



CITY OF INDIANOLA COUNCIL MEETING

August 19, 2013

6:00 p.m.

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Consent
 - A. Approve agenda
 - B. August 5, 2013 Minutes
 - C. Applications
 - D. Authorize sewer, recycling and storm water fee write offs
* Sewer \$6,081.27 (.98%), recycling \$826.84 (1.83%) and storm water fee \$217.18
 - E. Annual adoption of council policy
 - F. Street closure request from the following:
 1. Simpson College - Grant Wood - Prairie Rebel - September 17, 2013 from 3:00 p.m. - 10:00 p.m. - request is to close "C" Street between Clinton and Girard
 2. Simpson College - CROP Walk - September 29, 2013 from 12:30 p.m. - 2:00 p.m. - the walk will use the following streets/sidewalks - Clinton, "C" , Girard, Buxton, Salem, Howard and Ashland
 3. Simpson College - Homecoming - October 12, 2013 from 6:00 a.m. - 8:00 p.m. - request is to close "C" Street between Clinton and Girard
 - G. Claims on the computer printout for August 19, 2013 and the July 2013 receipts
5. Council Representative Reports
 - A. Metro Advisory - Mayor Bresnan and Eric Mathieu
 - B. WCEDC - Greg Marchant
 - C. Greater Des Moines Convention Report - Greg Marchant
 - D. YMCA Report - John Sirianni
 - E. 65/69 Report - John Parker, Jr.

- F.** Indianola School District Community Report - Pam Pepper
- 6.** Council Reports
 - A.** 2nd Quarter Safety Report - Mike Metcalf
 - B.** City Treasurer's Report - Doug Shull
 - C.** Receive WPC report - Dan Miers
- 7.** Mayor's Report - Kenan Bresnan
 - A.** Community Update
- 8.** Public Consideration
 - A.** Old Business
 - 1.** Public hearing and first consideration to amend the no parking ordinance
 - * Will place no parking on the south side of East Norwood from North 6th east to the dead end
 - 2.** Second consideration of a request to vacate a portion of a buffer park easement
 - 3.** Jerry Kelley Trail Phase 2
 - a.** Public hearing on the matter of adoption of plans, specs, form of contract and estimate of cost
 - b.** Resolution adopting plans, specs, form of contract and estimate of cost
 - c.** Resolution awarding contract
 - d.** Resolution approving contract and bond
 - B.** New Business
 - 1.** Consider HR Green Proposals
 - a.** Wastewater Treatment Facilities Siting Study - \$11,200.00
 - b.** General Wastewater Engineering Services - Annual Contract Amount not to exceed \$50,000.00
 - c.** Sanitary Sewer Collection System Hydraulic Study - Total Engineering fees \$72,200.
 - 2.** Consider D&D purchase of 203 W. 2nd in an amount not to exceed \$79,000
 - a.** Resolution Approving Offer To Purchase Real Estate
 - 3.** Resolution Accepting and Approving City of Indianola Goal Setting Report
 - 4.** Resolution setting regular date and time of council meeting
 - * 1st and 3rd Mondays starting at 6:00 p.m.
- 9.** Other Business
 - A.** Public comment

10. Adjourn

Information

Subject
August 5, 2013 Minutes

Information

Attachments

Minutes

REGULAR SESSION – AUGUST 5, 2013

The City Council met in regular session at 6:00 p.m. on August 5, 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.

Judge Parker administered the oath of office to Police Chief Dave Button.

The following items were pulled from the consent agenda:

Item 5-G – Sidewalk wavier (no curb and gutter) for Lot 8 of Summercrest Hills Plat 3

Item 5-H1 - Indianola Community Youth Foundation - 5K Fun Run - August 24, 2013 from 7:00 a.m. - 11:00 a.m. - race will start at the United Methodist Church and will use the following streets: Salem, "G" Street, Euclid, Detroit, "F" Street, Boston, "C" Street, Kentucky and Buxton. This will be placed on a future council agenda

Item 5-H2 - Simpson College Stand Around Welcome Back Student Event - August 25, 2013 from 6:00 p.m. - 11:00 p.m. - request is to close "C" Street between Clinton and Girard

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

Approve agenda

July 15, 2013 Minutes

Set August 19, 2013 as a public hearing and first consideration to amend the no parking ordinance - will place no parking on the south side of East Norwood from North 6th east to the dead end

Purchase of a Lifeline ambulance for \$156,381 and two power cots in an amount of \$23,464 from Stryker

\$304,700 engineering proposal from Snyder and Associates for the Highway 65/69 Improvement (Hillcrest to Hoover Street) - basic services and construction services in an amount of \$153,300 and \$151,400 respectfully

Downtown Incentive Program preliminary application for 104 N. Howard - Richard Krumme

Street closure requests from the following:

- IMU Customer Appreciation Event - September 19, 2013 from 10:30 a.m. - 2:30 p.m. - request is to close "B" Street from West Salem to West 1st Street
- Warren County Corvette Club - June 7, 2014 from 7:00 a.m. - 3:45 p.m. - request is to close both sides of Ashland between Howard and Buxton and the inside lane on all four streets surrounding the Court House

Block party from Marcia Peeler - 807 N. Buxton - on August 8, 2013 from 5:00 p.m. - 8:00 p.m.

Prior approval applications for urban revitalization designation

Jerry's Homes – 1711 Apple Lane – SFD - \$144,500

Jerry's Homes – 1709 Apple Lane – SFD - \$132,000
Neighborhood Builders – 1601 Fairway Drive – SFD- \$240,000
Linear Custom Homes – 101 S. 19th St. – SFD – \$155,500
Steger Construction – 709 West Scenic Valley Drive – SFD - \$180,000
Charles & Gayla Tighe – 2011 N. 8th Street – SFD - \$179,200
Community 1st Credit Union – 300 S. Jefferson Way – Commercial Structure - \$280,000
Advance Auto Parts – 610 N. Jefferson Way – Commercial Structure - \$425,000
Greater Iowa Credit Union – 301 E. Scenic Valley Avenue – Commercial Structure - \$405,800
Autumn Ridge Development – 1504 W. Kentucky Avenue – SFD – \$138,000
Jerry's Homes – 1302 N. 6th Street – SFD - \$127,750
Jerry's Homes – 1300 N. 6th Street – SFD - \$131,600

Final approval applications for urban revitalization designation:

Jerry's Homes – 113 Rolling Vista Place – SFD - \$132,250
Jerry's Homes – 702 E. Norwood Ave. – SFD - \$131,500
Steger Construction – 2202 N. 8th Street – SFD - \$180,000

Claims on the computer printout for August 5, 2013

A motion was made by Sirianni and seconded by Marchant to approve a sidewalk waiver (no curb and gutter) for Lot 8 of Summercrest Hills Plat 3. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The street closure request from Simpson College Stand Around Welcome Back Student Event - August 25, 2013 from 6:00 p.m. - 11:00 p.m. - request is to close "C" Street between Clinton and Girard was approved on a motion by Marchant and seconded by Berry. Question was called for and on voice vote the vote was, AYES: Pepper, Mathieu, Berry and Marchant. NAYS: None. ABSENT: Parker. ABSTAINED: Sirianni. Whereupon the Mayor declared the motion carried.

Council member Marchant moved to approve the following Resolution Approving Personnel Salaries. Council member Pepper seconded the motion. On roll call the vote was, AYES: Pepper, Mathieu, Berry, Sirianni and Marchant. NAYS: None. ABSENT: Parker. 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:

Ron Hamell, Sergeant, CE 8.5-12 \$68,108/year effective July 28, 2013

Janis Comer, Part-time Library Assistant, CE 1-1 \$11.209/hour, effective July 29, 2013

Jim Tabor, Part-time Library Assistant, CE 1-1 \$11.209/hour effective August 5, 2013

Grant Sexton, Street Department Seasonal summer help, \$9.00/hour effective July 17, 2013

Elsa Langenwalter, Sub-guard and Lesson Instructor, \$7.55/hour, after hour \$9.55/hour effective July 20, 2013

Jordan Wilmes, Pool Manager, \$12.00/hour effective August 5, 2013

Heather Bickham, Pool Manager, \$12.00/hour effective August 5, 2013

Passed and approved on the 5th day of August, 2013.

A motion was made by Pepper and seconded by Mathieu to approve City Manager Eric Hanson as a representative to the South Central Iowa Landfill Board. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

A public hearing and first consideration of a request to vacate a portion of a buffer park easement in Quail Meadows Subdivision Lots 1 and 19 was held. There were no objections either oral or written. It was moved by Berry and seconded by Pepper to approve the first consideration of this ordinance. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council member Mathieu moved and Pepper seconded to approve the following ambulance fees effective September 1, 2013. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Basic Life Support	\$558.00
Advanced Life Support	\$662.00
Advance Life Support 2	\$95.000
Mileage	\$12/mile
Treatment Refusal	\$132.50

The following resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENT (Jerry Kelley Trail Phase 2) TO BE MADE FOR THE SIDEWALK/TRAIL PROJECT IN THE MEMORIAL PARK TO WILDER ELEMENTARY SCHOOL AND FIXING A DATE FOR HEARING ON AUGUST 19, 2013" was approved on a motion by Marchant and seconded by Mathieu. On roll call the vote was, AYES: Pepper, Mathieu, Berry, Sirianni and Marchant. NAYS: None. ABSENT: Parker. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENT (Jerry Kelley Trail Phase 2) TO BE MADE FOR THE SIDEWALK/TRAIL PROJECT IN THE MEMORIAL PARK TO WILDER ELEMENTARY SCHOOL AND FIXING A DATE FOR HEARING ON AUGUST 19, 2013

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

Council member Berry introduced the following resolution entitled, "RESOLUTION DELEGATING THE AUTHORITY TO PROSECUTE FOR VIOLATIONS OF CRIMINAL CODE ORDINANCE WITHIN THE CITY OF INDIANOLA, IOWA" with Attorney Ryan Ellis at a fee of \$150/hour. Council member Mathieu seconded the motion to adopt. On roll call the vote was, AYES: Sirianni, Marchant, Pepper, Mathieu and Berry. NAYS: None. ABSENT: Parker. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION DELEGATING THE AUTHORITY TO PROSECUTE FOR VIOLATIONS OF CRIMINAL CODE ORDINANCE WITHIN THE CITY OF INDIANOLA, IOWA

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

It was moved by Pepper and seconded by Sirianni to approve the following RESOLUTION AUTHORIZING THE CERTIFICATION OF LIENS TO THE WARREN COUNTY TREASURER FOR PURPOSES OF ASSESSING THE COST OF NUISANCE ABATEMENT AGAINST PROPERTY. On roll call the vote was, AYES: Mathieu, Berry, Sirianni, Marchant and Pepper. NAYS: None. ABSENT: Parker. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION AUTHORIZING THE CERTIFICATION OF LIENS TO THE WARREN COUNTY
TREASURER FOR PURPOSES OF ASSESSING THE COST OF NUISANCE
ABATEMENT AGAINST PROPERTY

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

Meeting adjourned on a motion by Marchant and seconded by Mathieu.

Kenan Bresnan, Mayor

Diana Bowlin, City Clerk

Information
Subject

Authorize sewer, recycling and storm water fee write offs

* Sewer \$6,081.27 (.98%), recycling \$826.84 (1.83%) and storm water fee \$217.18

Information

This is a quarterly procedure where the city “writes-off” uncollectible (using our normal method) debt and turns it over to the State Income Offset Program that receives \$7 for each account collected. We are writing off \$6,081.27 (.98%) in sewer fees, \$826.84 (1.83%) recycling fees and \$217.18 for storm water fees. These numbers indicate our Clerk’s Office staff does an outstanding job collecting bills. Hats off to all!

A comparison of the last quarters of write offs is shown below:

<u>Write Off Date</u>	<u>Sewer</u>	<u>Recycling</u>	<u>Storm Water</u>
January 2013-March 2013	\$5,984.81 (.91%)	\$974.48 (2.16%)	\$106.96
October 2012 - December 2012	\$4,150.78 (.56%)	\$629.34 (1.39%)	\$94.42
July 2012 - September 2012	\$4,790.92 (.63%)	\$730.62 (1.68%)	\$117.28
April 2012 - June 2012	\$5,792.94 (1.04%)	\$729.65 (1.61%)	\$167.15
January 2012 - March 2012	\$1,566.74 (.25%)	\$486.44 (1.08%)	\$66.51
October 2011 - December 2011	\$3,165.76 (.47%)	\$471.93 (1.05%)	\$48.87
July 2011 – September 2011	\$2,006.13 (.32%)	\$581.82 (1.30%)	\$58.87
April 2011 – June 2011	\$2,142.89 (.44%)	\$481.66 (1.11%)	\$30.00
January 2011 – March 2011	\$1,171.60 (.22%)	\$393.87 (.88%)	\$8.00

Information

Subject

Annual adoption of council policy

Information

In your packet is the council policy that is considered annually. The only change to the policy since it's last adoption on August 20, 2012 was to amend the I&I Policy which changed the loan amounts for illegal connection or leaking service to sewer.

The policy is a collection of methods/procedures, etc. adopted over the years.

Attachments

Council Policy

COUNCIL POLICY

Council Annual Approval 07-07-03
07-06-04
07-05-05
07-17-06
07-02-07
08-04-08
08-03-09
09-07-10
09-06-11
08-20-12

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COUNCIL POLICY FOLDER

Policy Folder

Policy folder be established and maintained in the Clerk's Office. The policy manual should be reviewed at least in the even calendar years.

Adopted by City Council On February 4, 1974.

BOARDS AND COMMISSIONS

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Awards

The City Council will award a plaque to those members of a Board or Commission who complete at least one full term.

Boards and Commissions Membership

Membership shall be limited to citizens living within the corporate limits of the city. In addition, only one member of an immediate family i.e. husband, wife, father, mother, son, daughter, brother, sister, may be on the same board or commission at a time. The objective shall be to have membership from as broad a base as possible from residents within the city limits.

City employees may serve as members on city boards and commissions which are established by ordinance. However, city employees shall not serve on boards/commissions which govern their respective departments i.e. a park employee shall not serve on the Parks and Recreation Commission. City employees will be subject to the normal selection procedure which provides mayoral appointment and council approval. The council reserves the right to approve all appointments and shall not approve city employees when potential conflicts of interest may be present.

Adopted by City Council on February 4, 1974, amended August 3, 1987; August 1, 1988.

Drug Abuse and Alcohol Commission

The Council has established through Ordinance 2-11 the Indianola Drug Abuse and Alcohol Commission and has limited its membership to residents of the City of Indianola. It acknowledges however, that additional assistance can prove very helpful and therefore provides for non-resident consultants/advisors to work with the Commission in various related areas. The consultants/advisors shall assist the Commission on policy matters but shall not have any voting authority. This commission shall select its consultant/advisors subject to the approval of the Mayor.

Adopted by City Council on July 6, 1987.

Membership List

A listing of commissions and board members, including the expiration date of their appointments shall be prepared and provided at the first annual Council meeting in January.

COUNCIL/MAYOR

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Agenda

The Council agreed that it be established as Council policy that any request for funds from the City be in writing before being placed on the Council agenda, otherwise it would be considered only under "other business."

Adopted by City Council on February 22, 1977.

Mayoral Expenditures Budget

Expenditures to be charged to the Mayoral budget are defined as those specifically related to the duties and functions of the Mayor's office as opposed to those of a city function. Expenses, other than mileage, shall be reimbursed when performed within the corporate limits of the City of Indianola.

Adopted by City Council on April 20, 1981.

Orientation

After election and prior to taking office, newly-elected council members shall be invited to attend an orientation meeting with the City Manager and/or other appointed staff members for the purpose of an explanation of how the City functions, tour of the facilities, and an update of the financial condition of the City.

Adopted by City Council on February 4, 1974.

City Council Procedural Rules

PART I: GENERAL PROVISIONS

Rule 1: Scope

These rules shall govern the conduct of the City Council and shall be interpreted to insure fair and open deliberations and decision making.

Rule 2: Rules of Order

Rules of order not specified within this document or, otherwise, by State statute, City ordinance or resolution shall be governed by the generally accepted rules of procedure found in Robert's Rules of Order, Newly Revised, and shall govern City council meetings unless a change from those rules is approved by the Council for a specific reason.

Rule 3: Matters Not Covered

Any matter of order or procedure not covered by these rules shall be decided by the presiding officer, with the assistance and advice of the City Attorney.

Rule 4: Interpretation

These rules are intended to supplement, and shall be interpreted to conform with, the Statutes of the State of Iowa, an Ordinances or resolution of the City of Indianola.

PART II: TIME AND PLACE OF MEETINGS

Rule 5: Regular Meetings

Regular meetings of the City Council are held every first and third Monday of the months at 6:00 p.m. in the council chambers of the City Hall located at 110 N. 1st Street, Indianola, IA. When a Council meetings Monday falls on a holiday, the meeting shall be held at the regular hour on the next succeeding day that is not a holiday. Council may continue, reschedule or postpone any regular meeting to another date and time, or may cancel a meeting.

Rule 6: Special Meetings

Special meetings may be called 24 hours in advance in accordance with State Statues. The call for a special meeting shall specify the place, day, hour and agenda for the meeting and shall be posted at the City Hall entrances.

PART III: CONDUCT OF MEETINGS

Rule 7: Call to Order

The Mayor or Mayor Pro Tem shall call the meeting to order at the appointed hour. In the absence of the Mayor or Mayor Pro Tem, the City Clerk shall call the meeting to order and a temporary Presiding Officer shall then be selected, in accordance with Rule 8.

Rule 8: Presiding Officer

The Mayor, or in the Mayor's absence or incapacity, the Mayor Pro Tem, shall be the Presiding Officer at all Council meetings. If both the Mayor and Mayor Pro Tem are absent the Council members present will select the Presiding Officer by vote.

Rule 9: Control of Discussion

The Presiding Officer shall facilitate discussions of the Council on Agenda items to promote equitable participation in accordance with these rules.

Rule 10: Discussion

A Council member shall speak after being recognized by the Presiding Officer. A Council member, after being recognized, shall not be interrupted, except by the Presiding Officer, in the event it is necessary to enforce these rules.

Rule 11: Limit on Remarks

Each Council member shall limit his/her remarks to a reasonable length. A Council member recognized for a specific purpose shall limit remarks to that purpose.

Rule 12: Presiding Officer's Right to Enter into General Discussion

The Mayor, or other Presiding Officer as a member of the Council, may enter into general discussion where there is no motion pending. In all debate where there is a pending motion, the Presiding Officer must step down to participate in such debate.

Rule 13: Presiding Officer's Right to Close Debate

The Presiding Officer has the right to close debate where there is no motion pending, unless a majority of the Council members present vote to continue the discussion. In all cases where there is a motion pending, the proponent of the motion has the right to make closing remarks on the motion.

PART IV: CITIZEN PARTICIPATION

Rule 14: Citizen's Right to Address Council

Persons other than the Mayor or a Council member shall be permitted to address the Council during the "Public Forum" or public hearing portions of the Agenda or at other times as determined by the Mayor or the City Council.

Rule 15: Manner of Addressing Council

Persons wishing to speak may notify the Presiding Officer prior to commencement of the council meeting that they wish to speak on a specific item. However, should they determine that they wish to speak during the meeting they should stand to indicate their request to be recognized by the Presiding Officer.

1. Public Forum – Non Agenda items. Members of the Public in attendance at the council meeting who desire to address matters not on the current agenda may request time to address the Council during the Public Forum portion of the agenda, when provided. The person desiring to address the Council shall stand up and upon being recognized by the Presiding Officer shall approach the podium and state their name, address and general subject of their comments. If speaking on behalf of a group or organization it should be so stated. The Presiding Officer may then allow the comments subject to such time limitations as the officer deems reasonable and appropriate, generally five (5) minutes. Following the citizen comments, the Presiding Officer may place the matter on a future agenda, refer the matter to the City Manager for further investigation and report or may make no further comment or disposition of the matter.
2. Current Agenda Items. After a pending agenda items has been moved and seconded, but prior to council discussion and deliberation, the Presiding Officer may recognize citizens who wish to speak on a pending Agenda measure. The Presiding Officer shall first rule on the relevance and appropriateness of the proposed public comments prior to recognizing the speaker. If deemed relevant and appropriate, the Presiding Officer shall recognize the speaker. All verbal presentations shall be made at the podium. The speaker shall begin by

first stating their name, address and the general subject of their presentation. The Presiding Officer may change the order of speakers so that comments are heard in a logical format, e.g., proponents, opponents, adjacent property owners, vested interests, etc. The Presiding Officer may allow the comments subject to such time limitations as the Officer deems necessary, generally five (5) minutes per speaker.

3. Public Hearing Agenda Items: Members of the Public in attendance at the council meeting may speak about an action with regarding to an agenda item noted as a public hearing before any item has been moved and seconded by the Council. The speaker shall use the podium and begin by first stating their name, address and purpose for addressing the council. Their comments should be subject to the stated time limits, generally five (5) minutes per speaker.

Rule 16: Time limit on Citizen's Remarks

An individual citizen shall be limited to five minutes speaking on any subject covered under Rule 14, unless additional time is granted by the Presiding Officer or a majority of those Council members present. Total citizen input on any subject under Council consideration may be limited to a fixed period by the Presiding Officer.

Rule 17: Remarks of Citizens to be Germane

Citizen comments must be directed to the subject under consideration. The Presiding Officer shall rule on the germaneness of citizen comments. Citizens making personal, impertinent, or slanderous remarks shall be barred by the Presiding Officer from further comment before the City Council during that meeting.

PART V: AMENDMENT OF PROCEDURAL RULES

Rule 18: Suspending Procedural Rules

These rules may be suspended by the City Council for duration of the current meeting following a majority vote of the Council Members present.

Rule 19: Amendments to Procedural Rules

These rules may be amended through a resolution adopting such a change by a majority vote of the entire Council.

Adopted by City Council on July 5, 2011 (also Robert's Rules of Order)

Workplace Harassment and Violence Prevention

The purpose of this policy is to maintain a professional workplace that is as free as possible of harassment and violence and to provide a reporting system. For this policy, the definition of harassment and violence shall include, but not be limited to: escalating harassment, threats, repeated inappropriate workplace language, physical violence, hostile behavior, stalking, intimidation, property damage, and other similar behaviors that severely disrupt an employee's ability to carry out their assigned duties.

A. Potential Violators

No employee, city official, or member of the general public, through the course of their employment, term of office, appointment, or other interactions with City employees conducting official City affairs, shall harass or engage in violent behavior against employees of the City.

B. Reporting Procedure

Employees should report work-related incidents, from any source, to their immediate supervisor and to the Director of Human Resources. The Director of Human Resources shall document the alleged incident and inform the City Manager of the allegation, or, if the alleged incident involves the City Manager, the City Attorney.

The Respective Manager (or, if appropriate, the City Attorney) and Director of Human Resources shall investigate the alleged incident. Upon finding that harassment or violence occurred, they shall:

- Impose appropriate disciplinary action if involving another City employee
- Report the incident to the Mayor if involving the City Manager
- Report the incident to the City Attorney and Mayor if involving a Council or Trustee Member
- Report the incident to the City Attorney and Mayor Pro Tem if involving the Mayor
- Report the incident to the City Attorney if involving a member of the general public. The City Attorney shall then determine appropriate legal actions and advise the Council or Trustees if additional legal action is warranted

If the Mayor or Mayor Pro Tem are notified of an incident, they shall work with the City Attorney or other legal counsel to investigate, arbitrate, or otherwise dispose of the incident in a manner that best represents the public's interest and, upon its disposal, inform the City Council or Trustees.

C. Results

The City employee behavior that violates this policy may be subject to disciplinary action under the City's employment policies. Appropriate legal action may be imposed upon the general public or other non-employee public officials who violate this policy.

Nothing in this policy precludes the City from applying additional personnel policies for specific incidents, such as sexual harassment or discrimination, where applicable.

Adopted by City Council on August 4, 2008.

EMPLOYEES

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Employee Recognition Policy

The city acknowledges the importance of recognizing employees, elected and appointed officials during certain occasions and therefore the following policy shall be followed:

1. Awards Banquet: The city may approve funding toward employee recognition such as the annual awards banquet to offset costs for dinner, entertainment and employee awards. Recognition may include, but is not limited to service certificates and plaques, safety awards, sick leave (lack of use) incentives.
2. Retirement Recognition: The city may recognize an employee who retires from service by hosting a retirement recognition gathering. The amount spent shall not exceed \$200.00. In addition, a plaque or certificate may be provided.

This policy does not prohibit employees from making gifts with private contributions.

3. Death in Family: The city may send condolences to current and former employees, elected and appointed officials, who experience a death in their “immediate family” as defined in the Personnel Management Guide and/or Union Contract. The amount spent shall not exceed \$50.00.

Adopted by City Council on March 3, 1997.

Personnel Manual

The Council shall establish and maintain a personnel policy manual including but not limited to policies on hiring, firing, sick leave, job qualifications, job descriptions, salary schedules, etc.

Adopted by City Council on February 4, 1974.

FINANCIAL POLICIES

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Annual Audit Policy

The purpose of this policy is to provide for a comprehensive annual financial report (CAFR) and an annual audit of financial reports contained in the CAFR. Therefore, it shall be the policy of the City of Indianola that:

1. The City Council shall solicit proposals from qualified firms at least every 3 years to provide auditing services. The city council shall procure a firm to perform an annual audit of financial reports contained in the CAFR. Qualified firms are an independent firm of licensed certified public accountants or the Auditor's Office for the State of Iowa.
2. Audits shall be performed in accordance with generally accepted auditing standards, Chapter 11 of the Code of Iowa, and the standards applicable to financial audits contained in standards issued by the Comptroller General of the United States. The council shall annually review and approve the report of the independent auditor at a meeting open to the public.
3. Audits shall be performed in accordance with OMB Circular A-133, also known as a single audit, if expenditures under Federal awards exceed \$500,000 for the fiscal year. Single audit reports shall be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after receipt or nine months after the end of the fiscal year.
4. The Director of Finance and Administrative Services, as the designated Chief Accounting Officer, shall publish within nine months of the close of each fiscal year a complete set of audited financial statements. The comprehensive annual financial report, and reports for all component units, shall be submitted to the Auditor's Office for the State of Iowa by March 31 of each year (as per Iowa Code).

Adopted by City Council on April 18, 2005.

Accounting System Policy

The purpose of the accounting system policy is to enable the preparation of financial statements presented in conformity with applicable laws, rules, and regulations. The accounting system shall be structured in the following manner:

1. The Director of Finance and Administrative Services, as the designated as the Chief Accounting Officer, shall implement procedures to implement this policy.
2. A fund accounting system that differentiates between the General Fund and other funds required to be separately accounted for by law, rule, or regulation.
3. Accounting codes that differentiate between assets, liabilities, receipts or revenues, and disbursements or expenditures for each fund.
4. Accounting codes that differentiate between revenue and expenditures by Federal or state grant programs as well as other programs and activities.
5. Utility billing system providing for customer billing of utility consumption and other appropriate fees and voluntary contributions.
6. Payroll database system for compensation of employees as provided in the Salary Resolution or as otherwise approved by the City Council.
7. Provide for a report to be reconciled with those of the City Treasurer as described in the Cash Management Policy.

Procedures

The following procedures have been approved by the governing body to implement the Accounting System Policy. As part of these procedures, the Director of Finance and Administrative Services may segregate duties between or delegate responsibilities to the City Clerk, Payroll/Utility Billing Clerk, Accounts Payable Clerk, Cashier, and other part-time employees.

General Ledger:

1. The Director of Finance and Administrative Services or designee shall maintain a Chart of Accounts of all account codes.
2. The Accounts Payable Clerk or designee shall prepare and enter all general ledger entries.
3. The Director of Finance and Administrative Services or designee shall review and approve all general ledger entries on a monthly basis.

Utility Billing:

1. The Utility Billing/Payroll Clerk or designee shall prepare and enter all utility billing information including account set up, consumption readings, adjustments, and account terminations.
2. No adjustments may be made to any Clerk's Office employee's personal utility account without the prior approval of the City Clerk or City Manager, if to the City Clerk's account.

3. All billing and collection procedures shall be in compliance with applicable rules and regulations promulgated by the Iowa Utilities Board and the municipal utility board.

Payroll:

1. Salaries and wages shall be supported by timesheets that separately report time worked on different projects and leave time.
2. Timesheets shall be attested to as accurate by both the employee and a supervisor familiar with the employee's activities.
3. Payroll disbursements are subject to the policies and procedures detailed in the Cash Management Policy.
4. No adjustments may be made to any Clerk's Office personnel account without the prior approval of the City Council, City Clerk or City Manager, if to the City Clerk's account.

Adopted by City Council on April 18, 2005.

Capitalization Thresholds for Financial Reporting

Pursuant to requirements to report fixed assets on financial statements, the threshold for reporting additions to fixed assets shall be established as follows:

1. All non-infrastructure capital items with a useful life less than two years from the date of acquisition or an individual item cost of less than \$5,000 shall be expensed.
2. All non-infrastructure capital items or projects with a useful life of at least two years from the date of acquisition and an individual cost of at least \$5,000 shall be added to applicable fixed asset schedules.
3. All costs for infrastructure assets shall be added to applicable fixed asset schedules.

Nothing in this policy shall be construed to limit the inclusion of expensed capital items in inventory management systems.

Adopted by City Council on November 17, 2003.

Cash Management Policy

The purpose of the cash management policy is to provide an efficient, cost-effective method of processing cash transactions. Therefore, it shall be the policy of the City of Indianola to:

1. Annually adopt a resolution naming depositories for all institutions that can be utilized for deposit accounts.
2. Annually adopt an investment policy for delegating the responsibility of investing cash balances to the appropriate parties and providing guidelines for the investment of funds.
3. Designate the City Treasurer as responsible for the safe custody of all city funds (as per Chapter 19 of the Code of Ordinances).
4. Designate the City Manager as responsible for supervising and directing the official conduct of all officers of the city under the management and control of the City Council, including the City Clerk (as per Chapter 21 of the Code of Ordinances). The City Manager shall implement procedures to delegate fiscal responsibilities while maintaining effective internal controls. As such, the Director of Finance and Administrative Services is designated as the Chief Accounting Officer and has the authority to implement accounting procedures needed to maintain effective internal controls over city funds.
5. Approve all expenditures at meetings open to the public and provide for the publication of the expenditure report (as per Iowa Code). Annually, the City Clerk shall provide for the publication of all actual salaries and wages for all personnel under the management and control of the City Council.
6. Approve a summary report of all receipts by fund at meetings open to the public and provide for the publication of the said report (as per Iowa Code).
7. Annually adopt a Salary Resolution setting compensation rates and benefits for all employees under the management and control of the City Council at the beginning of each fiscal year. Increases in compensation throughout the year shall be approved by simple motion of the City Council.
8. Reconcile the Director of Finance and Administrative Services accounting of deposits, withdrawals, and fund balances as described in the Accounting System Policy to the account balances attested to by the City Treasurer. The City Council shall review and approve the reconciliation report on a monthly basis.

Procedures

The following procedures have been approved by the governing body to implement the Cash Management Policy. As part of these procedures, the City Clerk may segregate duties between or delegate responsibilities to the Deputy City Clerk, Payroll/Utility Billing Clerk, Accounts Payable Clerk, Cashier, and other part-time employees.

Account Maintenance:

1. The Director of Finance and Administrative Services and City Treasurer are the designated officials authorized to sign checks.
2. Bank statements are to be reconciled on a monthly basis by the Accounts Payable Clerk with oversight by the Director of Finance and Administrative Services.
3. Blank checks shall be safeguarded and stored in a vault or other non-public areas not accessible by non-administrative personnel.
4. No checks are to be issued without prior approval by the City Council.

Deposits:

1. The Cashier or designee shall be provided information pertaining to all amounts owed to the City of Indianola.
2. All checks or cash to be deposited shall be delivered to the Cashier or designee as soon as practical from the time collected by any city employee or official. Each department that receives checks or cash shall deliver to the Cashier or designee information showing that amounts actually received balance, within reasonable variance, what was delivered to the Cashier or designee.
3. The Cashier or designee shall provide, and retain a copy of, receipts for all amounts collected.
4. The Cashier or designee shall prepare a daily receipt report totaling all deposits into city accounts. The report shall balance, within reasonable variance, the actual amount deposited for the period covering that report.
5. The Director of Finance and Administrative Services, or designee, shall request funds for projects funded by federal or state awards in accordance with the appropriate rules and regulations. All requests shall be provided to the Cashier for receipt purposes as soon as practical from the time requested. All requests for funds shall be timed in accordance with the actual immediate cash requirement of carrying out the approved project. Requests are not to be made to cover future expenditures, unless explicitly allowed by the appropriate funding authority for that specific project.

Purchasing:

All expenditures by any board, commission, or employee shall be reasonable in nature and necessary to attain the public purposes set forth in the annual budget as adopted by the City Council. In all purchasing decisions, the goal is to use the lowest responsive/responsible supplier using cost and any other factors deemed prudent by the board, commission, or employee. These procedures may be waived during bona-fide emergencies. The following procedures shall apply:

1. Competitive quotes from at least 2 sources shall be sought for all one-time purchases for items or services costing more than \$1,000 for each item or unit of service. For routine purchases, competitive quotes shall be sought at least once every 2 years for items or services costing more than \$1,000 for each item or unit of service. This requirement may be waived when purchasing under an agreement or consortium where competitive quotes have previously been obtained. This requirement may also be waived when purchasing proprietary replacement items or services for which there are no comparable suppliers.
2. Public improvement projects less than \$40,000 shall be procured using semi-formal competitive quotation procedures set forth in Iowa law.
3. Public improvement projects more than \$40,000 but less than \$100,000 shall be procured using informal contracting procedures set forth in Iowa law.
4. Public improvement projects in excess of \$100,000 shall be procured using competitive bidding procedures set forth in Iowa law.
5. Bidding procedures may be waived during bona-fide emergencies with procedures set forth in Iowa law.
6. Mileage rates, vehicle, and travel allowances shall be determined by policies adopted by the City Council.
7. The lowest responsive/responsible quote or bid should be used unless the city's Local Purchase Policy is followed.
8. All contracts must be approved by the City Council unless otherwise approved by a board or commission with such statutory authority.

9. Where authority is granted in the Code of Ordinances, boards and commissions are authorized to approve the purchase of budgeted items by a majority or quorum vote. Documentation of this shall consist of a listing of claims accompanied by the minutes.
10. The City Manager is authorized to purchase budgeted items, non-budgeted items up to \$5,000, and other items as authorized by the City Council and to delegate purchasing authorities as appropriate. As such, each Department Head is authorized to purchase budgeted items, or as otherwise authorized by the City Manager, for the individual fund for which they have supervisory authority. Department Heads are authorized to reasonably substitute individual items from those budgeted but must obtain approval from the City Manager before exceeding total budgeted expenditures for the funds for which they have supervisory authority.
11. Each Department Head or the Director of Finance and Administrative Services shall attest to the authorization to disburse funds to pay for their department's approved purchases (henceforth called a claim). This authorization may be delegated at the discretion of the Department Head. The Director of Finance and Administrative Services shall attest to the claims directly approved by the City Council, any official board or commission action in the absence of any other employee authorized by the official board or commission, and to reimburse the City Manager or any other employee of the city. The City Manager shall attest to the claims to pay for reimbursements to the Director of Finance and Administrative Services.
12. Purchasing of items for projects funded by federal or state grant awards shall be limited to the minimum amounts needed to cover allowable project costs.

Disbursements:

1. All approved claims shall be submitted to the Accounts Payable Clerk or designee as soon as practical from the time received by any city employee or official.
2. The Accounts Payable Clerk or designee shall review all claims for appropriate approval and consistency with policies and procedures prior to processing disbursements.
3. The Accounts Payable Clerk shall provide a report of all non-payroll associated claims to the Director of Finance and Administrative Services, who shall in turn submit it to the City Council for approval.
4. The Payroll/Utility Billing Clerk shall maintain the payroll system in accordance to the Salary Resolution and other policies adopted by the City Council.
5. The Payroll/Utility Billing Clerk shall prepare a bi-weekly payroll and any associated claims for deductions, taxes, or other benefits.
6. The Payroll/Utility Billing Clerk shall provide a report of all payroll-associated claims to the Director of Finance and Administrative Services, who shall in turn submit it to the City Council for approval.
7. Checks shall be approved and signed by the Director of Finance and Administrative Services, or as otherwise authorized by the City Council.
8. The Director of Finance and Administrative Services is expressly authorized to make disbursements using electronic means for the following items:
 - Payment of debt, or interest on debt, previously approved by resolution of the City Council or any authorized board or commission.
 - Payment of payroll-associated claims including voluntary deductions, remittance of taxes, or other benefits as described in resolutions and policies adopted by the City Council.
 - Payment of credit card and bank account fees under agreements previously approved by the City Council.
 - Remittance of sales and use taxes to the State of Iowa.
 - Payment of self-funded health insurance and flex spending claims as approved by a third party administrator under contracts approved by the City Council.

- Payment to settle contracts with specifically identified and scheduled payments previously approved by the City Council.

Adopted by City Council on April 18, 2005; amended August 4, 2008.

Investment Policy

Section 1 -- Scope Of Investment Policy

The Investment Policy of the City of Indianola shall apply to all operating funds, bond proceeds and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of the City of Indianola. This policy also applies to Indianola Police Retirement Funds in excess of the funding of the Municipal Fire and Police Retirement System of Iowa (MFPRSI). Each investment made pursuant to this Investment Policy must be authorized by applicable law and this written Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this investment policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Chapter 12B and 12C.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all of the following:

1. The governing body or officer of the City of Indianola to which the Investment Policy applies.
2. All depository institutions or fiduciaries for public funds of the City of Indianola.
3. The auditor engaged to audit any fund of the City of Indianola.

In addition, a copy of this Investment Policy shall be delivered to every fiduciary or third party assisting with or facilitating investment of the funds of the City of Indianola.

SECTION 2 -- DELEGATION OF AUTHORITY

In accordance with Section 12B.10(1), the responsibility for conducting investment transactions resides with the Treasurer and Finance Director of Indianola. Only the Treasurer and Finance Director and those authorized by ordinance or resolution may invest public funds and a copy of any empowering ordinance or resolution shall be attached to this Investment Policy.

All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds or acting in a fiduciary capacity for the City of Indianola shall require the outside person to notify in writing the Finance Director within thirty days of receipt of all communication from the Auditor of the outside person or any regulatory authority of the existence of a material weakness in internal control structure of the outside person or regulatory orders or sanctions regarding the type of services being provided to the City of Indianola by the outside person.

The records of investment transactions made by or on behalf of the City of Indianola are public records and are the property of the City of Indianola whether in the custody of the Finance Director or in the custody of a fiduciary or other third party.

The Treasurer and Finance Director shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the City of Indianola responsible for elements of the investment process and to address the capability of investment management. The controls shall provide for receipt and review of the audited

financial statement and related report on internal control structure of all outside persons performing any of the following for this public body.

1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for this public body.

A Bank, Savings and Loan Association or Credit Union providing only depository services shall not be required to provide an audited financial statement and related report on internal control structure.

The Treasurer of Indianola and all employees authorized to place investments shall be bonded in the amount of \$25,000.

