Indianola
CONNECTING TO WHAT MATTERS

CITY OF INDIANOLA COUNCIL MEETING
December 3, 2012
6:00 p.m.
Agenda

1. Call to order

2. Pledge of allegiance

3. Roll call

4. Consent

A. Approve agenda

B. November 19, 2012 Minutes

C. Street closure request from the Warren County Health and Safety Fair - September 12, 2013 from noon-6:00 p.m. - will close the inside lane on Howard and Ashland Street on the square

D. Prior and final approval applications for urban revitalization designation

E. Claims on the computer printout for December 3, 2012

5. Council Representative Reports

1. Resolution approving personnel salaries

2. Metro Advisory - Mayor Bresnan and Eric Mathieu

3. WCEDC - Greg Marchant

4. Landfill Committee - Pete Berry

6. Council Reports

7. Mayor's Report - Kenan Bresnan

A. Community Update

8. Public Consideration

A. Old Business

1. Consider "C" Street proposal

a. Consider setting December 17, 2012 as a public hearing and first consideration to vacate and sell "C" Street between Girard Avenue to Clinton Avenue except the north 174 feet to Simpson College

B. New Business

1. Consider contract for 1206 W. 2nd legally described as Auditors Outlots OL 122 and Days Outlots W. 48' OL 4-5-11 for $189,500 and issue a handwritten warrant

9. Other Business

A. Public comment

B. Enter into closed session to discuss labor negotiations pursuant to Iowa Code Section 20.17(3)

10. Adjourn

City Council Regular **4. B.**

Meeting Date: 12/03/2012

Information

Subject

November 19, 2012 Minutes

Information

Attachments

Minutes

REGULAR SESSION – NOVEMBER 19, 2012

The City Council met in regular session at 6:00 p.m. on November 19, 2012. 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., and John Sirianni. Absent: Pam Pepper.

The following items were pulled from the consent agenda:
Item E – Resolution of Support For Local Government Collaboration

Item H – Change order #4 in an amount of $12,000 to Snyder and Association, Inc. for the 2012 Street Improvement Project

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

Approve agenda

November 5, 2012 Minutes

<u>Applications</u>

- A renewal Class "C" Liquor, Sunday Sales Privilege and Outdoor Area for the Sports Page Grill - 1802 W. 2nd
- A renewal Class "C" Liquor, Sunday Sales Privilege and Outdoor Area for the Brickhouse - 107 N. Buxton
- A renewal Class "A" Liquor License, Sunday Sales Privilege and Outdoor Area for Benevolent & Protective Order of Elks - 110 W. Ashland

<u>I&I Phase III</u> - project acceptance and retainage payment of $68,980.56 in 31 days

<u>Purchase of a Flygt</u> pump in an amount of $26,201 from Electric Pump Company for a replacement at the South Plant

<u>Change order #3</u> in an amount of $2,282.73 - Larson & Larson Construction for the Wellness Center

<u>Change order #3</u> in an amount of $2,256.75 - Sternquist Construction for the 2012 Street Improvement Project

<u>$8,306.60 I&I</u> Loan to 904 E. Ashland

<u>Subordination Agreement</u> for 1101 Ann Parkway

<u>Authorize</u> sewer ($4,790.92), recycling ($730.62) and storm water fee ($117.28) write offs

Claims on the computer printout for November 19, 2012 and the October 2012 receipts

It was moved by Parker and seconded by Berry to approve the Resolution of Support For Local Government Collaboration. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

RESOLUTION OF SUPPORT FOR LOCAL

GOVERNMENT COLLABORATION

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

A motion was made by Parker to approve change order #4 in an amount of $12,000 to Snyder and Association, Inc. for the 2012 Street Improvement Project. Sirianni seconded the motion. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

It was moved by Berry and seconded by Sirianni to approve the Mayor's nomination of Grant Johnson to the IMU Board of Trustees. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

A motion was made by Mathieu and seconded by Sirianni to approve Greg Marchant as representative to the Greater Des Moines Convention and Visitors Bureau. Question was called for and on voice vote the vote was, AYES: Berry, Parker, Sirianni and Mathieu. NAYS: None. ABSTAINED: Marchant. ABSENT: Pepper. Whereupon the Mayor declared the motion carried.

The October 2012 City Treasurer's Report was approved on a motion by Sirianni and seconded by Parker. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Mayor Kenan Bresnan presented the November 12, 2012 Council Study Committee report.

Council member Eric Mathieu and Mayor Bresnan reported on the Metro Advisory meeting.

Council member Greg Marchant reported on the WCEDC meeting.

Council member John Sirianni updated the Mayor and Council regarding the YMCA progress.

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the issuance of $1,865,000 General Obligation Bonds, in order to provide funds to pay costs of equipping the fire and street departments, including acquisition of a fire truck and dump trucks; and improvements to the City parks, including ADA restroom improvements, sewer improvements, and trail improvements, an essential corporate purpose, and that notice of the proposed action by the Council to institute proceedings for the issuance of the bonds, had been published pursuant to the provisions of Section 384.25 of the City Code of Iowa.

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

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

Whereupon, Council Member Sirianni introduced and delivered to the Clerk the Resolution hereafter set out entitled "RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF $1,865,000 GENERAL OBLIGATIONS BONDS" and moved that the Resolution be adopted. Council member Parker seconded the motion. The roll was called and the vote was: AYES: Marchant, Mathieu, Berry, Parker and Sirianni. NAYS: None. ABSENT: Pepper.

Whereupon the Mayor declared the measure duly adopted.

RESOLUTION INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE ISSUANCE OF $1,865,000 GENERAL OBLIGATION BONDS

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

Council member Berry introduced the following Resolution entitled "RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $1,865,000 GENERAL OBLIGATION BONDS, SERIES 2013A, AND $5,510,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2013B, AND APPROVING ELECTRONIC BIDDING PROCEDURES" and moved its adoption. Council member Parker seconded the Resolution to adopt. The roll was called and the vote was: AYES: Parker, Sirianni, Marchant, Mathieu and Berry. NAYS: None. ABSENT: Pepper. Whereupon, the Mayor declared the resolution duly adopted as follows:

RESOLUTION DIRECTING THE ADVERTISEMENT FOR SALE OF $1,865,000 GENERAL OBLIGATION BONDS, SERIES 2013A, AND $5,510,000 GENERAL OBLIGATION URBAN RENEWAL BONDS, SERIES 2013B, AND APPROVING ELECTRONIC BIDDING PROCEDURES

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

Council Member Parker introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST for the I&I Phase 4 Project", and moved that it be adopted. Council Member Berry seconded the motion to adopt. The roll was called and the vote was, AYES: Sirianni, Marchant, Mathieu, Berry and Parker. NAYS: None. ABSENT: Pepper. Whereupon, the Mayor declared the following resolution duly adopted:

RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST
I&I Phase 4 Project

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

The Mayor thereupon announced that the City Clerk and the City Manager had opened and tabulated the bids for certain public improvements described in general as the construction of the Wastewater Collection System Rehabilitation, Phase 4, Indianola, Iowa, in accordance with the plans and specifications heretofore adopted.

The following bids were presented by the City Clerk and City Manager.

Company	Bid	Alt 1	Alt 2	Alt 3	Alt 4
Municipal Pipe Tool Co. Hudson, Ia 50643	$2,741,223.85	$366,660.00	$144,850.00	$85,735.00	No Bid
SAK Construction O'Fallon, MO 63366	$4,443,077.05	$373,800.00	$327,035.00	$129,238.50	$197,400.00
Raccoon Valley Cont. Waukee, Ia 50263	$3,774,253.50	$365,640.00	$208,800.00	$105,500.00	No Bid

Visu Sewer Inc. Pewaukee, WI 53072	$3,301,210.25	$376,050.00	$159,830.00	$71,800.00	$226,800.00

The City Manager then recommended that the bid of Municipal Pipe and Tool in the amount of $3,219,342.85 be accepted.

Council Member Mathieu introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT from Municipal Pipe and Tool for the I&I Phase 4 Project", and moved its adoption. Council Member Parker seconded the motion to adopt. The roll was called and the vote was: AYES: Berry, Parker, Sirianni, Marchant and Mathieu. NAYS: None. ABSENT: Pepper. Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
To Municipal Pipe and Tool For The I&I Phase 4 Project

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

Upon the final consideration of an ordinance for a prior industrial tax abatement at 1817 N. 7th Street, Marchant moved and Mathieu seconded to adopt ORDINANCE NO. 1505 entitled "AN ORDINANCE GRANTING PRIOR APPROVAL OF INDUSTRIAL PROPERTY TAX ABATEMENT FOR NEW CONSTRUCTION AT 1817 N. 7TH STREET". On roll call the vote was, AYES: Mathieu, Berry, Parker, Sirianni and Marchant. NAYS: None. ABSENT: Pepper. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

A motion was made by Parker and seconded by Marchant to approve The Underground Companies contract and bond in an amount of $78,955 for the McVay Trail Streambanks Erosion Project. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The contract and bond with Vanderpool Construction in an amount of $32,049.00 for the 13th Street Sanitary Sewer Repair was approved on a motion by Berry and seconded by Parker. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Berry moved and Marchant seconded to approve the alternate method of approval of the Site Plan Ordinance from Westside Muffler and Repair at 1900 West 2nd Avenue to construct an accessory storage building with painted steel walls and roof. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

It was moved by Parker and seconded by Mathieu to approve the alternate method of approval of the Site Plan Ordinance as requested by Good Samaritan Society, 708 S. Jefferson, which would allow vinyl lap siding on the new addition's north wall in lieu of the required material. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The following Resolution Approving Tax Increment Financing (TIF) Indebtedness to Warren County was approved on a motion by Parker and seconded by Marchant. On roll call the vote was, AYES: Sirianni, Marchant, Mathieu, Berry and Parker. NAYS: None. ABSENT: Pepper. Whereupon the Mayor declared the motion carried unanimously and the following Resolution duly adopted.

RESOLUTION NO. 17 -12
TAX INCREMENT FINANCING INDEBTEDNESS

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

Council member Sirianni moved and Mathieu seconded to approve the Tax Increment Finance Certificate to the State of Iowa. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

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

Kenan Bresnan, Mayor	Diana Bowlin, City Clerk

City Council Regular **4. C.**

Meeting Date: 12/03/2012

Information

Subject

Street closure request from the Warren County Health and Safety Fair - September 12, 2013 from noon-6:00 p.m. - will close the inside lane on Howard and Ashland Street on the square

Information

Warren County Health Services is requesting to close the inside lanes on Howard and Ashland Street on the square September 12, 2013 from noon-6:00 p.m. for their annual Warren County Health and Safety Fair. We received the application on November 8, 2012.

2013 will be the 7th year for the event.

Attachments

Street Closure Request

Event Name: Warren County Health and Safety Fair

Date/Time of Event: 9-12-13 3-6pm

Location of Event: Indianola Square

Event Sponsor(s): Warren County Health Services

Contact Information:

Organization: Warren County Health Services

Contact Name: Jodene DeVault

Address: 301 N Buxton, Ste. 203, Indianola, IA 50125

Telephone Number: 515-961-1074

Cell Phone Number: 515-669-0724

Fax Number: 515-961-1083

Email Address: jodened@co.warren.ia.us

Today's Date: 11-5-12

Anticipated Attendance: 200 Per Day 200 Total

Event Information:

Setup Begins	Date: 9/12	Time 12pm	Day of Week Thursday
Event Starts	Date: 9/12	Time 3pm	Day of Week Thursday
Event Ends	Date: 9/12	Time 6pm	Day of Week Thursday
Dismantle	Date: 9/12	Time 6pm	Day of Week Thursday

Jodene DeVault
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.cityofindianola.com
E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:
This is a health and Safety fair, open to the public. We have several vendors that participate each year. We will have a blood donation van and will possibly have the firesafe house. We have hosted this event for several years.

