



CITY OF INDIANOLA COUNCIL MEETING

February 13, 2017

6:00 p.m.

City Hall Conference Room

Agenda

1. Call to order
2. Roll call
3. Discuss civic organization requests
4. Other Business
5. Adjourn

Meeting Date: 02/13/2017

Subject

Roll call

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/13/2017

Subject

Discuss civic organization requests

Information

In your packet are the following:

- Spreadsheet showing payments to other agencies
 - 28E Agreement with BRAVO
 - 28E Agreement with Greater Des Moines Tourism and Convention
 - Kiya Koda's contract from 1994
-

Fiscal Impact

Attachments

Spreadsheet
BRAVO Agreement
DM Tourism & Convention
Kiya Koda Agreement

			Hotel Motel Tax	General Fund	TIF Fund
28E BRAVO	2/7	28.6%	23,000		
NBC				15,000	
DM Metro OPERA				18,000	
INDIANOLA CONCERT ASSN				300	
GDP				5,000	
28E CVB	2/7	28.6%	23,000		
IMPACT/RR				8,750	
Chamber				35,000	
WCEDC					25,000
KIB				6,000	
Parks and Rec	1/4	25.0%	20,125		
General Fund Contribution	5/28	17.9%	14,375		
		100.0%	80,500	88,050	25,000



Matt Schultz
Secretary of State
State of Iowa

28E Agreement

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PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Bravo Greater Des Moines, Inc.	Private or Nonprofit	Polk
Party 2	City of Indianola	City	Warren
Party 3			
Party 4			
Party 5			

**Enter "Other" if
not in Iowa*

Item 2. The type of Public Service included in this agreement is: 510 Parks and Recreation
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)

Support cultural community of Greater DM Area by increasing cultural awareness/advocacy/funding/fostering collaboration among cultural orgs. and increasing stability of Bravo in carrying out its goals for the benefit of Greater DM Area

Item 4. The duration of this agreement is: (check one) ☐ Agreement Expires _____ ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☐ NO

☒ YES Filing # of the agreement: M503972

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name _____ FIRST Name _____

Title _____ Department _____

Email _____ Phone _____

**AGREEMENT BETWEEN THE CITY OF INDIANOLA AND
BRAVO GREATER DES MOINES, INC.**

This Agreement is made and entered into on this 7th day of March, 2011, (the "Execution Date") by and between the City of Indianola, Iowa (the "City of Indianola"), and Bravo Greater Des Moines, Inc. ("Bravo") an Iowa not-for-profit corporation, pursuant to the provisions of Chapter 28E, Code of Iowa. The Agreement shall be effective with respect to Commitments beginning July 1, 2011 (the "Effective Date").

That inasmuch as Bravo is organized for the purpose of assisting the cultural community of Polk County and contiguous counties (the "Greater Des Moines Area") in providing an enriched quality of life by increasing cultural awareness, advocacy, and funding, as well as by fostering collaboration among cultural organizations.

That the City of Indianola has as a goal the unification and coordination of monies for the use and benefit of the cultural community and specifically the cultural organizations eligible for funding by Bravo. The City of Indianola is committed to the reasonable stewardship of monies for arts and cultural purposes.

That the City of Indianola and Bravo entered into an agreement effective September 20, 2010 through June 30, 2011, which agreement was filed with the Iowa Secretary of State on October 20, 2010, and, in order to continue the underlying purpose of such prior agreement, the City of Indianola and Bravo desire to enter into this Agreement.

That the City of Indianola and Bravo agree as follows:

I. DEFINITIONS

- (1) "Hotel/Motel Tax" means a tax imposed in accordance with Chapter 423A of the Code of Iowa, 2011, or similar successor provisions.
- (2) "Hotel/Motel Tax Revenues" means the funds remitted to the City of Indianola by the Treasurer of the State of Iowa from the local Transient Guest Tax Fund in accordance with provisions of Chapter 423A of the Code of Iowa, 2011, and the rules promulgated by the Director of the Iowa Department of Revenue thereunder, or similar successor provisions, representing the proceeds collected by the State of Iowa from the Hotel/Motel Tax imposed by the City of Indianola.