SECTION 3 -- OBJECTIVE OF INVESTMENT POLICY

The primary objectives, in order of priority, of all investment activities involving the financial assets of the City of Indianola shall be the following:

1. Safety: Safety and preservation of principal in the overall portfolio is the foremost investment objective.
2. Liquidity: Maintaining the necessary liquidity to match expected liabilities is the second investment objective.
3. Return: Obtaining a reasonable return is the third investment objective.

SECTION 4 -- PRUDENCE

The Treasurer of Indianola, when investing or depositing public funds, shall exercise the care, skill, prudence and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section 3 investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of assets of the City of Indianola and the investment objectives stated in Section 3.

SECTION 5 -- INSTRUMENTS ELIGIBLE FOR INVESTMENT

Assets of the City of Indianola may be invested in the following:

- Interest bearing savings accounts, interest bearing money market accounts, and interest bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each bank must be on the most recent Approved Bank List as distributed by the Treasurer of the State of Iowa or as amended as necessary by notice inserted in the monthly mailing by the Rate Setting Committee. Each financial institution shall be properly declared as a depository by the governing body of the City of Indianola. Deposits in any financial institution shall not exceed the maximum approved by the governing body of the City of Indianola.
- Obligations of the United States government, its agencies and instrumentality's.

- Certificates of deposit and other evidences of deposit at federally insured depository institutions approved and secured pursuant to Chapter 12C.
- Iowa Public Agency Investment Trust (IPAIT).
- Prime bankers' acceptance that mature within 180 days of purchase and that are eligible for purchase by a federal reserve bank.
- Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the highest classification, as established by at least one of the standard ratings services approved by the superintendent of banking. If rated by two services, the highest classification in both.
- Repurchase agreements collateralized at no less than 102% and provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentality's and the Finance Director takes delivery of the collateral either directly or through an authorized custodian. Broker/dealer must be of highest rating or bank must be on Approved Bank List discussed earlier in this Policy Section.
- An open-end management investment company registered with the Securities & Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. Section 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7, whose portfolio investments are limited to those instruments individually authorized in Section 5 of this Investment Policy.
- Mortgage Backed Securities that are unleveraged, straight fixed or floating rate and are issued directly by a U.S. Government Agency or securitized by Government Agency sponsored mortgages.
- All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section 7 investment maturity limitations and Section 8 diversification requirements.

SECTION 6 -- PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

DERIVATIVES AND STRUCTURED SECURITIES DEFINED

Financial derivatives are broadly defined as financial instruments which derive their value from the performance of a wide assortment of financial contracts, including structured debt obligations and deposits, swaps, exchange traded futures, exchange traded over the counter options, caps, floors, collars, mortgage backed securities, foreign exchange forwards, tender option bonds, and various combinations thereof.

Assets of the City of Indianola shall not be invested in the following:

1. Any derivative or structured security which does not have a readily available pricing service or broker/dealer quote source.
2. Any derivative or structured security whose duration cannot be modeled effectively.

3. Any derivative or structured security with exposure to the following: borrowing/external leverage, foreign currency, equity, commodity licenses or other non-fixed income instruments.
4. Any other derivative or structured security not specifically named as eligible in Section 5.
5. Reverse repurchase agreements.
6. Futures and options contracts.

Assets of the City of Indianola shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent of fiduciary based upon the performance of the investment assets.
3. If a fiduciary or other third party with custody of public investment transaction records of the City of Indianola fails to produce requested records when requested by this public body within a reasonable time, the City Treasurer shall make no new investment with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.

SECTION 7 -- INVESTMENT MATURITY LIMITATIONS

- Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds which are reasonably expected to be expended during a current budget year or within fifteen months of receipt.
- All investments authorized in Section 5 are further subject to the following investment maturity limitations:
 1. Operating Funds may only be invested in instruments authorized in Section 5 of this Investment Policy that mature within three hundred ninety-seven (397) days.
 2. The Treasurer may invest funds of the City of Indianola that are not identified as Operating funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the City of Indianola shall have maturities that are consistent , with the needs and uses of the City of Indianola.
 3. The diversity of fixed income securities shall match cash flow needs with an absolute effective duration range of 2-5 years.

SECTION 8 -- DIVERSIFICATION

Investments of the City of Indianola are subject to the following diversification requirements:

Prime bankers' acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Indianola shall be invested in prime bankers' acceptances, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Indianola shall be invested in the securities of a single issuer.

Commercial paper or short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the City of Indianola shall be in commercial paper or other short-term corporate debt, and
2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the City of Indianola shall be invested in the securities of a single issuer.

Where possible, it is the policy of the City of Indianola to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.
2. Liquidity practices shall ensure that the next scheduled disbursement is covered through maturing investments, marketable U.S. Treasury bills or cash on hand.
3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

SECTION 9 -- SAFEKEEPING AND CUSTODY

All invested assets of the City of Indianola involving the use of a public funds custodial agreement, as defined in Section 12B.10, shall comply with all rules adopted pursuant to Section 12B.10. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the state of Iowa.

SECTION 10 -- ETHICS AND CONFLICT OF INTEREST

The Treasurer and all officers and employees of the City of Indianola involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions.

SECTION 11 -- REPORTING

The Treasurer shall submit annually an investment report that summarizes recent market conditions and investment strategies employed since the last investment report. The investment report shall set out the current portfolio in terms of maturity, rates of return and other features and summarize all investment transactions that have occurred during the reporting period and compare the investment results with the budgetary expectations. A quarterly review of the portfolio shall be received with the emphasis on

performance, stress test, etc. The City Council may approve exceptions to this policy on a short term basis so long as complete compliance remains the ultimate goal.

SECTION 12 -- INVESTMENT POLICY REVIEW AND AMENDMENT

This Investment Policy shall be reviewed annually or more frequently as appropriate. Notice of amendments to the Investment Policy shall be promptly given to all parties noted in Section 1.

Adopted by City Council on April 20, 1987, amended August 17, 1992;, amended February 18, 1997; amended April 20, 1998; amended April 26, 1999; amended May 7, 2001; amended May 6, 2002; amended May 19, 2003; amended March 15, 2004; amended March 21,2005; amended February 6, 2006; amended February 5, 2007; amended February 4, 2008; amended August 4, 2008; amended February 1, 2010

Local Purchase Policy

Pursuant to Iowa Code Section 23A.3 the Indianola City Council adopts the following policy:

Whenever any department of the City of Indianola purchases good or services from private enterprise, consideration shall be given to purchasing these goods or services from a locally owned business located within the City of Indianola which offers these goods or services if the cost and other considerations are relatively equal.

Adopted by City Council on September 19, 1988.

Mileage Rate Reimbursement

Under current law, the City of Indianola may reimburse city officials and employees using their own vehicles up to the amount allowable under Internal Revenue Services (IRS) rules. Effective January 1, 2002, the City of Indianola shall match the IRS allowable mileage rate.

Adopted by City Council on December 17, 2001.

Payment of Services by Credit Card Policy

The City of Indianola recognizes that accepting credit card payments for citizen services can enhance customer service. The addition of credit card payment as an option allows the City to receive payments on-line, thereby providing citizens with the ability to pay for services at hours most convenient to them. The City also recognizes that the aggregate credit card fees for providing this service can be a substantial amount.

To maximum the customer service objective while maintaining affordable fees, the Council hereby establishes a policy whereas the City of Indianola shall accept credit card payments for residential utility services. Nothing in this policy shall limit credit card payment of non-utility services by commercial or industrial customers when use of this payment option becomes available.

Adopted by City Council on October 7, 2002.

Purchases

The City Council recognizes the importance of approving purchases on a timely basis, which are recommended by the City Manager and included in the departmental operating budget. In addition, the City recognizes the added importance of approving the purchase of such recommendations as efficiently as possible.

A. Staff Approved Purchases:

The City Manager may approve the purchase of items valued at \$10,000 or less which are included in the annual budget adopted by the City Council and do not exceed the amount budgeted.

Any proposed purchases of items in excess of \$10,000 shall be brought to the City Council for approval.

Adopted by City Council on June 8, 1998.

Purchasing Card Policy

1. Purpose

- A. It is the intent of the purchasing card program to provide employees with an effective and efficient method of purchasing, reserving, guaranteeing and paying for specific services and/or purchases.
- B. The program is intended to provide documentation of purchases at the department level.
- C. The use of purchasing cards shall be in compliance with other city policies and procedures. It is the responsibility of each cardholder to comply with these policies.

2. Roles and Responsibilities

- A. The conduct of all City employees shall meet the highest ethical standards, and that standard is a part of the City's purchasing card program. All participants in the program are responsible for conducting themselves in such a way as to exemplify the public trust that they hold.
- B. Program Administrator: The Director of Finance and Administrative Services will act as the Program Administrator. Responsibilities shall include:
 - 1. Handling issues with the card provider and cardholders regarding compliance with program policies.
 - 2. Providing policy and procedure revisions to each Department Head.
 - 3. Recommending appropriate action in the event of unauthorized use of a card.
- C. Payment Administrator: The Director of Finance and Administrative Services will act as the Payment Administrator. Responsibilities shall include:
 - 1. Coordinating the card application process and keeping a record of all cardholders.
 - 2. Coordinating training sessions and keeping a record of those who have completed training.
 - 3. Handling issues with the card provider and cardholders regarding changes in cardholder status.
 - 4. Handling questions concerning payment procedures and transaction reports.
- D. Accounts Payable Clerk: Responsibilities shall include:
 - 1. Processing payments in accordance with the program policies and the contract between the City and the card provider.
 - 2. Reporting all variances from policies and procedures to the Program Administrator.

E. Cardholder: Responsibilities shall include:

1. Knowing and complying with the purchasing card policies and procedures, and ensuring purchases are made in accordance with the City's purchasing policy, including bidding requirements.
2. Ensuring that funds have been properly budgeted and are available to pay for the items and/or services being purchased.
3. Keeping informed about policy and procedure revision information.
4. Verifying that the quantity and quality of the items and/or services purchased are in compliance with the agreement, whether verbal or written, with the vendor.
5. Notifying the vendor, when applicable, that the purchase is tax exempt and ensuring that such taxes are not added to the prices of items and/or services purchased.
6. Reporting any variances from program policies to the Program Administrator.

3. Security

- A. Purchasing cards are the property of the City of Indianola.
- B. It is the responsibility of the cardholder to keep the card in a safe location.
- C. Carrying cards permanently with personal cards is discouraged because of the possibility of its use in place of a personal credit card.
- D. Lost or stolen cards shall be immediately reported to the Payment Administrator.
- E. Cardholders shall return cards to the Payment Administrator when employment with the City is terminated.

4. Included Items

- A. The purchasing card shall only be used for the following types of transactions:
 1. To secure and/or guarantee reservations, registrations, attendance, food, etc. to an approved educational or operational out-of-town event.
 2. To purchase or provide payment for goods or services necessary for operations and only for those goods and services that cannot be acquired through the traditional charge/billing/payment process unless use of the purchasing card will result in financial advantage.

5. Excluded Items

- A. The purchasing card shall not be used for the following types of transactions:
 1. Cash advance.

2. Purchase of alcoholic beverages.
 3. Travel-related expenses related to spouses or other non-covered persons.
 4. Items for personal use that would not be reimbursable by the City.
 5. Video rental, "On Your Honor" bar purchases provided in hotel rooms.
- B. The City purchasing card shall not be used for personal identification or as a personal credit reference.

6. Dollar Limits

- A. Monthly dollar limits will be established at \$3,500 per cardholder.

7. Use of Card and Transaction Records

- A. Receipts and Invoices: An original receipt or invoice from the vendor, or other verifying document must support each purchase transaction.
- B. Internet Transactions: Cardholders shall confirm the security of proposed Internet order sites prior to placement of orders.
- C. Conference, Training, and Travel Transactions: Cardholders shall confirm budget approval prior to using cards for conference, training, or travel purposes.
- D. Telephone Orders: Cardholders shall confirm the security of proposed telephone orders prior to placement of orders.
- E. Pickup/In-Person Orders: Cardholders may use cards in accordance with the policies at places of business accepting the cards.
- F. Cardholder Verification: Each cardholder shall be responsible to verify documentation of each transaction during each billing period.

8. Payment

- A. Signature Authority: The signature of the appropriate Department Head must be included on the request for payment.
- B. The Accounts Payable Clerk will process payments in accordance with the program policies and procedures, and the contract between the City and the card provider.

9. Disputed Charges

- A. It is the responsibility of each cardholder to resolve any discrepancies between the transaction report for his or her card and the transaction receipts.
- B. All Department Heads shall have the authority to resolve disputes. This is intended to ensure timely resolution of disputes.

10. Program Violations

A. Program Violations:

1. Unallowable purchases: The cardholder will provide a written statement of explanation if an unallowable purchase appears on his or her statement or transaction log.
2. Unacceptable Documentation: The cardholder will provide required documentation upon notification to do so by the Payment Administrator.
2. Late Submission of Purchasing Card Reconciliation Documents and/or Failure to Resolve Disputes: Late submissions and/or failure to resolve disputes may result in de-activation of the card.
3. Standards of Conduct Violations: Conduct not complying with City standards will be reported to the Program Administrator. In addition to card revocation, violations may result in disciplinary action up to, and including, termination.
4. Repeated program violations will be reported to the Program Administrator. In addition to temporary de-activation of the card, consequences of violations may include card revocation, payroll deduction for unallowable purchases and expenses that were not reconciled, and/or disciplinary action up to, and including termination.

Adopted by City Council on July 2, 2001; amended May 19, 2008.

Returned Checks

A service charge in the amount of \$30.00 shall be assessed to any customer whose check is returned unpaid by the bank on which it was drawn. If two (2) or more checks are dishonored within a six (6) month period, the City shall require future payments to be by cash, cashiers check, or postal money order.

Adopted by City Council on August 4, 2008.

POLICIES

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Government Access Channel Policy

Policy

The government access channel shall be used by the city to promote the availability of government information to the citizens of Indianola. Government information shall include city, county and school and shall be only administrative in nature such as agendas, schedules, public safety and promotional information for government sponsored programs. Non-administrative information such as social and sporting events may not be placed on the government access channel. However, dates, times and locations of such events may be broadcast.

In addition, information relating to political, commercial, religious or any other non-government nature shall not be permitted. However, information such as election dates, times and locations may be broadcast.

Equipment Location

The equipment will be housed in the old data processing room located in the south council chambers which provides space as well as convenience to the council chambers.

Administrator

The Director of Administrative & Community Services is recommended as the person responsible for overseeing the day-to-day operations of the channel. Duties include scheduling, data entry, and working with personnel, either existing or new part-time, to enter information into the system. The City Manager will be ultimately responsible for the overall operation of the system.

Schedule

The channel will be live/tape broadcast.

Board/Commission Use

Should a board/commission wish to live broadcast their meetings, it will have to be done in the council chambers.

Adopted by City Council on January 16, 1995.

Infiltration and Inflow Policy

The Iowa Department of Natural Resources mandated the City of Indianola to study and repair the sanitary sewer collection system (Public and Private Sewers) to eliminate sanitary sewer overflows within a 3-year period. The mandate creates an urgency to remove Inflow and Infiltration (I&I) from the sanitary sewer system by December 31, 2013.

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

I&I is the invasion of storm water into the sanitary sewer system from broken, cracked or misaligned mains, leaking manholes or manholes that have water flowing over their covers. Other sources of I&I include private (resident and business) services that are cracked or broken and storm water connections from sump pits and roof drains into sanitary sewers. The latter has been illegal since the adoption of Ordinance No. 27-103 in 1979.

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

1. The city shall perform a study to locate I&I using sewer department staff and an engineering firm. It shall be conducted on an area-by-area basis with anticipated city-wide completion of Phases I thru IV, as outlined in the Administrative Consent Order, on or before **Dec. 31, 2013.**
2. Public sewers and manholes with I&I shall be repaired using sewer revenue including fees and grants etc. designated by the city council.
3. Private sources of I&I are the responsibility of property owners and shall be repaired or removed in the following manner:

ACCESS TO PRIVATE SERVICE ref. Ord. 95.07 Right of Entry

Should the property owner deny access to the property for I&I testing and/ or inspection, the City of Indianola will consider the property non-compliant with the City of Indianola I&I program. A letter notifying the owner of non-compliance will be sent and the property owner will be given 30 days to respond or a \$50.00 per month fee shall be applied to the utility bill until inspection or testing can confirm compliance. If the owner has failed to allow access after a 90-day period of time, the monthly fee will increase to \$70.00 until inspection or testing can confirm compliance.

CONNECTION OR LEAKING SERVICE TO SEWER

Upon written notification from the City (regular first class mail) I&I flowing into the sanitary sewer from an illegal connection (does not include sump pump), the property owner shall have a period of **90 days to abate the problem.** Those owners that perform the proper repairs or retain a contractor to make the repairs within 90 days of notification or less shall be eligible for one of the following finance options:

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

OR:

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

Example:

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

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

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

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

CONNECTION (SUMP PUMP)

Upon written notification from the City (regular first class mail) of sump pumps illegally hooked into a sanitary sewer, the property owner shall have a period of 30 days to remove all methods/systems of connection.

For those property owners who opt not to disconnect a sump pump from the sanitary sewer after the 30-day period, a \$70.00 per month fee shall be applied to the utility bill until the disconnection has been performed.

Within two years the owner shall have made the disconnection. If the owner has failed to repair the illegal connection the City will seek to enforce this policy using all lawful

means, including but not limited to the prosecution of a municipal infraction which could result in a civil penalty, court cost, and / or a court order requiring that repairs be made within a certain time period.

No financing options are available for this repair.

Inspection by city staff both prior to and after repairs shall be necessary.

UNDUE HARDSHIP

For those property owners who can show undue hardship resulting from repairs, the fee may remain at \$50.00 if approved by the city council.

The property owner shall make arrangements with the City of Indianola for undue hardships and will be handled on a case-by-case basis.

Reference of City Ordinances:

95.07 Right of Entry
97.01 Storm Water
97.05 Restricted Discharge Powers
99.05 User Charges

Reference of City Ordinances:

95.07 Right of Entry
97.01 Storm Water
97.05 Restricted Discharge Powers
99.05 User Charges

Adopted by City Council on November 17, 1986; amended September 5, 1995; amended June 15, 1998; amended September 5, 2006; amended July 16, 2007; amended June 2, 2008, amended 201, amended 2013

Policy for Banners in the Public Right-of-Way

Applicability Any banners erected in the public right-of-way in the City of Indianola shall adhere to this established policy. This policy does not apply to banners that are not in the public right-of-way. The Sign Regulations of the Zoning Ordinance shall apply for such banners.

Application Form Applicants for banners in the public right-of-way shall use the Banner application form available at the Community Development Department located at 110 North 1st Street. Banner design, including color depiction, exact dimensions, content, colors, locations, duration of event, applicant information and insurance shall be required as part of any banner permit application.

<u>Banner Zones and Number of Poles</u>	<u># of Poles</u>	<u>Minimum # of Banners</u>
Zone 1 – North Buxton from Ashland to West Clinton West Ashland from Buxton to North C Street	13	10
Zone 2 – North Howard from Ashland to East Clinton East Ashland from North Howard to Hwy 65/69	10	8
Zone 3 – South Buxton from Salem to Hwy 92 West Salem from Buxton to South C Street	11	9
Zone 4 – East Salem from South Howard to Hwy 65/69 South Howard from Salem to Hwy 92	11	9
Zone 5 – Square/downtown area	28	20
Zone 6 – Highway 65/69 – Number and location approved by City Council.		
Zone 7 – Highway 92 – Number and location approved by City Council.		

Other Zones Applicants for banner locations outside the banner zones listed above will be considered on an individual basis after review and recommendation by city staff and the approval of the City Council.

Application Fee A \$25.00 application fee plus \$2.00 per banner is required for those banners installed within Zones 1 – 2 – 3 – 4 and Private Non-Profit banners located in any zone. The Community Development Director shall waive the fee if no sponsorship is placed on the banner.

Number of Banners Minimum number of metal light poles as listed in each zone must have the same banner and the banners must utilize the minimum number of banners listed for the zone in which they are installed. No more than one banner per pole.
*Exception: Zones 6 and 7, approval of specific number and location of banners along Highway 65/69 and Highway 92 will be required by City Council.

Minimum number of banners must be distributed uniformly within the zone.

<u>Banner Construction</u>	Pole banners must not be larger than 30"x 94" and should be made out of a canvas or nylon material. Supports shall match existing pole color unless otherwise approved.
<u>Banner Installation</u>	All hardware used to support each banner shall be approved and installed by Indianola Municipal Utilities. All costs associated with the installation and removal shall be the responsibility of the applicant. Permit holder is responsible for coordinating installation and removal of banners with Indianola Municipal Utilities.
<u>Length of Use By Type of Banner</u>	<i>Business or Institution: Allowed in Zones 1 – 2 – 3 – 4</i> (company anniversary event, college welcoming, etc.) 3-month maximum per calendar year per banner with at least 30 days separating such 3-month periods. <i>Community Wide Event: Allowed in ALL Zones</i> (seasons, holiday shopping, etc.) 3 months maximum per calendar year per banner with at least 30 days separating such 3-month periods. <i>Community Special Event: Allowed in ALL Zones</i> (The National Balloon events, Log Cabin days, Dickens, etc.) One month maximum prior to each event. Banner must be removed within 7 days after event. <i>Private Non-Profit Special Event: Allowed in ALL Zones</i> (The National Balloon Classic, Opera Festival and similar events) One month maximum prior to each event. Banners must be removed within 7 days after event.
<u>Insurance</u>	Permit applicant must file proof of insurance and must sign a hold harmless agreement. These documents must be submitted before sign permit application for banners in public right-of-way will be approved.
<u>Maintenance of Banners</u>	Upon receipt of any call regarding problems with banners, corrective action within 24 hours of notification to the banner sponsor's contact person will be required. The City of Indianola reserves the right to immediately have the banner removed and revoke the banner permit. Any cost for the removal of banners by IMU will be charged to the organization holding the permit. <i>In all cases, the applicant is responsible for cost of installation and maintenance of the banners.</i>
<u>Administration</u>	These policies and procedures are administered by the Community Development Director.
<u>Banner Reservations</u>	Banner space will be allocated on a first-come, first-served basis, with conflicts resolved according to the prioritization standards.

Prioritization

- (1) Decorative non-event specific
- (2) Major Multi-day events with community involvement.
- (3) Community promotions and events.

Banner Content
and Design

The content and design must comply with the following:

- (1) Celebrates and/or promotes the Indianola community or is event specific.
- (2) Be non-offensive.
- (3) Sponsorship recognition will be allowed in the bottom 15%. In Zones 1 –2 –3 –4 ONLY.
- (4) Banner design must be submitted to the Community Development Director for compliance with above criteria.

Availability

Open to all citizens of Indianola, to established institutional or non-profit organizations (example churches, colleges, etc.) within the community and to Indianola organizations carrying out events within the community. The foregoing requirements and guidelines must be followed by all banner users. Corporate banners recognizing company anniversary events or special recognition may be permitted subject to all the above design and location criteria.

Exemption

The City Council may approve any banner design, content or location for a person not to exceed 1 year.

Adopted by City Council on February 18, 2003; amended June 2, 2003; amended August 4, 2008.

Revolving Loan Fund Program Policy

The purpose of this policy is to provide broad direction for the implementation of a Revolving Loan Fund by the City of Indianola.

Geographic Area

Benefited entities shall be limited to an area described in the Urban Renewal Plan for the Original Downtown Urban Renewal Area on file in the City Clerk's office.

Purpose

The program's purpose is to assist building/landowners in the retrofit, renovation, or new construction of properties or second story housing development, within the designated area to provide: new retail service, housing projects; to combat urban blight; and to provide employment opportunities in the City of Indianola.

Program Methods

The assistance provided to the building/business owner will come in the form of direct, zero interest loans, of up to 25% of the project cost or \$10,000, whichever is less. The Council reserves the right to approve projects for more than \$10,000 if they provide broader economic benefits to the community and are recommended by the Director of Finance and Administrative Services.

Eligibility Criteria

The Director of Finance and Administrative Services shall establish objective eligibility criteria, funding priorities, and program requirements that meet local, state, federal, and grant funding requirements as applicable. The Director of Finance and Administrative Services shall maintain proper documentation of these procedures on file in the City Clerk's office. Exceptions to the eligibility criteria for projects approved by the Director of Finance and Administrative Services using his/her own guidelines shall be disclosed to the City Council.

Implementation

The Director of Finance and Administrative Services shall provide recommendations to the City Council under this program on applications it approves for funding.

Disbursements under this program shall be submitted to the City Clerk's Office for council consideration using existing policies and procedures.

Adopted by City Council on August 6, 2001; amended August 4, 2008.

Roadside Trail Development Policy

Where trails will double as sidewalks as per the City Parks and Trails Master Plan along designated Green Streets or where Roadside Trails are designated, the developer, prior to or at the time adjacent houses are constructed, shall install an 8 ft or 10 ft wide concrete trail (whichever is required) instead of 4 ft wide, with the city paying the width difference greater than 4 ft.

Installation: must follow city specifications

Maintenance: 50% owner-50% city (8 ft wide), 40% owner-60% city (10 ft wide)

The city will determine when a repair or replacement is needed, notify the property owner and hire a contractor to perform the work. The city shall pay the contractor and bill the property owner for 40% or 50% of the cost, depending on the trail width.

Snow Removal: The property owner shall be responsible for snow removal to a width of 4 feet.

Adopted by City Council on September 9, 2006.

Sidewalk Agreements

Staff has the authority to enter into sidewalk agreements with square businesses, which will include the following:

- Hold harmless agreement
- City as a “name insured” on a \$1,000,000 (where no liquor license is involved)
- 50 cents per square foot of occupied space
- Term agreed to annually

Any agreements that are “outside” the conditions above will be brought to council for consideration.

Adopted by City Council on June 21, 2004.

TIF Program Policy

The purpose of this policy is to provide guidance regarding the use of Tax Increment Financing (TIF) to enhance economic development in the City of Indianola (the City). This policy does not replace project area objectives or types of renewal activities listed in any Urban Renewal Plan. Nothing within this policy requires the City of Indianola to provide funding for any project, regardless of that project's ability to meet eligibility guidelines. Any project making application for TIF funds must be located in a designated TIF district and is subject to the particulars of the respective Urban Renewal Plan applicable for said TIF district.

Goal

The goal of Indianola's Tax Increment Finance (TIF) program is to effectively encourage economic development, enhance industrial and non-retail commercial property tax base, create high-quality employment opportunities, and attract businesses that contribute to the general well-being and quality of life of Indianola's residents.

Uses of Funds

- Construction and repair of public infrastructure. TIF funds may be used to retire debt and pay interest for these projects until development occurs or until assessments and connection fees are paid.
- Direct assistance to pay assessments or connection fees for properties whose uses meet eligibility criteria. Properties that do not meet the criteria shall be required to pay assessments or connection fees, even if TIF is used to finance others within the same project.
- Direct assistance to businesses or property owners in the form of rebates, grants or loans for non-infrastructure uses. Loans may be interest bearing, zero-interest, or forgivable based on performance targets.
- To purchase or expand land ownership in partnership with the Indianola Development Association and any public/private partnership project that serves a public purpose compatible with the project objectives of a particular Urban Renewal Plan.
- Any other lawful use as listed in the Urban Renewal Plan on file in the City Clerk's Office for any particular area.

Property Use Eligibility Criteria

- Properties owned by public entities that enhance the quality of life in Indianola, serve a public purpose, and stimulate economic development.
- Properties owned by the Indianola Development Association or any public/private partnership that serves a public purpose compatible with the project objectives of a particular Urban Renewal Plan.
- Properties with any proposed industrial usage.
- Properties with proposed commercial office or retail usage with combined taxable valuation of all lots that exceeds \$10 million.
- Properties with proposed retail development with a taxable valuation under \$10 million and all residential development properties are explicitly excluded from receiving TIF program funds.

Project Eligibility Criteria

The following project characteristics shall be the primary factors in considering project eligibility:

1. Improves the development viability of an eligible property and will likely meet at least 3 other project criteria within 5 years of funding.
2. Increases the taxable value of an eligible property within 2 years of funding.
3. Creates or retains quality employment opportunities within Indianola.
4. Is compatible with the community and surrounding properties.

5. Does not cause undue stress on City services or public infrastructure.
6. Does not create an unfair advantage for the property owner over existing property owners in the community.
7. Property owners or developers waive other forms of property tax abatement, exemptions, or incentives allowed by law, however nothing precludes the City from rebating property taxes paid.
8. Property owners or developers agree to minimum assessed values, construction timetables, and other criteria to be contained in a development agreement.
9. Property owners or developers shall construct public infrastructure necessary to serve the project in accordance with City specifications, and upon completion, dedicate such to the City.

Where applicable, assistance to private entities shall be based on criteria outlined in Iowa Code Chapter 15A, including, but not limited to the number and pay scale of projected new jobs and the amount of property tax base to be created. Pay scale shall be determined by the percentage of median income for Warren County. Other compensation criteria, such as benefits paid, may also be considered.

Project Priorities

1. Public infrastructure improvements adjacent to undeveloped property or proposed redevelopment.
2. Lending at low or zero-interest rates where local funds are used to match other public and private economic development incentives. Preference will be given to projects that expand existing businesses.
3. Direct assistance in the form of grants, rebates, or forgivable loans where local funds are used to match other public and private economic development incentives.
4. Lending or direct assistance without local funds matching other economic development incentives.

Application Procedure

- Application forms are available in the Community Development Office at City Hall, 110 N. First Street.
- Applications shall be submitted as soon as possible to the Community Development Office and, at a minimum, prior to the submittal of a site plan.
- The application shall be reviewed by the City Manager for completeness.
- The City Manager shall forward the application, with a recommendation for approval or denial, to the City Council for its consideration of the application.
- If the application is approved by the City Council, the City Manager shall prepare a Development Agreement, which shall contain the necessary financial and legal considerations. The cost to prepare the Developer Agreement shall be paid for by the applicant, including any outside counsel retained by the City for purposes of negotiating, drafting, approving or executing said Agreement.
- Once the Development Agreement is negotiated between the Applicant and the City Manager, the City Council will conduct a public hearing and take action on the agreement. The City Council must find that a bona fide public purpose will reasonably be accomplished by the project.

City of Indianola
TIF Program Application

This application must be completed for any project that requests financial assistance from the City of Indianola using the Tax Increment Financing Program. Please use additional or attached sheets to provide any information requested in this application.

Applicant Name: _____
Mailing Address: _____

Telephone# _____
FAX# _____
E-mail address _____

Property Use

- | | |
|---|---|
| ☐ Public entity | ☐ Proposed industrial use |
| ☐ Indianola Development Corp. | ☐ Commercial office in excess of \$10M |
| ☐ Other public/private partnership | ☐ Other eligible use |

Zoning classification: _____

Project Description

Description of the project (Physical location, building square feet, unique architectural aspects, etc.):

Description of employment (use attached sheets if necessary):

- | | | |
|--|-------|-----------------------|
| ☐ New jobs | _____ | Average wages \$_____ |
| ☐ Existing jobs | _____ | Average wages \$_____ |

Note: Projects that simply relocate jobs from another part of the city or state may not be eligible unless they significantly expand new jobs or retain current jobs from moving out of state.

Other information (types of employment, benefits, etc.):

Dollar value of property improvements to be constructed: \$_____

Description of compatibility with the community and surrounding properties:

Description of uses of public infrastructure or municipal services (utilities, special public safety considerations:

FOR CITY USE ONLY:

Received by the City: _____

Reviewed by the City Manager: _____

Referred to City Council for Action: _____(YES) _____(NO)

Signed: _____
(City Manager)

Date: _____

Adopted by City Council on January 16, 2007; amended August 4, 2008.

Web Site Privacy Statement & Disclaimer

The City of Indianola (City) and Indianola Municipal Utilities (IMU) provide web sites, including cityofindianola.com and i-m-u.com, as a public service. Please note that visitors to these sites are responsible for checking the accuracy, completeness, currency and/or suitability of all information. The following information outlines the collection and protection standards used by the City and IMU on these sites. This information is provided for informative purposes only and is not meant to be a contract of any type, either express or implied, and should not be treated as such by site visitors. The information provided in this statement and disclaimer may change at any time, without prior notice to any visitor.

Access to Information:

- Access to personally identifiable information in public records for municipalities is determined primarily by Chapter 22 *Examination of Public Records (Open Records)* of the Code of Iowa. Records generally available under Chapter 22, and not otherwise designated as confidential elsewhere in the Iowa Code or under federal statutes, are considered public information and can be made available upon request. Information that visitors to this web site provide has no greater, or less, privacy protection than similar information provided to this municipality by other means.
- Any public information furnished by a visitor to this site, for any reason, may be filed and maintained by the municipality for its own use in performing statistical analysis, improving its service delivery system, or responding to a request for service or information. Information deemed as confidential may be retained for the city's or IMU's own use. The City and IMU do not sell visitor's information to any outside company or organization. Visitors should be aware that the collection of personal information requested from or volunteered by children will be treated in the same manner as information given by an adult and may be subject to access by the public under Iowa law.

Collection of Information:

- The City and IMU may automatically collect specific and non-personal information about each visitor to its web sites. This information may include Internet Protocol (IP) addresses, type of browser used, the date and time of the visit, the services accessed, and the IP addresses of the locations to which the visitor linked during their visit to these web sites. This information is strictly used for site maintenance purposes, but may be considered public information. The portion of a record request that contains an internet protocol number which identifies the computer from which a person requests an official record is considered confidential under Chapter 22 of the Code of Iowa.
- The City and IMU contracts with third parties to provide certain services. Data collected on these sites is owned by the City and IMU and is subject to the same privacy protections and constraints under applicable Iowa law and federal statutes as if it were collected on City and IMU sites.

Security of Information:

- City, IMU, and sites providing services to the City and IMU by third parties meet accepted standards of security for transactions that may involve payment of funds, including the use of encryption and SSL services.
- Credit card numbers are not electronically stored on-line by the City or IMU longer than is required for verification and completion of the subject transaction. However, neither the City nor IMU are responsible for credit card numbers or information retained by third parties and do not warrant the security of such data retained by any third party.

Information Content:

- The City and IMU specifically disclaim any and all liability for any claims or damages that may result from providing information or transactional capabilities on its web sites, including sites maintained by third parties. The inclusion of links to or from any site does not imply endorsement by the City or IMU. The City and IMU makes no effort to independently verify, and does not exert editorial control over, information on pages outside of its own sites. The responsibility for content rests with the organizations providing the information.
- The City and IMU do not endorse any products, services, vendors, consultants, or documentation referenced in the content on its web sites. Any mention of products, services, vendors, and consultants is for informational purposes only.
- The City and IMU makes no representations, guarantees, or warranties as to the accuracy, completeness, currency, or suitability of the information provided via these web sites. Any person or entity that relies on any information obtained from these sites does so at his or her own risk.

Adopted by City Council on October 7, 2002.

STREETS, ALLEYS, AND PARKING LOTS

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Addresses on Street Curbs

Establishes a policy, which permits house numbers to be painted on street curbs at the residents' option and expense.

Adopted by City Council on August 5, 1985.

Alleys and Streets – Sale Of

Whereas the City Council of the City of Indianola, Iowa is desirous of setting a consistent and uniform policy in the pricing of streets and alleys offered for sale, the following be adopted as the policy of the City Council of the City of Indianola relative to the sale of streets and alleys:

1. It shall be Council policy that before a request to vacate and sell an alley be presented to the Council, that all the adjacent property owners and the property owners that abut the extension of the proposed vacated alley prior to the alley crossing a designated city street, must sign that they are in agreement on the sale of the alley and the division thereof. All other property owners within the block shall be notified.
2. That such utility easements be retained over any street or alley sold by the City of Indianola as the City Manager may, in his opinion, determine as advisable and reasonably necessary under the existing circumstances.
3. That the standard price of \$200.00 for an entire alley one-half block in length be set for each portion of an alley sold except for areas within two blocks of the city square or one block of 65/69 and 92 where a price of \$400.00 for an entire alley one-half block in length is hereby set.
4. That it be adopted as a standard general policy that alleys be divided between the lots which are adjacent to it, and that parties owning the adjacent lots be notified in the event that an alley is going to be sold.
5. That a price of \$500.00 for a street one-half block in length is hereby set.
6. That the purpose of this policy is to set a minimum, and in effect a standard price for alleys and streets offered for sale by the City of Indianola, Iowa. It is not, however, the intent of this policy statement to set a maximum price in the event that on a Notice of Sale there is more than one interested buyer and said parties are willing to bid against each other in excess of the price set by this policy statement. In the event that more than one party is interested, the street or alley shall be sold to the highest bidder as provided by law.
7. The purchaser shall, in addition to the prices set forth above, pay the necessary publication costs and legal fees incurred incidental to the sale.
8. Prospective purchasers shall deposit the amount of their bid with the City Clerk at the time of their request, which deposit shall be refunded in the event the sale is not approved by the Council.

Adopted by City Council on October 19, 1981.

Alley Policy

The City Council recognizes it is of mutual interest to property owners and the City to vacate and sell unused alleys to property owners. The Council from time to time may allow property owners to obtain unused or low-use alleys from the City for a purchase price of \$1.00 plus costs which shall include but are not limited to publication, attorney, recording and survey fees. Alleys sold by the City must be unused or low use and have unanimous approval of property owners abutting the alley to be sold.

Adopted by City Council on May 18, 1987; amended August 4, 2008.

Alleys – Hard Surfacing

The City will pay one-third the cost of constructing a hard-surfaced alley. All in-kind service and/or labor by the City will not be included in the City's 1/3 allocation. In order for the City to participate in the construction, the alley will be constructed in accordance with City specifications.

Adopted by City Council on April 3, 1981.

Alley Maintenance

Hard-Surfaced Alleys

The City of Indianola will provide maintenance on hard-surfaced alleys. This includes, but is not limited to, patching holes, plowing snow and sweeping the alleys. Major maintenance is not included as part of this policy and the cost incurred in such a project may be assessed to property owners.

Major maintenance of hard-surfaced alleys shall be defined but not restrictedly limited to asphalt or concrete overlays over large sections of the hard surface or reconstructing a large section of the hard-surfaced alley.

Exception: The above section shall not apply to the alleys within one block of the square. For these alleys, given their commercial and therefore public use, the mayor and council may opt to improve them at the city's expense. Improvement for this section shall only include asphalt overlays.

Rocked Alleys

The City of Indianola will grade and plow snow on rocked surfaced alleys upon request. Additional rock will be added on a minimal basis to existing maintained rocked alleys or future constructed rocked alleys. This rocking by the City is not to be construed to construct or reconstruct non-surfaced alleys but only to maintain rocked surfaced alleys. Any cost incurred for construction or major reconstruction of rocked alleys should be borne by the property owners.

Major construction or reconstruction of rocked alleys shall be defined but not strictly limited to the addition of rock or other road building materials on a major portion of an alley or removing old material and replacing it with rock or other road building materials.

If a dispute between property owners occurs due to the City's maintenance of an alley, the City reserves the right to ask the person who requested the maintenance to obtain signatures of the majority of the abutting

property owners on the alley and/or the majority of ownership, per running foot, on the alley before the City will continue to maintain the alley.