Please describe what streets you are planning to close:
Inside lane on 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.
Crowd control has never been an issue with this event. Each year, law enforcement and fire personnel are invited to participate. If a problem would happen to arise, staff will call 9-1-1.

Please describe your emergency/medical plan, including your communication procedures. Attach additional sheets if necessary.
The event has nurses, doctors, therapists, chiropractors, state troopers, and some EMS personnel on site. EMA staff is also available each year. The professionals on site would evaluate the medical situation, notify EMS as needed. Communication at this event is through walkie-talkies, cell phones, radios, messengers, and a megaphone is available if needed.

Please describe your plan for cleanup and removal of recyclable goods and garbage during and after your event.
Warren County employees will clean up immediately following the event.

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

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

Late Fee: Cash: ______ Check: ______ Received By: __________

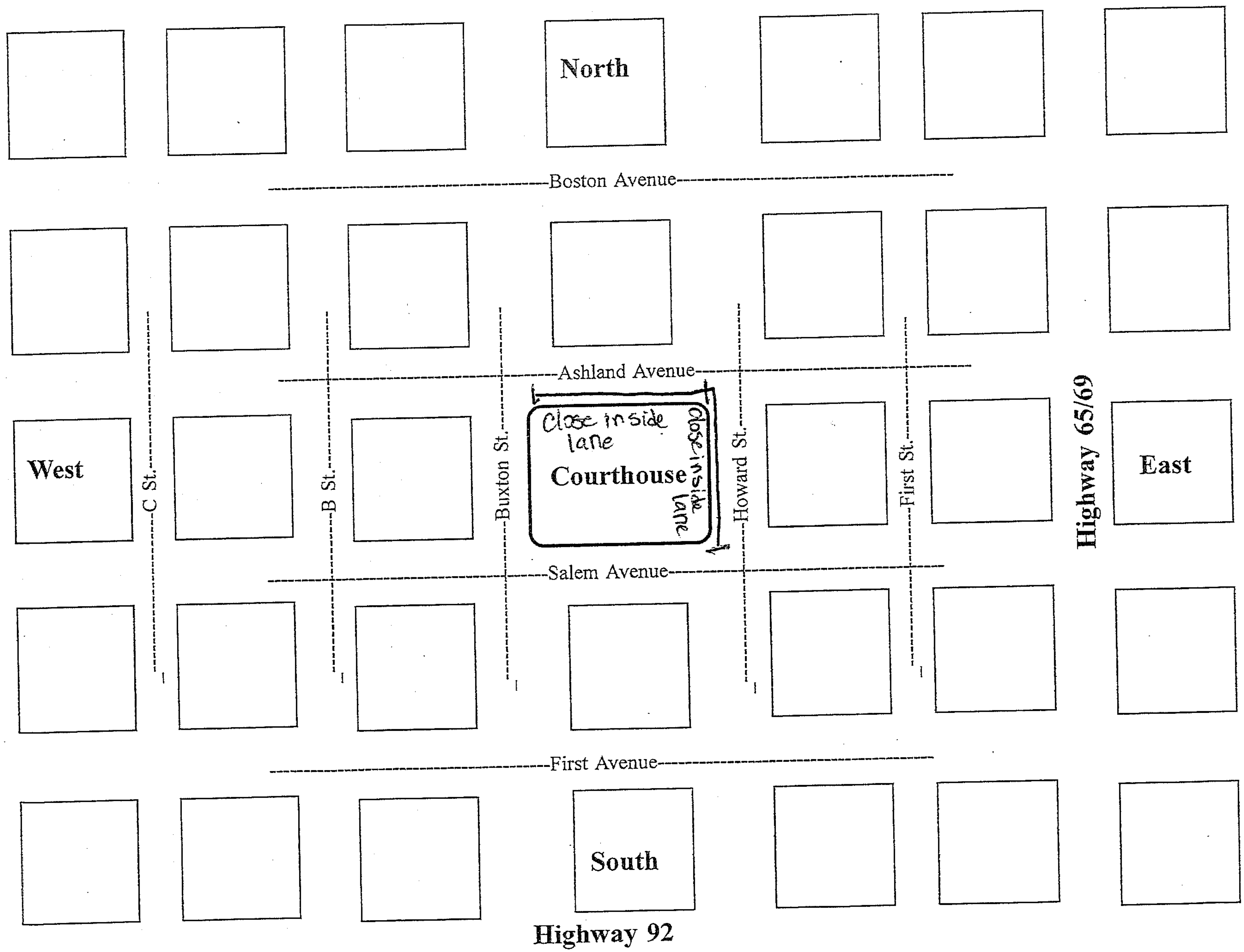
OFFICE USE ONLY

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

* Please block off streets prior to 8am on 9/12 to allow for Blood Van and Heart Van parking.

Thank you

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


North
Boston Avenue
Ashland Avenue
West
C St.
B St.
Buxton St.
Close inside lane
Courthouse
Close inside lane
Howard St.
First St.
Highway 65/69
East
Salem Avenue
First Avenue
South
Highway 92

City Council Regular **4. D.**
Meeting Date: 12/03/2012

Information

Subject

Prior and final approval applications for urban revitalization designation

Information

The following comprise a list of prior/final applications for Urban Revitalization Designation. The paperwork is in order.

Prior:
Steger Construction - 804 E. Scenic Valley Court - SFD - $152,800
Marilyn Kroll - 304 S. Spruce Street - Basement Finish - $11,200

Final:
Marilyn Kroll - 304 S. Spruce Street - Basement Finish - $11,200

NOTE: All SFD's have the first $75,000 abated.

Below is a list of permits issued through November 30, 2012 and previous years.

	2012		2011		2010		2009		2008	
SFD	12	$1,766,450	17	$2,835,850	32	$4,562,318	20	$3,225,320	21	$3,432,146
		$147,204		$166,815		$142,572		$161,262		$163,436
Duplexes	2	$574,650	1	$223,000	42	$7,312,766	0	0	31	$5,306,376
MFD	2	$5,676,350	0	0	2	$832,000	1	$134,468	2	$3,049,420
Add/Alt	40	$239,173	45	$496,570	43	$468,061	34	$278,026	57	$653,471
Non-Residential	26	$15,798,701	37	$40,573,859	30	$5,439,383	19	$3,637,323	22	$3,835,616
Total	82	$24,055,324	100	$44,129,279	149	$18,614,528	74	$7,275,137	133	$16,277,029

Attachments

UR Apps

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR CLASS A (3 or 5 YEAR $75,000 INCENTIVE) RESIDENTIAL:

_____ 3 Year Abatement __X__ 5 Year Abatement Date 11/16/12

__X__ Prior Approval for Intended Improvements _____ Approval of Improvements Completed

Address of Property: 804 East Scenic Valley Court

Legal Description of Property: Lot 28 Quail Meadows Plat 2

Title Holder or Contract Buyer: Stoger Construction

Address of Owner (if different than above): _____

Phone Number (to be reached during the day): _____

Existing Property Use: ____ Residential ____ Commercial ____ Industrial __X__ Vacant

Proposed Property Use: __X__ Residential ____ Commercial ____ Industrial ____ Vacant

____ Rental __X__ Owner Occupied

Nature of Improvements: ____ Addition __X__ New Construction ____ General Improvements

DESCRIPTION: 1 story sfd - 3 bedrooms - 2 full baths - 3 car garage - 1,611 sq. ft.

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher?	Yes \	No ___
Attic space insulation rated R-44 or higher?	Yes \	No ___
Roofed using 40-year shingle?	Yes \	No ___
Windows have minimum U factor of .31 or less or a low E rating?	Yes \	No ___
H.V.A.C. has a minimum 90% efficiency rating?	Yes \	No ___
Programmable Energy Star thermostat installed?	Yes \	No ___
All ductwork is taped and sealed?	Yes \	No ___
All appliances are Energy Star rated?	Yes \	No ___

A/C Unit with Minimum SEER rating of 14 Yes \ No ____ Brand? ____

Furnace with a minimum 90% efficiency rating Yes \ No ____ Brand? ____

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes \ No _ Brand? ____

Rating? ____

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes \ No ___

Faucets 2.0 GPM? Yes \ No ___

Showers 2.0 GPM? Yes \ No ___

Water closets 1.3 GPM or dual flush? Yes \ No ____

Ductwork in unconditioned spaces all insulated? Yes \ No ___

Four trees and six shrubs planted? Yes \ No ____

Estimated or Actual Date of Completion: 3/2013

Estimated or Actual Value of Improvements: $ 152,800

If rental property, complete the following: Number of Units ____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant	Date of Occupancy	Relocation Benefits

X Signed By: [signature]

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR CLASS A (3 or 5 YEAR $75,000 INCENTIVE) RESIDENTIAL:

X 3 Year Abatement ______ 5 Year Abatement Date 11/13/12

X Prior Approval for Intended Improvements ______ Approval of Improvements Completed

Address of Property: 304 S. Spruce St.

Legal Description of Property: Unit M Lot 9 Leonard Subd. Plat 2

Title Holder or Contract Buyer: Marilyn Kroll

Address of Owner (if different than above): ______

Phone Number (to be reached during the day): ______

Existing Property Use: X Residential ____ Commercial ____ Industrial ____ Vacant

Proposed Property Use: X Residential ____ Commercial ____ Industrial ____ Vacant

____ Rental X Owner Occupied

Nature of Improvements: ____ Addition ____ New Construction X General Improvements

DESCRIPTION: 560 sq. ft. basement finish

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher?	Yes __	No __
Attic space insulation rated R-44 or higher?	Yes __	No __
Roofed using 40-year shingle?	Yes __	No __
Windows have minimum U factor of .31 or less or a low E rating?	Yes __	No __
H.V.A.C. has a minimum 90% efficiency rating?	Yes __	No __
Programmable Energy Star thermostat installed?	Yes __	No __
All ductwork is taped and sealed?	Yes __	No __
All appliances are Energy Star rated?	Yes __	No __

A/C Unit with Minimum SEER rating of 14 Yes ____ No ____ Brand? ______

Furnace with a minimum 90% efficiency rating Yes ____ No ____ Brand? ______

Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes __ No _ Brand? ______

Rating? ______

Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes __ No __

Faucets 2.0 GPM? Yes __ No ____

Showers 2.0 GPM? Yes ____ No ___

Water closets 1.3 GPM or dual flush? Yes ___ No ____

Ductwork in unconditioned spaces all insulated? Yes ___ No ___

Four trees and six shrubs planted? Yes ____ No ____

Estimated or Actual Date of Completion: ______

Estimated or Actual Value of Improvements: $11,200

If rental property, complete the following: Number of Units ____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant	Date of Occupancy	Relocation Benefits

X Signed By: Marilyn J. Kroll

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR CLASS A (3 or 5 YEAR $75,000 INCENTIVE) RESIDENTIAL:

X 3 Year Abatement ______ 5 Year Abatement Date 11/13/12

______ Prior Approval for Intended Improvements X Approval of Improvements Completed

Address of Property: 304 S. Spruce St.

