



CITY OF INDIANOLA COUNCIL MEETING

February 20, 2018

7:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approval of agenda
 - B. February 5, 2018 Minutes
 - C. Applications
 1. A renewal Class "B" Wine Permit, Class "C" Beer Permit and Sunday Sales Privilege for Dollar General Store - 1803 W. 2nd Avenue
 - D. Resolution setting March 19, 2018 as a public hearing of a request from Robin McCord Eyberg Et Al to rezone the West 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa AND the North 1/2 of the Southwest 1/4, Indianola, Iowa, from A-1 (agriculture) to M-2 (general industrial) P&Z unanimously recommended approval on 2/12/18
 - E. Resolution setting March 5, 2018 as a public hearing and first consideration of an amendment to C-2 (highway commercial) zoning to clarify permitted uses (P&Z unanimously recommended approval on 2/12/18)
 - F. Resolution setting March 5, 2018 as a public hearing and first consideration of an ordinance adding new section 90.2 "Private Water Wells"
 - G. Resolution approving a memorandum of understanding between Warren County, Iowa, and the City of Indianola for transportation and detention of arrestees and inmates
 - H. Resolution naming depositories
 - * Indicates where and amount of public funds the city deposits

- I. Claims on the computer printout for February 20, 2018 and the January 2018 receipts
- 6. City Treasurer's Report - Doug Shull
- 7. Council Reports
 - A. Greater Des Moines Convention Report - John Parker
 - B. Receive Catch Des Moines annual report from Greg Edwards, President and CEO
 - C. Consider nomination to the Board of Adjustment
 - D. Metro Advisory - Mayor Kelly B. Shaw
- 8. Mayor's Report - Kelly B. Shaw
 - A. Community Update
- 9. Public Consideration
 - A. Old Business
 - 1. Public hearing to approve and authorize the sale of real property for development located at 401 E. Euclid
 - a. Resolution making the final determination on potential sale of interest in real property and approving and authorizing execution of a Development Agreement by and between the City of Indianola and Douglas F. Dowie
 - 2. Public hearing and first consideration to amend Chapter 155 Sign Code and various code sections concerning commercial business district
 - 3. Second consideration to amend Chapter 170 Subdivision Ordinance and Chapter 166 Site Plan Ordinance (P&Z unanimously recommended approval on January 9, 2018)
 - 4. Resolution approving an agreement with Henderson Products in an amount of \$62,175 respectfully for outfitting the 2018 Freightliner Tandem Truck in the Street Department
 - 5. Resolution approving an agreement in the amount of \$8,460 with Henderson Products for the Pusher Axle Installation for the Street Department
 - 6. Final consideration of an ordinance amending the Municipal Code of the City of Indianola, Iowa, Chapter 61, Traffic Control Devices and Chapter 69, Parking Regulations
 - 7. Consider change order number two in an amount of \$159,975.00 for the Morlock Lift Station and Force Main Improvements - revised contract amount \$1,555,699.02
 - 8. Consider change order number two in an amount of \$15,620.22 for the Pickard Park Storage and Concession Building - revised contract amount \$195,508.42

9. 2017 Drainage Repair Project

- a.** Consider change order number four in an amount of \$40,344.76 and for the 2017 Drainage Repairs - revised contract amount \$163,025.64
- b.** Resolution accepting final completion of the 2017 Drainage Repair Project and release of retainage funds in an amount of \$8,151.28 in 30 days

B. New Business

- 1.** Presentation of a RFP for EMS Billing Services
- 2.** Presentation of an application for assistance to the firefighters grant for Self Contained Breathing Apparatus
- 3.** Presentation of snow and ice procedure and policy
- 4.** Resolution approving salaries

10. Other Business

- A.** Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
- B.** After the closed session the City Council may take action on any matter discussed in closed session

11. Adjourn

Information

Subject
February 5, 2018 Minutes

Information

Fiscal Impact

Attachments

Minutes

REGULAR SESSION – FEBRUARY 5, 2018

The City Council met in regular session at 7:00 p.m. on February 5, 2018 in the City Hall Council Chambers. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, Bob Kling, Greg Marchant and John Parker. Absent: Greta Southall.

The consent agenda consisting of the following was approved on a motion by Clark and seconded by Marchant. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

Approval of agenda

January 16, 2018 Minutes

Applications

- A renewal Special Class "C" Liquor License and Sunday Sales Privilege for Deng's Garden - 312 N. Jefferson
- A renewal Class "B" Native Wine Permit, Class "C" Beer Permit, Class "E" Liquor License and Sunday Sales Privilege for Casey's - 1006 W. 2nd
- A renewal Class "B" Native Wine Permit, Class "C" Beer Permit, Class "E" Liquor License and Sunday Sales Privilege for Casey's - 301 E. Trailridge Avenue
- A renewal Class "C" Liquor License, Sunday Sales Privilege and Outdoor Area for Cal's Fine Food & Spirits - 1501 N. 1st
- A renewal Special Class "C" Liquor License and Outdoor Area for Mishmash – 113 E. Salem
- A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Deer Run Golf Course - 2305 W. 2nd

Resolution No. 2018-12 fixing a date of meeting, February 20, 2018, at which it is proposed to approve and authorize the sale of real property for development (the complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2018-13 setting February 20, 2018 as a public hearing and first consideration to amend Chapter 155 Sign Code and various code sections concerning commercial business district (the complete resolution may be viewed at the City Clerk's Office)

Home Base Iowa Initiative Application from Noel Conrad and authorization of a handwritten warrant in the amount of \$1,500

Resolution No. 2018-14 determining property to be surplus and authorize the sale of items from the Fire, Police, IT, Street and WPC Department (the complete resolution may be viewed at the City Clerk's Office)

Reschedule the annual spring clean-up days to April 30, 2018 - May 4, 2018 and April 28, 2018 for the free appliance pick up at the Brush Facility

Street closure request from Warren County Health Services - June 14, 2018 from 11:00 a.m. - 7:00 p.m. - will close the inside lanes of Ashland Avenue and Howard Street on the square

Street closure request from the Indianola Public Library for their annual Summer Reading Program Kickoff - May 31, 2018 from 6:00 p.m. - 8:00 p.m. - request is to close "C" Street between Ashland and Boston

Authorize past due sewer, recycling and storm water fees to be sent to the State Offset Program for collection

Final approval applications for urban revitalization designation

Orton Homes - 1006 E. Madison Avenue - SFD - \$249,000

Orton Homes - 1011 E. Madison Avenue - SFD - \$290,800

Orton Homes - 1309 S. "O" Street - SFD - \$180,500

Autumn Ridge Development - 400 S. 8th Ct. #43 & #44 - Duplex - \$241,000

Autumn Ridge Development - 1505 W. Kentucky Avenue - SFD - \$132,000

Steger Construction - 106 S. 19th Ct. - SFD - \$166,400

Claims on the computer printout for February 5, 2018

The Mayor and Council discussed the nomination to the Civil Service Commission. Clark moved and Parker seconded to approve the following Mayor's nominations to the Civil Service Commission and the Parks and Recreation. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

Civil Service Commission – Stephen Stark – a term to begin immediately and expire April 2, 2022

Park and Recreation Commission – Colleen Willmott – a term to begin immediately and expire January 1, 2021

A public hearing and first consideration to amend Chapter 170 Subdivision Ordinance and Chapter 166 Site Plan Ordinance was held. There were no objections either oral or written. It was moved by Parker and seconded by Gezel to approve the first consideration of this amendment. On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel and Parker. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

The second consideration regarding an ordinance amending the Municipal Code of the City of Indianola, Iowa, Chapter 61, Traffic Control Devices and Chapter 69, Parking Regulations was approved on a motion by Clark and seconded by Kling. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

A motion was made by Clark and seconded by Kling to approve the following resolution entitled, "RESOLUTION APPROVING AN AGREEMENT IN THE AMOUNT OF \$121,248.00 WITH SANDRY FIRE SUPPLY FOR SELF-CONTAINED BREATHING APPARATUS FOR THE FIRE DEPARTMENT." On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-15
RESOLUTION APPROVING AN AGREEMENT IN THE AMOUNT OF \$121,248.00 WITH SANDRY
FIRE SUPPLY FOR SELF-CONTAINED BREATHING APPARATUS
FOR THE FIRE DEPARTMENT

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

It was moved by Clark and seconded by Parker to approve the following resolution entitled, "RESOLUTION APPROVING THE PROFESSIONAL SERVICE AGREEMENTS WITH MUNICIPAL PIPE & TOOL IN AN AMOUNT OF \$43,444.000 FOR THE SEWER LINING PROJECT AND CENTRAL IOWA TELEVISIONING IN AN AMOUNT OF \$28,000 FOR LATERAL LINING PORTION". On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-16
RESOLUTION APPROVING THE PROFESSIONAL SERVICE AGREEMENTS WITH MUNICIPAL
PIPE & TOOL IN AN AMOUNT OF \$43,444.000 FOR THE SEWER LINING PROJECT AND
CENTRAL IOWA TELEVISION IN AN AMOUNT OF \$28,000 FOR LATERAL LINING PORTION

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

Council member Parker moved and Marchant seconded to approve the following resolution entitled, "RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT WITH NUTRI-JECT FOR BIOSOLIDS LAND APPLICATION". On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel and Parker. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-17
RESOLUTION APPROVING PROFESSIONAL SERVICE AGREEMENT
WITH NUTRI-JECT FOR BIOSOLIDS LAND APPLICATION

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

The following resolution entitled, "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA APPROVING THE APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY NUISANCE/ABANDONED PROPERTY REMEDIATION FUND PROGRAM FOR PROPERTY OWNED BY PEOPLES CO. OF INDIANOLA, IOWA – 113 WEST SALEM", was approved on a motion by Parker and seconded by Kling. On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel and Parker. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-18
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA APPROVING
THE APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY
NUISANCE/ABANDONED PROPERTY REMEDIATION FUND PROGRAM FOR PROPERTY
OWNED BY PEOPLES CO. OF INDIANOLA, IOWA – 113 WEST SALEM

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

A motion was made by Marchant to adopt the following resolution entitled, "RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND PEOPLES COMPANY, INC. – 113 WEST SALEM." Parker seconded the motion to adopt. On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-19
RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF
INDIANOLA AND PEOPLES COMPANY, INC. – 113 WEST SALEM

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

Rachel Gocken, Director of WCEDC, spoke in favor of the IEDA Loan for I-Street Holdings Inc. Council member Clark introduced the following resolution and moved its adoption, "RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA APPROVING THE APPLICATIONS TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY NUISANCE/ABANDONED PROPERTY REMEDIATION FUND PROGRAM FOR PROPERTY OWNED BY I STREET HOLDINGS LLC – 102 EAST SALEM AND

104 ½ EAST SALEM.” Council member Kling seconded the motion to adopt. On roll call the vote was, AYES: Marchant, Gezel, Parker, Kling and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA APPROVING THE APPLICATIONS TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY NUISANCE/ABANDONED PROPERTY REMEDIATION FUND PROGRAM FOR PROPERTY OWNED BY I STREET HOLDINGS LLC – 102 EAST SALEM AND 104 ½ EAST SALEM

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

A motion was made by Marchant and seconded by Parker to approve the following resolution entitled, “RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND I STREET HOLDINGS LLC FOR 102 EAST SALEM AND 104 ½ EAST SALEM.” On roll call the vote was, AYES: Gezel, Parker, Kling, Clark and Marchant. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-21

RESOLUTION APPROVING A DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA AND I STREET HOLDINGS LLC FOR 102 EAST SALEM AND 104 ½ EAST SALEM

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

Gezel moved and Parker seconded to approve the following resolution entitled, “RESOLUTION SETTING MARCH 5, 2018 AS THE PUBLIC HEARING FOR THE FY 18/19 BUDGET.” On roll call the vote was, AYES: Parker, Kling, Clark, Marchant and Gezel. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-22

RESOLUTION SETTING MARCH 5, 2018 AS THE PUBLIC HEARING FOR THE FY 18/19 BUDGET

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

It was moved by Parker and seconded by Kling to authorization to Indianola Municipal Utilities (IMU) to utilize the crushed concrete that is stockpiled at the City Brush Facility for its upcoming building project at a cost of \$6.50/ton (actual crushing cost plus the per ton mobilization fees for crushing). On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel and Parker. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

The Indianola Square Lease Agreement with the City of Indianola and Indianola Bike Night was approved on a motion by Parker and seconded by Kling. On roll call the vote was, AYES: Kling, Clark, Marchant, Gezel and Parker. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

A motion was made by Kling and seconded by Parker to approve the following resolution entitled, “RESOLUTION REGARDING TEMPORARY CLOSURE/NO PARKING ON THE DOWNTOWN SQUARE AND ONE BLOCK IN ALL DIRECTIONS FOR INDIANOLA BIKE NIGHT” (April 20, May 18, June 15, July 20, August 17 and September 21, 2018 from 5:00 p.m. - 10:30 p.m.). On roll call the vote was, AYES: Clark, Marchant, Gezel, Parker and Kling. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

RESOLUTION NO. 2018-23

“RESOLUTION REGARDING TEMPORARY CLOSURE/NO PARKING ON THE DOWNTOWN SQUARE AND ONE BLOCK IN ALL DIRECTIONS FOR INDIANOLA BIKE NIGHT”

April 20, May 18, June 15, July 20, August 17 and September 21, 2018 from 5:00 p.m. - 10:30 p.m.

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

The noise permit for Indianola Bike Night (April 20, May 18, June 15, July 20, August 17 and September 21, 2018 from 5:00 p.m. - 10:30 p.m.) was approved on a motion by Marchant and seconded by Parker. On roll call the vote was, AYES: Parker, Kling, Clark, Marchant and Gezel. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

Police Chief Dave Button presented the plan for the transportation of prisoner’s due to the closure of the Warren County Jail on February 2, 2018. After 4:00 p.m., the Warren County Sheriff’s department will be transporting the City of Indianola prisoners to Jasper County in an amount of \$90/prisoner. Before 4:00 p.m. the prisoner will be taken to Warren County Court. In the future a van may need to be purchased by the City of Indianola, Norwalk and Carlisle. It was the consensus of the Mayor and Council to authorize staff to work with the City of Norwalk and Carlisle for a percentage breakdown for the purchase of the van. The purchase and percentage breakdown will be brought to the City Council.

Park and Recreation Director Doug Bylund presentation of an RFP for mowing of Parks, WPC and IMU areas. It was the consensus of the Mayor and City Council to proceed with this project.

It was moved by Parker and seconded by Kling to received and filed the correspondence from IDOT regarding a slide project which would start one mile north of Clark County to Indianola. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

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

RESOLUTION NO. 2018-24
RESOLUTION APPROVING SALARIES

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

The closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation was tabled until the February 20, 2018 meeting.

Meeting adjourned at 8:07 p.m. on a motion by Marchant and second by Parker.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

City Council Regular 2nd Mtg

5.C.

Meeting Date: 02/20/2018

Information

Subject

Applications

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/20/2018

Information

Subject

A renewal Class "B" Wine Permit, Class "C" Beer Permit and Sunday Sales Privilege for Dollar General Store - 1803 W. 2nd Avenue

Information

This is a renewal of Dollar General's liquor license located at 1803 W. 2nd Avenue. All of the paperwork is in order and staff has approved. Owners are: Dollar General Corporation, Lawrence Gatta and James Thorpe.

Fiscal Impact

Attachments

Dollar General Permit

February 14, 2018

NAME OF APPLICANT: Dollar General Store – 1803 W. 2nd Avenue

TYPE OF LICENSE/PERMIT: Class “B” Wine, Class “C” Beer and Sunday Sales

	<u>Approve</u>	<u>Disapprove*</u>
Police Chief	<u>✓</u>	<u> </u>
Fire Chief	<u>✓</u>	<u> </u>
B&Z Official	<u>✓</u>	<u> </u>
Sign Compliance	<u>✓</u>	<u> </u>

*Reasons for disapproval

Applicant License Application (BC0029908)

Name of Applicant: <u>DOLGENCORP, LLC</u>		
Name of Business (DBA): <u>Dollar General Store # 6777</u>		
Address of Premises: <u>1803 W 2ND AVE</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business <u>(515) 962-9181</u>		
Mailing <u>100 Mission Ridge</u>		
City <u>Goodlettsville</u>	State <u>TN</u>	Zip: <u>37072</u>

Contact Person

Name <u>Katie Durham</u>	
Phone: <u>(615) 855-4000</u>	Email <u>tax-beerandwinelicense@dollargeneral.com</u>

Classification Class C Beer Permit (BC)

Term:12 months

Effective Date: 03/01/2018

Expiration Date: 02/28/2019

Privileges:

Class B Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Limited Liability Company</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Dollar General Corporation

First Name: <u>Dollar</u>	Last Name: <u>General Corporation</u>
City: <u>Goodlettsville</u>	State: <u>Tennessee</u> Zip: <u>37072</u>
Position: <u>N/A</u>	
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>

Lawrence Gatta

First Name: <u>Lawrence</u>	Last Name: <u>Gatta</u>
City: <u>Brentwood</u>	State: <u>Tennessee</u> Zip: <u>37027</u>
Position: <u>Non-Member Manager</u>	
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>

James Thorpe

First Name: <u>James</u>	Last Name: <u>Thorpe</u>
City: <u>Gallatin</u>	State: <u>Tennessee</u> Zip: <u>37066</u>

Meeting Date: 02/20/2018

Information

Subject

Resolution setting March 19, 2018 as a public hearing of a request from Robin McCord Eyberg Et Al to rezone the West 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa AND the North 1/2 of the Southwest 1/4, Indianola, Iowa, from A-1 (agriculture) to M-2 (general industrial)
P&Z unanimously recommended approval on 2/12/18

Information

Council needs to consider setting March 19, 2018 as a public hearing and first consideration of the rezoning request from Robin McCord Eyberg.

The Future Land Use Map in the 2011 Comprehensive Plan indicates much of the area as light industrial and general industrial zoning. However, the map also indicates a lineal park space from North 15th Street eastward beyond the city limits to 150th Avenue (see map). This area is designated as parks in the Comprehensive Plan legend and is clearly meant as a buffer area between the residential zoned property south of Iowa Avenue. It is difficult to determine the exact distance of how much area north of Iowa Avenue has been identified as park, but it appears to be more than 150'. Currently there are no conditions placed on the rezoning request. After speaking with Robbie Foxen, Executive Director of Missouri Valley Line Constructors, he indicated their Board would be supportive of placing a buffer yard (60') along the East Iowa Avenue portion of the property.

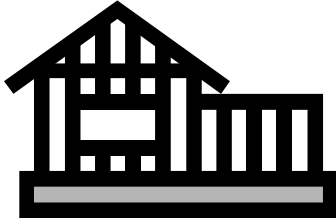
Again, after reviewing the Land Use Compatibility Guideline Chart, the compatibility code for all residential use is #5 (in my opinion) which states "*Proposed land use is incompatible with adjacent land uses. Generally, proposed land uses with level of conflict will not be permitted.*" The key word in this statement is adjacent. The request for M-2 zoning is across the 66" right-of-way of East Iowa Avenue. Community Development Director Chuck Burgin recommended and P&Z unanimously recommended approval of the following:

1. Approve rezoning of the Robin McCord Eyberg Et Al property from A-1 to M-2. More specifically described as; The West 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa. There is no issue with the zoning of this property as M-2. This is a simple extension of M-2 zoning from both the east and west boundary

Fiscal Impact

Attachments

PZ Memo
PZ Minutes
Map 1
Map 2
Resolution
Ordinance



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: February 13, 2018 Meeting

Item #4 Election of Officers.

We address election of officers at the beginning of each year. The chairperson and vice-chairperson typically serve a two-year term. This year will be both Joe Butler's and Josh Rabe's second year serving as Chairperson and Vice-Chairperson, respectively. A simple motion and a second for each to continue to serve as Chairperson and Vice-Chairperson is in order.

Item #5 Consider Request from Mike Vanderpool and Mike Rosenberger to Rezone a Portion of Auditors Outlot 152 from R-3 (Mixed Residential) to C-2 (Highway Commercial).

The complete legal description is as follows:

Beginning at the Southeast corner of Auditor's Outlot 152, which point is 330 feet West of the Southeast corner of Section 25, Township 76 North, Range 24 West of the 5th P.M., Iowa; thence running West 409.2 feet; thence North 642 feet; thence East bearing South 17 minutes 409.2 feet; thence South 640 feet to beginning, EXCEPT the East 60 feet thereof for Street purposes, AND EXCEPT Beginning at a point 319.2 feet West of the Southeast corner of Auditor's Outlot 152 of the City of Indianola, Iowa, thence West 90 feet to the Southwest corner of said Auditor's Outlot 152, thence North 40 feet, thence Southeasterly to place of beginning.

Mike and Sarah Rosenberger own and operate TRM Disposal located at 901 South Jefferson Way. They intend to purchase the property described from Mr. Vanderpool. Enclosed is a letter from the Rosenberger's explaining their intention to utilize a portion of the property for storage of containers for their business. I am not aware of the use for the remaining portion of the property.

The parcel is approximately 350' deep by 640' wide and contains 5.55 acres that lies along the west side of South First Street (see aerial map). If rezoned, R-3 (Mixed Residential) zoning would border the north and west boundary, A-1 (Agriculture) zoning would border along the south boundary and C-2 (Highway Commercial) along the east boundary.

There has been an issue with development of this parcel of land due to the lack of public sanitary sewer and the gravel road frontage on South 1st Street. Public sewer is available 425' to the west and south of the existing homes, however a sanitary lift station with force main could be constructed at the south end of the property. Both options would be difficult and expensive.

I have enclosed a city map which indicates C-2 (Highway Commercial) zoning. As you can see from the map, the depth of commercial zoning in areas along the highway where development has been established is consistent. Meaning the C-2 zoning classification stops at either the alley line (mid-block) or in some cases extends to the next street. The request from TRM Disposal would extend C-2 zoning across the street into a residential zoning classification.

The Future Land Use Map in the 2011 Comprehensive Plan indicates this area to be developed as low density residential. I have also enclosed the Land Use Compatibility Guideline Chart from the Comprehensive Plan. Because of the R-3 zoning adjacent to the request and the size of lots allowed within the zoning classification, the compatibility code most appropriate would be #3 (in my opinion) which states *“Proposed land use may have possible conflicts with the adjacent land uses that may be mitigated through proper planning and design. Orientation of structures, landscaping, buffering, and screening should be utilized to minimize negative impacts to adjoining parcels. Traffic, parking areas, noise, light pollution, dumpsters, service doors, and other influences should be directed away from lower intensity uses.”*

The letter from Mike and Sarah Rosenberger further describes their intentions to minimize conflicts between the proposed use and the existing residential properties to the north and west. Iowa law allows conditions to be placed on rezoning requests provided 1. Conditions are agreeable to both the applicant and City. 2. The conditions are in writing. 3. The conditions are submitted prior to the City Council public hearing.

I believe the Rosenberger's have demonstrated in their letter the willingness to work with the surrounding neighborhood to reduce conflicts, such as leaving the mature trees along the west boundary line (which is approximately 30'-70' in width), leaving a 25' buffer along the north property line, and fencing/screening the containers. These conditions will reduce conflicts between residential and the proposed commercial use. My concern is the precedence that will be set by extending the C-2 zoning classification beyond the standard depth as in other similar areas of C-2 zoning. I recommend the Commission deny the request.

Please keep in mind, confusion on a split vote may be reduced if the motion is positive to approve the request. The motion should include amending the Comprehensive Plan.

Item #6 Consider request from Missouri Valley Line Constructors, Ward Trueblood and Robin Mc Cord Eyberg Et Al to rezone the West ½ of the Northwest ¼ of the Northwest ¼ AND the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa, AND The North ½ of the Southwest ¼ AND the South ½

of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa, from A-1 (Agriculture) to M-2 (General Industrial).

The original area for rezoning was requested by Mr. Trueblood and Missouri Valley Line Constructors which began with just a portion of the SW ¼ of Section 20, located at the corner of North 15th Street and East Iowa Avenue, as indicated on the aerial map provided by Peoples Company. The original request included the rezoning of approximately 55 acres. After reviewing and speaking with current adjacent property owners in the area (Robin Eyberg and Family), they have agreed to include additional land with this request. The total area under consideration with the amended request (including both Trueblood and Eyberg) is now 130 acres. (see map)

The Future Land Use Map in the 2011 Comprehensive Plan indicates much of the area as light industrial and general industrial zoning. However, the map also indicates a lineal park space from North 15th Street eastward beyond the city limits to 150th Avenue (see map). This area is designated as parks in the Comprehensive Plan legend and is clearly meant as a buffer area between the residential zoned property south of Iowa Avenue. It is difficult to determine the exact distance of how much area north of Iowa Avenue has been identified as park, but it appears to be more than 150'. Currently there are no conditions placed on the rezoning request. After speaking with Robbie Foxen, Executive Director of Missouri Valley Line Constructors, he indicated their Board would be supportive of placing a buffer yard (60') along the East Iowa Avenue portion of the property.

Again, after reviewing the Land Use Compatibility Guideline Chart, the compatibility code for all residential use is #5 (in my opinion) which states "*Proposed land use is incompatible with adjacent land uses. Generally, proposed land uses with level of conflict will not be permitted.*" The key word in this statement is adjacent. The request for M-2 zoning is across the 66" right-of-way of East Iowa Avenue. I recommend the following:

1. Approve rezoning of the Robin McCord Eyeberg Et Al property from A-1 to M-2. More specifically described as; The West ½ of the Northwest ¼ of the Northwest ¼ AND the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa. There is no issue with the zoning of this property as M-2. This is a simple extension of M-2 zoning from both the east and west boundary.
2. Delay the action of rezoning the eastern quarter section of the Trueblood property. There is no rush for this parcel of land to be rezoned. Delaying action will give us an opportunity to review this area in more detail with the Comprehensive Plan update (budgeted for FY2018).

3. Approve the rezoning of the western portion of the Trueblood property with a condition that mandates a 60' buffer park along the frontage of East Iowa Avenue. I have enclosed a copy of the specification for this buffer park from our subdivision ordinance.

Item #7 Consider request from Missouri Valley Constructors to Amend M-2 (General Industrial) Zoning to Allow Residential Units to be used in conjunction with Schooling and Training Facilities for Contractors, Industrial Trades and other uses permitted in M-2 zoning or similar thereto.

Enclosed is a letter from Robbie Foxen, Executive Director of Missouri Valley Line Constructors, describing the future need for apprentice housing. Mr. Foxen is estimating the need for basic lodging at 50 to 60 students. Under the City's Code of Ordinances M-2 Zoning #17 states "Schooling and training facilities for contractors, industrial trades and other uses permitted in M-2 or similar thereto." Because residential is a different use, student housing is not currently considered an accessory use of M-2 zoning. This is similar to college dormitories and fraternity and sorority houses which are listed as a permitted use under R-3 (Mixed Residential) zoning.

I have also enclosed a survey of 12 communities and the permitted uses allowed in their M-1 and M-2 zoning classifications. Only two of the 12 communities listed on the survey allow housing for students and both of those are permitted in limited industrial classifications.

An argument allowing housing associated with a trade schools can be made. However, with all the other types of uses allowed within M-2 zoning which could conflict with housing on adjacent properties such as noise, dust and truck traffic, I do not believe this would be a good decision. I have enclosed a copy the permitted principal uses within M-2 zoning that clearly conflict with housing units. I recommend the request be denied

Item #8 Consider Amendment to C-2 (Highway Commercial) Zoning to Clarify Permitted Uses.

At the January meeting we discussed clarifying the use of contractor shops as a permitted principal use within the C-2 zoning classification. In the past we have allowed this type of use under item #23 *Personal Service and Repair Shops* and item #24 *Business and Professional Offices and Studios*.

The new language proposed amends Item #17 *Plumbing, heating and air conditioning sales, service and repair* to the following: "**Electrical, plumbing, mechanical, landscaping, general contractor, sales, service and repair shops, with no outside storage unless approved in accordance with Section 166.06, Site Plan.**" Section 166.06 is the Alternate Method of Approval portion of the Site Plan Ordinance. Meaning new contractor shops wanting to have exterior storage or existing shops wanting to expand their business by 50% or 1000 square feet in

area would be required to seek additional approvals from Planning and Zoning Commission and City Council. A copy of the proposed ordinance is enclosed for your review.

Section 166.02 of the Site Plan Ordinance states “Notwithstanding anything contained herein, a site plan shall be required for any Outdoor Storage in M-1 Light Industrial District and M-2 General Industrial District.” If approved, I recommend this portion of the Site Plan Ordinance be amended to include C-2 Highway Commercial District.

The Commission was also interested in the current limitations for exterior storage for other uses within other commercial districts. They are as follows:

C-1 Office Park Commercial District - Permitted accessory uses and structures

- Storage areas provided they are incidental to the principal use, but not to exceed a floor area which is equal to twenty five percent (25%) of the floor area used by the principal use and such storage areas shall be wholly contained within the principal structure.

C-2 Highway Commercial - Permitted Principal Uses

- #15 Railroads and public utilities but not including storage or maintenance yards and buildings.
- #42 Self-service storage facilities. The Exterior storage of all kinds is prohibited.
- #43 Limited manufacturing and processing subject to the special requirements listed below. (Special Requirement #1 – All manufacturing and processing uses shall be wholly contained within a building with no exterior storage and shall not create offensive noise, odor, vibration or electrical interference.)

C-3 General Retail and Office - Permitted Principal Uses

- #11 Public buildings and utilities but not including storage or maintenance yards or buildings.
- #24 Limited manufacturing and processing subject to the special requirements listed below. (Special Requirement #1 - All manufacturing and processing uses shall be wholly contained within a building with no exterior storage.)

Item #9 Other Business

Council Follow Up

Council approved the first consideration of the amendment to buffer requirements of Chapter 170 Subdivision Ordinance and Chapter 166 Site Plan Ordinance at their February 5th meeting.

Site Plan / Building Permit staff approvals included the following:

- 1709 North Jefferson Way, #1000 – Commercial Alteration of Pizza Ranch to include a game room.
- 1601 North Jefferson Way – Commercial Alteration of National Balloon Museum remodeling office space.
- 2205 East 2nd Avenue – New Concession/Storage building at Pickard Park for Indianola Parks and Recreation.
- 1301 East 2nd Avenue – New Administration Building for Indianola Community School District.

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
FEBRUARY 13, 2018
6:00 P.M.

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

Joe Butler
Al Farris
Becky Needles
Doug Opie
Josh Rabe
Sarah Ritchie
Misty Soldwisch

Also present: Robbie Foxen, Bill and Linda Feldman, John Knolke, Steve Bonnes, Mike Vanderpool, Daran Becker, Wes Roberson, Carole Richardson, Wally Moll, Jeff Blossor, AJ Sween, Mike Rosenberger, Kenny Herring, Terry Pauling, Russ and Gaylene Jones, Polly Glascock, Mindi Robinson and Chuck Burgin.

The minutes of the January 9, 2018 meeting were approved on a motion made by Needles and seconded by Opie. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Election of Officers

Motion was made by Opie and seconded by Soldwisch to re-elect Joe Butler as Chairperson and Josh Rabe as Vice Chairperson of the Planning and Zoning Commission. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider Request from Mike Vanderpool and Mike Rosenberger to Rezone a Portion of Auditors Outlot 152 from R-3 (Mixed Residential) to C-2 (Highway Commercial)

Chuck explained the request from Mike Vanderpool and Mike Rosenberger to rezone a parcel of land from R-3 to C-2 which lies directly behind the current TRM Disposal facility at 901 South Jefferson Way.

A.J. Sween of 807 South 1st Street shared concerns regarding the potential environmental impact the business would have on the land.

Kenny Herring of 1307 West 14th Avenue questioned the intended use of the property.

Chuck stated the applicant intends to gravel a 200' x 200' portion of the property for container/roll off dumpster storage. The applicant further intends to install an 8' privacy

fence and keep the existing tree buffer between the residential and commercial use. Chuck stated that sanitary sewer accessibility is an issue with development as the costs are higher for installation than in most areas. Also, the gravel road access is a hinderance to the development.

Mike Rosenberger of TRM Disposal shared his plans stating his business continues to grow and his business is expanding to provide roll off boxes/containers. He needs the space for storage and has no intention of building on the land at this time. Mr. Rosenberger confirmed his intentions are to gravel a 200' x 200' portion of the lot and install a privacy fence. The green space will remain. He further expressed his desire to be a positive land steward and good neighbor.

Gaylene Jones of 901 South 1st Street questioned whether the property would be maintained, i.e. mowed. Mr. Rosenberger stated he intends to maintain the property.

Steve Bonnes of 105 West 8th Avenue shared questioned the hours of operation. Mr. Rosenberger stated hours of operation are from 6:00 am to 5:00 pm Monday through Friday with the possibility of some weekends. Mr. Bonnes expressed concerns of the containers being stored with residual garbage left in the containers and the potential to attract rodents to the area.

Russ Jones of 901 South 1st Street questioned the change in property values and taxes.

Bill Feldman of 902 South Howard Street shared concerns regarding commercial next to residential.

Mike Vanderpool spoke in favor of TRM Disposal stating he was happy to support a local business.

Commission discussed exterior storage requirements within C-2 zoning, potential conditions that may be placed on the zoning, buffer requirements and the potential to place a sunset clause on the rezoning.

Farris shared concerns of placing conditions on a rezoning request without having the applicant put it in writing. Rabe stated it was a unique property and a blanket C-2 zoning would be unwise. Butler stated he preferred a buffer design as described in the site plat ordinance more than a 25' installed on the north side of the property.

Mr. Vanderpool expressed concerns regarding the need to install more buffering than the City Code requires. Butler stated this request has a more impactful use than most situations adjacent to residential and therefore is justified.

Motion was made by Opie and seconded by Rabe to table the request from Mike Vanderpool and Mike Rosenberger to Rezone a Portion of Auditors Outlot 152 from R-3 (Mixed Residential) to C-2 (Highway Commercial) until conditions can be agreed upon which include a landscape buffer on the north boundary of 25'in width, limiting storage of containers only, a sunset clause and limiting the size of the containment area to 200' x

200'. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider request from Missouri Valley Line Constructors, Ward Trueblood and Robin Mc Cord Eyberg Et Al to rezone the West ½ of the Northwest ¼ of the Northwest ¼ AND the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa, AND The North ½ of the Southwest ¼ AND the South ½ of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa, from A-1 (Agriculture) to M-2 (General Industrial)

Chuck provided background stating he had spoken with Mr. Trueblood who agreed to include the remaining portion of his property and Robin McCord Eyberg who agreed to be included in the rezoning as well. Chuck shared that the Comprehensive Plan indicates much of the areas as light industrial and general industrial zoning. The map also indicates a lineal park space from North 15th Street east to 150th Avenue. This area is meant to be a buffer area between the residential zoned property south of Iowa Avenue.

Robbie Foxen of Missouri Valley Line Constructors shared a brief history stating Missouri Valley Line is an apprentice training program covering a seven-state area. They have outgrown their current facility and need to expand. Missouri Valley Line has been in Indianola for 28 years. They would like to construct a training facility with housing for the students in a dorm style setting.

Motion was made by Farris and seconded by Rabe to approve the rezoning of the Robin McCord Eyberg Et Al property from A-1 to M-2 zoning described as the West ½ of the Northwest ¼ of the Northwest ¼ AND the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Commission discussed the rezoning of the eastern quarter section of the Trueblood property. Mr. Foxen stated they have a purchase agreement in place with Mr. Trueblood that is contingent on the rezoning approval and housing/dormitory structure approval. Opie questioned the occupancy rate of the housing. Mr. Foxen stated they probably will have 20-30 students per week (up to 60) staying at the facility for enrolled students only.

Motion was made by Rabe and seconded by Opie to take no action to rezone the eastern section of the Trueblood property, legally described as the Northeast ¼ of the Southwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Commission discussed the remaining portion of property at the northeast corner of 15th Street and Iowa Avenue. This includes the land Missouri Valley Line intends to purchase plus the triangular piece of land on the other side of the pipeline. Mr. Foxen stated Missouri Valley Line was open to placing a 60' buffer along the East Iowa Avenue

portion of the property. The buffer would only be required on the portion of property that Missouri Valley Line would own.

Polly Glasock of 1715 East Iowa Avenue expressed safety concerns. Mr. Foxen stated the apprentices currently stay at Country Inn and Suites and sign an agreement. Mr. Foxen further stated there would be security measures in place at the proposed facility.

Motion was made by Opie and seconded by Soldwisch to approve the request from Missouri Valley Line Constructors and Ward Trueblood to rezone the western portion that mandates a 60' buffer park along the frontage of East Iowa Avenue. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider request from Missouri Valley Constructors to Amend M-2 (General Industrial) Zoning to Allow Residential Units to be used in conjunction with Schooling and Training Facilities for Contractors, Industrial Trades and other uses permitted in M-2 zoning or similar thereto

Chuck stated he recommends not allowing housing in an M-2 zoning classification because of the additional uses allowed within the M-2 zoning. Staff completed a survey of other cities that allowed housing within an M-2 zoning and of those surveyed only two allowed housing within light or limited industrial zoning. Because of the survey, Chuck questioned whether the M-2 zoning was the correct zoning classification for such a use and expressed M-1 may be a better zoning but would have to change the permitted uses within an M-1 zoning to allow for this type of training facility.

Commission discussed the possibility of zoning the housing portion of the property to be a residential zoning instead of industrial as a natural continuation of the potential development of multifamily residential on the south side of East Iowa Avenue.

After further discussion, Robbie Foxen of Missouri Valley Line Constructors withdrew the original rezoning request and stated they will request rezoning the property to M-1 (Limited Industrial), and request M-1 zoning allow for training facilities and student housing.

Motion was made by Farris and seconded by Opie to rescind the approval of the rezoning request from Missouri Valley Line Constructors and Ward Trueblood of the western portion of Mr. Trueblood's property from A-1 to M-2. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider Amendment to C-2 (Highway Commercial) Zoning to Clarify Permitted Uses

Chuck shared the proposed amendment to C-2 zoning amends Item #17 to state **“Electrical, plumbing, mechanical, landscaping, general contractor, sales, service and repair shops, with no outside storage unless approved in accordance with Section 166.06, Site Plan.”**

Motion was made by Rabe and seconded by Soldwisch to approve the amendment to C-2 zoning clarifying permitted uses and include the requirement of a site plan for exterior storage within C-2 zoning. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

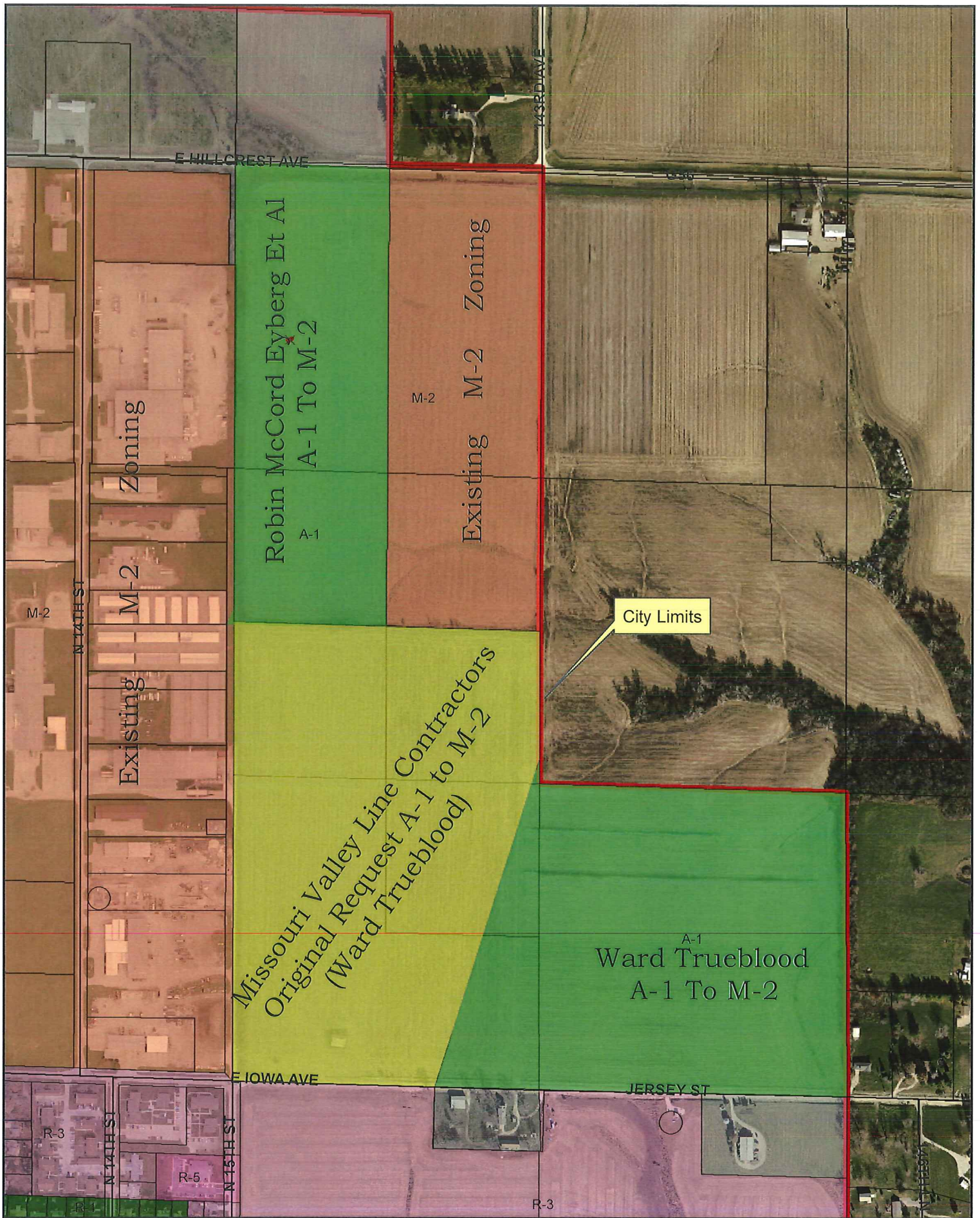
Other Business:

No other business was reported.