Adopted by City Council on April 3, 1981.

Dirt Alleys

Dirt traveled alleys will be graded and snow plowed upon request. Rock or other road building materials will not be added to dirt alleys by the City.

If a dispute between property owners occurs due to the City's grading of an alley, the City reserves the right to ask the person who requested the grading to obtain signatures of the majority of the abutting property owners on the alley and/or the majority of ownership, per running foot, on the alley before the City will continue to grade the alley.

Adopted by City Council on April 3, 1981.

Calcium Chloride (Dust Control)

The City will pay for one application of calcium chloride (dust control).

Adopted by City Council on April 16, 2001.

Parking Lot Maintenance

City policy on maintaining parking lots is that the City owned or properly leased parking lots shall be surfaced and maintained, as needed under the supervision of the City Manager.

Adopted by City Council on August 1, 1977.

STREET CONSTRUCTION

• Asphalt Overlays	61
• Concrete Street Replacement	61
• Non-TEA-21 Streets	62
• TEA-21 Streets	62
• Streets Funded by Alternative Revenue Sources	62
• Sidewalk Installation	63

Asphalt Overlays

The City Council on paved streets shall assess 100% of the overlay project costs. Assessments shall not include: 1) engineering; 2) curb repairs and replacement and; 3) repairs to the street prior to the overlay.

For streets that potentially have an additional 20 years of life based on limited structural deterioration, the engineer shall prepare a cost estimate for rehabilitation. This includes replacement of excessively cracked panels, replacement of deteriorated curbs, placements of asphalt overlays or other repairs necessary to improve the streets appearance to substantially the same standard as required in new subdivisions.

In addition, for those property owners who pay their assessment within 30 days of adoption of the final assessment schedule, no default fee shall be charged.

Adopted by City Council on May 17, 1993

Concrete Street Replacement

The following policy shall be used for replacing existing concrete streets. The council's vision centered on minimizing neighborhood deterioration as well as possible segregation of the community into high and low income housing areas.

Factors for consideration include:

- A. Approximate Age of Original P.C.C. - The basis of a concrete street replacement policy shall be that all streets which reach 70 years of age may be replaced unless engineering investigations show above average performance by the street pavement. Streets that show excessive deterioration before reaching 70 years of age may also be subject to replacement.

The above time line approach will allow the City Council and residents adequate time to plan for the financial impact of a street replacement program.

- B. Arterial/Collector Streets - Arterial and collector streets require a higher level of maintenance since they attract through traffic and are intended to be used more than neighborhood streets. The timing of replacement for these streets will depend on the amount of damage sustained from truck traffic and funding availability from state and federal programs. These streets will be reviewed periodically and property owners will pay a reduced special assessment which is consistent with the ISTEA Street Replacement Policy.
- C. Engineer's Recommendation - Evaluating and rating of streets by an engineer shall include but not be limited to use of core samples for determining thickness and structural strength. In addition, the general condition of the street including curb defects, types and frequency of cracks, formation of potholes, pavement irregularity and lack of storm drainage shall be reviewed. The engineers' recommendation shall be a key factor in street replacement.

Adopted by City Council on March 6, 1995.

Non-TEA-21 Streets

The City Council on non-paved streets will assess all eligible construction costs up to 31' B to B to the property owners. The assessment will be based on the benefited area.

Exception: The City Council may at it's option based on undue hardship as a result of the assessment, pay 50% of the paving for streets that are one block in length or less and that lie between two existing concrete paved streets.

On paved (hard surfaced) streets, the City Council will assess 0% of the eligible construction costs up to 25' B to B to residential, commercial, industrial and non-profit organizations.

Adopted by City Council on January 15, 2001.

Amended by City Council on March 5, 2012

TEA-21 Streets

The City Council on non-paved streets constructed with TEA-21 funds will assess all eligible costs that are not funded by the TEA-21 grant.

For streets that have been previously paved (hard surfaced), the city shall assess 0% of all eligible costs not funded by TEA-21 to the residential, commercial, industrial and non-profit property owners.

Adopted by City Council on January 15, 2001.

Streets Funded by Alternative Revenue Sources

On a case by case basis, the City will decide how much each property will be assessed.

Sidewalk Installation

When concrete streets are replaced, sidewalks shall also be installed where none currently exist and the lot is developed. The walks shall be installed as part of the street project.

The cost of material and labor shall be borne by the property owner. However, unique costs related to severe grade, tree and utility removal shall be borne by the city as part of the reconstruction project.

Adopted by City Council on April 17, 1995.

MISCELLANEOUS

• Animal Control	65
• City Policy on Lobbying	65-66
• City-Wide Clean Up	66
• Claims	66
• Dangerous & Dilapidated Program	67
• Permit Fees For Local Government Entities	68
• Rezoning	69
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• Use of North Council Chambers	73
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Animal Control

The purpose of this policy is to aid the general public in dealing with problems that result from the intrusion of wild animals into residential and commercial areas.

The city council authorizes the City Manager, or his designee, to pay the costs for wild animal control occurring in the city limits on either public or private property under the following conditions:

1. The contractor is required to be experienced in the capture and handling of wild animals.
2. The fee is based on a per animal basis.
3. The property owner is responsible for arranging the work with the contractor
4. The contractor provides the city a per animal quote and, where applicable, other anticipated cost information, prior to engaging work on behalf of the customer
5. The contractor provides the city an invoice for 50% of the cost complete with the name and address of the customer and a description of the wild animals captured
6. Fees are reimbursed only after the wild animal(s) is/are successfully captured.

The following implementation guidelines apply to this policy:

1. Wild animals include, but are not limited to skunks, raccoons, opossums, and squirrels. This policy shall also apply for the capture and prevention of nesting locations for bats. Fees for domestic animal control shall not be authorized.
2. Payments for the city's share shall be made solely to the contractor and not to the property owner.
3. No contractor shall be reimbursed for the capture of more than 6 animals from work at a single property within any 90-day period.
4. The maximum reimbursement amount set for skunks, raccoons, opossums, and squirrels is:

1 animal	\$20
Multiple animals at 1 trapping	\$15 each
5. The maximum amount of bat nuisance abatement and prevention shall be \$200 for each individual claim.

Adopted by City Council on August 1, 1994; amended March 20, 2006.

City Policy on Lobbying

The "official position" of every city official or employee as well as the "official position" of the City of Indianola, for purposes of encouraging the passage, defeat or modification of any state legislation or any state regulation or influencing the decision of any state officials, or for any other purposes, can only be established by a motion, resolution or ordinance duly adopted by the City Council of the City of Indianola, Iowa. No such "official position" exists in the absence of such motion, resolution, or ordinance establishing such "official position", and no city official or employee is authorized or empowered to represent or express any such "official position" on behalf of the City of Indianola.

No city official or employee is paid compensation for the purpose of lobbying or is authorized to act as a lobbyist on behalf of the City of Indianola.

In the absence of a motion, resolution or ordinance specifically authorizing and empowering a city official or employee to the contrary, every city official and employee having any contact with any state representative, senator, executive branch employee or officer, or any state agency employee or officer (“state officials”), shall immediately state the disclaimer found below before making any other statement unless (a) the contact is initiated, conducted and concluded by the state official exclusively for the purpose of obtaining purely factual non-confidential objective information or data about the city, or (b) the contact is initiated, conducted and concluded by the city official or employee exclusively for the purpose of obtaining purely factual non-confidential objective information or data about the state, or (c) the contact is limited to the city official’s or employee’s formal appearance to give testimony, or (d) the contact involves a lawyer licensed to practice law in the State of Iowa representing the city before any agency or in a contested case.

The disclaimer mentioned above shall consist of the following statement: “The Indianola City Council has not established an ‘official position’ on this matter either for myself, my officer, or the City. I am not compensated or authorized to lobby on behalf of the City of Indianola on this matter. Accordingly, any views or opinions I may express are my own alone as a private citizen and are not intended to reflect the ‘official position’ of the City of Indianola or of my office or position with the City of Indianola.” Upon the stating of this disclaimer, it shall be conclusively presumed that the city official or employee is exercising his or her own right to free speech and the right to petition his or her government.

Adopted by City Council on January 4, 1993.

City-Wide Clean Up

Policy for the annual City clean-up will be:

1. All large items, such as sofas, mattresses, etc. will be picked up on the residents recycling day. Appliances, such as stoves, refrigerators, furnaces, etc., will be picked up free of charge on designated days of the week.
2. Items that are bulky, such as swing sets, should be cut up or dismantled into smaller pieces.
3. The spring leaf and organic yard waste disposal program will be available free of charge (on designated days of the week) at the Indianola Brush Facility only. Fees will still apply for brush which is anything that is ½ inch or more in diameter. Items may be loose or in paper bags only.
4. Also there is a household hazardous waste and e-cycling collection at the Brush Facility – fees will apply to the e-cycling collection.
5. The City will not pick up trash or other items in trash containers, boxes or trash bags that the garbage haulers normally pick up.

Amended by City Council on April 18, 1983; amended on March 17, 2003; amended August 4, 2008.

Claims

It shall be Council policy that Board claims be approved by a majority or quorum of the Board prior to submission to the Council for payment. Documentation of this shall consist of a listing of claims accompanied by the minutes.

Approved by City Council on December 20, 1976; amended August 4, 2008.

Dangerous & Dilapidated Program

The D&D Committee shall establish a priority list (using the criteria below) designating properties for potential acquisition. Highways shall be the first priority.

The Community Development Director with cooperation of the City Attorney shall be responsible for negotiating and purchasing said properties.

All purchase agreements shall be approved by City Council.

CRITERIA

All properties purchased shall be vacant.

All purchases shall be voluntary and condemnation shall not be used.

Properties shall be purchased for a price at or below the Warren County Assessor's valuation. Special circumstances may be considered to allow a higher price.

Properties purchased should have a reasonable (ten years or less) net (purchase plus improvements minus re-sale) return on investment (increased value over existing) when considering city, county and school tax revenue. Exception: If the property is used for "affordable" housing, the reasonable return on investment may extend to 15 years or waived completely.

Adopted by City Council on July 18, 2000; amended August 21, 2008.

Permit Fees For Local Government Entities

Effective July 1, 1998, the city shall not charge any related building permit fees to the Indianola Community Schools or Warren County. Fees include building, plumbing, electric, water, sewer, driveway, sign, etc.

This policy shall be reviewed periodically to determine significant percentage changes and shall be adjusted accordingly and approved by council.

Updated September 21, 1998.

Rezoning

Notice of the Planning & Zoning Commission meeting shall be mailed by first class mail ten days prior to the meeting to all property owners within 200 feet of a proposed rezoning.

Adopted by City Council on April 2, 1984.

Excessive Sewer Policy

The purpose of this policy is to provide the City Manager, or his designee, with the authority to issue credits to utility accounts with bona-fide excessive sewer usage in amounts up to \$500 based on the following criteria:

- Water was metered
- Municipal employees verify evidence that water did not directly enter into the sewer system
- The metered water that did not enter into the sewer system was due to extraordinary circumstances beyond the utility account holder's control

Amounts in excess of \$500, and denials of credit by the City Manager, may be considered by the City Council.

Sewer Policy Statement

Purpose

The purpose of this policy is to provide for the implementation of Chapter 99.04 of the Code Of Ordinances pertaining to the basis for establishing user charges for sewer services. Nothing in this policy shall be construed to apply to or interfere with other chapters of the Code of Ordinances for sewer services.

Policy Statement

In the event that it is discovered that a meter multiplier has been incorrectly applied to a customer's consumption, a meter has been read incorrectly, the appropriate rate schedule has not been applied, a meter was not connected correctly, or in other similar circumstances, a refund or back bill shall be issued.

The method to be used to calculate a refund or back bill shall be the actual consumption times the rate for like charges either for the proceeding 60 months from the time the error was identified or for the period from the establishment of the current account holder to the time the error was discovered, whichever is less.

The maximum refund or back bill shall not exceed the dollar amount equivalent to actual consumption times the rate for like charges in the 12 months preceding the discovery of the error unless otherwise ordered by the City Council.

For any back bill issued under this policy, the customer shall be offered a payment plan agreement with repayment terms up to 60 months without interest or penalty. Failure to complete repayment will not lead to disconnection of services, but will lead to appropriate legal action being initiated by the city. The payment plan agreement shall also provide for complete repayment upon the closing of that customer's account. Any agreement with terms exceeding these must be approved by the City Council.

Adopted by City Council on August 6, 2007.

Storm Watch & Warnings

During periods of potentially dangerous weather conditions, the Indianola Fire Department (IFD) will place the members on alert, or may place them into active duty as storm spotters.

Storm Watch – When conditions are favorable for more potentially dangerous weather conditions to occur. Simply stated, a watch is less dangerous. IFD personnel response is optional*. If responding, do NOT use blue warning lights. (*Duty Officer may request full response during storm watch.)

Storm Warning – When conditions are likely for dangerous weather conditions to occur. These can take the form of high winds, (up to and including tornadoes), dangerous lightning, intense rain, or snow and ice storms. Simply stated, severe weather will likely affect operations and require assistance. IFD personnel should respond to the station for assignment. Use of blue lights is authorized.

Due to the nature of storm warnings, the families of IFD personnel are allowed to respond to the station. Once there, they shall go to the basement of City Hall. The family members cannot be allowed to loiter on the apparatus floor, station bays, offices or day room.

If orders are given to place apparatus on storm watch, firefighters will respond in protective clothing.

The Duty Officer will determine the likely storm path and assign apparatus to areas of the City for maximum storm observation. Examples of apparatus placement might likely be:

West	South “Y” Street near Farm Service, Inc.
South	17 th Street at the crest of the hill
North	1200 block of Hayes Street.

Apparatus will generally stay within a 2-mile radius of the city limits unless otherwise directed by the Duty Officer.

The Duty Officer will determine when the storm sirens will be activated and any other procedures necessary to help ensure the safety of the public. The following criteria for activating the storm sirens shall be followed:

1. Storm sirens shall be activated when the National Weather Service has issued a tornado warning for the Indianola area.
2. Storm sirens shall be activated when the Duty Officer has a report from an authorized spotter of weather conditions that could be concern for the public’s safety.

Adopted by City Council on November 17, 1997; amended August 4, 2008.

Use of North Council Chambers

1. The North Council Room shall be reserved for the following:

Council meetings – 1st, 2nd and 3rd Monday evening of each month.

Any special called meetings of the Council.

Board of Trustee meetings on the 2nd and 4th Mondays at 5:30 P.M.

Planning and Zoning Commission meetings on the 2nd Tuesday of each month.

Board of Adjustment meetings when called.

2. Civic organizations may use the room; however, they cannot be secretive, discriminatory, religious, or political (informational meetings sponsored by incumbents are allowed).
3. The use of the north council room may be pre-empted by the City Council at any time.
4. The City Manager and City Clerk shall be responsible for scheduling the use of the rooms and shall maintain a reservation schedule.
5. Any group wishing to use the rooms shall present a written request for reservation at least one week in advance of the time of intended use. This request shall be presented to the City Clerk.
6. The City Council has the right to change, modify or eliminate any or all policy regulations at any time.

Adopted by City Council on May 21, 1980.

Voluntary Annexations

All requests for voluntary annexation shall be referred to the Planning and Zoning Commission and Board of Trustees for their recommendation and report to the City Council.

Adopted by City Council on January 16, 1974; amended August 4, 2008.

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Revised: February 4, 1974 – Council Orientation

Revised: February 4, 1974 – Policy Folder

Revised: February 4, 1974 – Boards and Commissions

Revised: February 4, 1974 – Management

Revised: February 4, 1974 – Personnel Manual

Revised: January 16, 1974 – Voluntary Annexations

Revised: December 20, 1976 – Claims

Revised: January 17, 1977 – City Vehicle Use

Revised: February 22, 1977 – Council Agenda

Revised: August 1, 1977 – Alleys and Parking Lots Maintenance

Revised: April 16, 1979 – Employee Safety

Revised: May 21, 1980 – North & South Council Chambers

Revised: April 3, 1981 – Alleys (Rocked) Maintenance Policy

Revised: April 3, 1981 – Alleys (Dirt Traveled) Maintenance Policy

Revised: April 3, 1981 – Alleys (Hard Surfaced) Policy

Revised: April 20, 1981 – Mayoral Budget

Revised: October 19, 1981 – Alleys & Streets (Sale)

Revised: April 18, 1983 – Clean up

Revised: April 2, 1984 - Rezoning

Revised: August 5, 1985 – Addresses on Street Curbs

Revised: November 17, 1986 – Infiltration & Inflow Policy

Revised: February 17, 1987 - Use of Vacant Lot, Jefferson Way & E. Ashland

Revised: April 20, 1987 - Investment Policy

Revised: May 18, 1987 - Alley Policy

Revised: July 6, 1987 - Indianola Drug Abuse & Alcohol Commission

Revised: August 3, 1987 - Boards and Commissions Membership

Revised: August 1, 1988 - Boards and Commissions Membership

Revised: September 19, 1988 – Local Purchase Policy

Revised: September 19, 1988 - Indianola City Council Policy

Revised: October 17, 1988 - FAUS Streets

Revised: December 18, 1989 - Drug-Free Workplace Policy

Revised: September 17, 1992 – Investment Policy

Revised: January 4, 1993 – City Policy on Lobbying

Revised: May 17, 1993 - Asphalt Overlays

Revised: October 18, 1993 - FAUS Street

Revised: March 7, 1994 – Commercial Dumping Fees

Revised: August 1, 1994 - Animal Control Policy

Revised: January 16, 1995 – Government Access Channel

Revised: March 6, 1995 - Concrete Street Replacement

Revised: April 17, 1995 - Sidewalk Installation

Revised: September 5, 1995 – Infiltration & Inflow Policy

Revised: October 16, 1995 – Bond Registration Fees

Revised: November 6, 1995 – Sexual Harassment Policy

Revised: January 1, 1996 – Smoking in City Vehicles

Revised: February 18, 1997 – Investment Policy

Revised: March 3, 1997 - Employee Recognition Policy

Revised: May, 1997 – Hard Surfacing Alleys

Revised: September 2, 1997 – Vehicle Policy Statement

Revised: October 6, 1997 – Cellular Telephone Policy

Revised: October 6, 1997 – Internet Policy

Revised: November 17, 1997 – Storm Watch and Warnings

Revised: April 20, 1998 – Investment Policy

Revised: June 8, 1998 – Purchases

Revised: June 15, 1998 – Infiltration & Inflow Policy

Revised: September 21, 1998 – Permit Fees

Revised: January 4, 1999 – Employee Drug & Alcohol Testing Policy

Revised: April 26, 1999 – Investment Policy

Revised: October 18, 1999 – Vehicle & Travel Allowance

Revised: October 18, 1999 – City Vehicle/Equipment Responsibility

Revised: July 18, 2000 – Dangerous & Dilapidated Program

Revised: January 15, 2001 – TEA & Non-TEA 21 Streets

Revised: April 16, 2001 – Calcium Chloride (dust control)

Revised: May 7, 2001 – Investment Policy

Revised: July 2, 2001 – Purchasing Card Policy

Revised: August 6, 2001 – Revolving Loan Fund Program Policy

Revised: December 17, 2001- Mileage Rate Reimbursement

Revised: May 6, 2002 – Investment Policy

Revised: October 7, 2002 – Web Site Privacy Statement & Disclaimer

Revised: October 7, 2002 – Payment of Services by Credit Card Policy

Revised: February 18, 2003 – Policy for banners in the public right-of-way

Revised: March 17, 2003 – City Wide Clean-up

Revised: May 19, 2003 – Investment Policy

Revised: June 2, 2003 – Amended policy for banners in the public right-of-way

Annual approval – July 7, 2003

Revised: November 17, 2003 – Policy Establishing Capitalization Thresholds for Financial Reporting

Revised: March 15, 2004 – Investment Policy

Revised: June 21, 2004 – Sidewalk Agreements for square businesses

Annual approval – July 6, 2004

Revised: March 21, 2005 – Investment Policy

Revised: April 18, 2005 – Annual Audit Policy

Revised: April 18, 2005 – Accounting System Policy

Revised: April 18, 2005 – Cash Management Policy

Annual approval – July 5, 2005

Revised: February 6, 2006 – Investment Policy

Revised: March 20, 2006 – Animal Control Policy

Annual approval – July 17, 2006

Revised: August 21, 2006 – Excessive Sewer Policy

Revised: September 5, 2006 – Roadside Trail Policy

Revised: September 5, 2006 – I&I Policy

Revised: January 16, 2007 – TIF Policy

Revised: February 5, 2007 – Investment Policy

Annual approval – July 2, 2007

Revised: July 16, 2007 – I&I Policy

Revised: August 6, 2007 – Sewer Policy Statement

Revised: February 4, 2008 – Investment Policy

Revised: May 19, 2008 – Purchase Card Policy

Revised: June 16, 2008 – Car Allowance

Annual approval – August 4, 2008

Annual approval – August 3, 2009

Annual approval – September 7, 2010

Revised: July 5, 2011 – Robert's Rules of Order and Procedural Rules

Annual approval – September 6, 2011

Revised: March 5, 2012 – Non-TEA-21 Street

Annual approval – August 20, 2012

Revised: April 15, 2013 – I&I Policy

Information

Subject

Street closure request from the following:

Information

Staff has reviewed and approved the following street closure requests:

Information

Subject

Simpson College - Grant Wood - Prairie Rebel - September 17, 2013 from 3:00 p.m. - 10:00 p.m. - request is to close "C" Street between Clinton and Girard

Information

In your packet is a request from Iowa History Center/Simpson College to close "C" Street between Clinton and Girard on September 17, 2013 from 3:00 p.m. - 10:00 p.m. for the Grant Wood-Prairie Rebel outside of the Kent Campus Center. The application was received on July 19, 2013.

Attachments

Street Closure-Simpson

Date: 7/19/13

Event Application

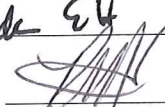
For Simpson College - Grant Wood - Prairie Rebel

Event Date : September 17, 2013 (3:00 - 10:00 p.m.)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Ed Yando	OK EY	_____
Fire Department – Brian Seymour	OK BS	_____
Police Department – Brian Shor	OK BS	_____
City Manager – Eric Hanson	OK EH	_____
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: GRANT WOOD - PRAIRIE REBEL
Date/Time of Event: TUESDAY SEPTEMBER 17, 2013 - 7:00 PM
Location of Event: SIMPSON COLLEGE - KENT CAMPUS CENTER
Event Sponsor(s): IOWA HISTORY CENTER / SIMPSON COLLEGE

OFFICE OF CITY CLERK
JUL 19 2013

INDIANOLA, IOWA

Contact Information:

Organization: IOWA HISTORY CENTER AT SIMPSON COLLEGE
Contact Name: LINDA SINCLAIR
Address: 701 NORTH C STREET
Telephone Number: 515-961-1528
Cell Phone Number: 515-490-7225
Fax Number: 515-961-1498
Email Address: linda.sinclair@simpson.edu
Today's Date: 6-17-13

Anticipated Attendance: 250-300 Per Day 250-300 Total

Event Information:

Setup Begins	Date: <u>9/17</u>	Time: <u>3:00 pm</u>	Day of Week: <u>TUESDAY</u>
Event Starts	Date: <u>9/17</u>	Time: <u>7:00 pm</u>	Day of Week: <u>TUESDAY</u>
Event Ends	Date: <u>9/17</u>	Time: <u>9:00 pm</u>	Day of Week: <u>TUESDAY</u>
Dismantle	Date: <u>9/17</u>	Time: <u>10:00 pm</u>	Day of Week: <u>TUESDAY</u>

Linda Sinclair
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: REQUEST TO CLOSE C STREET FOR GRANT WOOD - PRAIRIE REBEL ONE MAN SHOW OUTSIDE OF KENT CAMPUS CENTER - ACROSS THE STREET FROM GRANT WOOD AMERICAN GOTHIC STATUE IN INDIANOLA JULY 2013 - DECEMBER 2013

Please describe what streets you are planning to close:

C STREET - BETWEEN CLINTON AND GIRARD

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.

BARRICADES WILL BE PROVIDED TO CLOSE THE STREET. TABLES WILL NOT BE PLACED IN THE STREET. STREET WILL BE FOOT TRAFFIC ONLY. THE CLOSING OF THE STREET WILL HELP ENSURE THE SAFETY OF EVENT PARTICIPANTS AND KEEP AN UNOBSTRUCTED VIEW OF THE GRANT WOOD STATUE CONSTRUCTED ON THE EAST SIDE OF C STREET

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

SIMPSON COLLEGE CAMPUS SECURITY WILL FACILITATE THE CAMPUS SECURITY PLAN

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

SIMPSON COLLEGE WILL BE RESPONSIBLE FOR ALL CLEAN UP

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

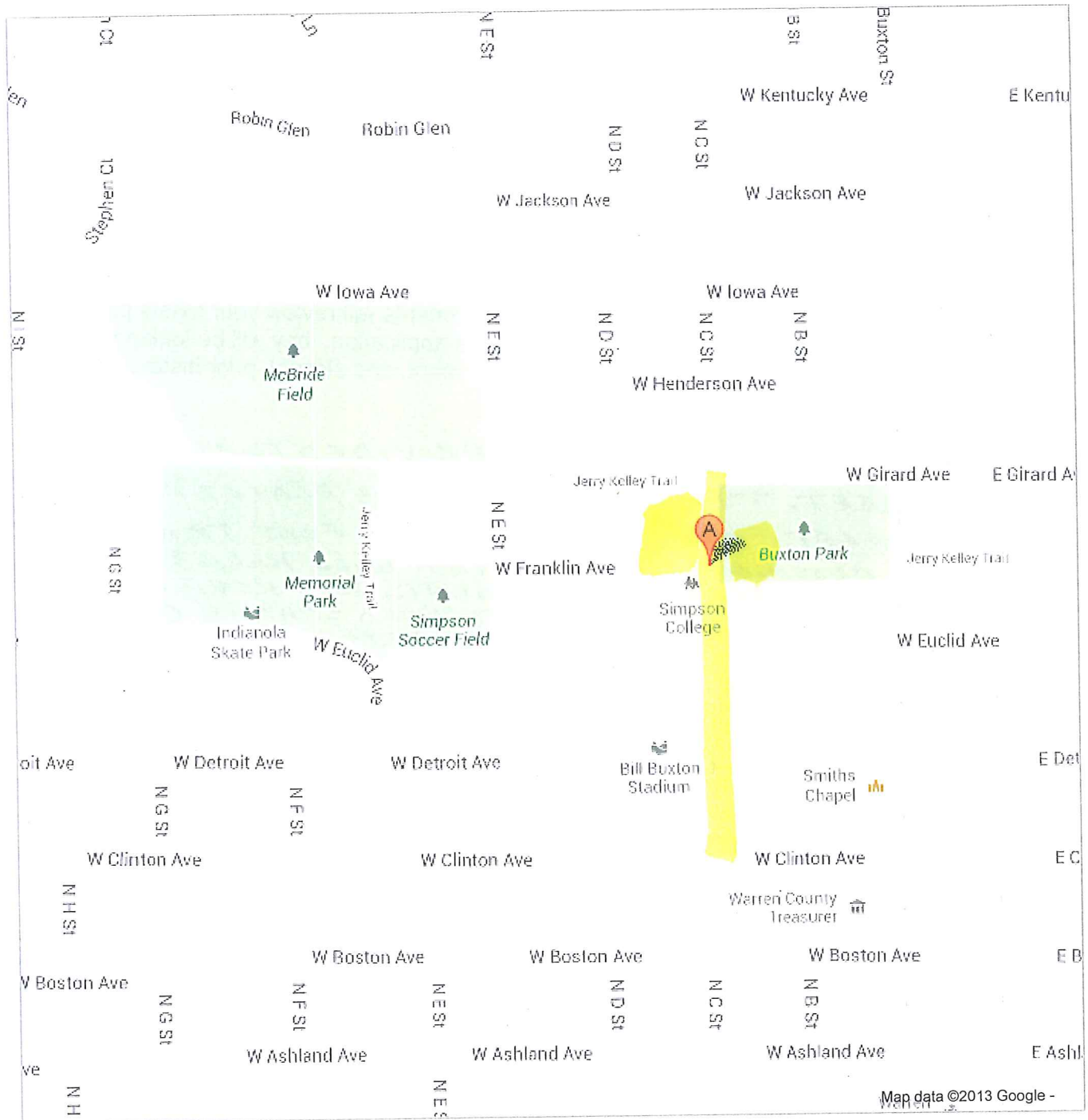
Phone: 515-961-9410 Fax: 515-961-9402

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com



To see all the details that are visible on the screen, use the "Print" link next to the map.

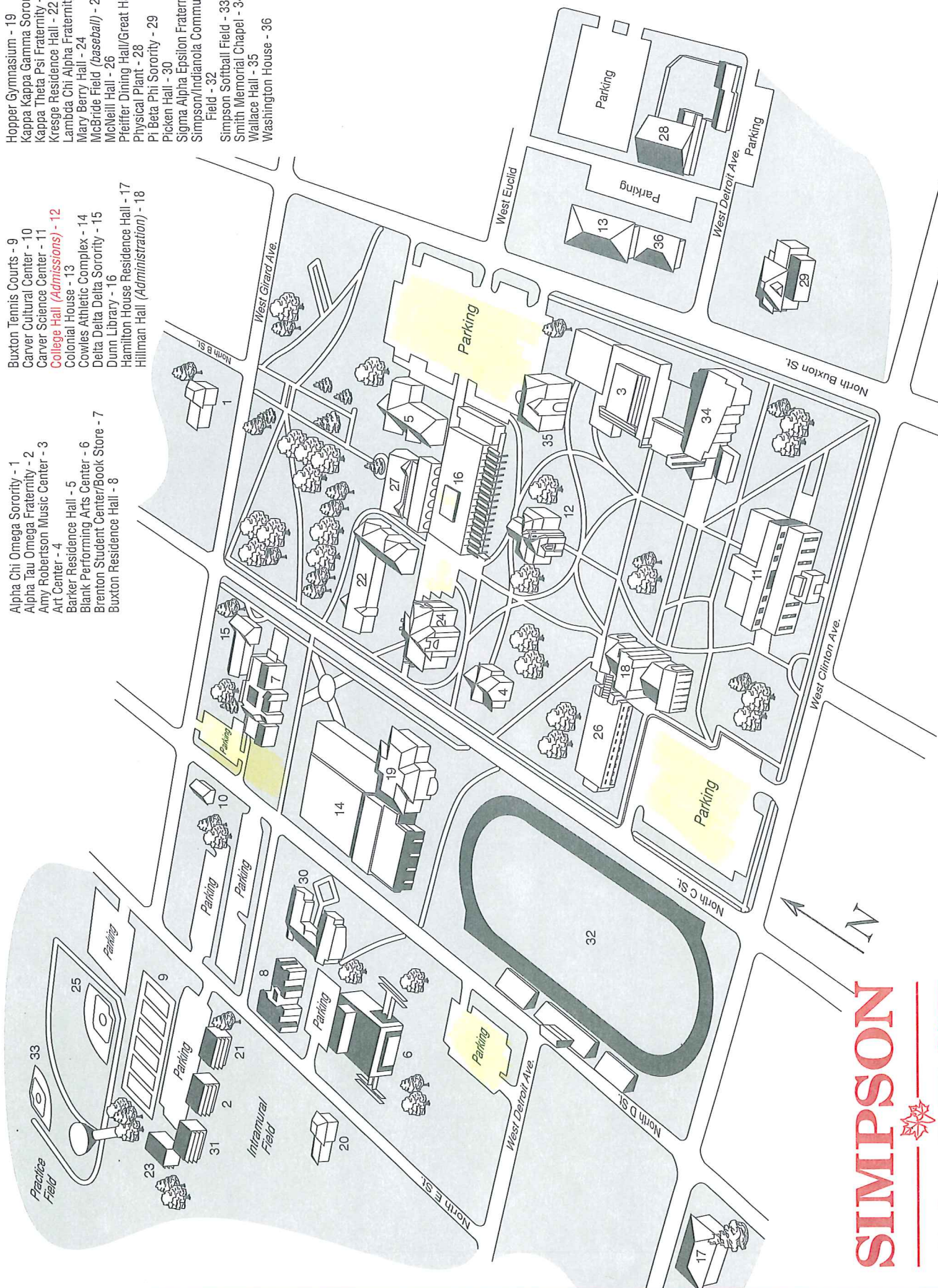


*Street Closure request
event on both sides
of C Street*

Parking for event

- Hopper Gymnasium - 19
- Kappa Kappa Gamma Sorority - 20
- Kappa Theta Psi Fraternity - 21
- Kresge Residence Hall - 22
- Lambda Chi Alpha Fraternity - 23
- Mary Berry Hall - 24
- McBride Field (baseball) - 25
- McNeill Hall - 26
- Pfeiffer Dining Hall/Great Hall - 27
- Physical Plant - 28
- Phi Beta Phi Sorority - 29
- Picken Hall - 30
- Sigma Alpha Epsilon Fraternity - 31
- Simpson/Indiana Community Field - 32
- Simpson Softball Field - 33
- Smith Memorial Chapel - 34
- Wallace Hall - 35
- Washington House - 36

- Buxton Tennis Courts - 9
- Carver Cultural Center - 10
- Carver Science Center - 11
- College Hall (Admissions) - 12
- Colonial House - 13
- Cowles Athletic Complex - 14
- Delta Delta Delta Sorority - 15
- Dunn Library - 16
- Hamilton House Residence Hall - 17
- Hillman Hall (Administration) - 18
- Alpha Chi Omega Sorority - 1
- Alpha Tau Omega Fraternity - 2
- Amy Robertson Music Center - 3
- Art Center - 4
- Barker Residence Hall - 5
- Blank Performing Arts Center - 6
- Brenton Student Center/Book Store - 7
- Buxton Residence Hall - 8



SIMPSON COLLEGE

Information

Subject

Simpson College - CROP Walk - September 29, 2013 from 12:30 p.m. - 2:00 p.m. - the walk will use the following streets/sidewalks - Clinton, "C" , Girard, Buxton, Salem, Howard and Ashland

Information

In your packet is the request from Simpson College - Religious Life Community for a CROP Walk on September 29, 2013 from 12:30 p.m. - 2:00 p.m. The following sidewalk/streets will be used: Clinton, "C", Girard, Buxton, Salem, Howard and Salem. The application was received on July 29, 2013.

The CROP Hunger walk raises awareness for starving individuals around the world.

Attachments

Street Closure - Simpson CROP Walk

Date: 07/29/13

Event Application

For Church World Service

Event Date : September 29, 2013 12:30 - 2:00 p.m.

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Ed Yando	OK EY	_____
Fire Department – Brian Seymour	OK BS	_____
Police Department – Brian Sher	OK BS	_____
City Manager – Eric Hanson	OK EH	_____
HR & Risk Manager – RoxAnne Hunerdosse	RAH	_____
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!

2013 Event Application

4

Narrative:

Please describe your request and event:

The CROP Hunger walk raises awareness for starving individuals around the world and we request the opportunity to walk around the community of Indianola to do so.

Please describe what streets you are planning to close:

No streets need to be closed, but we will walk on the sidewalks of Clinton, C, E Girard, Buxton, Salem, Howard and Ashland.

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.

There isn't much of a crowd. There will be many adults and professors walking as well who can help direct.

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

If there is a serious medical emergency, we will call 911. Otherwise we will have a professor accompany involved individuals back to Simpson Campus.

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

There will be no trash along the route and all other trash will be disposed of by Simpson College.

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Highway 92

South

First Avenue

West

C St.

B St.

Buxton St.

Salem Avenue

Courthouse

Ashland Avenue

Boston Avenue

North

Howard St.

First St.

Highway 65/69

East

Information

Subject

Simpson College - Homecoming - October 12, 2013 from 6:00 a.m. - 8:00 p.m. - request is to close "C" Street between Clinton and Girard

Information

In your packet is a request from Simpson College to close "C" Street between Clinton and Girard on October 12, 2013 for their annual Homecoming event. The application was received on July 2, 2013.

Attachments

Simpson Street Closure Homecoming Event

Date: 7/2/13

Event Application

For Simpson College Homecoming

Event Date : October 12, 2013 (6:00 a.m. - 8:00 p.m.)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Ed Yando	OK EY	_____
Fire Department – Brian Seymour	OK BS <i>with comments</i>	_____
Police Department –	OK PS	_____
City Manager – Eric Hanson	de EH	_____
HR & Risk Manager – RoxAnne Hunerdosse	RHA	_____
Chamber of Commerce	Fax: 961-9753	
Downtown Development Group	Fax: 962-1441	

Comments:

As in past maintain access up "c" st for Emergency Purposes.

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: SIMPSON COLLEGE HOMECOMING
Date/Time of Event: OCT. 12th
Location of Event: "C" street b/t Girard & CLINTON
Event Sponsor(s): SIMPSON COLLEGE

OFFICE OF CITY CLERK
JUL 02 2013
INDIANOLA, IOWA

Contact Information:

Organization: SIMPSON COLLEGE
Contact Name: NICOLE DARLING
Address: 701 NORTH C. ST.
Telephone Number: 515.961.1747
Cell Phone Number: 515.249.5500
Fax Number: 515.961.1874
Email Address: nicole.darling@simpson.edu
Today's Date: 7/2/13

Anticipated Attendance: 1000 Per Day ? 1,000 Total

Event Information:

Setup Begins	Date: <u>10/11</u>	Time: <u>12:00pm</u>	Day of Week: <u>Fri.</u>
Event Starts	Date: <u>10/12</u>	Time: <u>6:00 AM</u>	Day of Week: <u>SAT.</u>
Event Ends	Date: <u>10/12</u>	Time: <u>8:00 PM</u>	Day of Week: <u>SAT.</u>
Dismantle	Date: <u>10/14</u>	Time: <u>8:00 AM</u>	Day of Week: <u>MON.</u>

Nicole Darling
Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299
Indianola, Iowa 50125
Phone: 515-961-9410 Fax: 515-961-9402
www.indianolaiowa.gov
E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:

We would like to close of "C" Street for Homecoming
& to allow free walking & use of "C" Street for the
day.

Please describe what streets you are planning to close:

"C" between Girard & Clinton

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.

Hired Security
Barriers used to block off street

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

Simpson college security emergency
plan.

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

Simpson's Campus grounds will handle
all Clean-up.