Legal Description of Property: Unit M Lot 9 Leonard Subd. Plat 2

Title Holder or Contract Buyer: Marilyn Kroll

Address of Owner (if different than above): ______

Phone Number (to be reached during the day): ______

Existing Property Use: X Residential ____ Commercial ____ Industrial ____ Vacant

Proposed Property Use: X Residential ____ Commercial ____ Industrial ____ Vacant

____ Rental X Owner Occupied

Nature of Improvements: ____ Addition ____ New Construction X General Improvements

DESCRIPTION: 560 sq. ft. basement finish

CLASS A / 5 YEAR TAX ABATEMENT REQUIREMENTS:

Sidewall Insulation rated R-15 or higher? Yes __ No __
Attic space insulation rated R-44 or higher? Yes __ No __
Roofed using 40-year shingle? Yes __ No __
Windows have minimum U factor of .31 or less or a low E rating? Yes __ No __
H.V.A.C. has a minimum 90% efficiency rating? Yes __ No __
Programmable Energy Star thermostat installed? Yes __ No __
All ductwork is taped and sealed? Yes __ No __
All appliances are Energy Star rated? Yes __ No __
A/C Unit with Minimum SEER rating of 14 Yes_____ No _____ Brand? ______
Furnace with a minimum 90% efficiency rating Yes ____No ____ Brand? ______
Gas Water Heater 0.62 EF to 0.79 EF or 0.80 EF and above? Yes__ No _ Brand? ______
Rating? ______
Plumbing fixtures in both kitchen and baths are all Energy Star rated? Yes __ No __
Faucets 2.0 GPM? Yes __ No ____
Showers 2.0 GPM? Yes ____ No ____
Water closets 1.3 GPM or dual flush? Yes____ No ____
Ductwork in unconditioned spaces all insulated? Yes ____ No ____
Four trees and six shrubs planted? Yes____ No ____

Estimated or Actual Date of Completion: ______
Estimated or Actual Value of Improvements: $11,200
If rental property, complete the following: Number of Units _____

Tenants occupying the building when purchased (or present tenants if unknown) Date of tenant occupancy/relocation benefits received by eligible tenants: (to be continued on a separate page if necessary)

Tenant Date of Occupancy Relocation Benefits

X Signed By: Marilyn J. Kroll

City Council Regular **4. E.**

Meeting Date: 12/03/2012

Information

Subject

Claims on the computer printout for December 3, 2012

Information

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
ACE MOVING & SORAGE INC	001-6500-64990	MOVING EXPENSE - CITY MGR	11/15/2012	6,891.40
BERRY, RICHARD D	001-6500-65990	MILEAGE	11/21/2012	27.75
BOB'S CUSTOM TROPHIES	001-6500-65070	PLAQUE	11/14/2012	68.50
BURGIN, CHARLES	001-1700-63410	CELL PHONE	10/12/2012	25.00
BURGIN, CHARLES	001-1700-63730	CELL PHONE CHARGES	11/12/2012	25.00
CRITTER CONTROL OF DES M	001-6500-64990	ANIMAL CONTROL	11/15/2012	200.00
FURLER, JEAN	001-6200-62700	MILEAGE TO DA DAVIDSON	11/13/2012	19.98
FURLER, JEAN	001-6200-61440	WELLNESS JULY 12 - DEC 12	11/27/2012	90.00
HY-VEE FOOD STORE	001-6500-64990	PLANT	10/26/2012	31.75
HY-VEE FOOD STORE	001-6500-65070	SUPPLIES	11/04/2012	10.98
IMWCA	001-1700-61599	WORKERS COMP INSTALL	11/21/2012	231.00
IMWCA	001-2900-61599	WORKERS COMP INSTALL	11/21/2012	15.00
IMWCA	001-6100-61599	WORKERS COMP INSTALL	11/21/2012	4.00
IMWCA	001-6150-61599	WORKERS COMP INSTALL	11/21/2012	208.00
IMWCA	001-6200-61599	WORKERS COMP INSTALL	11/21/2012	46.00
IMWCA	001-6210-61599	WORKERS COMP INSTALL	11/21/2012	26.00
IMWCA	001-6250-61599	WORKERS COMP INSTALL	11/21/2012	11.00
INDOFF INCORPORATED	001-6200-65070	SUPPLIES	11/13/2012	29.57
INDOFF INCORPORATED	001-1700-65070	LABEL	11/13/2012	39.36
INDOFF INCORPORATED	001-6150-65070	CALCULATOR	11/15/2012	134.86
IOWA CODIFICATION INC	001-6500-64990	CODE SUPPLEMENT	11/09/2012	81.00
IOWA WORKFORCE DEVELOP	001-6500-63100	ELEVATOR SAFETY	11/17/2012	50.00
JO'S HALLMARK	001-6500-65070	ENVELOPES	11/15/2012	34.79
KOSMAN, MISTI L.	001-6500-64090	MONTHLY CLEANING (2ND HAL	11/30/2012	2,166.67
MID AMERICAN ENERGY CO.	001-6500-63710	74080-22010 FUEL HEAT (1,189	11/21/2012	707.51
MILLER ELECTRIC SERVICES	001-6500-67260	P.D. LIGHTS	11/14/2012	2,600.00
NPELRA	001-6250-62100	NATIONAL & STATE MEMBERS	11/27/2012	200.00
O'KEEFE ELEVATOR CO.	001-6500-63100	MAINTENANCE	11/28/2012	282.98
RIPPERGER, KURT	001-6210-62700	MILEAGE FOR AUG 12 - NOV 12	11/27/2012	301.37
SHULL, DOUG	001-6500-64990	TREASURER CONTRACT	11/27/2012	83.33
STOREY-KENWORTHY CO.	001-6150-65070	OFFICE FURNITURE - CM	11/02/2012	3,593.40
UNUM LIFE INSURANCE CO OF	001-6150-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	72.55
UNUM LIFE INSURANCE CO OF	001-6210-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	22.22
UNUM LIFE INSURANCE CO OF	001-6200-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	184.89
UNUM LIFE INSURANCE CO OF	001-6250-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	87.36
UNUM LIFE INSURANCE CO OF	001-1700-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	70.20
WAL-MART STORES INC.	001-6210-67250	TV FOR CABLE STATION	11/08/2012	148.00
WAL-MART STORES INC.	001-6200-65070	SUPPLIES	11/15/2012	28.64
WARREN CO ECONOMIC DEV	001-5200-64131	QTR 2 CONTRIBUTION	11/13/2012	12,500.00
Total GENERAL FUND:				31,350.06
POLICE FUND				
AUBERT'S TOWING	011-1100-63320	VEHICLE REPAIR	11/15/2012	45.00
ILLOWA COMMUNICATIONS	011-1111-63415	RADIO/LIGHTBAR REPAIR	11/09/2012	100.10
IMWCA	011-1100-61599	WORKERS COMP INSTALL	11/21/2012	2,313.00
KIYA KODA HUMANE SOCIETY	011-1100-64137	HUMANE SOCIETY CONTRACT	11/27/2012	2,412.74
MID AMERICAN ENERGY CO.	011-1100-67260	56131-66004 FUEL HEAT (10 TH	11/15/2012	16.43
STONE RIVER PHARMACY	011-1100-64120	411 RX	10/31/2012	161.76
UNUM LIFE INSURANCE CO OF	011-1100-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	551.67
Total POLICE FUND:				5,600.70
FIRE FUND				
BW PRINTWORKS	015-1500-65060	OFFICE SUPPLIES	11/16/2012	63.05
DELL MARKETING L.P.	015-1500-67240	REPLACEMENT COMPUTER IN	11/15/2012	898.00
HEIMAN FIRE EQUIPMENT	015-1500-63410	EQUIPMENT REPAIR	11/19/2012	233.50

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
IMWCA	015-1500-61599	WORKERS COMP INSTALL	11/21/2012	4,273.00
IOWA STATE UNIVERSITY	015-1500-62300	CERT FEES	11/19/2012	50.00
IOWA STATE UNIVERSITY	015-1500-62300	CERT FEES	11/19/2012	100.00
MC COY HARDWARE INC	015-1500-65070	BATTERIES	11/12/2012	7.18
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	11/12/2012	53.98
MC COY HARDWARE INC	015-1500-65076	SHOP	11/14/2012	24.71
MC COY HARDWARE INC	015-1500-65070	SUPPLIES	11/15/2012	4.49
MC COY HARDWARE INC	015-1500-65070	SUPPLIES	11/16/2012	7.54
MC COY HARDWARE INC	015-1500-63100	BUILDING SUPPLIES	11/19/2012	9.51
MC COY HARDWARE INC	015-1500-65070	SUPPLIES	11/20/2012	1.66
MC COY HARDWARE INC	015-1500-65070	SUPPLIES	11/24/2012	19.78
MID AMERICAN ENERGY CO.	015-1500-63710	43630-22022 UTILITIES (58 THE	11/15/2012	63.98
MID AMERICAN ENERGY CO.	015-1500-63710	45571-48008 UTILITIES	11/15/2012	21.15
MIDWEST BREATHING AIR LLC	015-1500-63410	EQUIPMENT PARTS	11/12/2012	100.29
O'REILLY AUTO PARTS	015-1500-65076	CABLES (SHOP)	11/21/2012	49.99
SANDRY FIRE SUPPLY LLC	015-1500-63410	PARTS	11/16/2012	209.13
SPENCER, JEFFREY	015-1500-61440	WELLNESS JAN - NOV 2012	11/13/2012	165.00
UNUM LIFE INSURANCE CO OF	015-1500-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	57.36
Total FIRE FUND:				6,413.30
AMBULANCE FUND				
AIRGAS USA LLC	016-1600-65070	OXYGEN	11/12/2012	30.70
BOUND TREE MEDICAL LLC	016-1600-65070	MEDICAL SUPPLIES	11/09/2012	62.16
FICMREPAIR.COM	016-1600-65050	OIL ADDITIVE	11/08/2012	57.85
HY-VEE FOOD STORE	016-1600-65070	SUPPLIES	10/11/2012	63.62
HY-VEE FOOD STORE	016-1600-65070	SUPPLIES	11/08/2012	12.67
IMWCA	016-1600-61599	WORKERS COMP INSTALL	11/21/2012	1,761.00
PHILIPS MEDICAL CAPITAL	016-1600-67245	MONITOR LEASE	11/10/2012	731.18
PROGRESSIVE MEDICAL INTE	016-1600-65070	MED SUPPLIES	11/14/2012	9.00
PROGRESSIVE MEDICAL INTE	016-1600-65070	MED SUPPLIES	11/15/2012	128.95
UNUM LIFE INSURANCE CO OF	016-1600-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	243.57
Total AMBULANCE FUND:				3,100.70
LIBRARY FUND				
IMWCA	041-4100-61599	WORKERS COMP INSTALL	11/21/2012	45.00
UNUM LIFE INSURANCE CO OF	041-4100-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	156.42
Total LIBRARY FUND:				201.42
PARK & RECREATION FUND				
BOB'S CUSTOM TROPHIES	042-4350-65070	SIGN	11/15/2012	81.00
BOWLIN, MIKE	042-4300-62300	CPSI TRAINING EXPENSES	11/19/2012	413.61
BYARS, BROOK	042-4485-64205	CLASS INSTRUCTION	11/14/2012	96.00
CR SERVICES	042-4405-64090	BLDG CLEANING	11/19/2012	2,420.00
CR SERVICES	042-4405-65070	AIR FRESHNER	11/19/2012	7.80
DLH GRAFX	042-4400-61810	SHIRT EMBROIDERY	11/13/2012	7.00
FAREWAY STORE	042-4460-65070	EVENT SUPPLIES	11/16/2012	20.76
FASTENAL	042-4300-65070	PINS	11/12/2012	1.08
IMWCA	042-4200-61599	WORKERS COMP INSTALL	11/21/2012	14.00
IMWCA	042-4300-61599	WORKERS COMP INSTALL	11/21/2012	543.00
IMWCA	042-4400-61599	WORKERS COMP INSTALL	11/21/2012	644.00
JESS' LOCK AND KEY	042-4405-63100	DOOR LOCK REPAIR	11/07/2012	155.25
JO'S HALLMARK	042-4370-65060	PLANNERS	11/14/2012	55.23
LANE, BECKY	042-4200-65060	LIGHTS	11/16/2012	38.92
MC COY HARDWARE INC	042-4320-65010	PAINT	11/14/2012	55.51
MC COY HARDWARE INC	042-4320-65070	DECORATION	11/19/2012	26.93