Meeting adjourned on a motion by Ritchie and seconded by Needles.

Joe Butler, Chairperson

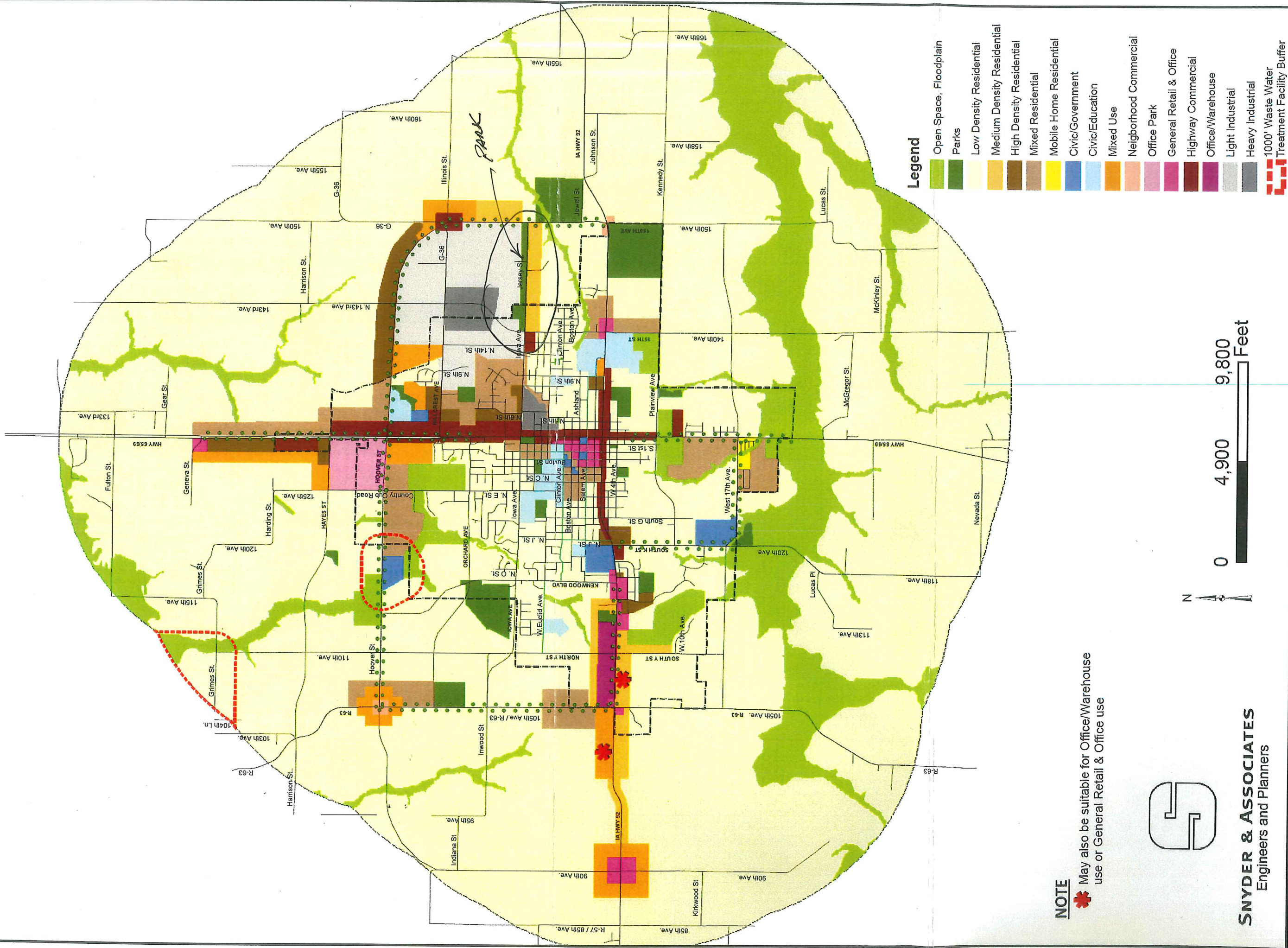
Mindi Robinson



Vicinity Map

Parcels Under Consideration for Rezoning
A-1 (Agriculture) to M-2 (General Industrial)





RESOLUTION NO. 2018-_____

**A RESOLUTION SETTING HEARING FOR PROPOSED AMENDMENT
TO INDIANOLA ZONING DISTRICT BOUNDARIES AS SHOWN ON
THE OFFICIAL ZONING DISTRICT MAP FROM A-1 TO M-2**

WHEREAS, an application has been made to the City to rezone a portion of the city zoned A-1 (agricultural) to M-2 (general industrial), which concerns property legally described as follows:

West 1/2 of the Northwest 1/4 of the Northwest 1/4 AND the Northwest corner of the Southwest 1/4 of the Northwest 1/4 of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa

WHEREAS, the matter has been considered by the Planning and Zoning Commission, and the Commission has made its findings and recommendations to Council; and

WHEREAS, a public hearing is required prior to consideration of said ordinance amending the Official Zoning District Map.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing on the ordinance for proposed rezoning is hereby set for the 19th day of March, 2018, at 7:00 o'clock p.m. in the Council Chambers of the Municipal Building in Indianola, Iowa.

NOW, THEREFORE, BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the City Clerk is hereby directed to publish notice in compliance with Iowa Code section 372.2.

APPROVED this ____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

ORDINANCE NO. 2018-_____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, BY REZONING LAND OWNED BY ROBIN McCORD EYBERG, TO CHANGE THE ZONING CLASSIFICATION FROM AGRICULTURAL (A-1) TO GENERAL INDUSTRIAL (M-2)

WHEREAS, the Planning and Zoning Commission, after notice and a hearing in accordance with law, have recommended to the City Council that the below described property be considered for rezoning from Agricultural (A-1) to General Industrial (M-2) Zoning Classification; and

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

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by rezoning the following described property from Agricultural (A-1) to General Industrial (M-2):

West ½ of the Northwest ¼ of the Northwest ¼ AND the Northwest corner of the Southwest ¼ of the Northwest ¼ of Section 20, Township 76, Range 23, West of the 5th P.M., Indianola, Iowa

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

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

PASSED AND APPROVED this _____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____
Second reading: _____
Third reading: _____

Publication Date: _____

Information

Subject

Resolution setting March 5, 2018 as a public hearing and first consideration of an amendment to C-2 (highway commercial) zoning to clarify permitted uses (P&Z unanimously recommended approval on 2/12/18)

Information

Council needs to consider setting March 5, 2018 as a public hearing and first consideration an amendment to C-2 (highway commercial) zoning to clarify permitted uses. At the January P&Z meeting the commission discussed clarifying the use of contractor shops as a permitted principal use within the C-2 zoning classification. In the past we have allowed this type of use under item #23 *Personal Service and Repair Shops* and item #24 *Business and Professional Offices and Studios*.

The new language proposed amends Item #17 *Plumbing, heating and air conditioning sales, service and repair* to the following: **“Electrical, plumbing, mechanical, landscaping, general contractor, sales, service and repair shops, with no outside storage unless approved in accordance with Section 166.06, Site Plan.”** Section 166.06 is the Alternate Method of Approval portion of the Site Plan Ordinance. Meaning new contractor shops wanting to have exterior storage or existing shops wanting to expand their business by 50% or 1000 square feet in area would be required to seek additional approvals from Planning and Zoning Commission and City Council. A copy of the proposed ordinance is enclosed for your review.

Section 166.02 of the Site Plan Ordinance states “Notwithstanding anything contained herein, a site plan shall be required for any Outdoor Storage in M-1 Light Industrial District and M-2 General Industrial District.” If approved, staff recommends this portion of the Site Plan Ordinance be amended to include C-2 Highway Commercial District.

The Commission was also interested in the current limitations for exterior storage for other uses within other commercial districts. They are as follows:

C-1 Office Park Commercial District - Permitted accessory uses and structures

- Storage areas provided they are incidental to the principal use, but not to exceed a floor area which is equal to twenty five percent (25%) of the floor area used by the principal use and such storage areas shall be wholly contained within the principal structure.

C-2 Highway Commercial - Permitted Principal Uses

- #15 Railroads and public utilities but not including storage or maintenance yards and buildings.
- #42 Self-service storage facilities. The Exterior storage of all kinds is prohibited.
- #43 Limited manufacturing and processing subject to the special requirements listed below. (Special Requirement #1 – All manufacturing and processing uses shall be wholly contained within a building with no exterior storage and shall not create offensive noise, odor, vibration or electrical interference.)

C-3 General Retail and Office - Permitted Principal Uses

- #11 Public buildings and utilities but not including storage or maintenance yards or buildings.
- #24 Limited manufacturing and processing subject to the special requirements listed below. (Special Requirement #1 - All manufacturing and processing uses shall be wholly contained within a building with no exterior storage.)

Fiscal Impact

Attachments

C-2	HIGHWAY COMMERCIAL	C-2
PERMITTED PRINCIPAL USES AND STRUCTURES		MINIMUM REQUIRED OFF-STREET PARKING
1. Automotive display, sales, service and repair	1 space per 300 square feet of sales, service or office floor area	
2. Gas Station/Convenience Store, not including the dispensing of liquefied propane for vehicles.	1 space for every 100 square feet of floor area for the first 2000 square feet of floor area, and 1 space for every 200 square feet in excess of 2000 square feet.	
3. Farm implement display, sales, service and repair	1 space per 300 square feet of sales, service or office floor area	
4. Plant nursery and garden supplies sales	1 space per 300 square feet of sales, service or office floor area	
5. Lumberyard or building materials sales	1 space per 300 square feet of sales, service or office floor area	
6. Restaurant, nightclub, café or tavern	1 space per 100 square feet of floor area	
7. Dance hall and skating rink	1 space per 100 square feet of floor area	
8. Drive-in eating and drinking establishment	5 spaces per 100 square feet of floor area	
9. Bowling alley	5 spaces per lane or alley	
10. Drive-in bank	4 spaces per teller window with a minimum of 5 spaces	
11. Motel or hotel	1 space per unit or campsite	
12. Dwelling unit above a store or shop	1 space per unit	
13. Bus terminal	6 spaces plus 1 off-street loading space for each bus serving the terminal	
14. Funeral parlor	1 space per 4 seats in the main chapel with a minimum of 5 spaces	
15. Railroads and public utilities but not including storage or maintenance yards and buildings	1 space per employee, plus 1 space per vehicle used by the facility with a minimum of 5 spaces	
16. Monument and market display and sales	1 space per employee, plus 1 space per vehicle used by the facility with a minimum of 5 spaces	
17. Plumbing, heating and air conditioning sales, service and repair	1 space per employee, plus 1 space per vehicle used by the facility with a minimum of 5 spaces	
18. Drive-in theater	Storage lanes outside the ticket booth to accommodate 10% of theater capacity	
19. Golf driving range, miniature golf	3 spaces per tee or green	
20. Radio or television broadcasting station	5 spaces plus 1 space per employee	
21. Dry cleaners	1 space per employee, plus 1 space for every 800 square feet with a minimum of 5 spaces	
22. Clubs and lodges	1 space for every 4 places of seating capacity	
23. Personal services and repair shops	1 space per employee, plus 1 space for every 300 square feet of floor area with a minimum of 5 spaces	
24. Business and professional offices and studios	1 space per employee, plus 1 space for every 300 square feet of floor area with a minimum of 5 spaces	
25. Wholesale ice sales	1 space per employee, plus 1 space for every 300 square feet of floor area	
26. Facilities for the training or rehabilitation of mentally and/or physically handicapped individuals, even though such training involves the assembling, packaging or restoration of manufactured items, so long as the training does not involve the manufacture of an original product	1 space per employee, plus 1 space for every 300 square feet of floor area with a minimum of 5 spaces	
27. Sales, service and repair of mobile homes, campers, boats, motorcycles, snowmobiles and other recreational equipment	1 space for every 300 square feet of floor area	
28. Antiques, pottery or ceramic shops	1 space for every 300 square feet of floor area	
29. Liquor store	1 space for every 100 square feet of floor area for the first 2,000 square feet of floor area, and 1 space for every 200 square feet of floor area in excess of 2,000 square feet	
30. Frozen food locker	1 space for every 300 square feet of floor area	
31. Floral shops	1 space for every 300 square feet of floor area	
32. Printing shops	1 space for every 300 square feet of floor area with a minimum of 5 spaces	
33. Combination motel and apartment buildings	2 spaces per unit	
34. Service, repair and rental of trucks, trailers, household goods, light construction equipment and lawn and garden equipment	1 space for every 300 square feet of total floor area with a minimum of 5 spaces	

C-2	HIGHWAY COMMERCIAL		C-2
PERMITTED PRINCIPAL USES AND STRUCTURES		MINIMUM REQUIRED OFF-STREET PARKING	
35.	Retail livestock feed sales exclusive of milling, mixing, storage of dry bulk feed and grain and grinding of feed	1 space for every 300 square feet of sales or service floor area	
36.	Grocery, apparel, appliances, hardware, toy, drug, gift and specialty shops and retail stores similar in nature	1 space per 100 square feet of floor area for the first 2,000 square feet of floor area, and 1 space per 200 square feet for the floor area in excess of 2,000 square feet	
37.	Dwelling unit used in conjunction with a store or shop	2 spaces per unit	
38.	Churches, temples and parsonage or rectory adjacent thereto	1 space for every 4 seats in the main auditorium	
39.	Veterinarian clinic for companion animals without outside cages or run permitted with a minimum distance of 100 feet from a residentially zoned area. Veterinarian clinic treating large animals on site permitted on a minimum lot of 2 acres, and with any building or holding pen associated with such clinic located at a minimum distance of 200 feet from any residentially zoned area. (Ord. 1533 – Nov. 14 Supp.)	1 space for every 300 square feet of surface and office floor area with a minimum of 5 spaces	
40.	Bottle and can redemption center with all storage and activities to be conducted in a totally enclosed structure	1 space per employee, plus 1 space for every 300 square feet of total floor area with a minimum of 5 spaces	
41.	Auction sales which are limited to the sales of appliances, furniture, apparel, toys and products similar in nature and size, provided there is no exterior storage and provided further that there are no exterior sales after sunset	1 space for every 100 square feet of floor area	
42.	Self-service storage facilities	1 space for every 100 storage cubicles or a fraction thereof and one space for each employee shall be located adjacent to the project office or in a location approved by the Building Official on the same lot	
43.	Limited manufacturing and processing subject to the special requirements listed below	1 space per employee or 1 space per 500 square feet of floor area, whichever is greater	
(Ord. 1552 – May 16 Supp.)			
44.	Fireworks Retail Sales Facilities	See Special Requirements Below (Ord. 1569 – Aug 17 Supp.)	
PERMITTED ACCESSORY USES AND STRUCTURES			
1. Uses and structures clearly incidental and necessary to the permitted principal uses or structures of this district.			
2. Storage warehouses in conjunction with the permitted uses or structures of this district.			
3. Temporary buildings and equipment used in conjunction with construction work, provided that such buildings and equipment are removed promptly upon completion of the construction work.			
4. Tourist campground – accessory use to hotel or motel. (Ord. 1564 – May 17 Supp.)			
SPECIAL EXCEPTION USES AND STRUCTURES			
Subject to Section 165.35(2) and the other requirements contained herein, the Board of Adjustment may permit the following:			
1. Museums and art galleries compatible with the surrounding neighborhood provided that appropriate conditions and safeguards shall be required by the Board of Adjustment to protect the surrounding area from the proposed use and to protect the proposed use from future development in the vicinity. Consideration shall also be given to the anticipated traffic generated, character of the structure, noise, lighting and outside storage. A minimum of one (1) parking space for every one hundred (100) square feet of floor area, or fraction thereof shall be provided. For outdoor display areas, the Board of Adjustment shall require additional parking as deemed appropriate for the specific nature of the use.			
2. Preschools or day care centers provided that no preschool or day care center shall commence operations in any building nearer than one hundred fifty (150) feet to any building wherein there is the sale of beer, wine or liquor for consumption on the premises, and all preschools or day care centers shall be licensed by the State of Iowa, and all day care and preschools centers shall have one off-street parking stall per employee.			
3. Elementary or secondary schools provided that such schools shall be for grades kindergarten through eighth, shall have six-foot high fencing between the school property and adjacent commercial uses, shall have at least one vehicle access that is not a highway access, and shall have one off-street parking space per classroom and one off-street parking space per office.			

RESOLUTION NO. 2018-_____

**A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE
AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA,
CHAPTER 165 ZONING REGULATIONS TO CLARIFY PERMITTED USES WITHIN
#17 OF THE C-2 ZONING CLASSIFICATION**

WHEREAS, the City of Indianola, Iowa desires to amend the Municipal Code of the City, Chapter 165, “Zoning Regulations” to clarify permitted uses within #17 of the C-2 zoning classification; and to amend Municipal Code of City, Chapter 166.02 “Site Plan Initial Procedure.

WHEREAS, a public hearing should now be set for consideration of said amendments to the Municipal Code of the City of Indianola.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance is set for 6:00 PM, on the 5th day of March, 2018. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

Dated this 20th day of February, 2018

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

CITY OF INDIANOLA, IOWA

Ordinance No. _____

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, TO CLARIFY PERMITTED USES WITHIN #17 OF THE C-2 ZONING CLASSIFICATION

WHEREAS, a clarification is needed concerning certain shops in the C-2 zoning classification; and

WHEREAS, the Planning and Zoning Commission met on February 13, 2018, to consider a proposal to amend the zoning regulations to allow for and to reflect additional types of businesses in the #17 classification; and

WHEREAS, the Commission has made a recommendation to the City Council to amend Chapter 165; and

WHEREAS, a notice was published and a hearing held in accordance with the law, and the City Council now deems it reasonable and appropriate to amend Chapter 165 accordingly.

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

Section 1. Indianola Code Section 165, “C-2 District Zoning Regulations,” is hereby amended to allow for and to reflect additional types of businesses within the C-2 zoning classification by deleting the stricken language and adding the underlined language:

~~17. Plumbing, heating and air conditioning sales, service and repair~~ Electrical, plumbing, mechanical, landscaping, general contractor, sales, service and repair shops, with no outside storage unless approved in accordance with Section 166.06, Site Plan.

Section 2. Indianola Code Section 166.02, “Site Plan Initial Procedure” is hereby amended to allow for and to reflect additional zoning classification by adding the underlined language:

Notwithstanding anything contained herein, a site plan shall be required for any Outdoor Storage in M-1 Light Industrial District, M-2 General Industrial District and C-2 Highway Commercial.

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

Section 4. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

PASSED AND ADOPTED at Indianola, Iowa, this ____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

Meeting Date: 02/20/2018

Information

Subject

Resolution setting March 5, 2018 as a public hearing and first consideration of an ordinance adding new section 90.2 "Private Water Wells"

Information

In your packet is the resolution setting March 5, 2018 as a public hearing and first consideration to add Section 90.2 "Private Water Wells" to the Code of Ordinances (packet).

Section 90.2 Private Wells Prohibited

Except in an area zoned A-1 (agricultural), it is unlawful for any person, firm or corporation to drill, construct, operate or maintain a well or wells within the city limits for the purposes of bringing to the surface of the ground any subterranean and/or underground water.

FYI - The IMU Board of Trustees reviewed this at the February 12 meeting and recommended approval.

Fiscal Impact

Attachments

Resolution

Ordinance

RESOLUTION NO. 2018 - _____

RESOLUTION SETTING DATE OF PUBLIC HEARING TO CONSIDER ADDING
PROVISION TO THE WATER SERVICE SYSTEM ORDINANCE OF THE CITY OF
INDIANOLA, IOWA, REGARDING REGULATIONS ASSOCIATED WITH
PRIVATE WATER WELLS

WHEREAS, the City Council of the City of Indianola, Iowa (the “City”) desires to consider an addition to the Water Service System Ordinance (“the Private Water Well Ordinance”) of the City of Indianola Code of Ordinances regarding the regulations of private water wells; and

WHEREAS, a public hearing upon the proposed addition to the Water Service System Ordinance should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Indianola City Council on the proposed addition to the Water Service System Ordinance, at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 6:00 p.m. on March 5, 2018 at which time the City Council will consider any objections to the proposed addition and will hear all interested persons.
2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

PASSED AND APPROVED THIS ____ day of _____, 2018.

Kelly B. Shaw, Mayor

CITY OF INDIANOLA, IOWA

Ordinance No. _____

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF
THE CITY INDIANOLA, IOWA, BY ADDING NEW SECTION 90.2
“PRIVATE WATER WELLS”**

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

Section 1. The Indianola City Code is hereby amended by adding the following:

90.2 PRIVATE WELLS PROHIBITED.

Except in an area zoned A-1 Agricultural, it is unlawful for any person, firm or corporation to drill, construct, operate or maintain a well or wells within the city limits for the purposes of bringing to the surface of the ground any subterranean and/ or underground water.

Exceptions.

- A. This chapter shall not apply to any well/wells existing and in operation within the city limits on the date of the passage of the ordinance codified in this chapter or to the replacement of existing wells. The owner of any existing well to be replaced shall be required to secure a permit from the Warren County Environmental Health Department for the drilling and operating of the replacement well. If a replacement well is installed, the abandoned well is required to be plugged according to Chapter 39 of the Iowa Administrative Code. If in the county’s health department judgement an existing well is in such a state of disrepair or of such construction that the health and safety of the city public water supply could be compromised, the county’s health department shall have the authority to require the plugging of the existing well according to Chapter 39 of the Iowa Administrative Code.
- B. This chapter shall not apply to any wells, which, in the opinion of the Community Development Department Director, are required to be drilled by it for the purposes of obtaining and furnishing additional water for the general public use and the preservation and protection of the public health, safety and general welfare of the residents of the city.
- C. This chapter shall not apply to closed loop, vertical, geothermal heating and cooling loop fields. However, prior to the installation of the vertical loop field a Iowa Department of Natural Resources permit must be obtained. In order to receive a permit from the IDNR, a map of the proposed loop must be provided along with a completed well installation permit signed by the county sanitarian or a member of the water supply section of the Iowa Department of Natural Resources authorized to

provide water well installation permits.

- D. This chapter shall not apply to a private well upon written application to the city and a determination by the Director of Community Development that any one of the following conditions exists:
1. The point of water use is greater than three hundred feet from an accessible distribution water main owned and controlled by the city.
 2. The proposed private well is needed due to extraordinary circumstances caused by the location of the property within the city which, if private ground water sources were not used, would work an extraordinary hardship upon the property owner.
- E. Upon determination by the Director of Community Development that an exception to the prohibition against the use of a private well exists as specified in subsection D., the utility superintendent shall verify with the department of natural resources that the placement, depth and other features associated with the proposed well do not conflict with any actively monitored LUST site or cause other water quality problems. Upon final determination by the utility superintendent a permit will then be issued by the Iowa Department of Natural Resources.

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

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

PASSED AND ADOPTED at Indianola, Iowa, this ____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

Meeting Date: 02/20/2018

Information

Subject

Resolution approving a memorandum of understanding between Warren County, Iowa, and the City of Indianola for transportation and detention of arrestees and inmates

Information

In your packet is the resolution approving the memorandum of understanding between Warren County, Iowa and the City of Indianola for transportation and detention of arrestees and inmates (packet).

Highlights of the agreement include:

- The County agrees to take custody of individuals arrested by the Cities who are ambulatory
- The City will transport the arrestees to the Warren County Jail for processing. The Warren County Sheriff's office will transport the arrestees/inmates to the holding facility then to Court for an initial appearance
- The City agrees to pay a rate of \$90/arrestee that the County takes into custody prior to Initial Appearance
- The county will purchase a vehicle to be used for transporting the arrestees/inmates, and each City will reimburse the County for the cost of said vehicle. The estimated cost of the transport vehicle is \$53,000.00

Fiscal Impact

Attachments

Resolution

Memorandum of Understanding

RESOLUTION NO. _____

**RESOLUTION APPROVING A MEMORANDUM OF UNDERSTANDING
BETWEEN WARREN COUNTY, IOWA AND THE CITY OF
INDIANOLA FOR TRANSPORTATION AND DETENTION OF
ARRESTEES AND INMATES**

WHEREAS, Warren County, Iowa has made arrangements to house arrestees and inmates in other county jails while the Warren County Jail is closed; and

WHEREAS, Warren County has requested that the City of Indianola enter into a Memorandum of Understanding and Agreement to memorialize the agreement between the City of Indianola and the County regarding the custody and transportation of individuals arrested in Warren County by the City (hereinafter “the Agreement”); and

WHEREAS, it is the determination of the City Council that the City should enter into the Agreement in the form attached as Exhibit “A”.

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

1. The Memorandum of Understanding and Agreement is in the public interest of the citizens of the City of Indianola and is hereby approved in substantial conformance as attached.
2. The Mayor is authorized and directed to execute the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 19th day of February 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This Memorandum of Understanding is entered into by and between the City of Carlisle, Iowa, (City, Cities) and Warren County, Iowa (County); and the City of Indianola, Iowa, and Warren County, Iowa; and the City of Norwalk, Iowa, and Warren County, Iowa, on this _____ day of February, 2018.

The purpose of this Memorandum of Understanding and Agreement is to memorialize the agreement between the Cities and the County regarding the custody and transportation of individuals arrested in Warren County, Iowa by the individual City police departments and the County. Under Iowa Code Section 356.1 the County and the Cities each have certain responsibilities regarding detention, transportation and appearances in Court of those persons who are arrested by the Cities' law enforcement officers. Due to the closure of the Warren County Jail, the County is no longer able to provide a facility for detention of arrestees/inmates in the County.

The County has made arrangements to house arrestees/inmates in other county jails while the Warren County Jail is closed.

In lieu of forgoing the obligations contained in Iowa Code Section 356.1, the Cities, entering into this Memorandum of Understanding and Agreement, and County agree to the following:

1. The County agrees to take custody of individuals arrested by the Cities who are ambulatory.
2. The Cities will transport the arrestees to the Warren County Jail for processing. The Warren County Sheriff's Office will take custody of the arrestees upon completion of the booking process. The Warren County Sheriff's Office will transport the arrestees/inmates to the holding facility and then to Court for an initial appearance.
3. The Cities agree to pay a rate of \$90.00 per arrestee that the County takes into custody prior to Initial Appearance.
4. The County will purchase a vehicle to be used for transporting the arrestees/inmates, and each City will reimburse the County for the cost of said vehicle. The estimated cost of the transport vehicle is \$53,000.00. The Cities will work cooperatively with one another to determine their equitable share of the purchase price. The transport vehicle will be a County owned vehicle and the maintenance, insurance, and other related costs will be the responsibility of the County.
5. The County reserves the right to transport the arrestee/inmate with other arrestees/inmates at its discretion. The Cities' arrestees/ inmates shall be deemed transferred to the custody of County when the County Sheriff's Office takes physical control of the arrestees/inmates, and the County will assume all responsibility for the confinement, control, discipline, and care of the arrestees/inmates.
6. The County shall have the right to refuse to accept any arrestee/inmate if the County determines, at the time of transfer of custody, that the arrestee/inmate needs urgent medical care.

7. The County shall indemnify, defend, and hold harmless the Cities, their elected and appointed officers, employees and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with the County's acts and/or omissions arising from and/or relating to this Memorandum of Understanding and Agreement.
8. The Cities shall indemnify, defend, and hold harmless the County, its elected and appointed officers, employees, and agents from and against any and all liability including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees) arising from or connected with the County's acts and/or omissions arising from and/or relating to this Memorandum of Understanding and Agreement.

Dated this _____ day of February, 2018.

CITY OF CARLISLE

By: _____
Drew Merrifield, Mayor

CITY OF INDIANOLA

By: _____
Kelly B. Shaw

CITY OF NORWALK

By: _____
Tom Phillips, Mayor

WARREN COUNTY

By: _____
Doug Shull, Chair
Warren County Board of Supervisors

Meeting Date: 02/20/2018

Information

Subject

Resolution naming depositories

* Indicates where and amount of public funds the city deposits

Information

Cities are required to adopt an annual resolution indicating where and what amount of its funds are deposited in financial institutions. In the packet is the annual resolution designating Indianola's deposits. Attempts are made to spread the funds locally. The \$30 million for Bankers Trust account is for the investment portfolio. Note these funds include the electric/water departments as well

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-____
RESOLUTION NAMING DEPOSITORIES

BE IT RESOLVED by the City Council of Indianola in Warren County, Iowa; That we do hereby designate the following named banks and savings and loans to be depositories of the City of Indianola funds in amounts not to exceed the amount named opposite each of said designated depositories and the Director of Finance is hereby authorized to deposit the City of Indianola funds in amounts not to exceed in the aggregate the amounts named for said banks and savings and loans as follows, to wit:

<u>Depository</u>	<u>Location</u>	<u>Maximum Deposit In Effect Under Prior Resolution</u>	<u>Maximum Deposit In Effect Under This Resolution</u>
Bankers Trust	665 Locust St. Des Moines, Ia	\$30,000,000	\$30,000,000
City State Bank	1510 N. 1 st Indianola, Ia	\$ 3,000,000	\$ 3,000,000
Tru Bank	1401 N. Jefferson Indianola, Ia	\$20,000,000	\$20,000,000
Wells Fargo Bank	509 N. Jefferson Indianola, Ia	\$ 1,000,000	\$ 1,000,000
Peoples Bank	400 E. Iowa Indianola, Ia	\$ 1,000,000	\$ 1,000,000
Regions Bank	114 N. Howard Indianola, Ia	\$ 1,000,000	\$ 1,000,000
Bank Of The West	211 E. Boston Indianola, Ia	\$ 1,000,000	\$ 1,000,000

Dated at Indianola, Iowa this 20th day of February, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 02/20/2018

Information

Subject

Claims on the computer printout for February 20, 2018 and the January 2018 receipts