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

[illegible]

O-tailgate Party

- parking throughout campus
- inflatables

Information

Subject

Claims on the computer printout for August 19, 2013 and the July 2013 receipts

Information

Attachments

Claims 8-19-13

Vendor Report 8-19-13

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
911 ETC INC	001-6200-63730	911 MONTHLY ACCESS CHARG	07/31/2013	10.82
911 ETC INC	001-1700-63730	911 MONTHLY ACCESS CHARG	07/31/2013	2.50
AIR-CON MECHANICAL CORP.	001-6500-63410	REPLACED BELT	07/31/2013	170.79
BANKERS TRUST COMPANY	001-6500-64500	FINANCIAL MGMT SERVICES	07/30/2013	3,707.28
BRICK GENTRY P.C.	001-6500-64110	LEGAL SERVICES	07/25/2013	255.00
CAPITAL EXPRESS	001-6200-65080	POSTAGE	07/30/2013	39.40
CHARTWELLS DINING SERVIC	001-6500-65990	MEETING	08/02/2013	50.28
GREATER DM PARTNERSHIP	001-5100-64130	MEMBERSHIP DUES	07/15/2013	2,500.00
I.P.E.R.S.	001-2900-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	141.54
IMWCA	001-1700-61599	WORKERS COMP INSTALL	08/01/2013	261.00
IMWCA	001-2900-61599	WORKERS COMP INSTALL	08/01/2013	21.00
IMWCA	001-6100-61599	WORKERS COMP INSTALL	08/01/2013	4.00
IMWCA	001-6150-61599	WORKERS COMP INSTALL	08/01/2013	250.00
IMWCA	001-6200-61599	WORKERS COMP INSTALL	08/01/2013	46.00
IMWCA	001-6210-61599	WORKERS COMP INSTALL	08/01/2013	28.00
IMWCA	001-6250-61599	WORKERS COMP INSTALL	08/01/2013	11.00
INFOMAX OFFICE SYSTEMS IN	001-1700-64900	PRINTER/COPIER LEASE CHAR	07/23/2013	203.52
INFOMAX OFFICE SYSTEMS IN	001-1700-65051	CANON - LARGE PRINTER - PRI	07/31/2013	451.50
INSTITUTE OF PUBLIC AFFAIRS	001-6500-64900	TRAINING	07/31/2013	2,569.07
IOWA WATER MANAGEMENT C	001-6500-63100	WATER MGMT - MUN BLDG	07/31/2013	150.00
J & M SERVICES	001-1700-65990	1500 W JACKSON MECH. PERM	07/19/2013	32.50
JIM'S JOHNS	001-2900-64990	KYBO - DUMP	07/25/2013	40.00
KOSMAN, MISTI L.	001-6500-64090	1ST HALF OF AUGUST	08/14/2013	2,166.67
LEADER, THE	001-6500-64800	JULY WEEKLY FLYER	08/01/2013	75.00
MAHASKA COMMUNICATION G	001-6210-64990	INTERNET	08/01/2013	65.92
MAHASKA COMMUNICATION G	001-6200-63730	TELEPHONE	08/01/2013	84.29
MAHASKA COMMUNICATION G	001-1700-63730	TELEPHONE	08/01/2013	19.45
MATHIEU, ERIC	001-6100-62700	MILEAGE	08/12/2013	88.14
MATHIEU, ERIC	001-6100-62300	MEALS	08/12/2013	71.00
NOLASOFT DEVELOPMENT	001-6500-64990	E-MAIL HOSTING	08/01/2013	189.00
NOLASOFT DEVELOPMENT	001-6210-64990	E-MAIL HOSTING	08/01/2013	151.50
NOLASOFT DEVELOPMENT	001-6200-64990	E-MAIL HOSTING	08/01/2013	73.50
NOLASOFT DEVELOPMENT	001-1700-64990	E-MAIL HOSTING	08/01/2013	42.00
NOLASOFT DEVELOPMENT	001-6150-64990	E-MAIL HOSTING	08/01/2013	21.00
OPIE, SARA	001-6500-64990	PUBLIC RELATIONS ACTIVITY	08/02/2013	3,375.00
TELRITE CORPORATION	001-6150-63730	LONG DISTANCE SERVICE	07/22/2013	1.67
TELRITE CORPORATION	001-6210-63730	LONG DISTANCE SERVICE	07/22/2013	10.92
TELRITE CORPORATION	001-6200-63730	LONG DISTANCE SERVICE	07/22/2013	13.73
TELRITE CORPORATION	001-1700-63730	LONG DISTANCE SERVICE	07/22/2013	11.16
VERIZON WIRELESS	001-6200-63730	WIRELESS FOR SPARE LAPTO	07/26/2013	20.01
WARREN COUNTY ENGINEER	001-1700-65050	FUEL DISTRIBUTION	07/08/2013	99.33
WARREN COUNTY RECORDER	001-6500-64050	REC FEES	08/07/2013	175.00
WASTE MANAGEMENT OF IOW	001-2900-64990	PULL/RETURN 494-0147406-051	08/01/2013	579.52
Total GENERAL FUND:				18,279.01
POLICE FUND				
911 ETC INC	011-1100-63730	911 MONTHLY ACCESS CHARG	07/31/2013	15.00
ALLSUP, PAT	011-1100-62300	MILEAGE - TRAINING	08/06/2013	28.25
BROKEN ARROW	011-1100-61810	UNIFORMS	08/02/2013	236.59
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS	08/06/2013	49.99
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS	08/08/2013	47.99
ED ROEHR SAFETY PRODUCT	011-1100-67245	EQUIPMENT - TASERS	07/29/2013	2,888.33
ILLOWA COMMUNICATIONS	011-1111-63410	INSTALL EQUIPMENT	07/26/2013	829.47
IMWCA	011-1100-61599	WORKERS COMP INSTALL	08/01/2013	2,463.00
INFOMAX OFFICE SYSTEMS IN	011-1100-64990	COPIER CONTRACT	08/05/2013	78.82
LARGESSE, RICK	011-1100-62300	MEALS/FOOD - TRAINING	08/07/2013	103.40

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
MAHASKA COMMUNICATION G	011-1100-63730	TELEPHONE	08/01/2013	116.71
MAHASKA COMMUNICATION G	011-1100-63730	INTERNET	08/01/2013	21.99
MC COY HARDWARE INC	011-1100-65060	KEY	07/31/2013	2.06
NOLASOFT DEVELOPMENT	011-1100-64990	E-MAIL HOSTING	08/01/2013	273.00
O'REILLY AUTO PARTS	011-1100-63320	WIPERS - AVENGER	08/02/2013	30.98
PEOPLES BANK	011-1100-64140	PRINTING - COPIES	08/05/2013	138.75
REMINGTON	011-1100-62300	TRAINING	08/06/2013	450.00
SAFELITE AUTO GLASS	011-1100-63320	REPAIR VEHICLE	08/07/2013	227.25
SIEMENS, JASON	011-1100-62300	MEALS/FUEL/LODGING - TRAIN	08/07/2013	303.91
TELRITE CORPORATION	011-1100-63730	LONG DISTANCE SERVICE	07/22/2013	12.86
TREAT AMERICA	011-1100-62300	MEALS - DEE/ACADEMY	07/29/2013	1,216.46
VR ID CARDS	011-1100-64140	PRINTING	08/03/2013	127.30
WAL-MART STORES INC.	011-1100-65070	CAMERA CABLE	07/11/2013	6.58
WARREN COUNTY ENGINEER	011-1100-65050	FUEL DISTRIBUTION	07/08/2013	3,504.73
Total POLICE FUND:				13,173.42

FIRE FUND

911 ETC INC	015-1500-63730	911 MONTHLY ACCESS CHARG	07/31/2013	9.17
ALADTEC INC	015-1500-67240	SOFTWARE FEE	08/02/2013	348.75
CIRCLE B CASHWAY	015-1500-63100	SUPPLIES	08/05/2013	10.31
EMERGENCY SERVICES MARK	015-1500-67240	ANNUAL FEE	08/07/2013	362.00
HIRE IMAGE	015-1500-65070	BACKGROUND CHECKS	08/05/2013	370.50
I.P.E.R.S.	015-1500-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	205.68
I.P.E.R.S.	015-1500-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	119.22
I.P.E.R.S.	015-1500-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	130.00
I.P.E.R.S.	015-1500-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	165.41
IMWCA	015-1500-61599	WORKERS COMP INSTALL	08/01/2013	4,918.00
MAHASKA COMMUNICATION G	015-1500-63730	TELEPHONE	08/01/2013	71.32
MAHASKA COMMUNICATION G	015-1500-63730	INTERNET	08/01/2013	21.99
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	07/22/2013	9.55
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	07/25/2013	1.94
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	07/26/2013	4.83
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	07/27/2013	5.39
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	07/30/2013	3.59
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	07/30/2013	4.93
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/01/2013	2.51
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/01/2013	2.52
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/05/2013	2.69
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/05/2013	6.58
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/08/2013	5.84
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/08/2013	11.31
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	08/11/2013	26.35
MC COY HARDWARE INC	015-1500-65070	BATTERIES	07/31/2013	44.26
MENARDS	015-1500-63100	BUILDING SUPPLIES	07/15/2013	339.30
MENARDS	015-1500-63100	BUILDING SUPPLIES	07/29/2013	25.34
NAPA AUTO PARTS	015-1500-65051	333 PARTS	07/02/2013	26.78
NOLASOFT DEVELOPMENT	015-1500-64990	E-MAIL HOSTING	08/01/2013	178.50
O'REILLY AUTO PARTS	015-1500-65076	SHOP	08/07/2013	38.33
PIERCE BROTHERS REPAIR	015-1500-65070	MATERIALS	07/03/2013	18.00
RADIO COMMUNICATIONS	015-1530-63410	STORM SIREN PARTS	07/24/2013	511.15
ROSENBAUER MINNESOTA LL	015-1500-65051	PARTS	07/31/2013	27.07
TELRITE CORPORATION	015-1500-63730	LONG DISTANCE SERVICE	07/22/2013	13.89
THEISEN'S	015-1500-65070	CASTER	08/06/2013	5.08
VERIZON WIRELESS	015-1500-63730	FIRE CELL PHONE	07/26/2013	12.04
WAL-MART STORES INC.	015-1500-63100	BUILDING MATERIAL	08/11/2013	6.97
WARREN COUNTY ENGINEER	015-1500-65050	FUEL DISTRIBUTION	07/08/2013	792.72

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total FIRE FUND:				8,859.81
AMBULANCE FUND				
ALADTEC INC	016-1600-67240	SOFTWARE FEE	08/02/2013	348.75
BOUND TREE MEDICAL LLC	016-1600-65070	MEDS	08/06/2013	59.60
EMERGENCY SERVICES MARK	016-1600-67240	ANNUAL FEE	08/07/2013	362.00
GATEWAY EDI	016-1600-64990	ELECTRONIC BILLING	08/01/2013	62.16
GEOCOMM INC	016-1600-67240	SUPPORT	08/01/2013	800.00
HEROLD, VICKI	016-1600-62700	MILEAGE FOR CLASS	08/09/2013	22.60
HEROLD, VICKI	016-1600-62300	MEAL	08/09/2013	3.82
I.P.E.R.S.	016-1600-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	822.70
I.P.E.R.S.	016-1600-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	476.87
I.P.E.R.S.	016-1600-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	520.00
I.P.E.R.S.	016-1600-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	661.64
IMWCA	016-1600-61599	WORKERS COMP INSTALL	08/01/2013	1,967.00
MAHASKA COMMUNICATION G	016-1600-63730	TELEPHONE	08/01/2013	28.43
MERCY COLLEGE OF HEALTH	016-1600-62300	TRAINING	08/05/2013	10.00
NAPA AUTO PARTS	016-1600-65051	PARTS	07/05/2013	13.98
NAPA AUTO PARTS	016-1600-65051	BELT	07/16/2013	63.99
NOBLE FORD-MERCURY	016-1600-65050	CLUTCH REPAIR	08/06/2013	1,366.90
O'REILLY AUTO PARTS	016-1600-65050	245	08/01/2013	104.77
TELRITE CORPORATION	016-1600-63730	LONG DISTANCE SERVICE	07/22/2013	.69
VERIZON WIRELESS	016-1600-63730	EMS CELL PHONE	07/26/2013	374.06
WARREN COUNTY ENGINEER	016-1600-65050	FUEL DISTRIBUTION	07/08/2013	1,684.69
Total AMBULANCE FUND:				9,754.65
LIBRARY FUND				
911 ETC INC	041-4100-63730	911 MONTHLY ACCESS CHARG	07/31/2013	9.17
ADVANTAGE COMPANIES	041-4100-65020	MICROFILM RECORD-HERALD	07/09/2013	512.00
AIR-CON MECHANICAL CORP.	041-4100-63100	QUARTERLY AGREEMENT	08/09/2013	887.14
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD'S	06/20/2013	36.44
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD	06/20/2013	7.28
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD	07/10/2013	68.48
BAKER AND TAYLOR	041-4100-65020	BOOK	06/18/2013	11.19-
BAKER AND TAYLOR	041-4100-65020	BOOK	06/18/2013	9.25-
BAKER AND TAYLOR	041-4100-65020	BOOK	07/10/2013	9.51-
BAKER AND TAYLOR	041-4100-65020	BOOKS	06/28/2013	575.06
BAKER AND TAYLOR	041-4100-65020	BOOKS	06/26/2013	134.07
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/02/2013	475.61
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/09/2013	443.22
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/10/2013	193.37
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/17/2013	1,047.32
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/22/2013	77.45
BAKER AND TAYLOR	041-4100-65020	BOOKS	06/12/2013	354.29
BAKER AND TAYLOR	041-4100-65020	BOOK	05/29/2013	21.92
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/10/2013	62.65
BAKER AND TAYLOR	041-4100-65020	CREDIT APPLIED FOR PREPAI	06/05/2013	7,866.00-
BOB'S CUSTOM TROPHIES	041-4100-65070	2 MAGNETIC NAME BADGES	07/23/2013	23.00
CARLSON, JANE	041-4100-62100	ALA MEMBERSHIP REIMBURSE	08/09/2013	130.00
CARLSON, JANE	041-4100-65079	WALGREENS - PICTURES FOR	08/13/2013	7.10
CAVENDISH SQUARE	041-4100-65020	BOOKS	06/20/2013	258.33
CAVENDISH SQUARE	041-4100-65020	BOOKS	07/17/2013	193.91
CENTER POINT LARGE PRINT	041-4100-65020	12 BOOKS	06/21/2013	186.31
CITY OF INDIANOLA - UTILITY	041-4100-63710	UTILITIES	07/31/2013	1,790.50
COPY PLUS	041-4100-65070	1 REAM OF PAPER AND 2 BOX	07/30/2013	15.00
CR SERVICES	041-4100-64090	MONTHLY CLEANING	07/16/2013	1,255.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
CR SERVICES	041-4100-65071	SUPPLIES	07/16/2013	42.02
IMWCA	041-4100-61599	WORKERS COMP INSTALL	08/01/2013	44.00
INDOFF INCORPORATED	041-4100-65060	OFFICE SUPPLIES	07/22/2013	29.61
INDOFF INCORPORATED	041-4100-65070	OFFICE SUPPLIES	07/22/2013	44.22
INFOMAX OFFICE SYSTEMS IN	041-4100-64990	MONTHLY MAINTENANCE	08/02/2013	64.28
IOWA WATER MANAGEMENT C	041-4100-63100	WATER MGMT - LIBRARY	07/31/2013	40.00
LIBRARY IDEAS LLC	041-4100-64990	FREEGAL MUSIC SUBSCRIPTIO	07/24/2013	1,575.00
LIBRARY IDEAS LLC	041-4100-65021	FREEGAL MUSIC SUBSCRIPTIO	07/24/2013	1,575.00
MAHASKA COMMUNICATION G	041-4100-63730	TELEPHONE	08/01/2013	71.32
MAHASKA COMMUNICATION G	041-4100-63730	INTERNET	08/01/2013	21.99
MID AMERICAN ENERGY CO.	041-4100-63710	NATURAL GAS	07/19/2013	13.98
NOLASOFT DEVELOPMENT	041-4100-64990	E-MAIL HOSTING	08/01/2013	147.00
PATRICK, MICHELE	041-4100-62700	JUNE AND JULY MILEAGE	08/01/2013	12.71
RANDOM HOUSE INC.	041-4100-65021	BOOK ON CD	07/03/2013	18.34
RANDOM HOUSE INC.	041-4100-65021	BOOK ON CD	07/12/2013	37.50
RANDOM HOUSE INC.	041-4100-65021	BOOK ON CD	07/19/2013	10.00
RECORDED BOOKS LLC	041-4100-65022	DVD	06/27/2013	33.00
RECORDED BOOKS LLC	041-4100-65022	DVD	07/15/2013	33.00
T.R.M. DISPOSAL LLC	041-4100-64090	TRASH REMOVAL	07/25/2013	89.00
TELRITE CORPORATION	041-4100-63730	LONG DISTANCE SERVICE	07/22/2013	6.53
UNIQUE MANAGEMENT SERVI	041-4100-64990	COLLECTION AGENCY FEES	08/01/2013	50.00
WAL-MART STORES INC.	041-4100-65079	PROGRAM SUPPLIES	08/12/2013	27.14
WAL-MART STORES INC.	041-4100-65070	OFFICE SUPPLIES	07/14/2013	6.97
WAL-MART STORES INC.	041-4100-65070	OFFICE SUPPLIES	07/10/2013	8.74
WAL-MART STORES INC.	041-4100-65070	OFFICE SUPPLIES	07/19/2013	9.18
WAL-MART STORES INC.	041-4100-65070	OFFICE SUPPLIES	07/25/2013	1.77
WAL-MART STORES INC.	041-4100-65079	PROGRAM SUPPLIES	07/25/2013	9.85
WOOSLEY LANDSCAPING & M	041-4100-64990	CONTRACT MOWING - LIBRAR	08/05/2013	135.00
Total LIBRARY FUND:				5,025.82
PARK & RECREATION FUND				
911 ETC INC	042-4370-63730	911 MONTHLY ACCESS CHARG	07/31/2013	4.17
911 ETC INC	042-4200-63730	911 MONTHLY ACCESS CHARG	07/31/2013	13.33
AGRILAND FS INC	042-4445-65072	FIELD DRY	07/25/2013	858.40
BRADLEY, AFTON	042-4450-65070	EAR PLUGS - VMAC	07/10/2013	4.76
BRICK GENTRY P.C.	042-4200-64990	ADA INFO	07/25/2013	360.00
CARR, AMY	042-4300-64990	MUSICIANS - BUXTON GARDEN	08/08/2013	400.00
CENTURYLINK	042-4355-63730	911 PHONE	07/22/2013	54.07
CITY OF INDIANOLA - UTILITY	042-4355-63710	UTILITIES - MEMORIAL	07/31/2013	94.16
CITY OF INDIANOLA - UTILITY	042-4310-63710	UTILITIES - BARKER	07/31/2013	43.18
CITY OF INDIANOLA - UTILITY	042-4375-63710	UTILITIES - PICKARD	07/31/2013	639.43
CITY OF INDIANOLA - UTILITY	042-4350-63710	UTILITIES - MCCORD	07/31/2013	54.87
CITY OF INDIANOLA - UTILITY	042-4405-63710	UTILITIES	07/31/2013	886.58
CITY OF INDIANOLA - UTILITY	042-4330-63710	UTILITIES - DOWNEY	07/31/2013	23.81
CITY OF INDIANOLA - UTILITY	042-4370-63710	UTILITIES - SHOP	07/31/2013	197.11
CITY OF INDIANOLA - UTILITY	042-4315-63710	UTILITIES - TRAIL	07/31/2013	51.83
CITY OF INDIANOLA - UTILITY	042-4495-63710	UTILITIES - PICKARD	07/31/2013	236.30
CITY OF INDIANOLA - UTILITY	042-4445-63710	ADULT SB UTILITIES	07/31/2013	1,039.18
CITY OF INDIANOLA - UTILITY	042-4360-63710	UTILITIES - MOATS	07/31/2013	52.96
CITY OF INDIANOLA - UTILITY	042-4320-63710	UTILITIES - BUXTON	07/31/2013	715.47
CNM OUTDOOR EQUIPMENT	042-4340-65072	CHAIN SAW CHAINS	07/31/2013	48.76
CNM OUTDOOR EQUIPMENT	042-4445-63410	TRIMMER PARTS	08/01/2013	8.88
CR SERVICES	042-4300-65500	1ST AID SUPPLIES	08/05/2013	12.55
CRAWFORD, RICHARD L.	042-4445-64250	ADULT SB UMPIRE	08/12/2013	125.00
EDJE TECHNOLOGIES INC	042-4300-64140	PRINTING	07/31/2013	171.29
GOODALE, DAWN	042-4405-66990	REFUND - P & REC FEE	07/30/2013	50.00
HAARHUES, K. MICHAEL	042-4445-64250	ADULT SB UMPIRE	08/12/2013	100.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
HY-VEE FOOD STORE	042-4415-64990	EVENT ADMISSIONS	08/07/2013	120.00
I.P.E.R.S.	042-4300-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	88.44
I.P.E.R.S.	042-4300-61300	IPERS WAGE ADJUSTMENT FO	08/06/2013	65.75
IMWCA	042-4200-61599	WORKERS COMP INSTALL	08/01/2013	221.00
IMWCA	042-4300-61599	WORKERS COMP INSTALL	08/01/2013	688.00
IMWCA	042-4400-61599	WORKERS COMP INSTALL	08/01/2013	515.00
JESS' LOCK AND KEY	042-4405-64990	DOOR LOCK REPAIR	07/25/2013	52.95
JIM'S JOHNS	042-4310-64090	KYBO - BARKER	07/25/2013	40.00
JIM'S JOHNS	042-4325-64090	KYBO - DAYTON	07/25/2013	40.00
JIM'S JOHNS	042-4330-64090	KYBO - DOWNEY	07/25/2013	40.00
JIM'S JOHNS	042-4375-64090	KYBO - PICKARD SOUTH	07/25/2013	40.00
JIM'S JOHNS	042-4385-64090	KYBO - SOUTH PARK	07/25/2013	40.00
JIM'S JOHNS	042-4365-64090	KYBO - O.C.P. (SALEM CT)	07/25/2013	40.00
JIM'S JOHNS	042-4328-64090	KYBO - DENELSKY	07/25/2013	40.00
KONICA MINOLTA BUSINESS S	042-4200-65060	COPIES	07/31/2013	16.50
MAHASKA COMMUNICATION G	042-4370-63730	TELEPHONE	08/01/2013	32.42
MAHASKA COMMUNICATION G	042-4405-63730	TELEPHONE	08/01/2013	63.34
MAHASKA COMMUNICATION G	042-4200-63730	TELEPHONE	08/01/2013	97.26
MAHASKA COMMUNICATION G	042-4200-63730	INTERNET	08/01/2013	21.99
MC COY HARDWARE INC	042-4350-65070	BATTERIES	07/31/2013	8.08
MC COY HARDWARE INC	042-4480-65070	CABLE TIES	08/02/2013	5.84
MC INTYRE, CRAIG	042-4445-64250	ADULT SB UMPIRE	08/12/2013	200.00
MIDWEST OFFICE TECH	042-4200-65060	COPIES	07/30/2013	37.00
NOLASOFT DEVELOPMENT	042-4200-64990	E-MAIL HOSTING	08/01/2013	147.00
O'REILLY AUTO PARTS	042-4300-65050	BULBS	08/01/2013	12.38
O'REILLY AUTO PARTS	042-4300-65050	FILTERS	08/02/2013	2.19
O'REILLY AUTO PARTS	042-4300-65051	FILTERS	08/02/2013	9.96
O'REILLY AUTO PARTS	042-4300-65051	FILTERS & OIL	08/02/2013	142.80
PETTY CASH-RECREATION	042-4200-65080	MAILING	08/09/2013	9.60
REUTER, ELIZABETH	042-4445-64250	ADULT SB UMPIRE	08/12/2013	75.00
SMITH, NATHAN J.	042-4445-64250	ADULT SB UMPIRE	08/12/2013	150.00
SPRINGER PEST SOLUTIONS D	042-4405-64090	PEST CONTROL	07/08/2013	61.00
SWANK MOTION PICTURES IN	042-4460-64990	OUTDOOR MOVIE LICENSE	07/17/2013	21.00
WAL-MART STORES INC.	042-4300-65070	SUPPLIES	07/31/2013	6.68
WAL-MART STORES INC.	042-4300-65070	SHOP SUPPLIES	08/05/2013	15.68
WAL-MART STORES INC.	042-4370-65060	INK	08/05/2013	62.95
WAL-MART STORES INC.	042-4405-65070	TOTES & DETERGENT	08/10/2013	17.91
WAL-MART STORES INC.	042-4405-65070	TOTES	08/05/2013	79.64
WARREN COUNTY ENGINEER	042-4300-65050	FUEL DISTRIBUTION	07/08/2013	1,595.01
WARREN COUNTY ENGINEER	042-4400-65050	FUEL DISTRIBUTION - VANS	07/08/2013	48.15
WARREN COUNTY ENGINEER	042-4445-65072	FUEL DISTRIBUTION - MISC	07/08/2013	359.76
WARREN COUNTY OIL	042-4345-63710	LP TANK RENTAL	07/31/2013	30.00
WHITLOCK, DOUG	042-4445-64250	ADULT SB UMPIRE	08/12/2013	100.00
WIEGERT DISPOSAL CO.	042-4330-64090	DUMPSTER - DOWNEY	08/01/2013	10.00
WIEGERT DISPOSAL CO.	042-4350-64090	DUMPSTER - MCCORD	08/01/2013	25.00
WIEGERT DISPOSAL CO.	042-4355-64090	DUMPSTER - MEMORIAL	08/01/2013	25.00
WIEGERT DISPOSAL CO.	042-4360-64090	DUMPSTER - MOATS	08/01/2013	35.00
WIEGERT DISPOSAL CO.	042-4370-64090	DUMPSTER - SHOP	08/01/2013	50.00
WIEGERT DISPOSAL CO.	042-4375-64090	DUMPSTER - PICKARD	08/01/2013	45.00
WIEGERT DISPOSAL CO.	042-4445-64990	DUMPSTER - PICKARD ADULT	08/01/2013	85.00
WIEGERT DISPOSAL CO.	042-4455-64990	DUMPSTER - SOCCER	08/01/2013	40.00
WIEGERT DISPOSAL CO.	042-4495-64990	DUMPSTER - SOFTBALL	08/01/2013	40.00
WOOSLEY LANDSCAPING & M	042-4305-64990	CONTRACT MOWING - ACTIVIT	08/05/2013	240.00
WOOSLEY LANDSCAPING & M	042-4310-64990	CONTRACT MOWING - BARKER	08/05/2013	90.00
WOOSLEY LANDSCAPING & M	042-4315-64990	CONTRACT MOWING - MCVAY	08/05/2013	270.00
WOOSLEY LANDSCAPING & M	042-4325-64990	CONTRACT MOWING - DAYTON	08/05/2013	90.00
WOOSLEY LANDSCAPING & M	042-4330-64990	CONTRACT MOWING - DOWNE	08/05/2013	180.00
WOOSLEY LANDSCAPING & M	042-4335-64990	CONTRACT MOWING - EASTON	08/05/2013	210.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
WOOSLEY LANDSCAPING & M	042-4350-64990	CONTRACT MOWING - MC COR	08/05/2013	390.00
WOOSLEY LANDSCAPING & M	042-4360-64990	CONTRACT MOWING - MOATS	08/05/2013	270.00
WOOSLEY LANDSCAPING & M	042-4365-64990	CONTRACT MOWING -O.C. PRO	08/05/2013	225.00
WOOSLEY LANDSCAPING & M	042-4375-64990	CONTRACT MOWING - PICKAR	08/05/2013	1,170.00
WOOSLEY LANDSCAPING & M	042-4380-64990	CONTRACT MOWING - SESQUI	08/05/2013	105.00
WOOSLEY LANDSCAPING & M	042-4395-64990	CONTRACT MOWING - WILLOW	08/05/2013	75.00
WOOSLEY LANDSCAPING & M	042-4355-64990	CONTRACT MOWING - MEMORI	08/05/2013	360.00
Total PARK & RECREATION FUND:				15,736.37

POOL (MEMORIAL) FUND

911 ETC INC	045-4500-63730	911 MONTHLY ACCESS CHARG	07/31/2013	1.67
ACCO UNLIMITED CORP.	045-4500-65011	VMAC CHLORINE	07/25/2013	566.90
A-E FARMS INC.	045-4510-65070	VMAC SB FOOD	07/20/2013	140.64
A-E FARMS INC.	045-4510-65070	VMAC SB FOOD	07/27/2013	131.40
ATLANTIC BOTTLING CO.	045-4510-65070	VMAC SB SUPPLIES	07/23/2013	117.07
BERLIN, MEGAN	045-4510-65070	VMAC FOOD	07/23/2013	15.90
CITY OF INDIANOLA - UTILITY	045-4500-63710	VMAC UTILITIES	07/31/2013	17,261.83
CR SERVICES	045-4500-65070	VMAC SUPPLIES	07/29/2013	58.99
FAREWAY STORE	045-4510-65070	VMAC SB FOOD	07/17/2013	11.35
FAREWAY STORE	045-4500-65070	VMAC SB FOOD	08/02/2013	2.19
FAREWAY STORE	045-4510-65070	VMAC SB FOOD	07/22/2013	10.88
FAREWAY STORE	045-4500-65070	VMAC SB FOOD	07/29/2013	10.58
FARNER-BROCKEN CO	045-4510-65070	VMAC SB FOOD	07/01/2013	546.72
FARNER-BROCKEN CO	045-4510-65070	VMAC SB FOOD RETURN - KET	07/10/2013	63.60-
FARNER-BROCKEN CO	045-4510-65070	VMAC SB FOOD	07/15/2013	329.44
FARNER-BROCKEN CO	045-4510-65070	VMAC SB FOOD	07/23/2013	528.29
FARNER-BROCKEN CO	045-4510-65070	VMAC SB FOOD	07/30/2013	379.83
FARNER-BROCKEN CO	045-4510-65070	VMAC SB FOOD	07/12/2013	410.58
IMWCA	045-4500-61599	WORKERS COMP INSTALL	08/01/2013	176.00
MAHASKA COMMUNICATION G	045-4500-63730	TELEPHONE	08/01/2013	12.97
MC COY HARDWARE INC	045-4500-65072	VMAC MAINTENANCE	07/23/2013	1.40
MC COY HARDWARE INC	045-4500-65072	VMAC MAINTENANCE	07/24/2013	14.83
MC COY HARDWARE INC	045-4500-65070	VMAC SUPPLIES	07/29/2013	7.64
MC COY HARDWARE INC	045-4500-65070	BULB	07/30/2013	18.89
MC COY HARDWARE INC	045-4500-65072	VMAC MAINTENANCE	07/19/2013	35.10
MID AMERICAN ENERGY CO.	045-4500-63710	VMAC UTILITIES	07/22/2013	1,818.34
VROEGH, PAT	045-4500-65990	LAUNDRY FOR VMAC	07/22/2013	30.00
WIEGERT DISPOSAL CO.	045-4500-64990	DUMPSTER - ACTIVITY CENTE	08/01/2013	25.00
WIEGERT DISPOSAL CO.	045-4500-64990	DUMPSTER - MAC	08/01/2013	35.00
WOOSLEY LANDSCAPING & M	045-4500-64990	CONTRACT MOWING - MAC	08/05/2013	285.00

Total POOL (MEMORIAL) FUND: 22,920.83

ROAD USE TAX FUND

911 ETC INC	110-2100-63730	911 MONTHLY ACCESS CHARG	07/31/2013	1.67
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	1,030.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	340.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	382.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	850.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	311.25
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	85.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	412.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	403.75
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	566.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	360.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	2,222.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	318.75

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/01/2013	510.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/20/2013	340.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	2,020.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	382.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	1,032.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	929.25
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	1,652.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	510.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	2,652.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	202.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	07/27/2013	382.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	707.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	1,019.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	808.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	707.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	404.00
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	446.25
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	252.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	722.50
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	318.75
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	531.25
AMERICAN CONCRETE PRODU	110-2100-65073	CONCRETE	08/03/2013	170.00
BLACKMAN, RYAN	110-2100-61440	WELLNESS AUG 2013	08/01/2013	25.00
CERTIFIED POWER INC	110-2100-63320	REPAIR HYD CYLINDER	08/07/2013	416.22
CNM OUTDOOR EQUIPMENT	110-2100-63320	REPAIRED PLATE TAMPER	08/05/2013	16.10
CR SERVICES	110-2100-65076	SAFETY GLASSES/SOAP/TOILE	08/13/2013	66.13
CUNNINGHAM, GARRY	110-2100-61440	WELLNESS AUG 2013	08/01/2013	25.00
ELLIOTT EQUIPMENT CO	110-2100-63320	MOTOR ASSY/GEAR BOX	08/05/2013	1,672.28
FASTENAL	110-2100-65074	BOLTS/NUTS	08/05/2013	18.71
FREIGHTLINER - DES MOINES	110-2100-63320	CHECKED TRUCK FOR REPAIR	08/05/2013	99.00
IMWCA	110-2100-61599	WORKERS COMP INSTALL	08/01/2013	1,712.00
INLAND TRUCK PARTS	110-2100-63320	NEW WINDOW/REPAIRS	08/02/2013	691.55
IOWA PRISON INDUSTRIES	110-2100-65074	NO PARKING SIGNS	07/24/2013	1,660.00
IOWA SIGNAL INC.	110-2100-63451	REPAIR SIGNALS	08/03/2013	388.00
LOGAN CONTRACTORS SUPPL	110-2100-65073	DIAMOND BLADE/DRILL BITS	07/31/2013	1,060.85
LOGAN CONTRACTORS SUPPL	110-2100-65073	CONCRETE DRILL BITS	08/13/2013	199.50
MAHASKA COMMUNICATION G	110-2100-63730	TELEPHONE	08/01/2013	12.97
MAHASKA COMMUNICATION G	110-2100-64900	INTERNET	08/01/2013	21.99
MC COY HARDWARE INC	110-2100-65072	RAZOR BLADE KNIFE/BLADES	08/13/2013	19.13
MURPHY TRACTOR & EQUIPM	110-2100-63320	HYDRAULIC LINE	08/05/2013	276.28
MURPHY TRACTOR & EQUIPM	110-2100-63320	HYDRAULIC CYLINDER	08/06/2013	89.40
NAPA AUTO PARTS	110-2100-63320	HYDRABOOST BRAKE	07/31/2013	255.60
NAPA AUTO PARTS	110-2100-65076	DRAIN PAN	07/31/2013	22.50
NAPA AUTO PARTS	110-2100-63320	AIR HOSE FITTINGS	07/31/2013	17.98
NAPA AUTO PARTS	110-2100-63320	CORE DEPOSIT - HYDRABOOS	07/31/2013	72.00-
O'REILLY AUTO PARTS	110-2100-65076	DRAIN PANS	07/31/2013	20.56
O'REILLY AUTO PARTS	110-2100-63320	FILTERS	08/08/2013	39.31
PIERCE BROTHERS REPAIR	110-2100-63320	REPAIRS	07/26/2013	48.00
PIERCE BROTHERS REPAIR	110-2100-63320	REPAIRS	07/11/2013	168.00
PRAXAIR DISTRIBUTION INC	110-2100-65076	GAS/OXYGEN TANK LEASE	07/26/2013	284.95
THEISEN'S	110-2100-65073	CONCRETE DRILL BITS	08/07/2013	49.98
THEISEN'S	110-2100-65072	SPOT LIGHT	08/08/2013	49.99
TRANS-IOWA EQUIPMENT INC	110-2100-63320	HYD FITTINGS	07/31/2013	139.53
VANDER HAAGS INC	110-2100-63320	NEW DRIVERS SEAT	07/31/2013	429.00
WARREN COUNTY ENGINEER	110-2100-65050	STREET DEPT	07/08/2013	3,213.68
YANDO, ED	110-2100-61810	CLOTHING ALLOWANCE	08/09/2013	62.51

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total ROAD USE TAX FUND:				37,183.12
LIBRARY SPECIAL REVENUE FUND				
AUDIOGO	141-4100-65024	BOOK ON CD	06/11/2013	50.00
AUDIOGO	141-4100-65024	3 BOOKS ON CD	06/18/2013	150.00
AUDIOGO	141-4100-65024	BOOK ON CD	06/25/2013	50.00
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/28/2013	43.08
BAKER AND TAYLOR	141-4100-65023	BOOKS	06/28/2013	193.90
BAKER AND TAYLOR	141-4100-65020	BOOKS	05/29/2013	376.21
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/05/2013	157.86
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/13/2013	2,724.83
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/13/2013	156.05
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/18/2013	320.10
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/19/2013	92.59
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/25/2013	114.51
BAKER AND TAYLOR	141-4100-65020	BOOK	07/02/2013	14.55
BAKER AND TAYLOR	141-4100-65020	BOOK	07/10/2013	13.97
BAKER AND TAYLOR	141-4100-65023	BOOKS	07/10/2013	165.00
BAKER AND TAYLOR	141-4100-65023	BOOKS	07/12/2013	61.81
BAKER AND TAYLOR	141-4100-65020	BOOKS	07/17/2013	74.96
BAKER AND TAYLOR	141-4100-65023	BOOKS	07/22/2013	137.20
BAKER AND TAYLOR	141-4100-65020	BOOKS	06/20/2013	64.57
GALE/CENGAGE LEARNING	141-4100-65020	BOOK	06/18/2013	23.24
GALE/CENGAGE LEARNING	141-4100-65020	BOOK	06/19/2013	28.79
GALE/CENGAGE LEARNING	141-4100-65020	BOOK	06/24/2013	20.99
GALE/CENGAGE LEARNING	141-4100-65020	BOOKS	06/25/2013	177.68
GALE/CENGAGE LEARNING	141-4100-65020	BOOKS	06/25/2013	97.47
GALE/CENGAGE LEARNING	141-4100-65020	BOOKS	06/26/2013	80.97
HY-VEE FOOD STORE	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/25/2013	21.98
HY-VEE FOOD STORE	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/22/2013	45.96
JANWAY COMPANY USA INC	141-4100-65020	250 BAGS	07/30/2013	407.26
RANDOM HOUSE INC.	141-4100-65024	BOOK ON CD	06/14/2013	33.75
RANDOM HOUSE INC.	141-4100-65024	BOOK ON CD	07/01/2013	63.75
RANDOM HOUSE INC.	141-4100-65024	BOOK ON CD	07/03/2013	11.66
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/14/2013	2.70
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/10/2013	42.26
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/19/2013	30.03
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/25/2013	10.98
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/30/2013	22.80
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/11/2013	54.63
WAL-MART STORES INC.	141-4100-65023	SUMMER PROGRAM SUPPLIES	07/31/2013	34.53
WAL-MART STORES INC.	141-4100-65023	SUPPLIES	06/09/2013	2.58
Total LIBRARY SPECIAL REVENUE FUND:				6,175.20
PARK & REC SPECIAL REV FUND				
GREEN ACRES GARDEN CENT	142-4635-65070	COMPOST	07/17/2013	120.00
IOWA LANDSCAPE SUPPLY	142-4635-65070	EDGING	08/06/2013	975.00
IOWA P.R.A.	142-4610-65991	TICKETS	07/31/2013	877.00
PETTY CASH-RECREATION	142-4615-65992	KEY CARD - LITTLE	08/05/2013	64.50
PETTY CASH-RECREATION	142-4615-65992	KEY CARD - BREEDEN	08/07/2013	9.50
PETTY CASH-RECREATION	142-4615-65992	KEY CARD - COWIE	08/12/2013	20.00
Total PARK & REC SPECIAL REV FUND:				2,066.00
CAPITAL PROJECTS FUND				
BANKERS TRUST COMPANY	301-8000-64990	FINANCIAL MGMT SERVICES -	07/30/2013	521.32