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
MC COY HARDWARE INC	042-4300-65051	PARTS	11/21/2012	6.24
MC COY HARDWARE INC	042-4300-65070	HOLE SAW BIT	11/21/2012	11.69
MC COY HARDWARE INC	042-4300-65070	CAULK GUN	11/26/2012	20.51
MID AMERICAN ENERGY CO.	042-4370-63710	54240-21011 FUEL HEAT (132 T	11/15/2012	94.39
MID AMERICAN ENERGY CO.	042-4405-63710	51980-51021 FUEL HEAT (220 T	11/15/2012	151.68
MIDWEST OFFICE TECH	042-4200-65060	COPIES	09/26/2012	34.00
MIRACLE RECREATION EQUIP	042-4310-65070	SPRING RIDER SPRINGS	11/08/2012	398.22
O'REILLY AUTO PARTS	042-4300-65050	OIL	11/13/2012	35.88
O'REILLY AUTO PARTS	042-4300-65050	FILTER	11/13/2012	14.57
O'REILLY AUTO PARTS	042-4300-65050	OIL	11/13/2012	35.88
PETTY CASH-RECREATION	042-4200-65060	GLOW NECKLACES 11/9/12	11/28/2012	8.60
PETTY CASH-RECREATION	042-4200-65060	SOLAR LIGHTS 11/13/12	11/28/2012	20.64
REYNOLDS FEED SERVICE	042-4375-65070	STRAW	11/14/2012	9.00
SIMPSON COLLEGE	042-4435-64152	POOL RENT - SEPT 2012	11/15/2012	181.12
THEISEN'S	042-4300-65051	VERTI DRAIN PARTS	11/21/2012	3.58
TURFWERKS	042-4300-65051	VERTI DRAIN PART	11/09/2012	168.52
U.S. CELLULAR	042-4370-63730	CELL PHONE-1	11/12/2012	27.29
U.S. CELLULAR	042-4400-63730	CELL PHONE-1	11/12/2012	27.29
U.S. CELLULAR	042-4400-63730	TEXT MESSAGING - JUSTIN	11/12/2012	9.95
U.S. CELLULAR	042-4200-63730	CELL PHONE-1	11/12/2012	27.29
UNUM LIFE INSURANCE CO OF	042-4300-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	135.55
UNUM LIFE INSURANCE CO OF	042-4400-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	40.82
UNUM LIFE INSURANCE CO OF	042-4200-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	125.91
VROEGH, PAT	042-4200-64800	MTG MINUTES - NOV	11/26/2012	25.00
WIEGERT DISPOSAL CO.	042-4370-64090	DUMPSTER - PARKS SHOP	11/27/2012	50.00
WIEGERT DISPOSAL CO.	042-4405-64090	GARBAGE PICKUP	11/28/2012	25.00
Total PARK & RECREATION FUND:				6,268.71
POOL (MEMORIAL) FUND				
IMWCA	045-4500-61599	WORKERS COMP INSTALL	11/21/2012	175.00
Total POOL (MEMORIAL) FUND:				175.00
ROAD USE TAX FUND				
CHEERS QUALITY REPAIR	110-2100-63100	REPAIR FURNACE	11/15/2012	206.29
CONSTRUCTION & AGGREGAT	110-2500-65070	GRADER BLADES	11/16/2012	7,836.60
EDDY-WALKER EQUIP CO	110-2100-63320	PARTS	11/27/2012	456.28
FASTENAL	110-2100-65073	HAND CLEANER TOWELS	11/27/2012	185.87
FEDERAL PUBLISHING	110-2100-65073	OSHA BOOK	11/02/2012	278.50
GRIMES ASPHALT & PAVING	110-2100-65073	COLD MIX	11/21/2012	952.32
HOTSY CLEANING SYSTEMS	110-2100-65076	WASHER PARTS	11/15/2012	53.64
IMWCA	110-2100-61599	WORKERS COMP INSTALL	11/21/2012	1,565.00
JO'S HALLMARK	110-2100-65060	OFFICE SUPPLIES	11/20/2012	39.36
LOGAN CONTRACTORS SUPPL	110-2100-63320	BREAKER BRACLETS	09/26/2012	1,000.00
LOGAN CONTRACTORS SUPPL	110-2100-63320	SWITCH	11/15/2012	155.00
MARTIN MARIETTA MATERIALS	110-2100-65073	ROAD STONE	11/19/2012	1,530.68
MID AMERICAN ENERGY CO.	110-2100-63710	54240-21011 FUEL HEAT (162 T	11/15/2012	114.55
O'HALLORAN INTERNATIONAL	110-2100-63320	TURBO REPAIR	11/14/2012	1,059.29
REILLY CONSTRUCTION CO	110-2100-65073	CRUSHED CONCRETE	11/19/2012	24,852.00
SNYDER, AARON & LAURA	110-2100-64990	ROW MAINT. AGREEMENT	11/21/2012	262.50
T.R.M. DISPOSAL LLC	110-2100-64090	RECYCLING BIN	11/25/2012	35.00
THEISEN'S	110-2100-65073	TIE DOWN STRAPS	11/15/2012	49.98
U.S. CELLULAR	110-2100-63730	CELL PHONE-3	11/12/2012	81.87
UNUM LIFE INSURANCE CO OF	110-2100-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	206.61
WAL-MART STORES INC.	110-2100-65060	MARKERS	11/27/2012	4.97
ZEE MEDICAL SERVICES	110-2100-64120	MEDICAL SUPPLIES	11/27/2012	49.60

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total ROAD USE TAX FUND:				40,975.91
PARK & REC SPECIAL REV FUND				
HALLIN, BRIANA	142-4620-64990	MASCOT AT EVENT	10/27/2012	20.00
PETTY CASH-RECREATION	142-4615-65992	KEY CARD - KELLOW	11/19/2012	34.00
Total PARK & REC SPECIAL REV FUND:				54.00
DOWNTOWN BIZ INCENTIVE PROGRAM				
CITY STATE BANK	161-5200-64149	DOWNTOWN BUSINESS LOAN	11/16/2012	21,779.49
Total DOWNTOWN BIZ INCENTIVE PROGRAM:				21,779.49
CAPITAL PROJECTS FUND				
TEAM SERVICES INC	301-8000-64990	SOIL TESTING SERVICES	11/20/2012	2,576.48
VEENSTRA & KIMM	301-4355-67803	JERRY KELLEY TRAIL PHASE 2	11/27/2012	4,987.50
VEENSTRA & KIMM	301-4315-67803	MCVAY TRAIL ENGINEERING	11/27/2012	2,880.00
VEENSTRA & KIMM	301-4375-67804	PICKARD PARK RESTROOM EN	11/27/2012	70.00
Total CAPITAL PROJECTS FUND:				10,513.98
STREET CAPITAL PROJECTS FUND				
CAMBRON & THACKER	321-2100-67710	TOWNHOUSES - DRIVEWAY EN	11/01/2012	5,865.00
Total STREET CAPITAL PROJECTS FUND:				5,865.00
SEWER FUND				
CANON FINANCIAL SERVICES I	610-8300-64990	COPIER	11/12/2012	130.86
FISHER SCIENTIFIC	610-8350-65010	TUBING	11/06/2012	64.41
IMWCA	610-8300-61599	WORKERS COMP INSTALL	11/21/2012	629.00
JETCO INC	610-8350-63410	NP SAMPLER WIRING	11/23/2012	935.00
KING, WILLIAM	610-8300-64148	I & I LOAN	11/01/2012	1,650.00
MID AMERICAN ENERGY CO.	610-8325-63710	07741-18004 65/69 LIFT (708 KW	11/09/2012	56.18
MID AMERICAN ENERGY CO.	610-8325-63710	08701-24006 QUAIL MDWS LIFT	11/15/2012	37.58
MID AMERICAN ENERGY CO.	610-8325-63710	08701-24006 QUAIL MDWS LIFT	11/15/2012	11.58
MID AMERICAN ENERGY CO.	610-8325-63710	09750-87035 WESLEY LIFT (345	11/09/2012	32.27
NUTRI-JECT SYSTEMS INC	610-8350-64990	BIOSOLIDS HAULING	11/21/2012	27,867.25
O'REILLY AUTO PARTS	610-8300-65051	FILTERS FOR VAN, 3/4, 1 TON	11/20/2012	53.73
O'REILLY AUTO PARTS	610-8300-65051	FILTERS FOR VAN, 3/4, 1 TON	11/20/2012	9.20
PELLA PRINTING	610-8350-65060	WINDOW ENVELOPES	09/17/2012	226.00
SHULL, DOUG	610-8300-66989	I & I REIMBURSEMENT	03/21/2012	562.50
T.R.M. DISPOSAL LLC	610-8350-64990	TRASH - NORTH PLANT	11/25/2012	96.00
T.R.M. DISPOSAL LLC	610-8325-64990	TRASH - SOUTH PLANT	11/25/2012	49.00
TRANS-IOWA EQUIPMENT INC	610-8300-65051	5000 PSI STEM FOR JET	11/12/2012	47.56
U.S. CELLULAR	610-8300-63730	CELL PHONE-2	11/12/2012	54.58
U.S. CELLULAR	610-8300-63730	CELL PHONE-1	11/16/2012	41.31
UNUM LIFE INSURANCE CO OF	610-8300-61550	LIFE, AD&D AND LTD INSURAN	11/27/2012	147.76
WAL-MART STORES INC.	610-8350-65070	MOUSE TRAPS, BINDERS, ENV	11/19/2012	10.96
Total SEWER FUND:				32,712.73
SEWER CAPITAL PROJECTS FUND				
VEENSTRA & KIMM	710-8300-67502	I & I PHASE 4	11/27/2012	3,180.00
VEENSTRA & KIMM	710-8300-65990	13TH STREET SEWER REPAIR	11/27/2012	4,350.00
Total SEWER CAPITAL PROJECTS FUND:				7,530.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
HEALTH INSURANCE FUND				
MERCY MEDICAL CENTER	820-9300-64990	HEALTH SCREEN	11/21/2012	4,356.00
Total HEALTH INSURANCE FUND:				4,356.00
HRA FUND				
BLACKMAN, RYAN	830-2100-61525	MEDICAL EXPENSE	11/27/2012	139.64
BOWLIN, DIANA	830-6500-61525	MEDICAL EXPENSE	11/27/2012	36.34
BRUCE, TAMMY	830-1100-61525	WELLNESS SEPT 12 - NOV 12	11/26/2012	45.00
HAWKINS, ROB	830-1100-61525	DENTAL EXPENSE	11/19/2012	238.74
Total HRA FUND:				459.72
CITY LIAB INS RESERVE FUND				
JACK ANDERSON BODY SHOP	850-1100-64089	REPAIR POLICE VEHICLE	11/20/2012	3,940.78
Total CITY LIAB INS RESERVE FUND:				3,940.78
Grand Totals:				181,297.50