II. PRE-CONDITIONS TO OBLIGATIONS OF THE CITY OF INDIANOLA

- (1) The parties understand and intend that the City of Indianola's obligation to make the payments hereunder shall be limited to the Hotel/Motel Tax Revenues available to the City of Indianola and shall not constitute a legal indebtedness of the City of Indianola within the meaning of any applicable constitutional or statutory debt limitation. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the

creation of, such a legal indebtedness of the City of Indianola, the enforcement of the payment provisions of this Agreement shall be suspended and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties.

III. COVENANT FROM CITY OF INDIANOLA

- (1) The City of Indianola does hereby agree to pay Bravo for the promotion of arts and cultural activities in the Greater Des Moines Area (a) for fiscal years 2011-2014 the amounts shown in the chart below and (b) for fiscal year 2015 and all subsequent fiscal years for the entire term of this Agreement and all extensions thereof, the City of Indianola agrees to pay to Bravo 2/7 of its Hotel/Motel Tax Revenues attributable to periods after June 30, 2015 (together, the "Commitment") with all funds paid pursuant to the Commitment to be distributed and expended by Bravo in the manner set forth in this Agreement and the bylaws of Bravo:

Year	Flat Amount (a)	Percentage of Hotel/Motel Tax Revenues (b)	Total
FY2011	\$2,500.00	0%	a+b
FY2012	\$2,000.00	7.1% (1/4 of 2/7 of Hotel/Motel Tax Revenues attributable to fiscal year 2012)	a+b
FY2013	\$1,500.00	14.3% (1/2 of 2/7 of Hotel/Motel Tax Revenues attributable to fiscal year 2013)	a+b
FY2014	\$1,000.00	21.4% (3/4 of 2/7 of Hotel/Motel Tax Revenues attributable to fiscal year 2014)	a+b

- (2) The City of Indianola shall take all action necessary to implement disbursement of the Commitment. Payment of the Commitment to Bravo shall be made in quarterly installments, paid no later than 30 days following the date on which the City receives the quarterly remittance of Hotel/Motel Tax Revenues for the prior fiscal quarter.
- (3) If Chapter 423A of the Code of Iowa is amended to permit and the City of Indianola subsequently imposes a Hotel/Motel Tax in excess of 7%, the Commitment shall be limited to 2/7 of Hotel/Motel Tax Revenues derived from the initial 7% of tax.

IV. PURPOSE

The purpose of this Agreement is to facilitate and support the cultural community of the Greater Des Moines Area in providing an enriched quality of life by increasing cultural awareness, advocacy and funding as well as by fostering collaboration among cultural organizations and increasing stability of Bravo in carrying out its goals for the benefit of the Greater Des Moines Area. This Agreement is not intended to establish a separate legal entity.

V. ACCOUNTING OF BENEFITS

- (1) Bravo shall administer the undertakings between the City of Indianola and Bravo as described herein, and Bravo shall acquire, hold and disburse its assets, including the Commitment, in accordance with the purpose and terms stated herein and the governing documents of Bravo. Upon request, Bravo shall provide to the City of Indianola copies of the governing documents, including applicable bylaws and policy guidelines. The City of Indianola hereby appoints its City Manager to administer this Agreement with Bravo, and Bravo hereby appoints its President to administer this Agreement with the City of Indianola. Bravo shall post on its website notice of the time, location and agenda for its board meetings and shall provide minutes of action taken via email to the City Manager or its designee.
- (2) The City of Indianola and Bravo acknowledge that the communities within the Greater Des Moines Area that make payment commitments to Bravo (Polk County and the described communities are together the "Participating Communities") and not-for-profit cultural organizations within such Participating Communities may, as part of a cultural improvements capital campaign, apply for grant funding. Bravo shall establish a separate fund to provide matching funds to support the capital campaigns of not-for-profit cultural organizations within such Participating Communities (the "Fund"). Bravo shall allocate a portion of the aggregate of the Commitment payments by the City of Indianola and contributions by other Participating Communities so there is a balance of between \$150,000 and \$450,000 in the Fund at the commencement of each fiscal year. In order to increase the amount of funding available for cultural improvement campaigns, Bravo shall allocate an additional \$150,000 to the Fund each fiscal year provided that the Fund does not exceed an end of fiscal year balance of \$450,000. For a not-for-profit cultural organization to be eligible to receive a disbursement from the Fund, the not-for-profit cultural organization must make a presentation regarding its capital campaign to Bravo before the not-for-profit cultural organization approaches any of the Participating Communities for a contribution. Bravo, in its reasonable discretion shall make determinations on Fund disbursements for proposed cultural capital campaigns within the Participating Communities in such manner that will enhance the competitiveness of the grant funding applications and further the purpose of this Agreement. The City of Indianola

and Bravo acknowledge that any matching funds provided by Bravo for a not-for-profit cultural organization's capital campaign shall not be intended or construed as the sole or exclusive capital funding source to be provided by Participating Communities for such project.