Information

Fiscal Impact

Attachments

Vendor Report

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A SPECIAL EVENT DJ				
A SPECIAL EVENT DJ	DADDY DAUGHTER DATE NIGHT	02/08/2018	250.00	PARK & RECREATI
Total A SPECIAL EVENT DJ:			250.00	
AGRILAND FS INC				
AGRILAND FS INC	FERTILIZER	01/29/2018	6,864.35	PARK & RECREATI
AGRILAND FS INC	FERTILIZER	01/29/2018	3,350.00	PARK & RECREATI
AGRILAND FS INC	FERTILIZER	01/29/2018	410.00	POOL (MEMORIAL)
AGRILAND FS INC	DIESEL FUEL FOR GENERATORS	12/20/2017	767.43	SEWER FUND
Total AGRILAND FS INC:			11,391.78	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	CHECK BOILER #1	01/31/2018	324.14	GENERAL FUND
AIR-CON MECHANICAL CORP.	QTR AGREEMENT	02/06/2018	1,228.06	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			1,552.20	
AIRGAS USA LLC				
AIRGAS USA LLC	OXYGEN RENTAL	01/31/2018	6.92	AMBULANCE FUN
Total AIRGAS USA LLC:			6.92	
AUBERT'S TOWING				
AUBERT'S TOWING	TOW	01/01/2018	165.00	POLICE FUND
AUBERT'S TOWING	TOW - ABANDONED	01/07/2018	170.00	POLICE FUND
AUBERT'S TOWING	TOW	11/28/2017	160.00	POLICE FUND
AUBERT'S TOWING	TOW	12/15/2017	220.00	POLICE FUND
Total AUBERT'S TOWING:			715.00	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAIN	1 CD	12/20/2017	12.71	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	1 DVD	12/29/2017	21.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	1 DVD	01/12/2018	16.65	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	1 DVD	12/15/2017	16.65	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			67.75	
BAKER AND TAYLOR				
BAKER AND TAYLOR	29 BOOKS	12/20/2017	330.99	LIBRARY FUND
BAKER AND TAYLOR	2 BOOKS	12/20/2017	32.53	LIBRARY SPECIAL
BAKER AND TAYLOR	20 BOOKS	12/21/2017	216.02	LIBRARY FUND
BAKER AND TAYLOR	2 BOOKS	12/21/2017	24.98	LIBRARY SPECIAL
BAKER AND TAYLOR	2 BOOKS	12/21/2017	25.27	LIBRARY FUND
BAKER AND TAYLOR	4 BOOKS	12/21/2017	79.13	LIBRARY SPECIAL
BAKER AND TAYLOR	1 BOOK	12/22/2017	8.97	LIBRARY FUND
BAKER AND TAYLOR	6 BOOKS	12/22/2017	67.70	LIBRARY SPECIAL
BAKER AND TAYLOR	21 BOOKS	12/29/2017	260.27	LIBRARY FUND
BAKER AND TAYLOR	2 BOOKS	12/29/2017	29.49	LIBRARY SPECIAL
BAKER AND TAYLOR	16 BOOKS	01/09/2018	184.00	LIBRARY FUND
BAKER AND TAYLOR	1 BOOK	01/09/2018	15.67	LIBRARY SPECIAL
BAKER AND TAYLOR	37 BOOKS	01/11/2018	384.60	LIBRARY FUND
BAKER AND TAYLOR	1 BOOK	01/11/2018	14.55	LIBRARY SPECIAL
BAKER AND TAYLOR	1 BOOK	01/11/2018	5.99	LIBRARY SPECIAL
BAKER AND TAYLOR	10 BOOKS	01/11/2018	63.70	LIBRARY SPECIAL
BAKER AND TAYLOR	23 BOOKS	01/18/2018	299.81	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BAKER AND TAYLOR	41 BOOKS	01/18/2018	365.78	LIBRARY FUND
BAKER AND TAYLOR	1 BOOK	01/18/2018	14.56	LIBRARY SPECIAL
Total BAKER AND TAYLOR:			2,424.01	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	FINANCIAL MANAGEMENT SERVICES	01/10/2018	4,975.36	GENERAL FUND
BANKERS TRUST COMPANY	FINANCIAL MANAGEMENT SERVICES	01/10/2018	209.65	SEWER CAPITAL P
BANKERS TRUST COMPANY	FINANCIAL MANAGEMENT SERVICES	01/10/2018	1,696.34	SEWER CAPITAL P
Total BANKERS TRUST COMPANY:			6,881.35	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	OPEN RECORDS REQ	01/25/2018	90.00	GENERAL FUND
BRICK GENTRY P.C.	MUNICIPAL ABATEMENT ISSUES	01/25/2018	729.43	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SRVICES	01/25/2018	2,100.00	GENERAL FUND
BRICK GENTRY P.C.	247 ACCIDENT & TOWNSHIP AGREEMENTS	01/25/2018	405.00	AMBULANCE FUN
BRICK GENTRY P.C.	PROSECUTIONS	01/25/2018	1,005.00	GENERAL FUND
Total BRICK GENTRY P.C.:			4,329.43	
BUTTON, DAVID				
BUTTON, DAVID	WELLNESS JAN & FEB	02/13/2018	30.00	POLICE FUND
Total BUTTON, DAVID:			30.00	
CARPENTER UNIFORM CO				
CARPENTER UNIFORM CO	UNIFORMS - THOMAS	01/26/2018	98.97	POLICE FUND
CARPENTER UNIFORM CO	VEST - THOMAS	01/29/2018	689.00	POLICE FUND
CARPENTER UNIFORM CO	UNIFORMS	01/30/2018	188.67	AMBULANCE FUN
CARPENTER UNIFORM CO	UNIFORMS	02/05/2018	149.97	AMBULANCE FUN
Total CARPENTER UNIFORM CO:			1,126.61	
CENGAGE LEARNING				
CENGAGE LEARNING	1 BOOK	01/05/2018	27.19	LIBRARY SPECIAL
CENGAGE LEARNING	1 BOOK	01/18/2018	23.99	LIBRARY SPECIAL
Total CENGAGE LEARNING:			51.18	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	EXTERMINATOR	01/30/2018	150.00	GENERAL FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			150.00	
CENTURYLINK				
CENTURYLINK	PHONE	01/22/2018	48.45	GENERAL FUND
CENTURYLINK	PHONE	01/22/2018	55.41	GENERAL FUND
Total CENTURYLINK:			103.86	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	KEROSENE	02/08/2018	70.00	SEWER FUND
CHUMBLEY & JONES OIL	KEROSENE	01/04/2018	88.01	SEWER FUND
CHUMBLEY & JONES OIL	KEROSENE	02/01/2018	44.00	SEWER FUND
CHUMBLEY & JONES OIL	KEROSENE	02/05/2018	60.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CHUMBLEY & JONES OIL:			262.01	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	DRILL RACK FOR SHOP	02/05/2018	41.80	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			41.80	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES - MEMORIAL	01/31/2018	214.63	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - BARKER	01/31/2018	47.41	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - PICKARD	01/31/2018	106.10	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MCCORD	01/31/2018	356.80	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - DOWNEY	01/31/2018	45.98	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - SHOP	01/31/2018	284.95	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	01/31/2018	610.68	ROAD USE TAX FU
CITY OF INDIANOLA - UTILITY	UTILITIES - TRAIL	01/31/2018	155.03	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - YOUTH SOFTBALL	01/31/2018	92.60	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MOATS	01/31/2018	648.76	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - BUXTON	01/31/2018	153.16	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES FOR LIBRARY	01/31/2018	947.99	LIBRARY FUND
Total CITY OF INDIANOLA - UTILITY:			3,664.09	
COMBUSTION CONTROL CO.				
COMBUSTION CONTROL CO.	GAS PRESSURE SWITCH ON BOILER	01/30/2018	339.25	SEWER FUND
Total COMBUSTION CONTROL CO.:			339.25	
CONRAD, NOEL				
CONRAD, NOEL	HOME BASE IOWA INCENTIVE PAY	02/05/2018	1,500.00	GENERAL FUND
Total CONRAD, NOEL:			1,500.00	
CONTINENTAL RESEARCH CRP				
CONTINENTAL RESEARCH CR	ARMADILLO TOWELS	01/26/2018	225.00	ROAD USE TAX FU
Total CONTINENTAL RESEARCH CRP:			225.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	02/13/2018	15.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			15.00	
CUMMINS SALES AND SERVICE				
CUMMINS SALES AND SERVIC	BLOCK HEATER FOR SOUTH PLANT GENER	02/05/2018	772.80	SEWER FUND
Total CUMMINS SALES AND SERVICE:			772.80	
DES MOINES AREA COMM COLLEGE				
DES MOINES AREA COMM COL	EMT - CLASS	01/29/2018	1,842.00	AMBULANCE FUN
Total DES MOINES AREA COMM COLLEGE:			1,842.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	CC MIN-12	01/03/2018	263.05	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MIN-11	01/03/2018	24.22	GENERAL FUND
DES MOINES REGISTER MEDIA	PH	01/03/2018	26.18	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DES MOINES REGISTER MEDIA	PH	01/03/2018	31.58	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MIN-01	01/03/2018	215.48	GENERAL FUND
DES MOINES REGISTER MEDIA	PH	01/03/2018	28.64	GENERAL FUND
DES MOINES REGISTER MEDIA	BD ADJ	01/03/2018	24.71	GENERAL FUND
DES MOINES REGISTER MEDIA	BD ADJ	01/03/2018	31.09	GENERAL FUND
DES MOINES REGISTER MEDIA	PH	01/03/2018	35.01	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1583	01/03/2018	33.54	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1584	01/03/2018	261.58	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MIN-01	01/03/2018	288.06	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			1,263.14	
DES MOINES STAMP MFG				
DES MOINES STAMP MFG	UNIFORMS - THOMAS	01/23/2018	28.50	POLICE FUND
Total DES MOINES STAMP MFG:			28.50	
DLH GRAFX				
DLH GRAFX	TKD SHIRTS	02/01/2018	49.20	PARK & RECREATI
Total DLH GRAFX:			49.20	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	JANUARY CLEANING	01/05/2018	1,070.00	LIBRARY FUND
DUST PROS JANITORIAL	CLEANING SUPPLIES	01/05/2018	71.80	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,141.80	
ELECTRICAL ENG & EQUIP				
ELECTRICAL ENG & EQUIP	HEATER FOR MORLOCK GENERATOR	01/31/2018	395.70	SEWER FUND
Total ELECTRICAL ENG & EQUIP:			395.70	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	REPAIR - RADIO	01/29/2018	125.00	POLICE FUND
ELECTRONIC ENGINEERING C	REPAIR - RADIO	01/29/2018	42.50	POLICE FUND
ELECTRONIC ENGINEERING C	REPAIR - RADIO	01/29/2018	42.50	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			210.00	
EMERGENCY SERVICES CONSULTING INT'L				
EMERGENCY SERVICES CONS	STAFFING STUDY	01/31/2018	1,252.00	CAPITAL PROJECT
Total EMERGENCY SERVICES CONSULTING INT'L:			1,252.00	
ETNYRE, JASON				
ETNYRE, JASON	CLOTHING ALLOWANCE	02/02/2018	117.87	ROAD USE TAX FU
Total ETNYRE, JASON:			117.87	
EXTINGUISHER COMPANY, THE				
EXTINGUISHER COMPANY, TH	ANNUAL INSPECTION	01/12/2018	34.00	LIBRARY FUND
Total EXTINGUISHER COMPANY, THE:			34.00	
GRAY DIETZ, PAULA				
GRAY DIETZ, PAULA	BRICKS 4 KIDZ INSTRUCTION	02/02/2018	221.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total GRAY DIETZ, PAULA:			221.00	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	COLD MIX	01/26/2018	1,192.82	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			1,192.82	
HALLETT MATERIALS				
HALLETT MATERIALS	SAND	01/20/2018	4,909.60	ROAD USE TAX FU
HALLETT MATERIALS	SAND	01/27/2018	197.27	ROAD USE TAX FU
Total HALLETT MATERIALS:			5,106.87	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE 1/26/18 - 2/25/18	01/26/2018	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HENDERSON TRUCK EQUIPMENT				
HENDERSON TRUCK EQUIPME	UNIT #9	01/29/2018	38.81	ROAD USE TAX FU
Total HENDERSON TRUCK EQUIPMENT:			38.81	
HERRICK, TYREL				
HERRICK, TYREL	MILEAGE FOR TY TO DMACC	02/01/2018	87.74	SEWER FUND
Total HERRICK, TYREL:			87.74	
HURT, AARON				
HURT, AARON	CDL-B	09/01/2017	13.50	FIRE FUND
HURT, AARON	TESTING	01/26/2018	21.50	FIRE FUND
Total HURT, AARON:			35.00	
HY-VEE				
HY-VEE	DADDY DAUGHTER MEAL REIMB.	02/10/2018	2,367.50	PARK & RECREATI
HY-VEE	COOKING INSTRUCTION	02/06/2018	110.00	PARK & RECREATI
Total HY-VEE:			2,477.50	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	AUTO	02/08/2018	45.14	PARK & RECREATI
Total IA COMMUNITIES ASSURANCE POOL:			45.14	
IA-AWWA				
IA-AWWA	REGION 5 CONFERENCE	02/13/2018	50.00	SEWER FUND
Total IA-AWWA:			50.00	
INDIANOLA HOPE FOUNDATION				
INDIANOLA HOPE FOUNDATIO	PROCEEDS FROM DADDY DAUGHTER DAN	02/12/2018	500.00	PARK & RECREATI
Total INDIANOLA HOPE FOUNDATION:			500.00	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	01/30/2018	237.46	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
INFOMAX OFFICE SYSTEMS IN	COPY CONTRACT	01/30/2018	281.12	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	SAVIN - MP C3004, IT	02/05/2018	71.75	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			590.33	
INLAND TRUCK PARTS				
INLAND TRUCK PARTS	UNIT 22	01/17/2018	2,226.72	ROAD USE TAX FU
Total INLAND TRUCK PARTS:			2,226.72	
INTEGRIVault				
INTEGRIVault	MONTHLY BACKUP FEE	02/01/2018	500.00	GENERAL FUND
Total INTEGRIVault:			500.00	
INTERSTATE BATTERY SYSTEM OF DSM				
INTERSTATE BATTERY SYSTE	2 BATTERIES	02/01/2018	332.85	ROAD USE TAX FU
Total INTERSTATE BATTERY SYSTEM OF DSM:			332.85	
IOWA ASSOC OF MUN UTILITIES				
IOWA ASSOC OF MUN UTILITIE	JANUARY 2018 SILICA, WORKZONE, FLAGG	02/01/2018	332.58	GENERAL FUND
IOWA ASSOC OF MUN UTILITIE	JANUARY 2018 SILICA, WORKZONE, FLAGG	02/01/2018	332.58	ROAD USE TAX FU
IOWA ASSOC OF MUN UTILITIE	JANUARY 2018 SILICA, WORKZONE, FLAGG	02/01/2018	332.58	SEWER FUND
Total IOWA ASSOC OF MUN UTILITIES:			997.74	
IOWA BARNS				
IOWA BARNS	1 BOOK	12/26/2017	29.95	LIBRARY FUND
Total IOWA BARNS:			29.95	
IOWA DEPT OF NATURAL RESOURCES				
IOWA DEPT OF NATURAL RES	TITLE V PERMIT	02/13/2018	1,375.00	SEWER FUND
Total IOWA DEPT OF NATURAL RESOURCES:			1,375.00	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	THOMAS - CERTIFICATION	02/06/2018	2,000.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			2,000.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	02/07/2018	84.60	SEWER FUND
Total IOWA ONE CALL:			84.60	
IOWA PEACE OFFICERS ASSOCIATION				
IOWA PEACE OFFICERS ASSO	TRAINING - BUHROW	02/05/2018	50.00	POLICE FUND
Total IOWA PEACE OFFICERS ASSOCIATION:			50.00	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	TEXT BOOKS	01/19/2018	435.00	FIRE FUND
Total IOWA STATE UNIVERSITY:			435.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGMT - LIBRARY	02/01/2018	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT C	WATER MGR - MUN BLDG	02/01/2018	150.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
J & K CONTRACTING LLC				
J & K CONTRACTING LLC	MORLOCK LIFT STATION DOWNSTREAM G	02/13/2018	202,485.85	SEWER CAPITAL P
Total J & K CONTRACTING LLC:			202,485.85	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	RE-KEY LOCKS	01/24/2018	114.50	ROAD USE TAX FU
Total JESS' LOCK AND KEY:			114.50	
JIM'S JOHNS				
JIM'S JOHNS	KYBO DAYTON	01/30/2018	40.00	PARK & RECREATI
Total JIM'S JOHNS:			40.00	
JOINER CONSTRUCTION CO INC				
JOINER CONSTRUCTION CO IN	MORLOCK LIFT STATION & FORCE MAIN	02/12/2018	271,641.55	SEWER CAPITAL P
Total JOINER CONSTRUCTION CO INC:			271,641.55	
JUMP START WELLNESS & FITNESS LLC				
JUMP START WELLNESS & FIT	7 STUDENTS - LG RECERT COURSE	02/11/2018	490.00	POOL (MEMORIAL)
Total JUMP START WELLNESS & FITNESS LLC:			490.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	QUARTERLY AMMONIA SAMPLE	02/08/2018	17.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			17.00	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	OXYGEN - EMS	12/18/2017	186.85	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			186.85	
MAY, DENNIS				
MAY, DENNIS	TRAINING CLASSES	01/07/2018	190.00	FIRE FUND
MAY, DENNIS	LODGING - FEB 4TH - FEB 5TH	01/07/2018	160.66	FIRE FUND
Total MAY, DENNIS:			350.66	
MC COY HARDWARE INC				
MC COY HARDWARE INC	TOWELS	01/03/2018	34.17	FIRE FUND
MC COY HARDWARE INC	TIN SNIPS	01/23/2018	15.29	ROAD USE TAX FU
MC COY HARDWARE INC	MAINT - BUILDING	02/07/2018	10.18	POLICE FUND
MC COY HARDWARE INC	MAINT - BUILDING	02/08/2018	41.48	POLICE FUND
MC COY HARDWARE INC	LIGHT BULBS	02/13/2018	11.98	GENERAL FUND
Total MC COY HARDWARE INC:			113.10	
MCCOY, MELISSA				
MCCOY, MELISSA	WELLNESS - JAN	02/12/2018	21.15	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MCCOY, MELISSA:			21.15	
MCCUNE, MARY				
MCCUNE, MARY	TRAINING - MILEAGE	01/29/2018	20.71	POLICE FUND
Total MCCUNE, MARY:			20.71	
MCGEOUGH, BETH				
MCGEOUGH, BETH	PAINTING INSTRUCTION	01/29/2018	300.00	PARK & RECREATI
Total MCGEOUGH, BETH:			300.00	
MCINTYRE, CHRIS				
MCINTYRE, CHRIS	CDL-B DRIVERS TEST	01/16/2018	26.00	FIRE FUND
MCINTYRE, CHRIS	TRAINING CLASSES	01/08/2018	190.00	FIRE FUND
Total MCINTYRE, CHRIS:			216.00	
MEDPRO DISPOSAL LLC				
MEDPRO DISPOSAL LLC	MEDICAL WASTE REMOVAL	02/01/2018	131.25	AMBULANCE FUN
Total MEDPRO DISPOSAL LLC:			131.25	
METHODIST OCCUPATIONAL HEALTH & WELLNESS				
METHODIST OCCUPATIONAL H	PRE-EMPLOYMENT TESTING - BOOZELL	01/31/2018	847.00	POLICE FUND
METHODIST OCCUPATIONAL H	IMMUNIZATIONS	01/31/2018	96.05	FIRE FUND
METHODIST OCCUPATIONAL H	IMMUNIZATIONS	01/31/2018	16.95	AMBULANCE FUN
METHODIST OCCUPATIONAL H	DOT TESTING	01/31/2018	53.00	PARK & RECREATI
Total METHODIST OCCUPATIONAL HEALTH & WELLNESS:			1,013.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	01/22/2018	656.65	LIBRARY FUND
MID AMERICAN ENERGY CO.	UTILITIES	01/22/2018	266.78	FIRE FUND
MID AMERICAN ENERGY CO.	UTILITIES	01/22/2018	12.37	FIRE FUND
MID AMERICAN ENERGY CO.	HEAT - BUILDING	01/22/2018	186.56	POLICE FUND
Total MID AMERICAN ENERGY CO.:			1,122.36	
MIDWEST OFFICE TECH				
MIDWEST OFFICE TECH	MONTHLY SERVICE CHARGE	01/30/2018	46.00	PARK & RECREATI
Total MIDWEST OFFICE TECH:			46.00	
MURPHY TRACTOR & EQUIPMENT				
MURPHY TRACTOR & EQUIPM	BACKHOE	01/16/2018	93.16	ROAD USE TAX FU
MURPHY TRACTOR & EQUIPM	BACKHOE	01/17/2018	84.59	ROAD USE TAX FU
Total MURPHY TRACTOR & EQUIPMENT:			177.75	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	QUARTERLY DOMAIN FORWARDING - CITY/	02/01/2018	45.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			45.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	CORE BUY BACK	07/06/2017	18.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
O'REILLY AUTO PARTS	WRENCH	10/06/2017	14.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	RETURNS - FILTERS	11/01/2017	48.92	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTERS FOR SHOP	12/06/2017	288.05	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTER FOR SHOP	12/06/2017	14.78	ROAD USE TAX FU
O'REILLY AUTO PARTS	RETURN FILTERS	12/06/2017	297.66	ROAD USE TAX FU
O'REILLY AUTO PARTS	IMPACT BIT	12/14/2017	6.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	RETURN	01/05/2018	9.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	FITTING FOR JETTER HOSE	01/08/2018	22.63	SEWER FUND
O'REILLY AUTO PARTS	UNIT 29	01/22/2018	17.58	ROAD USE TAX FU
O'REILLY AUTO PARTS	SUPPLIES	01/23/2018	11.99	POLICE FUND
O'REILLY AUTO PARTS	WELDER LEAD PARTS	02/01/2018	3.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	MATERIALS	02/06/2018	60.58	POLICE FUND
O'REILLY AUTO PARTS	WIPER BLADES F250	02/06/2018	31.98	SEWER FUND
Total O'REILLY AUTO PARTS:			134.99	
PARK, KRIS				
PARK, KRIS	3RD/4TH YOUTH BB	02/01/2018	25.00	PARK & RECREATI
PARK, KRIS	5TH/6TH YOUTH BB	01/30/2018	25.00	PARK & RECREATI
PARK, KRIS	3RD/4TH YOUTH BB	02/12/2018	50.00	PARK & RECREATI
PARK, KRIS	5TH/6TH YOUTH BB	02/06/2018	25.00	PARK & RECREATI
PARK, KRIS	5TH/6TH YOUTH BB	02/08/2018	25.00	PARK & RECREATI
Total PARK, KRIS:			150.00	
PENGUIN RANDOM HOUSE LLC				
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	12/20/2017	45.00	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	2 BOOKS ON CD	01/01/2018	56.25	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	01/11/2018	30.00	LIBRARY FUND
Total PENGUIN RANDOM HOUSE LLC:			131.25	
PEOPLES BANK				
PEOPLES BANK	DOWNTOWN BUSINESS INCENTIVE - JEFF	02/07/2018	380.21	DOWNTOWN BIZ I
PEOPLES BANK	DOWNTOWN BUSINESS INCENTIVE - CROU	02/07/2018	421.11	DOWNTOWN BIZ I
Total PEOPLES BANK:			801.32	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	JACK PARTS FOR TRAILER	02/01/2018	8.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	JACK PARTS FOR TRAILER	02/01/2018	12.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	JACK PINS	02/06/2018	9.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			29.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	COACHES & STAFF BACKGROUND CHECKS	02/01/2018	195.80	PARK & RECREATI
Total PROTECT YOUTH SPORTS:			195.80	
RECORDED BOOKS INC				
RECORDED BOOKS INC	1 BOOK ON CD	12/15/2017	36.00	LIBRARY FUND
RECORDED BOOKS INC	1 BOOK ON CD	12/21/2017	31.49	LIBRARY FUND
Total RECORDED BOOKS INC:			67.49	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 12/23/17 - 01/22/18	01/22/2018	50.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total SHER, BRIAN:			50.00	
SIRCHIE FINGERPRINT LAB				
SIRCHIE FINGERPRINT LAB	SUPPLIES	01/24/2018	78.00	POLICE FUND
Total SIRCHIE FINGERPRINT LAB:			78.00	
SIVERTSEN BEAN, MOLLY				
SIVERTSEN BEAN, MOLLY	1ST QUARTER YOGA INSTRUCTOR FEES	02/07/2018	400.40	PARK & RECREATI
Total SIVERTSEN BEAN, MOLLY:			400.40	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	JERRY KELLY TRAIL	01/12/2018	690.00	PARK & REC SPEC
SNYDER & ASSOCIATES INC	EAST IOWA AVE SCHOOL AND PEDESTRIA	01/12/2018	180.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	STREET DRAINAGE ISSUES	01/12/2018	1,530.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	EAST IOWA AVE SCHOOL AND PEDESTRIA	01/12/2018	606.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	STREET DRAINAGE ISSUES	01/12/2018	110.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	MO VALLEY LINE REVIEWS	07/21/2017	300.00	GENERAL FUND
SNYDER & ASSOCIATES INC	IC SD COURTYARD STORM REVIEW	07/21/2017	420.00	GENERAL FUND
SNYDER & ASSOCIATES INC	DEER CREEK 3 SITE REVIEW	07/21/2017	420.00	GENERAL FUND
SNYDER & ASSOCIATES INC	HILLCREST OUTDOOR STORAGE REVIEW	07/21/2017	180.00	GENERAL FUND
SNYDER & ASSOCIATES INC	HART STORAGE SITE REVIEW	07/21/2017	180.00	GENERAL FUND
SNYDER & ASSOCIATES INC	113 W SALEM STRUCTURAL REVIEW	01/12/2018	211.50	GENERAL FUND
SNYDER & ASSOCIATES INC	DMMO SITE REVIEW	01/12/2018	107.00	GENERAL FUND
SNYDER & ASSOCIATES INC	SOUTH K STUDY	01/29/2018	490.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	STORMWATER MASTERPLAN	01/29/2018	1,800.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	MISC ENGINEERING SERVICES - CIP	01/29/2018	1,500.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES - S BUXTON AND S HOW	01/29/2018	900.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	COORDINATION WITH IOWA DOT ON TSIP F	01/29/2018	65.00	ROAD USE TAX FU
Total SNYDER & ASSOCIATES INC:			9,689.50	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	GARBAGE - BUILDING ACCT #159	01/24/2018	16.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL ACCT #506	01/24/2018	94.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			110.00	
THEISEN'S				
THEISEN'S	BEN BURZETTE CLOTHING ALLOWANCE	01/24/2018	41.95	ROAD USE TAX FU
THEISEN'S	TOOLS FOR SHOP	01/31/2018	57.98	ROAD USE TAX FU
Total THEISEN'S:			99.93	
TIM MC CONNELL PHOTOGRAPHY				
TIM MC CONNELL PHOTOGRAP	COUNCIL PICTURES	02/06/2018	198.00	GENERAL FUND
Total TIM MC CONNELL PHOTOGRAPHY:			198.00	
TITAN MACHINERY				
TITAN MACHINERY	BREAKER REPAIR	01/31/2018	1,529.06	ROAD USE TAX FU
Total TITAN MACHINERY:			1,529.06	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	02/01/2018	70.00	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total TRANSUNION RISK AND ALTERNATIVE:			70.00	
TRINITY CONSULTANTS INC				
TRINITY CONSULTANTS INC	RESPONSES TO IDNR TITLE V APPLICATIO	01/30/2018	1,034.24	SEWER FUND
Total TRINITY CONSULTANTS INC:			1,034.24	
TRIZETTO PROVIDER SOLUTIONS				
TRIZETTO PROVIDER Solutio	ELECTRONIC CLAIMS FILED	02/01/2018	132.62	AMBULANCE FUN
Total TRIZETTO PROVIDER SOLUTIONS:			132.62	
TRUBANK				
TRUBANK	DOWNTOWN BIZ INTEREST EXPENSE - INDI	02/07/2018	329.30	DOWNTOWN BIZ I
TRUBANK	DOWNTOWN BUSINESS INTEREST EXPENS	02/07/2018	293.85	DOWNTOWN BIZ I
Total TRUBANK:			623.15	
U.S. POSTMASTER				
U.S. POSTMASTER	POSTAGE	02/07/2018	2,500.00	GENERAL FUND
Total U.S. POSTMASTER:			2,500.00	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	01/01/2018	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTIO	2017 DRAINAGE REPAIRS PROJECT	02/13/2018	56,608.16	STORMWATER UTI
VANDERPOOL CONSTRUCTIO	2017 DRAINAGE REPAIRS PROJECT	02/13/2018	8,151.28	STORMWATER UTI
Total VANDERPOOL CONSTRUCTION:			64,759.44	
VANDERPOOL PLUMBING				
VANDERPOOL PLUMBING	REPLACE SUMP PUMP	02/08/2018	1,366.44	GENERAL FUND
Total VANDERPOOL PLUMBING:			1,366.44	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	01/15/2018	318.59	POLICE FUND
VERIZON WIRELESS	CARDIAC MONITOR PHONES	01/22/2018	21.08	AMBULANCE FUN
VERIZON WIRELESS	WIRELESS FOR SPARE LAPTOP	01/26/2018	20.01	GENERAL FUND
VERIZON WIRELESS	330 LAPTOP/330 CELL	01/26/2018	50.70	FIRE FUND
VERIZON WIRELESS	EMS CELL PHONES	01/26/2018	397.36	AMBULANCE FUN
VERIZON WIRELESS	WIRELESS FOR LAPTOP	01/26/2018	30.02	SEWER FUND
Total VERIZON WIRELESS:			837.76	
VOLTMER, STEVE AND BETH				
VOLTMER, STEVE AND BETH	CHALK PAINT WORKSHOP	02/01/2018	175.00	PARK & RECREATI
Total VOLTMER, STEVE AND BETH:			175.00	
WALLER, RYAN				
WALLER, RYAN	CELL PHONE 1/9/18 - 2/8/18	02/08/2018	75.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WALLER, RYAN:			75.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	41.90	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	484.82	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	1,341.60	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	1,683.36	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	309.19	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - VANS	02/02/2018	10.12	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	2,686.63	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION	02/02/2018	320.03	SEWER FUND
Total WARREN COUNTY ENGINEER:			6,877.65	
WARREN COUNTY OIL				
WARREN COUNTY OIL	LP	01/24/2018	527.47	PARK & RECREATI
Total WARREN COUNTY OIL:			527.47	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	REC FEES	01/31/2018	63.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			63.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING APT 10-13031-73000	01/29/2018	2,630.32	RECYCLING FUND
WASTE MANAGEMENT OF IOW	TRASH	01/29/2018	70.54	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13076-93002	01/29/2018	10.00	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13079-23004	01/29/2018	10.24	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING RES 10-13011-73004	01/29/2018	13,888.14	RECYCLING FUND
WASTE MANAGEMENT OF IOW	PULL/RETURN	02/01/2018	359.91	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			16,969.15	
WELLS FARGO CCER				
WELLS FARGO CCER	AMAZON MKTPLACE PMTSoffice supplies	01/02/2018	42.08	POLICE FUND
WELLS FARGO CCER	CHUMBLEYS AUTO CAREKerosene for Heater	01/02/2018	57.25	SEWER FUND
WELLS FARGO CCER	THEISENS #21jack foot	01/02/2018	8.99	PARK & RECREATI
WELLS FARGO CCER	ADOBE CREATIVE CLOUDsoftware subscripti	01/02/2018	49.99	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Notebook and Kleenex	01/03/2018	5.44	GENERAL FUND
WELLS FARGO CCER	POS SUPPLY SOLUTIONSthermal paper for ca	01/03/2018	202.95	POLICE FUND
WELLS FARGO CCER	AED SUPERSTOREaed replacement pads	01/03/2018	338.00	POLICE FUND
WELLS FARGO CCER	MCCOY TRUE VALUEIndoor PlayDate - bounc	01/03/2018	14.38	PARK & RECREATI
WELLS FARGO CCER	AM LEONARDsaw blade, hand saw	01/03/2018	161.92	PARK & RECREATI
WELLS FARGO CCER	INDOFF INCORPORATEDMaterials/Supplies	01/04/2018	48.59	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATEDMaterials/Supplies	01/04/2018	48.59	GENERAL FUND
WELLS FARGO CCER	USCC IVRCcell phone charges	01/04/2018	45.72	GENERAL FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTSoffice supplies	01/04/2018	5.99	POLICE FUND
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	01/04/2018	352.10	AMBULANCE FUN
WELLS FARGO CCER	CLEAR SOLUTIONS INC INTER	01/04/2018	44.60	LIBRARY SPECIAL
WELLS FARGO CCER	THE HOME DEPOT #2115Anchors, washers to	01/04/2018	73.59	SEWER FUND
WELLS FARGO CCER	IOWA DNR SALESConstruction Permit for Sew	01/04/2018	100.00	SEWER FUND
WELLS FARGO CCER	PAYPAL ITITurf Grass	01/04/2018	175.00	PARK & RECREATI
WELLS FARGO CCER	PAYPAL ITIRegistration for Iowa Turfgrass Co	01/04/2018	175.00	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUEpaint trays	01/04/2018	3.99	PARK & RECREATI
WELLS FARGO CCER	SPECIALISTID.COMCard holders and card prot	01/04/2018	90.18	FIRE FUND
WELLS FARGO CCER	ISU CPMSHade Tree Short Course	01/04/2018	205.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	QUILL CORPORATIONOffice supplies	01/05/2018	184.36	POLICE FUND
WELLS FARGO CCER	NAPA PARTS 0000514Battery and fuses for F1	01/05/2018	142.98	SEWER FUND
WELLS FARGO CCER	MCCOY TRUE VALUEGH keys	01/05/2018	3.96	PARK & RECREATI
WELLS FARGO CCER	THEISENS #21Diesel Fuel Supplement, 10W30	01/05/2018	37.86	PARK & RECREATI
WELLS FARGO CCER	FASTENAL COMPANY01Parts	01/05/2018	26.08	ROAD USE TAX FU
WELLS FARGO CCER	THEISENS #21Parts	01/05/2018	19.08	ROAD USE TAX FU
WELLS FARGO CCER	NAPA PARTS 0000514parts for ambulance	01/05/2018	21.98	AMBULANCE FUN
WELLS FARGO CCER	WM SUPERCENTER #1491Misc Supplies	01/05/2018	28.73	GENERAL FUND
WELLS FARGO CCER	BASS PRO STORE ALTOONA,x3- 758 Tackle	01/08/2018	218.94	AMBULANCE FUN
WELLS FARGO CCER	BOUND TREE MEDICAL LLCEMS Supplies Se	01/08/2018	599.91	AMBULANCE FUN
WELLS FARGO CCER	WM SUPERCENTER #1491Office Supplies	01/08/2018	8.64	LIBRARY FUND
WELLS FARGO CCER	CHUMBLEYS AUTO CAREKerosene for Heater	01/08/2018	56.82	SEWER FUND
WELLS FARGO CCER	CASEYS GEN STORE 3404Minivan fuel	01/08/2018	10.00	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Youth Basketball fir	01/08/2018	16.81	POOL (MEMORIAL)
WELLS FARGO CCER	ISU CPMRegistration for Shade Tree Short Cou	01/08/2018	170.00	PARK & RECREATI
WELLS FARGO CCER	HOBBY-LOBBY #258Puzzle mat for seniors	01/08/2018	9.53	PARK & RECREATI
WELLS FARGO CCER	OREILLY AUTO #0337Antifreeze, Electrical con	01/08/2018	78.94	AMBULANCE FUN
WELLS FARGO CCER	PP STUDIOFUSCOLLCMelissa Business Card	01/08/2018	32.50	GENERAL FUND
WELLS FARGO CCER	WM SUPERCENTER #1491Candy for Valentin	01/08/2018	8.94	PARK & RECREATI
WELLS FARGO CCER	LOVE S TRAVEL 00006841Fuel for 330 to prec	01/08/2018	48.97	AMBULANCE FUN
WELLS FARGO CCER	AMAZON MKTPLACE PMTsoffice supplies	01/09/2018	29.95	POLICE FUND
WELLS FARGO CCER	HY VEE 1271Special event supplies	01/09/2018	43.32	LIBRARY FUND
WELLS FARGO CCER	WM SUPERCENTER #1491Ribbon and tablecl	01/09/2018	10.11	PARK & RECREATI
WELLS FARGO CCER	WOMANS DAY 8002342960Womans Day subs	01/09/2018	5.35	PARK & RECREATI
WELLS FARGO CCER	PAYPAL STUDIOFUSCO72 hour violation stick	01/10/2018	351.00	POLICE FUND
WELLS FARGO CCER	QUILL CORPORATIONOffice supplies	01/10/2018	21.28	POLICE FUND
WELLS FARGO CCER	ARROW INTERNATIONALEMS Supplies See	01/10/2018	1,100.00	AMBULANCE FUN
WELLS FARGO CCER	THEISENS #21Garden Hose manifold for clarifi	01/10/2018	18.98	SEWER FUND
WELLS FARGO CCER	SUNDOWN EQUIPMENTRepair Kubota 3680 fr	01/10/2018	1,284.24	PARK & RECREATI
WELLS FARGO CCER	SQ CR SERVICESHand Soap	01/10/2018	8.43	PARK & RECREATI
WELLS FARGO CCER	ISU CPMShade Tree Shortcourse	01/10/2018	170.00	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Think Spring	01/10/2018	38.97	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Shop supplies	01/10/2018	16.88	PARK & RECREATI
WELLS FARGO CCER	MACHOVECMustang Cold Water Survival Suit	01/11/2018	1,350.65	FIRE FUND
WELLS FARGO CCER	BOUND TREE MEDICAL LLCEMS Supplies Se	01/11/2018	212.95	AMBULANCE FUN
WELLS FARGO CCER	INDOFF INCORPORATEDProgram supplies	01/11/2018	5.80	LIBRARY FUND
WELLS FARGO CCER	THE HOME DEPOT #2103Ballast for lights in la	01/11/2018	31.94	SEWER FUND
WELLS FARGO CCER	THEISENS #21Motor Oil for Ventrac	01/11/2018	35.94	PARK & RECREATI
WELLS FARGO CCER	THE GREATER DES MOINESparking for Partn	01/11/2018	7.50	GENERAL FUND
WELLS FARGO CCER	IN ROTARY CLUB OF INDIANRotary dues - p	01/11/2018	140.00	GENERAL FUND
WELLS FARGO CCER	MCCOY TRUE VALUEscrews and bolts for ne	01/11/2018	26.32	FIRE FUND
WELLS FARGO CCER	WAL-MART #1491Thank you cards for custome	01/11/2018	21.27	GENERAL FUND
WELLS FARGO CCER	WAL-MART #1491garbage bags @-10.18 and x	01/12/2018	15.66	FIRE FUND
WELLS FARGO CCER	DEMCO INCSRP18	01/12/2018	76.43	LIBRARY SPECIAL
WELLS FARGO CCER	DAVIS EQUIPMENTHydraulic Filters and Fluid f	01/12/2018	172.14	PARK & RECREATI
WELLS FARGO CCER	HY VEE 1271Flowers for funeral, McCurdy	01/12/2018	50.00	FIRE FUND
WELLS FARGO CCER	5GUYS 0663 QSRiowa Association Building Off	01/15/2018	27.83	GENERAL FUND
WELLS FARGO CCER	QUILL CORPORATIONOffice supplies	01/15/2018	27.98	POLICE FUND
WELLS FARGO CCER	CNA CLASSIFIEDSad for officer job	01/15/2018	300.00	POLICE FUND
WELLS FARGO CCER	QUILL CORPORATIONOffice supplies	01/15/2018	13.29	POLICE FUND
WELLS FARGO CCER	CHUMBLEYS AUTO CAREKerosene for Heater	01/15/2018	42.50	SEWER FUND
WELLS FARGO CCER	NAPA PARTS 0000514Drill bits for New Engine	01/15/2018	79.93	FIRE FUND
WELLS FARGO CCER	DMACC URBAN BKST #1088Two sets of EMT	01/15/2018	502.50	AMBULANCE FUN
WELLS FARGO CCER	INDOFF INCORPORATEDStamp	01/16/2018	54.00	GENERAL FUND
WELLS FARGO CCER	CNA CLASSIFIEDSad for officer job	01/17/2018	300.00	POLICE FUND
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	01/17/2018	119.80	AMBULANCE FUN
WELLS FARGO CCER	WM SUPERCENTER #1491Family program	01/17/2018	2.94	LIBRARY FUND
WELLS FARGO CCER	CHUMBLEYS AUTO CAREKerosene for Heater	01/17/2018	89.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	FULL SOURCE LLC Safety sweatshirts and vest	01/17/2018	334.45	SEWER FUND
WELLS FARGO CCER	KULLY SUPPLY Drinking fountain parts Activity	01/17/2018	46.06	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUE Hardware New Engine 3	01/17/2018	57.52	FIRE FUND
WELLS FARGO CCER	SHOTTENKIRK FORD OF INDIA Vehicle Batter	01/18/2018	110.96	GENERAL FUND
WELLS FARGO CCER	WM SUPERCENTER #1491 x1-3gal garbage ca	01/18/2018	26.55	FIRE FUND
WELLS FARGO CCER	DLH GRAFX Youth Basketball - tshirt addon	01/18/2018	4.50	PARK & RECREATI
WELLS FARGO CCER	HONORS GRAD MYC Graduation Cords	01/18/2018	56.43	PARK & REC SPEC
WELLS FARGO CCER	CROSS BORDER TRANS FEELittle Green Butt	01/18/2018	2.44	GENERAL FUND
WELLS FARGO CCER	WWW.WIGGLY-AMPLS.COM Little Green Butto	01/18/2018	244.01	GENERAL FUND
WELLS FARGO CCER	GOOD HOUSEKEEPING MAGA Good Houseke	01/18/2018	10.70	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUE Building Maint	01/19/2018	20.29	LIBRARY FUND
WELLS FARGO CCER	IOWA WATER ENVIRONMENT ASTy Herrick tr	01/19/2018	190.00	SEWER FUND
WELLS FARGO CCER	THEISENS #21 vulcam GH	01/19/2018	22.97	PARK & RECREATI
WELLS FARGO CCER	NEPEL RANPELRA Membership	01/19/2018	215.00	GENERAL FUND
WELLS FARGO CCER	SHRM MEMBER 600784755 SHRM Membership	01/19/2018	209.00	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATED Credit	01/19/2018	154.65	GENERAL FUND
WELLS FARGO CCER	WM SUPERCENTER #1491 Office supplies	01/19/2018	49.38	PARK & RECREATI
WELLS FARGO CCER	PARTY CITY Table Covers - Daddy Daughter D	01/19/2018	129.36	PARK & RECREATI
WELLS FARGO CCER	CHUMBLEYS AUTO CARE Kerosene for Heater	01/22/2018	65.73	SEWER FUND
WELLS FARGO CCER	NAPA PARTS 0000514 Studs for Mono Pumps	01/22/2018	13.85	SEWER FUND
WELLS FARGO CCER	GOTPRINT.COM VMAC locker room signage	01/22/2018	45.42	POOL (MEMORIAL)
WELLS FARGO CCER	EAGLE ENGRAVING Passport tags Engine 333	01/22/2018	51.00	FIRE FUND
WELLS FARGO CCER	AMAZON.COM Replacement UPS for Library S	01/22/2018	158.99	GENERAL FUND
WELLS FARGO CCER	GETMEREGISTERED.COM IA Workforce Devel	01/22/2018	295.00	GENERAL FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW.2 Music C	01/22/2018	16.98	LIBRARY FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW.9 DVDs	01/22/2018	137.74	LIBRARY FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW. Library sup	01/22/2018	11.88	LIBRARY FUND
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	01/23/2018	2,183.01	AMBULANCE FUN
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATION ILA Membershi	01/23/2018	75.00	LIBRARY FUND
WELLS FARGO CCER	WARREN COUNTY OILLP for North Plant	01/23/2018	1,774.65	SEWER FUND
WELLS FARGO CCER	THEISENS #21 Fuel can for Station, cap for Eng	01/23/2018	66.86	FIRE FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW. Male USB	01/24/2018	9.99	GENERAL FUND
WELLS FARGO CCER	CNA CLASSIFIED Sad for officer job	01/24/2018	300.00	POLICE FUND
WELLS FARGO CCER	AMAZON.COM SRP Prize	01/24/2018	49.99	LIBRARY SPECIAL
WELLS FARGO CCER	MCCOY TRUE VALUE Nut drivers	01/24/2018	7.72	PARK & RECREATI
WELLS FARGO CCER	DISPLAYS2GO Lobby Sign Stand	01/24/2018	77.40	PARK & RECREATI
WELLS FARGO CCER	INDOFF INCORPORATED Office supplies	01/24/2018	19.50	GENERAL FUND
WELLS FARGO CCER	THE UPS STORE #6682 UPS return postage for	01/24/2018	19.66	PARK & RECREATI
WELLS FARGO CCER	USPS PO 1843650625 Forever Stamps and Pos	01/24/2018	106.00	PARK & RECREATI
WELLS FARGO CCER	GOV COMPLIANCE FILING Renew certification	01/24/2018	598.00	FIRE FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW. SRP18	01/25/2018	44.95	LIBRARY SPECIAL
WELLS FARGO CCER	MCCOY TRUE VALUE sheet metal screws	01/25/2018	25.63	PARK & RECREATI
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIA Vulcam	01/25/2018	18.99	PARK & RECREATI
WELLS FARGO CCER	PARKING RAMPSParking for mediation.	01/25/2018	5.00	GENERAL FUND
WELLS FARGO CCER	INDOFF INCORPORATED Office Supplies	01/25/2018	30.34	GENERAL FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS IMU FD Surface v	01/25/2018	35.00	CAPITAL PROJECT
WELLS FARGO CCER	VISTAPR VISTAPRINT.COM officer business ca	01/26/2018	487.97	POLICE FUND
WELLS FARGO CCER	MCCOY TRUE VALUE Greenhouse Thermomet	01/26/2018	4.99	PARK & RECREATI
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIA Vulcam	01/26/2018	113.94	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUE Hardware and bolts Engi	01/26/2018	24.74	FIRE FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS USB Hub	01/26/2018	6.49	GENERAL FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW. IMU FD Su	01/26/2018	29.98	CAPITAL PROJECT
WELLS FARGO CCER	INDOFF INCORPORATED Materials/Supplies	01/29/2018	31.98	GENERAL FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTS WWW.1 DVD	01/29/2018	24.96	LIBRARY FUND
WELLS FARGO CCER	RHODE ISLAND NOVELTY SRP18	01/29/2018	122.35	LIBRARY SPECIAL
WELLS FARGO CCER	OTC BRANDS, INC. SRP18	01/29/2018	185.73	LIBRARY SPECIAL
WELLS FARGO CCER	CHUMBLEYS AUTO CARE Kerosene for Heater	01/29/2018	64.91	SEWER FUND
WELLS FARGO CCER	WAL-MART #1491 Youth Basketball first aid sup	01/29/2018	23.72	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	BOBS CUSTOM TROPHIESAdult Basketball Le	01/29/2018	110.00	PARK & RECREATI
WELLS FARGO CCER	CIRCLE B CASHWAY OF INDIAvulcam	01/29/2018	75.96	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Zone snacks	01/29/2018	69.78	PARK & RECREATI
WELLS FARGO CCER	CHUMBLEYS AUTO CARENon Alcohol Fuel fo	01/29/2018	36.50	FIRE FUND
WELLS FARGO CCER	NAPA PARTS 0000514Oil and filters for Attack	01/29/2018	97.73	FIRE FUND
WELLS FARGO CCER	OREILLY AUTO #0337Clamps for New UTV	01/29/2018	4.46	FIRE FUND
WELLS FARGO CCER	MOOD PANDORAMonthly Hold Music	01/29/2018	26.95	GENERAL FUND
WELLS FARGO CCER	INKJETS.COMToner - Computer Lab	01/29/2018	70.06	PARK & RECREATI
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATIONILA dues	01/30/2018	80.00	LIBRARY FUND
WELLS FARGO CCER	STREET SPORTS APPARChris Street book	01/30/2018	26.35	LIBRARY FUND
WELLS FARGO CCER	MCCOY TRUE VALUEHose bib for Morlock ge	01/30/2018	2.06	SEWER FUND
WELLS FARGO CCER	THEISENS #21Greenhouse Supplies	01/30/2018	47.94	PARK & RECREATI
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATIONIowa Library As	01/30/2018	80.00	LIBRARY FUND
WELLS FARGO CCER	CNA CLASSIFIEDSad for officer job	01/31/2018	300.00	POLICE FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTPPoster frames	01/31/2018	50.73	SEWER FUND
WELLS FARGO CCER	BROWNS SHOE FIT CO 79Ricks work shoes	01/31/2018	110.00	SEWER FUND
WELLS FARGO CCER	GOTPRINT.COMYoga in the park signage	01/31/2018	50.77	PARK & RECREATI

Total WELLS FARGO CCER:

20,861.10

Grand Totals:

669,970.81

City Council: _____

Meeting Date: 02/20/2018

Information

Subject

City Treasurer's Report - Doug Shull

Information

Fiscal Impact

Attachments

January 2018 Treasurer Report

January 2017 Treasurer Report

FINANCIAL REPORT
MONTH OF JANUARY, 2018

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FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,442,569.04	83,909.10	138,677.29	128,259.74	8,124.92	1,507,935.67	
011 Police	1,220,569.24	33,993.89	202,754.02	49,179.67	4,081.70	1,096,907.08	
015 Fire	607,592.91	10,905.29	37,775.61	3,951.37	625.92	584,048.04	
016 Ambulance	181,231.38	93,755.77	92,109.59	2,086.26	3,541.87	181,421.95	
041 Library	121,465.16	7,971.16	36,375.52	4,161.47	2,396.33	94,825.94	
042 Park & Recreation	574,262.81	31,684.53	68,065.29	4,714.37	3,139.06	539,457.36	
045 Memorial Pool	53,710.77	3,132.52	820.71	0.00	0.00	56,022.58	
071 General Fund Debt Service	95,934.14	1,661.91	0.00	0.00	0.00	97,596.05	
099 Franchise Fees-MEC	636,638.23	31,602.17	0.00	0.00	0.00	668,240.40	
GENERAL FUND SUB-TOTAL	4,933,973.68	298,616.34	576,578.03	192,352.88	21,909.80	4,826,455.07	
110 Road Use Tax (Streets)	2,119,015.59	124,037.03	89,296.24	0.00	15,465.82	2,138,290.56	
112 Trust & Agency	0.00	36,859.80	0.00	0.00	36,859.80	0.00	
115 YMCA Maintenance Obligations	278,619.46	0.00	0.00	0.00	0.00	278,619.46	
121 Local Option Sales Tax	2,625,106.56	155,119.91	0.00	0.00	0.00	2,780,226.47	
125 TIF--Downtown	1,930,740.95	25,451.61	0.00	0.00	0.00	1,956,192.56	
141 Library Special Revenue	39,647.57	90.40	1,287.91	0.00	0.00	38,450.06	
142 Park & Rec Special Revenue	113,915.56	297.68	24.00	0.00	0.00	114,189.24	
160 Downtown Revolving Loan	167,830.47	0.00	0.00	0.00	0.00	167,830.47	
161 Downtown Business Inc Program	42,744.24	15,000.00	1,188.71	0.00	0.00	56,555.53	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	866,453.83	4,896.85	250,942.00	2,333.33	0.00	622,742.01	
199 Police Retirement	72,857.91	107.07	0.00	0.00	1,041.67	71,923.31	
SPECIAL REVENUES SUB-TOTAL	8,276,762.21	361,860.35	342,738.86	2,333.33	53,367.29	8,244,849.74	
200 DEBT SERVICE (SUB-TOTAL)	1,953,612.50	16,940.36	0.00	12,333.33	0.00	1,982,886.19	
301 Capital Projects (General)	178,227.07	31,434.33	48,317.76	0.00	0.00	161,343.64	
321 Capital Projects (Streets)	-274,412.73	3,653.33	30.85	0.00	0.00	-270,790.25	
344 Community Athletic Facility	-2,319.87	0.00	205.00	0.00	0.00	-2,524.87	
353 Community ReDevelopment (D&D)	-50,528.01	0.00	700.00	2,222.22	0.00	-49,005.79	
CAPITAL PROJECTS SUB-TOTAL	-149,033.54	35,087.66	49,253.61	2,222.22	0.00	-160,977.27	
610 Sewer	973,343.24	0.00	82,791.72	140,097.45	29,618.64	1,001,030.33	
650 Stormwater Utility	565,671.87	17,453.28	0.00	0.00	5,408.33	577,716.82	
670 Recycling	104,689.78	19,684.46	18,695.13	0.00	1,305.69	104,373.42	
710 Sewer Capital Projects	1,517,891.76	269,851.54	3,552.70	0.00	201,322.44	1,582,868.16	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	405,072.41	0.00	0.00	2,083.33	0.00	407,155.74	
791 Sewer Revenue Bonds	582,514.15	0.00	0.00	56,708.33	0.00	639,222.48	
820 Health Insurance	620,922.61	173,047.29	72,235.74	0.00	0.00	721,734.16	
830 Health Reimbursement Account	213,788.45	0.00	5,418.45	0.00	0.00	208,370.00	
840 Flex/STD	201,758.43	815.38	5,080.03	249.00	0.00	197,742.78	
850 Liability Insurance Reserve--City	23,184.46	30.60	0.00	0.00	0.00	23,215.06	
CITY UTILITY & IS SUB-TOTAL	5,323,075.86	480,882.55	187,773.77	199,138.11	237,655.10	5,577,667.65	
TOTAL CITY FUNDS	20,338,390.71	1,193,387.26	1,156,344.27	408,379.87	312,932.19	20,470,881.38	59%
TOTAL IMU FUNDS	14,956,885.56	1,464,116.19	2,154,920.11	184,746.42	280,194.10	14,170,633.96	41%
GRAND TOTAL CITY & IMU	35,295,276.27	2,657,503.45	3,311,264.38	593,126.29	593,126.29	34,641,515.34	
Cross Check Total						34,641,515.34	
Investments					Clerk's Balance	34,641,515.34	
Bankers Trust	\$ 20,848,283.76	1.99%					
Bankers Trust IMU Elec Fiber Project	\$ 6,999,848.84	1.12%					
Bankers Trust Debt Reserve - Peoples Bank	\$ 864,845.92	1.13%					
Iowa Public Agency Inv. Trust	\$ 111,867.63	1.077%			Plus Outstanding Checks	25,988.96	
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 243,318.45	Earnings Credit			Oustanding Deposit	-18,125.85	
Sweep Account, City State Bank	\$ 592,389.02	0.65%					
Indianola Police Dept, City State Bank	\$ 37,826.54						
Payroll Account, TruBank	\$ -						
Checking Account, TruBank	\$ 110,014.01	0.15%					
Sweep Account, TruBank	\$ 4,388,093.74	1.51%					
City USDA Funds - TruBank	\$ 75,000.00						
IMU USDA Funds - TruBank	\$ 375,000.00						
Wells Fargo	\$ 2,890.54						
BANK BALANCE	34,649,378.45					34,649,378.45	

600 Water	489,043.73	202,739.80	101,266.22	0.00	97,701.49	492,815.82
620 IMU Administration	8,948.14	0.00	67,160.46	32,754.75	12.00	-25,469.57
625 Revolving Economic Development	109,250.90	152.98	0.00	0.00	0.00	109,403.88
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	2,844,074.25	1,135,807.22	965,069.39	22,566.67	161,084.92	2,876,293.83
640 Fiber/Communications	122,621.27	38,095.32	62,410.82	0.00	21,395.69	76,910.08
700 Water Capital Projects	1,554,261.33	0.00	175,004.10	49,000.00	0.00	1,428,257.23
730 Electric Capital Projects	8,996,430.81	87,300.48	777,989.33	0.00	0.00	8,305,741.96
740 Fiber/Comm Capital Projects	-295,641.14	0.00	6,019.79	0.00	0.00	-301,660.93
770 Water Reserve	0.00	0.00	0.00	0.00	0.00	0.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	51,250.02	0.00	0.00	8,541.67	0.00	59,791.69
793 Electric Revenue Bonds	613,161.16	0.00	0.00	71,883.33	0.00	685,044.49
855 Liability Insurance Reserve--IMU	13,485.09	20.39	0.00	0.00	0.00	13,505.48
IMU SUB-TOTAL	14,956,885.56	1,464,116.19	2,154,920.11	184,746.42	280,194.10	14,170,633.96

INTEREST DISTRIBUTION

	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 19,407.96	38.06%	\$ 19,407.96	\$ 97,924.61
Water Funds	\$ 3,013.70	5.91%	\$ 3,013.70	\$ 16,718.60
Sewer Funds	\$ 3,569.50	7.00%	\$ 3,569.50	\$ 24,019.37
Police Retirement	\$ 107.07	0.21%	\$ 107.07	\$ 704.16
Community Redevelopment	\$ -	0.00%	\$ -	
All other	\$ 24,894.80	48.82%	\$ 24,894.80	\$ 146,409.32
TOTAL	\$ 50,993.03	100.00%	\$ 50,993.03	\$ 285,776.06

FINANCIAL REPORT
MONTH OF JANUARY, 2017

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,563,461.53	52,430.43	159,240.17	133,160.02	2,487.83	1,587,323.98	
011 Police	900,858.39	16,779.52	190,200.77	31,005.22	309.00	758,133.36	
015 Fire	605,883.32	9,660.44	44,500.38	809.65	24.72	571,828.31	
016 Ambulance	295,680.57	71,676.43	95,965.19	427.48	15,572.66	256,246.63	
041 Library	61,896.21	2,519.44	28,024.05	852.71	77.25	37,167.06	
042 Park & Recreation	543,095.23	24,392.73	74,704.15	965.99	108.15	493,641.65	
045 Memorial Pool	-125,513.81	6,805.33	1,269.65	0.00	0.00	-119,978.13	
071 General Fund Debt Service	95,400.61	425.11	0.00	0.00	0.00	95,825.72	
099 Franchise Fees-MEC	512,412.57	30,228.61	0.00	0.00	0.00	542,641.18	
GENERAL FUND SUB-TOTAL	4,453,174.62	214,918.04	593,904.36	167,221.07	18,579.61	4,222,829.76	
110 Road Use Tax (Streets)	1,481,157.92	165,435.71	79,826.44	0.00	16,465.27	1,550,301.92	
112 Trust & Agency	0.00	7,552.71	0.00	0.00	7,552.71	0.00	
115 YMCA Maintenance Obligations	285,191.46	0.00	1,530.00	0.00	0.00	283,661.46	
121 Local Option Sales Tax	665,135.84	170,015.01	0.00	0.00	0.00	835,150.85	
125 TIF--Downtown	1,188,744.24	4,283.48	0.00	0.00	0.00	1,193,027.72	
141 Library Special Revenue	38,496.54	264.34	804.88	0.00	0.00	37,956.00	
142 Park & Rec Special Revenue	141,777.20	2,416.94	0.00	0.00	0.00	144,194.14	
160 Downtown Revolving Loan	156,256.82	0.00	0.00	0.00	0.00	156,256.82	
161 Downtown Business Inc Program	54,286.91	0.00	39,034.77	0.00	0.00	15,252.14	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	1,161,543.10	46,138.94	44,048.00	12,333.33	0.00	1,175,967.37	
199 Police Retirement	84,071.00	128.76	0.00	0.00	1,041.67	83,158.09	
SPECIAL REVENUES SUB-TOTAL	5,276,491.10	396,235.89	165,244.09	12,333.33	25,059.65	5,494,756.58	
200 DEBT SERVICE (SUB-TOTAL)	1,900,816.22	5,120.61	0.00	35,166.66	0.00	1,941,103.49	
301 Capital Projects (General)	636,573.74	2,556.76	0.00	0.00	0.00	639,130.50	
321 Capital Projects (Streets)	120,731.97	605.00	3,276.97	0.00	0.00	118,060.00	
344 Community Athletic Facility	388.60	1.95	84.89	0.00	0.00	305.66	
353 Community ReDevelopment (D&D)	-54,832.89	0.00	0.00	0.00	0.00	-54,832.89	
CAPITAL PROJECTS SUB-TOTAL	702,861.42	3,163.71	3,361.86	0.00	0.00	702,663.27	
610 Sewer	695,790.69	0.00	76,675.50	137,800.00	37,102.26	719,812.93	
650 Stormwater Utility	557,394.40	17,025.73	60.00	0.00	5,050.00	569,310.13	
670 Recycling	94,685.62	18,523.09	16,388.11	0.00	1,541.67	95,278.93	
710 Sewer Capital Projects	733,951.61	262,768.98	8,790.78	0.00	209,616.66	778,313.15	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	380,072.45	0.00	0.00	2,083.33	0.00	382,155.78	
791 Sewer Revenue Bonds	512,953.16	0.00	0.00	58,250.00	0.00	571,203.16	
820 Health Insurance	635,102.14	122,753.49	103,587.94	0.00	0.00	654,267.69	
830 Health Reimbursement Account	312,536.24	0.00	15,506.75	0.00	0.00	297,029.49	
840 Flex/STD	225,819.24	3,008.42	4,464.70	1,421.40	0.00	225,784.36	
850 Liability Insurance Reserve--City	25,035.20	42.91	0.00	0.00	0.00	25,078.11	
CITY UTILITY & IS SUB-TOTAL	4,287,579.45	424,122.62	225,473.78	199,554.73	253,310.59	4,432,472.43	
TOTAL CITY FUNDS	16,620,922.81	1,043,560.87	987,984.09	414,275.79	296,949.85	16,793,825.54	65%
TOTAL IMU FUNDS	8,252,511.22	1,339,667.24	354,928.27	85,646.97	202,972.91	9,119,924.25	35%
GRAND TOTAL CITY & IMU	24,873,434.03	2,383,228.11	1,342,912.36	499,922.76	499,922.76	25,913,749.78	
Cross Check Total						25,913,749.78	
Investments					Clerk's Balance	25,913,749.78	
Bankers Trust	\$ 21,320,627.07	1.85%					
Iowa Public Agency Inv. Trust	\$ 111,200.81	0.080%			Plus Outstanding Checks	129,412.50	
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 245,247.48	Earnings Credit			Outstanding Deposit	-10,473.50	
Sweep Account, City State Bank	\$ 4,334,824.28	0.65%					
Indianola Police Dept, City State Bank	\$ 18,204.87						
Wells Fargo	\$ 2,584.27						
BANK BALANCE	26,032,688.78					26,032,688.78	

600 Water	88,196.27	198,499.49	81,926.26	0.00	38,177.03	166,592.47
620 IMU Administration	0.00	0.00	0.00	0.00	0.00	0.00
625 Revolving Economic Development	107,500.77	163.88	0.00	0.00	0.00	107,664.65
626 USDA RLF	375,000.00	0.00	0.00	0.00	0.00	375,000.00
630 Electric	1,706,627.32	1,016,504.64	167,060.67	22,566.67	159,139.46	2,419,498.50
640 Fiber/Communications	262,886.93	33,157.09	43,965.02	0.00	5,656.42	246,422.58
700 Water Capital Projects	1,095,791.01	0.00	-116.00	35,991.67	0.00	1,131,898.68
730 Electric Capital Projects	3,765,318.26	91,318.74	62,092.32	0.00	0.00	3,794,544.68
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	21,744.70	0.00	0.00	-44,811.37	0.00	-23,066.67
793 Electric Revenue Bonds	604,513.07	0.00	0.00	71,900.00	0.00	676,413.07
855 Liability Insurance Reserve--IMU	14,932.89	23.40	0.00	0.00	0.00	14,956.29
IMU SUB-TOTAL	8,252,511.22	1,339,667.24	354,928.27	85,646.97	202,972.91	9,119,924.25

INTEREST DISTRIBUTION	INTEREST		% OF TOTAL	CALYTD		FYTD
	INCOME					
Electric Funds	\$ 11,305.08	28.98%	\$ 11,305.08	\$ 44,848.69		
Water Funds	\$ 2,481.45	6.36%	\$ 2,481.45	\$ 10,013.82		
Sewer Funds	\$ 3,183.75	8.16%	\$ 3,183.75	\$ 11,585.53		
Police Retirement	\$ 128.76	0.33%	\$ 128.76	\$ 624.10		
Community Redevelopment	\$ -	0.00%	\$ -	\$ -		
All other	\$ 21,917.57	56.17%	\$ 21,917.57	\$ 78,740.93		
TOTAL	\$ 39,016.61	100.00%	\$ 39,016.61	\$ 145,813.07		

Meeting Date: 02/20/2018

Information

Subject

Receive Catch Des Moines annual report from Greg Edwards, President and CEO

Information

Greg Edwards will update the Mayor and Council regarding the Greater Des Moines Convention & Visitors Bureau through a power-point presentation.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/20/2018

Information

Subject

Consider nomination to the Board of Adjustment

Information

Council will need to consider the appointment of Rene Soldwisch to the Board of Adjustment Commission - a term to begin immediately and expire December 31, 2022 (packet).

Roll call is in order.

Fiscal Impact

Attachments

Bio

Board of Adjustment—BIO

Rene Soldwisch has lived in Indianola since 2012. She relocated to the community when she accepted a position at her family's real estate business. Rene recently celebrated 5 years as a Realtor and Home Buying Specialist on the MistySOLDwisch Home Selling Team at Better Homes and Gardens Real Estate Innovations. This role takes advantage of leveraging her knowledge of the local community, matching buyers with the best home for their needs, and guiding them through the process to create a positive experience. She also acts as Agent Mentor, training agents new to the industry on the procedures and best practices of learning their position.

Prior to moving to Indianola, she lived in the Cedar Falls area with experience as an interior decorator, mortgage loan originator and underwriter. Rene enjoys the small town feel of Indianola combined with the great access to recreational, educational, and cultural activities that are offered here. She takes great pride in owning a home in the community and having first-hand knowledge from real estate clients on decisions and practices by local homeowners that affect the perception of our real estate market and city.

I see my experience in the reality market as an asset in evaluating items that will be brought before this board. As a realtor, I am very aware of the importance of community aesthetics and it's value of the economic impact it can have.



Rene SOLDwisch, REALTOR®

Home Buying Specialist

Meeting Date: 02/20/2018

Information

Subject

Public hearing to approve and authorize the sale of real property for development located at 401 E. Euclid

Information

The City Council will need to hold a public hearing (no additional readings) to sell 401 E. Euclid Avenue for the purpose of constructing a 3,840 square foot wood structure building with pre-finished metal siding for intended uses as a carpenter's shop.

After the public hearing the Council will need to consider the development agreement.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/20/2018

Information

Subject

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

Information

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

Highlights of the Development Agreement include:

- The Developer shall build a 3,840 square foot wood structure building with prefinished metal siding for intended uses as a carpenter's shop and for storage
- The Assessor's records show the valuation for the Property and any improvements as of January 1, 2019 to be \$220,000
- The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by \$220,000 beginning on January 1, 2020

Roll call is in order.

Fiscal Impact

Attachments

Development Agreement
Resolution

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA and DOUGLAS F. DOWIE

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the 20th day of February, 2018, by and among the CITY OF INDIANOLA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A, 404, and 364.7 of the Code of Iowa, 2018 (the "Code"), as amended, and DOUGLAS F. DOWIE, having offices for the transaction of business at 807 E. 1st Street, Indianola, Iowa 50125 (the "Developer").

WITNESSETH:

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

The North 95 feet of OUTLOT 101 in the AUDITOR'S PLAT OF OUTLOTS TO THE CITY OF INDIANOLA, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Locally known as: 401 East Euclid Avenue, Indianola, Iowa (the "Development Property"); and

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

WHEREAS, Developer shall build a 3,840 square foot wood structure building with prefinished metal siding for intended uses as a carpenter's shop and for storage as shown Exhibit A, as may be amended from time to time, attached hereto and made a part hereof ("Minimum Improvements"), on the Development Property; and

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

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

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Developer makes the following representations and warranties:

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

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

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

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

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

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

ARTICLE II. SALE OF DEVELOPMENT PROPERTY

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

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

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

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

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

Section 2.4. Real Estate Taxes and Special Assessments.

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

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

Once Developer commences construction, and the Right of Reversion terminates, if construction of the Minimum Improvements is not substantially completed by January 1, 2019, Developer shall pay to the City a liquidated damages fee in the amount of \$8,573.00, and the Minimum Assessment shall be applied in accordance with the Minimum Assessment Agreement. Substantial completion shall mean the Minimum Improvements have been completed with the exception of minor items that do not materially interfere with the completion of the Minimum Improvements or occupancy of the Development Property.

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

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

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

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

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

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

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

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

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

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

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer shall construct Minimum Improvements on the Development Property as set forth in this Agreement. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than detailed and outlined in Exhibit A, as may be amended from time to time in accordance with the terms of this Agreement, and in the Construction Plans submitted to the City under Section 3.1(b), unless Amendments to the Minimum Improvements and Construction Plans have been agreed to by both Parties in writing; and that construction of the Minimum Improvements shall require a total investment of not less than Two Hundred Twenty Thousand Dollars (\$220,000).

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

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

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

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

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

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

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

ARTICLE IV. DEFAULT AND REMEDIES

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

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

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

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

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

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

(f) Developer shall:

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

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

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

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

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

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

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

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

ARTICLE V. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to DOUGLAS F. DOWIE, 807 E. 1st Street, Indianola, Iowa 50125;
- b. In the case of the City, is addressed or delivered personally to the City at 110 North 2st Street, Indianola, Iowa 50125;

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

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

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

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

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

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

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

(SEAL)

CITY OF INDIANOLA, IOWA

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

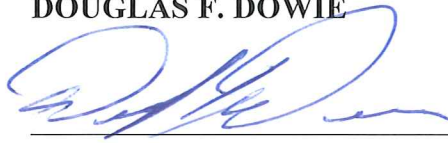
STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

Notary Public in and for said State

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

DOUGLAS F. DOWIE



STATE OF IOWA)
)SS
COUNTY OF WARREN)

On this 5th day of February, 2018, before me the undersigned, a Notary Public in and for said State, personally appeared Douglas F. Dowie, to me personally known.



Notary Public in and for said County and State



[Signature page to Agreement for Private Development – DOUGLAS F. DOWIE]

EXHIBIT A

EXHIBIT B

SPECIAL WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Taxpayer Information:

DOUGLAS F. DOWIE
807 E. 1st Street
Indianola, IA 50125

Return Document To:

Grantors: City of Indianola, Iowa

Grantees: DOUGLAS F. DOWIE
807 E. 1st Street
Indianola, IA 50125

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SPECIAL WARRANTY DEED

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

The North 95 feet of OUTLOT 101 in the AUDITOR'S PLAT OF OUTLOTS TO THE CITY OF INDIANOLA, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Locally known as: 401 East Euclid Avenue, Indianola, Iowa

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

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

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

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

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

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

Dated: _____
CITY OF INDIANOLA

By _____
Mayor

By _____
City Clerk

STATE OF IOWA, COUNTY OF WARREN:

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

NOTARY PUBLIC IN AND FOR SAID STATE

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the ____ day of _____, 2018, is entered into by and among the City of Indianola, Iowa (the "City"), DOUGLAS F. DOWIE, (the "Developer"), and the County Assessor of Warren County (the "Assessor").

WITNESSETH

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

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

WHEREAS, the Assessor's records show the valuation for the Property and any improvements as of January 1, 2019 to be \$220,000 (the "Beginning Valuation"); and

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

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

1. The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by \$220,000 beginning on January 1, 2020.

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

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

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

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

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

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

CITY OF INDIANOLA, IOWA

By _____
Mayor

Attest:

City Clerk

(SEAL)

STATE OF IOWA)
)
COUNTY OF WARREN) SS:

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

Notary Public

DOUGLAS F. DOWIE


STATE OF IOWA)
)
COUNTY OF WARREN)

On this 5TH day of FEBRUARY, 2018, before me the undersigned, a Notary Public in and for the State of Iowa personally appeared DOUGLAS F. DOWIE.



Notary Public



CERTIFICATION BY ASSESSOR

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

County Assessor for Warren County, State of
Iowa

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

Notary Public

RESOLUTION NO. _____

RESOLUTION MAKING FINAL DETERMINATION ON
POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND
APPROVING AND AUTHORIZING EXECUTION OF A
DEVELOPMENT AGREEMENT BY AND BETWEEN THE
CITY OF INDIANOLA AND DOUGLAS F. DOWIE

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

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

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

The North 95 feet of OUTLOT 101 in the AUDITOR'S PLAT OF OUTLOTS
TO THE CITY OF INDIANOLA, an Official Plat, now included in and forming a
part of the City of Indianola, Warren County, Iowa.

Locally known as: 401 East Euclid Avenue, Indianola, Iowa; and

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

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

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

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

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

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

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

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

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

PASSED AND APPROVED this 19th day of February 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 02/20/2018

Information

Subject

Public hearing and first consideration to amend Chapter 155 Sign Code and various code sections concerning commercial business district

Information

Council will need to hold the public hearing and first consideration to amend Chapter 155 Sign Code and various sections concerning commercial business district. Highlights of the ordinance include:

- Sidewalk Sign means free standing portable sign. Typically designed as either A or T framed and to be used on daily basis and during business hours and within C-3 zoning only
- The intent of this section is to permit sidewalk signs within the C-3 zoning (Central Business District)
- Chapter 165.10(5), 135.06, 136.17 and 136.18 are hereby amended by inserting the following - Tables, chairs and displays associated with the adjoining business shall be allowed in the C-3 zoning (Central Business District)

Roll call is in order.

Fiscal Impact

Attachments

Ordinance

CITY OF INDIANOLA, IOWA

Ordinance No. _____

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF
THE CITY OF INDIANOLA, IOWA, BY AMENDING
CHAPTER 155 SIGN CODE AND VARIOUS CODE SECTIONS
CONCERNING COMMERCIAL BUSINESS DISTRICT

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

Section 1. Indianola City Code Chapter 155 is hereby amended by inserting the following underlined new Section 155.3(14) and renumbering the following sections:

14. "Sidewalk Sign" means free standing portable sign. Typically designed as either A or T framed and to be used on daily basis and during business hours and within C-3 zoning only.

Section 2. Indianola City Code Chapter 155 is hereby amended by deleting "Building and Zoning" in Sections 155.9 and 155.10 and inserting "Community Development" in lieu thereof.

Section 3. Indianola City Code Section 155.26 is hereby amended by deleting the stricken language and adding the underlined language as follows:

155.26 GROUND SIGNS.

2. Maximum Surface Area. The size for all ground signs shall conform with the Zoning Ordinance (Chapter 165) zoning classification within chapter 155.

Section 4. Indianola City Code Chapter 155 is hereby amended by inserting the following underlined new Section 155.26(4):

155.26.4 SIDEWALK SIGNS. The intent of this section is to permit sidewalk signs within the C-3 zoning (Central Business District) subject to the following conditions:

- (1) Signs are permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) in width.
- (2) Sign shall not exceed nine (9) square feet in area.
- (3) Sign shall not exceed five (5) feet in height.
- (4) Signs are allowing during business hours only.
- (5) Provide proof of public liability insurance for such sign in the amount of One Hundred Thousand Dollars (\$100,000).

Section 5. Indianola City Code Chapter 155 is hereby amended in Chapter 155.31(7)(D) by changing 15% to 10%.

Section 6. Indianola City Code Chapter 155 is hereby amended by inserting the following underlined new section Chapter 155.31(7)(F):

F. Sidewalk Signs. Subject to Conditions Listed Below:

- (1) Signs are permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) in width.*
- (2) Sign shall not exceed nine (9) square feet in area.*
- (3) Sign shall not exceed five (5) feet in height.*
- (4) Signs are allowing during business hours only.*
- (5) Provide proof of public liability insurance for such sign in the amount of One Hundred Thousand Dollars (\$100,000).*

Section 7. Indianola City Code Chapter 165.10(5) is hereby amended by inserting the following underlined sentence:

5. Use of public Right-of-way. No portion of the public road, street or alley right-of-way shall be used or occupied by an abutting use of land or structure for storage or display purposes or to provide any parking or loading space required by this chapter, or for any other purpose that would obstruct the use or maintenance of the public right-of-way. Provided, however, tables, chairs and displays associated with the adjoining business shall be allowed in the C-3 zoning (Central Business District) subject to the following:

- (1) Permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) in width.*
- (2) Allowed during business hours only.*
- (3) Provide proof of public liability insurance for such sign in the amount of One Hundred Thousand Dollars (\$100,000).*

Section 8. Indianola City Code Chapter 135.06 is hereby amended by inserting the following underlined sentence:

135.06 USE FOR BUSINESS PURPOSES. It is unlawful to park, store or place, temporarily or permanently, any machinery or junk or any other goods, wares, and merchandise of any kind upon any street or alley for the purpose of storage, exhibition, sale or offering same for sale without permission of the Council, or to engage in a business of selling and delivery of same from a vehicle or other mobile conveyance on any public streets, sidewalks, alleys or rights-of-way except when such an area is closed with the permission of the Police Chief. Provided, however, tables, chairs and displays associated with the adjoining business shall be allowed in the C-3 zoning (Central Business District) subject to the following:

- (1) Permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) in width.
- (2) Allowed during business hours only.
- (3) Provide proof of public liability insurance for such sign in the amount of One Hundred Thousand Dollars (\$100,000).

Section 9. Indianola City Code Chapter 136.17 is hereby amended by inserting the following underlined sentence:

136.17 MERCHANDISE DISPLAY. It is unlawful for a person to place upon or above any sidewalk, any goods or merchandise for sale or for display in such a manner as to interfere with the free and uninterrupted passage of pedestrians on the sidewalk; in no case shall more than three (3) feet of the sidewalk next to the building be occupied for such purposes. Provided, however, tables, chairs and displays associated with the adjoining business shall be allowed in the C-3 zoning (Central Business District) subject to the following:

- (1) Permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) in width.
- (2) Allowed during business hours only.
- (3) Provide proof of public liability insurance for such sign in the amount of One Hundred Thousand Dollars (\$100,000).

Section 10. Indianola City Code Chapter 136.18 is hereby amended by inserting the following underlined sentence:

136.18 SALES STANDS. It is unlawful for a person to erect or keep any vending machine or stand for the sale of fruit, vegetables or other substances or commodities on any sidewalk without first obtaining a written permit from the Council. Provided, however, tables, chairs and displays associated with the adjoining business shall be allowed in the C-3 zoning (Central Business District) subject to the following:

- (1) Permitted on all sidewalks provided there remains a free walking path with a minimum walking surface of five (5) in width.
- (2) Allowed during business hours only.
- (3) Provide proof of public liability insurance for such sign in the amount of One Hundred Thousand Dollars (\$100,000).

Section 11. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 12. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

PASSED AND ADOPTED at Indianola, Iowa, this ____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

Meeting Date: 02/20/2018

Information

Subject

Second consideration to amend Chapter 170 Subdivision Ordinance and Chapter 166 Site Plan Ordinance (P&Z unanimously recommended approval on January 9, 2018)

Information

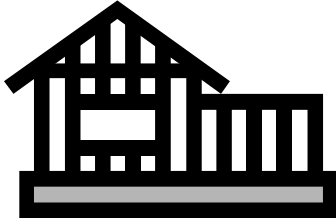
Council needs to hold the second consideration to amend Chapter 170 and 166. Enclosed is a copy of the proposed ordinance change the Planning and Zoning Commission discussed at the December 2017 meeting. The amendments eliminate the 30' requirement for areas adjacent to a public right-of-way, clarify the requirement of a buffer within the Site Plan Ordinance if an approved buffer park is present and allows the use of storm water detention basins, bio swales or similar uses within a buffer park with a recommendation from Planning and Zoning Commission and City Council approval.

Roll call is in order.

Fiscal Impact

Attachments

PZ Memo
PZ Minutes
Ordinance



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: January 9, 2018 Meeting

Item #4 Consider amendment to buffer requirements of Chapter 170 Subdivision Ordinance and Chapter 166 Site Plan Ordinance.

I have enclosed a copy of the proposed ordinance change we discussed at the December 2017 meeting. The amendments eliminate the 30' requirement for areas adjacent to a public right-of-way, clarify the requirement of a buffer within the Site Plan Ordinance if an approved buffer park is present and allows the use of storm water detention basins, bio swales or similar uses within a buffer park with a recommendation from Planning and Zoning Commission and City Council approval.

Item #5 Approval of the 2017 Annual Report

Enclosed is a copy of the 2017 Annual report reflecting the action taken by the Planning and Zoning Commission in 2017. A simple motion to accept the report is in order.

Other Business

Throughout the years the city has allowed contractor shops as a permitted use within C-2 Highway Commercial zoning. I have included the C-2 permitted principal uses for your reference. It has been the opinion of previous city attorneys that the combination of several permitted uses, such as **#17 - Plumbing, heating and air conditioning sales, service and repair, #23 - Personal service and repair shops and #24 - Business and professional offices and studios**, all contain the same characteristics for a contractor shop and therefore have been allowed.

After a discussion with our current city attorney, she has the same opinion that the uses listed above describe contractor shops and therefore should remain as a permitted principal use. With Commission's direction, she will review and add some additional language that may include electrical contractors, landscaping contractors and general contractor shops that have the same characteristics that are currently allowed within the C-2 zoning classification.

Council Follow Up

Council approved the final reading of the request to amend a portion of the special requirements for retail fireworks facilities allowed in C-2 (Highway Commercial) and C-3 (General Office and Retail) at their December 18th meeting.

Council approved the final reading of the request amending Chapter 165.10 15 (F) to refer non-community Mobile Food and Beverage Vendors to Chapter 122.22 of the Transient Merchant requirements at their January 2, 2018 meeting.

Council approved the final reading of the request amending the transient merchant ordinance by adding new Section 122.22 “Mobile Food and Beverage Vendors” at their January 2, 2018 meeting.

Site Plan / Building Permit staff approvals included the following:

- There have been no staff approvals of site plans or building permits to date.

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

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

Joe Butler
Al Farris
Ron Fridley
Becky Needles
Doug Opie
Bob Ormsby
Josh Rabe
Sarah Ritchie

Also present: Terry Pauling, Mindi Robinson and Chuck Burgin.

The minutes of the December 12, 2017 meeting were approved on a motion made by Needles and seconded by Opie. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider amendment to buffer requirements of Chapter 170 Subdivision Ordinance and Chapter 166 Site Plan Ordinance

Chuck reviewed the draft ordinance amending the Chapter 166.04(J) regarding buffer requirements stating the three main revisions include removing the language regarding the 30 foot buffer park when adjacent to a public right of way, clarifying the requirement of a buffer within the Site Plan Ordinance if an approved buffer park is present and allows for the use of bio swales, storm water basins or similar uses within a buffer park with an approved recommendation from Planning and Zoning Commission and City Council.

Motion was made by Farris and seconded by Rabe to approve an ordinance amending the City Code of Ordinances by amending Chapter 166 Site Plan and Chapter 170 Subdivision Regulations. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Approval of the 2017 Annual Report

Motion was made by Opie and seconded by Fridley to approve the 2017 Annual Report. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Other Business:

Chuck explained he received an inquiry from a local contractor regarding the use of contractor shops within C-2 (Highway Commercial) zoning. Chuck spoke with the City Attorney who has the opinion that contractor shops are an allowed permitted principal use within C-2 zoning under item #17, 23 or 24. However, the City Attorney suggested language to clarify the use may be appropriate.

Commission discussed the parking requirements, storage of materials and equipment and screening issues that should be addressed with the clarification. Commission recommended staff move forward with drafting an amendment that clarifies the use of contractor shops within C-2 zoning.

Chuck informed Commission the February meeting would include the election of officers.

Meeting adjourned on a motion by Fridley and seconded by Ritchie.

Joe Butler, Chairperson

Mindi Robinson

CITY OF INDIANOLA, IOWA

Ordinance No. _____

**AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF
THE CITY INDIANOLA, IOWA, BY AMENDING CHAPTER 166 SITE
PLAN AND CHAPTER 170 SUBDIVISION REGULATIONS**

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

Section 1. The Indianola City Code is hereby amended by amending Chapter 166.04(J) by inserting the underlined language:

J. The following conditions shall require a buffer yard between abutting districts and uses: Whenever any person or firm develops or builds on any tract or parcel of land for which an official site plan is required within a C-1 (Shopping Center District), C-2 (Highway Commercial), C-3 (General Retail and Office), C-4 (Planned Commercial District), M-1 (Limited Industrial) or M-2 (General Industrial) which is adjacent to an A-1 (Agricultural), R-1 (Single-Family Residential), R-2 (Single- and Two-Family Residential), R-3 (Mixed Residential), R-4 (Multiple-Family Residential), R-5 (Planned Residential) or R-6 (Mobile Home Residential) zoning classification, the tract or parcel of land shall have a buffer yard adjacent to the A-1, R-1, R- 2, R-3, R-4, R-5 or R-6 zoning classification.

Whenever a person or firm develops or builds a permitted use on any tract or parcel of land within a residential zoning classification, a buffer complying with section 166.04(2)(J) shall be installed when development occurs adjacent to more than one single family dwelling lot when any of the conditions listed below exist.

- (1) The required off-street parking for the new improvement exceeds four stalls.
- (2) Each dwelling unit does not have its own independent vehicle access to the City right-of-way.

EXCEPTION. If the principal structure, driveway or parking area is constructed a minimum distance of 100' from the adjoining property line, no buffer is required.

Buffer yards required under the provisions of this subsection shall be accomplished by any one of the following methods:

(1) A buffer yard of twenty (20) feet or less in width with a five-foot high earth berm for the entire length of the lot; and three (3) overstory trees, six (6) understory trees and fifteen (15) shrubs per one hundred (100) lineal feet; or

(2) A buffer yard more than twenty (20) feet in width with five (5) overstory trees, ten (10) understory trees and ten (10) shrubs per one hundred (100) lineal feet; or

(3) A six-foot high double-face opaque wooden fence; or a six-foot high masonry wall, to be constructed with face brick, stucco or a similar finished surface toward the A-1, R-1, R-2, R-3, R-4, R-5 or R-6 zoning classification.

Buffer yard requirements do not apply if an approved buffer yard required by Chapter 170.40 or 170.42 is present.

The City Council reserves the right to waive or modify to a lesser restriction any provision or requirement of buffer yards contained herein, provided a favorable report on such change is recommended by the Planning and Zoning Commission and approved the by Council, and further provided, said waiver or modification does not adversely affect the intent of these regulations to adequately safeguard the general public and surrounding property.

Section 2. The Indianola City Code is hereby amended by deleting the stricken language in Chapter 170.40(1) and (2) and inserting the underlined language after (2):

170.40 CONDITIONS REQUIRING A SIXTY FOOT BUFFER PARK.

1. Platting of vacant land into single- or multi-family residential lots that lie adjacent to M-1 (Limited Industrial) or M-2 (General Industrial). ~~In the case where M-1 or M-2 lies adjacent to public road or right of way, a 30' buffer park shall be required constructed parallel along the entire width of the parcel adjacent to the public road or right of way provided the buffer does not conflict with Section 165.10 paragraph 1. Visibility at Intersection of the zoning ordinance.~~ The buffer park shall be completed prior to the issuance of any certificate of occupancy within the platted area.

2. Platting of vacant land into M-1 (Limited Industrial) or M-2 (General Industrial) lots that lie adjacent to single- or multi-family lots. ~~In the case where M-1 or M-2 lies adjacent to public road or right of way, a 30' buffer park shall be required constructed parallel along the entire width of the parcel adjacent to the public road or right of way provided the buffer does not conflict with Section~~

~~165.10 paragraph 1. Visibility at Intersection of the zoning ordinance.~~ The buffer park shall be completed prior to the issuance of any certificate of occupancy within the platted area.

The buffer requirements of Chapter 166.04(J) do not apply when an approved buffer park is present.

The City Council reserves the right to waive or modify to a lesser restriction of any provision or requirement of buffers, upon receiving a recommendation by the Planning and Zoning Commission, provided the waiver or modification does not adversely affect the intent of the regulation. Things that can be considered include water detention basins, bio swales or similar uses, but are not limited to the future development as shown by the current Comprehensive Plan and the compatibility or non-compatibility of permitted uses in adjacent but different zoning classifications.

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

Section 4. This ordinance shall be in full force and effect after passage, approval and publication as provided by law.

PASSED AND ADOPTED at Indianola, Iowa, this ____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading:_____

Second reading: _____

Third reading:_____

Publication Date:_____

Meeting Date: 02/20/2018

Information**Subject**

Resolution approving an agreement with Henderson Products in an amount of \$62,175 respectfully for outfitting the 2018 Freightliner Tandem Truck in the Street Department

Information

In your packet is the resolution approving the \$62,175 proposal from Henderson Products for the outfitting the 2018 Freightliner Tandem Truck in the Street Department.

The following two quotes were received on January 24, 2018:

Company	Bid 1 Dump Body Installation	Bid 2 Snow Plow	Bid 3 V-Box Spreader
Henderson Products	\$26,832	\$9,903	\$16,550 Stainless Steel w/painted stands \$21,769 Stainless Steel w/stainless steel stands \$25,440
Aspen Equipment	\$31,630	\$20,687	\$15,288 Stainless Steel w/painted stands \$17,599 Stainless Steel w/ stainless steel stands \$20,540

Street Superintendent Jason Etnyre is recommending the following purchases (packet):

- Henderson Products of Manchester, Iowa for the installation of the dump body onto the chassis at a cost of \$26,832
- Henderson Products of Manchester, Iowa for the purchase of a snow plow at the cost of \$9,903
- Henderson Products of Manchester, Iowa for the purchase of the stainless steel V-Box spreader at a cost of \$25,440

Total cost of outfitting this truck would be \$62,175, the preceding recommendations were estimated at \$63,700.

Roll call is in order.