City Council: ______________________________

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Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ACE MOVING & SORAGE INC				
ACE MOVING & SORAGE INC	MOVING EXPENSE - CITY MGR	11/15/2012	6,891.40	GENERAL FUND
Total ACE MOVING & SORAGE INC:			6,891.40	
AIRGAS USA LLC				
AIRGAS USA LLC	OXYGEN	11/12/2012	30.70	AMBULANCE FUN
Total AIRGAS USA LLC:			30.70	
AUBERT'S TOWING				
AUBERT'S TOWING	VEHICLE REPAIR	11/15/2012	45.00	POLICE FUND
Total AUBERT'S TOWING:			45.00	
BERRY, RICHARD D				
BERRY, RICHARD D	MILEAGE	11/21/2012	27.75	GENERAL FUND
Total BERRY, RICHARD D:			27.75	
BLACKMAN, RYAN				
BLACKMAN, RYAN	MEDICAL EXPENSE	11/27/2012	139.64	HRA FUND
Total BLACKMAN, RYAN:			139.64	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	PLAQUE	11/14/2012	68.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	SIGN	11/15/2012	81.00	PARK & RECREATI
Total BOB'S CUSTOM TROPHIES:			149.50	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	MEDICAL SUPPLIES	11/09/2012	62.16	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			62.16	
BOWLIN, DIANA				
BOWLIN, DIANA	MEDICAL EXPENSE	11/27/2012	36.34	HRA FUND
Total BOWLIN, DIANA:			36.34	
BOWLIN, MIKE				
BOWLIN, MIKE	CPSI TRAINING EXPENSES	11/19/2012	413.61	PARK & RECREATI
Total BOWLIN, MIKE:			413.61	
BRUCE, TAMMY				
BRUCE, TAMMY	WELLNESS SEPT 12 - NOV 12	11/26/2012	45.00	HRA FUND
Total BRUCE, TAMMY:			45.00	
BURGIN, CHARLES				
BURGIN, CHARLES	CELL PHONE	10/12/2012	25.00	GENERAL FUND
BURGIN, CHARLES	CELL PHONE CHARGES	11/12/2012	25.00	GENERAL FUND
Total BURGIN, CHARLES:			50.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BW PRINTWORKS				
BW PRINTWORKS	OFFICE SUPPLIES	11/16/2012	63.05	FIRE FUND
Total BW PRINTWORKS:			63.05	
BYARS, BROOK				
BYARS, BROOK	CLASS INSTRUCTION	11/14/2012	96.00	PARK & RECREATI
Total BYARS, BROOK:			96.00	
CAMBRON & THACKER				
CAMBRON & THACKER	TOWNHOUSES - DRIVEWAY ENTRANCE RE	11/01/2012	5,865.00	STREET CAPITAL
Total CAMBRON & THACKER:			5,865.00	
CANON FINANCIAL SERVICES INC.				
CANON FINANCIAL SERVICES I	COPIER	11/12/2012	130.86	SEWER FUND
Total CANON FINANCIAL SERVICES INC.:			130.86	
CHEERS QUALITY REPAIR				
CHEERS QUALITY REPAIR	REPAIR FURNACE	11/15/2012	206.29	ROAD USE TAX FU
Total CHEERS QUALITY REPAIR:			206.29	
CITY STATE BANK				
CITY STATE BANK	DOWNTOWN BUSINESS LOAN	11/16/2012	21,779.49	DOWNTOWN BIZ I
Total CITY STATE BANK:			21,779.49	
CONSTRUCTION & AGGREGATE PRODUCTS				
CONSTRUCTION & AGGREGAT	GRADER BLADES	11/16/2012	7,836.60	ROAD USE TAX FU
Total CONSTRUCTION & AGGREGATE PRODUCTS:			7,836.60	
CR SERVICES				
CR SERVICES	BLDG CLEANING	11/19/2012	2,420.00	PARK & RECREATI
CR SERVICES	AIR FRESHNER	11/19/2012	7.80	PARK & RECREATI
Total CR SERVICES:			2,427.80	
CRITTER CONTROL OF DES MOINES				
CRITTER CONTROL OF DES M	ANIMAL CONTROL	11/15/2012	200.00	GENERAL FUND
Total CRITTER CONTROL OF DES MOINES:			200.00	
DELL MARKETING L.P.				
DELL MARKETING L.P.	REPLACEMENT COMPUTER IN CHIEF'S OFF	11/15/2012	898.00	FIRE FUND
Total DELL MARKETING L.P.:			898.00	
DLH GRAFX				
DLH GRAFX	SHIRT EMBROIDERY	11/13/2012	7.00	PARK & RECREATI
Total DLH GRAFX:			7.00	
EDDY-WALKER EQUIP CO				
EDDY-WALKER EQUIP CO	PARTS	11/27/2012	456.28	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total EDDY-WALKER EQUIP CO:			456.28	
FAREWAY STORE				
FAREWAY STORE	EVENT SUPPLIES	11/16/2012	20.76	PARK & RECREATI
Total FAREWAY STORE:			20.76	
FASTENAL				
FASTENAL	HAND CLEANER TOWELS	11/27/2012	185.87	ROAD USE TAX FU
FASTENAL	PINS	11/12/2012	1.08	PARK & RECREATI
Total FASTENAL:			186.95	
FEDERAL PUBLISHING				
FEDERAL PUBLISHING	OSHA BOOK	11/02/2012	278.50	ROAD USE TAX FU
Total FEDERAL PUBLISHING:			278.50	
FICMREPAIR.COM				
FICMREPAIR.COM	OIL ADDITIVE	11/08/2012	57.85	AMBULANCE FUN
Total FICMREPAIR.COM:			57.85	
FISHER SCIENTIFIC				
FISHER SCIENTIFIC	TUBING	11/06/2012	64.41	SEWER FUND
Total FISHER SCIENTIFIC:			64.41	
FURLER, JEAN				
FURLER, JEAN	MILEAGE TO DA DAVIDSON	11/13/2012	19.98	GENERAL FUND
FURLER, JEAN	WELLNESS JULY 12 - DEC 12	11/27/2012	90.00	GENERAL FUND
Total FURLER, JEAN:			109.98	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	COLD MIX	11/21/2012	952.32	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			952.32	
HALLIN, BRIANA				
HALLIN, BRIANA	MASCOT AT EVENT	10/27/2012	20.00	PARK & REC SPEC
Total HALLIN, BRIANA:			20.00	
HAWKINS, ROB				
HAWKINS, ROB	DENTAL EXPENSE	11/19/2012	238.74	HRA FUND
Total HAWKINS, ROB:			238.74	
HEIMAN FIRE EQUIPMENT				
HEIMAN FIRE EQUIPMENT	EQUIPMENT REPAIR	11/19/2012	233.50	FIRE FUND
Total HEIMAN FIRE EQUIPMENT:			233.50	
HOTSY CLEANING SYSTEMS				
HOTSY CLEANING SYSTEMS	WASHER PARTS	11/15/2012	53.64	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HOTSY CLEANING SYSTEMS:			53.64	
HY-VEE FOOD STORE				
HY-VEE FOOD STORE	SUPPLIES	10/11/2012	63.62	AMBULANCE FUN
HY-VEE FOOD STORE	PLANT	10/26/2012	31.75	GENERAL FUND
HY-VEE FOOD STORE	SUPPLIES	11/04/2012	10.98	GENERAL FUND
HY-VEE FOOD STORE	SUPPLIES	11/08/2012	12.67	AMBULANCE FUN
Total HY-VEE FOOD STORE:			119.02	
ILLOWA COMMUNICATIONS				
ILLOWA COMMUNICATIONS	RADIO/LIGHTBAR REPAIR	11/09/2012	100.10	POLICE FUND
Total ILLOWA COMMUNICATIONS:			100.10	
IMWCA				
IMWCA	WORKERS COMP INSTALL	11/21/2012	231.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	15.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	4.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	208.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	46.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	26.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	11.00	GENERAL FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	2,313.00	POLICE FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	4,273.00	FIRE FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	1,761.00	AMBULANCE FUN
IMWCA	WORKERS COMP INSTALL	11/21/2012	45.00	LIBRARY FUND
IMWCA	WORKERS COMP INSTALL	11/21/2012	14.00	PARK & RECREATI
IMWCA	WORKERS COMP INSTALL	11/21/2012	543.00	PARK & RECREATI
IMWCA	WORKERS COMP INSTALL	11/21/2012	644.00	PARK & RECREATI
IMWCA	WORKERS COMP INSTALL	11/21/2012	175.00	POOL (MEMORIAL)
IMWCA	WORKERS COMP INSTALL	11/21/2012	1,565.00	ROAD USE TAX FU
IMWCA	WORKERS COMP INSTALL	11/21/2012	629.00	SEWER FUND
Total IMWCA:			12,503.00	
INDOFF INCORPORATED				
INDOFF INCORPORATED	SUPPLIES	11/13/2012	29.57	GENERAL FUND
INDOFF INCORPORATED	LABEL	11/13/2012	39.36	GENERAL FUND
INDOFF INCORPORATED	CALCULATOR	11/15/2012	134.86	GENERAL FUND
Total INDOFF INCORPORATED:			203.79	
IOWA CODIFICATION INC				
IOWA CODIFICATION INC	CODE SUPPLEMENT	11/09/2012	81.00	GENERAL FUND
Total IOWA CODIFICATION INC:			81.00	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	CERT FEES	11/19/2012	50.00	FIRE FUND
IOWA STATE UNIVERSITY	CERT FEES	11/19/2012	100.00	FIRE FUND
Total IOWA STATE UNIVERSITY:			150.00	
IOWA WORKFORCE DEVELOPMENT				
IOWA WORKFORCE DEVELOP	ELEVATOR SAFETY	11/17/2012	50.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA WORKFORCE DEVELOPMENT:			50.00	
JACK ANDERSON BODY SHOP				
JACK ANDERSON BODY SHOP	REPAIR POLICE VEHICLE	11/20/2012	3,940.78	CITY LIAB INS RES
Total JACK ANDERSON BODY SHOP:			3,940.78	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	DOOR LOCK REPAIR	11/07/2012	155.25	PARK & RECREATI
Total JESS' LOCK AND KEY:			155.25	
JETCO INC				
JETCO INC	NP SAMPLER WIRING	11/23/2012	935.00	SEWER FUND
Total JETCO INC:			935.00	
JO'S HALLMARK				
JO'S HALLMARK	ENVELOPES	11/15/2012	34.79	GENERAL FUND
JO'S HALLMARK	OFFICE SUPPLIES	11/20/2012	39.36	ROAD USE TAX FU
JO'S HALLMARK	PLANNERS	11/14/2012	55.23	PARK & RECREATI
Total JO'S HALLMARK:			129.38	
KING, WILLIAM				
KING, WILLIAM	I & I LOAN	11/01/2012	1,650.00	SEWER FUND
Total KING, WILLIAM:			1,650.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - DEC 2012	11/27/2012	2,412.74	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,412.74	
KOSMAN, MISTI L.				
KOSMAN, MISTI L.	MONTHLY CLEANING (2ND HALF OF NOV)	11/30/2012	2,166.67	GENERAL FUND
Total KOSMAN, MISTI L.:			2,166.67	
LANE, BECKY				
LANE, BECKY	LIGHTS	11/16/2012	38.92	PARK & RECREATI
Total LANE, BECKY:			38.92	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	BREAKER BRACLETS	09/26/2012	1,000.00	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	SWITCH	11/15/2012	155.00	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			1,155.00	
MARTIN MARIETTA MATERIALS				
MARTIN MARIETTA MATERIALS	ROAD STONE	11/19/2012	1,530.68	ROAD USE TAX FU
Total MARTIN MARIETTA MATERIALS:			1,530.68	
MC COY HARDWARE INC				
MC COY HARDWARE INC	BATTERIES	11/12/2012	7.18	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	11/12/2012	53.98	FIRE FUND
MC COY HARDWARE INC	PAINT	11/14/2012	55.51	PARK & RECREATI
MC COY HARDWARE INC	SHOP	11/14/2012	24.71	FIRE FUND
MC COY HARDWARE INC	SUPPLIES	11/15/2012	4.49	FIRE FUND
MC COY HARDWARE INC	SUPPLIES	11/16/2012	7.54	FIRE FUND
MC COY HARDWARE INC	BUILDING SUPPLIES	11/19/2012	9.51	FIRE FUND
MC COY HARDWARE INC	DECORATION	11/19/2012	26.93	PARK & RECREATI
MC COY HARDWARE INC	SUPPLIES	11/20/2012	1.66	FIRE FUND
