of the proposed amendment and shall state that a copy of the proposed amendatory Resolution is on file in the office of the City Clerk.

Whenever at any time within one year from the date of the mailing of said notice there shall be filed with the City Clerk an instrument or instruments executed by the holders of at least two-thirds in aggregate principal amount of the Notes then outstanding as in this Section defined, which instrument or instruments shall refer to the proposed amendatory Resolution described in said notice and shall specifically consent to and approve the adoption thereof, thereupon, but not otherwise, the Governing Body of the Issuer may adopt such amendatory Resolution and such Resolution shall become effective and binding upon the holders of all of the Notes and Parity Obligations.

Any consent given by the holder of a Note pursuant to the provisions of this Section shall be irrevocable for a period of six months from the date of the instrument evidencing such consent and shall be conclusive and binding upon all future holders of the same Note during such period. Such consent may be revoked at any time after six

months from the date of such instrument by the holder who gave such consent or by a successor in title by filing notice of such revocation with the City Clerk.

The fact and date of the execution of any instrument under the provisions of this Section may be proved by the certificate of any officer in any jurisdiction who by the laws thereof is authorized to take acknowledgments of deeds within such jurisdiction that the person signing such instrument acknowledged before him the execution thereof, or may be proved by an affidavit of a witness to such execution sworn to before such officer.

The amount and numbers of the Notes held by any person executing such instrument and the date of his holding the same may be proved by an affidavit by such person or by a certificate executed by an officer of a bank or trust company showing that on the date therein mentioned such person had on deposit with such bank or trust company the Notes described in such certificate.

Notwithstanding anything in this Section to the contrary, the holder or holders of 100% of the Notes and Parity Obligations may consent to any amendment of this Resolution, or waive any notices required hereunder, on such terms and under such conditions as said holders shall determine to be appropriate.

Section 26. Severability. If any section, paragraph, or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions.

Section 27. Repeal of Conflicting Ordinances or Resolutions and Effective Date. All other Ordinances, Resolutions and orders, or parts thereof, in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed; and this Resolution shall be in effect from and after its adoption.

Section 28. Rule of Construction. This Resolution and the terms and conditions of the Notes authorized hereby shall be construed whenever possible so as not to conflict with the terms and conditions of the Loan and Disbursement Agreement. In the event such construction is not possible, or in the event of any conflict or inconsistency between the terms hereof and those of the Loan and Disbursement Agreement, the terms of the Loan and Disbursement Agreement shall prevail and be given effect to the extent necessary to resolve any such conflict or inconsistency.

PASSED AND APPROVED this 1st day of April, 2013.

Mayor

ATTEST:

City Clerk

Information

Subject

An addendum to the IDOT Agreement for improvements to Iowa 92 from east of South "N" Street to west of Country Road R57

Information

The IDOT Agreement for the primary road project (Highway 92 from east of South "N" Street to west of R57) was approved by council on October 1, 2013. In your packet is an addendum, will also be considered by the Warren County Board of Supervisors, to that agreement which includes the following:

- IDOT will design and install lighting at the Iowa 92 intersections with County Road R57 and R63 all at no cost to the City or County
- The City and County shall accept ownership of and responsibility for future energy and maintenance costs for the lighting at the intersection of Iowa 92 and County Road R63

Simple motion, subject to the Warren County Board of supervisors approval, is in order.

Attachments

IDOT Agreement

**IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2013-16-033**

County	Warren
City	Indianola
Project No.	STP-92-5(51)--2C-91 STP-92-5(46)--2C-91
Iowa DOT Addendum No.	2013-16-033A
Staff Action No.	N/A

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", the city of Indianola, Iowa, hereinafter designated "CITY", and Warren County, Iowa, hereinafter designated "COUNTY" in accordance with Iowa Code Chapters 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 136 as applicable;

The DOT proposes to establish or make improvements to Iowa 92 within Warren County, Iowa; and

The DOT, CITY and COUNTY are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT, CITY and COUNTY previously entered into the following agreement(s) for the above referenced project: Agreement No. 2013-16-033 for construction was executed by the DOT, CITY and COUNTY on October 9, 2012, October 1, and October 2, 2012 respectively; and

Subsequent to execution of the above referenced Agreement it was determined that intersection lighting would be necessary at the Iowa 92 intersections with County Road R57 and R63.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the DOT, CITY and COUNTY; and

Now, therefore, it is agreed as follows:

1. The DOT will design and install lighting at the Iowa 92 intersections with County Road R57 and R63 all at no cost to the CITY or COUNTY.
2. The CITY shall accept ownership of and responsibility for future energy and maintenance costs for the lighting at the intersection of Iowa 92 and County Road R63.
3. The COUNTY shall accept ownership of and responsibility for future energy and maintenance costs for the lighting at the intersection of Iowa 92 and County Road R57.

General Provisions

4. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
5. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
6. This Addendum may be executed in three counterparts, each of which so executed will be deemed to be an original.

December 2010

7. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the DOT, CITY and COUNTY regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2013-16-033A as of the date shown opposite its signature below.

CITY OF INDIANOLA: [use if addendum is with a city]

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
, who signed said Addendum for and on behalf of the City was duly authorized to execute the same on
the ____ day of _____, 20____.

Signed: _____
City Clerk of Indianola, Iowa.

BOARD OF SUPERVISORS OF WARREN COUNTY: [use if addendum is with a county]

By: _____ Date _____, 20____.
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date _____, 20____.
Mark Van Dyke
Assistant District Engineer
District 5

Information

Subject
Public comment

Information