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total CAPITAL PROJECTS FUND:				521.32
STREET CAPITAL PROJECTS FUND				
WOOSLEY LANDSCAPING & M	321-2100-64872	611 E 1ST AVE/700 E 1ST AVE/7	08/01/2013	110.00
Total STREET CAPITAL PROJECTS FUND:				110.00
SEWER FUND				
911 ETC INC	610-8300-63730	911 MONTHLY ACCESS CHARG	07/31/2013	6.67
AMERICAN CONCRETE PRODU	610-8325-63453	MH 760 REPAIR, 1107 E GIRAR	07/27/2013	463.50
AMERICAN CONCRETE PRODU	610-8325-63453	MH 760 REPAIR, 1107 E GIRAR	07/27/2013	721.00
BYERS, ARCHIE	610-8300-66989	I & I REIMBURSEMENT - 501 S	08/08/2013	995.00
ENVIRONMENTAL RESOURCE	610-8350-65012	LAB SUPPLIES	08/01/2013	259.82
ENVIRONMENTAL RESOURCE	610-8350-65012	LAB SUPPLIES	08/02/2013	179.08
HACH COMPANY	610-8350-65012	LAB SUPPLIES	08/06/2013	401.07
HYDRO KLEAN	610-8350-63100	CLEAN LINES IN DIGESTER BL	07/31/2013	1,762.40
IMWCA	610-8300-61599	WORKERS COMP INSTALL	08/01/2013	631.00
INFOMAX OFFICE SYSTEMS IN	610-8300-64990	COPIER	07/23/2013	196.92
INTERSTATE POWER SYSTEM	610-8325-63410	65/69 GENERATOR BATTERY	07/31/2013	1,195.04
IOWA ASSOC OF MUN UTILITIE	610-8300-62300	JULY SAFETY CONSULTATION	07/31/2013	480.00
IOWA ONE CALL	610-8325-64990	WPC-LOCATING NOTIFICATION	08/07/2013	65.93
LAMPORT, JILL ROSSITER & D	610-8300-66989	I & I REIMBURSEMENT	08/05/2013	501.60
MAHASKA COMMUNICATION G	610-8300-63730	TELEPHONE	08/01/2013	51.87
MAHASKA COMMUNICATION G	610-8300-64990	INTERNET	08/01/2013	21.99
MC COY HARDWARE INC	610-8325-63453	MANHOLE REPAIR	08/05/2013	21.58
MC COY HARDWARE INC	610-8325-63453	MANHOLE REPAIR	08/05/2013	12.93
MC COY HARDWARE INC	610-8350-65082	SHIPPING	08/09/2013	9.47
MC COY HARDWARE INC	610-8350-65082	RETURN LOANER CAMERA	08/12/2013	20.98
NOLASOFT DEVELOPMENT	610-8300-64990	E-MAIL HOSTING	08/01/2013	84.00
OVERHEAD DOOR COMPANY	610-8350-63100	SOUTH DOOR	08/08/2013	152.00
PIERCE BROTHERS REPAIR	610-8325-63410	WELD BAR SCREEN RAKE	08/02/2013	28.00
PRAXAIR DISTRIBUTION INC	610-8350-64151	OXYGEN TANK RENTAL	07/26/2013	152.95
TELRITE CORPORATION	610-8300-63730	LONG DISTANCE SERVICE	07/22/2013	4.18
VAN METER INC	610-8325-65072	EXTRA PROCESSOR CARD	08/06/2013	1,081.06
WAL-MART STORES INC.	610-8350-65060	OFFICE SUPPLIES	08/02/2013	54.76
WARREN COUNTY ENGINEER	610-8300-65050	FUEL DISTRIBUTION	07/08/2013	1,353.44
WARREN COUNTY OIL	610-8350-64151	LP TANK RENTAL	07/31/2013	39.00
WARREN COUNTY OIL	610-8350-64151	LP TANK RENTAL	07/31/2013	54.00
Total SEWER FUND:				11,001.24
SEWER CAPITAL PROJECTS FUND				
MUNICIPAL PIPE TOOL CO.	710-8300-67502	I & I PHASE 4	08/09/2013	23,441.25
Total SEWER CAPITAL PROJECTS FUND:				23,441.25
HRA FUND				
HUNERDOSSE, JORY	830-1500-61525	VISION EXPENSE	08/02/2013	454.28
KABEL BUSINESS SERVICES	830-6500-61525	ACTIVE EMPLOYEE CLAIMS	08/01/2013	8,998.66
KABEL BUSINESS SERVICES	830-6500-61525	TERMED/RETIREEES CLAIMS	08/01/2013	296.71
KABEL BUSINESS SERVICES	830-6500-61525	ACTIVE EMPLOYEE ADMIN	07/31/2013	329.00
KABEL BUSINESS SERVICES	830-6500-61525	TERMED/RETIREEES ADMIN	07/31/2013	49.00
Total HRA FUND:				10,127.65
CITY LIAB INS RESERVE FUND				
SANDY, DON	850-8300-64089	SYSTEM CLEANOUT DUE TO R	06/24/2013	149.98

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total CITY LIAB INS RESERVE FUND:				149.98
Grand Totals:				184,525.67

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
911 ETC INC				
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	10.82	GENERAL FUND
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	2.50	GENERAL FUND
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	1.67	ROAD USE TAX FU
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	15.00	POLICE FUND
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	9.17	FIRE FUND
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	1.67	POOL (MEMORIAL)
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	4.17	PARK & RECREATI
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	13.33	PARK & RECREATI
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	9.17	LIBRARY FUND
911 ETC INC	911 MONTHLY ACCESS CHARGE	07/31/2013	6.67	SEWER FUND
Total 911 ETC INC:			74.17	
ACCO UNLIMITED CORP.				
ACCO UNLIMITED CORP.	VMAC CHLORINE	07/25/2013	566.90	POOL (MEMORIAL)
Total ACCO UNLIMITED CORP.:			566.90	
ADVANTAGE COMPANIES				
ADVANTAGE COMPANIES	MICROFILM RECORD-HERALD JANUARY 20	07/09/2013	512.00	LIBRARY FUND
Total ADVANTAGE COMPANIES:			512.00	
A-E FARMS INC.				
A-E FARMS INC.	VMAC SB FOOD	07/20/2013	140.64	POOL (MEMORIAL)
A-E FARMS INC.	VMAC SB FOOD	07/27/2013	131.40	POOL (MEMORIAL)
Total A-E FARMS INC.:			272.04	
AGRILAND FS INC				
AGRILAND FS INC	FIELD DRY	07/25/2013	858.40	PARK & RECREATI
Total AGRILAND FS INC:			858.40	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	REPLACED BELT	07/31/2013	170.79	GENERAL FUND
AIR-CON MECHANICAL CORP.	QUARTERLY AGREEMENT	08/09/2013	887.14	LIBRARY FUND
Total AIR-CON MECHANICAL CORP.:			1,057.93	
ALADTEC INC				
ALADTEC INC	SOFTWARE FEE	08/02/2013	348.75	FIRE FUND
ALADTEC INC	SOFTWARE FEE	08/02/2013	348.75	AMBULANCE FUN
Total ALADTEC INC:			697.50	
ALLSUP, PAT				
ALLSUP, PAT	MILEAGE - TRAINING	08/06/2013	28.25	POLICE FUND
Total ALLSUP, PAT:			28.25	
AMERICAN CONCRETE PRODUCT				
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	1,030.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	340.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	382.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	850.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	311.25	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	85.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	412.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	403.75	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	566.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	360.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	2,222.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	318.75	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/01/2013	510.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/20/2013	340.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	2,020.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	382.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	1,032.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	929.25	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	1,652.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	MH 760 REPAIR, 1107 E GIRARD	07/27/2013	463.50	SEWER FUND
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	510.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	MH 760 REPAIR, 1107 E GIRARD	07/27/2013	721.00	SEWER FUND
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	2,652.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	202.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	07/27/2013	382.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	707.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	1,019.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	808.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	707.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	404.00	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	446.25	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	252.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	722.50	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	318.75	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	531.25	ROAD USE TAX FU
AMERICAN CONCRETE PRODU	CONCRETE	08/03/2013	170.00	ROAD USE TAX FU
Total AMERICAN CONCRETE PRODUCT:			25,166.25	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	VMAC SB SUPPLIES	07/23/2013	117.07	POOL (MEMORIAL)
Total ATLANTIC BOTTLING CO.:			117.07	
AUDIOGO				
AUDIOGO	BOOK ON CD	06/11/2013	50.00	LIBRARY SPECIAL
AUDIOGO	3 BOOKS ON CD	06/18/2013	150.00	LIBRARY SPECIAL
AUDIOGO	BOOK ON CD	06/25/2013	50.00	LIBRARY SPECIAL
Total AUDIOGO:			250.00	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAIN	DVD'S	06/20/2013	36.44	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	06/20/2013	7.28	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	07/10/2013	68.48	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			112.20	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOK	06/18/2013	11.19-	LIBRARY FUND
BAKER AND TAYLOR	BOOK	06/18/2013	9.25-	LIBRARY FUND
BAKER AND TAYLOR	BOOK	07/10/2013	9.51-	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	06/28/2013	575.06	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BAKER AND TAYLOR	BOOKS	06/28/2013	43.08	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/28/2013	193.90	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	05/29/2013	376.21	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/05/2013	157.86	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/13/2013	2,724.83	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/13/2013	156.05	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/18/2013	320.10	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/19/2013	92.59	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/25/2013	114.51	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/26/2013	134.07	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/02/2013	475.61	LIBRARY FUND
BAKER AND TAYLOR	BOOK	07/02/2013	14.55	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/09/2013	443.22	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/10/2013	193.37	LIBRARY FUND
BAKER AND TAYLOR	BOOK	07/10/2013	13.97	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/10/2013	165.00	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/12/2013	61.81	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/17/2013	1,047.32	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/17/2013	74.96	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/22/2013	77.45	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/22/2013	137.20	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	06/12/2013	354.29	LIBRARY FUND
BAKER AND TAYLOR	BOOK	05/29/2013	21.92	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	06/20/2013	64.57	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/10/2013	62.65	LIBRARY FUND
BAKER AND TAYLOR	CREDIT APPLIED FOR PREPAID INVOICE FR	06/05/2013	7,866.00-	LIBRARY FUND
Total BAKER AND TAYLOR:			200.20	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	FINANCIAL MGMT SERVICES	07/30/2013	3,707.28	GENERAL FUND
BANKERS TRUST COMPANY	FINANCIAL MGMT SERVICES - YMCA ACCT	07/30/2013	521.32	CAPITAL PROJECT
Total BANKERS TRUST COMPANY:			4,228.60	
BERLIN, MEGAN				
BERLIN, MEGAN	VMAC FOOD	07/23/2013	15.90	POOL (MEMORIAL)
Total BERLIN, MEGAN:			15.90	
BLACKMAN, RYAN				
BLACKMAN, RYAN	WELLNESS AUG 2013	08/01/2013	25.00	ROAD USE TAX FU
Total BLACKMAN, RYAN:			25.00	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	2 MAGNETIC NAME BADGES	07/23/2013	23.00	LIBRARY FUND
Total BOB'S CUSTOM TROPHIES:			23.00	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	MEDS	08/06/2013	59.60	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			59.60	
BRADLEY, AFTON				
BRADLEY, AFTON	EAR PLUGS - VMAC	07/10/2013	4.76	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BRADLEY, AFTON:			4.76	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL SERVICES	07/25/2013	255.00	GENERAL FUND
BRICK GENTRY P.C.	ADA INFO	07/25/2013	360.00	PARK & RECREATI
Total BRICK GENTRY P.C.:			615.00	
BROKEN ARROW				
BROKEN ARROW	UNIFORMS	08/02/2013	236.59	POLICE FUND
Total BROKEN ARROW:			236.59	
BYERS, ARCHIE				
BYERS, ARCHIE	I & I REIMBURSEMENT - 501 S BUXTON	08/08/2013	995.00	SEWER FUND
Total BYERS, ARCHIE:			995.00	
CAPITAL EXPRESS				
CAPITAL EXPRESS	POSTAGE	07/30/2013	39.40	GENERAL FUND
Total CAPITAL EXPRESS:			39.40	
CARLSON, JANE				
CARLSON, JANE	ALA MEMBERSHIP REIMBURSEMENT	08/09/2013	130.00	LIBRARY FUND
CARLSON, JANE	WALGREENS - PICTURES FOR PROGRAM	08/13/2013	7.10	LIBRARY FUND
Total CARLSON, JANE:			137.10	
CARPENTER UNIFORM CO				
CARPENTER UNIFORM CO	UNIFORMS	08/06/2013	49.99	POLICE FUND
CARPENTER UNIFORM CO	UNIFORMS	08/08/2013	47.99	POLICE FUND
Total CARPENTER UNIFORM CO:			97.98	
CARR, AMY				
CARR, AMY	MUSICIANS - BUXTON GARDEN PARTY	08/08/2013	400.00	PARK & RECREATI
Total CARR, AMY:			400.00	
CAVENDISH SQUARE				
CAVENDISH SQUARE	BOOKS	06/20/2013	258.33	LIBRARY FUND
CAVENDISH SQUARE	BOOKS	07/17/2013	193.91	LIBRARY FUND
Total CAVENDISH SQUARE:			452.24	
CENTER POINT LARGE PRINT				
CENTER POINT LARGE PRINT	12 BOOKS	06/21/2013	186.31	LIBRARY FUND
Total CENTER POINT LARGE PRINT:			186.31	
CENTURYLINK				
CENTURYLINK	911 PHONE	07/22/2013	54.07	PARK & RECREATI
Total CENTURYLINK:			54.07	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CERTIFIED POWER INC				
CERTIFIED POWER INC	REPAIR HYD CYLINDER	08/07/2013	416.22	ROAD USE TAX FU
Total CERTIFIED POWER INC:			416.22	
CHARTWELLS DINING SERVICES				
CHARTWELLS DINING SERVIC	MEETING	08/02/2013	50.28	GENERAL FUND
Total CHARTWELLS DINING SERVICES:			50.28	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	SUPPLIES	08/05/2013	10.31	FIRE FUND
Total CIRCLE B CASHWAY:			10.31	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES - MEMORIAL	07/31/2013	94.16	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - BARKER	07/31/2013	43.18	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - PICKARD	07/31/2013	639.43	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MCCORD	07/31/2013	54.87	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	07/31/2013	886.58	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - DOWNEY	07/31/2013	23.81	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - SHOP	07/31/2013	197.11	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - TRAIL	07/31/2013	51.83	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - PICKARD	07/31/2013	236.30	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	ADULT SB UTILITIES	07/31/2013	1,039.18	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MOATS	07/31/2013	52.96	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	VMAC UTILITIES	07/31/2013	17,261.83	POOL (MEMORIAL)
CITY OF INDIANOLA - UTILITY	UTILITIES - BUXTON	07/31/2013	715.47	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	07/31/2013	1,790.50	LIBRARY FUND
Total CITY OF INDIANOLA - UTILITY:			23,087.21	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CHAIN SAW CHAINS	07/31/2013	48.76	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	TRIMMER PARTS	08/01/2013	8.88	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	REPAIRED PLATE TAMPER	08/05/2013	16.10	ROAD USE TAX FU
Total CNM OUTDOOR EQUIPMENT:			73.74	
COPY PLUS				
COPY PLUS	1 REAM OF PAPER AND 2 BOXES OF ENVEL	07/30/2013	15.00	LIBRARY FUND
Total COPY PLUS:			15.00	
CR SERVICES				
CR SERVICES	MONTHLY CLEANING	07/16/2013	1,255.00	LIBRARY FUND
CR SERVICES	SUPPLIES	07/16/2013	42.02	LIBRARY FUND
CR SERVICES	VMAC SUPPLIES	07/29/2013	58.99	POOL (MEMORIAL)
CR SERVICES	1ST AID SUPPLIES	08/05/2013	12.55	PARK & RECREATI
CR SERVICES	SAFETY GLASSES/SOAP/TOILET PAPER	08/13/2013	66.13	ROAD USE TAX FU
Total CR SERVICES:			1,434.69	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	ADULT SB UMPIRE	08/12/2013	125.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CRAWFORD, RICHARD L.:			125.00	
CUNNINGHAM, GARRY				
CUNNINGHAM, GARRY	WELLNESS AUG 2013	08/01/2013	25.00	ROAD USE TAX FU
Total CUNNINGHAM, GARRY:			25.00	
ED ROEHR SAFETY PRODUCTS				
ED ROEHR SAFETY PRODUCT	EQUIPMENT - TASERS	07/29/2013	2,888.33	POLICE FUND
Total ED ROEHR SAFETY PRODUCTS:			2,888.33	
EDJE TECHNOLOGIES INC				
EDJE TECHNOLOGIES INC	PRINTING	07/31/2013	171.29	PARK & RECREATI
Total EDJE TECHNOLOGIES INC:			171.29	
ELLIOTT EQUIPMENT CO				
ELLIOTT EQUIPMENT CO	MOTOR ASSY/GEAR BOX	08/05/2013	1,672.28	ROAD USE TAX FU
Total ELLIOTT EQUIPMENT CO:			1,672.28	
EMERGENCY SERVICES MARKETING CORP				
EMERGENCY SERVICES MARK	ANNUAL FEE	08/07/2013	362.00	FIRE FUND
EMERGENCY SERVICES MARK	ANNUAL FEE	08/07/2013	362.00	AMBULANCE FUN
Total EMERGENCY SERVICES MARKETING CORP:			724.00	
ENVIRONMENTAL RESOURCE ASSOCIATES				
ENVIRONMENTAL RESOURCE	LAB SUPPLIES	08/01/2013	259.82	SEWER FUND
ENVIRONMENTAL RESOURCE	LAB SUPPLIES	08/02/2013	179.08	SEWER FUND
Total ENVIRONMENTAL RESOURCE ASSOCIATES:			438.90	
FAREWAY STORE				
FAREWAY STORE	VMAC SB FOOD	07/17/2013	11.35	POOL (MEMORIAL)
FAREWAY STORE	VMAC SB FOOD	08/02/2013	2.19	POOL (MEMORIAL)
FAREWAY STORE	VMAC SB FOOD	07/22/2013	10.88	POOL (MEMORIAL)
FAREWAY STORE	VMAC SB FOOD	07/29/2013	10.58	POOL (MEMORIAL)
Total FAREWAY STORE:			35.00	
FARNER-BROCKEN CO				
FARNER-BROCKEN CO	VMAC SB FOOD	07/01/2013	546.72	POOL (MEMORIAL)
FARNER-BROCKEN CO	VMAC SB FOOD RETURN - KETCHUP	07/10/2013	63.60	POOL (MEMORIAL)
FARNER-BROCKEN CO	VMAC SB FOOD	07/15/2013	329.44	POOL (MEMORIAL)
FARNER-BROCKEN CO	VMAC SB FOOD	07/23/2013	528.29	POOL (MEMORIAL)
FARNER-BROCKEN CO	VMAC SB FOOD	07/30/2013	379.83	POOL (MEMORIAL)
FARNER-BROCKEN CO	VMAC SB FOOD	07/12/2013	410.58	POOL (MEMORIAL)
Total FARNER-BROCKEN CO:			2,131.26	
FASTENAL				
FASTENAL	BOLTS/NUTS	08/05/2013	18.71	ROAD USE TAX FU
Total FASTENAL:			18.71	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
FREIGHTLINER - DES MOINES				
FREIGHTLINER - DES MOINES	CHECKED TRUCK FOR REPAIRS	08/05/2013	99.00	ROAD USE TAX FU
Total FREIGHTLINER - DES MOINES:			99.00	
GALE/CENGAGE LEARNING				
GALE/CENGAGE LEARNING	BOOK	06/18/2013	23.24	LIBRARY SPECIAL
GALE/CENGAGE LEARNING	BOOK	06/19/2013	28.79	LIBRARY SPECIAL
GALE/CENGAGE LEARNING	BOOK	06/24/2013	20.99	LIBRARY SPECIAL
GALE/CENGAGE LEARNING	BOOKS	06/25/2013	177.68	LIBRARY SPECIAL
GALE/CENGAGE LEARNING	BOOKS	06/25/2013	97.47	LIBRARY SPECIAL
GALE/CENGAGE LEARNING	BOOKS	06/26/2013	80.97	LIBRARY SPECIAL
Total GALE/CENGAGE LEARNING:			429.14	
GATEWAY EDI				
GATEWAY EDI	ELECTRONIC BILLING	08/01/2013	62.16	AMBULANCE FUN
Total GATEWAY EDI:			62.16	
GEOCOMM INC				
GEOCOMM INC	SUPPORT	08/01/2013	800.00	AMBULANCE FUN
Total GEOCOMM INC:			800.00	
GOODALE, DAWN				
GOODALE, DAWN	REFUND - P & REC FEE	07/30/2013	50.00	PARK & RECREATI
Total GOODALE, DAWN:			50.00	
GREATER DM PARTNERSHIP				
GREATER DM PARTNERSHIP	MEMBERSHIP DUES	07/15/2013	2,500.00	GENERAL FUND
Total GREATER DM PARTNERSHIP:			2,500.00	
GREEN ACRES GARDEN CENTER				
GREEN ACRES GARDEN CENT	COMPOST	07/17/2013	120.00	PARK & REC SPEC
Total GREEN ACRES GARDEN CENTER:			120.00	
HAARHUES, K. MICHAEL				
HAARHUES, K. MICHAEL	ADULT SB UMPIRE	08/12/2013	100.00	PARK & RECREATI
Total HAARHUES, K. MICHAEL:			100.00	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	08/06/2013	401.07	SEWER FUND
Total HACH COMPANY:			401.07	
HEROLD, VICKI				
HEROLD, VICKI	MILEAGE FOR CLASS	08/09/2013	22.60	AMBULANCE FUN
HEROLD, VICKI	MEAL	08/09/2013	3.82	AMBULANCE FUN
Total HEROLD, VICKI:			26.42	
HIRE IMAGE				
HIRE IMAGE	BACKGROUND CHECKS	08/05/2013	370.50	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HIRE IMAGE:			370.50	
HUNERDOSSE. JORY				
HUNERDOSSE. JORY	VISION EXPENSE	08/02/2013	454.28	HRA FUND
Total HUNERDOSSE. JORY:			454.28	
HYDRO KLEAN				
HYDRO KLEAN	CLEAN LINES IN DIGESTER BLDG	07/31/2013	1,762.40	SEWER FUND
Total HYDRO KLEAN:			1,762.40	
HY-VEE FOOD STORE				
HY-VEE FOOD STORE	SUMMER PROGRAM SUPPLIES	07/25/2013	21.98	LIBRARY SPECIAL
HY-VEE FOOD STORE	SUMMER PROGRAM SUPPLIES	07/22/2013	45.96	LIBRARY SPECIAL
HY-VEE FOOD STORE	EVENT ADMISSIONS	08/07/2013	120.00	PARK & RECREATI
Total HY-VEE FOOD STORE:			187.94	
I.P.E.R.S.				
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR AFTON BR	08/06/2013	88.44	PARK & RECREATI
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JAMES ISL	08/06/2013	65.75	PARK & RECREATI
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JUNIOR ST	08/06/2013	141.54	GENERAL FUND
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JASON DA	08/06/2013	205.68	FIRE FUND
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JASON DA	08/06/2013	822.70	AMBULANCE FUN
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR MACKENZI	08/06/2013	119.22	FIRE FUND
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR MACKENZI	08/06/2013	476.87	AMBULANCE FUN
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JUSTIN BR	08/06/2013	130.00	FIRE FUND
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JUSTIN BR	08/06/2013	520.00	AMBULANCE FUN
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JEREMY C	08/06/2013	165.41	FIRE FUND
I.P.E.R.S.	IPERS WAGE ADJUSTMENT FOR JEREMY C	08/06/2013	661.64	AMBULANCE FUN
Total I.P.E.R.S.:			3,397.25	
ILLOWA COMMUNICATIONS				
ILLOWA COMMUNICATIONS	INSTALL EQUIPMENT	07/26/2013	829.47	POLICE FUND
Total ILLOWA COMMUNICATIONS:			829.47	
IMWCA				
IMWCA	WORKERS COMP INSTALL	08/01/2013	261.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	21.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	4.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	250.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	46.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	28.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	11.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	2,463.00	POLICE FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	4,918.00	FIRE FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	1,967.00	AMBULANCE FUN
IMWCA	WORKERS COMP INSTALL	08/01/2013	44.00	LIBRARY FUND
IMWCA	WORKERS COMP INSTALL	08/01/2013	221.00	PARK & RECREATI
IMWCA	WORKERS COMP INSTALL	08/01/2013	688.00	PARK & RECREATI
IMWCA	WORKERS COMP INSTALL	08/01/2013	515.00	PARK & RECREATI
IMWCA	WORKERS COMP INSTALL	08/01/2013	176.00	POOL (MEMORIAL)
IMWCA	WORKERS COMP INSTALL	08/01/2013	1,712.00	ROAD USE TAX FU
IMWCA	WORKERS COMP INSTALL	08/01/2013	631.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IMWCA:			13,956.00	
INDOFF INCORPORATED				
INDOFF INCORPORATED	OFFICE SUPPLIES	07/22/2013	29.61	LIBRARY FUND
INDOFF INCORPORATED	OFFICE SUPPLIES	07/22/2013	44.22	LIBRARY FUND
Total INDOFF INCORPORATED:			73.83	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTER/COPIER LEASE CHARGES	07/23/2013	203.52	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	COPIER	07/23/2013	196.92	SEWER FUND
INFOMAX OFFICE SYSTEMS IN	CANON - LARGE PRINTER - PRINT HEAD	07/31/2013	451.50	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	MONTHLY MAINTENANCE	08/02/2013	64.28	LIBRARY FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/05/2013	78.82	POLICE FUND
Total INFOMAX OFFICE SYSTEMS INC.:			995.04	
INLAND TRUCK PARTS				
INLAND TRUCK PARTS	NEW WINDOW/REPAIRS	08/02/2013	691.55	ROAD USE TAX FU
Total INLAND TRUCK PARTS:			691.55	
INSTITUTE OF PUBLIC AFFAIRS				
INSTITUTE OF PUBLIC AFFAIRS	TRAINING	07/31/2013	2,569.07	GENERAL FUND
Total INSTITUTE OF PUBLIC AFFAIRS:			2,569.07	
INTERSTATE POWER SYSTEMS				
INTERSTATE POWER SYSTEM	65/69 GENERATOR BATTERY	07/31/2013	1,195.04	SEWER FUND
Total INTERSTATE POWER SYSTEMS:			1,195.04	
IOWA ASSOC OF MUN UTILITIES				
IOWA ASSOC OF MUN UTILITIE	JULY SAFETY CONSULTATION - WPC	07/31/2013	480.00	SEWER FUND
Total IOWA ASSOC OF MUN UTILITIES:			480.00	
IOWA LANDSCAPE SUPPLY				
IOWA LANDSCAPE SUPPLY	EDGING	08/06/2013	975.00	PARK & REC SPEC
Total IOWA LANDSCAPE SUPPLY:			975.00	
IOWA ONE CALL				
IOWA ONE CALL	WPC-LOCATING NOTIFICATION/293 TICKET	08/07/2013	65.93	SEWER FUND
Total IOWA ONE CALL:			65.93	
IOWA P.R.A.				
IOWA P.R.A.	TICKETS	07/31/2013	877.00	PARK & REC SPEC
Total IOWA P.R.A.:			877.00	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	NO PARKING SIGNS	07/24/2013	1,660.00	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			1,660.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	REPAIR SIGNALS	08/03/2013	388.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			388.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGMT - LIBRARY	07/31/2013	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT C	WATER MGMT - MUN BLDG	07/31/2013	150.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
J & M SERVICES				
J & M SERVICES	1500 W JACKSON MECH. PERMIT REFUND	07/19/2013	32.50	GENERAL FUND
Total J & M SERVICES:			32.50	
JANWAY COMPANY USA INC				
JANWAY COMPANY USA INC	250 BAGS	07/30/2013	407.26	LIBRARY SPECIAL
Total JANWAY COMPANY USA INC:			407.26	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	DOOR LOCK REPAIR	07/25/2013	52.95	PARK & RECREATI
Total JESS' LOCK AND KEY:			52.95	
JIM'S JOHNS				
JIM'S JOHNS	KYBO - BARKER	07/25/2013	40.00	PARK & RECREATI
JIM'S JOHNS	KYBO - DAYTON	07/25/2013	40.00	PARK & RECREATI
JIM'S JOHNS	KYBO - DOWNEY	07/25/2013	40.00	PARK & RECREATI
JIM'S JOHNS	KYBO - PICKARD SOUTH	07/25/2013	40.00	PARK & RECREATI
JIM'S JOHNS	KYBO - SOUTH PARK	07/25/2013	40.00	PARK & RECREATI
JIM'S JOHNS	KYBO - DUMP	07/25/2013	40.00	GENERAL FUND
JIM'S JOHNS	KYBO - O.C.P. (SALEM CT)	07/25/2013	40.00	PARK & RECREATI
JIM'S JOHNS	KYBO - DENELSKY	07/25/2013	40.00	PARK & RECREATI
Total JIM'S JOHNS:			320.00	
KABEL BUSINESS SERVICES				
KABEL BUSINESS SERVICES	ACTIVE EMPLOYEE CLAIMS	08/01/2013	8,998.66	HRA FUND
KABEL BUSINESS SERVICES	TERMED/RETIREEES CLAIMS	08/01/2013	296.71	HRA FUND
KABEL BUSINESS SERVICES	ACTIVE EMPLOYEE ADMIN	07/31/2013	329.00	HRA FUND
KABEL BUSINESS SERVICES	TERMED/RETIREEES ADMIN	07/31/2013	49.00	HRA FUND
Total KABEL BUSINESS SERVICES:			9,673.37	
KONICA MINOLTA BUSINESS SOLUTIONS				
KONICA MINOLTA BUSINESS S	COPIES	07/31/2013	16.50	PARK & RECREATI
Total KONICA MINOLTA BUSINESS SOLUTIONS:			16.50	
KOSMAN, MISTI L.				
KOSMAN, MISTI L.	1ST HALF OF AUGUST	08/14/2013	2,166.67	GENERAL FUND
Total KOSMAN, MISTI L.:			2,166.67	
LAMPORT, JILL ROSSITER & DENNIS				
LAMPORT, JILL ROSSITER & D	I & I REIMBURSEMENT	08/05/2013	501.60	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total LAMPORT, JILL ROSSITER & DENNIS:			501.60	
LARGESSE, RICK				
LARGESSE, RICK	MEALS/FOOD - TRAINING	08/07/2013	103.40	POLICE FUND
Total LARGESSE, RICK:			103.40	
LEADER, THE				
LEADER, THE	JULY WEEKLY FLYER	08/01/2013	75.00	GENERAL FUND
Total LEADER, THE:			75.00	
LIBRARY IDEAS LLC				
LIBRARY IDEAS LLC	FREEGAL MUSIC SUBSCRIPTION	07/24/2013	1,575.00	LIBRARY FUND
LIBRARY IDEAS LLC	FREEGAL MUSIC SUBSCRIPTION	07/24/2013	1,575.00	LIBRARY FUND
Total LIBRARY IDEAS LLC:			3,150.00	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	DIAMOND BLADE/DRILL BITS	07/31/2013	1,060.85	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	CONCRETE DRILL BITS	08/13/2013	199.50	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			1,260.35	
MAHASKA COMMUNICATION GROUP				
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	65.92	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	84.29	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	19.45	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	12.97	ROAD USE TAX FU
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	21.99	ROAD USE TAX FU
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	116.71	POLICE FUND
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	21.99	POLICE FUND
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	71.32	FIRE FUND
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	21.99	FIRE FUND
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	12.97	POOL (MEMORIAL)
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	28.43	AMBULANCE FUN
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	32.42	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	63.34	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	97.26	PARK & RECREATI
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	21.99	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	71.32	LIBRARY FUND
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	21.99	LIBRARY FUND
MAHASKA COMMUNICATION G	TELEPHONE	08/01/2013	51.87	SEWER FUND
MAHASKA COMMUNICATION G	INTERNET	08/01/2013	21.99	SEWER FUND
Total MAHASKA COMMUNICATION GROUP:			860.21	
MATHIEU, ERIC				
MATHIEU, ERIC	MILEAGE	08/12/2013	88.14	GENERAL FUND
MATHIEU, ERIC	MEALS	08/12/2013	71.00	GENERAL FUND
Total MATHIEU, ERIC:			159.14	
MC COY HARDWARE INC				
MC COY HARDWARE INC	RAZOR BLADE KNIFE/BLADES	08/13/2013	19.13	ROAD USE TAX FU
MC COY HARDWARE INC	BUILDING SUPPLIES	07/22/2013	9.55	FIRE FUND
MC COY HARDWARE INC	VMAC MAINTENANCE	07/23/2013	1.40	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MC COY HARDWARE INC	VMAC MAINTENANCE	07/24/2013	14.83	POOL (MEMORIAL)
MC COY HARDWARE INC	BUILDING SUPPLIES	07/25/2013	1.94	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	07/26/2013	4.83	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	07/27/2013	5.39	FIRE FUND
MC COY HARDWARE INC	VMAC SUPPLIES	07/29/2013	7.64	POOL (MEMORIAL)
MC COY HARDWARE INC	BUILDING SUPPLIES	07/30/2013	3.59	FIRE FUND
MC COY HARDWARE INC	BULB	07/30/2013	18.89	POOL (MEMORIAL)
MC COY HARDWARE INC	BUILDING SUPPLIES	07/30/2013	4.93	FIRE FUND
MC COY HARDWARE INC	BATTERIES	07/31/2013	8.08	PARK & RECREATI
MC COY HARDWARE INC	BUILDING SUPPLIES	08/01/2013	2.51	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	08/01/2013	2.52	FIRE FUND
MC COY HARDWARE INC	CABLE TIES	08/02/2013	5.84	PARK & RECREATI
MC COY HARDWARE INC	MANHOLE REPAIR	08/05/2013	21.58	SEWER FUND
MC COY HARDWARE INC	MANHOLE REPAIR	08/05/2013	12.93	SEWER FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	08/05/2013	2.69	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	08/05/2013	6.58	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	08/08/2013	5.84	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	08/08/2013	11.31	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	08/11/2013	26.35	FIRE FUND
MC COY HARDWARE INC	VMAC MAINTENANCE	07/19/2013	35.10	POOL (MEMORIAL)
MC COY HARDWARE INC	BATTERIES	07/31/2013	44.26	FIRE FUND
MC COY HARDWARE INC	KEY	07/31/2013	2.06	POLICE FUND
MC COY HARDWARE INC	SHIPPING	08/09/2013	9.47	SEWER FUND
MC COY HARDWARE INC	RETURN LOANER CAMERA	08/12/2013	20.98	SEWER FUND
Total MC COY HARDWARE INC:			310.22	
MC INTYRE, CRAIG				
MC INTYRE, CRAIG	ADULT SB UMPIRE	08/12/2013	200.00	PARK & RECREATI
Total MC INTYRE, CRAIG:			200.00	
MENARDS				
MENARDS	BUILDING SUPPLIES	07/15/2013	339.30	FIRE FUND
MENARDS	BUILDING SUPPLIES	07/29/2013	25.34	FIRE FUND
Total MENARDS:			364.64	
MERCY COLLEGE OF HEALTH SCIENCES				
MERCY COLLEGE OF HEALTH	TRAINING	08/05/2013	10.00	AMBULANCE FUN
Total MERCY COLLEGE OF HEALTH SCIENCES:			10.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	07/19/2013	13.98	LIBRARY FUND
MID AMERICAN ENERGY CO.	VMAC UTILITIES	07/22/2013	1,818.34	POOL (MEMORIAL)
Total MID AMERICAN ENERGY CO.:			1,832.32	
MIDWEST OFFICE TECH				
MIDWEST OFFICE TECH	COPIES	07/30/2013	37.00	PARK & RECREATI
Total MIDWEST OFFICE TECH:			37.00	
MUNICIPAL PIPE TOOL CO.				
MUNICIPAL PIPE TOOL CO.	I & I PHASE 4	08/09/2013	23,441.25	SEWER CAPITAL P