MC COY HARDWARE INC	PARTS	11/21/2012	6.24	PARK & RECREATI
MC COY HARDWARE INC	HOLE SAW BIT	11/21/2012	11.69	PARK & RECREATI
MC COY HARDWARE INC	SUPPLIES	11/24/2012	19.78	FIRE FUND
MC COY HARDWARE INC	CAULK GUN	11/26/2012	20.51	PARK & RECREATI
Total MC COY HARDWARE INC:			249.73	
MERCY MEDICAL CENTER				
MERCY MEDICAL CENTER	HEALTH SCREEN	11/21/2012	4,356.00	HEALTH INSURAN
Total MERCY MEDICAL CENTER:			4,356.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT (708 KWH)	11/09/2012	56.18	SEWER FUND
MID AMERICAN ENERGY CO.	54240-21011 FUEL HEAT (162 THERMS) ST D	11/15/2012	114.55	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	54240-21011 FUEL HEAT (132 THERMS) PAR	11/15/2012	94.39	PARK & RECREATI
MID AMERICAN ENERGY CO.	74080-22010 FUEL HEAT (1,189 THERMS)	11/21/2012	707.51	GENERAL FUND
MID AMERICAN ENERGY CO.	43630-22022 UTILITIES (58 THERMS)	11/15/2012	63.98	FIRE FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT (443 KWH)	11/15/2012	37.58	SEWER FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT (4 THERMS)	11/15/2012	11.58	SEWER FUND
MID AMERICAN ENERGY CO.	45571-48008 UTILITIES	11/15/2012	21.15	FIRE FUND
MID AMERICAN ENERGY CO.	51980-51021 FUEL HEAT (220 THERMS)	11/15/2012	151.68	PARK & RECREATI
MID AMERICAN ENERGY CO.	56131-66004 FUEL HEAT (10 THERMS)	11/15/2012	16.43	POLICE FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT (345 KWH)	11/09/2012	32.27	SEWER FUND
Total MID AMERICAN ENERGY CO.:			1,307.30	
MIDWEST BREATHING AIR LLC				
MIDWEST BREATHING AIR LLC	EQUIPMENT PARTS	11/12/2012	100.29	FIRE FUND
Total MIDWEST BREATHING AIR LLC:			100.29	
MIDWEST OFFICE TECH				
MIDWEST OFFICE TECH	COPIES	09/26/2012	34.00	PARK & RECREATI
Total MIDWEST OFFICE TECH:			34.00	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	P.D. LIGHTS	11/14/2012	2,600.00	GENERAL FUND
Total MILLER ELECTRIC SERVICES:			2,600.00	
MIRACLE RECREATION EQUIPMENT				
MIRACLE RECREATION EQUIP	SPRING RIDER SPRINGS	11/08/2012	398.22	PARK & RECREATI
Total MIRACLE RECREATION EQUIPMENT:			398.22	
NPELRA				
NPELRA	NATIONAL & STATE MEMBERSHIP	11/27/2012	200.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total NPELRA:			200.00	
NUTRI-JECT SYSTEMS INC				
NUTRI-JECT SYSTEMS INC	BIOSOLIDS HAULING	11/21/2012	27,867.25	SEWER FUND
Total NUTRI-JECT SYSTEMS INC:			27,867.25	
O'HALLORAN INTERNATIONAL				
O'HALLORAN INTERNATIONAL	TURBO REPAIR	11/14/2012	1,059.29	ROAD USE TAX FU
Total O'HALLORAN INTERNATIONAL:			1,059.29	
O'KEEFE ELEVATOR CO.				
O'KEEFE ELEVATOR CO.	MAINTENANCE	11/28/2012	282.98	GENERAL FUND
Total O'KEEFE ELEVATOR CO.:			282.98	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	OIL	11/13/2012	35.88	PARK & RECREATI
O'REILLY AUTO PARTS	FILTER	11/13/2012	14.57	PARK & RECREATI
O'REILLY AUTO PARTS	FILTERS FOR VAN, 3/4, 1 TON	11/20/2012	53.73	SEWER FUND
O'REILLY AUTO PARTS	FILTERS FOR VAN, 3/4, 1 TON	11/20/2012	9.20	SEWER FUND
O'REILLY AUTO PARTS	CABLES (SHOP)	11/21/2012	49.99	FIRE FUND
O'REILLY AUTO PARTS	OIL	11/13/2012	35.88	PARK & RECREATI
Total O'REILLY AUTO PARTS:			199.25	
PELLA PRINTING				
PELLA PRINTING	WINDOW ENVELOPES	09/17/2012	226.00	SEWER FUND
Total PELLA PRINTING:			226.00	
PETTY CASH-RECREATION				
PETTY CASH-RECREATION	KEY CARD - KELLOW	11/19/2012	34.00	PARK & REC SPEC
PETTY CASH-RECREATION	GLOW NECKLACES 11/9/12	11/28/2012	8.60	PARK & RECREATI
PETTY CASH-RECREATION	SOLAR LIGHTS 11/13/12	11/28/2012	20.64	PARK & RECREATI
Total PETTY CASH-RECREATION:			63.24	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	MONITOR LEASE	11/10/2012	731.18	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			731.18	
PROGRESSIVE MEDICAL INTERNATIONAL				
PROGRESSIVE MEDICAL INTE	MED SUPPLIES	11/14/2012	9.00	AMBULANCE FUN
PROGRESSIVE MEDICAL INTE	MED SUPPLIES	11/15/2012	128.95	AMBULANCE FUN
Total PROGRESSIVE MEDICAL INTERNATIONAL:			137.95	
REILLY CONSTRUCTION CO				
REILLY CONSTRUCTION CO	CRUSHED CONCRETE	11/19/2012	24,852.00	ROAD USE TAX FU
Total REILLY CONSTRUCTION CO:			24,852.00	
REYNOLDS FEED SERVICE				
REYNOLDS FEED SERVICE	STRAW	11/14/2012	9.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total REYNOLDS FEED SERVICE:			9.00	
RIPPERGER, KURT				
RIPPERGER, KURT	MILEAGE FOR AUG 12 - NOV 12	11/27/2012	301.37	GENERAL FUND
Total RIPPERGER, KURT:			301.37	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	PARTS	11/16/2012	209.13	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			209.13	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	11/27/2012	83.33	GENERAL FUND
SHULL, DOUG	I & I REIMBURSEMENT	03/21/2012	562.50	SEWER FUND
Total SHULL, DOUG:			645.83	
SIMPSON COLLEGE				
SIMPSON COLLEGE	POOL RENT - SEPT 2012	11/15/2012	181.12	PARK & RECREATI
Total SIMPSON COLLEGE:			181.12	
SNYDER, AARON & LAURA				
SNYDER, AARON & LAURA	ROW MAINT. AGREEMENT	11/21/2012	262.50	ROAD USE TAX FU
Total SNYDER, AARON & LAURA:			262.50	
SPENCER, JEFFREY				
SPENCER, JEFFREY	WELLNESS JAN - NOV 2012	11/13/2012	165.00	FIRE FUND
Total SPENCER, JEFFREY:			165.00	
STONE RIVER PHARMACY				
STONE RIVER PHARMACY	411 RX	10/31/2012	161.76	POLICE FUND
Total STONE RIVER PHARMACY:			161.76	
STOREY-KENWORTHY CO.				
STOREY-KENWORTHY CO.	OFFICE FURNITURE - CM	11/02/2012	3,593.40	GENERAL FUND
Total STOREY-KENWORTHY CO.:			3,593.40	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	RECYCLING BIN	11/25/2012	35.00	ROAD USE TAX FU
T.R.M. DISPOSAL LLC	TRASH - NORTH PLANT	11/25/2012	96.00	SEWER FUND
T.R.M. DISPOSAL LLC	TRASH - SOUTH PLANT	11/25/2012	49.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			180.00	
TEAM SERVICES INC				
TEAM SERVICES INC	SOIL TESTING SERVICES	11/20/2012	2,576.48	CAPITAL PROJECT
Total TEAM SERVICES INC:			2,576.48	
THEISEN'S				
THEISEN'S	TIE DOWN STRAPS	11/15/2012	49.98	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
THEISEN'S	VERTI DRAIN PARTS	11/21/2012	3.58	PARK & RECREATI
Total THEISEN'S:			53.56	
TRANS-IOWA EQUIPMENT INC				
TRANS-IOWA EQUIPMENT INC	5000 PSI STEM FOR JET	11/12/2012	47.56	SEWER FUND
Total TRANS-IOWA EQUIPMENT INC:			47.56	
TURFWERKS				
TURFWERKS	VERTI DRAIN PART	11/09/2012	168.52	PARK & RECREATI
Total TURFWERKS:			168.52	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE-3	11/12/2012	81.87	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE-1	11/12/2012	27.29	PARK & RECREATI
U.S. CELLULAR	CELL PHONE-1	11/12/2012	27.29	PARK & RECREATI
U.S. CELLULAR	TEXT MESSAGING - JUSTIN	11/12/2012	9.95	PARK & RECREATI
U.S. CELLULAR	CELL PHONE-1	11/12/2012	27.29	PARK & RECREATI
U.S. CELLULAR	CELL PHONE-2	11/12/2012	54.58	SEWER FUND
U.S. CELLULAR	CELL PHONE-1	11/16/2012	41.31	SEWER FUND
Total U.S. CELLULAR:			269.58	
UNUM LIFE INSURANCE CO OF AMERICA				
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	72.55	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	22.22	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	184.89	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	87.36	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	70.20	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	206.61	ROAD USE TAX FU
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	551.67	POLICE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	57.36	FIRE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	243.57	AMBULANCE FUN
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	135.55	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	40.82	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	125.91	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	156.42	LIBRARY FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	11/27/2012	147.76	SEWER FUND
Total UNUM LIFE INSURANCE CO OF AMERICA:			2,102.89	
VEENSTRA & KIMM				
VEENSTRA & KIMM	JERRY KELLEY TRAIL PHASE 2	11/27/2012	4,987.50	CAPITAL PROJECT
VEENSTRA & KIMM	MCVAY TRAIL ENGINEERING	11/27/2012	2,880.00	CAPITAL PROJECT
VEENSTRA & KIMM	I & I PHASE 4	11/27/2012	3,180.00	SEWER CAPITAL P
VEENSTRA & KIMM	PICKARD PARK RESTROOM ENGINEERING	11/27/2012	70.00	CAPITAL PROJECT
VEENSTRA & KIMM	13TH STREET SEWER REPAIR	11/27/2012	4,350.00	SEWER CAPITAL P
Total VEENSTRA & KIMM:			15,467.50	
VROEGH, PAT				
VROEGH, PAT	MTG MINUTES - NOV	11/26/2012	25.00	PARK & RECREATI
Total VROEGH, PAT:			25.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WAL-MART STORES INC.				
WAL-MART STORES INC.	TV FOR CABLE STATION	11/08/2012	148.00	GENERAL FUND
WAL-MART STORES INC.	MOUSE TRAPS, BINDERS, ENVELOPES	11/19/2012	10.96	SEWER FUND
WAL-MART STORES INC.	MARKERS	11/27/2012	4.97	ROAD USE TAX FU
WAL-MART STORES INC.	SUPPLIES	11/15/2012	28.64	GENERAL FUND
Total WAL-MART STORES INC.:			192.57	
WARREN CO ECONOMIC DEV CORP				
WARREN CO ECONOMIC DEV	QTR 2 CONTRIBUTION	11/13/2012	12,500.00	GENERAL FUND
Total WARREN CO ECONOMIC DEV CORP:			12,500.00	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	DUMPSTER - PARKS SHOP	11/27/2012	50.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	GARBAGE PICKUP	11/28/2012	25.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			75.00	
ZEE MEDICAL SERVICES				
ZEE MEDICAL SERVICES	MEDICAL SUPPLIES	11/27/2012	49.60	ROAD USE TAX FU
Total ZEE MEDICAL SERVICES:			49.60	
Grand Totals:			181,297.50	