- (3) Bravo shall present to the City Manager of the City of **Indianola** no later than 30 days after Bravo's Board of Directors approves Bravo's audited fiscal year financial statements, a full accounting of Bravo's revenues, disbursements and operations for such year in a form reasonably acceptable to the City ("Financial Statements"). The Financial Statements will include the annual salaries paid to officers and employees of Bravo and a summary of the disbursement awards made by Bravo during the fiscal year, including for each recipient of an award the amount awarded and a brief description of the approved uses for the award. Upon request, Bravo shall provide the City of Indianola with copies of recipient funding agreements. The fiscal year of Bravo ends each June 30.
- (4) The Financial Statements shall be prepared by Bravo and certified by an independent auditor selected by Bravo.

VI. OPERATIONS AND FINANCES

Bravo shall prepare and submit to the Indianola City Council prior to the commencement of each of Bravo's fiscal years a distribution plan for the Commitment payments from the City of Indianola and contributions by the other Participating Communities (the "Plan"). The Plan for the 2011-12 fiscal year shall be submitted to the Indianola City Council prior to the Effective Date. All expenditures of public funds by Bravo shall be made pursuant to the Plan. Notwithstanding anything in this Agreement to the contrary, Bravo may, once each fiscal year, submit a revised Plan to the Indianola City Council and the governing bodies of the other Participating Communities to reallocate up to ten percent (10%) of the Commitment payments from the City of Indianola and contributions by the other Participating Communities for the fiscal year.

VII. DURATION AND TERMINATION

- (1) This Agreement shall continue in effect from the Effective Date until terminated in accordance with the terms of this Article VII.
- (2) This Agreement may be terminated by either party as provided in this paragraph. Any such termination may be accomplished only by delivery of notice to the other party not later than January 1 of any given year after the year ending December 31, 2013 and shall be effective on July 1 occurring eighteen (18) months after the January 1 following the giving of the required notice.
- (3) In the event that another Participating Community submits notice to Bravo to terminate its payment commitment agreement with Bravo, Bravo shall provide a copy of such notice to the City of Indianola. The City of Indianola may then

deliver to Bravo notice to terminate this Agreement with an effective date that coincides with the termination date applicable to the terminating Participating Community. Such notice to terminate shall become invalid if the terminating Participating Community withdraws or otherwise revokes its termination notice prior to the effective date.

- (4) Notwithstanding paragraphs (2) or (3) above, in the event that any part of the Commitment is disbursed or expended by Bravo in violation of the terms of this Agreement, the City may deliver to Bravo a notice to cure or remedy such default or breach within sixty (60) days and if such default or breach is not remedied within such cure period, this Agreement shall promptly terminate.
- (5) This Agreement shall terminate if Chapter 423A of the Code of Iowa is either: (a) repealed or amended to remove the authority of the City of Indianola to collect the Hotel/Motel Tax at a rate of at least 7% or (b) so modified that the purpose of the Agreement can no longer be carried out. If the Agreement terminates pursuant to the previous sentence, the termination date shall be the June 30 coinciding with or next following the effective date of the statutory change that causes the termination.
- (5) This Agreement shall terminate if an alternative, reliable funding source is secured for Bravo that provides funding to Bravo, in the reasonable determination of the Bravo board of directors, that is comparable in amount to the annual funding streams Bravo has secured in the aggregate through 28E agreements with the cities, counties and municipalities of the Greater Des Moines Area (for example, if Chapter 423A of the Code of Iowa were amended to increase the Hotel/Motel tax and to direct a portion of the increase to Bravo in an amount comparable to the annual funding streams expected from 28E agreements already in place). If a reliable alternative funding source is secured for Bravo, which partially replaces the funds provided by the City of Indianola to Bravo, the amount of annual funding provided to Bravo pursuant to this Agreement shall be reduced proportionately in such amount as the parties may reasonably determine. If the Agreement terminates pursuant to this paragraph, the termination date shall be the June 30 coinciding with or next following the effective date of the alternative funding source that causes the termination.
- (6) Any notice or demand required or desired to be given hereunder shall be in writing and deemed given when personally delivered or when deposited in the United States mail, postage prepaid, sent certified or registered, and addressed as follows:

If to the City of Indianola, to:

City of Indianola
110 North First Street
Indianola, IA 50125

Attention: City Administrator

If to Bravo, to:

Bravo Greater Des Moines, Inc.
Kathleen K. Law
Nyemaster Goode Law Firm
700 Walnut Street, Suite 1600
Des Moines, Iowa 50309

With a copy to:

Bravo Greater Des Moines, Inc.
Attn: MD Isley
1915 Grand Avenue
Des Moines, IA 50309

or to such other address or person as hereafter shall be designated in writing by the applicable party.

VIII. AMENDMENT OF AGREEMENT

Any amendment to this Agreement shall be made in writing upon agreement of the City of Indianola and Bravo and after appropriate discussion and public dialogue, and such amendment has been approved by resolution of the City of Indianola City Council.

IX. MISCELLANEOUS

- (1) This Agreement has been made and entered into solely for the benefit of the goals and objectives of the City of Indianola and Bravo as expressly provided herein and is not intended to create any rights in any other person.
- (2) Notwithstanding anything in this Agreement to the contrary, any liabilities, debts, or other obligations experienced by Bravo as a corporation/body or its members shall not be the responsibility of the City of Indianola.
- (3) While this Agreement is in effect, the City of Indianola shall have the right to designate one person to serve on the Board of Directors of Bravo.
- (4) It is the intention and expectation of Bravo and the City of Indianola that no organization that receives funding from Bravo during the term of this Agreement will approach the City of Indianola for additional operational funding during the term of this Agreement. This expectation does not apply to: (1) any member of Bravo that is owned, managed or operated by the City of Indianola or a political subdivision of the City; or (2) capital campaigns.
- (5) Each of the City of Indianola and Bravo shall pay its own costs incurred to negotiate, amend, abide by or terminate this Agreement.

- (6) After execution by the parties, this Agreement shall be filed with the Iowa Secretary of State in an electronic format in accordance with the provisions of Iowa Code § 28E.8.
- (7) As of the Effective Date, this Agreement is intended to replace the prior agreements referred to in paragraph four of the preamble to this document.

BRAVO GREATER DES MOINES, INC.

By: Brian Laurenzo
Print Name: Brian Laurenzo
Print Title: Chair

CITY OF INDIANOLA

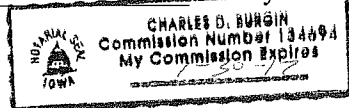
By: Jean Furler
Print Name: Jean Furler
Print Title: Finance Director

Attest: Diana Buhl
City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

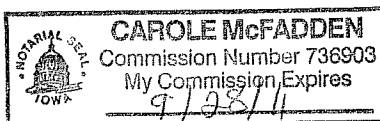
On this 7th day of March, 2011, before me a Notary Public in and for said County, personally appeared Jean Furler and Diana Buhl to me personally known, who being duly sworn, did say that they are the Finance Director and City Clerk, respectively of the City of Indianola, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said Finance Director and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

Charles D. Burgin
Notary Public for State of Iowa



STATE OF IOWA, COUNTY OF POLK)SS

This instrument was acknowledged before me this June 29, 2011 by Brian Laurenzo as Chairman of Bravo Greater Des Moines, Inc.