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MUNICIPAL PIPE TOOL CO.:			23,441.25	
MURPHY TRACTOR & EQUIPMENT				
MURPHY TRACTOR & EQUIPM	HYDRAULIC LINE	08/05/2013	276.28	ROAD USE TAX FU
MURPHY TRACTOR & EQUIPM	HYDRAULIC CYLINDER	08/06/2013	89.40	ROAD USE TAX FU
Total MURPHY TRACTOR & EQUIPMENT:			365.68	
NAPA AUTO PARTS				
NAPA AUTO PARTS	333 PARTS	07/02/2013	26.78	FIRE FUND
NAPA AUTO PARTS	PARTS	07/05/2013	13.98	AMBULANCE FUN
NAPA AUTO PARTS	BELT	07/16/2013	63.99	AMBULANCE FUN
NAPA AUTO PARTS	HYDRABOOST BRAKE	07/31/2013	255.60	ROAD USE TAX FU
NAPA AUTO PARTS	DRAIN PAN	07/31/2013	22.50	ROAD USE TAX FU
NAPA AUTO PARTS	AIR HOSE FITTINGS	07/31/2013	17.98	ROAD USE TAX FU
NAPA AUTO PARTS	CORE DEPOSIT - HYDRABOOST BRAKE	07/31/2013	72.00	ROAD USE TAX FU
Total NAPA AUTO PARTS:			328.83	
NOBLE FORD-MERCURY				
NOBLE FORD-MERCURY	CLUTCH REPAIR	08/06/2013	1,366.90	AMBULANCE FUN
Total NOBLE FORD-MERCURY:			1,366.90	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	189.00	GENERAL FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	151.50	GENERAL FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	73.50	GENERAL FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	42.00	GENERAL FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	21.00	GENERAL FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	273.00	POLICE FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	178.50	FIRE FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	84.00	SEWER FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	147.00	LIBRARY FUND
NOLASOFT DEVELOPMENT	E-MAIL HOSTING	08/01/2013	147.00	PARK & RECREATI
Total NOLASOFT DEVELOPMENT:			1,306.50	
OPIE, SARA				
OPIE, SARA	PUBLIC RELATIONS ACTIVITY	08/02/2013	3,375.00	GENERAL FUND
Total OPIE, SARA:			3,375.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	DRAIN PANS	07/31/2013	20.56	ROAD USE TAX FU
O'REILLY AUTO PARTS	245	08/01/2013	104.77	AMBULANCE FUN
O'REILLY AUTO PARTS	BULBS	08/01/2013	12.38	PARK & RECREATI
O'REILLY AUTO PARTS	FILTERS	08/02/2013	2.19	PARK & RECREATI
O'REILLY AUTO PARTS	FILTERS	08/02/2013	9.96	PARK & RECREATI
O'REILLY AUTO PARTS	FILTERS & OIL	08/02/2013	142.80	PARK & RECREATI
O'REILLY AUTO PARTS	WIPERS - AVENGER	08/02/2013	30.98	POLICE FUND
O'REILLY AUTO PARTS	SHOP	08/07/2013	38.33	FIRE FUND
O'REILLY AUTO PARTS	FILTERS	08/08/2013	39.31	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			401.28	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
OVERHEAD DOOR COMPANY				
OVERHEAD DOOR COMPANY	SOUTH DOOR	08/08/2013	152.00	SEWER FUND
Total OVERHEAD DOOR COMPANY:			152.00	
PATRICK, MICHELE				
PATRICK, MICHELE	JUNE AND JULY MILEAGE	08/01/2013	12.71	LIBRARY FUND
Total PATRICK, MICHELE:			12.71	
PEOPLES BANK				
PEOPLES BANK	PRINTING - COPIES	08/05/2013	138.75	POLICE FUND
Total PEOPLES BANK:			138.75	
PETTY CASH-RECREATION				
PETTY CASH-RECREATION	KEY CARD - LITTLE	08/05/2013	64.50	PARK & REC SPEC
PETTY CASH-RECREATION	KEY CARD - BREEDEN	08/07/2013	9.50	PARK & REC SPEC
PETTY CASH-RECREATION	KEY CARD - COWIE	08/12/2013	20.00	PARK & REC SPEC
PETTY CASH-RECREATION	MAILING	08/09/2013	9.60	PARK & RECREATI
Total PETTY CASH-RECREATION:			103.60	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIRS	07/26/2013	48.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	MATERIALS	07/03/2013	18.00	FIRE FUND
PIERCE BROTHERS REPAIR	WELD BAR SCREEN RAKE	08/02/2013	28.00	SEWER FUND
PIERCE BROTHERS REPAIR	REPAIRS	07/11/2013	168.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			262.00	
PRAXAIR DISTRIBUTION INC				
PRAXAIR DISTRIBUTION INC	GAS/OXYGEN TANK LEASE	07/26/2013	284.95	ROAD USE TAX FU
PRAXAIR DISTRIBUTION INC	OXYGEN TANK RENTAL	07/26/2013	152.95	SEWER FUND
Total PRAXAIR DISTRIBUTION INC:			437.90	
RADIO COMMUNICATIONS				
RADIO COMMUNICATIONS	STORM SIREN PARTS	07/24/2013	511.15	FIRE FUND
Total RADIO COMMUNICATIONS:			511.15	
RANDOM HOUSE INC.				
RANDOM HOUSE INC.	BOOK ON CD	06/14/2013	33.75	LIBRARY SPECIAL
RANDOM HOUSE INC.	BOOK ON CD	07/01/2013	63.75	LIBRARY SPECIAL
RANDOM HOUSE INC.	BOOK ON CD	07/03/2013	11.66	LIBRARY SPECIAL
RANDOM HOUSE INC.	BOOK ON CD	07/03/2013	18.34	LIBRARY FUND
RANDOM HOUSE INC.	BOOK ON CD	07/12/2013	37.50	LIBRARY FUND
RANDOM HOUSE INC.	BOOK ON CD	07/19/2013	10.00	LIBRARY FUND
Total RANDOM HOUSE INC.:			175.00	
RECORDED BOOKS LLC				
RECORDED BOOKS LLC	DVD	06/27/2013	33.00	LIBRARY FUND
RECORDED BOOKS LLC	DVD	07/15/2013	33.00	LIBRARY FUND
Total RECORDED BOOKS LLC:			66.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
REMINGTON				
REMINGTON	TRAINING	08/06/2013	450.00	POLICE FUND
Total REMINGTON:			450.00	
REUTER, ELIZABETH				
REUTER, ELIZABETH	ADULT SB UMPIRE	08/12/2013	75.00	PARK & RECREATI
Total REUTER, ELIZABETH:			75.00	
ROSENBAUER MINNESOTA LLC				
ROSENBAUER MINNESOTA LL	PARTS	07/31/2013	27.07	FIRE FUND
Total ROSENBAUER MINNESOTA LLC:			27.07	
SAFELITE AUTO GLASS				
SAFELITE AUTO GLASS	REPAIR VEHICLE	08/07/2013	227.25	POLICE FUND
Total SAFELITE AUTO GLASS:			227.25	
SANDY, DON				
SANDY, DON	SYSTEM CLEANOUT DUE TO REPAIR WORK	06/24/2013	149.98	CITY LIAB INS RES
Total SANDY, DON:			149.98	
SIEMENS, JASON				
SIEMENS, JASON	MEALS/FUEL/LODGING - TRAINING	08/07/2013	303.91	POLICE FUND
Total SIEMENS, JASON:			303.91	
SMITH, NATHAN J.				
SMITH, NATHAN J.	ADULT SB UMPIRE	08/12/2013	150.00	PARK & RECREATI
Total SMITH, NATHAN J.:			150.00	
SPRINGER PEST SOLUTIONS DSM				
SPRINGER PEST SOLUTIONS D	PEST CONTROL	07/08/2013	61.00	PARK & RECREATI
Total SPRINGER PEST SOLUTIONS DSM:			61.00	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES IN	OUTDOOR MOVIE LICENSE	07/17/2013	21.00	PARK & RECREATI
Total SWANK MOTION PICTURES INC.:			21.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH REMOVAL	07/25/2013	89.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			89.00	
TELRITE CORPORATION				
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	1.67	GENERAL FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	10.92	GENERAL FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	13.73	GENERAL FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	11.16	GENERAL FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	12.86	POLICE FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	13.89	FIRE FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	.69	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	6.53	LIBRARY FUND
TELRITE CORPORATION	LONG DISTANCE SERVICE	07/22/2013	4.18	SEWER FUND
Total TELRITE CORPORATION:			75.63	
THEISEN'S				
THEISEN'S	CASTER	08/06/2013	5.08	FIRE FUND
THEISEN'S	CONCRETE DRILL BITS	08/07/2013	49.98	ROAD USE TAX FU
THEISEN'S	SPOT LIGHT	08/08/2013	49.99	ROAD USE TAX FU
Total THEISEN'S:			105.05	
TRANS-IOWA EQUIPMENT INC				
TRANS-IOWA EQUIPMENT INC	HYD FITTINGS	07/31/2013	139.53	ROAD USE TAX FU
Total TRANS-IOWA EQUIPMENT INC:			139.53	
TREAT AMERICA				
TREAT AMERICA	MEALS - DEE/ACADEMY	07/29/2013	1,216.46	POLICE FUND
Total TREAT AMERICA:			1,216.46	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	08/01/2013	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
VAN METER INC				
VAN METER INC	EXTRA PROCESSOR CARD	08/06/2013	1,081.06	SEWER FUND
Total VAN METER INC:			1,081.06	
VANDER HAAGS INC				
VANDER HAAGS INC	NEW DRIVERS SEAT	07/31/2013	429.00	ROAD USE TAX FU
Total VANDER HAAGS INC:			429.00	
VERIZON WIRELESS				
VERIZON WIRELESS	WIRELESS FOR SPARE LAPTOP	07/26/2013	20.01	GENERAL FUND
VERIZON WIRELESS	FIRE CELL PHONE	07/26/2013	12.04	FIRE FUND
VERIZON WIRELESS	EMS CELL PHONE	07/26/2013	374.06	AMBULANCE FUN
Total VERIZON WIRELESS:			406.11	
VR ID CARDS				
VR ID CARDS	PRINTING	08/03/2013	127.30	POLICE FUND
Total VR ID CARDS:			127.30	
VROEGH, PAT				
VROEGH, PAT	LAUNDRY FOR VMAC	07/22/2013	30.00	POOL (MEMORIAL)
Total VROEGH, PAT:			30.00	
WAL-MART STORES INC.				
WAL-MART STORES INC.	PROGRAM SUPPLIES	08/12/2013	27.14	LIBRARY FUND
WAL-MART STORES INC.	CAMERA CABLE	07/11/2013	6.58	POLICE FUND
WAL-MART STORES INC.	OFFICE SUPPLIES	07/14/2013	6.97	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/14/2013	2.70	LIBRARY SPECIAL
WAL-MART STORES INC.	OFFICE SUPPLIES	07/10/2013	8.74	LIBRARY FUND
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/10/2013	42.26	LIBRARY SPECIAL
WAL-MART STORES INC.	OFFICE SUPPLIES	07/19/2013	9.18	LIBRARY FUND
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/19/2013	30.03	LIBRARY SPECIAL
WAL-MART STORES INC.	OFFICE SUPPLIES	07/25/2013	1.77	LIBRARY FUND
WAL-MART STORES INC.	PROGRAM SUPPLIES	07/25/2013	9.85	LIBRARY FUND
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/25/2013	10.98	LIBRARY SPECIAL
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/30/2013	22.80	LIBRARY SPECIAL
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/11/2013	54.63	LIBRARY SPECIAL
WAL-MART STORES INC.	SUPPLIES	07/31/2013	6.68	PARK & RECREATI
WAL-MART STORES INC.	SUMMER PROGRAM SUPPLIES	07/31/2013	34.53	LIBRARY SPECIAL
WAL-MART STORES INC.	BUILDING MATERIAL	08/11/2013	6.97	FIRE FUND
WAL-MART STORES INC.	SHOP SUPPLIES	08/05/2013	15.68	PARK & RECREATI
WAL-MART STORES INC.	INK	08/05/2013	62.95	PARK & RECREATI
WAL-MART STORES INC.	TOTES & DETERGENT	08/10/2013	17.91	PARK & RECREATI
WAL-MART STORES INC.	SUPPLIES	06/09/2013	2.58	LIBRARY SPECIAL
WAL-MART STORES INC.	OFFICE SUPPLIES	08/02/2013	54.76	SEWER FUND
WAL-MART STORES INC.	TOTES	08/05/2013	79.64	PARK & RECREATI
Total WAL-MART STORES INC.:			515.33	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	07/08/2013	99.33	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	07/08/2013	792.72	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	07/08/2013	1,684.69	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	07/08/2013	3,504.73	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	07/08/2013	1,595.01	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - VANS	07/08/2013	48.15	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - MISC	07/08/2013	359.76	PARK & RECREATI
WARREN COUNTY ENGINEER	STREET DEPT	07/08/2013	3,213.68	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	07/08/2013	1,353.44	SEWER FUND
Total WARREN COUNTY ENGINEER:			12,651.51	
WARREN COUNTY OIL				
WARREN COUNTY OIL	LP TANK RENTAL	07/31/2013	39.00	SEWER FUND
WARREN COUNTY OIL	LP TANK RENTAL	07/31/2013	30.00	PARK & RECREATI
WARREN COUNTY OIL	LP TANK RENTAL	07/31/2013	54.00	SEWER FUND
Total WARREN COUNTY OIL:			123.00	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	REC FEES	08/07/2013	175.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			175.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	PULL/RETURN 494-0147406-0516-8	08/01/2013	579.52	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			579.52	
WHITLOCK, DOUG				
WHITLOCK, DOUG	ADULT SB UMPIRE	08/12/2013	100.00	PARK & RECREATI
Total WHITLOCK, DOUG:			100.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	DUMPSTER - DOWNEY	08/01/2013	10.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - MCCORD	08/01/2013	25.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - MEMORIAL	08/01/2013	25.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - MOATS	08/01/2013	35.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - SHOP	08/01/2013	50.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - PICKARD	08/01/2013	45.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - ACTIVITY CENTER	08/01/2013	25.00	POOL (MEMORIAL)
WIEGERT DISPOSAL CO.	DUMPSTER - PICKARD ADULT	08/01/2013	85.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - SOCCER	08/01/2013	40.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - SOFTBALL	08/01/2013	40.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - MAC	08/01/2013	35.00	POOL (MEMORIAL)
Total WIEGERT DISPOSAL CO.:			415.00	
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	611 E 1ST AVE/700 E 1ST AVE/701 E 1ST AV	08/01/2013	110.00	STREET CAPITAL
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - ACTIVITY CTR	08/05/2013	240.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - BARKER	08/05/2013	90.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - MCVAY TRAIL	08/05/2013	270.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - DAYTON	08/05/2013	90.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - DOWNEY	08/05/2013	180.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - EASTON	08/05/2013	210.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - MC CORD	08/05/2013	390.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - MOATS	08/05/2013	270.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - O.C. PROPERTY	08/05/2013	225.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - PICKARD	08/05/2013	1,170.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - SESQUI	08/05/2013	105.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - WILLOW CREEK	08/05/2013	75.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - MAC	08/05/2013	285.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - LIBRARY	08/05/2013	135.00	LIBRARY FUND
WOOSLEY LANDSCAPING & M	CONTRACT MOWING - MEMORIAL PAR	08/05/2013	360.00	PARK & RECREATI
Total WOOSLEY LANDSCAPING & MOWING:			4,205.00	
YANDO, ED				
YANDO, ED	CLOTHING ALLOWANCE	08/09/2013	62.51	ROAD USE TAX FU
Total YANDO, ED:			62.51	
Grand Totals:			184,525.67	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
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City Council: _____

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

Indianola School District Community Report - Pam Pepper

Information

Information

Subject
2nd Quarter Safety Report - Mike Metcalf

Information

Attachments

Safety Report

QUARTERLY SAFETY REPORT

April 1, 2013 to June 30, 2013

Comm. Dev. Department:

Safety trainings held.	0
Safety training attendance.	0%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Accidents reported.	0
Accidents investigated.	0
Eligible for safety awards.	2
Safety awards given.	2
2013 Incident Rate	0.00

Near misses and/or accidents.

None

Supervisor comments

None

Days Since Last OSHA Recordable Accident – 7,850

QUARTERLY SAFETY REPORT

April 1, 2013 to June 30, 2013

Parks Department:

Safety trainings held.	2
Safety training attendance.	100%
Safety committee meetings held.	3
Safety committee attendance.	100%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Work zones setup.	0
Lockout/Tagouts performed.	0
Accidents reported.	0
Accidents investigated.	0
Eligible for safety awards.	3
Safety awards given.	0
2013 Incident Rate	0.00

Recreation Department:

Safety trainings held.	0
Safety training attendance.	N/A
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Lockout/Tagouts performed.	0
Confined spaces entered.	0
Accidents reported.	1
Accidents investigated.	1
Eligible for safety awards.	2
Safety awards given.	2
2013 Incident Rate	0.00

Near misses and/or accidents.

None

Supervisor comments

Employees are being verbally recognized for working safely.

Near misses and/or accidents.

Skin reaction to chemicals at pool.

Supervisor comments

None

Days Since Last OSHA Recordable
Accident – 795

Days Since Last OSHA Recordable
Accident - 2,954

QUARTERLY SAFETY REPORT

April 1, 2013 to June 30, 2013

Police Department:

Safety trainings held.	0
Safety training attendance.	N/A
Safety committee meetings held.	3
Safety committee attendance.	66%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Accidents reported.	1
Accidents investigated.	1
Eligible for safety awards.	18
Safety awards given.	16
2013 Incident Rate	5.26

Fire Department:

Safety trainings held.	14
Safety committee meetings held.	3
Safety committee attendance.	66%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Accidents reported.	0
Accidents investigated.	0
Eligible for safety awards.	8
Safety awards given.	0
2013 Incident Rate	0.00

Near misses and/or accidents.

Injury to forearm while caring evidence back to PD.

Supervisor comments

Employees are being verbally recognized for working safely by supervisors.

Near misses and/or accidents.

None

Supervisor comments

Employees are being verbally recognized for working safely.

Days Since Last OSHA Recordable
Accident – 15

Days Since Last OSHA Recordable
Accident - 203

QUARTERLY SAFETY REPORT

April 1, 2013 to June 30, 2013

Street Department:

Safety trainings held.	2
Safety training attendance.	100%
Safety committee meetings held.	3
Safety committee attendance.	66%
Unsafe working conditions reported.	0
Tailgate meetings held.	0
Work zones setup.	0
Lockout/Tagouts performed.	2
Confined spaces entered.	1
Excavations entered.	0
Accidents reported.	0
Accidents investigated.	0
Eligible for safety awards.	6
Safety awards given.	6
2013 Incident Rate	0.00

WPC Department:

Safety trainings held.	2
Safety training attendance.	71%
Safety committee meetings held.	3
Safety committee attendance.	100%
Unsafe working conditions reported.	0
Tailgate meetings held.	2
Work zones setup.	2
Lockout/Tagouts performed.	10
Confined spaces entered.	35
Excavations entered.	0
Accidents reported.	2
Accidents investigated.	2
Eligible for safety awards.	7
Safety awards given.	7
2013 Incident Rate	14.28

Near misses and/or accidents.

None

Supervisor comments

Employees are being verbally recognized for working safely.

Noticed improved safety practices with:

- Barricades
- Signage

Near misses and/or accidents.

Employee injured finger while using a punch.

Employee injured arm and knee while using a ladder.

Supervisor comments

Tailgate Meeting Topics:

- Discussed that employees need to use the proper tool for the job.
- Discussed that employees need to install ladders into tanks at a different location to prevent them from kicking out.

Days Since Last OSHA Recordable
Accident – 1,706

Days Since Last OSHA Recordable
Accident - 10

Information

Subject

City Treasurer's Report - Doug Shull

Information

Attachments

July 2013 Treasurer Report

2012 Treasurer Report

FINANCIAL REPORT
MONTH OF JULY, 2013

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,437,683.53	86,633.24	166,896.65	101,849.98	14,436.62	1,444,833.48	
011 Police	257,272.47	8,555.76	221,852.46	23,874.08	22,293.64	45,556.21	
015 Fire	103,573.46	2,918.66	75,539.87	265.66	2,227.81	28,990.10	
016 Ambulance	259,322.14	59,304.88	67,290.95	132.71	11,785.02	239,683.76	
041 Library	25,892.64	4,074.09	63,418.35	256.53	5,561.80	-38,756.89	
042 Park & Recreation	241,665.06	42,481.24	140,173.32	1,479.35	11,705.72	133,746.61	
045 Memorial Pool	-62,783.03	37,359.05	52,807.25	0.00	833.33	-79,064.56	
071 General Fund Debt Service	79,177.31	519.47	0.00	0.00	79,177.31	519.47	
GENERAL FUND SUB-TOTAL	2,341,803.58	241,846.39	787,978.85	127,858.31	148,021.25	1,775,508.18	
110 Road Use Tax (Streets)	683,095.87	123,584.59	126,706.74	0.00	22,433.14	657,540.58	
112 Trust & Agency	0.00	2,466.66	0.00	0.00	2,466.66	0.00	
125 TIF--Downtown	0.00	3,309.51	0.00	0.00	0.00	3,309.51	
126 TIF--East Hwy 92	0.00	0.00	0.00	0.00	0.00	0.00	
127 TIF--Hillcrest/Industrial Park	0.00	0.00	0.00	0.00	0.00	0.00	
141 Library Special Revenue	35,502.84	612.58	1,019.07	0.00	0.00	35,096.35	
142 Park & Rec Special Revenue	146,817.49	4,197.10	3,496.25	0.00	0.00	147,518.34	
160 Downtown Revolving Loan	50,753.40	0.00	0.00	0.00	0.00	50,753.40	
161 Downtown Business Inc Program	2,758.42	0.00	0.00	0.00	0.00	2,758.42	
177 Police Forfeiture	3,420.31	0.00	0.00	0.00	0.00	3,420.31	
190 Vehicle Reserve	128,760.50	0.00	0.00	1,666.67	0.00	130,427.17	
199 Police Retirement	122,635.82	131.67	0.00	0.00	1,041.67	121,725.82	
SPECIAL REVENUES SUB-TOTAL	1,173,744.65	134,302.11	131,222.06	1,666.67	25,941.47	1,152,549.90	
200 DEBT SERVICE (SUB-TOTAL)	1,710,633.16	8,517.09	20,665.00	149,260.63	0.00	1,847,745.88	
301 Capital Projects (General)	932,390.77	1,500,000.00	488,492.08	1,666.67	0.00	1,945,565.36	
321 Capital Projects (Streets)	1,649,609.23	1,159.50	4,470.00	0.00	0.00	1,646,298.73	
344 Community Athletic Facility	1,154.98	2.53	70.80	0.00	0.00	1,086.71	
353 Community ReDevelopment (D&D)	215,116.83	0.00	0.00	0.00	0.00	215,116.83	
CAPITAL PROJECTS SUB-TOTAL	2,798,271.81	1,501,162.03	493,032.88	1,666.67	0.00	3,808,067.63	
610 Sewer	0.00	0.00	99,766.68	159,250.00	40,983.14	18,500.18	
650 Stormwater Utility	149,858.66	16,282.31	0.00	0.00	5,208.33	160,932.64	
670 Recycling	47,546.64	17,100.66	14,923.00	0.00	1,375.00	48,349.30	
710 Sewer Capital Projects	597,527.35	244,120.39	291,877.26	0.00	276,391.66	273,378.82	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	342,308.77	0.00	0.00	2,083.33	0.00	344,392.10	
791 Sewer Revenue Bonds	95,502.51	0.00	0.00	67,500.00	0.00	163,002.51	
820 Health Insurance	1,123,031.12	147,017.23	158,327.83	0.00	0.00	1,111,720.52	
830 Health Reimbursement Account	206,330.54	0.00	9,114.30	104,325.00	0.00	301,541.24	
840 Flex/STD	231,929.67	2,357.12	5,973.74	1,390.59	0.00	229,703.64	
850 Liability Insurance Reserve--City	1,774.97	2,500.00	0.00	0.00	0.00	4,274.97	
CITY UTILITY & IS SUB-TOTAL	2,910,048.93	429,377.71	579,982.81	334,548.92	323,958.13	2,770,034.62	
TOTAL CITY FUNDS	10,934,502.13	2,315,205.33	2,012,881.60	615,001.20	497,920.85	11,353,906.21	54%
TOTAL IMU FUNDS	9,901,232.23	1,285,945.43	1,261,315.62	296,668.01	413,748.36	9,808,781.69	46%
GRAND TOTAL CITY & IMU	20,835,734.36	3,601,150.76	3,274,197.22	911,669.21	911,669.21	21,162,687.90	
Cross Check Total						21,162,687.90	

Investments

Bankers Trust	\$ 14,378,411.35	2.12%	Clerk's Balance	21,162,687.90
Bankers Trust - Electric Projects	\$ 385,003.20	2.79%		
Bankers Trust - Wellness Center Project	\$ 652,084.36	0.020%		
Iowa Public Agency Inv. Trust	\$ 111,095.43	0.010%	Plus Outstanding Checks	246,921.24
Payroll Account, Community State	\$ 0.14	Earnings Credit	Unreconcilable Item	
Checking Account, Community State	\$ 249,741.26	Earnings Credit	Less Outstanding Deposits	-15,994.92
Sweep Account, Community State	\$ 5,617,278.48	0.25%		
BANK BALANCE	21,393,614.22			21,393,614.22

600 Water	203,188.66	216,925.61	111,232.07	0.00	121,694.03	187,188.17
620 IMU Administration	0.00	0.00	69,622.78	104,458.34	29,411.80	5,423.76
625 Revolving Economic Development	101,791.01	106.35	0.00	0.00	0.00	101,897.36
626 USDA RLF	75,000.00	0.00	0.00	0.00	0.00	75,000.00
630 Electric	1,896,971.16	976,107.61	860,721.02	22,568.00	255,150.86	1,779,774.89
640 Fiber/Communications	428,968.60	21,158.09	17,663.07	0.00	7,491.67	424,971.95
700 Water Capital Projects	1,324,893.88	0.00	9,878.96	34,000.00	0.00	1,349,014.92
730 Electric Capital Projects	3,959,254.44	71,622.45	192,097.72	0.00	0.00	3,838,779.17
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	1,084,000.00	0.00	0.00	0.00	0.00	1,084,000.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	207,691.35	0.00	0.00	0.00	0.00	207,691.35
790 Water Revenue Bonds	161,822.18	0.00	0.00	23,325.00	0.00	185,147.18
793 Electric Revenue Bonds	224,800.00	0.00	0.00	112,316.67	0.00	337,116.67
855 Liability Insurance Reserve--IMU	22,850.95	25.32	100.00	0.00	0.00	22,776.27
IMU SUB-TOTAL	9,901,232.23	1,285,945.43	1,261,315.62	296,668.01	413,748.36	9,808,781.69

INTEREST DISTRIBUTION

	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 8,346.01	32.96%	\$ 82,315.26	\$ 8,346.01
Water Funds	\$ 2,458.73	9.71%	\$ 21,910.22	\$ 2,458.73
Sewer Funds	\$ 941.96	3.72%	\$ 7,647.92	\$ 941.96
Police Retirement	\$ 131.67	0.52%	\$ 1,272.77	\$ 131.67
Community Redevelopment	\$ -	0.00%	\$ -	\$ -
All other	\$ 13,443.23	53.09%	\$ 126,991.10	\$ 13,443.23
TOTAL	\$ 25,321.60	100.00%	\$ 240,137.27	\$ 25,321.60

FINANCIAL REPORT
MONTH OF JULY, 2012

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,585,440.82	63,985.16	175,791.15	91,275.01	14,436.62	1,550,473.22	
011 Police	255,048.04	10,337.58	189,225.94	18,237.84	23,624.54	70,772.98	
015 Fire	74,480.40	4,133.91	65,363.97	9,698.02	2,227.81	20,720.55	
016 Ambulance	352,253.63	45,116.96	79,823.99	190.68	11,785.02	305,952.26	
041 Library	22,944.55	4,851.86	60,939.38	368.17	4,636.80	-37,411.60	
042 Park & Recreation	145,854.15	19,871.95	103,844.59	1,761.07	11,040.27	52,602.31	
045 Memorial Pool	-50,196.58	39,765.82	50,536.31	0.00	933.33	-61,900.40	
071 General Fund Debt Service	0.00	894.76	0.00	0.00	0.00	894.76	
GENERAL FUND SUB-TOTAL	2,385,825.01	188,958.00	725,525.33	121,530.79	68,684.39	1,902,104.08	
110 Road Use Tax (Streets)	646,068.87	103,493.32	128,090.00	0.00	19,641.49	601,830.70	
112 Trust & Agency	0.00	3,564.12	0.00	0.00	3,564.12	0.00	
125 TIF--Downtown	0.00	7,902.71	0.00	0.00	0.00	7,902.71	
126 TIF--East Hwy 92	0.00	0.00	0.00	0.00	0.00	0.00	
127 TIF--Hillcrest/Industrial Park	-107,176.79	0.00	0.00	0.00	0.00	-107,176.79	
141 Library Special Revenue	27,377.78	1,250.34	832.63	0.00	0.00	27,795.49	
142 Park & Rec Special Revenue	119,864.40	6,512.88	6,064.27	0.00	0.00	120,313.01	
160 Downtown Revolving Loan	49,216.80	0.00	0.00	0.00	0.00	49,216.80	
161 Downton Business Inc Program	-27,486.98	2,013.58	0.00	0.00	0.00	-25,473.40	
177 Police Forfeiture	25.42	0.00	0.00	0.00	0.00	25.42	
190 Vehicle Reserve	113,760.46	0.00	0.00	1,666.67	0.00	115,427.13	
199 Police Retirement	132,583.59	134.81	0.00	0.00	1,041.67	131,676.73	
SPECIAL REVENUES SUB-TOTAL	954,233.55	124,871.76	134,986.90	1,666.67	24,247.28	921,537.80	
200 DEBT SERVICE (SUB-TOTAL)	1,836,452.05	13,576.33	0.00	61,793.75	0.00	1,911,822.13	
301 Capital Projects (General)	6,578,625.52	0.00	652,477.39	1,666.67	0.00	5,927,814.80	
321 Capital Projects (Streets)	4,145,361.47	1,554.00	403,248.81	0.00	0.00	3,743,666.66	
344 Community Athletic Facility	1,064.21	12.53	346.63	0.00	0.00	730.11	
353 Community ReDevelopment (D&D)	-66,769.20	0.00	0.00	0.00	0.00	-66,769.20	
CAPITAL PROJECTS SUB-TOTAL	10,658,282.00	1,566.53	1,056,072.83	1,666.67	0.00	9,605,442.37	
610 Sewer	0.00	0.00	129,522.10	198,350.00	36,745.65	32,082.25	
650 Stormwater Utility	54,629.69	16,268.48	4,482.95	0.00	5,233.33	61,181.89	
670 Recycling	84,322.91	14,891.75	12,022.00	0.00	1,366.67	85,825.99	
710 Sewer Capital Projects	375,072.58	269,837.33	39,843.38	0.00	270,941.67	334,124.86	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	317,308.81	0.00	0.00	2,083.33	0.00	319,392.14	
791 Sewer Revenue Bonds	25,077.97	0.00	0.00	27,341.67	0.00	52,419.64	
820 Health Insurance	1,239,943.26	121,681.00	114,236.04	0.00	0.00	1,247,388.22	
830 Health Reimbursement Account	182,634.84	0.00	5,726.15	101,862.50	0.00	278,771.19	
840 Flex/STD	202,410.05	3,860.22	3,597.38	1,406.04	0.00	204,078.93	
850 Liability Insurance Reserve--City	20,734.84	21.94	1,495.00	0.00	0.00	19,261.78	
CITY UTILITY & IS SUB-TOTAL	2,616,373.65	426,560.72	310,925.00	331,043.54	314,287.32	2,748,765.59	
TOTAL CITY FUNDS	18,451,166.26	755,533.34	2,227,510.06	517,701.42	407,218.99	17,089,671.97	64%
TOTAL IMU FUNDS	9,419,547.15	1,350,567.47	1,165,582.21	437,626.36	548,108.79	9,494,049.98	36%
GRAND TOTAL CITY & IMU	27,870,713.41	2,106,100.81	3,393,092.27	955,327.78	955,327.78	26,583,721.95	
Cross Check Total						26,583,721.95	

Investments

Bankers Trust	\$ 16,990,997.12	2.66%	Clerk's Balance	26,583,721.95
Bankers Trust - Electric Projects	\$ 1,120,054.28	2.64%		
Bankers Trust - Wellness Center Project	\$ 5,324,569.14	1.18%		
Iowa Public Agency Inv. Trust	\$ 111,084.22	0.010%	Plus Outstanding Checks	461,664.77
Payroll Account, Community State	\$ 0.46	Earnings Credit	Unreconcilable Item	0.35
Checking Account, Community State	\$ 249,799.56	Earnings Credit	Less Outstanding Deposits	-12,831.92
Sweep Account, Community State	\$ 3,236,050.37	0.25%		
BANK BALANCE	27,032,555.15		TREASURER'S BALANCE	27,032,555.15

600 Water	742,502.42	248,240.81	112,432.91	0.00	145,429.47	732,880.85
620 IMU Administration	0.00	0.00	72,883.26	139,558.34	32,703.47	33,971.61
625 Revolving Economic Development	99,802.39	100.32	0.00	0.00	0.00	99,902.71
626 USDA RLF	0.00	0.00	0.00	0.00	0.00	0.00
630 Electric	1,893,611.73	1,086,503.53	751,176.29	22,568.00	363,700.85	1,887,806.12
640 Fiber/Communications	389,119.37	15,704.00	1,572.04	0.00	6,275.00	396,976.33
700 Water Capital Projects	782,700.29	0.00	14,951.79	65,091.67	0.00	832,840.17
730 Electric Capital Projects	3,558,654.11	0.00	212,565.92	80,733.33	0.00	3,426,821.52
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	1,084,000.00	0.00	0.00	0.00	0.00	1,084,000.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	207,691.35	0.00	0.00	0.00	0.00	207,691.35
790 Water Revenue Bonds	135,849.40	0.00	0.00	23,041.69	0.00	158,891.09
793 Electric Revenue Bonds	298,023.88	0.00	0.00	106,633.33	0.00	404,657.21
855 Liability Insurance Reserve--IMU	17,592.21	18.81	0.00	0.00	0.00	17,611.02
IMU SUB-TOTAL	9,419,547.15	1,350,567.47	1,165,582.21	437,626.36	548,108.79	9,494,049.98

INTEREST DISTRIBUTION

	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 8,339.54	26.60%	\$ 88,625.47	\$ 8,339.54
Water Funds	\$ 1,834.07	5.85%	\$ 18,916.66	\$ 1,834.07
Sewer Funds	\$ 702.27	2.24%	\$ 5,718.89	\$ 702.27
Police Retirement	\$ 134.81	0.43%	\$ 1,338.70	\$ 134.81
Community Redevelopment	\$ -	0.00%	\$ -	\$ -
All other	\$ 20,340.86	64.88%	\$ 115,878.78	\$ 20,340.86
TOTAL	\$ 31,351.55	100.00%	\$ 230,478.50	\$ 31,351.55

Information

Subject

Receive WPC report - Dan Miers

Information

Dan Miers, WPC Superintendent, will present the sewer department report (packet).

Attachments

WPC Report



Water Pollution Control PO Box 299, Indianola, IA 50125
Phone (515) 961 9416 • Fax (515) 961 9408
www.cityofindianola.com

City Council Report

Water Pollution Control Department
August 19th 2013

Thank you mayor and council members.

I am here this evening to provide you with a status of the (WPC) Water Pollution Control Department. I would first like to read Chapter #1 paragraph 1.0, What is a treatment plant operator? This is taken from Operations of Wastewater Treatment Plants fourth edition Volume 1, which is a manual that most operators read and study to learn about wastewater treatment.

“Before modern society entered the scene, water was purified in a natural cycle using clouds, rain, land, water, soil, gases, oceans and evaporation. Also known as the Simplified Natural Purification Cycle.

But modern society and the intensive use of the water resource and the resulting water pollution could not wait for sun, wind, and time to accomplish the purification of soiled water; consequently, treatment plants were built. Thus nature was given an assist by a team consisting of designers, builders, and treatment plant operators. Designers and builders occupy the scene only for an interval, but the operators go on forever. They are the final and essential link in maintaining and protecting the aquatic environment upon which all life depends.

As you know this department is extremely important to the environment and the health and well being of the citizens of Indianola and to the communities that surround us. I will break my report down into Staffing, Treatment Plant and Collection Systems.

Staffing

Dan Miers	Grade IV Wastewater Treatment	25 years
	Grade IV Wastewater Collections	
	Grade III Water Treatment	
	Grade IV Water Distribution	
Kevin Crawford	Grade III Wastewater Treatment	36 years
	Grade II Wastewater Collection	
Norm Hart	Grade II Wastewater Treatment	16 years
	Grade I Wastewater Collection	
Ed Breeden	Grade II Wastewater Treatment	7 years
Ty Herrick	Grade II Wastewater Treatment	7 years

	Grade II	Wastewater Collections	
Aimee Luhrs	Grade II	Wastewater Treatment	7 years
	Grade I	Wastewater Collections	
Justin Brand	Grade I	Wastewater Treatment	2 years
	Grade I	Wastewater Collection	
Vonnie Peters			2 years

As shown in the table above, the department is staffed by 7 State of Iowa licensed wastewater operators and a part time office manager. Staff works 7 days a week including nights and holidays to ensure that the department and facilities are operational. The department prides itself in education, number of certified operators and the diversity of technical fields that we experience on a day to day basis. The staff must work with numerous skill sets as a wastewater operator such as: lab technician, chemist, biologist, electrician, mechanic, truck driver and as a laborer.

They are required to have a strong understanding of the biology of a wastewater treatment plant, have advanced math skills, read schematics, understand specifications, use and understand a GIS mapping database and operate and maintain the process equipment in the treatment facility. They operate several software programs such as Wonderware, Allen Bradley, Access Database, Infrastructure Technologies, Arc GIS, Excel and Word. Then on top of all they do, they put up with a superintendent like me.

Staffing levels at the treatment plant will need to be re-evaluated during the study of the wastewater treatment plant. Staffing level needs will change depending on the direction of future Wastewater Plant development and growth in the city's infrastructure.

Wastewater Treatment Plant

The wastewater plant was built in 1978 and has had subsequent upgrades to the grit removal process, the headworks, blower buildings, generator and digester lids. The plant is a Conventional Activated Sludge treatment plant. The treatment processes consist of screening, grit removal, primary clarification, fixed film reactor, aeration, secondary clarification and anaerobic digestion.

<u>1978 Design Parameters</u>		<u>Jan 1st – June 30 2013</u>
Design Population	11,600	14,860
Design Average Flow	1.5 MGD	2.076 MGD
Design Maximum Flow	4.32 MGD	N/A
Design Organic Loading	1,930 lbs CBOD/day	1,954
Design Suspended Solids Loading	2,300 lbs TSS/day	2,685

For the first 6 months of this year our average daily flow is 2.076 MG, our average daily waste loading (CBOD5) is 1,954 lbs/day and our average daily solids loading as Total Suspended Solids is 2,685 lbs/day. If you compare these numbers with the original design flow and loading you will see that we are exceeding all the treatment plant design parameters. We continue to maintain an average monthly biological removal rate of 95%.

With the exception of the upgrades listed above the majority of the equipment processes, pumps, drives, meters, piping, conduit, wiring and structures are all original. The wastewater treatment plant was listed as a priority in the goal setting sessions by the WPC department, management and confirmed by council. We are moving forward with Howard R Green, Engineering to study and develop a wastewater facility plan for the future needs of Indianola.

During the study period we will need to consider major repairs or replacement of equipment to get us through the next few years while we develop a strategy and move forward. The plant has numerous repair issues such as: Primary pump stations base elbows, Secondary pump station base elbows, Fixed Film Tower siding is rotted through, Final Clarifier Drives and sweeps need rehabbed or replaced. Primary Clarifier #1 has a cracked and heaved floor, Primary Clarifier Drives and sweeps need rehabbed or replaced, Primary flow control valves and actuators need work and the Recycle Activated Sludge and Waste Activated Sludge pumps, weir controls need to be automated.

We ask that you remain patient and supportive of the department during the study period of the wastewater treatment plant. The aging plant has numerous problems that will cause us to expend emergency funds. We are currently making repairs to a sewer service at the digester buildings that collapsed. I am looking into rehabbing or replacing final clarifier equipment due to the failing metal structure of the clarifier sweeps and drive units.

The wastewater plant is currently operating with a IDNR permit that expired in January of 2007. Application was made in 2006 for a new permit to be issued by the IDNR. Our new permit was delayed with the back log of UAA Stream assessments and the new rule making on disinfection, ammonia limits and nutrient removal. We are still waiting to see what the new permit will have in it.

We have had issues with meeting current permit limits this past year. After sampling in our industrial use sewers staff determined that we were receiving slug loads of concentrated waste. This created problems with the secondary treatment at the wastewater plant. We exceeded our 7 day average ammonias twice and solids once. We will need to put agreements in place with Significant Industrial users to protect the wastewater treatment plant and as required by the IDNR.

Treatment Plant Facility Inspection

The Iowa Department of Natural Resources inspects our facilities on an annual basis. Our last inspection was completed by Tom Atkinson on April 23, 2013 and our written report was dated June 5, 2013. At the end of the report the IDNR lists a Summary of Requirements and a Summary of Recommendations.

Summary of Requirements:

- 1) Comply with the milestone dates designated in the amended consent order.
- 2) Continue efforts to identify and eliminate sources of I&I in order to eliminate bypassing.

- 3) Ensure annual biosolids report accurately depicts the disposal practices of the previous year.
- 4) Continue to abide by the terms and conditions of the expired NPDES permit until such time as a new permit is issued.
- 5) Identify and develop Treatment Agreements with all Significant Industrial Users.

Summary of Recommendations

- 1) Repair the corroded siding on the bio-tower.
- 2) Continue budgeting and planning for future treatment plant upgrades necessary to maintain compliance with existing and future needs.

Collection Systems

The collection systems are made up of 1638 manholes, 93 miles of sewer main, one 12 MG equalization basin at the south plant, a 28 MG equalization basin at the north plant and 7 lift stations.