City Council: ____

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Information

Subject

Resolution approving personnel salaries

Information

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

Robert Hawkins, Police Sergeant, from CE 8.5-7 $59,490/year to CE 8.5-8 $60,954/year effective October 7, 2012.

Roll call is in order.

Attachments

Resolution

Salary

RESOLUTION APPROVING SALARIES

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

The following salaries are hereby approved:

Robert Hawkins, Police Sergeant, from CE 8.5-7 $59,490/year to CE 8.5-8 $60,954/year effective October 7, 2012

Passed and approved on the 3rd day of December, 2012.

____
Kenan Bresnan, Mayor

ATTEST:

____
Diana Bowlin, City Clerk

<u>**RECOMMENDATION FOR WITHIN GRADE INCREASE**</u>

This is to note that Robert Hawkins will complete the appropriate waiting period for creditable service to salary class/range CE 8.5-8 on 10/7/2012 to be reflected in hourly rate on pay date 10/26/2012.

<u>$60,954</u>
Annual

<u>$29.305</u>
Hourly

XIncludes Longevity Does Not Include Longevity

Evaluation

A finding of satisfactory service and a recommendation to advance salary class/range and step on the effective date as listed above has been made. The written Performance Evaluation has been completed and forwarded to the Human Resource Office for placement in the employee's personnel file.

Supervisor Signature Date

Manager Signature Date

Employment Information

Date of Hire: 2/6/2000

Present Class/Range: CE 8.5-7

Present Salary: $59,490

X Includes Longevity Does Not Include Longevity

Eligibility Date for Next Advance: 10/4/2015

City Council or Board of Trustee

Action Approved:

Disapproved:

Date:

City Council Regular **5. 2.**

Meeting Date: 12/03/2012

Information

Subject

Metro Advisory - Mayor Bresnan and Eric Mathieu

Information

City Council Regular **5. 3.**

Meeting Date: 12/03/2012

Information

Subject

WCEDC - Greg Marchant

Information

Information

Subject

Landfill Committee - Pete Berry

Information

Attachments

Landfill Minutes

November 2012 Meeting Minutes

The Board of Directors for the South Central Iowa Landfill Agency met on November 21, 2012, at 11:00 a.m. in accordance with notice and call of public meeting. Members present were Jim Bussanmas, Jean Furler, Pete Berry, Bob Weeks and Mark Nitchals. Others present were Doug Luzbetak and Marcia Beeler.

The first item was the September meeting minutes. Jim made a motion to approve the September Meeting Minutes as submitted. Pete seconded and the motion carried unanimously.

The next item was the October and November Treasurer's Reports. After reviewing, Pete made a motion to approve the October and November Treasurer's Reports and pay the bills. Jim seconded and the motion carried unanimously.

The next item was to approve the HLW Engineering Compliance Services Agreement. Doug explained that these services are required by our landfill permit. After a discussion, Bob made a motion to approve the Compliance Services Agreement for $14,700.00 plus $5,000.00 for additional services through the year. Jean seconded and the motion carried unanimously.

Engineer's Update. Doug thanked us for the contract and stated that he looked forward to working with us for another year.

Manager's Update. Marcia stated that the January Meeting would be the bi annual meeting and the 5th Board Member would be elected at that meeting.

Bob stated that Aaron Price would be his replacement starting at the January Meeting.

The landfill attorney will be discussed at the January Meeting.

Meeting adjourned at 11:17 a.m.

City Council Regular **6.**
Meeting Date: 12/03/2012

Information

Subject
Council Reports

Information

Meeting Date: 12/03/2012

Information

Subject

Consider "C" Street proposal

Information

In your packet is a letter from Ken Birkenholtz, Simpson College Vice President for Business & Finance, requesting that "C" Street from Girard Avenue to Clinton Avenue except the north 174 feet be vacated, closed and transferred to the College upon such terms and conditions as are mutually agreeable.

City Council Regular **8. A. 1. a.**

Meeting Date: 12/03/2012

Information

Subject

Consider setting December 17, 2012 as a public hearing and first consideration to vacate and sell "C" Street between Girard Avenue to Clinton Avenue except the north 174 feet to Simpson College

Information

Council needs to consider setting December 17, 2012 as a public hearing and first consideration to vacate and sell North "C" Street between Girard Avenue to Clinton Avenue except the north 174 feet to Simpson College.

Simple motion is in order.

Attachments

Simpson Request

SIMPSON COLLEGE

November 27, 2012

Eric Hanson, City Manager
City of Indianola
110 N 1st St
Indianola, IA 50125

Dear Eric,

Simpson College hereby requests that the following street be vacated and closed: C Street from Girard Avenue to Clinton Avenue except the north 174 feet thereof.

Subsequent to said closing Simpson College hereby further requests that this portion of C Street be transferred to the College upon such terms and conditions as are mutually agreeable.

Please do not hesitate to contact me should you require additional information.

Sincerely,

Ken Birkenholtz
Vice President for Business & Finance

Office of Business and Finance

701 North C Street • Indianola, Iowa 50125 • 515-961-1655 • fax: 515-961-1498

Information

Subject

Consider contract for 1206 W. 2nd legally described as Auditors Outlots OL 122 and Days Outlots W. 48' OL 4-5-11 for $189,500 and issue a handwritten warrant

Information

The J/K re-alignment project has been in the city's Capital Plan since 2002 and was on hold until the property owners decided to sell. Community Development Director Chuck Burgin received word early in 2011 from the owners that they were interested in selling. On April 2011, council authorized staff to negotiate a price for the land and provide a recommendation. Chuck obtained an appraisal for the two parcels in an amount of $189,500 ($138,500 and $51,000 for parcel 1 and 2 respectfully).

Negotiations are complete and the contract for 1206 W. 2nd in an amount of $189,500 is in your packet.

Simple motion is in order to approve the contract and issue a handwritten warrant in an amount not to exceed $189,500.

Attachments

Contract A

Contract B

Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Stephen A. Hall, 115 S. Howard, Indianola, IA 50125, Phone: (515) 961-2509

Taxpayer Information: (Name and complete address)
City of Indianola, 110 N. 1st Street, Indianola, IA 50125

Return Document To: (Name and complete address)
Stephen A. Hall, 115 S. Howard, Indianola, IA 50125, Phone: (515) 961-2509

Grantors:
Larry E. Champlin and Alice M. Champlin

Grantees:
City of Indianola

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Stephen A. Hall

REAL ESTATE CONTRACT
(SHORT FORM)

IT IS AGREED between Larry E. Champlin and Alice M. Champlin, husband and wife,

("Sellers"); and

City of Indianola,

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Warren County, Iowa, described as:

Part of Lots 4, 5 and 11, Day's Outlots, City of Indianola, Iowa described as follows: Beginning at the Northwest corner of said Lot 4, thence East 48.0 feet to the West right-of-way of South J St.; thence South 01°01' East along said right-of-way 501.9 feet to the right-of-way of Highway 92; thence South 64° 43' West along said right-of-way 56.2 feet; thence North along the West side of said Lots 11, 5 and 4 a distance of 525.5 feet to the point of beginning. Said tract contains .565 of an acre, more or less.

with any easements and appurtenant servient estates, but subject to the following:

a. any zoning and other ordinances;
b. any covenants of record;
c. any easements of record for public utilities, roads and highways; and
d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is Fifty-One Thousand and 0/100 Dollars ($ 51,000.00) of which

Dollars ($________) has been paid. Buyers shall pay the balance to Sellers at ________,

or as directed by Sellers, as follows:

on or before closing and upon the seller providing an abstract showing merchantable title.

2. INTEREST. Buyers shall pay interest from ____________________ on the unpaid balance, at the rate of 12 percent per annum, payable ____. Buyers shall also pay interest at the rate of _____ percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay
All real estate taxes due and delinquent April 1, 2013; 83.84% of real estate taxes due October 1, 2013.

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or ____________________. All other special assessments shall be paid by Buyers.