Fiscal Impact**Attachments**

Memo

Resolution



— STREETS DEPARTMENT —

To: Mayor and City Council
From: Jason C. Etnyre, Street Superintendent
Subject: 2018 Truck Outfitting RFP's
Date: February 14, 2018

Honorable Mayor and Council members,
After discussion at prior Council meetings, the City Council authorized city staff to request proposals for outfitting the 2018 Freightliner chassis which the City purchased in the fall of 2017. Five companies were sent proposal forms directly and the RFP was also posted online to seek further potential companies. On January 24, 2018 at the close of the RFP submission period the City had received 2 proposals for the outfitting of this unit. The proposals received were as follows:

Henderson Products Inc of Manchester:

- Bid Item 1: Dump Body Installation- \$26,832
 - Alternate 1: Hydraulic Lift Cylinder Rebuild: no submittal
 - Alternate 2: Hydraulic Lift Cylinder Replacement: \$2,850
 - Alternate 3: Delivery of body by City: No cost, body is already at the

facility

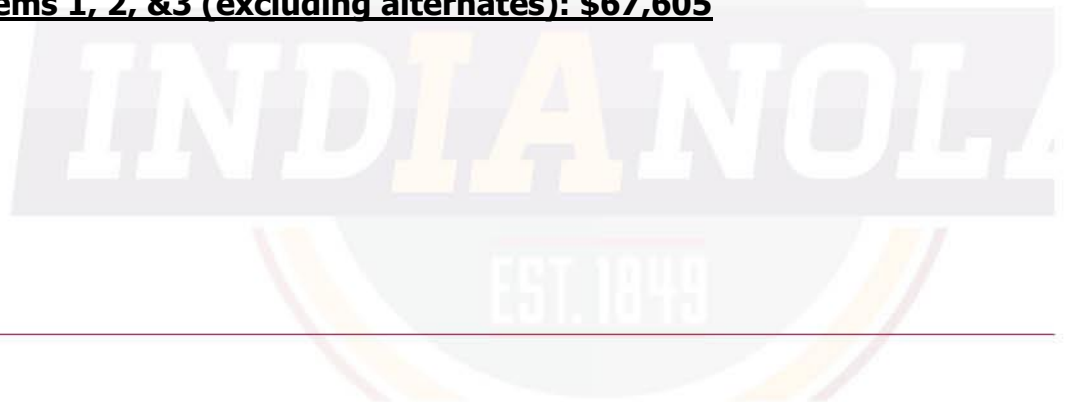
- Bid Item 2: Snow Plow- \$9,903
- Bid Item 3: V-Box Spreader- \$16,550
 - Alternate 4: Stainless Steel w/ painted stands: \$21,769
 - Alternate 5: Stainless Steel w/ stainless steel stands: \$25,440

Total of Items 1, 2, &3 (excluding alternates): \$53,285

Aspen Equipment:

- Bid Item 1: Dump Body Installation- \$31,630
 - Alternate 1: Hydraulic Lift Cylinder Rebuild: \$1,000
 - Alternate 2: Hydraulic Lift Cylinder Replacement: \$3,369
 - Alternate 3: Delivery of body by City: \$200
- Bid Item 2: Snow Plow- \$20,687
- Bid Item 3: V-Box Spreader- \$15,288
 - Alternate 4: Stainless Steel w/ painted stands: \$17,599
 - Alternate 5: Stainless Steel w/ stainless steel stands: \$20,540

Total of Items 1, 2, &3 (excluding alternates): \$67,605



Staff recommendations for purchase:

1. City staff is recommending that Council approve the proposal of Henderson Products of Manchester, Iowa for the installation of the dump body onto the chassis at the cost of \$26,832.
2. City staff is recommending that Council approve the proposal of Henderson Products of Manchester, Iowa for the purchase of a snow plow at the cost of \$9,903.
3. City staff is further recommending the Council approve the proposal of Henderson Products of Manchester, Iowa for the purchase of a stainless steel V-Box spreader at the cost of \$25,440. By purchasing a stainless steel on stainless steel unit, staff feels that this piece of equipment will have a longer life expectancy and should be in service for a period of up to 20 years versus the 8-12 years of a mild steel unit.

Total cost of outfitting this truck as recommended by staff would be \$62,175. In November when this was presented to Council, the preceding recommendations were estimated by staff to have an estimated cost of \$63,700.

Respectfully submitted,
Jason C. Etnyre
Street Superintendent

RESOLUTION NO. 2018-_____

**RESOLUTION APPROVING AN AGREEMENT WITH HENDERSON
PRODUCTS AND ASPEN EQUIPMENT FOR OUTFITTING THE 2018
FREIGHTLINER TANDEM TRUCK IN THE STREET DEPARTMENT**

WHEREAS, the City Council of the City Indianola, Iowa, is in need of engaging a provider to provide the outfitting of the 2018 Freightliner Tandem Truck in the Street Department (hereinafter referred to as “Services”); and

WHEREAS, due to the importance of the 2018 Freightliner Tandem Truck timing is of the essence; and

WHEREAS, Street Department solicited quotes for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage Henderson Products for the installation of the dump body onto the chassis at a cost of \$26,832 and purchase of a snow plow at a cost of \$9,903; and the purchase of the stainless steel V-Box spreader at a cost of \$25,440; and

WHEREAS, it is the determination of the City Council that the City should enter into an Agreement with in the form attached as Exhibit “A”.

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

1. The Agreement with Henderson Products is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 20th day of February, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 02/20/2018

Information

Subject

Resolution approving an agreement in the amount of \$8,460 with Henderson Products for the Pusher Axle Installation for the Street Department

Information

In your packet is the resolution approving the \$8,460 proposal from Henderson Products for the Pusher Axle Installation in the Street Department.

Henderson Products of Manchester, Iowa was the only proposal received in an amount of \$8,460. The estimated cost was \$7,400.

Street Superintendent Jason Etnyre is recommending the quote from Henderson Products (packet).

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Memo

RESOLUTION NO. 2018-_____

**RESOLUTION APPROVING AN AGREEMENT WITH HENDERSON
PRODUCTS FOR THE PURCHASE OF A PUSHER AXLE INSTALLATION
FOR THE STREET DEPARTMENT**

WHEREAS, the City Council of the City Indianola, Iowa, is in need of engaging a provider to provide a pusher axle installation for the Street Department (hereinafter referred to as “Services”); and

WHEREAS, due to the importance of the pusher axle installation timing is of the essence; and

WHEREAS, Street Department solicited quotes for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage Henderson Products for the pusher axle installation in an amount of \$8,460; and

WHEREAS, it is the determination of the City Council that the City should enter into an Agreement with in the form attached as Exhibit “A”.

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

1. The Agreement with Henderson Product is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

PASSED this 20th day of February, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



— STREETS DEPARTMENT —

To: Mayor and City Council
From: Jason C. Etnyre, Street Superintendent
Subject: Pusher Axle Installation RFP's
Date: February 14, 2018

Honorable Mayor and Council members,
After discussion at prior Council meetings, the City Council authorized city staff to request proposals for the installation of a pusher axle on the 2016 Freightliner that the Street Department utilizes within its fleet. Five companies were sent proposal forms directly and the RFP was also posted online to seek further potential companies. On January 24, 2018 at the close of the RFP submission period the City had received 1 proposal for the outfitting of this unit.

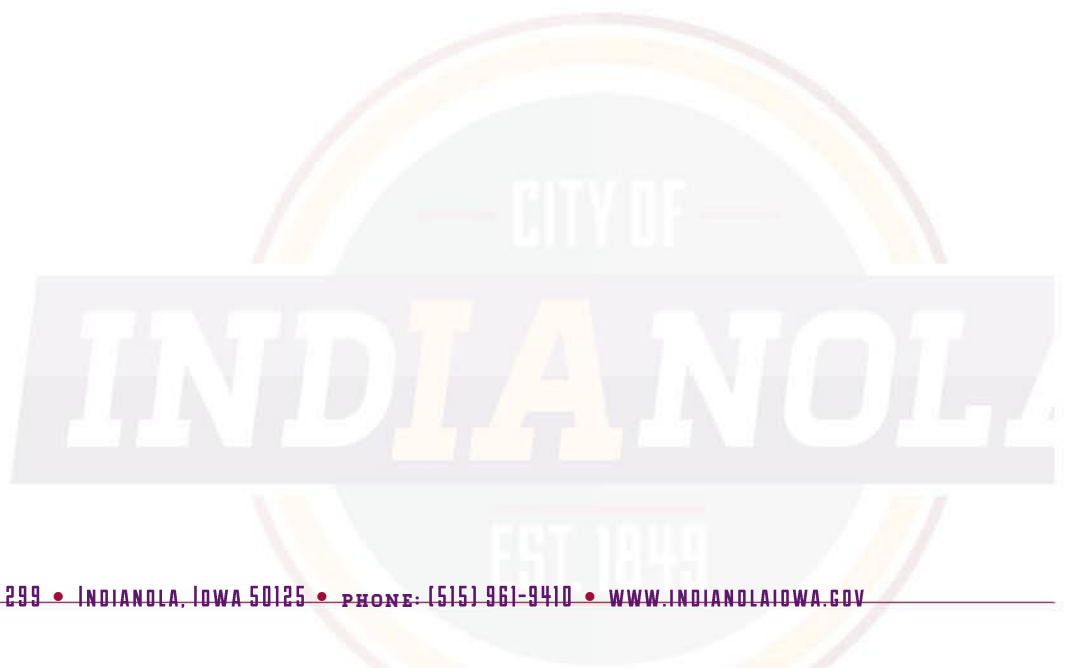
The proposals received were as follows:

Henderson Products Inc of Manchester:

Bid Item 1: Steerable Pusher Axle per Specs: \$8,460

City staff is recommending that Council approve the proposal of Henderson Products of Manchester, Iowa for the installation of a pusher axle onto the 2016 Freightliner chassis at the cost of \$8,460. In the November presentation by staff, it was estimated this total cost of this install to be approximately \$7,400.

Respectfully submitted,
Jason C. Etnyre
Street Superintendent



Information

Subject

Final consideration of an ordinance amending the Municipal Code of the City of Indianola, Iowa, Chapter 61, Traffic Control Devices and Chapter 69, Parking Regulations

Information

Council needs to hold the final consideration of an ordinance (packet) amending Chapter 61 and 69 of the code of ordinances. At the December 18, 2017 meeting, the City Council directed staff to draft an ordinance regarding the parking and traffic regulations. The following amendments are:

- **61.01 TRAFFIC CONTROL DEVICES.** ~~The Council shall establish by ordinance, and cause to be placed and maintained, appropriate traffic control devices to designate parking spaces and zones, no parking zones, limited parking zones, reserved parking zones, loading zones, safety zones, school zones, hospital zones, quiet zones, traffic zones other than the above, truck routes, school stops, stop intersections, yield right of way intersections, special speed zones, one way streets, streets to be laned for traffic and play streets. The Council shall also have the power to designate and indicate by ordinance intersections at which traffic shall be controlled by traffic signals; intersections at which left turns, right turns and U turns shall be prohibited; and intersections at which markers, buttons or other indications shall be placed to indicate the course to be traveled by vehicles traversing or turning at such intersections. A record of all such traffic control devices is contained in the Appendix of this Code of Ordinances.~~ The Police Chief shall cause to be placed and maintained traffic control devices when and as required under this Traffic Code or under State law or emergency or temporary traffic control devices for the duration of an emergency or temporary condition as traffic conditions may require to regulate, guide or warn traffic. The Police Chief, in conjunction with the Street Department, shall keep a record of all such traffic control devices.
- **69.01 PARKING LIMITED OR CONTROLLED.** Parking of vehicles shall be controlled or limited where so indicated by designated traffic control devices.
The City has designated, as allowed in Section 321.236(1) of the Code of Iowa, certain areas where the standing or parking of vehicles is regulated by traffic control devices. No person shall stop, park, or stand a vehicle in violation of any such posted parking regulations unless in compliance with the directions of a peace officer.

Roll call is in order.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 61, TRAFFIC CONTROL DEVICES AND CHAPTER 69, PARKING REGULATIONS

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the Code of Ordinances to clarify the establishment and enforcement of no parking zones.

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

Section 1: That Chapter 61 be and is hereby amended by deleting the stricken language and inserting the underlined language in Section 61.01 as follows:

61.01 TRAFFIC CONTROL DEVICES. ~~The Council shall establish by ordinance, and cause to be placed and maintained, appropriate traffic control devices to designate parking spaces and zones, no parking zones, limited parking zones, reserved parking zones, loading zones, safety zones, school zones, hospital zones, quiet zones, traffic zones other than the above, truck routes, school stops, stop intersections, yield right-of-way intersections, special speed zones, one-way streets, streets to be laned for traffic and play streets. The Council shall also have the power to designate and indicate by ordinance intersections at which traffic shall be controlled by traffic signals; intersections at which left turns, right turns and U-turns shall be prohibited; and intersections at which markers, buttons or other indications shall be placed to indicate the course to be traveled by vehicles traversing or turning at such intersections. A record of all such traffic control devices is contained in the Appendix of this Code of Ordinances.~~ The Police Chief shall cause to be placed and maintained traffic control devices when and as required under this Traffic Code or under State law or emergency or temporary traffic control devices for the duration of an emergency or temporary condition as traffic conditions may require to regulate, guide or warn traffic. The Police Chief, in conjunction with the **Street Department**, shall keep a record of all such traffic control devices.

Section 2: That Chapter 69 be and is hereby amended by inserting the underlined language in Section 69.01 as follows:

69.01 PARKING LIMITED OR CONTROLLED. Parking of vehicles shall be controlled or limited where so indicated by designated traffic control devices. The City has designated, as allowed in Section 321.236(1) of the *Code of Iowa*, certain areas where the standing or parking of vehicles is regulated by traffic control devices. No person shall stop, park, or stand a vehicle in violation of any such posted parking regulations unless in compliance with the directions of a peace officer.

Section 3: All ordinances or parts of ordinances in conflict with the provisions

of this ordinance are hereby repealed.

Section 4: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Meeting Date: 02/20/2018

Information

Subject

Consider change order number two in an amount of \$159,975.00 for the Morlock Lift Station and Force Main Improvements - revised contract amount \$1,555,699.02

Information

In your packet is change order number two in an amount of \$159,975.00 for the Morlock Lift Station and Force Main Improvements.

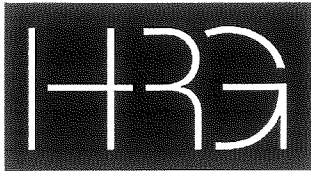
The existing generator, underground fuel tank, and automatic transfer switch at the Morlock lift station will be removed and a new generator, fuel tank, and automatic switch will be installed. In addition, the Final Completion date of the project will be extended to July 2, 2018 to allow for the anticipated lead time for delivery of the new generator.

Roll call is in order.

Fiscal Impact

Attachments

Change Order #2



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

CO No. 2

Change Order

Distribution:			
Contractor	☒	Field	☒
Owner	☒	Other	☐
Engineer	☒	Other	☐

PROJECT: Morlock Lift Station And Force Main Improvements	Date Issued	Feb. 8, 2018
	Project No.	160318.01
To Contractor: Joiner Construction Co, Inc 11996 490 th Street Plano, IA 52581	Contract Date	September 18, 2017
	Notice to Proceed Date	October 13, 2017

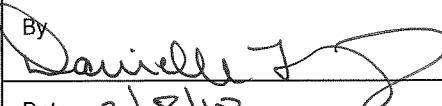
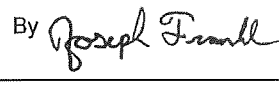
The contract is changed as follows:

The existing generator, underground fuel tank, and automatic transfer switch at the Morlock lift station will be removed and a new generator, fuel tank, and automatic transfer switch will be installed. Per the proposal received from Joiner Construction on February 1st, the cost for this work will be \$159,975.00. In addition, the Final Completion date of the project will be extended to Monday, July 2nd to allow for the anticipated lead time for delivery of the new generator. Completion of the generator installation will not be included in Substantial Completion of the Lift Station Work, but will be included under Final Completion. The two (2) year warranty for the generator enclosure and transfer switch will therefore begin after Final Completion instead of Substantial Completion.

With the replacement of the generator and underground fuel storage tank, the City of Indianola will be able to eliminate the annual cost for the insurance from PMMIC for the underground storage tank at a cost of \$1,153.00 per year. As part of the insurance requirements city wastewater staff have to measure the fuel tank twice a week to make sure it isn't leaking and document the measurements on a form. Then in August, the wastewater superintendent has to compile the documentation and mail them into DNR. This is the only generator owned by the City wastewater utility that has this requirement, so replacing the generator will be a cost savings in staff time and labor. Additionally, the generator is outdated and replacement parts are difficult to obtain.

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$1,005,773.00	May 1, 2018	June 1, 2018
Net Change by previously-authorized Change Order(s)	-\$8,368.98		
The Contractual limit prior to this Change Order	\$995,724.02		
The Contract will be adjusted by this Change Order in the amount of	\$159,975.00		31 Days
The new Contractual limit including this Change Order will be	\$1,155,699.02	May 1, 2018	July 2, 2018

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER

Contractor Joiner Construction Co, Inc.	Owner's Representative HR Green, Inc.	Owner City of Indianola
By 	By 	By
Date: 2/8/18	Date: 2/8/18	Date:

Joiner Construction Co, Inc

11996 490th Street

Plano, IA 52581

(641)649-2646 (641)649-2608 Fax

Fed ID# 42-1487117

Estimate

Date	Estimate #
2/1/2018	2439

Name / Address
City of Indianola 110 N. 1st Street PO BOX 299 Indianola, IA 50125

			Project
			Morlock Generator
Description	Qty	Cost	Total
Removal of existing generator and load on trailer/set aside Remove old fuel, clean tank, collect all necessary soil samples to meet IDNR requirements, install temporary monitoring well, compile and submit tank and line closure report (Seneca) Excavate and remove old pad, fuel tank, and haul away Mobilization Provide 300KW Generator and 600AMP transfer switch (See attachment from Supplier) Install generator pad with footings Install wire, conduit and grounding Install new generator with diesel fuel tank Install transfer switch and land wires Provide temporary back up generator for duration of the change over NOTE: In the event there is contaminated soil around existing fuel tank, we will provide a per CY price to remove & replace contaminated dirt and place and recompact the new dirt: \$85.00/CY Note Lead Times in the attached documents		159,975.00	159,975.00
		Total	\$159,975.00

Customer Signature _____

INTERSTATE POWER SYSTEMS



Minneapolis, Waite Park, Virginia – MN, Williston, Grand Forks, Bismarck, Fargo – ND, Sioux Falls, SD, Billings – MT, Gillette – WY
Omaha, Lincoln – NE, Cedar Rapids, Davenport, Des Moines – Iowa, Waukesha – Wisconsin, St. Louis – MO/ILL

January 31st, 2018

Project Name: 300kW City of Indianola WWTP Generator Upgrade
Proposal Prepared For: Joiner Construction
Specification: Provided by City of Indianola
Quotation: I-Pass # 312230084

The following MTU Onsite Energy quotation is presented by Interstate Power Systems located in Altoona Iowa. Interstate Power Systems has been a distributor for power systems since 1956 that includes equipment sales, parts and a dedicated team of factory trained power system technicians.

We are pleased to quote the following new generator set and associated equipment:

- (1) 300kW MTU Diesel Generator Set at 480V 3-Phase, Emergency Standby Rated
- (1) Weather Proof Sound Enclosure
- (1) 520 Gallon 24HR UL142 Listed Sub Base Fuel Tank
- (1) 600AMP ASCO 300 Series Delayed Transition Automatic Transfer Switch

Pricing will be found on the following pages as well as a detailed list of equipment and services to be included in this quote. Should you have any questions please feel free to contact me. I would also like to offer to meet with you at your convenience to go over this quotation.

Zac Wegner
Industrial Generator Sales
Interstate Power Systems
(515) 829-9297
zachary.wegner@istate.com

QUOTATION BOM Generator #1

MODEL: MTU 8V1600 DS300

QUANTITY: 1

OUTPUT: 300kW, 375kVA

RATINGS - CERTS: Emergency Standby Duty, NFPA 110, UL2200

VOLTAGE: 277/480V 3-Phase, 12 Wire, .8 Power Factor

ENGINE: 60 Hz, Diesel, 1800 RPM
Engine Model: MTU 8V1600G70S, Four Stroke
EPA Tier 3 Certified
Standard Duty Air Cleaner
Oil Cooler
Electronic Isochronous Governor
Oil, Fuel and Air Filters

ALTERNATOR: Permanent Magnet Excitation
2/3 Pitch
130C Temperature Rise, Class H Insulation
Digital Voltage Regulator: DVR2000E

COOLING SYSTEM: Unit Mounted Radiator, 50C/122F

CONTROL PANEL: Digital Control Panel with Microprocessor Based Controls MGC2020
4-Relay Board

CIRCUIT BREAKER (1): 500AMP 80% Rated LI Square D Line Breaker
Aux Contacts

BATTERY: Heavy Duty Lead Acid Battery with Rack and Cables
Battery Disconnect Switch

BATTERY CHARGER: 24 Volt, 10 Amp w/ NFPA110 Alarms
Mounted and Wired AC/DC

BLOCK HEATER: 4,000 Watts with Isolation Valves, Mounted and Wired 208V 1-Phase

ENCLOSURE: Weather Proof Enclosure Level1
Door Latches

EXHAUST PACKAGE: Critical Grade Silencer (Internally Mounted)

DIESEL FUEL TANK: 520 24HR UL142 Listed Diesel Fuel Tank

AUTOMATIC TRANSFER SWITCH: 600AMP ASCO 300 Series Automatic Transfer Switch
277/480V, 3-Phase, 4-Wire
3-Pole Solid Neutral
Delayed Transition
Exerciser Package
NEMA12 Enclosure

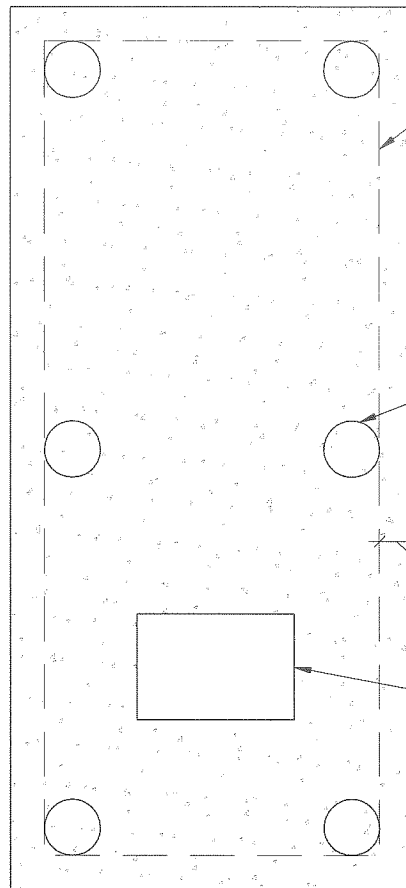
WARRANTY: Two (2) Year, 3000HR Warranty

EXECUTION: Certified Factory Testes Reports
Factory Authorized Onsite Start Up and Training
All fuel provided by contractor
O&M Manuals (1-Hard Copies, 1-CD)

LEAD TIME: 10-11 Weeks Generator
4-5 Weeks ATS

Notes and Clarifications:

1. Units are shipped wet to include lube oil and a 50/50 water and anti-freeze mix.
2. Seller is not quoting unit installation.
3. All extended piping and wiring beyond the genset system provided by others.
4. FOB 1 destination
5. Load bank test and start up included.
6. Oil change after testing included
7. Spare tools and paint included.
8. Diesel fuel NOT included.
9. Start up and training included.



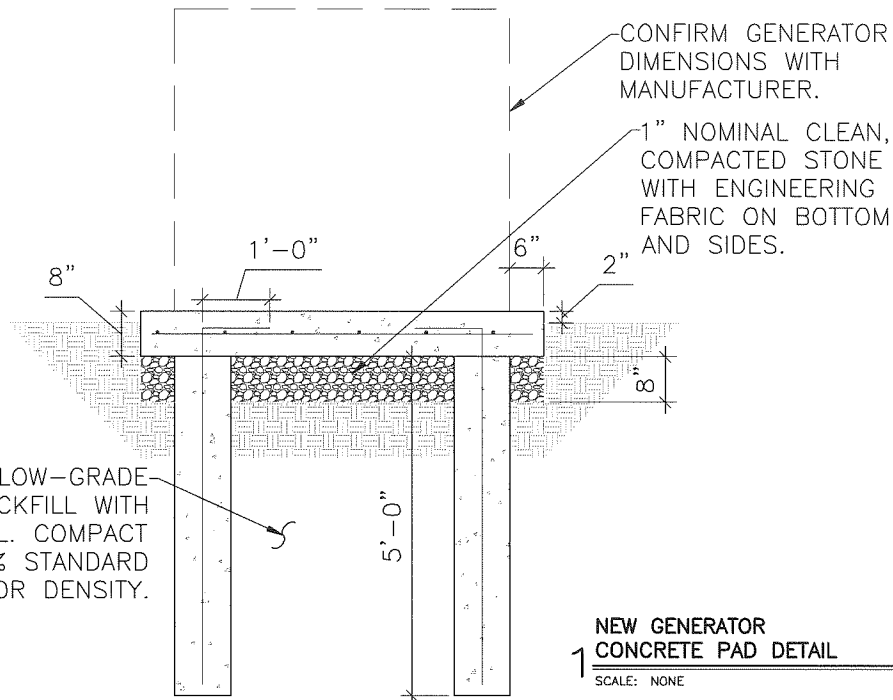
APPROXIMATE GENERATOR
FOOTPRINT. CONFIRM
DIMENSIONS WITH
MANUFACTURER.

8" CONC. SLAB W/
#4 @ 12"OC EW
CENTERED IN SLAB

10"Ø CONCRETE PIER TO 5'
DEPTH WITH #4 VERT BAR.
HOOK BAR 12" OVER SLAB
REINFORCING (TYP. 6)

6" (TYP. ALL SIDES)

PROVIDE BOX OUT IN
SLAB FOR CONDUITS
AS REQUIRED BY
GENERATOR
MANUFACTURER.



CONFIRM GENERATOR
DIMENSIONS WITH
MANUFACTURER.

1" NOMINAL CLEAN,
COMPACTED STONE
WITH ENGINEERING
FABRIC ON BOTTOM
AND SIDES.

8"

1'-0"

6"

2"

10"

5'-0"

REMOVE EXISTING BELOW-GRADE
FUEL TANK AND BACKFILL WITH
NATIVE MATERIAL. COMPACT
BACKFILL TO 95% STANDARD
PROCTOR DENSITY.

NEW GENERATOR
CONCRETE PAD DETAIL

SCALE: NONE

PLOT DATE: 11-19-02
FILE NAME: MY_DWG

JCK
DRAWN BY: BID DATE:
TVD 160318
APPROVED: JOB NUMBER:

 Howard R. Green Company

MORLOCK LIFT STATION AND
FORCEMAIN IMPROVEMENTS
CITY OF INDIANOLA
INDIANOLA, IOWA

LIFT STATION AND FORCE MAIN IMPROVEMENTS
NEW GENERATOR CONCRETE PAD
DETAIL

SHEET NO.
SK-2

MYXREFS

SECTION 26 3213
PACKAGED ENGINE GENERATORS

PART 1 GENERAL

1.01 SCOPE

- A. All equipment provided under this Specification Section shall be by a single supplier and manufacturer.
- B. General Requirements:
 - 1. Delivery and start up of One (1) generator and transfer switch (see Specification Section 26 3600) to the Morlock Pump Station. Delivery to the site shall be coordinated with the installing Contractor. If the generator is available before the Contractor is ready to receive it, the generator supplier shall be required to securely store the generator at their facility until delivered to the site.
 - 2. Installing contractor shall remove existing generator and load onto trailer provided by buyer of existing generator.

1.02 SECTION INCLUDES

- A. Delivery to job site of generator and transfer switch.
- B. Packaged diesel engine generator set.
- C. Exhaust silencer and fittings.
- D. Fuel tank.
- E. Engine/Generator Monitoring and Control Panel.
- F. Battery and battery charger.
- G. Weatherproof outdoor enclosure.
- H. On-site training.
- I. Start-Up and testing and fuel tank filling.

1.03 REFERENCES

- A. NECA/EGSA 404 - Recommended Practice for Installing Generator Sets; National Electrical Contractors Association; 2000.
- B. NEMA MG 1 - Motors and Generators; National Electrical Manufacturers Association; 2006.
- C. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); National Electrical Manufacturers Association; 2003.
- D. NFPA 30 - Flammable and Combustible Liquids Code; National Fire Protection Association; 2003.
- E. NFPA 37 - Standard for the Installation and Use of Stationary Combustion Engines and Gas Turbines
- F. NFPA 70 - National Electrical Code; National Fire Protection Association; 2008.
- G. UL142 - Sub-base Tanks
- H. UL1236 - Battery Chargers
- I. ANSI S1.13-1971 - Measurement Of Sound Pressure Levels In Air
- J. IEEE446 - Recommended Practice for Emergency and Standby Power Systems for Commercial and Industrial Applications
- K. UL 2200 - The generator set shall be listed to UL2200 or submit to an independent third party certification process to verify compliance as installed.
- L. IEC8528 part 4. Control Systems for Generator Sets

- M. The generator set manufacturer shall be certified to ISO 9001 International Quality Standard and shall have third party certification verifying quality assurance in design/development, production, installation, and service, in accordance with ISO 9001.

1.04 SUBMITTALS

- A. See Section 01 3000 - ADMINISTRATIVE REQUIREMENTS, for submittal procedures.
- B. Shop Drawings: Indicate electrical characteristics and connection requirements. Show plan and elevation views with overall and interconnection point dimensions, fuel consumption rate curves at various loads, ventilation and combustion air requirements, electrical diagrams including schematic and interconnection diagrams.
- C. Product Data: Provide data showing dimensions, weights, ratings, interconnection points, and internal wiring diagrams for engine, generator, control panel, battery, battery rack, battery charger, exhaust silencer, vibration isolators, day tank, and weather enclosure.
- D. Test Reports: Indicate results of performance testing.
- E. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
- F. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- G. Manufacturer's Field Reports: Indicate procedures and findings.
- H. Operation Data: Include instructions for normal operation.
- I. Maintenance Data: Include instructions for routine maintenance requirements, service manuals for engine and fuel tank, oil sampling and analysis for engine wear, and emergency maintenance procedures.

1.05 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70 and NFPA 110.
 - 1. Maintain one copy of each document on site.
- B. UL 2200 listed.
- C. Products: Furnish products listed and classified by Underwriters Laboratories as suitable for purpose specified and indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Units shall be delivered to the job site for unloading and installation by others. Supplier shall coordinate with Installing Contractor the delivery to site the time of the delivery and the size and weight of item(s) to be unloaded.
- B. Protect equipment from dirt and moisture by securely wrapping in heavy plastic.

1.07 MAINTENANCE MATERIALS

- A. Furnish one set of any special tools required for preventative maintenance of the engine generator system. Package tools in adequately sized metal tool box.

1.08 WARRANTY

- A. Full warranty against defects in materials and workmanship for two years after substantial completion by the Owner, including all parts, labor, and expenses.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Caterpillar.
- B. Cummins.

- C. MTU.
- D. Kohler.

2.02 PACKAGED ENGINE GENERATOR SYSTEM

- A. Description: NFPA 110, engine generator system to provide source of power for Level 1 applications conforming to NFPA 99.
- B. Generator Capacities:
 - 1. 300 KW/375 KVA
 - 2. 480V, 3 phase, 4 wire.
 - 3. Maximum Alternator Temperature Rise 130 Degree C at 40 Degree C ambient.
- C. Generator shall be able to produce full ratings at 1000 feet above sea level using engine-mounted radiator.

2.03 LOADING SEQUENCE

- A. Upon failure of normal utility power, the generator shall be required to pick up four (4) 75 hp VFD driven motors in a sequential start with a base load of 30KW.

2.04 ENGINE

- A. Type: Water-cooled inline or V-type, four stroke cycle, compression ignition Diesel internal combustion engine.
- B. Rating: Sufficient to operate at rated full load output in an ambient temperature of 112 degrees F at elevation of 1000 feet.
- C. Fuel System: No. 2 winter blend fuel oil.
- D. Engine speed: 1800 rpm.
- E. Governor: Electronic isochronous type to maintain engine speed within 0.5 percent, steady state, and 5 percent, no load to full load, with recovery to steady state within 2 seconds following sudden load changes.
- F. Safety Devices: Engine shutdown on high water temperature, low oil pressure, over speed, and engine over crank. Limits as selected by manufacturer.
- G. Engine Starting: DC starting system with positive engagement, number and voltage of starter motors in accordance with manufacturer's instructions. Include remote starting control circuit, with MANUAL-OFF-REMOTE selector switch on engine-generator control panel.
- H. Engine Jacket Heater: The coolant heater shall be installed on the engine with SAEJ20 compliant materials. Steel tubing shall be used for connections into the engine coolant system wherever the length of pipe run exceeds 12 inches. The coolant heater installation shall be specifically designed to provide proper venting of the system. The coolant heaters shall be installed using isolation valves to isolate the heater for replacement of the heater element. The design shall allow the heater element to be replaced without draining the engine cooling system or significant coolant loss. The coolant heater(s) shall be sized as recommended by the engine manufacturer to warm the engine to a minimum of 40C in a 15C ambient, in compliance with NFPA110 requirements, as a minimum, or the temperature required for starting and load pickup requirements of this specification. Jacket heaters shall be designed to operate on 120 volts single phase.
- I. Radiator: Engine-mounted unit using glycol coolant, with blower type fan, sized to maintain safe engine temperature in ambient temperature of 104 degrees F (40 degrees C). Radiator air flow restriction 0.5 inches of water maximum.
- J. Engine Accessories: Fuel filter(s), lube oil filter(s), intake air filter(s), lube oil cooler, fuel transfer pump, fuel priming pump, gear-driven water pump. Include fuel pressure gage, water

temperature gage, lube oil pressure gage, and engine running time meter on engine/generator control panel.

- K. Mounting: Generators shall be mounted to integral sub-base fuel tank.
- L. The engine(s) shall be certified for the EPA emissions requirements that are in effect at the time of installation at the project site(s).

2.05 GENERATOR

- A. Generator: NEMA MG 1, three phase, four pole, reconnectable brushless synchronous generator with brushless exciter.
- B. Rating: Ratings as shown in section 2.02/B, 60 Hz at 1800 rpm.
- C. Insulation Class: As required for specified temperature rise.
- D. Temperature Rise: 130 degrees C Standby.
- E. Enclosure: NEMA MG 1, open drip proof.
- F. Excitation: Excitation power shall be provided from a permanent magnet generator (PMG) source mounted to the motor shaft of the generator.
- G. Voltage Regulation: Include generator-mounted volts per hertz exciter-regulator to match engine and generator characteristics, with voltage regulation plus or minus 1 percent from no load to full load for any constant load between no load and rated load. Include manual controls to adjust voltage droop, voltage level (plus or minus 5 percent) and voltage gain.
- H. Frequency Regulation: Frequency regulation shall be isochronous from steady state no load to steady state rated load. Random frequency variation with any steady load from no load to full load shall not exceed plus or minus 0.25%.
- I. The Alternator shall produce a clean AC voltage waveform, with not more than 5% total harmonic distortion at full linear load, when measured from line to neutral, and with not more than 3% in any single harmonic, and no 3rd order harmonics or their multiples. Telephone influence factor shall be less than 40. Provide an anti-condensation heater for the alternator.
- J. The generator set load connections shall be composed of silver or tin plated copper bus bars, drilled to accept mechanical or compression terminations of the number and type as shown on the drawings. Sufficient lug space shall be provided for use with cables of the number and size as shown on the drawings.
- K. Electric starter capable of three complete cranking cycles without overheating.

2.06 ACCESSORIES

- A. Exhaust Silencer: Residential type silencer, with muffler companion flanges and flexible stainless steel exhaust fitting, sized in accordance with engine manufacturer's instructions.
- B. Batteries: Heavy duty, diesel starting type lead-acid storage batteries. Match battery amp-hour requirements and voltage to starting system. Include necessary cables and clamps.
- C. Battery Tray: Treated for electrolyte resistance, constructed to contain spillage.
- D. Battery Charger:
 - 1. Provide a fully regulated, constant voltage, current limited, multi-rate battery charger for each generator set. The chargers shall be designed for heavy-duty industrial service, primarily to quickly recharge and maintain batteries that start internal combustion engines. Charger shall be rated a minimum of 12 amps, and be capable of operating in parallel with another like charger for reliability and added charging capacity. The charger shall be mounted inside the generator enclosure.
 - 2. Charger shall provide 4 distinct charge states: dead battery, bulk charge, absorption, and float. Charge rate shall be temperature compensated to provide charging in ambient conditions from -20 to +55C.

3. Provide LED indication of general charge condition, including charging, fault, and equalize. Provide a 2 line LCD display to indicate charge rate, battery voltage, faults, and provide charger set up. Charger shall provide relay contacts for fault conditions as required by NFPA 110.
4. The charger shall operate properly during fault conditions, including battery disconnection while charging, reversed battery polarity connections, and shorted battery.
5. The charger shall be compliant to the same RFI/EMI and voltage surge performance as are specified for the genset control.
- E. Line Circuit Breaker: NEMA AB 1, electronic circuit breaker (with LISG Trips) on generator output with integral thermal and instantaneous magnetic trip in each pole. Include battery-voltage operated shunt trip, connected to open circuit breaker on engine failure. Unit mount in enclosure to meet NEMA 250, Type 1 requirements. The generator set over current protection shall be UL listed as a utility grade protective device.
- F. Engine-Generator Control Panel: NEMA 250, Type 1 generator mounted control panel enclosure with engine and generator controls and indicators. Include the following equipment and features:
 1. Frequency Meter: 45-65 Hz. range.
 2. Generator Set AC Output Metering. The generator set shall be provided with a metering set including the following features and functions:
 - a. Analog or digital voltmeter and ammeter. Voltmeter and ammeter shall display all three phases.
 3. Output voltage adjustment.
 4. Lamp-test pushbutton.
 5. Engine Manual/Off/Remote selector switch.
 6. Engine Start/Run/Stop switch.
 7. Engine running time meter.
 8. Oil pressure gage.
 9. Water temperature gage.
 10. Engine running pilot light.
 11. Auxiliary Relay: 3PDT, operates when engine runs, with contact terminals prewired to terminal strip.
 12. Local Alarms: Monitor and indicate the following alarm conditions via a pilot light on control panel.
 - a. Low oil pressure.
 - b. High engine temperature.
 - c. Overspeed.
 - d. Overcrank.
 - e. High engine temperature pre-alarm.
 - f. Low oil pressure pre-alarm.
 - g. Control switch not in Auto.
 - h. Low battery voltage.
 - i. Low fuel level.
 - j. Fuel tank leak.
 13. Remote Alarms: Provide relay contact closure for the following alarm conditions to wire into pump station SCADA.:
 - a. Generator Failure alarm.
 - b. Generator running.
 - c. Generator switch in Remote position.
 - d. Low fuel.
 - e. Emergency trip.
 - f. Overcrank.

- g. Control switch not in Auto.
- G. Provide an OSHA approved Lockout Tagout generator starter switch to prevent starting of generator when locked out.
- H. Provide a NEMA 4X emergency stop pushbutton mounted on the side of the generator enclosure. The pushbutton shall be a maintained contact type with red mushroom style operator. Provide an extra contact on the emergency stop button. Provide flip open cover over pushbutton.
- I. Outdoor Weather-Protective Enclosure
 - 1. The generators shall be provided with a weather-protective outdoor steel enclosures that houses the generator. Muffler shall be internal to the enclosure.
 - 2. General
 - a. The enclosure shall be sized to adequately house the generator and all specified accessories.
 - 1) Doors
 - (a) Adequate doors shall be installed for sufficient access to the generator set and all accessories. All doors shall be lockable. All doors shall include hold-open latches.
 - 2) Exhaust/Silencer
 - (a) The engine generator set shall be provided with critical grade silencer housed internally to the enclosure.
 - 3) Base/Fuel Tank
 - (a) A secondary containment, UL listed, skid-base fuel tank shall form the base of the enclosure and shall support the engine generator. Provide lugs on bottom of fuel tank for fastening of the assembly to a concrete slab foundation. Provide tank with necessary conduit stub-up area.
 - (b) The fuel capacity of the tank shall be sized to run the generator at 3/4 load for 24 hours.
 - (c) Provide the fuel tank with a 2" fill with lockable cap, tank vent, rupture basin vent, emergency relief vent, mechanical gauge, drain for fuel tank and rupture basin, low level alarm dry contact, leak detection dry contact, and ports for fuel supply, return, & one spare connection. The dry contacts to be rated minimum 5A at 120 VAC.
 - (d) Sub-base fuel tank shall meet all state or local codes as required by the State of Iowa.
 - (e) Provide a fuel tank level sensor/transmitter that transmits a 4-20mA signal proportional to fuel level.
 - 4) Painting
 - (a) One quart of factory matching touch-up paint shall be provided to touch up any scratches in the future. Contractor shall be responsible for touching up any dings or scratches occurred during construction using factory matching paint before final acceptance by the Owner.

2.07 SPARE PARTS

- A. Provide a listing of the factory recommended spare parts for maintenance purposes.
- B. Provide a listing of factory recommended coolants and engine oils to be used for maintenance of generator.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Installation on site will be by the Project's General Contractor. Delivery to the site will be by the generator supplier. Start up on site will be by the Supplier/Manufacturer. Supplier/Manufacturer shall verify that the generator is installed per manufacturers requirements.

3.02 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. Provide full load test utilizing portable test bank for four hours minimum.
 - 1. Record the following at 20 minute intervals during four hour test:
 - a. Kilowatts.
 - b. Amperes.
 - c. Voltage.
 - d. Coolant temperature.
 - e. Frequency.
 - f. Oil pressure.
 - g. Outdoor air temperature.
- C. Simulate power failure including operation of transfer switch, automatic starting cycle, and automatic shutdown and return to normal.
- D. Test alarm and shutdown circuits by simulating conditions.
- E. The generator supplier or the General Contractor shall provide the fuel (#2 diesel winter blend) for the load test and shall fill the fuel tank after testing is complete.