Carole McFadden
Notary Public



Matt Schultz
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

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PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	City of Clive	City	Polk
Party 2	City of Indianola	City	Warren
Party 3	City of Des Moines	City	Polk
Party 4	City of Johnston	City	Polk
Party 5	County of Polk	County	Polk

**Enter "Other" if
not in Iowa*

Item 2. The type of Public Service included in this agreement is: 0 Unknown Service Type
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: (please be specific)

Addition of the City of Indianola to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in Des Moines, IA

Item 4. The duration of this agreement is: (check one) ☐ Agreement Expires ☒ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? (check one)

☒ **NO**

☐ **YES** Filing # of the agreement:

(Use the filing number of the most recent version filed for this agreement)

The filing number of the agreement may be found by searching the 28E database at: www.sos.state.ia.us/28E.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: (optional)

LAST Name Cortum **FIRST** Name Joyce

Title Deputy City Clerk Department Deputy City Clerk

Email jcortum@cityofclive.com Phone 515-223-6220



FOR OFFICE USE ONLY:

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[illegible]

*Enter "Other" if
not in Iowa

AMENDMENT TO INTERGOVERNMENTAL
AGREEMENT FOR THE PROMOTION OF
TOURISM AND CONVENTION ACTIVITIES
IN THE GREATER DES MOINES AREA

This Amendment to Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area (Amendment) is made and entered into this 15 day of October, 2012, by and among the City of Altoona, Iowa, the City of Ankeny, Iowa, the City of Clive, Iowa, the City of Des Moines, Iowa, the City of Grimes, Iowa, the City of Johnston, Iowa, the City of Perry, Iowa, the City of Pleasant Hill, Iowa, the City of Urbandale, Iowa, the City of West Des Moines, Iowa, the City of Windsor Heights, Iowa, and the County of Polk, Iowa (collectively, the "Existing Parties") and the City of Indianola, Iowa.

WHEREAS, each of the Existing Parties is a party to that certain Intergovernmental Agreement for the Promotion of Tourism and Convention Activities in the Greater Des Moines, Iowa Area entered into pursuant to the provisions of Chapter 28E of the Code of Iowa, and filed for record in Polk County, Iowa on May 13, 1985 at Book 5452, Page 479 (the "Agreement"); and

WHEREAS, pursuant to Article V(G) of the Agreement, the Existing Parties desire to amend the Agreement to admit, as a new party to the Agreement, the City of Indianola, Iowa; pursuant to the terms and conditions of this Amendment; and

WHEREAS, the City of Indianola, Iowa desires to enter into this Amendment for the purpose of becoming a party to the Agreement, pursuant to the terms and conditions set forth in this Amendment.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, the parties to the Amendment agree as follows:

1. The following new paragraph is hereby added at the end of Article V(G) of the Agreement:

Notwithstanding the foregoing, the City of Indianola, Iowa, is hereby admitted as a party to this Agreement, effective November 30, 2012, and such municipality shall abide by all of the terms and conditions of this Agreement. Except as otherwise set forth below, with respect to its financial obligations during the period November 30, 2012 to June 30, 2014, the Mayor of the City of Indianola or his or her designee shall serve as an ex-officio member of the Board only and shall not be entitled to vote on matters presented to the Board for consideration.

2. The following new paragraph is hereby added at the end of the Agreement:

Notwithstanding the foregoing, during the period November 30, 2012 to June 30, 2015, the financial obligations of the City of Indianola to the CVB is as follows: (1) during the period November 30, 2012 to June 30, 2013, the City

of Indianola shall pay directly to the CVB \$2727.67, which is one-half of one-seventh of its Hotel-Motel Tax Revenues for use by the CVB in accordance with the terms of this Agreement. (2) during the period July 1, 2013 to June 30, 2014, the City of Indianola shall pay directly to the CVB at least one-seventh of its Hotel-Motel Tax Revenue for use by the CVB in accordance with the terms of this Agreement. All such payments shall be made in accordance with the terms of this Section as set forth above. (3) during the period July 1, 2014 to June 30, 2015, the City of Indianola shall pay directly to the CVB at least two-sevenths of its Hotel-Motel Tax Revenue for use by the CVB in accordance with the terms of this Agreement.

3. Except as specifically amended hereby, the Agreement shall continue in full force and effect.
4. The Existing Parties hereby represent that pursuant to Article V(G) of the Agreement, the admission of the City of Indianola to the Agreement has been approved by Board members holding 2/3 of the votes under the Agreement and is evidenced by the Board resolution attached hereto as Exhibit A and incorporated herein by reference.
5. This Amendment is entered into pursuant to the provisions of Chapter 28E of the Code of Iowa. The parties hereto shall cause this Agreement to be filed with the Secretary of State of Iowa and recorded with the Polk County Recorder.