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on December 4, 2012, provided Buyers are not in default under this contract. Closing shall be on December 4, 2012.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract ____________________ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. DEED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by ____________________ deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES. a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: ______________________ ______________________________
BUYERS

Dated: ______________________ ______________________________
BUYERS

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

C. ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~ ____

20. ADDITIONAL PROVISIONS.

Dated: Nov 2, 2012

Larry E. Champlin
Larry E. Champlin

Alice M. Champlin
Alice M. Champlin SELLERS ______________________________ BUYERS

STATE OF IOWA, COUNTY OF WARREN

This instrument was acknowledged before me on ______________________, by,

Larry E. Champlin and Alice M. Champlin

Stephen A. Hall
Stephen A. Hall, Notary Public

NOTARIAL SEAL IOWA
STEPHEN A. HALL
COMMISSION NO. 006222
MY COMMISSION EXPIRES
SEPT 22 2013

Stephen A. Hall

STATE OF IOWA, COUNTY OF WARREN, ss:

On this ________ day of ______________, ______, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenan Bresnan and Diana Bowlin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. ________________ passed by Resolution of the City Council under Roll Call No. ________________ of the City Council on the _______ day of ______________, __________; and Kenan Bresnan and Diana Bowlin acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

____

______________________________, Notary Public in and for said State.

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of municipalities

Real Estate Contract - Short Form

THE IOWA STATE BAR ASSOCIATION
Official Form No. 143
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)
Stephen A. Hall, 115 S. Howard, Indianola, IA 50125, Phone: (515) 961-2509

Taxpayer Information: (Name and complete address)
City of Indianola, 110 N. 1st Street, Indianola, IA 50125

Return Document To: (Name and complete address)
Stephen A. Hall, 115 S. Howard, Indianola, IA 50125, Phone: (515) 961-2509

Grantors:
Jasper L. Champlin Estate by Larry E. Champlin, Executor

Grantees:
City of Indianola

Legal description: See Page 2

Document or instrument number of previously recorded documents:

Stephen A. Hall

REAL ESTATE CONTRACT
(SHORT FORM)

IT IS AGREED between Jasper L. Champlin Estate by Larry E. Champlin, Executor,

("Sellers"); and

City of Indianola,

("Buyers").

Sellers agree to sell and Buyers agree to buy real estate in Warren County, Iowa, described as:

Outlet One Hundred Twenty-two (122) of Auditor's Plat of Out Lots to the City of Indianola, Iowa.

with any easements and appurtenant servient estates, but subject to the following:

a. any zoning and other ordinances;

b. any covenants of record;

c. any easements of record for public utilities, roads and highways; and

d. (consider: liens; mineral rights; other easements; interest of others.)

(the "Real Estate"), upon the following terms:

1. **PRICE.** The total purchase price for the Real Estate is One Hundred Thirty-Eight Thousand Five Hundred and 0/100 Dollars ($ 138,500.00) of which

Dollars ($______) has been paid. Buyers shall pay the balance to Sellers at ______,

or as directed by Sellers, as follows:

on or before closing and upon the seller providing an abstract showing merchantable title.

2. INTEREST. Buyers shall pay interest from ____________________ on the unpaid balance, at the rate of 12 percent per annum, payable ____________________. Buyers shall also pay interest at the rate of ______ percent per annum on all delinquent amounts and any sum reasonably advanced by Sellers to protect their interest in this contract, computed from the date of the delinquency or advance.

3. REAL ESTATE TAXES. Sellers shall pay All real estate taxes due and delinquent April 1, 2013; 83.84% of real estate taxes due October 1, 2013.

and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of this contract or ____________________. All other special assessments shall be paid by Buyers.

5. POSSESSION CLOSING. Sellers shall give Buyers possession of the Real Estate on December 4, 2012, provided Buyers are not in default under this contract. Closing shall be on December 4, 2012.

6. INSURANCE. Sellers shall maintain existing insurance upon the Real Estate until the date of possession. Buyers shall accept insurance proceeds instead of Sellers replacing or repairing damaged improvements. After possession and until full payment of the purchase price, Buyers shall keep the improvements on the Real Estate insured against loss by fire, tornado, and extended coverage for a sum not less than 80 percent of full insurable value payable to the Sellers and Buyers as their interests may appear. Buyers shall provide Sellers with evidence of such insurance.

7. ABSTRACT AND TITLE. Sellers, at their expense, shall promptly obtain an abstract of title to the Real Estate continued through the date of this contract ____________________ and deliver it to Buyers for examination. It shall show merchantable title in Sellers in or conformity with this contract, Iowa law and the Title Standards of the Iowa State Bar Association. The abstract shall become the property of the Buyers when the purchase price is paid in full, however, Buyers reserve the right to occasionally use the abstract prior to full payment of the purchase price. Sellers shall pay the costs of any additional abstracting and title work due to any act or omission of Sellers, including transfers by or the death of Sellers or their assignees.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)

9. CARE OF PROPERTY. Buyers shall take good care of the property; shall keep the buildings and other improvements now or later placed on the Real Estate in good and reasonable repair and shall not injure, destroy or remove the property during the term of this contract. Buyers shall not make any material alteration to the Real Estate without the written consent of the Sellers.

10. DEED. Upon payment of purchase price, Sellers shall convey the Real Estate to Buyers or their assignees, by ____________________ deed, free and clear of all liens, restrictions, and encumbrances except as provided herein. Any general warranties of title shall extend only to the date of this contract, with special warranties as to acts of Sellers continuing up to time of delivery of the deed.

11. REMEDIES OF THE PARTIES. a. If Buyers (a) fail to make the payments aforesaid, or any part thereof, as same become due; or (b) fail to pay the taxes or special assessments or charges, or any part thereof, levied upon said property, or assessed against it, by any taxing body before any of such items become delinquent; or (c) fail to keep the property insured; or (d) fail to keep it in reasonable repair as herein required; or (e) fail to perform any of the agreements as herein made or required; then Sellers, in addition to any and all other legal and equitable remedies which they may have, at their option, may proceed to forfeit and cancel this contract as provided by law (Chapter 656 Code of Iowa). Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and/or improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract ; and upon completion of such forfeiture, if the Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of lease, and may accordingly be ousted and removed as such as provided by law.

b. If Buyers fail to timely perform this contract, Sellers, at their option, may elect to declare the entire balance immediately due and payable after such notice, if any, as may be required by Chapter 654, The Code. Thereafter this contract may be foreclosed in equity and the court may appoint a receiver to take immediate possession of the property and of the revenues and income accruing therefrom and to rent or cultivate the same as the receiver may deem best for the interest of all parties concerned, and such receiver shall be liable to account to Buyers only for the net profits, after application of rents, issues and profits from the costs and expenses of the receivership and foreclosure and upon the contract obligation.

It is agreed that if this contract covers less than ten (10) acres of land, and in the event of the foreclosure of this contract and sale of the property by sheriff's sale in such foreclosure proceedings, the time of one year for redemption from said sale provided by the statutes of the State of Iowa shall be reduced to six (6) months provided the Sellers, in such action file an election to waive any deficiency judgment against Buyers which may arise out of the foreclosure proceedings; all to be consistent with the provisions of Chapter 628 of the Iowa Code. If the redemption period is so reduced, for the first three (3) months after sale such right of redemption shall be exclusive to the Buyers, and the time periods in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to four (4) months.

It is further agreed that the period of redemption after a foreclosure of this contract shall be reduced to sixty (60) days if all of the three following contingencies develop: (1) The real estate is less than ten (10) acres in size; (2) the Court finds affirmatively that the said real estate has been abandoned by the owners and those persons personally liable under this contract at the time of such foreclosure; and (3) Sellers in such action file an election to waive any deficiency judgment against Buyers or their successor in interest in such action. If the redemption period is so reduced, Buyers or their successors in interest or the owner shall have the exclusive right to redeem for the first thirty (30) days after such sale, and the time provided for redemption by creditors as provided in Sections 628.5, 628.15 and 628.16 of the Iowa Code shall be reduced to forty (40) days. Entry of appearance by pleading or docket entry by or on behalf of Buyers shall be presumption that the property is not abandoned. Any such redemption period shall be consistent with all of the provisions of Chapter 628 of the Iowa Code. This paragraph shall not be construed to limit or otherwise affect any other redemption provisions contained in Chapter 628 of the Iowa Code. Upon completion of such forfeiture Buyers shall have no right of reclamation or compensation for money paid, or improvements made; but such payments and for improvements if any shall be retained and kept by Sellers as compensation for the use of said property, and/or as liquidated damages for breach of this contract; and upon completion of such forfeiture, if Buyers, or any other person or persons shall be in possession of said real estate or any part thereof, such party or parties in possession shall at once peacefully remove therefrom, or failing to do so may be treated as tenants holding over, unlawfully after the expiration of a lease, and may accordingly be ousted and removed as such as provided by law.

c. If Sellers fail to timely perform their obligations under this contract, Buyers shall have the right to terminate this contract and have all payments made returned to them.

d. Buyers and Sellers are also entitled to utilize any and all other remedies or actions at law or in equity available to them.

e. In any action or proceeding relating to this contract the successful party shall be entitled to receive reasonable attorney's fees and costs as permitted by law.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding this contract, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full right of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 10.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. PERSONAL PROPERTY. If this contract includes the sale of any personal property, Buyers grant the Sellers a security interest in the personal property and Buyers shall execute the necessary financing statements and deliver them to Sellers.

16. CONSTRUCTION. Words and phrases in this contract shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

17. RELEASE OF RIGHTS. Each of the Sellers hereby relinquishes all rights of dower, homestead and distributive share in and to the property and waives all rights of exemption as to any of the property.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY SIGNING THIS CONTRACT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS PROPERTY WITH RESPECT TO CLAIMS BASED UPON THIS CONTRACT.

Dated: ____________________ ____________________________________

BUYERS

Dated: ____________________ ____________________________________

BUYERS

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Delete inappropriate alternatives below. If no deletions are made, the provisions set forth in Paragraph A shall be deemed selected.

A. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

B. ~~The Property is served by a private sewage disposal system, or there is a private sewage disposal system on the Property. Seller and Buyer agree to the provision selected in the attached Addendum for Inspection of Private Sewage Disposal System.~~

C. ~~Seller and Buyer agree that this transaction IS exempt from the time of transfer inspection requirements by reason that~~ ____

____.

20. ADDITIONAL PROVISIONS.

All buildings sold and accepted in "as is" condition and will be razed by buyer.

Dated: ____________________ , ________

Jasper L. Champlin Estate by Larry E. Champlin, Executor

City of Indianola by Kenan Bresnan, Mayor

SELLERS

Attest: Diana Bowlin, City Clerk

BUYERS

STATE OF IOWA, COUNTY OF WARREN

This instrument was acknowledged before me on ____________________________________, by,

____

____.

____

Stephen A. Hall, Notary Public

Stephen A. Hall

STATE OF IOWA, COUNTY OF WARREN, ss:

On this 2 day of NOVEMBER, 2012, before me, the undersigned, a Notary Public in and for the said State, personally appeared Larry E. Champlin to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Stephen A. Hall

STEPHEN A HALL, Notary Public in and for said State.

NOTARIAL SEAL IOWA
STEPHEN A. HALL
COMMISSION NO. 006222
MY COMMISSION EXPIRES
SEPT. 22, 2013

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of an individual fiduciary

STATE OF IOWA, COUNTY OF WARREN , ss:

On this ________ day of ______________, ______, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kenan Bresnan and Diana Bowlin , to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola , Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance No. ____________________ passed by Resolution of the City Council under Roll Call No. ____________________ of the City Council on the _______ day of ________________, _________ ; and Kenan Bresnan and Diana Bowlin acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

____

________________________________, Notary Public in and for said State.

(Section 558.39, Code of Iowa)

Acknowledgment: For use in the case of municipalities

City Council Regular **9. A.**
Meeting Date: 12/03/2012

Information

Subject
Public comment

Information

City Council Regular **9. B.**
Meeting Date: 12/03/2012

Information

Subject

Enter into closed session to discuss labor negotiations pursuant to Iowa Code Section 20.17(3)

Information

Council needs to enter into closed session to discuss labor negotiations.

Simple motion is in order.