3.03 MANUFACTURER'S FIELD SERVICES

- A. Provide the services of manufacturer's representative to prepare and start the generator system.

3.04 ADJUSTING

- A. Adjust generator output voltage and engine speed.

3.05 CLEANING

- A. Clean engine and generator surfaces. Replace oil, oil filters, and fuel filters.

3.06 DEMONSTRATION

- A. Simulate power outage by interrupting normal source, and demonstrate that system operates to provide standby power including automatic starting cycle, operation of transfer switch to load generator, return to normal power, and automatic shutdown.

3.07 TRAINING

- A. The Contractor shall provide a minimum of two hours of typical Generator and transfer switch operation and maintenance requirements training of the Owner's personnel at the generator site. The training shall include but not be limited to startup, operation, shutdown, system indicators, maintenance, and trouble shooting.

END OF SECTION

SECTION 26 3600
ENCLOSED TRANSFER SWITCHES

PART 1 GENERAL

1.01 SCOPE

- A. Provide one (1) automatic transfer switch to be installed by others but started up by the transfer switch supplier. Automatic transfer switch shall be programmed to exercise the generator on a weekly basis at a time to be determined by the Owner.
- B. Automatic transfer switch shall be provided by the manufacturer of the generator: Reference Section 26 3213.
- C. Contractor shall remove existing automatic transfer switch inside the pump station building and install the new transfer switch in the same location. See drawing sheet E102 for transfer switch location.

1.02 SECTION INCLUDES

- A. Automatic Transfer Switch.

1.03 RELATED REQUIREMENTS

- A. Section 26 3213 - Packaged Engine Generators

1.04 REFERENCE STANDARDS

- A. NEMA ICS 10 - Industrial Control and Systems: AC Transfer Switch Equipment; National Electrical Manufacturers Association.
- B. NETA STD ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems; International Electrical Testing Association.
- C. NFPA 70 - National Electrical Code; National Fire Protection Association.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide catalog sheets showing voltage, switch size, ratings and size of switching and overcurrent protective devices, operating logic, short circuit ratings, dimensions, and enclosure details.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Operation Data: Instructions for operation of equipment.
- E. Maintenance Data: Routine preventative maintenance and lubrication schedule. List special tools, maintenance materials, and replacement parts.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience and with service facilities within 100 miles of Project.
- C. Supplier Qualifications: Authorized distributor of specified manufacturer with minimum ten years documented experience.
- D. Products: Listed and classified by Underwriters Laboratories Inc.

1.07 WARRANTY

- A. Full warranty against defects in materials and workmanship for two years after substantial completion, including all parts, labor, and expenses.

1.08 MAINTENANCE SERVICE

- A. Refer to Specification Section 26 3213 - Packaged Engine Generators: Maintenance Service for maintenance service requirements.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Shall be same manufacturer as supplier of the diesel emergency generator.

2.02 AUTOMATIC TRANSFER SWITCH

- A. Description: NEMA ICS 10, automatic transfer switch, 600 amp, 480 volt, 3 phase, 3-pole, solid neutral as required, housed in a NEMA 12 enclosure.
- B. Configuration: Utility/Generator, open transition while transferring, electrically operated, mechanically held transfer switch.
- C. Interrupting Capacity: 100 percent of continuous rating.
- D. Minimum Withstand Current Rating: 35,000 rms symmetrical amperes, when used with circuit breakers.

2.03 SERVICE CONDITIONS

- A. Service Conditions: NEMA ICS 10.
- B. Temperature: 104 degrees F.
- C. Altitude: 1000 feet.

2.04 COMPONENTS

- A. Exterior: Exterior door of transfer switch shall have all required controls except for manual switch transfer mechanism which shall be internal.
- B. Indicating Lights: Indicate NORMAL SOURCE AVAILABLE, ALTERNATE SOURCE AVAILABLE, and SWITCH POSITION.
- C. Test Switch: Mount on door of enclosure to simulate failure of normal source.
- D. Return to Normal Switch: Mount on door of enclosure to initiate manual transfer from alternate source to normal source.
- E. Transfer Switch Auxiliary Contacts: 1 normally open, 1 normally closed for each transfer switch position (emergency or utility).
- F. Normal Source Monitor: Monitor each line of normal source voltage and frequency; initiate generator start and transfer when voltage drops below 85 percent or frequency varies more than 5 percent from rated nominal value.
- G. Generator Source Monitor: Monitor generator source voltage and frequency; inhibit transfer when voltage is below 85 percent or frequency varies more than 5 percent from rated nominal value.
- H. Enclosure: NEMA type 12 painted steel.
- I. Provide transfer switch with manual operating handle to allow manual operation of switch. Handle shall not be accessible from exterior of enclosure.
- J. The transfer switch control system shall be microprocessor-based.

2.05 AUTOMATIC SEQUENCE OF OPERATION

- A. Initiate Time Delay to Start Alternate Source Engine Generator: Upon initiation by normal source monitor.
- B. Initiate Transfer Load to Alternate Source: Upon initiation by normal source monitor and permission by alternate source monitor.
- C. Time Delay Before Transfer to Emergency Power Source: 0 to 5 minutes, adjustable.
- D. Time Delay Before Transfer to Normal Power: 0 to 30 minutes, adjustable; bypass time delay in event of alternate source failure.
- E. Time Delay Before Engine Shut Down: 5 to 20 minutes of unloaded operation.
- F. Engine Exerciser: Start engine every 7 days; run for 20 minutes before shutting down. Bypass exerciser control if normal source fails during exercising period.

2.06 STATUS MONITORING

- A. The transfer switch shall be provided with contact closure outputs for the following status/alarm indications:
 - 1. Normal Source Available.
 - 2. Emergency Source Available.
 - 3. Switch in Normal Position.
 - 4. Switch in Emergency Position.

2.07 SPARE PARTS

- A. Provide a listing of the factory recommended spare parts for maintenance purposes.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surface is suitable for transfer switch installation.

3.02 INSTALLATION

- A. Transfer switch shall be installed on site by others. The transfer switch/generator manufacturer's representative shall program and start up the transfer switch once installed on site by others.

3.03 FIELD QUALITY CONTROL

- A. Perform field inspection and testing in accordance with Section 01 4000.
- B. Inspect and test in accordance with NETA STD ATS, except Section 4.
- C. Perform inspections and tests listed in NETA STD ATS, Section 7.22.3.

3.04 MANUFACTURER'S FIELD SERVICES

- A. Provide the services of the manufacturer's technical representative to check out transfer switch connections and operations and place in service.

3.05 CLOSEOUT ACTIVITIES

- A. Demonstrate operation of transfer switch in normal, and emergency modes.

END OF SECTION

Meeting Date: 02/20/2018

Information

Subject

Consider change order number two in an amount of \$15,620.22 for the Pickard Park Storage and Concession Building - revised contract amount \$195,508.42

Information

In your packet is change order number two and a memo from Doug Bylund, Park and Recreation Director, regarding the Pickard Park Storage and Concession Building. This change order is for addition of insulation to the walls and roof in an amount of \$15,620.22.

Roll call is in order.

Fiscal Impact

Attachments

Change Order

Change Order Memo



December 21, 2017

Doug Bylund, Parks Director
City of Indianola
110 North 1st Street
P.O. Box 299
Indianola, IA 05125

RE: PICKARD PARK STORAGE AND CONCESSION BUILDING
CHANGE ORDER NO. 2

Dear Doug:

Please see the attached pricing from DDVI for adding insulation to the interior and exterior walls and roof of the concession/storage building. Insulation was discussed during the project's design phase and was removed based on budgetary concerns for the overall project. Based on information provided from Parks staff, we understand the City Council is requesting a price to add insulation to the project for their consideration.

Upon review of the change order amount, the insulation would be added to the concession room interior walls, league storage walls, official's room, all exterior walls and under the roof. If approved, adding this insulation would cost an additional \$15,620.22 to the project, resulting in a total cost of \$195,508.42.

Please review the attached documentation and feel free to contact me with any questions or comments.

Respectfully,

SNYDER & ASSOCIATES, INC.

Tim West, PLA, LEED AP
Project Manager

CHANGE ORDER NO. 2

OWNER: City of Indianola, Iowa

PROJECT:
PROJECT #:

Pickard Park Storage and Concession Building
117.0867

To: DDVI, Inc.
Contractor
PO Box 743
Address
Indianola, IA 50125
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

Add insulation to all exterior and interior walls and roof.

2. Reason for Change:

Insulation was left out of the initial plans as a cost-saving measure. The City Council has requested a price from DDVI to insulate the walls and roof.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
1.	Add insulation to the walls and roof	1.0	LS	\$15,620.22	\$15,620.22

TOTAL \$15,620.22

4. This change order will NOT result in a revision of the contract completion date, with a net change in the cost of the project of \$1,750.00 divided as follows:

	Contract Amount	Contract Completion Date
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	\$179,888.20	May 15, 2018
Change due to this C.O. (+ or -)	\$15,620.22	
Totals including this C.O.:	\$195,508.42	May 15, 2018

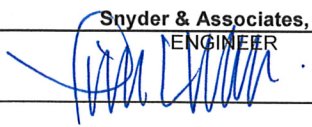
The change described herein is understood, and the terms of settlement are hereby agreed to:

DDVI, Inc.
CONTRACTOR

By _____

DATE: _____

Snyder & Associates, Inc.
ENGINEER

By  _____

DATE: 12/21/17

City of Indianola
OWNER

By _____

DATE: _____

DDVI

General Contractor

Remittance Address: P.O. Box 743 - Indianola, Iowa 50125

Physical Address: 1817 North 7th Street - Indianola, Iowa 50125

515-962-2176 ph/515-962-2199 fax

PROJECT

Pickard Park Concession

Project #17-596

PR#	
CO#	

Cost for Proposed Change	1
--------------------------	---

DATE: 11/27/17

ARCHITECT: Snyder & Associates

DESCRIPTION: Insulation at all exterior & interior walls and roof

Approved	
Gina	
JC	
Sub	
Field	

Contractor:	Description	Total
DDVI		\$0.00

DDVI total: \$0.00

Hilsabeck \$14,490.00

\$0.00

\$0.00

\$0.00

Sub Total: \$14,490.00

DDVI Markup (15%) \$0.00

Sub Markup (5%) \$724.50

Bonds/Ins on sub (2.8%) \$405.72

Cost for Proposed Change	1	\$15,620.22
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NOTE: We are requesting a (0) day time extension

HSI

Hilsabeck Schacht Inc.

617 S 19th St.

West Des Moines, IA 50265

Ph: 515-221-3243

Fax: 515-223-1379

November 14, 2017

DDVI

Attn: Rich Piper

Re: Prickard Park Storage & Concession Building

Dear Rich,

We propose to furnish all material, labor, equipment and supervision to perform the following scope of work:

Closed Cell Spray Foam

- 2" @ roof and exterior walls (R = 14)

R19 Fiberglass Batt Insulation at interior framed walls

Clean up of our debris is included

Scaffolding for our work is included

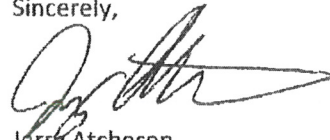
Base Bid

\$14,490.00

- Excludes all plywood and intumescent coating on spray foam

We look forward to the possibility of working with you on this project. Please feel free to call with any questions.

Sincerely,



Jerry Atcheson

515-208-4069

Rich Piper

From: Jerry Atcheson <JerryA@HSI123.com>
Sent: Tuesday, November 14, 2017 12:19 PM
To: 'rich@ddvi.net'
Subject: Prichard Park Storage
Attachments: Prichard Park Storage.pdf

Rich,

Attached is the quote you requested for the Insulation at the Prichard Park Storage Building.

Please let me know If you need anything else.

Thanks!

Jerry Atcheson
Hilsabeck Schacht Inc.
617 S. 19th Street
West Des Moines, IA 50265
515-208-4069 Cell
515-221-3243 Office
515-223-1379 FAX
jerrya@hsi123.com



PARKS AND RECREATION

January 9, 2018

To: Mayor and City Council
Cc: Ryan Waller, City Manager
From: Doug Bylund, Parks and Recreation Director
Re: Pickard Park Concession/Storage Building Change Order #1 & #3

Change Order #1 - Waterline

Change order #1 is an addition the amount of \$1,886.50 for the installation of the water line to the new concession/storage building at Pickard Park. During the demolition, it was discovered the water connection was not in the mapped location to the east of the building.

The proposed change requires the addition of 70 feet of water line (addition of \$4,126.50) and a deduction of 20 feet of water line and the elimination of a winterization valve (deduction of \$2,240). There is currently a valve on the restroom that will allow for the winterization of the new building along with the nearby restroom.

Change Order #3 – Electric Relocation/Repair

Change order #3 is a net deduction in the amount of \$1,602.80 for a change in the field lighting and scoreboard electrical wiring. The relocation of the field lighting was not needed during the earthwork phase of the project. Wiring to one of the scoreboards was instead needed.

The change results in a deduction of \$2,034 for the anticipated field lighting relocation and an addition of \$431.20 for the scoreboard wiring repair.

Revised Cost Summary

Approved Funds and Contract Amount	\$178,001.70
Change Order #1 – Waterline	\$1,886.50
Change Order #3 – Electric Relocation/Repair	(\$1,602.80)
Revised Contract Amount	\$178,285.40

Meeting Date: 02/20/2018

Information

Subject

2017 Drainage Repair Project

Information

There are two items to consider, the first being change order number 4 in an amount of \$58,241.64 and project acceptance and release of retainage funds in an amount of \$8,151.28.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/20/2018

Information

Subject

Consider change order number four in an amount of \$40,344.76 and for the 2017 Drainage Repairs - revised contract amount \$163,025.64

Information

In your packet is change order number four in an amount of \$40,344.76. This change order reconciles all T&M items to the field measured completed work. The quantity changes, some more, some less, resulted from adjustments made based on conditions encountered in the field. Major work items that were greater than anticipated were due to utility conflicts, discovery of a sinkhole under the pavement, and prior construction practices that made excavation much more difficult than anticipated.

Roll call is in order.

Fiscal Impact

Attachments

Change Order



February 13, 2018

City of Indianola
110 North First Street
Indianola, IA 50125

RE: CHANGE ORDER NO. 4
PAYMENT APPLICATION NO. 3 – FINAL
2017 DRAINAGE REPAIRS - CITY OF INDIANOLA, IOWA
S&A PROEJCT NO. 117.0039

Dear Honorable Mayor and Council:

Enclosed for your review and approval is Change Order No. 4 and Payment Application No. 3 for the above-noted project.

Change Order No. 4 reconciles all T&M items to the field measured completed work. The quantity changes, some more, some less, resulted from adjustments made based on conditions encountered in the field and resulted in a net increase of \$40,344.76. Major work items that were greater than anticipated were due to utility conflicts, discovery of a sinkhole under the pavement, and prior construction practices that made excavation much more difficult than anticipated.

Pay Application No. 3 is the final pay application.

The final contract amount is \$163,025.64. The work performed on the project has been completed in general conformance with the Contract Document and we recommend final approval and acceptance of the construction work.

The retainage amount due to Vanderpool Construction can be paid not less than 30 days after project acceptance by the City if no claims have been received.

Sincerely,

SNYDER & ASSOCIATES, INC.

David N. Moeller, P.E.
President

DNM/jdp

Enclosures

PROPOSED CHANGE ORDER NO. 4

OWNER: City of Indianola

PROJECT: 2017 Drainage Repairs

S&A PROJECT #: 117.0039

To: Vanderpool Construction, Inc.
Contractor
1100 N 14th Street
Address
Indianola, IA 50125
City, State, Zip

After review of Change Order Request #4 received on December 11th, 2017,
you are directed to make the following changes in this contract:

1. Description of change to be made:

Time & Material items for storm sewer installation, intake installation, protection and relocation of existing utilities and construction of subgrade.

Reconciliation of final as-built quantities

2. Reason for Change:

Unknown conditions including utilities cast into existing intakes. Void discovered under Howard Street, project shut down for winter.

3. Settlement for the cost of making the change shall be as follows:

Summary of Time and Materials work effort

Date	Description	Quantity	Unit	Rate	Total Price
25-Oct	Discovered WM conflicts				
26-Oct	24" RCP to Intake SW-507 includes relay	32	LF	\$119.12	\$3,811.84
27-Oct	Removed Existing Intake	1	EA	\$1,200.00	\$1,200.00
	Installation of SW-507	1	EA	\$5,400.00	\$5,400.00
30-Oct	Removed Existing Intake	1	EA	\$1,200.00	\$1,200.00
	18" RCP between Intakes	16	LF	\$84.00	\$1,344.00
	Installation of SW-509	1	EA	\$6,000.00	\$6,000.00
31-Oct	Exposed Water Main for IMU	1	LS	\$437.50	\$437.50
	Insulation for Water Main	1	LS	\$30.24	\$30.24
	Careful backfill & compaction	1	LS	\$2,700.00	\$2,700.00
1-Nov	Street Removal - East half (M&L)	1	LS	\$3,940.00	\$3,940.00
	Additional Saw Cutting	1	LS	\$275.00	\$275.00
	Hauling of Concrete Spoils	4	HR	\$95.00	\$380.00
2-Nov	Removal of Existing 18" CMP in Street (M&L)	1	LS	\$3,960.00	\$3,960.00
	Hauling of Spoils	2.75	HR	\$95.00	\$261.25
	15" RCP	24	LF	\$20.10	\$482.40
	Concrete Collar for SE Intake Connection	1	LS	\$462.00	\$462.00
3-Nov	Installation of 15" RCP (south)	1	LS	\$1,920.00	\$1,920.00
9-Nov	Repair of 4" Sanitary broken by MidAm	4	HR	\$75.00	\$300.00
	4" Schedule 40 PVC & 4" Ferncos	1	LS	\$45.30	\$45.30
13-Nov	Removal of Flowable Fill & 18" RCP Install	1	LS	\$2,987.50	\$2,987.50
	18" RCP	16	LF	\$22.17	\$354.72
	Sewer Repair from Flowable Fill Removal	1	LS	\$194.33	\$194.33
14-Nov	Installation of 18" RCP (north)	1	LS	\$2,422.50	\$2,422.50
	18" RCP	10	LF	\$22.17	\$221.70
	Concrete Collar for NE Intake Connection	1	LS	\$618.20	\$618.20
15-Nov	Hauling of Debris From Street Crossing	4.5	HR	\$95.00	\$427.50
	Grading of Subgrade & Placing Subbase	1	LS	\$2,167.50	\$2,167.50
	Assisting IMU on Water Main	1	LS	\$375.00	\$375.00
	Roller for Subbase Mobilization	1.25	HR	\$150.00	\$187.50
16-Nov	Removal of East Intake Tops & Walls	1	LS	\$670.00	\$670.00
17-Nov	Hauling of Debris From Site	2.25	HR	\$95.00	\$213.75
	Removal of WM Debris from IMU Work	1	LS	\$300.00	\$300.00
27-Nov	Lumber for Intake Riser Extensions	1	LS	\$464.88	\$464.88

	Transport of Lumber to Site	1	LS	\$112.50	\$112.50
28-Nov	Installation of Riser Extensions	30	HR	\$75.00	\$2,250.00
	Rebar for Riser Extensions	140	LF	\$0.29	\$40.60
	Concrete for Riser Extensions	1	LS	\$391.60	\$391.60
	Cleaned & Stripped Forms for Riser Extens.	8	HR	\$75.00	\$600.00
4-Dec	Throats & Tops on East Side - Eslinger	1	LS	\$5,000.00	\$5,000.00
8-Dec	Set SW-507 Top on West Side & Backfilled	1	LS	\$1,823.25	\$1,823.25
	Set SW-509Top on West Side & Backfilled	1	LS	\$1,823.25	\$1,823.25
9-Dec	Traffic Control Extra Days	1	LS	\$445.83	\$445.83
SUBTOTAL T&M work					\$58,241.64
Contract Items					
2.2	Class D Revetment	-1.61	TON	\$88.00	-\$141.68
4.1	Storm Sewer, Trenched, RCP, 18"	-15	LF	\$84.00	-\$1,260.00
4.2	Storm Sewer , Trenched, RCP, 24"	-32	LF	\$77.00	-\$2,464.00
4.6	Removal of Storm Sewer	-21	LF	\$24.00	-\$504.00
6.1	Intake, Type SW-507	-1	EA	\$5,400.00	-\$5,400.00
6.2	Intake, Type SW-509	-1	EA	\$6,000.00	-\$6,000.00
6.4	Removal of Intake	-2	EA	\$1,200.00	-\$2,400.00
7.1	Pavement, PCC, 8"	63.02	SY	\$90.00	\$5,671.80
7.2	Removal of Sidewalk	21	SY	\$6.00	\$126.00
7.3	Sidewalk, PCC, 4"	-20	SY	\$34.00	-\$680.00
9.1	Hydraulic Seeding, Seed Fert Mulch	-0.35	AC	\$8,900.00	-\$3,115.00
9.3	Filter Sock	120	LF	\$6.00	\$720.00
9.4	Filter Sock Removal	-150	LF	\$3.00	-\$450.00
9.5	Fence Repair	-1	LS	\$2,000.00	-\$2,000.00
				TOTAL	\$40,344.76

4. This change order will result in a net change in the contract completion time of 5 days and a net change in the cost of the project of \$40344.76 divided as follows:

	<u>Contract Amount</u>	<u>Contract Completion Date</u>
Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)	<u>\$ 122,680.88</u>	<u>January 16, 2018</u>
Change due to this C.O. (+ or -)	<u>\$40,344.76</u>	<u>5</u>
Totals including this C.O.:	<u>\$163,025.64</u>	<u>January 21, 2018</u>

The change described herein is understood, and the terms of settlement are hereby agreed to:

Vanderpool Construction, Inc.
CONTRACTOR

By _____

DATE: _____

Snyder & Associates, Inc.
ENGINEER

By _____

DATE: _____

City of Indianola
OWNER

By _____

DATE: _____

APPLICATION FOR FINAL PAYMENT - PARTIAL PAY APPLICATION NO.3

PROJECT: 2017 Drainage Repairs Project
OWNER: City of Indianola
CONTRACTOR: Vanderpool Construction, Inc.
1100 North 14th St
Indianola, IA 50125
DATE: 1/10/2018

S&A PROJECT NO.: 117.0039.01

PAYMENT PERIOD: thru 01-16-2018

1. CONTRACT SUMMARY:

Contract Amount Plus Approved Changes: \$ 122,680.88
Net Change by Change Order: \$40,344.76
Contract Amount to Date: \$ 163,025.64

2. WORK SUMMARY:

Total Work Performed Previously: \$ 98,266.20
Materials Stored on Site: _____
Total Work & C.O. Amount this Application: \$ 64,759.44
Retainage (55 of contract): \$8,151.28
Total Earned Less Retainage: \$ 154,874.36
Less Previous Applications for Payment: \$ 98,266.20
AMOUNT DUE THIS APPLICATION: \$ 56,608.16

3. CONTRACT PERIOD:

Original Contract Date: 10/2/2017
Late Start Date: N/A
Actual Start Date: 10/2/2017
Original Contract Time: 30 Working Days
Added by CO: 18 Working Days
Contract Time To Date: 48 Working Days
Time Used to Date: 48 Working Days
Time Remaining: 0 Working Days

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; and (2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment are free and clear of all liens, claims, security interests and encumbrances.

Vanderpool Construction, Inc.
CONTRACTOR

By _____

DATE: _____

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

SNYDER & ASSOCIATES, INC.
ENGINEER

By _____

DATE: _____

5. OWNER'S APPROVAL:

City of Indianola
OWNER

By _____

DATE: _____

6. DETAILED ESTIMATE OF WORK COMPLETED:

		CONTRACT ITEMS				COMPLETED WORK PAY APP #1		COMPLETED WORK PAY APP #2		COMPLETED WORK PAY APP #3		COMPLETED WORK		
ITEM NO.	SNYDER & ASSOCIATES BID SCHEDULE	QUANTITY	UNIT	UNIT COST	TOTAL COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	COST	QUANTITY	% COMP	COST
	DESCRIPTION													
1.1	Mobilization	1	LS	\$ 8,900.00	\$ 8,900.00	0.80	\$ 7,120.00	0.20	\$ 1,780.00	0.00	\$ -	1.00	100%	\$ 8,900.00
1.2	Construction Survey	1	LS	\$ 1,800.00	\$ 1,800.00	1.00	\$ 1,800.00	0.00	\$ -	0.00	\$ -	1.00	100%	\$ 1,800.00
2.1	Excavation, Class 20	150	CY	\$ 26.00	\$ 3,900.00	150.00	\$ 3,900.00	0.00	\$ -	0.00	\$ -	150.00	100%	\$ 3,900.00
2.2	Class D Revetment	90	TON	\$ 88.00	\$ 7,920.00	88.39	\$ 7,778.32	0.00	\$ -	0.00	\$ -	88.39	98%	\$ 7,778.32
4.1	Storm Sewer, Trenched, RCP, 18"	15	LF	\$ 84.00	\$ 1,260.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0%	\$ -
4.2	Storm Sewer, Trenched, RCP, 24"	185	LF	\$ 77.00	\$ 14,245.00	0.00	\$ -	153.00	\$ 11,781.00	0.00	\$ -	153.00	83%	\$ 11,781.00
4.3	Storm Sewer, Trenched, RCP, 30"	153	LF	\$ 102.00	\$ 15,606.00	0.00	\$ -	153.00	\$ 15,606.00	0.00	\$ -	153.00	100%	\$ 15,606.00
4.4	Pipe Culvert, Trenched, CMP, 36"	48	LF	\$ 197.00	\$ 9,456.00	48.00	\$ 9,456.00	0.00	\$ -	0.00	\$ -	48.00	100%	\$ 9,456.00
4.5	Pipe Apron, CMP, 36"	1	EA	\$ 1,530.00	\$ 1,530.00	1.00	\$ 1,530.00	0.00	\$ -	0.00	\$ -	1.00	100%	\$ 1,530.00
4.6	Removal of Storm Sewer	338	LF	\$ 24.00	\$ 8,112.00	198.00	\$ 4,752.00	119.00	\$ 2,856.00	0.00	\$ -	317.00	94%	\$ 7,608.00
4.7	Removal of Existing Culvert	40	LF	\$ 76.00	\$ 3,040.00	40.00	\$ 3,040.00	0.00	\$ -	0.00	\$ -	40.00	100%	\$ 3,040.00
6.1	Intake, Type SW-507	1	EA	\$ 5,400.00	\$ 5,400.00	0.50	\$ 2,700.00	(0.50)	\$ (2,700.00)	0.00	\$ -	0.00	0%	\$ -
6.2	Intake, Type SW-509	1	EA	\$ 6,000.00	\$ 6,000.00	0.50	\$ 3,000.00	(0.50)	\$ (3,000.00)	0.00	\$ -	0.00	0%	\$ -
6.3	Connect to Existing Intake	3	EA	\$ 1,900.00	\$ 5,700.00	3.00	\$ 5,700.00	0.00	\$ -	0.00	\$ -	3.00	100%	\$ 5,700.00
6.4	Removal of Intake	2	EA	\$ 1,200.00	\$ 2,400.00	2.00	\$ 2,400.00	(2.00)	\$ (2,400.00)	0.00	\$ -	0.00	0%	\$ -
7.1	Pavement, PCC, 8"	60	SY	\$ 90.00	\$ 5,400.00	0.00	\$ -	60.00	\$ 5,400.00	63.02	\$ 5,671.80	123.02	205%	\$ 11,071.80
7.2	Removal of Sidewalk	20	SY	\$ 6.00	\$ 120.00	20.00	\$ 120.00	0.00	\$ -	21.00	\$ 126.00	41.00	205%	\$ 246.00
7.3	Sidewalk, PCC, 4"	20	SY	\$ 34.00	\$ 680.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0%	\$ -
7.4	Removal of Pavement	60	SY	\$ 38.00	\$ 2,280.00	60.00	\$ 2,280.00	0.00	\$ -	0.00	\$ -	60.00	100%	\$ 2,280.00
7.5	Granular Surfacing, Class A Crushed Stone	35	TON	\$ 28.00	\$ 980.00	35.00	\$ 980.00	0.00	\$ -	0.00	\$ -	35.00	100%	\$ 980.00
8.1	Traffic Control	1	LS	\$ 2,760.00	\$ 2,760.00	0.50	\$ 1,380.00	0.50	\$ 1,380.00	0.00	\$ -	1.00	100%	\$ 2,760.00
9.1	Hydraulic Seeding, Seed, Fert & Mulch	0.4	AC	\$ 8,900.00	\$ 3,560.00	0.00	\$ -	0.05	\$ 445.00	0.00	\$ -	0.05	13%	\$ 445.00
9.2	Clearing & Grubbing	1	LS	\$ 4,000.00	\$ 4,000.00	1.00	\$ 4,000.00	0.00	\$ -	0.00	\$ -	1.00	100%	\$ 4,000.00
9.3	Filter Sock, 8"	150	LF	\$ 6.00	\$ 900.00	150.00	\$ 900.00	0.00	\$ -	120.00	\$ 720.00	270.00	180%	\$ 1,620.00
9.4	Filter Sock, Removal	150	LF	\$ 3.00	\$ 450.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0%	\$ -
9.5	Fence Repair	1	LS	\$ 2,000.00	\$ 2,000.00	0.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	0%	\$ -
TOTAL ORIGINAL CONTRACT		\$ 118,399.00				PAY APP #1: \$ 62,836.32		PAY APP #2: \$ 31,148.00		PAY APP #3: \$ 6,517.80		COMPLETED WORK \$ 100,502.12		
Change Order Summary														
Change Order 3 (Rev 1)														
Working Days added to schedule						16.00		16				16.00 Days 16		
Change Order 1 (Rev 3)														
Unknown Debris & Existing Culvert Issues		1	LS	\$ 2,968.68	\$ 2,968.68			1.00	\$ 2,968.68			1.00	100%	\$ 2,968.68
Change Order 2 (Rev 2)														
Top Soil removal		1	LS	\$ 713.20	\$ 713.20			1.00	\$ 713.20			1.00	100%	\$ 713.20
Change Order 5 (Rev 1)														
Temporary Mulching		1	LS	\$ 600.00	\$ 600.00			1.00	\$ 600.00			1.00	100%	\$ 600.00
								Total Change order		\$ 4,281.88				
Change Order 4 (Rev 2)														
Closeout items and East Side Howard St. Repairs		1	T&M	\$ 58,241.64	\$ 58,241.64					1.00	\$ 58,241.64	1.00	0%	\$ 58,241.64
2.2 Class D Revetment		-1.61	TON	\$88.00	-\$141.68									
4.1 Storm Sewer, Trenched, RCP, 18"		-15	LF	\$84.00	-\$1,260.00									
4.2 Storm Sewer , Trenched, RCP, 24"		-32	LF	\$77.00	-\$2,464.00									
4.6 Removal of Storm Sewer		-21	LF	\$24.00	-\$504.00									
6.1 Intake, Type SW-507		-1	EA	\$5,400.00	-\$5,400.00									
6.2 Intake, Type SW-509		-1	EA	\$6,000.00	-\$6,000.00									
6.4 Removal of Intake		-2	EA	\$1,200.00	-\$2,400.00									
7.1 Pavement, PCC, 8"		63.02	SY	\$90.00	\$5,671.80									
7.2 Removal of Sidewalk		21	SY	\$6.00	\$126.00									
7.3 Sidewalk, PCC, 4"		-20	SY	\$34.00	-\$680.00									
9.1 Hydraulic Seeding, Seed Fert Mulch		-0.35	AC	\$8,900.00	-\$3,115.00									
9.3 Filter Sock		120	LF	\$6.00	\$720.00									
9.4 Filter Sock Removal		-150	LF	\$3.00	-\$450.00									
9.5 Fence Repair		-1	LS	\$2,000.00	-\$2,000.00									
TOTAL CHANGE ORDERS		\$44,626.64												
COMPLETED WORK						Pay App No. 1 \$ 62,836.32		Pay App No. 2 \$ 34,716.68		Pay App No. 3 \$ 64,759.44		\$ 163,025.64		
ADJUSTED CONTRACT PRICE		\$163,025.64												

DIVISION 2 - WARREN COUNTY		
DESCRIPTION	QUANTITY	COST
Mobilization	0.1	\$ 890.00
Construction Survey	0.1	\$ 180.00
Excavation, Class 20	75	\$ 1,950.00
Class D Revetment		\$ -
Storm Sewer, Trenched, RCP, 18"		\$ -
Storm Sewer, Trenched, RCP, 24"		\$ -
Storm Sewer, Trenched, RCP, 30"		\$ -
Pipe Culvert, Trenched, CMP, 36"	24	\$ 4,728.00
Pipe Apron, CMP, 36"		\$ -
Removal of Storm Sewer		\$ -
Removal of Existing Culvert	20	\$ 1,520.00
Intake, Type SW-507		\$ -
Intake, Type SW-509		\$ -
Connect to Existing Intake		\$ -
Removal of Intake		\$ -
Pavement, PCC, 8"		\$ -
Removal of Sidewalk		\$ -
Sidewalk, PCC, 4"		\$ -
Removal of Pavement		\$ -
Granular Surfacing, Class A Crushed Stone	17.5	\$ 490.00
Traffic Control	0.25	\$ 690.00
Hydraulic Seeding, Seed, Fert & Mulch	0.05	\$ 445.00
Clearing & Grubbing	0.1	\$ 400.00
Filter Sock, 8"	25	\$ 150.00
Filter Sock, Removal	0	\$ -
Fence Repair	0	\$ -
WARREN COUNTY TOTAL:		\$ 11,443.00

Meeting Date: 02/20/2018

Information

Subject

Resolution accepting final completion of the 2017 Drainage Repair Project and release of retainage funds in an amount of \$8,151.28 in 30 days

Information

In your packet is the resolution accepting the project and releasing retainage funds in an amount of \$8,151.28 in 30 days.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2018-_____

**A RESOLUTION TO ACCEPT FINAL COMPLETION OF THE 2017 DRAINAGE
REPAIR PROJECT AND RELEASE RETAINED FUNDS**

WHEREAS, the City of Indianola is currently under obligation of a construction contract with Snyder and Associates and Vanderpool Construction for the completion of the 2017 Drainage Repair Project; and

WHEREAS, the remaining change order items have been completed and Vanderpool Construction has fully completed the construction in accordance with the terms and conditions of said contract and plans and specifications; and

WHEREAS, the City now deems it appropriate to give final approval and acceptance of said project as having been fully completed in accordance with the plans, specifications, and form of contract.

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

1. The 2017 Drainage Repair project is hereby approved and accepted as fully complete.
2. The City shall release \$8,151.28 to Vanderpool Construction within 30 days in accordance with law.

APPROVED this 20th day of February, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 02/20/2018

Information

Subject

Presentation of a RFP for EMS Billing Services

Information

Fire Chief Greg Chia will present the RFP for EMS billing services.

Bids will be received on February 28, 2018 and presented to Council on March 5, 2018.

The RFP has been posted on the City's web site, facebook page and the Iowa League of Cities web site.

Fiscal Impact

Attachments

RFP

REQUEST FOR PROPOSAL EMS BILLING SERVICES

All proposals are due on or before February 28, 2018 midnight CST, and shall be valid for 120 days from the RFP due date.

One (1) original and one (1) copy of the proposal shall be submitted to the City Clerk Diana Bowlin, at:

City of Indianola
110 N.1st Street
Indianola, IA 50125
Attn. Diana Bowlin
(515) 961-9410

ADMINISTRATIVE INFORMATION

PURPOSE:

The Indianola Fire Department is the provider of pre-hospital emergency care and transport, including advanced cardiac life support (ACLS) for the city and contracted townships in Warren County. Indianola Fire Department responds to only 911 calls for assistance. This accounts to a citizen population of 15,000 inside the city limits and another 10,000 in the rural contracted townships.

The City of Indianola is requesting a proposal for billing and collection of pre-hospital emergency care and transport based EMS services. Immediate transition of data, upon awarding of the contract to the qualified vendor. The contract will be for three (3) years and is anticipated to begin around March 05, 2018. Three (3) - twelve (12) month renewals if mutually agreed to both the City and the vendor is anticipated.

SET-UP/TRANSITION PROCESS:

Billing responsibilities will be transferred to the new Vendor on the first day of the contract. Ninety days following the commencement of the contract, there will be a full and complete transfer of billing/collection information to the vendor. It will be the vendor's responsibility to accomplish the transfer from the City's current software. This will be at the vendor's expense. A smooth continuation of billing and collection services must be provided so that the City can deliver efficient service to its citizens and maintain its revenue from accounts receivable.

BILLING:

ELECTRONIC CLAIMS

- A. Vendor shall have a current Medicare Sender Number and Medicaid Provider Number.
- B. Vendor shall have the capability of electronically transmitting claims to Medicare and Medicaid of Iowa. Vendor shall indicate if they are filing electronically for any service now and how other types of insurance filings will be handled.
- C. Vendor shall be capable of filing paper claims for Medicare and Medicaid requests, if necessary.

- D. The successful vendor will be required to collect the patient's signature in cases where the City's EMS was unable to obtain the patient's signature during transport (if required). The record of this signature will be maintained by the successful vendor for review by Medicare Auditors.
- E. Successful vendor will be responsible for requesting and obtaining from the City's Fire Department all required documentation for handling insurance reviews and/or hearings.
- F. Vendor must be capable of interfacing with Emergency Reporting Software. This is the City of Indianola Fire Departments Record Management System.
- G. NEMSIS 3 reporting standards will be followed for data provided to selected vendor unless a state or federal upgrade is required for compliance.

INVOICING

- A. It is preferred that the vendor file customer insurance claims within five (5) days from receipt of transport information from the City's EMS responses.
- B. The vendor must invoice EMS customers a minimum of four (4) times in the first ninety (90) days for any unpaid balance, at thirty-day (30) increments.
- C. The vendor will forward unpaid and inactive accounts exceeding one hundred twenty (120) days from invoice date to the City Finance Director. If alternative arrangements can be made with the Finance Director it is acceptable to prolong the turn over period.
- D. The customers must be invoiced at least once every thirty (30) days after the first month. The customer's invoice should include a summary of the amount paid by the insurance company, as well as what is due from the customer. The invoice should include an aging of the balance due.
- E. The vendor will be responsible for rebilling the insurance company for its portion of a bill if the claim is not paid in accordance with the City's terms. If correspondence to the insurance company is required, a copy of the correspondence will go to the customer.

NON-DELIVERABLE/RETURNED MAIL

- A. The vendor will be responsible for processing all returned mail that originates from their mailings.
- B. This mail must be opened and date-stamped on the date of receipt.
- C. Mail must be processed within five (5) working days.
- D. Vendor will attempt to identify the proper address of the patient for billing purposes.

ACCOUNTS RECEIVABLE

- A. The vendor will be responsible for the purchase and maintenance of software (and upgrades) to include extraction of data capabilities to be compatible with the City's software system (RMS).
- B. The successful vendor must collect from the patient, or the patient's insurance, all legally collectable amounts. All Medicare and Medicaid regulations governing collection of the accounts due must be adhered to.
- C. The vendor must establish a business relationship with the local Medical Center Emergency Departments or Medical Records Department for non-identified insurance carrier information.
- D. After 120 days from invoice date, all accounts with no payment activity that have little or no immediate prospect for payment will be turned over to the City for collection. The vendor must make every effort possible to make collection within the 120 days in the utmost professional means as the vendor is representing the City. The vendor's methods must be compliant with all applicable federal, state and local laws and regulations,

including without limitation, those regulating debt collection, privacy and confidentiality requirements.

- E. As part of the collection of accounts receivable, the vendor will be required to pay for all postage, computer equipment, billing software, computer supplies, envelopes, letterhead, insurance claim forms and all other supplies needed to collect the amount due.
- F. The vendor will submit a monthly "summary of activity report" covering the accounts receivable. This report will include, at a minimum, the totals of charges, receipts, adjustments, and the ending accounts receivable balance during the period covered by the report. These reports must be submitted to the Finance Department and the Fire Department.
- G. A report detailing patient accounts and the aging of accounts receivable is to be submitted monthly to the Finance Department and Fire Department. This report is to include, at a minimum, the patient name, date of service, and the total amount due, aged from current to one hundred twenty (120) days in increments of thirty (30) days.
- H. The City expects to have online access to view patient accounts and payment information.

THIRD PARTY BILLING

- A. The vendor will be required to bill the patient's secondary insurance (if applicable).
- B. The vendor will be responsible for collecting the information from the patient if the information provided by the City's Fire Department is incomplete.
- C. The vendor will be required to provide to Medicare the appropriate Medicare Numbers for electronic transmission of secondary claims (if applicable).