The city remains under a consent decree. Phase 4 of the public sewer repairs is the final phase and will be complete by December 31, 2013 which will satisfy the public repairs to mains and manholes of the consent decree. The only remaining item on the consent decree will be the completion of 150 private sewer service inspections per year until 2024.

We have completed 33 inspections and repairs to date for 2013. The completed properties are all inspections that were requested by the property owners. We have delayed standard I&I testing per request of the city manager until a new engineering firm could be hired and evaluate our collection system. We can then assess our residential I&I program to conform it to the new I&I strategies. We need to re-start our testing process this fall, if water tables are permissive to do so, to stay in compliance with our consent decree.

We will be working with HR Green on the collection system flow study. We will be providing data such as GIS mapping, manholes, sewer mains, lift stations and flows.

Staff will be cleaning sewer mains this fall in the NW part of Indianola. We clean 1/3 of the sewer collection system every year.

We are currently working on three shared sewer services. The first was approved last month in the 400 block of N Buxon. This sewer will be replaced in the Phase 4 project. The second is in the 300 Block of N Howard. This sewer will also be replaced in the Phase 4 Project. The third is the properties in the 200 block of S 15th St. I have requested that HR Green provide a design and estimate to connect the properties to a public sewer main.

In closing, our department is very committed in providing quality wastewater services to the City of Indianola residents. I would reiterate that it is our job at the Water Pollution Control Department to protect our environment, protect the health and welfare of our citizens and maintain a system that protects the properties of those citizens at a reasonable cost. We want to make sure that when that toilet is flushed it will not come back to haunt you.

Information

Subject

Public hearing and first consideration to amend the no parking ordinance

* Will place no parking on the south side of East Norwood from North 6th east to the dead end

Information

Council needs to hold the public hearing and first consideration to amend the no parking ordinance (packet). Staff is recommending to place no parking on the south side of East Norwood from North 6th east to the dead end (see map).

Simple motion for the first consideration is in order.

Attachments

Map

Ordinance



**Proposed No Parking - South Side
East Norwood Avenue**

ORDINANCE NO. - _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, BY SPECIFYING "NO PARKING" ZONE ON THE SOUTH SIDE OF EAST NORWOOD FROM NORTH 6TH EAST TO THE DEAD END

WHEREAS, City staff has recommended that the south side of East Norwood from North 6th east to the dead end be designated as "No Parking" and signs be placed accordingly;

WHEREAS, a notice and a hearing was held on August 19, 2013, as provided by law, and the City Council now deems it reasonable and appropriate to designate the above-referenced area as "No Parking."

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

Section 1: That pursuant to Indianola Code Section 61.01, the Municipal Code of the City of Indianola, Iowa be and it is hereby amended by designating the south side of East Norwood, from North 6th street to the dead end, as a "No Parking" zone.

Section 2: That signs shall be placed in accordance with this Ordinance and Chapter 61 of the Code to implement the parking restrictions.

Section 3: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law, but shall cease to be in effect after the removal of the "God Bless America" statue.

PASSED AND APPROVED this _____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Information

Subject

Second consideration of a request to vacate a portion of a buffer park easement

Information

Council needs to hold the second consideration of a request from James and Wanda Spiker, 2000 N. 9th Street, to vacate a portion of a buffer park easement. Their request (packet) is to vacate the north 20' of the buffer park easement leaving 40' of the buffer park easement in place. The subdivision ordinance mandates a 60' buffer park when development occurs between industrial and residential zoning and a 30' buffer park between commercial and residential zoning.

Chuck recommends (see memo) approval for the following reasons:

- James and Wanda Spiker have agreed to install additional planting along the north side of the proposed garage addition.
- The requested area to be vacated is uniform in depth for both properties.
- Consent was given from the developer of the Quail Meadows subdivision.
- The two existing industrial uses directly across the street to the south, have minimal size, employees and traffic flow.
- The existing 60' right-of-way of Hillcrest Avenue serves as a limited distance buffer.
- The request has originated from the property owners of the area who have made the investment in the property.

Simple motion for the second consideration is in order.

Attachments

Information

Ordinance

COMMUNITY DEVELOPMENT

JUL 08 2013

INDIANOLA, IOWA

July 8th, 2013

Mayor /City Council
C/O Eric Hansen, City Manager

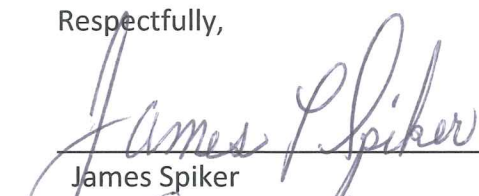
We are James and Wanda Spiker and we own the property at 2000 North 9th Street, lot 1 of the Quail Meadows Subdivision, here in Indianola. We respectfully request to have the North 20' of the existing 60' wide landscape buffer park easement be vacated for both lot 1 and 19 of the Quail Meadows Subdivision. We have discussed this request with our neighbors at 2001 North 9th, Dennis and Cynthia Thompson, and developer of the subdivision, Emmitt Brody and they are in agreement with the request.

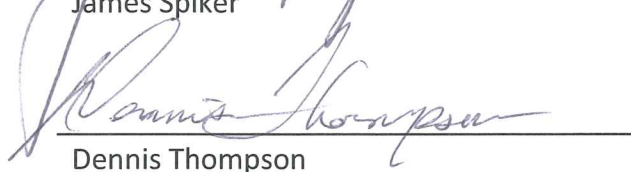
It is our intention to construct a 3rd car garage onto our existing house. In exchange, we intend to provide additional trees and shrubs within the remaining 40' buffer park. Attached is the additional plantings recommended by our landscape designer.

Our home is one of the few within the neighborhood without a 3rd car garage. We feel this request will enhance our property and help maintain its value.

Thank you for your consideration.

Respectfully,


James Spiker

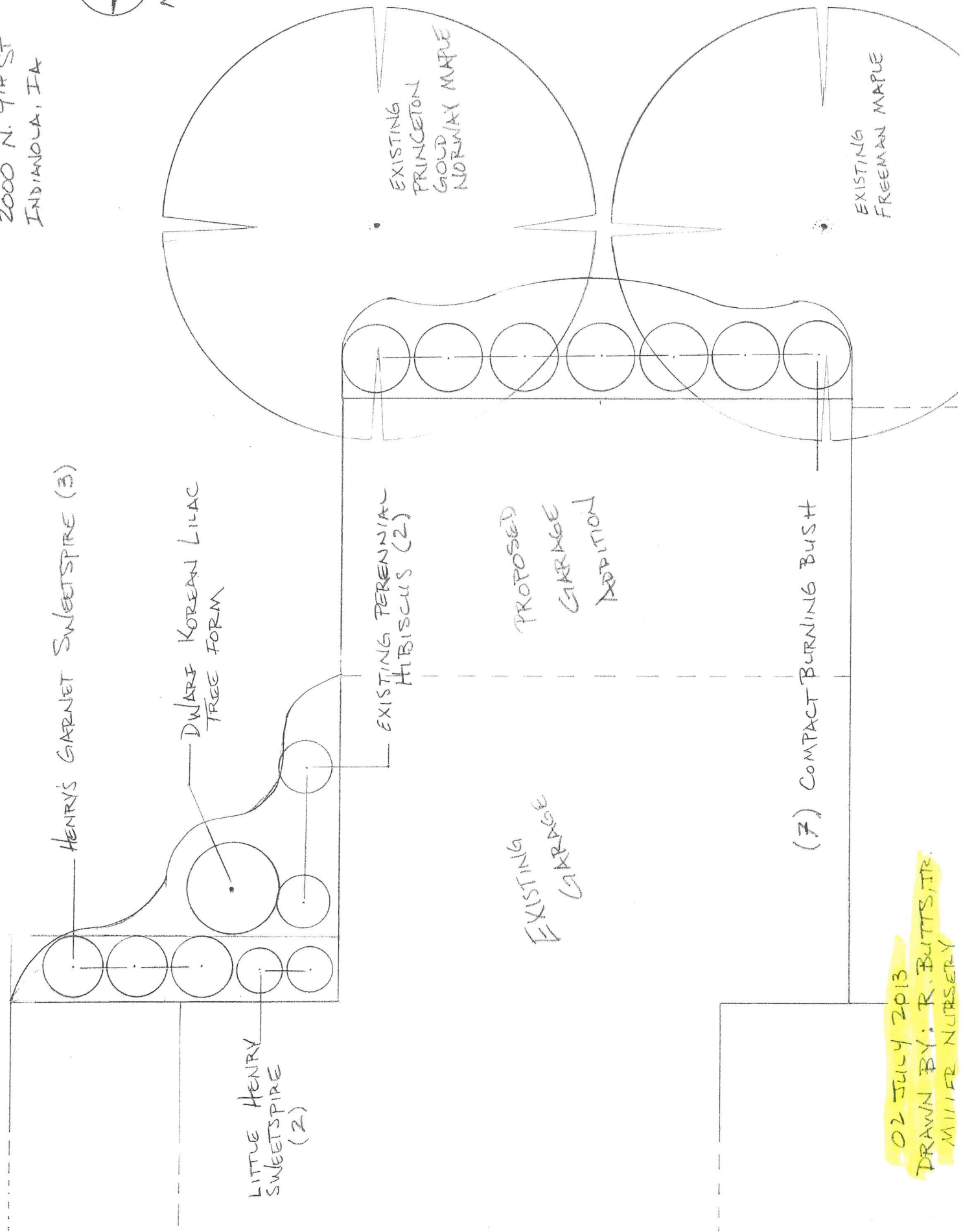
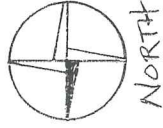

Dennis Thompson


Wanda Spiker

 7/8/13
Cynthia Thompson

515-408-2019 JAMES & WANDA SPIKER

TIM SPIKER
2000 N. 9TH ST
INDIANOLA, IA



02 JULY 2013
DRAWN BY: R. BUTTS, JR.
MILLER NURSERY

To Whom it may concern:

Today, Tuesday, June 25, 2013
we, Jim & Wanda Spiker
visited with Quail
Meadows Developer -
Emmett Brody
regarding vacating the
North 20 feet of the
landscape buffer
eastern on Lot 1 and
also Lot 19 of Quail
Meadows subdivision
plat 1 lots 1 & 19
owned by us Jim & Wanda
Spiker and Lot 19 owned
by Dennis & Cynthia Thompson.
Emmett Brody stated
he had no objection
and wished us well
upon our request to the
city.

Jim & Wanda Spiker
and James Spiker

Emmett Brody

200 North 9th Street



TO: Eric Hanson, City Manager

FROM: Chuck Burgin, Director of Community Development

RE: Request to vacate a portion of a buffer park easement

Several months ago James and Wanda Spiker applied for a building permit to construct a three car garage onto their home at 2000 North 9th Street. Mr. Spiker was informed at that time a 60' buffer park easement was placed on his property at the time of the platting process in April of 2004. The requirement within the subdivision ordinates mandates a 60' buffer park when development occurs between industrial and residential zoning and a 30' buffer park between commercial and residential zoning. Approximately 19' of the proposed garage addition would encroach into the easement area.

The Spikers, in conjunction with their adjacent neighbors, the Thompsons are requesting the north 20' of the buffer park easement be vacated leaving 40' of the buffer park easement in place. I have enclosed a map indicating the portion of the buffer park easement requested to be vacated.

I recommend approval of the request for the following reasons:

- James and Wanda Spiker have agreed to install additional planting along the north side of the proposed garage addition. (see attached landscape design)
- The requested area to be vacated is uniform in depth for both properties, as per my recommendation.
- Consent was given from the developer of the Quail Meadows subdivision, Emmitt Brody, as per my recommendation.
- The two existing industrial uses directly across the street to the south, Miller Electric and The Electric Company have minimal size, employees and traffic flow.
- The existing 60' right-of-way of Hillcrest Avenue serves as a limited distance buffer.
- The request has originated from the property owners of the area who have made the investment in the property.



**Request to Vacate the North 20' of the Existing Buffer Park
on Lots 1 and 19 within the Quail Meadows Subdivision.**



ORDINANCE NO. 2011-_____

**AN ORDINANCE VACATING A BUFFER PARK
EASEMENT IN QUAIL MEADOWS SUBDIVISION LOTS 1
AND 19.**

WHEREAS, on the 5th day of August, 2013, pursuant to published notice as required by law, the City Council held a public hearing on a proposal to vacate a buffer park easement within property legally described as follows:

NORTH 20' OF 60' BUFFER PARK EASEMENT ON LOTS 1 & 19 OF QUAIL
MEADOWS SUBDIVISION IN THE CITY OF INDIANOLA, IOWA;

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said easement.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indianola, Iowa, as follows:

Section 1. The City of Indianola, Iowa, hereby vacates the following described buffer park easement:

NORTH 20' OF 60' BUFFER PARK EASEMENT ON LOTS 1 &
19 OF QUAIL MEADOWS SUBDIVISION IN THE CITY OF
INDIANOLA, IOWA

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 effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Information

Subject

Jerry Kelley Trail Phase 2

Information

This trail section goes from Memorial Park west to Wilder School 1.6 miles. The trail is 8 ft. wide concrete and will serve as a regional trail connection through Indianola and also as a pedestrian off-street trail to and from neighborhoods to Wilder School, the swimming pool and other parks.

This project was awarded a Surface Transportation Program Transportation Enhancement Grant through a competitive application process with the Central Iowa Regional Transportation Planning Alliance. Total grant amount awarded is \$309,520 with the city match of \$132,700 for a project cost of \$442,220 plus an additional \$10,000 for engineering and bid documents for Phase 2B. Grant monies not used for projects awarded a grant must be returned. They are then used for other project applications as the grant funding is very limited. The project is administered and bid through the IDOT following all of their process and regulation requirements. This project has been approved for Phase 2A to be completed by early 2014 and Phase 2B in 2015.

Phase 2A , does not include the section along Iowa Avenue, which was bid by the IDOT on July 16th with an engineer estimate of \$280,000 includes the east and west ends of the trail only.

Phase 2B will be the center section along Iowa Ave.

FYI - On May 21, 2012 council authorized Veenstra and Kimm to design the Jerry Kelley Trail Phase 2 from the Memorial Park to the Wilder Elementary School on West Euclid.

Attachments

[Glen Cowan Memo](#)

[Trails - 2008 Master Plan](#)

[JK Trail Email](#)

[Bike Lanes](#)

JK Trail Phase 2A Project

BACKGROUND

This trail project is a part of the overall trail system planned for the Indianola Community and extending into the county (trails plan map attached). It will extend the Jerry Kelley Trail an additional 1.6 miles to the west with an 8ft. wide concrete trail to provide a connection from Wilder School to the Summerset Trail to Carlisle, to the McVay Trail to Pickard and it will be a section of the Warren County regional trail going through Indianola which is a part of the Central Iowa Trails System. This trail section will also serve as a non-vehicular transportation trail from Wilder School and neighborhoods and provide a safe walking & bicycling route to the aquatic center at Memorial Park and to other public and private facilities within our community.

In November, 2010, the city council approved applying for a \$309,520 grant to help fund this 1.6 mile trail section between Memorial Park and Wilder School with the city providing the required local match of \$132,700 to fund the total estimated project cost of \$442,220. Through a competitive grant process, we were fortunate to receive the \$309,520 grant.

After getting all the IDOT requirements completed to proceed with the project, we met with the engineers, Chuck Burgin and IMU to review the trail alignment. Upon talking with IMU we learned that Iowa Ave was on the list as a part of the underground utility conversion project. We then had some conversations about the possibility of putting the trail on the south side of Iowa Ave since the utility poles were going to be moved and it was a much better and safer location for the trail than the north side of Iowa Ave. With the possibility of the underground conversion schedule being moved up to take place within 2015, we then inquired about splitting the project into 2 phases since the underground conversion was not scheduled in 2014. Approval was received from CIRTPA and the project was divided into 2 phases, Phase 2A – the east and west ends of the trail, and Phase 2B- the section along Iowa Ave.

On July 16, 2013, Phase2A (east & west ends) bids were received by the IDOT with the low bid coming in \$58,000 above the engineer's estimate (\$337,761.75). This news, along with the cost to remove the utility poles along Iowa Ave. put the cost for this section of trail development unusually high which would require additional non-budgeted city monies in order to fund it. Understandably so, the council then indicated that this project was just not feasible or affordable to do.

At these high costs, staff also agreed that the project was to the point where we would need to recommend not doing it unless there were some alternatives and flexibility in the use of the grant monies and how the project could be done. We therefore inquired with CIRTPA/MPO to see if we could use the grant monies for Phase 2A and return the excess grant funds not used and complete Phase 2B (along Iowa Ave) as some point in the future. Their response was positive as long as we put bike lanes (painted street markings & signs) on each side of Iowa Ave. to connect the two ends so we are excited and happy to present the recommendation below for your consideration (see attached email from Zach at CIRTPA/MPO).

RECOMMENDATION

The Indianola Parks & Recreation Commission and Staff recommend that the city council accept the low bid from Absolute Concrete Construction, Inc. in the amount of \$337,761.75 for Phase2A (east & west ends). After acceptance, we will talk to the contractor and remove the trees from the project to lower the cost by \$30,000 to \$307,761.75. With the grant monies at 80% and city match at 20% the city's portion will be approximately \$75,000, which is \$57,000 below the \$132,700 budgeted city match. Below are the estimated project costs and funding amounts.

Expenses

\$337,761.75	Construction
\$ 33,250.00	Preliminary Engineering/Bid Documents (completed)
<u>\$ 27,600.00</u>	Construction Engineering/Field Observation
\$398,611.75	
<u>\$ -30,000.00</u>	Removal of Trees
\$368,611.75	TOTAL

Revenues

\$294,889.75	TE Grant
<u>\$ 73,722.00</u>	City Local Match
\$368,611.75	TOTAL

If we do not move forward with this project as recommended, the city will have still invested \$33,250 in engineering expenses and the grant money will have to be returned. Below is a summary of the recommendation. We encourage the council to give your sincere consideration to this recommendation to take advantage of the grant dollars we have been awarded for this needed trail project.

1. Accept the low bid from Absolute Concrete Construction, Inc. in the amount of \$337,761.75 for Phase2A (east & west ends).
2. Have bike lane street markings and signage put on both sides of Iowa Ave from Stephen Ct west to Kenwood Blvd. as mentioned by CIRTPA/MPO (see attached Bike Lanes Info.)

Glen Cowan

From: Zach Young [zyoung@dmampo.org]
Sent: Wednesday, August 14, 2013 4:16 PM
To: Glen Cowan (gcowan@cityofindianola.com) (gcowan@cityofindianola.com)
Subject: Jerry Kelley Trail

Hi Glen,

I'm writing in regards to your question concerning the Jerry Kelley Trail that you received TAP funds from CIRTPA. This project was awarded \$309,520 in FFY 2012 for the section of trail from Memorial Park to Wilder Elementary School. This project was split into two phases due to the utility work along Iowa Avenue. I believe it is fine for the City to move forward with phase I of the trail as long as phase II (section along Iowa Ave) includes the shared road signs and sharrows as indicated in Greg Roth's email sent on January 21, 2013. This will ensure that there is a full connection until the trail portion along Iowa Avenue can be completed at some point in the future. Please let me know if you have any additional questions.

Zach Young, CNU-A | Senior Transportation Planner
Des Moines Area MPO | 420 Watson Powell, Suite 200, Des Moines, IA 50309
p. 515.334.0075 | e. zyoung@dmampo.org | w. www.dmampo.org

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[Home](#) > [Engineer Bicycle Facilities](#) > [On-Street Facilities](#) > **[Bike Lanes](#)**

Bike Lanes



This bike lane has enough width for a bicyclist to comfortably ride between the curb and gutter and the adjacent travel lane.

Bike lanes are defined as "a portion of the roadway which has been designated by striping, signing and pavement marking for the preferential or exclusive use by bicyclists". Bicycle lanes make the movements of both motorists and bicyclists more predictable and as with other bicycle facilities there are advantages to all road users in striping them on the roadway.

Bicycle-friendly cities such as Madison, Eugene, Davis, Gainesville, and Palo Alto have developed extensive bike lane networks since the 1970s and more recently large cities such as Tucson, Chicago, Houston, Philadelphia, Portland and Seattle have begun to stripe bike lanes on their arterial and collector streets as a way of encouraging bicycle use. In general, bicycle lanes should always be:

- one-way, carrying bicyclists in the same direction as the adjacent travel lane
- on the right side of the roadway
- located between the parking lane (if there is one) and the travel lane

Critical dimensions

Bicycle lane width ([AASHTO Guide](#), pp. 22–24):

- 4 feet (1.2m): minimum width of bike lane on roadways with no curb and gutter

- 5 feet (1.5m): minimum width of bike lane when adjacent to parking, from the face of the curb or guardrail
- 11 feet (3.3m): total width for shared bike lane and parking area, no curb face
- 12 feet (3.6m): shared bike lane and parking area with a curb face

Bicycle lane stripe width:

- 6-inch (150mm): solid white line separating bike lane from motor vehicle lane (possibly increased to 8-inches (200mm) where emphasis is needed)
- 4-inch (100mm): optional solid white line separating the bike lane from parking spaces

Information

Subject

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

Information

The first item is to hold a public hearing on the plans, specs, form of contract and estimate of cost. No written comments have been received to date.

Attachments

Map

Information

Subject

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

Information

The next item is to consider the resolution (packet) adopting specs, form of contract and estimate of cost (\$280,000).

Roll call is in order.

Attachments

Resolution Approving Plans, Specs etc

RESOLUTION NO. 2013-_____

**A RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST**

WHEREAS, on August 19, 2013, plans, specifications, form of contract and estimate of cost were filed with the Clerk for the construction of certain public improvements described in general as the Jerry Kelley Trail construction project in Memorial Park; and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of cost for said public improvements was published as required by law:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA, that the said plans, specifications, form of contract and estimate of cost are hereby approved as the plans, specifications, form of contract and estimate of cost for said public improvements, as described in the preamble of this Resolution.

APPROVED this ____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 08/19/2013

Information

Subject

Resolution awarding contract

Information

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

The following bids were received on July 16, 2013 by IDOT and they are recommending the low bid from Absolute Concrete Construction in an amount of \$337,761.75.

Name	Bid
Absolute Concrete Construction	\$337,761.75
TK Concrete, Inc.	\$374,114.25
Reilly Construction Co. Inc.	\$375,000.00

Roll call is in order.

Attachments

Contract

Resolution Approving Contract

CONTRACT

FA96 (Form 650019)
05-12

Letting Date: July 16, 2013 Contract ID: 91-3680-613 Bid Order No.: 110
County: WARREN Project Engineer: CITY OF INDIANOLA
Cost Center: 849300 Object Code: 890 DBE Commitment: \$0.00
Contract Work Type: PCC SIDEWALK/TRAIL

This agreement made and entered by and between the CITY OF INDIANOLA CONTRACTING AUTHORITY,
AND
ABSOLUTE CONCRETE CONSTRUCTION, INC. OF SLATER, IA, (AB112), CONTRACTOR

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed below, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto. A true copy of said plan is now on file in the office of the Contracting Authority under date of 07/11/2013.

PROJECT: STP-E-3680(613)--8V-91 COUNTY: WARREN
WORK TYPE: PCC SIDEWALK/TRAIL ACCOUNTING ID: 30911
ROUTE: JERRY KELLEY TRAIL LENGTH (MILES): 0.87
LOCATION: IN THE CITY OF INDIANOLA, MEMORIAL PARK TO WILDER ELEMENTARY
SCHOOL
FEDERAL AID - PREDETERMINED WAGES ARE IN EFFECT

The specifications consist of the Standard Specifications for Highway and Bridge Construction, Series 2012
of the Iowa Department of Transportation plus the following Supplemental Specifications, Special Provisions, and
addendums: FHWA-1273.05, GS-12002, IA13-1.2

Contractor, for and in considerations of \$337,761.75 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

By _____, _____
Contractor Contractor (if joint venture)

By _____
Contracting Authority Contract Award Date

Iowa DOT Concurrence _____
For Local Agency Contracts Concurrence Date

Letting Date: July 16, 2013 Contract ID: 91-3680-613 Bid Order No. : 110

It is further understood and agreed that the above work shall be commenced or completed in accordance with the following schedule:

SITE NUMBER	CONTRACT PERIOD /SITE DESCRIPTION	LIQUIDATED DAMAGES
	CONTRACT LATE START DATE 09/30/2013 25 WORKING DAYS	\$1,000.00

CONTRACT NOTES

CONTRACT SCHEDULE OF PRICES

Page: 2

Vendor No.: AB112
 Contract ID No.: 91-3680-613
 Primary Work Type: PCC SIDEWALK/TRAIL
 Primary County: WARREN

Bid Order No.: 110
 Letting Date: July 16, 2013
 10:00 A.M.

Line	Item Number	Item Quantity and Unit	Unit Price Dollars	Cts	Bid Amount Dollars	Cts
SECTION 0001 TRAIL ITEMS						
0010	2101-0850001 CLEARING AND GRUBBING	1.500 ACRE	10,000.00000		15,000.00	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	1,277.000 CY	10.00000		12,770.00	
0030	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	1,300.000 CY	10.00000		13,000.00	
0040	2107-0875000 COMPACTION WITH MOISTURE AND DENSITY CONTROL	900.000 CY	5.00000		4,500.00	
0050	2213-6745500 REMOVAL OF CURB	1.200 STA	1,000.00000		1,200.00	
0060	2416-0100042 APRONS, CONCRETE, 42 IN. DIA.	4.000 EACH	950.00000		3,800.00	
0070	2435-0251218 INTAKE, SW-512, 18 IN.	3.000 EACH	950.00000		2,850.00	
0080	2435-0600010 MANHOLE ADJUSTMENT, MINOR	1.000 EACH	500.00000		500.00	
0090	2503-0114212 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 12 IN.	75.000 LF	43.00000		3,225.00	
0100	2503-0114242 STORM SEWER GRAVITY MAIN, TRENCHED, REINFORCED CONCRETE PIPE (RCP), 2000D (CLASS III), 42 IN.	126.000 LF	115.00000		14,490.00	

CONTRACT SCHEDULE OF PRICES

Page: 3

Vendor No.: AB112
 Contract ID No.: 91-3680-613
 Primary Work Type: PCC SIDEWALK/TRAIL
 Primary County: WARREN

Bid Order No.: 110
 Letting Date: July 16, 2013
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0110	2507-6800061 REVELTMENT, CLASS E	8.000 TON	100.00000		800.00	
0120	2511-0302500 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 5 IN.	3,305.000 SY	31.50000		104,107.50	
0130	2511-0302700 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 7 IN.	800.000 SY	42.00000		33,600.00	
0140	2511-6745900 REMOVAL OF SIDEWALK	422.000 SY	5.00000		2,110.00	
0150	2511-7526005 SIDEWALK, P. C. CONCRETE, 5 IN.	120.000 SY	65.00000		7,800.00	
0160	2511-7528101 DETECTABLE WARNINGS	106.000 SF	35.00000		3,710.00	
0170	2515-2475007 DRIVEWAY, P. C. CONCRETE, 7 IN.	112.000 SY	75.00000		8,400.00	
0180	2515-6745600 REMOVAL OF PAVED DRIVEWAY	145.000 SY	5.00000		725.00	
0190	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	5.000 EACH	175.00000		875.00	
0200	2526-8285000 CONSTRUCTION SURVEY	LUMP	LUMP		6,000.00	
0210	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	1.200 STA	810.00000		972.00	

CONTRACT SCHEDULE OF PRICES

Page: 4

Vendor No.: AB112
 Contract ID No.: 91-3680-613
 Primary Work Type: PCC SIDEWALK/TRAIL
 Primary County: WARREN

Bid Order No.: 110
 Letting Date: July 16, 2013
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price Dollars Cts	Bid Amount Dollars Cts
0220	2528-8445110 TRAFFIC CONTROL	LUMP	LUMP	4,450.00
0230	2533-4980005 MOBILIZATION	LUMP	LUMP	40,000.00
0240	2599-9999005 ('EACH' ITEM) HYDRANT RELOCATION	2.000 EACH	4,000.00000	8,000.00
0250	2601-2634100 MULCHING	3.000 ACRE	700.00000	2,100.00
0260	2601-2636044 SEEDING AND FERTILIZING (URBAN)	3.000 ACRE	1,100.00000	3,300.00
0270	2602-0000020 SILT FENCE	3,082.000 LF	1.50000	4,623.00
0280	2602-0000071 REMOVAL OF SILT FENCE OR SILT FENCE FOR DITCH CHECKS	3,082.000 LF	0.10000	308.20
0290	2602-0000101 MAINTENANCE OF SILT FENCE OR SILT FENCE FOR DITCH CHECK	1,541.000 LF	0.25000	385.25
0300	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	1,408.000 LF	2.35000	3,308.80
0310	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	1,408.000 LF	0.25000	352.00
0320	2602-0010010 MOBILIZATIONS, EROSION CONTROL	1.000 EACH	500.00000	500.00

CONTRACT SCHEDULE OF PRICES

Page: 5

Vendor No.: AB112
 Contract ID No.: 91-3680-613
 Primary Work Type: PCC SIDEWALK/TRAIL
 Primary County: WARREN

Bid Order No.: 110
 Letting Date: July 16, 2013
 10:00 A.M.

Line No	Item Number Item Description	Item Quantity and Unit	Unit Price		Bid Amount	
			Dollars	Cts	Dollars	Cts
0330	2611-0000200 TREES, FURNISHED AND INSTALLED (WITH WARRANTY)	200.000 EACH	150.00000		30,000.00	
TOTAL BID					337,761.75	

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PREDETERMINED WAGE RATE**IA13 - 1.2**

General Decision Number: IA130001 06/07/2013 IA1

Superseded General Decision Number: IA20120001

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS

(Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Modification Number	Publication Date
0	01/04/2013
1	05/17/2013
2	06/07/2013

SUIA2002-003 02/28/2012

CARPENTERS AND PILEDRIVERMEN:

	Rates	Fringes
ZONE 1	23.92	9.93
ZONE 2	21.83	9.93
ZONE 3	21.83	9.93
ZONE 4	20.80	8.25
ZONE 5**	20.25	6.85

CONCRETE FINISHER:

ZONE 1	21.80	7.00
ZONE 2	21.80	7.00
ZONE 3	21.80	7.00
ZONE 4	19.60	5.45
ZONE 5	18.00	6.00

PREDETERMINED WAGE RATE**IA13 - 1.2****ELECTRICIANS: (STREET AND HIGHWAY LIGHTING
AND TRAFFIC SIGNALS)**

ZONE 1, ZONE 2, AND ZONE 3	20.55	5.70
ZONE 4	19.25	5.70
ZONE 5	17.00	5.70

IRONWORKERS: (SETTING OF STRUCTURAL STEEL)

ZONES 1 AND 2	25.05	7.45
ZONE 3	24.75	7.75
ZONE 4	20.65	6.60
ZONE 5**	20.25	6.10

LABORERS:

	Rates	Fringes
ZONE 1 AND ZONE 2		
GROUP AA	21.01	7.65
GROUP A	20.21	7.65
GROUP B	18.33	7.65
GROUP C	15.10	7.65
ZONE 3		
GROUP AA	21.01	7.65
GROUP A	20.21	7.65
GROUP B	18.33	7.65
GROUP C	15.10	7.65
ZONE 4		
GROUP A	17.40	7.65
GROUP B	16.08	7.65
GROUP C	13.20	7.65
ZONE 5		
GROUP A	17.95	6.00
GROUP B	15.20	6.00
GROUP C	14.60	6.00

POWER EQUIPMENT OPERATORS:

ZONE 1		
GROUP A	26.85	12.90
GROUP B	25.25	12.90
GROUP C	22.75	12.90
GROUP D	22.75	12.90
ZONE 2		
GROUP A	26.10	12.90
GROUP B	24.50	12.90
GROUP C	21.95	12.90
GROUP D	21.95	12.90
ZONE 3		
GROUP A	26.70	15.10
GROUP B	24.90	15.10
GROUP C	23.90	15.10
GROUP D	23.90	15.10

PREDETERMINED WAGE RATE

IA13 - 1.2

ZONE 4

GROUP A	25.50	8.55
GROUP B	24.36	8.55
GROUP C	22.28	8.55
GROUP D	22.28	8.55

ZONE 5

GROUP A	22.07	6.80
GROUP B	21.03	6.80
GROUP C	19.70	6.80
GROUP D	18.70	6.80

TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)

ZONE 1	19.65	9.60
ZONE 2	19.65	9.60
ZONE 3	19.65	9.60
ZONE 4	19.70	5.35
ZONE 5	17.75	5.35

ZONE DEFINITIONS

- ZONE 1 The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
- ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
- ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
- ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
- ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - Skilled pipelayer (sewer, water and conduits) and tunnel laborers (zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; pipelayer (sewer, water, and conduits) Zone 4 & 5; powderman tender; powderman/blaster; saw operator; tunnel laborer (zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

****CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be prevailing.

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 05-13-2010. SU indicates the rates are bot union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later,

PREDETERMINED WAGE RATE

IA13 - 1.2

05/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

PREDETERMINED WAGE RATE

IA13 - 1.2

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION

RESOLUTION NO. _____

**A RESOLUTION MAKING AWARD OF CONSTRUCTION
CONTRACT**

WHEREAS, the Department of Transportation has proposed to include the construction of the sidewalk trail as part of the Jerry Kelley Trail construction project; and

WHEREAS, the Department of Transportation let bids in accordance with law on behalf of the City for this proposed project on July 16, 2013, and has submitted a record of the bids received along with a proposed contract for award of the contract to the lowest responsive responsible bidder, which will be on file in the office of the Clerk for public inspection.

NOW THEREFORE BE IT HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that the following bid for the construction of certain public improvements described in general as the Jerry Kelley Trail construction project in Memorial Park described in the plans and specifications heretofore adopted by this Council be and is hereby accepted, the same being the lowest responsible bid received for said work, as follows:

Contractor: _____

Amount of Bid: \$_____

Portion of project: All construction work

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby directed to execute contract with the contractor for the construction of said public improvements, said contract not to be binding on the City until approved by this Council.

APPROVED this ____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

Information

Subject

Resolution approving contract and bond

Information

The final item to consider is the resolution (packet) approving contract and bond to Absolute Concrete Construction for \$337,761.75.

Roll call is in order.

Attachments

Resolution contract & bond

RESOLUTION NO. _____

**A RESOLUTION APPROVING CONSTRUCTION
CONTRACT AND BOND**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA, that the construction contract and bond executed and insurance coverage for the construction of certain public improvements described in general as the Jerry Kelley Trail construction project in Memorial Park and as described in detail in the plans and specifications heretofore approved, and which have been signed by the Mayor and City Clerk on behalf of the City be and the same are hereby approved as follows:

Contractor: _____

Date of contract: _____

Bond surety: _____

Date of bond: _____

Portion of project: All construction work

APPROVED this ____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

Information

Subject
Consider HR Green Proposals

Information

Information

Subject

Wastewater Treatment Facilities Siting Study - \$11,200.00

Information

This study will be the basis for how the wastewater infrastructure will be best situated on the old plant site or on the farm to the north of the existing plant. The cost for the professional services for this agreement is \$11,200.

Simple motion is in order.

Attachments

Siting Study



PROFESSIONAL SERVICES AGREEMENT

For

Wastewater Treatment Facilities Siting Study

City of Indianola
110 North 1st Street
Indianola, Iowa 50125-0299
(515) 961-9410

Jim Rasmussen, Vice President
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131
40130049

July 15, 2013

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THIS **AGREEMENT** is between City of Indianola, Iowa (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The Client has retained Company to provide engineering services to study and prepare a final report for the siting of the wastewater treatment facilities. The existing North Wastewater Treatment Facility is planned to be upgraded in the near future to meet the proposed discharge limits and provide reliable wastewater treatment. As part of the Facility Plan for the North Wastewater Treatment Facility several treatment process changes will be considered. The CLIENT owns the current treatment plant site and additional property about a mile north of the existing treatment plant site. This study will look at the best use of the City-owned property for wastewater treatment infrastructure and develop a plan for implementation.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

- Conduct a kickoff meeting with the CLIENT to cover the following items;
 - ✓ Review the study scope, schedule and communication plan
 - ✓ Define the triple bottom line approach to evaluate siting options
 - ✓ Develop up to three potential wastewater treatment alternatives that might be selected during the Facility Plan for use to evaluate wastewater treatment plant siting
 - ✓ Discuss general condition assessment of the existing treatment process and support facilities
- Develop preliminary layouts of preliminary treatment options with respect to existing plant site, farm plant site and mix of sites. Incorporate estimate of existing life of infrastructure into site layouts.
- Develop preliminary capital and annual operating costs for proposed siting layouts.
- Develop a preliminary schedule or trigger to consider moving treatment processes to alternate site.
- Compile siting options to three recommended alternatives for further consideration.
- Review siting alternatives with CLIENT and incorporate comments.
- Make final recommendation for wastewater treatment facilities siting and develop an implementation schedule.
- Develop final siting report
- Present recommended siting alternative to CLIENT and Council

3.0 Items not included in Agreement/Supplemental Services

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

4.0 Client Responsibilities

CLIENT must authorize COMPANY to do work under this agreement. Authorization must be in written form.

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

5.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$11,200.00.

6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

6.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

6.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

6.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

6.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

6.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

6.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

6.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

6.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

6.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

6.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

6.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages,

and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

6.25 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

James R. Rasmussen

Approved by:



Printed/Typed Name: James R. Rasmussen

Title: Vice President

Date: July 15, 2013

CITY OF INDIANOLA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____

\\HRGDMNAS\Data\40130049\Design\Contract\agt-062113-Indianola_General_Engineering1.docx

HR GREEN, INC.

Billing Rate Schedule

Effective January 1, 2013

Professional Services

Billing Rate Range

Principal	\$185 - \$250
Senior Professional	\$150 - \$200
Professional	\$110 - \$160
Junior Professional	\$80 - \$115
Senior Technician	\$80 - \$110
Technician	\$50 - \$85
Senior Field Personnel	\$100 - \$150
Field Personnel	\$70 - \$105
Junior Field Personnel	\$50 - \$80
1 Person w/ GPS or Robotic Equipment	\$105
2 Person Crew w/ GPS or Robotic Equipment	\$155
Administrative Coordinator	\$35 - \$100
Administrative	\$40 - \$80
Corporate Admin	\$55 - \$90

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.

Information

Subject

General Wastewater Engineering Services - Annual Contract Amount not to exceed \$50,000.00

Information

This agreement provides a framework for HR Green to work on an on-call basis for tasks that the City authorizes. The annual contract value for this agreement will not exceed \$50,000.

Simple motion is in order.

Attachments

Engineering Services



PROFESSIONAL SERVICES AGREEMENT

For

General Wastewater Engineering Services

City of Indianola
110 North 1st Street
Indianola, Iowa 50125-0299
(515) 961-9410

Jim Rasmussen, Vice President
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131
40130049

July 22, 2013

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6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between City of Indianola, Iowa (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The Client has retained Company to provide general engineering services to support their wastewater needs.

This agreement is intended to be for ongoing engineering services support and therefore does not have a defined scope of services. The following Engineering Services identifies services that may be provided by the Engineer upon request but is not intended to be inclusive of all services that may be provided. Additional related engineering services not identified below may also be provided upon request.