In witness whereof, the undersigned Joint Board for the Promotion of the Greater Des Moines, Iowa Area, on behalf of the Municipalities and the County, and the City of Indianola, Iowa have executed this Amendment.

JOINT BOARD FOR THE PROMOTION OF
THE GREATER DES MOINES, IOWA AREA

By: _____
Its: _____

CITY OF Indianola, Iowa


Mayor

ATTEST:


City Clerk

CITY OF CLIVE, IOWA

Mayor

ATTEST:

Pamela L. Blessman
City Clerk

CITY OF DES MOINES, IOWA

Mayor

ATTEST:

City Clerk

CITY OF JOHNSTON, IOWA

Mayor

ATTEST:

City Clerk

COUNTY OF POLK, IOWA

Chairperson, Board of Supervisors

ATTEST:

County Auditor

CITY OF URBANDALE, IOWA

Mayor

ATTEST:

City Clerk

CITY OF WEST DES MOINES, IOWA

Mayor

ATTEST:

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

Mayor

ATTEST:

City Clerk

CITY OF ALTOONA, IOWA

Mayor

ATTEST:

City Clerk

CITY OF CLIVE, IOWA

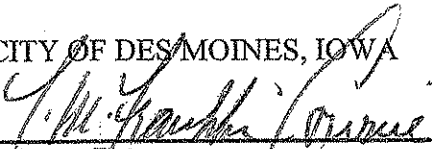
ATTEST:

Mayor

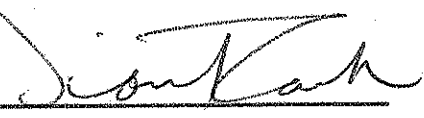
City Clerk

CITY OF DES MOINES, IOWA

ATTEST:



Mayor **T. M. Franklin Cownie**



City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

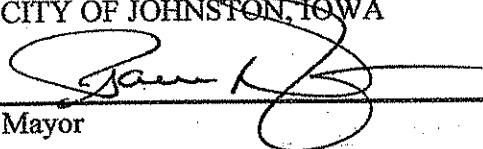
ATTEST:

Mayor

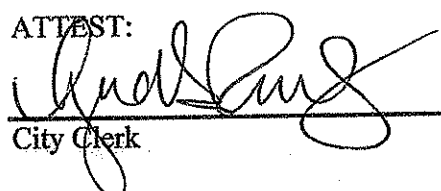
City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:



Mayor



City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Sh. F. Mours 11/6/12
Acting Chairperson, Board of Supervisors

James H. H. H.
County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

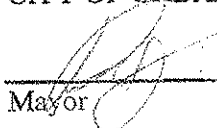
ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:



Mayor



City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

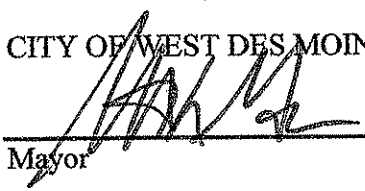
ATTEST:

Mayor

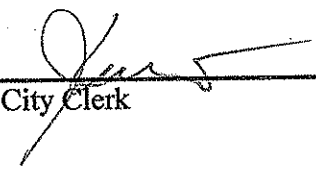
City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:



Mayor



City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:

Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

Mayor

City Clerk

CITY OF CLIVE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF DES MOINES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF JOHNSTON, IOWA

ATTEST:

Mayor

City Clerk

COUNTY OF POLK, IOWA

ATTEST:

Chairperson, Board of Supervisors

County Auditor

CITY OF URBANDALE, IOWA

ATTEST:

Mayor

City Clerk

CITY OF WEST DES MOINES, IOWA

ATTEST:

Mayor

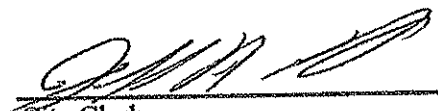
City Clerk

CITY OF WINDSOR HEIGHTS,
IOWA

ATTEST:



Mayor



City Clerk

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ATTEST:

Mayor

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ATTEST:

Mayor

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Mayor

City Clerk

CITY OF ALTOONA, IOWA

ATTEST:

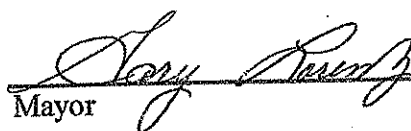
Ann Skip Conley

Mayor

David Laro

City Clerk

CITY OF ANKENY, IOWA


Mayor

ATTEST:


City Clerk

CITY OF GRIMES, IOWA

Mayor

ATTEST:

City Clerk

CITY OF PERRY, IOWA

Mayor

ATTEST:

City Clerk

CITY OF PLEASANT HILL, IOWA

Mayor

ATTEST:

City Clerk

CITY OF ANKENY, IOWA

ATTEST:

Mayor

City Clerk

CITY OF GRIMES, IOWA

ATTEST:



Mayor



City Clerk

CITY OF PERRY, IOWA

ATTEST:

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ATTEST:

Mayor

City Clerk

CITY OF GRIMES, IOWA

ATTEST:

Mayor

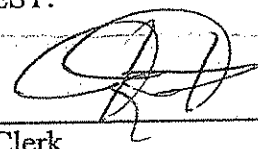
City Clerk

CITY OF PERRY, IOWA

ATTEST:



Mayor



City Clerk

CITY OF PLEASANT HILL, IOWA

ATTEST:

Mayor

City Clerk

CITY OF ANKENY, IOWA

ATTEST:

Mayor

City Clerk

CITY OF GRIMES, IOWA

ATTEST:

Mayor

City Clerk

CITY OF PERRY, IOWA

ATTEST:

Mayor

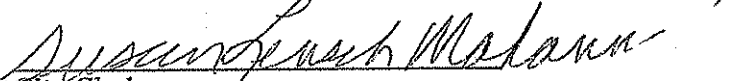
City Clerk

CITY OF PLEASANT HILL, IOWA

ATTEST:



Mayor



City Clerk

DB
9-15-94
orig Mark
PC Mayor
Council
CM
AA
PC

AGREEMENT REGARDING CARE AND DISPOSAL
OF CERTAIN DOMESTIC ANIMALS
IN THE CITY OF INDIANOLA, IOWA

THIS AGREEMENT made and entered into by and between the City of Indianola, Iowa, hereinafter referred to as the City, and Kiya Koda Humane Society, with its principal place of business at Indianola, Iowa, hereinafter referred to as the Society, WITNESSETH:

WHEREAS, it is the mutual desire of the parties hereto that the Society shall take over from the City and the City shall delegate to the Society all of its functions with regard to the housing, care and disposal of dogs, cats and other domestic animals unlawfully at large in the City of Indianola, Warren County, Iowa; and

WHEREAS, it is further mutually desired by the parties that a satisfactory agreement be made of the lawful care and disposition of such domesticated animals unlawfully at large within the City of Indianola, Iowa;

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The Society will furnish adequate housing, shelter, care and disposal of dogs, cats and other domesticated animals other than swine, horses and cattle unlawfully at large and impound them as required by the laws of the State of Iowa and ordinances of the City and will furnish equipment to collect and will collect stray, licensed and unlicensed dogs and stray cats at large within the City in violation of the ordinances now in force, or as hereafter may be amended. The Society will be responsible for the destruction or other disposition of seized dogs or cats not redeemed as provided by law or ordinance and for the disposal of dead animals other than swine, horses and cattle.

2. It shall be the duty and responsibility of the Society to respond to telephone calls or other communications to it, seeking assistance in the catching or removal of domesticated animals; and the Society agrees as a part of its duty and responsibility under this Contract, to seize, if necessary and possible, any domesticated animal contemplated by this agreement concerning which proper complaint may have been made. The City Police shall be responsible for assisting with vicious animals which the Society is not able to handle. Any animal picked up by the Police shall be, as soon as possible, turned over to the Society for proper treatment and disposal under this agreement. The Society further agrees to investigate and pursue proper complaints until finally disposed of in accordance with the applicable ordinances of the City of Indianola and statutes of Iowa, relative to domestic animals contemplated by this agreement.

3. The Society shall keep complete and accurate records of all receipts and disbursements resulting from its operation in the performance of this contract, and shall make the same available for inspection at any reasonable times by anyone legally authorized by the Mayor of the City or the City Council.