COLLECTIONS:

MEDICARE APPEALS

The vendor must make application on behalf of the patient for the first appeal related to a Medicare denial that reasonably will produce revenue, with additional documentation, i.e. Emergency Department physician notes etc. The vendor will be required to acquire and submit the necessary documentation on behalf of the patient as part of the application process.

MEDICAID PAYMENTS

The City recognizes that under Medicaid guidelines, the City cannot pursue the Medicaid recipient for any balances remaining after Medicaid has made payment. The City will not require prior approval for this type of write off; however, the vendor will include in detail, the Medicaid write-offs monthly with the monthly reports to the Finance Department and the Fire Department.

HARDSHIP CASES

The City understands that some EMS customers may experience financial hardship, and would suffer an undue burden, in being expected to pay an ambulance transport bill in its entirety and/or unpaid insurance balances. The vendor will be required to obtain from the individuals qualifying for a hardship case review, all pertinent information necessary for the City Finance Director to approve or deny a hardship write-off. The alternative will be to initiate a payment plan with customer.

SOFTWARE, ACCOUNTING AND FINANCIALS:

DEPOSITS

- A. Mailed payments will utilize a lock box system to speed payment receipt. The vendor will receive payment information from the lockbox processor so payments can be posted to patient accounts. Any additional account correspondence received in the lockbox will be forwarded to the vendor. The costs of the lockbox system will be accepted by the City. If the vendor has an alternative method of receipting payments, please detail your preferred process.
- B. Credit card payments can be processed various ways. Currently, credit card payments are taken by the city accounts receivable employee's and the funds are settled into our bank account daily. Detail your preferred process for collections via credit card.

RECEIPT POSTING

- A. The routine accounting functions, including posting charges, receipts and account balances must never exceed 24 hours from receipt of information.
- B. Any refunds due on accounts that result from overpayments must be securely communicated to the City on a weekly basis for processing.
- C. Failure to consistently comply with the above posting requirements will result in a delay of payment of fees to the vendor until patient accounts are brought current.

RIGHT TO AUDIT

- A. The vendor must make all records available to the City Auditors that relate to the EMS billing business.
- B. The vendor will be required, upon notice, to allow the City and its authorized agents access to audit, inspect and copy records and documentation as often as the City considers necessary during the contract period established; and during the period of seven (7) years thereafter. The City will retain ownership of all such records.
- C. Annually, the vendor must submit to the City an audit covering all billings prepared by the vendor from call reports received from the City and all revenue received and deposited. This information will be forward to the City Finance Director and Fire Chief. This audit will be prepared, at the expense of the vendor.

PROFESSIONAL BILLING – ACCOUNTING PROCEDURES

The vendor will be expected to adhere to generally accepted accounting principles to insure the establishment of an efficient billing, collection and recording system that is easily understood and audited.

REQUEST FOR PAYMENT

The successful vendor must invoice the City for services performed monthly. The invoice must be accompanied by a collections report for the period for which the successful vendor is seeking payment. Payment will be made only for services performed within the previous complete month. Invoices will be sent to the Indianola City Finance Director.

SOFTWARE REQUIREMENTS

All computer data/information concerning work performed under this proposal; including, but not limited to, patient information and balances due; will remain the property of the City always.

MAINTENANCE OF RECORDS

- A. The successful vendor must keep and maintain adequate records of work, information, expenses, costs, invoices and materials provided and performed pertaining to the City's EMS ambulance transport billing. These records must be maintained during the contract period and for a period of seven (7) years thereafter. If the agreement is terminated, the data must be returned to the City of Indianola in a format and delivery method agreed upon between both parties. Further, the vendor must agree to surrender all information concerning work performed under this proposal (written and electronic format) at the termination of this contract by either party. All records must have some type of back-up system in place to recover in case of a catastrophic system failure.
- B. The following features are required to be available through the billing software:
1. Electronic Remittance Notification (ERN). This program is to provide paid and denied assigned paper and electronic claim information from Medicare.
 2. Electronic Claim Status (ECS). This program is to provide a report which shows the status of all the outstanding paper and electronic assigned claims in the Medicare B processing system.
 3. Electronic Rejects. This is to provide a report of all claims from the previous day's transmission that were rejected on the front end of the Medicare B processing system.
 4. The software must have the capability of producing daily and monthly reports; and to electronically file claims to Medicare, Medicaid, BCBS and other agencies.
 5. The software should include an accounts receivable function capable of following up with balance due from customers and insurance companies.
 6. The system should produce monthly statements that show the amount due from the customer and insurance company.
 7. There should be collection notices (letters) available by specific customer that can be user-defined.
- C. The Fire Department currently uses Emergency Reporting software to record medic run data. It is anticipated there will be additional upgrades to the Emergency Reporting software during the life of this contract to include transitioning to an ePCR. The successful vendor will be required, at their expense, to have appropriate billing software compatible with the Fire Department's, RMS.

COMMUNICATIONS:

PROFESSIONAL INTERAGENCY COMMUNICATIONS

The vendor will, always, maintain an ongoing professional and courteous working relationship with the City's customers and City of Indianola, including all respective departments (Fire Department, Finance Department, City Manager, and City Clerk).

CUSTOMER CALLS

The vendor must provide a telephone number with voice mail, fax number and e-mail address by which customers may contact them. Under no circumstances will customers pay the cost of the calls. On week-ends and holidays, the voice mail and e-mail messages should receive some type of response within 48 hours (e-mail or phone response). The vendor must possess the ability to communicate effectively with a linguistically diverse population.

All written or verbal communications between the vendor and the EMS customer (patient or legal guardian) will be conducted in a professional and courteous manner.

The vendor will be expected to meet in Indianola, Iowa with City personnel or authorized agents at either party's request. The vendor will be responsible for any expenses incurred to attend these meetings. Special meetings may be held at the vendor's location at times agreeable to both parties.

REPORTS REQUEST

- A. All written requests for ambulance transport records/reports by customers, legal guardians of patients, attorneys, law enforcement agencies, insurance companies, court subpoenas, notarized statements, physicians, or medical facilities are to be forwarded immediately to the Fire Department.
- B. All verbal requests for ambulance transport records/reports are to be denied.
- C. Vendor will advise all callers of the appropriate procedure (as established by the City) to follow in obtaining EMS transport records/reports.

EDUCATION

- A. The vendor will be required to provide in-service training for the City EMS staff on report writing to meet Medicare requirements. The in-service training will be held on the premises of the City's Fire Department or other methods agreed upon and necessary between the two parties. This in-service training may be coordinated with the date of the administrative meeting described above.
- B. Vendor will be responsible for providing the City's Fire Department with any information update that is deemed pertinent to ambulance billing (i.e. Medicare and Medicaid billing charges).
- C. Vendor will be responsible for providing the City's Fire Department with working documentation and training on ambulance transport records that would facilitate reimbursement by third party payer.
- D. Vendor will be responsible for providing the City's EMS staff with training to keep current our policies and practices regarding billing and revenue.

CONTRACT:

SERVICE START-UP DATE

The City requires that the vendor have the billing service software in place and fully operational within 100 days of award. If you are unable to meet this deadline, please state the reasons.

SUBCONTRACTING

No portion of the services required under this RFP and the resulting contract may be subcontracted without the prior written approval by the City of Indianola.

TERM OF CONTRACT

This contract is anticipated to be awarded to the successful vendor around March 05, 2018. The contract will be for three (3) years with three-twelve (12) month renewals if mutually agreeable to both the City and the vendor.

PERFORMANCE STANDARD

The City has a revenue per transport by call date performance standard, based on collections nine (9) months after the month billed. The number of transports is determined by Fire Department EMS statistics. Revenue is verified by the amount of ambulance receipts deposited with the City Finance Director each month. Revenue per Transport is calculated by dividing the receipts for each month's invoices by the number of transports for that month. Failure to achieve the contract agreed rate for the ninth, tenth, and eleventh months past the current may be cause for termination of contract, at the discretion of the City.

HIPAA COMPLIANCE

The selected vendor must enter into a Business Associate Agreement (BAA) agreeing to comply with all applicable confidentiality provisions of HIPAA.

CONTRACT PRICE

The City desires an all-inclusive pricing structure for performing the services based on a percentage of collections. The rate will be listed as a percentage based on the net amount of money collected (total collections less refunds and credits). After the initial term of the contract has expired, the vendor and the City may renegotiate the percentage of payment.

INDIANOLA FIRE – EMS SERVICE:

DEMOGRAPHICS

The Indianola Fire Department is the primary provider of pre-hospital emergency care and transportation, including advanced cardiac life support (ACLS) level services for the city and rural areas contracted by Indianola Fire Department for fire and ems. The resident population is approximately 15,000 in the city and 10,000 in the rural areas. The population increases during the school year because of Simpson College and daytime workers, as Indianola is the county seat. Indianola Fire Department responds to 911 emergency calls only.

There are no hospitals within Warren County, all patients are transported to the Des Moines Hospitals.

ESTIMATED SERVICE STATISTICS

NOTE: The following numbers are approximate and are provided for vendor information only. No minimum amounts are guaranteed or implied.

	2015	2016	2017
Billable calls:	1321	1302	1229
Call volume:	1300	1380	1450
ALS Transports:	58%	56%	65%
BLS Transports	37%	40%	32%
Non-transport with treatment:	5%	4%	4%

The following is a schedule of the City's current ambulance service rates, June 2017:

Advanced Life Support Level 2 (ALS2)	\$1,011.00
Advanced Life Support (ALS)	\$698.00
Basic Life Support	\$588.00
Mileage	\$13.00
Treat & Release	\$200.00
ALS Tier	\$200.00

PROPOSAL REQUIREMENTS FOR RFP:

Proposals should contain:

- One (1) copy marked original and one (1) copy of the RFP proposal
- Information of the billing software being used by vendor proposed.
- Completed and signed attachments; BAA, insurance voucher.
- Selected vendor sign and enter agreement with City.
- A complete response to all the items listed below.

The vendor must be able to meet requirements of this RFP. If unable to meet the requirements but still plan to submit a bid, or if there are any questions on information to be submitted, contact the City of Indianola City Clerk Diana Bowlin as directed on the cover page of this RFP. The proposal should contain the following information to be considered. Any item not addressed in the proposal may result in a bid being disqualified. Submitted information should be based on emergency care and transportation responses only, since the City of Indianola does not provide scheduled nor "non-emergent" transport services.

- A. A history of your firm representing the knowledge and experience in emergency care and transportation based ambulance services. Vendor should have experience with, and complete and up-to-date knowledge of ambulance billing with Medicare, Medicaid, and all other commercial insurance providers.
 1. Current list of emergency ambulance billing contracts held since Jan. 1, 2012. Please provide company or governmental agency, contact person, email address, address and phone number, which can be contacted as references. References should have a comparable department structure. For each reference describe the services performed.
- B. The vendor will be up-to-date on current regulations, including but not limited to ACA and HIPAA. There shall be a complete and up-to-date understanding of Medicare regulations regarding electronic claims, paper claims, reviews and hearings and there shall be a complete and up-to-date understanding of ground ambulance transportation billing.
- C. Provide copies of your Medicare Sender Number and Medicaid Provider Number.

- D. Sample reports are to be submitted with your proposal as listed below for a government entity of similar size:
1. Monthly Reports
 - a. Electronic Transmission Logs – list of electronic transmission dates and total of charges submitted to the insurance company.
 - b. Management Review of Monthly Activity – summary of charges, receipts, adjustments.
 2. Quarterly Reports
 - a. Areas of Business – identifying payor mix.
 - b. Comparison of Revenue Generated – Current Year vs. Last Year.
 - c. Cash Receipts Comparison – Current Year vs. Last Year.
 - d. Accounts Receivable – detail by patient account (following HIPAA compliancy) and date of service aged by current to one hundred eighty (180) days in thirty (30-day) increments.
 3. Accounting Reports – including the following:
 - a. Accounts Receivable Reconciliation – the total accounts receivable transactions.
 - b. Formatted for the City Finance Director to easily identify the debit and credit changes.
 - c. General Ledger Report.
 - d. Accounts Receivable Summary.
- E. Provide a proposed time-table for all contract activities which must occur from the date of contract award throughout the first contract year.
- F. Credit card payments can be processed various ways. Currently, credit card payments are taken by our city accounting office and funds are receipted into our bank account daily.
Detail your preferred process for collections via credit card.
- G. Billing responsibilities will be transferred to the new vendor on the first day of the contract. Ninety (90) days following the commencement of the contract, there will be a full and complete transfer of billing/collection information to the successful vendor. It will be the vendor's responsibility to accomplish the transfer from the City's current software provider. This will be at the vendor's expense. A smooth continuation of billing and collection services must be provided so that the City can provide, efficient service to its citizens. **Indicate how you intend to accomplish this task and the approximate number of days to complete this process.**

EVALUATION AND AWARD

The proposals will be evaluated by City Fire Department and Finance Director or City Manager.

The City may conduct reference and background checks on all the vendors submitting proposals.

GENERAL TERMS

- A. The successful vendor will be required to comply with the insurance requirements by a copy of proof of insurance.
- B. Submittal of a proposal indicates acceptance by the vendor of all those terms and conditions contained in this proposal.
- C. The City reserves the right to:
 - 1. Reject all proposals received in response to this RFP.
 - 2. Waive or modify any irregularities in proposals.
 - 3. Request additional information or modifications to proposals prior to award if in the best interests of the City.
 - 4. In the event of unsuccessful contract negotiations or contract termination, the City reserves the right to enter into contract negotiations with other qualified providers that submitted acceptable proposals.

PROVISIONS AND REQUIREMENTS FOR (RFPs)

Proposal Must Be Signed by Vendor or Its Officer or Designated Agent

Vendor Questions or Requests for Information, submit to City Clerk Diana Bowlin

Vendors must Provide Evidence of Ability to Obtain Insurance

Insurance is required by this RFP; each vendor shall be required to provide evidence to the City that it can obtain the required insurance coverages. For this purpose, each vendor shall submit with its proposal the certification of insurance.

Rejection of Proposals

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a vendor in responding to the RFP.

Insurance and Indemnity Requirements

The successful vendor will, in its contract with the City, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City of Indianola, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City. Vendor shall defend, indemnify, and hold harmless the City, its officers, employees and agents, and any State or Federal funding source for City from liability arising from vendor's performance or attempted performance of this contract and vendor's activities with subcontractors and all other third parties.

Assignments

Vendors may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

INSURANCE & INDEMNIFICATION REQUIREMENTS

For purposes of this Attachment and all provisions included herein, the term "Vendor" means and includes the Vendor, its officers, agents, employees, subcontractors and others under the control of the Vendor. The term "CITY" means the City of Indianola, Iowa including its elected and appointed officials, agents, employees and volunteers.

GENERAL

The Vendor shall purchase and maintain insurance to protect the Vendor and CITY throughout the duration of the Agreement.

INSURANCE REQUIREMENTS

- A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The Vendor shall procure and maintain Worker's Compensation Insurance, including Employer's Liability Coverage, both written with State of Iowa statutory limits. *Waiver of Subrogation in favor of the CITY is required.*
- B. COMMERCIAL GENERAL LIABILITY INSURANCE: The Vendor shall procure and maintain Commercial General Liability insurance on an occurrence basis with limits of liability not less than \$1,000,000 per occurrence and aggregate combined single limit covering Personal Injury, Bodily Injury and Property Damage. Coverage shall include: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Vendors Coverage, (e) Personal and Advertising Injury and. *Waiver of Subrogation in favor of the CITY is required.*
- C. WAIVER OF SUBROGATION: Fully permitted by law, Vendor hereby releases the CITY, including its appointed officials, agents, employees and volunteers and others working on its behalf, from and against all liability or responsibility to the Vendor or anyone claiming through or under the Vendor by way of subrogation or otherwise for any loss without regard to the fault of the CITY or the type of loss involved including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The Vendor's policies of insurance shall contain either a policy provision or endorsement affirming the above stated release in favor of the CITY.
- F. PROOF OF INSURANCE: The Vendor shall provide to the CITY Certificates of Insurance evidencing all insurance coverage as required in paragraphs A through E above utilizing the latest version of the ACORD form. The Certificate(s) of Insurance shall specify the Title of the contract or agreement under "Description of Operations/ Locations/ Vehicle/Special Items". A Copy of the Cancellation and Nonrenewal Notification Endorsement shall be submitted with the Certificates of Insurance.
- G. AGENTS AND SUBCONTRACTORS: The Vendor shall require that any of its agents and subcontractors who perform work and/or services on behalf of the Vendor purchase and maintain the types of insurance customary for the services being provided.

Maximize Collections:

Anticipated revenue per transport by call date	\$
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Fee:

Percentage of monthly ambulance billing collections to be paid to the successful vendor:	%
Percentage of collection agency/Iowa Income Offset collections to be paid to the successful vendor	%

Maximize Collections Note:

The City has a Revenue per Transport by Call Date performance standard based on collections nine months after the month billed. The number of transports is determined by Fire Department EMS statistics. Revenue is verified by the amount of ambulance receipts deposited with the City Treasurer during each month. Revenue per Transport is calculated by dividing the receipts for each month's invoices by the number of transports for that month. Failure to achieve the contract agreed rate for the ninth, tenth, and eleventh months past the current may be cause for termination of contract

Fee Note:

All expenses incurred in the billing process are the responsibility of the successful vendor. The rates shall be a percentage based on the net amount of money collected (total collections less refunds and credits.)

Comments:

Completed by _____

Date _____

**CERTIFICATION OF VENDOR'S INSURANCE AGENT REGARDING VENDOR'S ABILITY
TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all the insurance requirements of Attachment 2, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful vendor of the RFP to which my client has responded:

Legal Name of Vendor:

Name/Address/Phone/FAX # of Insurance Agency:

Phone _____ FAX _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____

BUSINESS ASSOCIATE AGREEMENT (BAA)

This Business Associate Agreement (“this Agreement”) is entered into between CITY OF INDIANOLA (“Covered Entity”) and XXXX, a XXXXX, on behalf of itself and its subsidiaries and affiliates (“Business Associate”), effective as of February 20, 2018, or such earlier date as the Agreement is executed by both parties (the “Effective Date”).

WHEREAS, Covered Entity and Business Associate have entered into, or plan to enter into, an arrangement (the “Underlying Agreement”) pursuant to which Business Associate may provide services for Covered Entity that require Business Associate to access, collect, create and use Protected Health Information (“PHI”) that is confidential under state and/or federal law; and

WHEREAS, Covered Entity and Business Associate intend to protect the privacy and provide for the security of PHI disclosed by Covered Entity to Business Associate, or collected or created by Business Associate, in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), and the regulations promulgated there under, including, without limitation, the regulations codified at 45 CFR Parts 160 and 164 (“HIPAA Regulations”); the Health Information Technology for Economic and Clinical Health Act, as incorporated in the American Recovery and Reinvestment Act of 2009, and its implementing regulations and guidance issued by the Secretary of the Department of Health and Human Services (the “Secretary”) (the “HITECH Act”); and other applicable state and federal laws, all as amended from time to time, including as amended by the Final Rule issued by the Secretary on January 17, 2013 titled “Modifications to the HIPAA Privacy, Security, Enforcement, and Breach Notification Rules under the Health Information Technology for Economic and Clinical Health Act and the Genetic Information Nondiscrimination Act; Other Modifications to the HIPAA Rules”; and

WHEREAS, the HIPAA Regulations require Covered Entity to enter into an agreement with Business Associate meeting certain requirements with respect to the Use and Disclosure of PHI, which are met by this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. Definitions.

Capitalized terms used herein without definition shall have the meanings ascribed to them in the HIPAA Regulations or the HITECH Act, as applicable unless otherwise defined herein.

2. Obligations of Business Associate.

- a. Permitted Uses and Disclosures. Business Associate shall only Use or Disclose PHI for the purposes of (i) performing Business Associate’s obligations under the Underlying Agreement and as permitted by this Agreement; or (ii) as permitted or Required by Law; or (iii) as otherwise permitted by this Agreement. Business Associate shall not Use or further Disclose PHI other than as permitted or required by this Agreement or as Required by Law. Further, Business Associate shall not Use or Disclose PHI in any manner that would constitute a violation of the HIPAA Regulations or the HITECH Act if so used by Covered Entity, except that Business Associate May Use PHI (i) for the proper management and administration of Business Associate; and (ii) to carry out the legal responsibilities of Business Associate. Business Associate may Disclose PHI for the proper management and

administration of Business Associate, to carry out its legal responsibilities or for payment purposes as specified in 45 CFR § 164.506(c)(1) and (3), including but not limited to Disclosure to a business associate on behalf of a covered entity or health care provider for payment purposes of such covered entity or health care provider, with the expectation that such parties will provide reciprocal assistance to Covered Entity, provided that with respect to any such Disclosure either: (I) the Disclosure is Required By Law; or (ii) for permitted Disclosures when Required By Law, Business Associate shall obtain a written agreement from the person to whom the PHI is to be Disclosed that such person will hold the PHI in confidence and will not use and further disclose such PHI except as Required By Law and for the purpose(s) for which it was Disclosed by Business Associate to such person, and that such person will notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

- b. Appropriate Safeguards. Business Associate shall implement administrative, physical and technical safeguards that (I) reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity; and (ii) prevent the Use or Disclosure of PHI other than as contemplated by the Underlying Agreement and this Agreement. Business Associate shall maintain a comprehensive written information privacy and security program that includes administrative, physical, and technical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities. Use and disclosure of de-identified PHI is not permitted by this Agreement without the prior written consent of Covered Entity.
- c. Compliance with Security Provisions. Business Associate shall: (I) implement and maintain administrative safeguards as required by 45 CFR § 164.308, physical safeguards as required by 45 CFR § 164.310 and technical safeguards as required by 45 CFR § 164.312; (ii) implement and document reasonable and appropriate policies and procedures as required by 45 CFR § 164.316; and (iii) be in compliance with all requirements of the HITECH Act related to security and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA.
- d. Compliance with Privacy Provisions. Business Associate shall only Use and Disclose PHI in compliance with each applicable requirement of 45 CFR § 164.504(e). Business Associate shall comply with all requirements of the HITECH Act related to privacy and applicable as if Business Associate were a "covered entity," as such term is defined in HIPAA. To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
- e. Duty to Mitigate. Business Associate agrees to mitigate, to the extent practicable and mandated by law, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

- f. Encryption. To facilitate Business Associate's compliance with this Agreement and to assure adequate data security, Covered Entity agrees that all PHI provided or transmitted to Business Associate shall be provided or transmitted in a manner which renders such PHI unusable, unreadable or indecipherable to unauthorized persons, using a technology or methodology specified by the Secretary in the guidance issued under section 13402(h)(2) of the HITECH Act. Covered Entity acknowledges that failure to do so could contribute to or permit a Breach requiring patient notification under the HITECH Act and further agrees that Business Associate shall have no liability for any Breach caused by such failure.

3. Reporting.

- a. Security Incidents and/or Unauthorized Use or Disclosure. Business Associate shall report by telephone to Covered Entity a successful Security Incident or any Use and/or Disclosure of PHI other than as provided for by this Agreement or permitted by applicable law within a reasonable time of becoming aware of such Security Incident and/or unauthorized Use or Disclosure (Business Associate will use its best efforts to report to Covered Entity within 12 hours, but in no event later than 5 days thereafter), in accordance with the notice provisions set forth herein. Business Associate shall take (I) prompt action to cure any such deficiencies as reasonably requested by Covered Entity, and (ii) any action pertaining to such Security Incident and/or unauthorized Use or Disclosure required by applicable federal and state laws and regulations. If such successful Security Incident or unauthorized Use or Disclosure results in a Breach as defined in the HITECH Act, then Covered Entity shall comply with the requirements of Section 3.b below.
- b. Breach of Unsecured PHI. The provisions of this Section 3.b are effective with respect to the Discovery of a Breach of Unsecured PHI occurring on or after September 23, 2009. With respect to any unauthorized acquisition, access, use or Disclosure of Covered Entity's PHI by Business Associate, its agents or subcontractors, Business Associate shall (I) investigate such unauthorized acquisition, access, Use or Disclosure; (ii) determine whether such unauthorized acquisition, access, Use or Disclosure constitutes a reportable Breach under the HITECH Act; and (iii) document and retain its findings under clauses (I) and (ii). If Business Associate Discovers that a reportable Breach has occurred, Business Associate shall notify Covered Entity of such reportable Breach in writing within thirty (30) days of the date Business Associate Discovers such Breach. Business Associate shall be deemed to have discovered a Breach as of the first day that the Breach is either known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach, or by exercising reasonable diligence should have been known to Business Associate or any of its employees, officers or agents, other than the person who committed the Breach. To the extent the information is available to Business Associate, Business Associate's written notice shall include the information required by 45 CFR § 164.410(c). Business Associate shall promptly supplement the written report with additional information regarding the Breach as it obtains such information. Business Associate shall cooperate with Covered Entity in meeting Covered Entity's obligations under the HITECH Act with respect to such Breach.

4. Business Associate's Agents. To the extent that Business Associate uses one or more subcontractors or agents to provide services and such subcontractors or agents receive or have access to PHI, Business Associate shall sign an agreement with such subcontractors or agents containing substantially the same provisions as this Agreement (the "Subcontractors Agreement") and further identifying Covered Entity as a third party beneficiary with rights of enforcement and indemnification from such subcontractors or agents in the event of any violation of the Subcontractors Agreement. Business Associate shall implement and maintain sanctions against agents and subcontractors that violate such restrictions.
5. Rights of Individuals.
 - a. Access to PHI. Within ten (10) days of receipt of a request by Covered Entity, Business Associate shall make PHI maintained in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual to enable Covered Entity to fulfill its obligations under 45 CFR § 164.524. Subject to Section 5.b below, (i) in the event that any Individual requests access to PHI directly from Business Associate in connection with a routine billing inquiry, Business Associate shall directly respond to such request in compliance with 45 CFR § 164.524; and (ii) in the event such request appears to be for a purpose other than a routine billing inquiry, Business Associate shall forward a copy of such request to Covered Entity and shall fully cooperate with Covered Entity in responding to such request. In either case, a denial of access to requested PHI shall not be made without the prior written consent of Covered Entity.
 - b. Access to Electronic Health Records. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity with respect to PHI, then, to the extent an Individual has the right to request a copy of the PHI maintained in such Electronic Health Record pursuant to 45 CFR § 164.524 and makes such a request to Business Associate, Business Associate shall provide such Individual with a copy of the information contained in such Electronic Health Record in an electronic format and, if the Individual so chooses, transmit such copy directly to an entity or person designated by the Individual. Business Associate may charge a fee to the Individual for providing a copy of such information, but such fee may not exceed Business Associate's labor costs in responding to the request for the copy. The provisions of 45 CFR § 164.524, including the exceptions to the requirement to provide a copy of PHI, shall otherwise apply and Business Associate shall comply therewith as if Business Associate were the "covered entity," as such term is defined in HIPAA. At Covered Entity's request, Business Associate shall provide Covered Entity with a copy of an Individual's PHI maintained in an Electronic Health Record in an electronic format and in a time and manner designated by Covered Entity for Covered Entity to comply with 45 CFR § 164.524, as amended by the HITECH Act.
 - c. Amendment of PHI. Business Associate agrees to make any amendment(s) to PHI in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR § 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity, but in case in more than 10 days from the date of receipt of such request. If any individual requests an amendment of PHI directly from Business Associate, Business Associate must notify Covered Entity in writing within 5 days of the request. A denial of amendment of

PHI maintained by Business Associate or its agents or subcontractors shall not be made without the prior written consent of Covered Entity.

- d. Accounting Rights. This Section 5.d is subject to Section 5.e below. Within 10 days of notice by Covered Entity of a request, Business Associate shall make available to Covered Entity, in response to a request from an Individual, information required for an accounting of disclosures of PHI with respect to the Individual, in accordance with 45 CFR § 164.528, incorporating exceptions to such accounting designated under such regulation. Such accounting is limited to disclosures that were made in the six (6) years prior to the request and shall not include any disclosures that were made prior to the compliance date of the HIPAA Regulations. Business Associate shall provide such information as is necessary to provide an accounting within ten (10) days of Covered Entity's request. Such accounting must be provided without cost to the Individual or to Covered Entity if it is the first accounting requested by an Individual within any twelve (12) month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs Covered Entity and Covered Entity informs the Individual in advance of the fee, and the Individual is afforded an opportunity to withdraw or modify the request. Such accounting obligations shall survive termination of this Agreement and shall continue if Business Associate maintains PHI.
- e. Accounting of Disclosures of Electronic Health Records. The provisions of this Section 5.e shall be effective on the date specified in the HITECH Act. If Business Associate is deemed to use or maintain an Electronic Health Record on behalf of Covered Entity, then, in addition to complying with the requirements set forth in Section 5.d above, Business Associate shall maintain an accounting of any Disclosures made through such Electronic Health Record for Treatment, Payment and Health Care Operations, as applicable. Such accounting shall comply with the requirements of the HITECH Act. Upon request by Covered Entity, Business Associate shall provide such accounting to Covered Entity in the time and manner specified by Covered Entity and in compliance with the HITECH Act. Alternatively, if Covered Entity responds to an Individual's request for an accounting of Disclosures made through an Electronic Health Record by providing the requesting Individual with a list of all business associates acting on behalf of Covered Entity, then Business Associate shall provide such accounting directly to the requesting Individual in the time and manner specified by the HITECH Act.
- f. Agreement to Restrict Disclosure. If Covered Entity is required to comply with a restriction on the Disclosure of PHI pursuant to Section 13405 of the HITECH Act, then Covered Entity shall, to the extent necessary to comply with such restriction, provide written notice to Business Associate of the name of the Individual requesting the restriction and the PHI affected thereby. Business Associate shall, upon receipt of such notification, not Disclose the identified PHI to any health plan for the purposes of carrying out Payment or Health Care Operations, except as otherwise required by law. Covered Entity shall also notify Business Associate of any other restriction to the Use or Disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR § 164.522.

6. Remuneration and Marketing.
- a. Remuneration for PHI. This Section 6.a shall be effective with respect to exchanges of PHI occurring six (6) months after the date of the promulgation of final regulations implementing the provisions of Section 13405(d) of the HITECH Act. On and after such date, Business Associate agrees that it shall not, directly or indirectly, receive remuneration in exchange for any PHI of Covered Entity except as otherwise permitted by the HITECH Act.
 - b. Limitations on Use of PHI for Marketing Purposes. Business Associate shall not Use or Disclose PHI for the purpose of making a communication about a product or service that encourages recipients of the communication to purchase or use the product or service, unless such communication: (1) complies with the requirements of subparagraph (i), (ii) or (iii) of paragraph (1) of the definition of marketing contained in 45 CFR § 164.501, and (2) complies with the requirements of subparagraphs (A), (B) or (C) of Section 13406(a)(2) of the HITECH Act, and implementing regulations or guidance that may be issued or amended from time to time. Covered Entity agrees to assist Business Associate in determining if the foregoing requirements are met with respect to any such marketing communication.
7. Governmental Access to Records. Business Associate shall make its internal practices, books and records relating to the Use and Disclosure of PHI available to the Secretary for purposes of determining Covered Entity's compliance with the HIPAA Regulations and the HITECH Act. Notwithstanding the foregoing, no attorney-client, accountant-client or other legal privilege shall be deemed waived by Covered Entity or Business Associate by this section. Except to the extent prohibited by law, Business Associate agrees to notify Covered Entity of all requests served upon Business Associate for information or documentation by or on behalf of the Secretary. Business Associate shall provide to Covered Entity a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary.
8. Minimum Necessary. To the extent required by the HITECH Act, Business Associate shall limit its Use, Disclosure or request of PHI to the Limited Data Set or, if needed, to the minimum necessary to accomplish the intended Use, Disclosure or request, respectively. Effective on the date the Secretary issues guidance on what constitutes "minimum necessary" for purposes of the HIPAA Regulations, Business Associate shall limit its Use, Disclosure or request of PHI to only the minimum necessary as set forth in such guidance.
9. State Privacy Laws. Business Associate shall comply with state laws to extent that such state privacy laws are not preempted by HIPAA or the HITECH Act.
10. Data Ownership. Business Associate acknowledges that Business Associate has no ownership rights with respect to PHI.
11. Business Associate's Insurance. Associate shall obtain and maintain, during the term of the Underlying Agreement and this Agreement, reasonable liability insurance covering claims based on any violation by Business Associate of the terms of this Agreement, if such insurance is reasonably available. A copy of such policy or a certificate evidencing such policy shall be provided to Covered Entity upon request.

12. Audits: Inspection and Enforcement. Within 10 days of written request by Covered Entity, Business Associate and its agents or subcontractors shall allow the Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement: provided, however, that (i) Business Associate and Covered Entity shall mutually agree in advance upon the scope, timing and location of such inspection; (ii) Covered Entity shall protect the confidentiality of all confidential and proprietary information of Business Associate to which Covered Entity has access during the course of such inspection; and (iii) Covered Entity shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by Business Associate. The fact that Covered Entity inspects, or fails to inspect, or has the right to inspect, Associate's facilities, systems, books, records, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this Agreement, nor does Covered Entity's (i) failure to detect or (ii) detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices, constitute acceptance of such practices or a waiver of Covered Entity's enforcement rights under this Agreement.
13. Termination.
- a. Breach by Business Associate. A breach or violation by Business Associate of any provision of this Agreement, as determined by Covered Entity, shall constitute a breach of this Agreement and shall be grounds for immediate termination of this Agreement and the Underlying Agreement by Covered Entity under this Agreement. If Covered Entity knows of a breach or violation of Business Associate's obligations under this Agreement, then Covered Entity shall promptly notify Business Associate. With respect to such breach or violation, Business Associate shall take reasonable steps to cure such breach or end such violation, as applicable, within the time frame specified by Covered Entity. If such steps are either not possible or are unsuccessful (in the sole judgment of Covered Entity), Covered Entity may either (i), upon written notice to Business Associate terminate this Agreement and the Underlying Agreement if feasible or (ii) if termination of this Agreement and the Underlying Agreement is not feasible, Covered Entity shall report Business Associate's breach or violation to the Secretary. Covered Entity may terminate this Agreement and the Underlying Agreement, effective immediately, if (i) Business Associate is named as a defendant in a criminal proceeding for an offense related to healthcare or (ii) a finding or stipulation that Business Associate has violated any standard or requirement of any law or regulation relating to healthcare is made in any administrative or civil proceeding in which Business Associate has been joined.
- b. Breach by Covered Entity. If Business Associate knows of a pattern of activity or practice of Covered Entity that constitutes a material breach or violation of Covered Entity's obligations under this Agreement, then Business Associate shall promptly notify Covered Entity. With respect to such breach or violation, Covered Entity shall take reasonable steps to cure such breach or end such violation, if possible. If such steps are either not possible or are unsuccessful, upon written notice to Covered Entity, Business Associate may terminate its relationship with Covered Entity.

- c. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate shall either return or destroy all PHI, as requested by Covered Entity, that Business Associate or its agents or subcontractors still maintain in any form, and shall retain no copies of such PHI. If Covered Entity requests that Business Associate return PHI, such PHI shall be returned in a mutually agreed upon format and timeframe, at no additional charge to Covered Entity. If Business Associate reasonably determines that return or destruction is not feasible, Business Associate shall continue to extend the protections of this Agreement to such PHI, and limit further uses and disclosures of such PHI to those purposes that make the return or destruction of such PHI not feasible. If Business Associate is asked to destroy the PHI, Business Associate shall destroy PHI in a manner that renders the PHI unusable, unreadable or indecipherable to unauthorized persons as specified in the HITECH Act.
14. Indemnity. Business Associate shall indemnify and hold harmless the Covered Entity as provided for in Section 11: Insurance and Indemnification of the Underlying Agreement.
15. Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with this Agreement, HIPAA or the HITECH Act or applicable regulations will be adequate or satisfactory for Business Associate's own purposes. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.
16. Amendment. The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement any new or modified standards or requirements of HIPAA, the HIPAA Regulations, the HITECH Act and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Covered Entity must receive satisfactory written assurance from Business associate that Business associate will adequately safeguard all PHI. Upon the request of Covered Entity, Business Associate agrees to promptly enter into negotiation concerning the terms of an amendment to this Agreement incorporating any such changes. Covered Entity may terminate this Agreement and the Underlying Agreement upon 30 days written notice in the event (i) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section 16 or (ii) Business Associate does not enter into an amendment to this Agreement providing assurances regarding the safeguarding of HI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standard and requirements of HIPAA and HITECH and their regulations.
17. Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any subcontractors, employees or agents assisting business Associate in the performance of its obligations under this Agreement, available to Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against Covered entity, its officials, officers, or employees based upon a claimed violation of HIPAA or HITECH or their regulations or other laws relating to security and privacy, except where Business Associate or its subcontractor, employee or agent is a named adverse party.

18. No Third-Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Covered Entity, Business Associate and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.
19. Effect on Underlying Arrangement. In the event of any conflict between this Agreement and any underlying arrangement between Covered Entity and Business Associate, the terms of this Agreement shall control.
20. Survival. The provisions of this Agreement shall survive the termination or expiration of any underlying arrangement between Covered Entity and Business Associate.
21. Interpretation. This Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA Regulations and the HITECH Act. The parties agree that any ambiguity in this Agreement shall be resolved in favor of a meaning that complies and is consistent with such laws.
22. Governing Law. This Agreement shall be construed in accordance with the laws of the State of Iowa.
23. Notices. All notices required or permitted under this Agreement shall be in writing and sent to the other party as directed below or as otherwise directed by either party, from time to time, by written notice to the other. All such notices shall be deemed validly given upon receipt of such notice by certified mail, postage prepaid, facsimile transmission, e-mail or personal or courier delivery:

Covered Entity: City of Indianola
Fire Chief Gregory M. Chia
110 N. 1st Street
Indianola, IA 50125

Business Associate: Name
Address
Attn:
Telephone no:
Facsimile no:

IN WITNESS WHEREOF, the parties hereto have duly executed this as of the Effective Date.

COVERED ENTITY
CITY OF INDIANOLA, IOWA

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

Indianola Fire Dept

Ambulance Billing

Snapshot Report

2017

Name / Run ID	Prm Pyr / Dos	Txn	Amount	Balance	Medicare	Medicaid	Commercial	Ptnt Pmts	Other	Write-offs
Totals		Charges:	\$736,426.20	Credits:	\$136,208.94	\$779.02	\$0.00	\$27,903.37	\$163,470.83	\$238,418.97
		Pct of Pmts:			41.5%	0.2%	0.0%	8.5%		49.8%

Total Payments: \$328,362.16 (44.6% of Charges)
 Total Write-Offs: \$238,418.97 (32.4% of Charges)
 (As of [01/27/2018]) Total Balance Outstanding: \$169,537.99 (23.0% of Charges)

Number of Ambulance Runs Listed

1229

Account Types Based on Primary Payer

	Nbr of Accts	As of [01/27/2018] Payment from Primary?		Zero Bal	Non-zero Bal		Bal Rem (\$)
		Yes	No				
Medicare (38.0%)	467	326	141	373	79.9%	94	\$48,680.95
Medicaid (1.5%)	18	4	14	11	61.1%	7	\$4,995.50
Commercial (36.9%)	454	0	454	309	68.1%	145	\$87,026.72
Patient Pay (23.6%)	290	3	287	244	84.1%	46	\$28,941.90
Other (0.0%)	0	0	0	0	0.0%	0	\$0.00

Average Days to Zero Balance

43 (41721 total days to zero balance over 955 zero balance runs.)

Indianola Fire Dept

2016

Ambulance Billing

Snapshot Report

Name / Run ID	Pym Pyr / Dos	Txn	Amount	Balance	Medicare	Medicaid	Commercial	Ptnt Pmts	Other	Write-offs
Totals										
		Charges:	\$1,133,406.60	Credits:	\$228,282.02	\$16,573.07	\$0.00	\$69,679.65	\$326,876.12	\$484,600.48
		Pct of Pmts:			35.6%	2.6%	0.0%	10.9%		51.0%

Total Payments: \$641,410.86 (56.6% of Charges)
 Total Write-Offs: \$484,600.48 (42.8% of Charges)
 (As of [01/27/2018]) Total Balance Outstanding: \$7,395.26 (0.7% of Charges)

Number of Ambulance Runs Listed 1302

Account Types Based on Primary Payer

	Nbr of Accts	As of [01/27/2018] Payment from Primary?		Zero Bal	Non-zero Bal		Bal Rem (\$)
		Yes	No				
Medicare (46.1%)	600	561	39	600	100.0	0	\$0.00
Medicaid (3.8%)	50	45	5	50	100.0	0	\$0.00
Commercial (47.1%)	613	0	613	572	93.3%	41	\$7,395.26
Patient Pay (3.0%)	39	2	37	39	100.0	0	\$0.00
Other (0.0%)	0	0	0	0	0.0%	0	\$0.00

Average Days to Zero Balance 88 (119274 total days to zero balance over 1353 zero balance runs.)