It is anticipated that separate agreements, outside of this general engineering services agreement, will be executed for individual projects or tasks where the anticipated total hours of effort will exceed 80 hours of services.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

General Wastewater Services

- Report and application for CWSRF water resource restoration project
- Evaluation of infrastructure and condition assessments
- Advisory services regarding IDNR regulations and positions
- Development assistance and consulting
- Project financing assistance
- Rate reviews – not complete rate studies
- Permitting assistance
- Attend Council meetings as needed to support staff
- Assistance for minor projects (generally projects less than \$100,000 in construction costs) where the City directly selects or is the contractor and does not require full Contract Documents and a letting
- Assisting with selection of replacement equipment
- Reviewing technical proposals
- Assistance on a minor aspect of a large major project not designed by HR Green (example- provide construction staking, construction observation, review of electrical service requirements, etc)
- Minor GIS & GPS services
- Capital improvements planning for treatment and collection system improvements
- Wastewater treatment plant optimization
- Infiltration and inflow elimination programming and recommendations
- Assistance with pilot testing of wastewater equipment/technologies
- Assistance with subcontractors to provide geotechnical or surveying services

3.0 Items not included in Agreement/Supplemental Services

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

4.0 Client Responsibilities

CLIENT must authorize COMPANY to do work by specific task up to the maximum value of this agreement. Authorization must be in written form.

5.0 Professional Services Fee

5.1 Fees

Since this agreement does not have a defined scope of services, accordingly this agreement will have a maximum value of \$50,000.00 but will be based on hourly rates and applicable expenses as indicated below for ongoing services requested by the Client.

First 80 Hours of Service Per Month

In order to recognize the Client's commitment to this ongoing relationship, the fee for the first forty (40) hours of HR Green's Project Manager time will be invoiced at a reduced rate of \$140.00 per hour and the first forty (40) of Project Engineer or Project Staff below the project manager level will be invoiced at a discounted rate of \$90.00 per hour. The Discounted Billing Rate Schedule is effective through July 1, 2013 through June 30, 2014.

Service Per Month Exceeding First 80 Hours

The fee for general engineering services beyond the first eighty (80) hours per month will be according to Howard R. Green Company's Standard Billing Rate Schedule. The Standard Billing Rate Schedule effective through December 31, 2013 is attached.

5.1.1.1 TERM OF AGREEMENT

This agreement regarding general engineering services will be in affect from the date of this agreement until June 30, 2014, unless terminated in accordance with the terms of this agreement.

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The

retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

5.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Per current Rate Schedule as delineated in Section 5.1 of this agreement.

6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

6.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

6.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the

CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

6.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

6.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

6.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

6.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

6.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

6.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

6.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be

considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

6.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

6.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S

contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

6.25 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

James R. Rasmussen

Approved by:



Printed/Typed Name: James R. Rasmussen

Title: Vice President

Date: July 22, 2013

CITY OF INDIANOLA

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____

HR GREEN, INC.

Billing Rate Schedule

Effective January 1, 2013

Professional Services

Billing Rate Range

Principal	\$185 - \$250
Senior Professional	\$150 - \$200
Professional	\$110 - \$160
Junior Professional	\$80 - \$115
Senior Technician	\$80 - \$110
Technician	\$50 - \$85
Senior Field Personnel	\$100 - \$150
Field Personnel	\$70 - \$105
Junior Field Personnel	\$50 - \$80
1 Person w/ GPS or Robotic Equipment	\$105
2 Person Crew w/ GPS or Robotic Equipment	\$155
Administrative Coordinator	\$35 - \$100
Administrative	\$40 - \$80
Corporate Admin	\$55 - \$90

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.

Information

Subject

Sanitary Sewer Collection System Hydraulic Study - Total Engineering fees \$72,200.

Information

Professional Services Agreement for the Sanitary Sewer Collection System Hydraulic Study for the City of Indianola. Total engineering fee for the scope of services is \$72,200. A breakdown of these services is as follows:

Data Collection \$2,600
Flow Monitoring and Analysis \$6,800
GPS Collection System Survey \$30,000
Hydraulic Modeling \$28,600
Project Management \$4,200

Simple motion is in order.

Attachments

Hydraulic Study



PROFESSIONAL SERVICES AGREEMENT

For

Indianola, IA – Sanitary Sewer Collection System Hydraulic Study

City of Indianola
110 North First Street
P.O. Box 299
Indianola, IA 50125-0299

James R. Rasmussen, P.E.
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131
40130054

July 25, 2013

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- 4.0 ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
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- 7.0 PROFESSIONAL SERVICES FEE
- 8.0 TERMS AND CONDITIONS

THIS **AGREEMENT** is between the CITY OF INDIANOLA, IOWA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

COMPANY continuously refines our approach to deliver the most efficient design solutions to challenging engineering problems such as the sanitary sewer collection system analysis project requested by CLIENT. The following approach reflects COMPANY's understanding of the key issues pertaining to the projects based on our knowledge of the area, previous experience with similar projects, and technical knowledge of sewer systems. The goals and objectives identified for this project are:

- a. Assure the availability of adequate collection and conveyance of wastewater for existing and future flows during both dry and wet weather conditions.
- b. Assist in supporting the level of service expected by customers to avoid system surcharges that may lead to basement or service back-ups and sanitary sewer overflow events.
- c. Control wet weather effects on operations of system facilities such as pump stations.
- d. Develop a hydraulic model that provides a key tool for assisting in prioritizing maintenance for sanitary sewer system assets.
- e. Use this hydraulic model for assisting in the management of sanitary sewer collection system for resolving issues with the current system, and planning for future development and economic growth.

1.2 Key Issues

Sanitary sewer issues such as collection and conveyance, capacity, management, operations, wet weather system impacts, maintenance and expansion create a need for a holistic analysis providing clear and quantifiable solutions. By developing a robust and dynamic software model of the sanitary system, COMPANY will integrate rainfall impacts and existing sanitary sewer flows to provide CLIENT with the information needed to make informed infrastructure decisions. The modeling effort will be complemented by COMPANY's team of experienced sanitary sewer system designers, who bring extensive experience in the areas of system condition assessment and planning level alternative analysis.

1.3 Design Criteria/Assumptions

COMPANY's approach will focus on proactive communication and project management as well as the application of our broad engineering expertise to deliver applicable modeling results and system planning alternatives. There are seven subareas within the sanitary sewer system, defined by the tributary area of seven primary lift stations. This proposal includes costs for completing a detail evaluation of each Subarea. The detail evaluation includes manholes and structures within each Subarea.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Task 1 – Data Collection

- Objective: To obtain paper and electronic copies of the sewer main atlas maps and supporting manhole rehabilitation data sheets that show the gravity collection and forcemain conveyance system, for use in development of the sewer model.
- Approach: COMPANY will:
 - Collect and review system data for identifying the sewer system components and directing the surveying of existing facilities.
 - Review key lift station equipment data sheets and flow meter records for development of the sanitary sewer system model.
 - Research historic USGS rainfall data for Indianola for calibration of the sanitary sewer model.
- Assumptions: CLIENT will:
 - Provide sanitary sewer atlas GIS data to COMPANY.
 - Provide supplementary manhole data to COMPANY.
 - Provide lift station equipment data and flow meter records to COMPANY.

Task 2 – Flow Monitoring and Analysis

- Objective: To obtain dry weather and wet weather flow information at select lift station locations within the collection system that will be used to calibrate the hydraulic model of the system.
- Approach: COMPANY will utilize existing flow meter data provided by CLIENT.
- The flow monitoring data and sewer system modeling will identify the subareas that may require further evaluation and a more detailed localized flow monitoring effort in the future under a separate contract. For the system evaluation, the lift station flow monitoring data will provide useful information for the main branches of the system including dry weather base line and inflow and infiltration estimates. From the distilled data, system peaking characteristics will be determined. Precipitation data will be obtained from a USGS rain gauge. A QA/QC program will be followed to ensure the integrity of the collected data.
- Assumptions: CLIENT will provide historic flow monitoring data in electronic Excel or CSV format. USGS rainfall data will be available for the selected time interval in electronic format.
- Deliverables: Summary data from the flow monitoring evaluation will be used as input data for the hydraulic modeling, and will be included in the final Tech Memo.

Task 3 – GPS Collection System Survey

- Objective: To locate sanitary manholes and structures identified on the atlas provided by CLIENT, employing GPS survey technology to document the following features:

Sanitary Manholes

- Horizontal coordinates (Iowa State Plane)
- Manhole center invert
- Pipe invert elevation(s) into manhole (drop connection manholes)
- Rim elevation
- Pipe diameter into and out of manhole

- Manhole diameter
- Manhole construction material

Gravity Sewer

- Pipe inside diameter
- Pipe length (as determined from MH-to-MH invert survey)
- Pipe material (as available on the CLIENT atlas and as noted by survey crew)
- Pipe slope (as determined from MH-to-MH invert survey)

Force Main

- Horizontal and vertical coordinates for air release valves, and other structures associated with the force main.
 - Sanitary Pump Stations
 - Horizontal and vertical coordinates of pumping structures
 - Dimensions/Diameter of wet well
 - Elevation of top/bottom of wet well wall
 - Influent invert elevation
 - Force main invert elevation (where readily accessible)
- Approach: COMPANY will review system data provided by CLIENT and additional data collected during survey activities to direct field data collection.
 - Deliverables: Collected GPS data will be provided on CD to Indianola in a form coordinated with and approved by CLIENT's GIS Coordinator prior to field data collection.

Task 4 – Development of Hydraulic Model

- Objective: Build and calibrate a SewerGEMS software model of the existing sanitary sewer collection system for both existing dry weather and wet weather flow. COMPANY will also allow for up to and including five additional scenarios, to be developed with CLIENT input throughout the project, including 3 year, 10 year and 100 year rainfall system impacts. Utilizing the SewerGEMS model, the team will identify hydraulic bottlenecks in the system during the peak wet weather flows and engineering options for resolution of the problem(s).
- Approach: Input available data into a SewerGEMS model of the existing sanitary system collected during the surveying task and provided by Indianola. Data will include manhole locations, manhole material, manhole center invert, pipe locations, pipe inverts (drop connections), pipe size, pipe material, structure rim elevations, force main and lift station structure data and operational characteristics, flow generation per area and system reaction to rainfall data. Calibration of the sewer system in the model will utilize sanitary flow data and potable water demands provided by CLIENT or developed from typical use patterns. Wet weather flow through the system will be analyzed and calibrated to the researched storm events, then expanded/curtailed to 3 year, 10 year and 100 year storm events for evaluating sanitary sewer collection system flow restrictions.
- Deliverables: The deliverables for this task will include a Hydraulic Modeling Technical Memorandum of findings with results interpretation and an electronic copy of the model input and output files. The Technical Memorandum will include a description of all assumptions used in preparing the model, the methodology used to prepare the model, and any anomalies identified during the modeling

process. Interpretation of the results will include noting areas of concern in the system, probable causes of the concern and recommendations regarding solutions or further evaluation. Another deliverable included in this task is a workshop presentation of the model results that includes snapshots of the extended period simulations showing potential problems identified in the system.

Project Management

- Approach: This task will be on-going throughout the duration of the project. COMPANY'S project manager will be responsible for the overall effort of the project. Work items and responsibilities will include:
 - Periodically review the scope, progress, budget and staff allocations and assignments to meet the contract scope, budget and schedule requirements.
 - Develop monthly estimates of work remaining on each task; analyze and adjust as necessary.
 - Input information into project progress monitoring system.
 - On a monthly basis, compute cost-to-complete, variance (from budget), and earned value of each task.
 - From time and expense charges, prepare monthly billing and associated backup documentation.
 - Prepare monthly progress reports.
 - Arrange project status/team meetings, develop agendas, prepare handouts, attend and facilitate meetings, and prepare and distribute meeting minutes, as required.
- Deliverables: Monthly reports and progress payment requests. Project status and team meeting agendas, handouts, and meeting minutes.

3.0 Items not included in Agreement/Supplemental Services

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

4.0 Client Responsibilities

CLIENT responsibilities are as indicated in the Scope of Services.

5.0 Professional Services Fee

5.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

5.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$72,200.00.

6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

6.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

6.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as

a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

6.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

6.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

6.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

6.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

6.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

6.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies,

ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

6.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

6.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

6.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT'S AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT'S premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

6.25 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

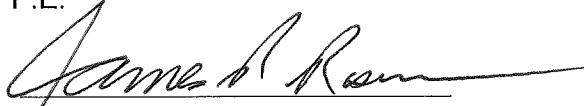
This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

James R. Rasmussen, P.E.

Approved by:



Printed/Typed Name: James R. Rasmussen, P.E.

Title: Vice President

Date:

7/25/13

CITY OF INDIANOLA, IOWA

Accepted by: _____

Printed/Typed Name: _____

Title: _____

Date: _____

Information

Subject

Consider D&D purchase of 203 W. 2nd in an amount not to exceed \$79,000

Information

The D&D Committee (John Akers, Chris Christiansen, Mary Donaghy, Bob Downing, Al Farris, Keith Wright and Chuck Burgin) met July 8 (see minutes) and recommended the city purchase 203 W. 2nd (see pictures) (two lots) (net assessed value is \$94,400). Negotiations are complete so the purchase is before council for consideration and if approved, issue a handwritten warrant in an amount of \$80,000.

Per the D&D program, the building will be removed and the lot sold for re-development. It is zoned C-2 (Highway Commercial). Once all the costs of the property are available, the D&D Committee will recommend a sale price based on the city's investment. While the city does not make money, the intent is to get a reasonable return because the funds go back into the D&D Program to purchase more properties. TIF revenues are also used to subsidize the purchase and redevelopment of property costs.

FYI—D & D stands for Dangerous and Dilapidated and the program was adopted in 2000. The city began the program where it purchases run-down buildings/properties, removes the building(s) and re-sells the property for development. Some of our D&D properties include the former Cottage Inn, Ruth's Flower Shop and Chiropractic Clinic. One of the more successful D&D acquisitions is the office building located on the northeast corner of Hwy 92 and "B" Street. In the packet is the policy that fully describes the program. The council discussed this property on January 3, 2012 (see minutes) and decided not to purchase this property until more properties were sold.

The city currently owns/is trying to sell 3 properties and has a balance of \$215,000.

Simple motion authorizing the purchase is in order.

Attachments

D&D Policy

D&D Information

203 W 2nd Map

Offer to Buy Real Estate

Dangerous & Dilapidated Program

The D&D Committee shall establish a priority list (using the criteria below) designating properties for potential acquisition. Highways shall be the first priority.

The Community Development Director with cooperation of the City Attorney shall be responsible for negotiating and purchasing said properties.

All purchase agreements shall be approved by City Council.

CRITERIA

All properties purchased shall be vacant.

All purchases shall be voluntary and condemnation shall not be used.

Properties shall be purchased for a price at or below the Warren County Assessor's valuation. Special circumstances may be considered to allow a higher price.

Properties purchased should have a reasonable (ten years or less) net (purchase plus improvements minus re-sale) return on investment (increased value over existing) when considering city, county and school tax revenue. Exception: If the property is used for "affordable" housing, the reasonable return on investment may extend to 15 years or waived completely.

Adopted by City Council on July 18, 2000; amended August 21, 2008.

D&D Committee Meeting
July 8, 2013
5:00 P.M.
Council Chambers

Members present: John Akers, Chuck Burgin, Chris Christiansen, Mary Donaghy, Bob Downing, Al Farris, Keith Wright and Mindi Robinson.

Review potential land purchases

Burgin reported two potential properties were available for purchase. Those being 200 North Jefferson Way and 203 West 2nd Avenue.

200 North Jefferson Way

Burgin reported 200 North Jefferson Way is for sale for \$128,700. Committee discussed the assessed valuation of the property and the adjacent lot investment of \$88,048.00 at 204 North Jefferson Way which the city purchased 2010. Committee also discussed the possibility of gas tanks under the property.

203 West 2nd Avenue

Burgin reported 203 West 2nd Avenue is for sale for \$80,000. Committee discussed the assessed valuation of the property and the feasibility for payback of this property because of the lower purchase price than 200 North Jefferson Way. Committee also discussed traffic counts being lower on Hwy. 92 than on Hwy. 65/69.

Motion was made by Farris and seconded by Wright to recommend to the Council the purchase of 203 West 2nd Avenue. Question was called for and on voice vote Ayes: Akers, Christiansen, Donaghy, Farris and Wright. Nays: None. Abstain: Downey

Other business:

Farris asked if the committee was looking at residential properties to purchase. Burgin stated if the committee has properties that should be reviewed to let us know.

Meeting adjourned.

Darren Reed Property – 203 West 2nd Avenue

Current assessed valuation =	\$33,200.00
	<u>61,200.00</u>
	\$94,400.00

Purchase price	\$80,000.00
Estimated asbestos testing/removal	4,000.00
Estimated demolition	<u>10,000.00</u>
Estimated total investment =	\$94,000.00

New building estimated 2,000 sq. ft.	Total valuation estimate = \$224,000.00
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New taxes/including tax abatement

Year 1 = \$1,792.00 Year 2 = \$3,584.00 Year 3 = \$5,376.00 Year 4 = \$7,168.00

Total taxes years 1-4 = \$17,920.00 Years 5-10 = \$53,760.00

Total new taxes after 10 years = \$71,680.00

Estimated cost =	\$94,000.00
10 years estimated new taxes =	<u>71,680.00</u>
Difference or minimum purchase =	\$22,320.00

New building estimated 4,200 sq. ft.	Total valuation estimate = \$415,000.00
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New taxes/including tax abatement

Year 1 = \$3,320.00 Year 2 = \$6,640.00 Year 3 = \$9,960.00 Year 4 = \$13,280.00

Total taxes years 1-4 = \$33,200.00 Years 5-10 = \$99,600.00

Total new taxes after 10 years = \$132,800.00



07/08/2013

203 West 2nd Ave.

REGULAR SESSION – JANUARY 3, 2012 (Continued)

A motion was made by Sirianni and seconded by Parker to approve the contract and purchase agreement in an amount of \$84,500 for 203 W. 2nd (Dangerous and Dilapidated Program). The council then discussed not purchasing this property at this time and to have a moratorium on purchasing more properties until more are sold. Question was called for and on voice vote the Mayor declared the motion failed unanimously.

~~A motion was made by Berry and seconded by Sirianni to enter into closed session to discuss labor negotiations. Question was called for and on voice vote the Mayor declared the motion carried unanimously.~~

Pepper moved and Berry seconded to return to regular session. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

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

Kenan Bresnan, Mayor

Diana Bowlin, City Clerk

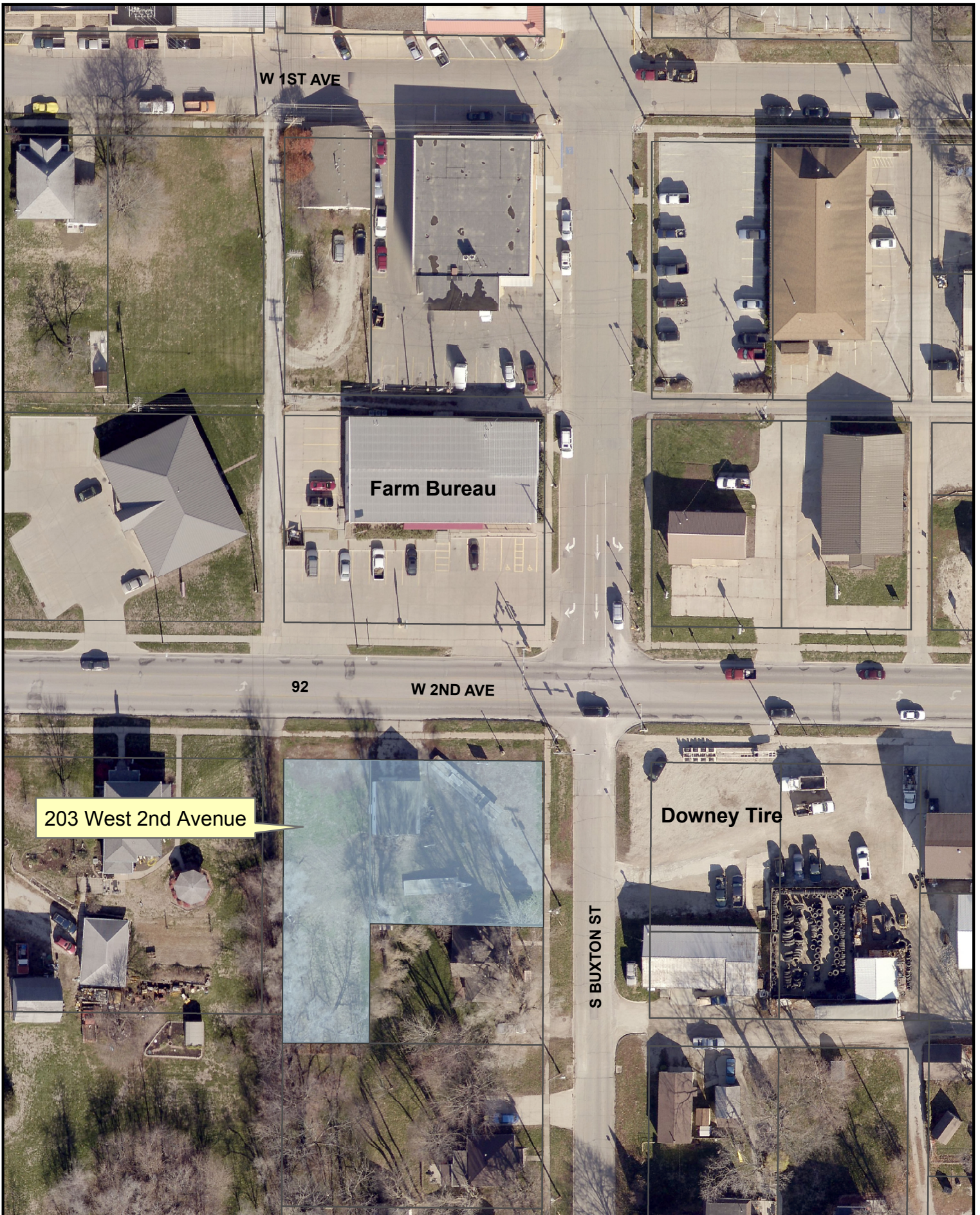
[illegible]

Building Value = \$344,400.00

Lot Value = \$ 71,200

Total = \$ 415,600.00

2-PARCELS \$
ASS. VALUE = 94,400



D&D Recommendation to Purchase
203 West 2nd Avenue





OFFER TO BUY REAL ESTATE AND ACCEPTANCE (NONRESIDENTIAL)

TO: Peoples Savings Bank (Sellers)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Indianola, Iowa, locally known as 203 West 2nd Avenue, Indianola, IA and legally described as:
North 95' of Lots 1 and 2, all of Lot 3 and alley on the South side of Lot 3, all in Block 4, South Indianola, City of Indianola, Warren County, Iowa

Exact legal description to be taken from abstract.

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for _____.

1. PURCHASE PRICE. The Purchase Price shall be \$ 79,000.00 and the method of payment shall be as follows: \$ 1.00 with this offer, to be deposited upon acceptance of this offer and held in trust by Claire B. Patin Trust Account as earnest money, to be delivered to the SELLERS upon performance of SELLERS' obligations and satisfaction of BUYERS' contingencies, if any; and the balance of the Purchase Price, as follows:
Balance of purchase price to be paid at closing by certified check or wired funds.

2. REAL ESTATE TAXES. Sellers shall pay all taxes now a lien and prorate and pay taxes from July 1, 2013 to date of possession.

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

- A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance _____.
- B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.
- C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.
- D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.
- E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

9. SURVEY. If a survey is required under Iowa Code Chapter 354, or city or county ordinances, SELLERS shall pay the costs thereof. BUYERS may, at BUYERS' expense prior to closing, have the property surveyed and certified by a registered land surveyor. _____

_____ If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, solid waste disposal sites, hazardous wastes and underground storage tanks on the Property unless disclosed here: _____

B. BUYERS may at their expense, within _____ days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$_____ to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the _____ day of _____ August, 2013, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted August, 2013

SELLERS
Peoples Savings Bank

By _____

Print Name _____

SS# _____

Print Name _____

SS# _____

Address : 400 East Iowa
Indianola, IA 50125

Telephone: _____

Dated August, 2013

BUYERS
City of Indianola

By _____

Print Name _____

SS# _____

Print Name _____

SS# _____

Address : 110 North 1st Street
Indianola, IA 50125

Telephone: _____

Information

Subject

Resolution Approving Offer To Purchase Real Estate

Information

In your packet is a resolution approving an offer to purchase real estate from Peoples Savings Bank through the D&D Program, authorizing execution of the deed, and directing completion of the transaction for 203 West 2nd Ave.

Roll call is in order.

Attachments

Resolution Approving Offer to Purchase Real Estate

RESOLUTION NO. _____

**RESOLUTION APPROVING OFFER TO PURCHASE REAL ESTATE
FROM PEOPLES SAVINGS BANK THROUGH THE D&D PROGRAM,
AUTHORIZING EXECUTION OF THE DEED, AND DIRECTING
COMPLETION OF THE TRANSACTION.**

WHEREAS, the City Council of the City Indianola, Iowa, previously adopted the Dangerous & Dilapidated (D&D) Program in May 2000 to remove unsafe buildings and allow for redevelopment of attractive and safe property within the City; and

WHEREAS, the Development Committee has identified certain property owned by Peoples Savings Bank that meets the criteria for the D&D Program and the goals set forth therein, and such property is legally described as follows:

The North 95' of Lots 1 and 2, all of Lot 3, and alley on South side of Lot 3, all in Block 4, South Indianola, City of Indianola, Warren County, Iowa;
Locally known as 203 West 2nd Avenue, Indianola, Iowa 50125; and

WHEREAS, the Development Committee has negotiated a purchase price for said property with the owner of record, Peoples Savings Bank, and drafted an offer for the purchase price of \$79,000, which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Indianola, Iowa, deems the purchase of the above-described property to be in the best interests of the City consistent with its D&D Program purpose of redeveloping dangerous and dilapidated property within the City, and the purchase price is the investment contemplated by the City in establishing its D&D Program.

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

1. The Offer to Purchase Real Estate between the City of Indianola, Iowa, and Peoples Savings Bank for the sale and development of the property is in the public interest of the citizens of the City of Indianola and in furtherance of the D&D Program and is hereby approved.

2. The Mayor is authorized and directed to execute the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City.

3. The Mayor is authorized and directed to execute the deed and to take all other action necessary to complete the transaction contemplated by the Agreement.

PASSED this __ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

Information

Subject

Resolution Accepting and Approving City of Indianola Goal Setting Report

Information

In your packet is a resolution accepting and approving the City of Indianola goal setting report (packet). The goal setting report provides the City Council with a 3-5 year goal plan for the City of Indianola.

Roll call is in order.

Attachments

Resolution Approving Goal Setting
Goal Setting Report

RESOLUTION NO. 2013-_____

**A RESOLUTION ACCEPTING AND APPROVING CITY OF INDIANOLA GOAL
SETTING REPORT**

WHEREAS, the City Council of the City of Indianola, Iowa, has received a Goal Setting Report by Jeff Schott from the Univeristy of Iowa Institute of Public Affairs; and

WHEREAS, said report provides a 3-5 year report and the City Council deems the contents of the Report to be in the best interests of the City of Indianola.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of Indianola, Iowa, that the City of Indianola Goal Setting Report is hereby accepted and approved.

APPROVED this ____ day of _____, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

City of Indianola, Iowa Goal Setting Report 2013

Mayor:
Kenan Bresnan

City Council:
Pete Berry
Greg Marchant
Eric Mathieu
John Parker, Jr.
Pam Pepper
John Sirianni

City Staff:
Eric Hanson, City Manager



Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa

CITY OF INDIANOLA, IOWA

GOAL SETTING SESSION

2013

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CITY OF INDIANOLA, IOWA

GOAL SETTING REPORT

2013

Introduction

The City of Indianola requested the Institute of Public Affairs (IPA) to assist the city with goal setting. IPA agreed to organize and facilitate a process that involved the following steps:

1. Prepare a questionnaire to identify recent accomplishments, issues/trends/concerns, potential new initiatives/programs/policies and suggestions to improve organizational effectiveness.
2. Conduct a goal-setting session with the Mayor and City Council.
3. Conduct a preliminary session with department heads.
4. Preparation of this report.

Goal Setting Work Sessions

City Council Members and the Mayor held a work session conducted by the IPA on July 29, 2013. In attendance and participating in the meeting were Mayor Kenan Bresnan and Council Members John Parker, Jr., John Sirianni, Eric Mathieu, Pete Berry, Pam Pepper, and Greg Marchant. Also participating in this meeting was City Manager Eric Hanson.

A preliminary session with city department heads was held on July 16, 2013. In attendance and participating in the meeting were City Manager Eric Hanson, Interim Police Chief Ron Hamell, incoming Police Chief Dave Button, Fire Chief Brian Seymour, Library Director Joyce Godwin, Community Development Director Chuck Burgin, Street Superintendent Ed Yando, Human Resources Director RoxAnne Hunerdosse, Parks and Recreation Director Glen Cowan, Information Technology Director Kurt Ripperger, and City Clerk Diane Bowlin.

Major City Accomplishments

The following were identified as major city accomplishments during the past two years:

- Change in City Leadership: City Manager/City Attorney/Staffing
- Downtown Façade Program
- New development/Economic Development – city participation:
 - Summercrest
 - Vintage Hills
 - Mercy Urgent Care
 - Theisens
 - Indianola Family Dentistry
 - Iowa Health Clinic
 - Credit unions
 - Housing developments
- Fiscal stability during economic struggles
- Stable health insurance rates/costs since 2005
- Buxton Study
- Police and Fire Storage Building built by staff
- I-Magazine
- Council Planning Session
- Improved working relationships with: School, Opera, Balloon Classic, Simpson, and County
- Maintained city services without raising property tax rate
- Continued upgrades to IT infrastructure
- Moving forward with compliance with DNR order regarding Infiltration/Inflow (I & I):
 - Completion of Phase 2 I & I Repairs
 - Phase 4 Inspections, design, bid and construction (I & I)
 - Updating residential I & I policies
- Addressed issue of deferred maintenance/replacement of equipment, including:
 - New Fire Department ladder truck
 - Purchase/Trade of the Jet/Vac Truck
 - Purchase/Trade of essential pickups
 - New Truck/Plow purchases
 - Police squad cars
 - Ambulance
 - New barricade trailer
- Police/Fire Departments assistance with security upgrades for all schools
- YMCA – city ownership/partnership with YMCA

Major City Accomplishments (continued)

- Waste Water Treatment Plant/Sanitary Sewer System:
 - South plant lift station pump upgrades
 - New boiler and flare at the North treatment plant
 - New Title V air quality permit for Waste
- Upgrades to Library technology
- Library Programs: Early Adopters, eBooks, Social Media
- Software upgrades that allow IPD/IFD/County to share information
 - (CAD/RMS/Mobile/GPS)
 - PD/FD/MU compliance with federal narrow-banding requirements
- Many projects done by the Street Department that saved city time and money such as:
 - Storm water culvert replacement
 - Easton Park concrete spillway
 - Downtown sidewalk/curb repair
 - Hillcrest street repairs
- Changed financing of Street Replacement Program (20 blocks every 5 years with concrete) –replaced special assessments with franchise fees
- Paving Y Street
- Downtown Events – city staff participation
- Directional Sign Project
- Indianola more involved in greater metro: CVB, Bravo, DM Partnership, Capital Crossroads
- Additional Police and Fire Staffing
- Online Utility Bill Payment/Agenda Quick/Gov QA
- New play equipment at McCord Park
- New restrooms at Pickard Park
- Sculpture at City Hall
- “Can Do” attitude instead of “Why” when looking at issues/problems
- Adoption of updated building codes
- Adoption of the 2011 Comprehensive Plan
- Ordinance limiting access along collector streets
- New Police Bargaining Unit accomplished without acrimony
- Recognition for safety program by workers comp carrier
- Hazard Mitigation Plan

Issues, Concerns, Trends and Opportunities

The following were identified as issues, concerns, trends, and opportunities that may affect future city services, policies, finances or operations:

Budget/Finance

- Low/static Tax Rate and Tax Base limits availability of city services and operational effectiveness
- Debt service payments taking up larger percentage of available city revenue
- Recent reduction in commercial/industrial property tax rates by the state
- Gas Tax has not increased since 1989
- Police pension costs - funding the 411 fund
- Future cost of the Affordable Care Act
- Utility Rates too high/many complaints
- Increasing number of utility shut-off notices and shut-offs (impact on staff)
- Conversion of city finances to modified accrual system

Facilities/Infrastructure/Equipment

- Plans needed to accommodate growth of city
 - Infrastructure for new development
- Continued development of overall I & I program
- Waste Water Treatment Plant (WWTP)
 - WWTP Upgrades
 - Waste Water Permit Limitations (Pending)
 - Industrial waste water capacity limited
- 65/69 reconstruction North of Hillcrest – scheduled for 2014
- Aging equipment leads to high maintenance costs
- Poor compaction in the utility easements of new developments creates tremendous repair costs
- Citywide facility plan for future space needs – all city departments:
 - Library building is crowded
 - Street Dept
 - Fire Station
 - City Hall
 - Need for overall city facilities plan

Public Safety

- EMS calls/coverage outside the city limits – fees limited by state legislation
- Transition to digital communication (Narrow Band Compliance)
- Aging police equipment (laptops, radios, recorders, etc.)
- Parking for patrol cars
- Community Policing policy

Economic Development

- Competing with metro communities for economic development

- Need better coordination with Warren County Economic Development Corporation, Chamber, Convention and Visitors Bureau
- Better incentives for residential development
- Limited Commercial/Industrial Growth (land availability and infrastructure)
- Role of City Manager in economic development
- Utility rates impact economic development

Human Resources/Staffing

- Funding for ongoing training/certification requirements
- Staffing for GIS
- Need to review city-wide fleet maintenance/building maintenance and related issues
 - City-wide mechanic for fleet
 - City-wide building maintenance person for more timely repairs and maintenance
- Availability of quality seasonal help
- Lack of time for grant research/writing
- Work force planning – future retirements
 - Opportunity for future growth/restructuring

Code Enforcement

- Nuisance enforcement
- Code/Ordinance Enforcement related to snow/leaves/grass into streets

Parks and Recreation

- Park/Trail Land Dedication Ordinance not yet approved
- Ordinance requiring wider sidewalks for trail connection
- Extend Summerset to YMCA
- Long-term trail maintenance costs

Technology

- Technology – Instant responses expected 24/7 hard for management staff to get away/get things accomplished
- Improve online application process for new hires
- Better utilization of technology to reach public
- Keeping information current with technology available 24/7

Communication/Citizen Engagement

- Better Communication/Marketing of our Community and City Operations to attract people and business
- Involving younger/new residents in the community
- Engaging retired residents in our community
- Engaging large percentage of the population that commutes daily to DSM area
- Citizen engagement of boards/commissions/volunteer opportunities
- Conflicts with groups within the City (ie: Gov't change group); vocal minority – how to engage
- Mistrust of the Mayor/Council by some of the population
- Must work to unify a strong majority within the community to move Indianola forward
- Promote city-wide marketing/communications by departments (city-wide logo's)

On-Going Commitments

The following were identified as on-going commitments for the upcoming 24 – 36 month period:

- Completion of I & I requirements
- Waste Water System study
- Highway 65/69 reconstruction north of Hillcrest
- Implement economic development initiatives:
 - City Manager to develop proposed city economic development program for City Council review
 - City Manager to develop proposed economic development incentive guidelines for City Council review
 - TIF study
- Financial commitments to BRAVO/CVB/WCEDC
- Continue Downtown Façade Program
- Continue Dangerous & Dilapidated (D & D) program
- Maintenance costs for YMCA
- Development of communication/marketing strategy for the city

New Priority Projects, Programs, Policies and Initiatives

The following were identified as new priority projects, programs, policies and initiatives for the upcoming 24 - 36 month period:

- 1(Tie) Develop Waste Water plant plan (including financial plan)
- 1(Tie) Continued development/infrastructure for Summercrest Hills

- 3 (Tie) Implement Fire Department space/operational needs plan
- 3 (Tie) Develop long-range city facilities plan, to include:
 - Library
 - City Hall
 - Streets Dept.
 - Parks & Rec

- 5 Review utility rates/competitive water and electric rates compared to other metro communities

A complete list of all programs and initiatives considered by the Mayor and City Council members is attached as **Exhibit A**.

Final Comments

It was a pleasure to assist the City of Indianola with this goal setting process. I was extremely impressed with the level of cooperation and positive attitudes of the elected officials and city staff.

It is important to note that the prioritization of projects and initiatives is not “cast in stone.” They can be modified as new circumstances may occur.

It is recommended that city staff prepare an “action plan” for accomplishing the planning goals. The action plan would define the steps that would be needed to accomplish each goal, identify who is responsible for implementation, and establish a timeline for accomplishment. The action plan should then be presented to the Mayor and City Council for review and approval. It is also recommended that staff review with the Mayor and City Council the status of implementing the goals on a quarterly basis.

Jeff Schott
Institute of Public Affairs
The University of Iowa
July 31, 2013

Exhibit A
City of Indianola
Goal Setting Session – 2013

SIGNIFICANT INITIATIVES OR PROGRAMS CONSIDERED

(Votes received in parentheses)

- Develop Waste Water plant plan (including financial plan) (6)
- Continued development/infrastructure for Summercrest Hills - (6)
- Implement Fire Department space/operational needs plan (4)
- Develop long-range city facilities plan, to include: (4)
 - Library
 - City Hall
 - Streets Dept.
 - Parks & Rec
- Review utility rates/competitive water and electric rates compared to other metro communities (3)
- Long range TIF plan (2)
- Evaluate entire trail system (2)
- Salary and benefit survey to ensure Indianola is able to compete in the metro market for staff (1)
- 1% Local Option Sales Tax (1)
- Research and identify potential alternative revenue sources to move council priorities/initiatives forward
- Develop policy/program for financing street improvement/replacement (1)
 - Street improvement plan for unpaved streets
 - Review pavement assessment policy
- Expand commercial revitalization incentives along highway corridor (0)
- Increase storm water utility fee to generate revenue to make the necessary system repairs (0)
- Evaluate Building, Zoning and related development codes to prevent inappropriate developments (0)
- Adoption of Housing Code for rental properties (0)
- Undertake community-based strategic plan (0)
- Develop online program for utility connection so residents don't have to come to city hall (0)
- Develop comprehensive strategy related to landlords for utility fees in rental properties (0)
- GIS coordinator (0)
- Additional funding for the D & D program (0)
- Evaluate traffic signals on Hwy 92 West (0)
- Staffing plan/needs for the next 5 to 7 years and beyond (0)
- Staff training needs and funding for staff training (0)

Information

Subject

Resolution setting regular date and time of council meeting

* 1st and 3rd Mondays starting at 6:00 p.m.

Information

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

Roll call is in order.

Attachments

Resolution

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

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

Introduced and adopted this 19th day of August, 2013.

Kenan Bresnan, Mayor

ATTEST:

Diana Bowlin, City Clerk

Information

Subject
Public comment

Information