The Society shall report to the City monthly the number of animals handled by the Society for the City. The Society shall also report to the City the amount of complaint calls and lost and found calls handled by the Society for the City.

4. The Society shall wholly cooperate with the City and any or all departments of the City in the performance and observance of the ordinances of the City of Indianola, and shall not release any dog to the owner thereof or to any other person except upon the payment of the fees due in accordance with this contract.

5. The Society shall be responsible for the answering of calls and complaints made to it relative to cruel and inhumane treatment of dogs, cats and other domestic animals located within the City of Indianola, and agrees to investigate and pursue such complaints until finally disposed of in accordance with law.

6. The Society will initiate and maintain a proper program of education designed to promote the proper care and treatment of animals and to stimulate public support for such treatment for the enforcement of City Ordinances relating to animal control.

7. When a stray dog or cat is picked up and the dog or cat is licensed, carries a rabies vaccination, identification or its owner is otherwise known to the Society, the Society agrees to give immediate written notification to the owner that the dog or cat is in custody. The Society then agrees to hold the dog or cat seven days after the written notification unless sooner redeemed by the owner, after which time the animal can be humanely destroyed or retained by the Society as it sees fit. Redemption can be made by the owner by paying the charges against the animal as set out in a later portion of this agreement. If a written consent and release to that effect is signed by the owner, the dog or cat can be disposed of at any time after its capture. Any other dog or cat, or in other words a dog which is unlicensed or a dog or cat which does not carry a rabies vaccination, identification and its owner is unknown to the Society shall be retained by the Society for seven days before it is destroyed. The Society shall have the option to retain such animals for a longer time at its own expense as it sees fit. If it is necessary to keep any animal for a period of time because of suspicion of rabies or by virtue of any other applicable Ordinance of the City of Indianola or the Laws of the State of Iowa, the City or other appropriate body shall pay the required fees in the event that no redemption of the animal is made.

8. The Society shall charge to the owner of the animal the sum of \$10.00 for the first animal picked up, \$15.00 for the second animal picked up and \$25.00 for each additional animal picked up exceeding two within a 12 month period. A fee of \$5.00 per day will be charged to the care of the animal. In the event that an animal is claimed by its owner, said party shall pay the Society the pickup fee and the fee for care and board of said animal as set out above and shall pay any vaccination fee required by law. The City shall not be liable to the Society therefor. If the dog, cat or other animal is picked up by the City Police or other City officer, the City will use the same fees charged by the Society for their services, and the proceeds shall be paid to the City.

9. The City shall pay to the Society the sum of \$1,483.33 per month for each month this agreement remains in force for and in consideration of the services to be performed as hereinabove set forth.

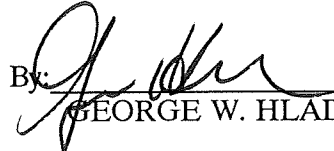
10. The financial obligation of the City to the Society contemplated by this agreement shall be paid unto the Society on a monthly basis under the terms heretofore described.

11. The City in no way agrees to be responsible to any third party for the acts of the Society or any of its members under this agreement. The Society specifically agrees to hold the City harmless from any suit, cause of action or claim in which the City is named a party defendant or the responsible party when the action of which liability is claimed was the act of the Society, one of its members, employees or other party acting under its authority or direction and control.

12. This agreement may be terminated by either party giving the other sixty days written notice of termination.

This contract shall be in force and effect from the 1st day of July, 1994, through June 30, 1995; and the term thereof shall continue for successive three year periods unless terminated by the parties hereto as provided in the preceding paragraph.

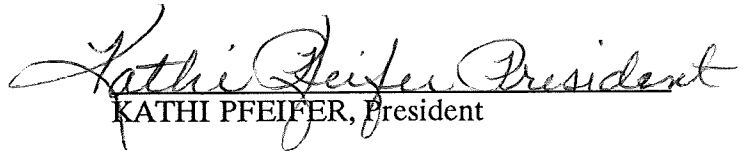
CITY OF INDIANOLA

By: 
GEORGE W. HLADKY, Mayor

ATTEST:


MARK A. RAMTHUN, City Clerk

KIYA KODA HUMANE SOCIETY


KATHI PFEIFER, President


JUDY MCCLYMOND, Treasurer