Indianola Fire Dept

2015

Ambulance Billing

Snapshot Report

Name / Run ID	Prm Pyr / DoS	Txn	Amount	Balance	Medicare	Medicaid	Commercial	Ptnt Pmts	Other	Write-offs
Totals		Charges: \$1,148,284.86		Credits: \$239,658.21	\$48,968.75	\$0.00	\$68,085.51	\$300,867.99	\$489,230.83	
		Pct of Pmts: 36.4%			7.4%	0.0%	10.4%		45.8%	

Total Payments: \$657,580.46 (57.3% of Charges)
 Total Write-Offs: \$489,230.83 (42.6% of Charges)
 (As of [01/26/2018]) Total Balance Outstanding: \$1,473.57 (0.1% of Charges)

Number of Ambulance Runs Listed

1321

Account Types Based on Primary Payer

	Nbr of Accts	Yes	No	Zero Bal	Non-zero Bal	Bal Rem (\$)
Medicare (45.5%)	601	574	27	600	99.8%	\$694.00
Medicaid (13.6%)	179	156	23	179	100.0	\$0.00
Commercial (37.4%)	494	0	494	490	99.2%	\$779.57
Patient Pay (3.6%)	47	6	41	47	100.0	\$0.00
Other (0.0%)	0	0	0	0	0.0%	\$0.00

Average Days to Zero Balance

100 (138518 total days to zero balance over 1375 zero balance runs.)

Meeting Date: 02/20/2018

Information

Subject

Presentation of an application for assistance to the firefighters grant for Self Contained Breathing Apparatus

Information

Fire chief Greg Chia will present the application for assistance to the Firefighter Grant for Self Contained Breathing Apparatus (see packet).

Fiscal Impact

Attachments

Firefighters Grant

Memo

TO: Mayor Kelly Shaw and City Council Members
CC: City Manager Ryan Waller
FROM: Fire Chief Gregory M. Chia
DATE 02-09-2018
RE: Application for Assistance to Firefighters Grant

The department is seeking permission to submit a grant to FEMA for equipment. The Grants is the Assistance to Firefighters Grant (AFG) 2017. The equipment to be purchased is the remaining 18 SCBA's plus 18 additional air cylinders. This a compliancy item that is part of all firefighter's personal protective equipment utilized in hazardous environments.

The requirements of the grant, if awarded is a 10% match by the city, which would be \$14,007.00 if the city is awarded the grant.

Entire Application

DEPARTMENT OF HOMELAND SECURITY Federal Emergency Management Agency AFG Application (General Questions and Narrative)

OMB No.: 1660-0054

Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 9 hours per response for FEMA Form 080-0-2 "AFG Application (General Questions and Narrative)". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

Applicant's Acknowledgements

- * I certify the DUNS number in this application is our only DUNS number and we have confirmed it is active in SAM.gov as the correct number.
- * As required per 2 CFR § 25, I certify that prior to submission of this application I have checked the DUNS number listed in this application against the SAM.gov website and it is valid and active at time of submission.
- * I certify that the applicant organization has consulted the appropriate Notice of Funding Opportunity and that all requested activities are programmatically allowable, technically feasible and can be completed within the award's one (1) year Period of Performance (POP).
- * I certify that the applicant organization is aware that this application period is open from 12/26/2017 to 02/02/2018 and will close at 5 PM EST; further that the applicant organization is aware that once an application is submitted, even if the application period is still open, a submitted application cannot be changed or released back to the applicant for modification.
- * I certify that the applicant organization is aware that it is solely the applicant organization's responsibility to ensure that all activities funded by this award(s) comply with Federal Environmental planning and Historic Preservation (EHP) regulations, laws, and Executive Orders as applicable. The EHP Screening Form designed to initiate and facilitate the EHP Review is available at: http://www.fema.gov/media-library-data/1431970163011-80ce3cd907072a91295b1627c56d8fd2/gpd_ehp_screening_form_51815.pdf
- * I certify that the applicant organization is aware that the applicant organization is ultimately responsible for the accuracy of all application information submitted. Regardless of the applicant's intent, the submission of information that is false or misleading may result in actions by FEMA that include, but are not limited to: the submitted application not being considered for award, an existing award being locked pending investigation, or referral to the Office of the Inspector General.

Signed by **Aaron Hurt** on **2018-02-01 22:45:11.0**

Overview

* Did you attend one of the workshops conducted by an AFG regional fire program specialist?

No, I have not attended workshop

* Did you participate in a webinar that was conducted by AFG?

* Are you a member, or are you currently involved in the management, of the fire department or nonaffiliated EMS organization or a State Fire Training Academy applying for this grant with this application?

If you answered "No", please **complete** the information below. If you answered "Yes", please skip the Preparer Information section.

Fields marked with an * are required.

Preparer Information

Preparer's Name

Address 1

Address 2

City

State

Zip

-
[Need help for ZIP+4?](#)

In the space below please list the person your organization has selected to be the primary point of contact for this grant. This should be a department officer or member of the organization who will see this grant through completion, including closeout. Reminder: if this person changes at any time during the period of performance please update this information. Please list only phone numbers where we can get in direct contact with the POC.

Primary Point of Contact

* Title	Engineer/Paramedic
Prefix (select one)	N/A
* First Name	Aaron
Middle Initial	
* Last Name	Hurt
* Primary Phone	515-979-5574 Ext. Type cell
* Secondary Phone	515-961-9405 Ext. 5258 Type work
Optional Phone	Type
Fax	515-962-5003
* Email	ahurt@indianolaiowa.gov

FEMA Form 080-0-2

Contact Information

Alternate Contact Information Number 1

* Title	Fire Chief
Prefix (select one)	N/A
* First Name	Greg
Middle Initial	
* Last Name	Chia
* Primary Phone	515-249-3323 Ext. Type cell

2/4/2018

Application Number: EMW-2017-FO-04538

* Secondary Phone	515-961-9405	Ext. 5257	Type work
Optional Phone			Type
Fax	515-962-5003		
* Email	gchia@indianolaiowa.gov		

Alternate Contact Information Number 2

* Title	Engineer/Paramedic		
Prefix (select one)	N/A		
* First Name	Ted		
Middle Initial			
* Last Name	Durfey		
* Primary Phone	515-240-3892	Ext.	Type cell
* Secondary Phone	515-961-9405	Ext. 5258	Type work
Optional Phone			Type
Fax			
* Email	tdurfey@indianolaiowa.gov		

FEMA Form 080-0-2

Applicant Information

EMW-2017-FO-04538

Originally submitted on 02/01/2018 by Aaron Hurt (Userid: ifdahurt)

Contact Information:

Address: 110 North 1st

City: Indianola

State: Iowa

Zip: 50125

Day Phone: 5159619405

Evening Phone:

Cell Phone:

Email: ahurt@indianolaiowa.gov

Application number is EMW-2017-FO-04538

* Organization Name

City of Indianola Fire Department

* Type of Applicant

Fire Department/Fire District

* **Fire Department/District, Non-Affiliated EMS, and Regional applicants**, select type of Jurisdiction Served :
If "Other", please enter the type of Jurisdiction

City

SAM.gov (System For Award Management)

* What is the legal name of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

INDIANOLA FIRE DEPARTMENT

* What is the legal business address of your Entity as it appears in SAM.gov?

Note: This information must match your SAM.gov profile if your organization is using the DUNS number of your Jurisdiction.

* Mailing Address 1

110 N 1st St

Mailing Address 2

Box 299

* City

Indianola

* State

Iowa

* Zip

50125 - 2547

[Need help for ZIP+4?](#)* Employer Identification Number (e.g. 12-3456789)

Note: This information must match your SAM.gov profile.

42-6004797

* Is your organization using the DUNS number of your Jurisdiction?

Yes

I certify that my organization is authorized to use the DUNS number of my Jurisdiction provided in this application (Required if you selected Yes above)

* What is your 9 digit DUNS number?

619240810

(call 1-866-705-5711 to get a DUNS number)

If you were issued a 4 digit number (DUNS plus 4) by your Jurisdiction in addition to your 9 digit number please enter it here.

Note: This is only required if you are using your Jurisdiction's DUNS number and have a separate bank account from your Jurisdiction. Leave the field blank if you

are using your Jurisdiction's bank account or have your own [DUNS number](#) and bank account separate from your Jurisdiction.

* Is your [DUNS Number](#) registered in [SAM.gov](#) (System for Award Management previously CCR.gov)?

* I certify that my organization/entity is registered and active at [SAM.gov](#) and registration will be renewed annually in compliance with Federal regulations. I acknowledge that the information submitted in this application is accurate, current and consistent with my organization's/entity's [SAM.gov](#) record.



Headquarters or Main Station Physical Address

* Physical Address 1

110 North 1st

Physical Address 2

Box 299

* City

Indianola

* State

Iowa

* Zip

50125 - 2547

[Need help for ZIP+4?](#)

* Mailing Address 1

110 North 1st

Mailing Address 2

Box 299

* City

Indianola

* State

Iowa

* Zip

50125 - 2547

[Need help for ZIP+4?](#)

Bank Account Information

* The bank account being used is: (Please select one from the right)

Note: The following banking information must match your [SAM.gov](#) profile.

* Type of bank account

* Bank routing number - [9 digit](#) number on the bottom left hand corner of your check

073914369

* Your account number

219578

Additional Information

* For this fiscal year (Federal) is your organization receiving Federal funding from any other grant program that may duplicate the purpose and/or scope of this grant request?

* Is the applicant [delinquent on any Federal debt?](#)

If you answered yes to any of the additional questions above, please provide an explanation in the space provided below:

FEMA Form 080-0-2

Fire Department/Fire District Department Characteristics (Part I)

* Is this application being submitted on behalf of a Federal

Fire Department or organization contracted by the Federal government which is solely responsible for the suppression of fires on Federal property?

No

* What kind of organization do you represent?

Combination

If you answered "Combination", above, how many career members in your organization? (whole numbers only)

8

If you answered "Volunteer" or "Combination" or "Paid on-call", how many of your volunteer Firefighters are paid members from another career department? (whole numbers only)

9

* What type of community does your organization serve?

Rural

* Is your Organization considered a Metro Department? (Over 350 paid career Firefighters)

No

* What is the square mileage of your first-due response area? (whole number only)

125

* What percentage of your response area is protected by hydrants? (whole number only)

9 %

* In what county/parish is your organization physically located? If you have more than one station, in what county/parish is your main station located?

Warren

* Does your organization protect critical infrastructure?

Yes

If "Yes", please describe the critical infrastructure protected below:

The critical infrastructure in our first due response area includes:

The four-story Warren County court house that houses the County's courtrooms, jail, Sherriff's administrative offices and 911 PSAP with County Dispatch.

The County Annex building that houses the Office of Emergency Management, and The Warren County Economic Development office.

The county administrative building housing the County: Assessor, Auditor, Health Department and License Bureau for the Iowa Department of Transportation

US Highway 65/69 runs north and south through the city intersecting with State Highway 92 that runs east and west through town. The 65/69 corridor carries several miles of critical fiber optic cable necessary for communications and operations. State Highway 92 provides access from Iowa Highway 5 to U.S. Interstate 35.

Indianola Municipal Utilities: Electrical Generating plant, Waste water treatment plant, and Clean water treatment plant. Federal USDA office.

* What percentage of your primary response area is for agriculture, wildland, open space, or undeveloped properties?

65 %

* What percentage of your primary response area is for commercial and industrial purposes?

10 %

* What percentage of your primary response area is used for residential purposes?

25 %

* What is the permanent resident population of your Primary/First-Due Response Area or jurisdiction served? (whole numbers only)

21000

* Do you have a seasonal increase in population?

Yes

If "Yes" what is your seasonal increase in population?

1700

* How many active firefighters does your department have who perform firefighting duties? (whole numbers only)

39

* How many members in your department/organization are trained to the level of EMR or EMT, Advanced EMT or Paramedic? (whole numbers only) 39

Does your department have a [Community Paramedic](#) program?

No

How many personnel are trained to the [Community Paramedic](#) level? (whole numbers only) 0

* How many stations are operated by your organization? (whole numbers only) 1

* Is your department compliant to your local Emergency Management standard for the National Incident Management System (NIMS)?

Yes

* Do you currently report to the National Fire Incident Reporting System (NFIRS)?

Note: You will be required to report to NFIRS for the entire period of the grant. AFG does not require NFIRS reporting for nonaffiliated EMS Organizations and State Fire Training Academy.

Yes

If you answered "Yes" above, please enter your [FDIN/FDID](#)

91005

* How many of your active firefighters are trained to the level of Firefighter I (or equivalent)? (whole numbers only) 39

* How many of your active firefighters are trained to the level of Firefighter II (or equivalent)? (whole numbers only, include all personnel who have attained Firefighter I) 39

Are you requesting training funds in this application to bring 100% of your firefighters into compliance with NFPA 1001?

No

If you indicated that less than 100% of your firefighters are trained to the Firefighter II level and you are not asking for training funds to bring everyone to the Firefighter II level in this application, please describe in the box below your training program and your plans to bring your membership up to Firefighter II.

Not applicable

* What services does your organization provide?

Advanced Life Support

Haz-Mat Operational Level

Basic Life Support

Haz-Mat Technical Level

Structural Fire Suppression
Wildland Fire Suppression

* Please describe your organization and/or community that you serve.

The Indianola Fire Department (Indianola FD) is set in a rural City, located 16.1 miles outside of Des Moines, Iowa. The department serves an area that spans 125 sq. mi., 11 sq. mi. of incorporated town and 114 sq. mi. of unincorporated. The City of Indianola has a total population of 15,100 and the fire department serves a total population of approximately 21,000 people.

Among all Iowa communities, several features distinguish Indianola:

Indianola is the county seat of Warren County, with a vital services provided through, Courts, Jail, Administration, Vital records, Office of Emergency Management and County EOC.

Simpson College, is a private 4-year Liberal Arts College with 1,900 students, it is located near downtown Indianola on 85 acres in 34 buildings including: gymnasium, theatre, science building with labs, two dormitories and nine apartment buildings that can house a total of 596 residents.

The city holds reputation as a favored retirement community with seven senior living developments. The City of Indianola has municipal electric service with its own generating station.

Indianola does not have a hospital. The nearest are in Des Moines, 16 miles away. This puts a significant burden on the Indianola FD's resources, both staff and equipment because it takes a two hour round trip to deliver a resident to an emergency room. The above average number of seniors in the retirement villages causes above average number of round-trips to Des Moines. One result is that ambulances wear out in half their expected life.

In addition to the critical infrastructure listed below, Indianola FD protects: 4 elementary schools, a middle school, a high school, 51-day care centers, 6 nursing facilities, 9 gas stations, 2 manufacturing facilities, 2 large box retail stores, 6 Banks and multiple retail and professional businesses typical of a county seat town.

Indianola FD is a combination department with 46 staff members including 9 full time employees including Chief, Deputy Chief of Training, Billing Agent and 6 full time firefighter/Paramedics. The remaining 36 members are classified as part-time and paid-on-call firefighter / EMTs. Last year the Indianola FD responded to 2,099 calls for service. Approximately 87% were emergency medical incidents, 3% were hazardous material incidents and 10% were fire response. The department's equipment includes: three firetrucks plus a ladder truck that is currently being replaced, a heavy rescue vehicle, grass truck, water tender, three ambulances and a chief's vehicle.

Mutual Aid Agreements are in place with the cities of: Milo, Lacona, New Virginia, St. Mary's, Martensdale, Norwalk, and the Des Moines International Airport, located inside corporate limits of Des Moines, IA.

Some areas of special concern are a 270,000-sq. ft. agriculture chemical facility that stores, mixes and ships hazardous chemicals with 40-10,000 gallon tanks and an explosive storage magazine 9 miles outside of the Indianola with explosive agents for distribution regionally.

FEMA Form 080-0-2

Fire Department Characteristics (Part II)

	2016	2015	2014
* What is the total number of fire-related civilian fatalities in your jurisdiction over the last three calendar years?	0	0	1
* What is the total number of fire-related civilian injuries in your jurisdiction over the last three calendar years?	1	1	2
* What is the total number of line of duty member fatalities in your jurisdiction over the last three calendar years?	0	0	0
* What is the total number of line of duty member injuries in your jurisdiction over the last three calendar years?	7	3	3
* Over the last three years, what was your organization's operating budget?	1603000		
* How much of your TOTAL budget is dedicated to personnel costs (salary, overtime and fringe benefits)?	93		
Does your department have any rainy day reserves, emergency funds, or capital outlay?	No		

If Yes, what is the total amount currently set aside?

If Yes, describe the planned purpose of this fund

* What percentage of your annual operating budget is derived from:

Enter numbers only, percentages must sum up to 100%

	2016	2015	2014
<u>Taxes?</u>	51 %	47 %	42 %
Bond Issues?	0 %	0 %	0 %
<u>EMS Billing?</u>	38 %	47 %	52 %
Grants?	0 %	0 %	0 %
Donations?	0 %	0 %	0 %
Fund drives?	0 %	0 %	0 %

[Fee for Service?](#)

11 %

6 %

6 %

* Applicants should describe their financial need and how consistent it is with the intent of the AFG Program. This statement should include details describing the applicant's financial distress, including summarizing budget constraints, unsuccessful attempts to obtain vehicle and outside funding, and proving the trouble is out of their control.

For several years, the Indianola FD has been coping with the effects of the City of Indianola's financial distress. Limited funding has forced Indianola FD to use equipment, including SCBA's built to the 2002 standard, beyond the service life and out of compliance with NIOSH, OSHA regulations and NFPA standards. There is a critical need to replace respiratory protection equipment.

The sources of the City's financial distress are many:

State law limits all municipalities from levying more than \$8.10 per \$1000.00 of valuation for their general fund. Indianola has been levying the maximum limit for several years. Other city levies are also limited and are at their legal limits.

In 2012, the State enacted a comprehensive property tax reform law that froze and began a gradual rollback of tax assessments on all industrial and commercial properties. This has caused extreme belt tightening in Indianola's budget. Even with an annual State replacement appropriation, there is uncertainty in the city's budgeting process causing extreme caution by city officials.

Further, this new State law changed the tax assessment method for rental residential units from the full commercial rate to a residential rate at about half the previous valuation. With the concentration of apartments for Simpson College students and retirees it has caused revenue reduction adding to fiscal distress on the City.

Indianola has an unusually high concentration of tax exempt property for a city of its size since Simpson College and the retirement communities are non-profit entities exempt from property taxation.

Financing of the Indianola FD ambulances has added to the City's fiscal distress because of the long distance (16 miles) to an emergency hospital and the high concentration of retirees in the community has caused ambulances to wear out in five years even though the acquisition was financed over a ten-year term. This caused continuing debt service payments for equipment that has already been replaced.

The City experienced a staggering turnover of public safety personnel. The fire department lost 11 personnel through attrition at the expense of \$9000.00 per Firefighter to replace the position. The City's police department lost 7 Police Officers through attrition at an expense of \$28,000.00 per Police Officer to replace the position. This represents a comprehensive dollar loss \$295,000 to Cities public safety sector alone.

The City's waste water treatment plant is outdated and has been mandated by U.S. EPA and Iowa DNR to meet new requirements. This project which has commenced has absorbed the current and future funding available for capital improvements.

The funding formula for fire protection in rural townships covered by the Indianola FD has not been updated for more than 30 years. No adjustments have been considered to provide for inflation over that same period.

The Indianola FD is forced to use outdated equipment that risks the safety of the public and firefighters. It also inhibits recruitment and contributes to constant turnover of fire department staff. This adds expense to the Indianola FD to onboard new personnel needing medical evaluation and training to achieve the Firefighter II / EMT standard.

We have not been able to identify any other source of funds to replace critical firefighting equipment. The State of Iowa offers no funding for local fire protection, fire fighters, or equipment. The AFG program is the only alternative and this is our second application for funding.

* How many vehicles does your organization have in each type or class of vehicle listed below? **You must include vehicles that are leased or on long-term loan as well as any vehicles that have been ordered or otherwise currently under contract for purchase or lease by your organization but not yet in your possession. (Enter numbers only and enter 0 if you do not have any of the vehicles below.)**

Type or Class of Vehicle	Number of Front Line Apparatus	Number of Reserve Apparatus	Number of Seated Riding Positions
Engines or Pumpers (pumping capacity of 750 gpm or greater and water capacity of 300 gallons or more): Pumper, Pumper/Tanker, Rescue/Pumper, Foam Pumper, CAFS Pumper, Type I or Type II Engine Urban Interface	2	1	15

Ambulances for transport and/or emergency response:	3	0	6
Tankers or Tenders (pumping capacity of less than 750 gallons per minute (gpm) and water capacity of 1,000 gallons or more):	1	0	2
Aerial Apparatus: Aerial Ladder Truck, Telescoping, Articulating, Ladder Towers, Platform, Tiller Ladder Truck, Quint	0	0	0
Brush/Quick attack (pumping capacity of less than 750 gpm and water carrying capacity of at least 300 gallons): Brush Truck, Patrol Unit (Pickup w/ Skid Unit), Quick Attack Unit, Mini-Pumper, Type III Engine, Type IV Engine, Type V Engine, Type VI Engine, Type VII Engine	1	0	2
Rescue Vehicles: Rescue Squad, Rescue (Light, Medium, Heavy), Technical Rescue Vehicle, Hazardous Materials Unit	1	0	4
Additional Vehicles: EMS Chase Vehicle, Air/Light Unit, Rehab Units, Bomb Unit, Technical Support (Command, Operational Support/Supply), Hose Tender, Salvage Truck, ARFF (Aircraft Rescue Firefighting), Command/Mobile Communications Vehicle	1	0	1

FEMA Form 080-0-2

Fire Department Call Volume

2016

2015

2014

* **Summary** of responses per year by category (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Fire - NFIRS Series 100	73	88	88
Overpressure Rupture, Explosion, Overheat (No Fire) - NFIRS Series 200	1	2	0
Rescue & Emergency Medical Service Incident - NFIRS Series 300	1858	1828	1782
Hazardous Condition (No Fire) - NFIRS Series 400	26	25	27
Service Call - NFIRS Series 500	34	11	5
Good Intent Call - NFIRS Series 600	30	41	39
False Alarm & False Call - NFIRS Series 700	84	103	104
Severe Weather & Natural Disaster - NFIRS Series 800	0	2	6
Special Incident Type - NFIRS Series 900	2	0	2

FIRES

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 100 calls, how many are "Structure Fire" (NFIRS Codes 111-120)	37	29	25
Of the NFIRS Series 100 calls, how many are "Vehicle Fire" (NFIRS Codes 130-138)	11	17	9
Of the NFIRS Series 100 calls, how many are "Vegetation Fire" (NFIRS Codes 140-143)	10	25	39
What is the total acreage of all vegetation fires?	13	213	29

RESCUE AND EMERGENCY MEDICAL SERVICE INCIDENTS

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

Of the NFIRS Series 300 calls, how many are "Motor Vehicle Accidents" (NFIRS Codes 322-324)	86	100	84
Of the NFIRS Series 300 calls, how many are	2	1	1

"Extractions from Vehicles" (NFIRS Code 352)			
Of the NFIRS Series 300 calls, how many are "Rescues" (NFIRS Codes 300, 351, 353-381)	6	2	20
How many EMS-BLS Response Calls	520	276	394
How many EMS-ALS Response Calls	1232	1546	1427
How many EMS-BLS Scheduled Transports	0	0	0
How many EMS-ALS Scheduled Transports	0	0	0
How many Community Paramedic Response Calls	0	0	0

MUTUAL AND AUTOMATIC AID

* How many responses per year by category? (Enter whole number only. If you have no calls for any of the categories, Enter 0)

How many times did your organization receive Mutual Aid?	125	80	61
How many times did your organization receive Automatic Aid?	0	0	0
How many times did your organization provide Mutual Aid?	50	61	80
How many times did your organization provide Automatic Aid?	0	0	0
Of the Mutual and Automatic Aid responses, how many were structure fires?	40	15	20

FEMA Form 080-0-2

Request Information

1. Select a program for which you are applying. If you are interested in applying under both Vehicle Acquisition and Operations and Safety, and/or regional application **you will need to submit separate applications..**

Program Name

Operations and Safety

2. Will this grant benefit more than one organization?

No

* 3. Is your department facing a new risk, expanding service to new area, or experiencing an increased call volume?

No

If you answered "Yes" to Question 3., please explain how your department is facing a new risk, expanding service to new area, or experiencing an increased call volume

4. Enter grant-writing fee associated with the preparation of this request. Enter 0 if there is no fee.

\$0

* 5. Are you requesting a Micro Grant?

A Micro Grant is limited to \$25,000 Federal share. Modification to Facilities activity is ineligible for Micro Grants.

No

FEMA Form 080-0-2

Request Details

DEPARTMENT OF HOMELAND SECURITY

Federal Emergency Management Agency

Activity Specific Questions for AFG Operations and Safety Applications

OMB No.: 1660-0054

Expiration Date: August, 31 2019

PAPERWORK BURDEN DISCLOSURE NOTICE

Public reporting burden for this data collection is estimated to average 4.6 hours per response for FEMA Form 080-0-2b "Activity Specific Questions for AFG Operations and Safety Applications". The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. This collection of information is required to obtain or retain benefits. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW., Washington, DC 20472-3100, Paperwork Reduction Project (1660-0054) NOTE: Do not send your completed form to this address.

The activities for program **Operations and Safety** are listed in the table below.

Activity	Number of Entries	Total Cost	Additional Funding
Equipment	0	\$ 0	\$ 0
Modify Facilities	0	\$ 0	\$ 0
Personal Protective Equipment	1	\$ 154,080	\$ 0

Training	0	\$ 0	\$ 0
Wellness and Fitness Programs	0	\$ 0	\$ 0
Grant-writing fee associated with the preparation of this request.		\$0	

Personal Protective Equipment

Personal Protective Equipment Details

1. Select the PPE that you propose to acquire (select one):

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

Please provide a detailed description of the item selected above.

The Indianola Fire Department is requesting funding to purchase 18 NFPA 2013 edition compliant high pressure 4500 psi SCBA packs, including cylinders, face piece attachments, harness assemblies, and PASS electronics, plus 1 spare 4500 psi cylinder at a cost of \$8560 total per unit. This will complete the updating of our SCBA for each riding position, on our current apparatus fleet. All these requested items are to complete the fire departments noncompliance of its remaining SCBA units.

2. Number of units:
(whole number only)

18

3. Cost per unit: (whole dollar amounts only; this amount should reflect any volume discounts, rebates, etc.)

\$8560

4. Please provide your amount for the appropriate question below:

0

- For turnout requests, what number of your on-duty active members **currently have** PPE that meets applicable NFPA and OSHA standards?
- If you are requesting new SCBA, how many of your seated riding positions **currently have** compliant SCBA assigned to it?
- If you are asking for specialized PPE (e.g., Haz-Mat), how many applicable members **currently have** specialized PPE that meets established standards?

5. What is the purpose of this request? Replace obsolete/non-compliant to upgrade technology

What are the specific ages of the type of PPE you are requesting?

N/A

Please assure that you've accounted for ALL gear for ALL members declared in

Age (in Years)	Current Inventory	Being Replaced
Less than 1		

Department Characteristics - not just the gear you wish to replace. If you have 30 members then account for 30 sets of PPE.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25 or more

If you have indicated you are requesting SCBA or Cylinders in Question 1, to which edition(s) of the NFPA 1981 standard are your SCBA or Cylinders compliant? If not requesting SCBA/Cylinders, please select "N/A" and continue on to the next question. **Please account for ALL SCBA/Cylinders currently in your department's inventory - not just the SCBA/Cylinders you wish to replace. If you have damaged or inoperable SCBA/Cylinders/Face Pieces please list them in the "Obsolete/Damaged" section.**

Year	Current Inventory		Being Replaced	
	SCBA	Cylinders	SCBA	Cylinders
2013 Edition				
2007 Edition				
2002 Edition and older	28	56	18	36
Obsolete/damaged				

6. Are you requesting for

members that currently do not have above-mentioned item? If Yes, enter the number of members that do not have this item. If No, click N/A.

☒ N/A

7. Is your department trained in the proper use of the PPE/SCBA being requested?

Yes

8. Are you requesting funding for training for this PPE/SCBA?

No

9. If you are not requesting training funds through this application, will you obtain training for this PPE/SCBA through other sources?

Yes

FEMA Form 080-0-2b

Firefighting PPE - Narrative

*** Section # 1** Project Description: In the space provided below, include clear and concise details regarding your organization's project's description and budget. This includes providing local statistics to justify the needs of your department and a detailed plan for how your department will implement the proposed project. Further, please describe what you are requesting funding for, including budget descriptions of the major budget items, i.e., personnel, equipment, contracts, etc. ***4000 characters**

Indianola FD is undergoing efforts to replace the outdated NFPA 1981 2002 standard SCBA units. To date the fire department has only recently been able to secure funds to purchase one half of the needed units. The lack of complete funding available to replace the equipment leaves inadequate respiratory protection in place for firefighters responding to calls that involve industrial and agriculture chemical facilities, hazardous materials storage and transportation hazards present in Indianola's response district. The noncompliant equipment shows significant wear and is a health and safety hazard to our firefighters that use them to respond to fire calls daily.

Indianola FD requests from AFG \$140,073. The total estimated project cost for 18 SCBA units is \$154,080. The City of Indianola has committed to funding, \$14,007 or 10% of the total project cost of \$154,080.

Total cost 18 SCBA packs (@\$8,560) \$140,073
City of Indianola (10% match) \$ 14,007
AFG Program request \$140,073

The Indianola FD's operating budget is funded through municipal property taxes (51%), EMS billing (38%) and fee for service (11%). The average operating budget for the past 3 years was \$1,603,000. Personnel cost account for 93% of last year's annual budget leaving a small percentage for the replacement of equipment.

The budget for Indianola FD has been stressed for several years by aging apparatus and equipment that require constant maintenance to remain operational. Recently the department was able to replace a rural engine apparatus that was 12 years out of compliance with NFPA standards making strides toward updating the equipment that has been aged and in need of replacement. Due to the unusual turnover in firefighters and the significant expenses to the city for the replacement of an engine, and one half of the outdated SCBA's funding is unavailable for the replacement of the remaining 18 SCBA needed to equip frontline apparatus.

This project complies with the AFG program objective of fostering interoperability among fire and emergency service providers and supporting community resilience to fires, emergencies and disaster situations. All Indianola Firefighters are trained in the use of SCBA and they will be provided training in the use of the new SCBA by the successful vendor.

*** Section # 2** Cost/Benefit: In the space provided below please explain, as clearly as possible, what will be the benefits your department or your community will realize if the project described is funded (i.e. anticipated savings and/or efficiencies)? Is there a high benefit for the cost incurred? Are the costs reasonable? Provide justification for the budget items relating to the cost of the requested items. ***4000 characters**

The total cost of this request is \$140,073 which is \$5,387 per riding position. This small investment will have two major benefits for our fire fighters and our community. For our fire fighters, the benefits are in both health and safety. The reliability of the current SCBA is of great concern, with two separate occasions this past year where firefighters were sent to the emergency room and treated for high levels of carboxyhemoglobin. The ongoing risk and negative health impact on the firefighters that utilize the SCBA, carry a significant physical and financial expense.

Firefighter health will be protected because currently Indianola FD has can only replace 18 SCBA units for each of 26 riding positions. The current packs were purchased in 2003 and are non-compliant with current federal standards. As a result face pieces must be shared which is a serious health risk as the masks are difficult to adequately sanitize between uses causing cross contamination that spreads illness resulting in needless personal aggravation, medical expense and lost wages. Currently the packs are maintained and re-certified in-house annually by two staff members that are trained and certified by the SCBA manufacturer to see that each pack functions as required. The age of the SCBA units causes maintenance issues almost daily. The purchase of new SCBA units will reduce needless repairs and free the staff to focus on training and fire prevention activities.

Firefighter safety will be greatly improved compared to the 2002 standard because the 2013 standard SCBA's enables: Withstanding higher temperatures up to 500 degrees as compared to the current equipment which only goes up to 250 degrees, better communication among firefighters and command during a fire when coordination can save a life; improved alarm system allows firefighters to have better awareness of the status of their oxygen supply; and, replacing 14 year old technology with 2018 technology will reduce the chance of equipment malfunction which is critical for safety.

The Indianola FD will benefit because of reduced stress on firefighters particularly paid on-call staff, should reduce the high rate of turnover. Also, less time will be required to sanitize and maintain equipment after each event.

The benefits of replacing outdated, obsolete non-compliant SCBA units will be: increased safety for firefighters, reduced operating cost for the department, the ability to reallocate staff from repair and maintenance to fire prevention activities, reduced health risk for firefighters and less down time for the department due to illness. In addition, the Department will come into compliance with current federal standards.

*** Section # 3** Statement of Effect: How would this award impact the daily operations of your department? How would this award impact your department's ability to protect lives and property in your community? ***4000 characters**

Funding the acquisition of 18 compliant SCBA packs will complete the SCBA needed to equip the frontline apparatus used to respond to 99 plus calls that depend on reliable functioning SCBA equipment. Funding this request will also immediately improve both the health and safety and remove a significant risk to our firefighters. Health risks will be greatly improved by replacing the 2005 standard with the 2013 standard issue and by ensuring that the face piece donned is sized appropriately and is dedicated to one staff member reducing the spread of disease through shared masks that come in contact with mucous and saliva of multiple users. The Updated SCBA units will reduce the burden on our already task taxed staff by reducing time spent on repairs of face pieces that underperform.

Without the requested funding the Indianola FD will not be able to purchase the critically needed equipment thus risking injury or death to firefighters and the public. While the protection of fire fighter's respiratory system and personal health remains paramount, we are limited by funds to be able to provide them with the appropriate SCBA protection that has been identified by NIOSH and NFPA. The purchase of the updated SCBA units will provide the appropriate protection that has been identified as a critical area for fire fighter health and safety by NFPA 1981 2013.

FEMA Form 080-0-2b

Budget

Budget Object Class

a. Personnel	\$ 0
b. Fringe Benefits	\$ 0
c. Travel	\$ 0

d. Equipment	\$ 154,080
e. Supplies	\$ 0
f. Contractual	\$ 0
g. Construction	\$ 0
h. Other	\$ 0
i. Indirect Charges	\$ 0
j. State Taxes	\$ 0

Federal and Applicant Share

Federal Share \$ 140,073

Applicant Share \$ 14,007

Applicant Share of Award (%) 10

* Non-Federal Resources (The combined Non-Federal Resources must equal the Applicant Share of \$ 14,007)

a. Applicant	\$ 14,007
b. State	\$ 0
c. Local	\$ 0
d. Other Sources	\$ 0

If you entered a value in Other Sources other than zero (0), include your explanation below. You can use this space to provide information on the project, cost share match, or if you have an indirect cost agreement with a federal agency.

The Non-Federal resources to fund 10% of the project will be supplied through funding provided by the City of Indianola Fire Department

Total Budget \$ 154,080

FEMA Form 080-0-2b

Narrative Statement

For 2011 and on, the Narrative section of the AFG application has been modified. You will enter individual narratives for the Project Description, Cost-Benefit, Statement of Effect, and Additional Information in the Request Details section for each Activity for which you are requesting funds. Please return to the Request Details section for further instructions. You will address the Financial Need in Applicant Characteristics II section of the application. We recommend that you type each response in a Word Document outside of the grant application and then copy and paste it into the spaces provided within the application.

Assurances and Certifications

FEMA Form SF 424B

You must read and sign these assurances. These documents contain the Federal requirements attached to all Federal grants including the right of the Federal government to review the grant activity. You should read over the documents to become aware of the requirements. The Assurances and Certifications must be read, signed, and submitted as a part of the application.

Note: Fields marked with an * are required.

O.M.B Control Number 4040-0007

Assurances Non-Construction Programs

Note: Certain of these assurances may not be applicable to your project or program. If you have any questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Section 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. Sections 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Acts of 1968 (42 U.S.C. Section 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interest in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in

whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. Section 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. Section 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Signed by **Aaron Hurt** on **02/01/2018**

Form 20-16C

You must read and sign these assurances.

Certifications Regarding Lobbying, Debarment, Suspension and Other Responsibility Matters and Drug-Free Workplace Requirements.

Note: Fields marked with an * are required.

O.M.B Control Number 1660-0025

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 44 CFR Part 18, "New Restrictions on Lobbying; and 44 CFR Part 17, "Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Homeland Security (DHS) determines to award the covered transaction, grant, or cooperative agreement.

1. Lobbying

A. As required by the section 1352, Title 31 of the US Code, and implemented at 44 CFR Part 18 for persons (entering) into a grant or cooperative agreement over \$100,000, as defined at 44CFR Part 18, the applicant certifies that:

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

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

(c) The undersigned shall require that the language of this certification be included in the award documents for all the sub awards at all tiers (including sub grants, contracts under grants and cooperative agreements and sub contract(s)) and that all sub recipients shall certify and disclose accordingly.

2. Debarment, Suspension and Other Responsibility Matters (Direct Recipient)

A. As required by Executive Order 12549, Debarment and Suspension, and implemented at 44CFR Part 67, for prospective participants in primary covered transactions, as defined at 44 CFR Part 17, Section 17.510-A, the applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency.

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

(c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification: and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. Drug-Free Workplace (Grantees other than individuals)

As required by the Drug-Free Workplace Act of 1988, and implemented at 44CFR Part 17, Subpart F, for grantees, as

defined at 44 CFR part 17, Sections 17.615 and 17.620:

(A) The applicant certifies that it will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantees policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant to be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement and
- (2) Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

(e) Notifying the agency, in writing within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to the applicable DHS awarding office, i.e. regional office or DHS office.

(f) Taking one of the following actions, against such an employee, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance

Street	City	State	Zip	Action
--------	------	-------	-----	--------

If your place of performance is different from the physical address provided by you in the Applicant Information, press **Add Place of Performance** button above to ensure that the correct place of performance has been specified. You can add multiple addresses by repeating this process multiple times.

Section 17.630 of the regulations provide that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for DHS funding. States and State agencies may elect to use a Statewide certification.

Signed by **Aaron Hurt** on **02/01/2018**

Meeting Date: 02/20/2018

Information

Subject

Presentation of snow and ice procedure and policy

Information

Street Superintendent Jason Entyre will present a snow and ice removal procedure and policy (packet).

Fiscal Impact

Attachments

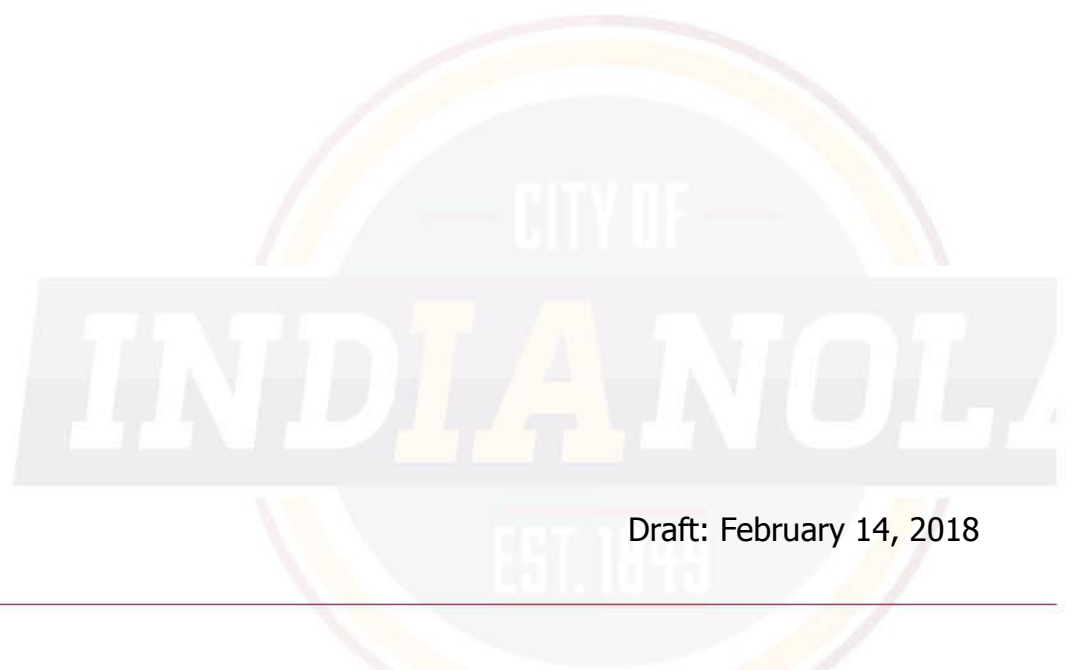
Snow Ice Removal Manual



POLICY AND PROCEDURE MANUAL

SNOW AND ICE REMOVAL

CITY OF INDIANOLA, IOWA



Draft: February 14, 2018

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POLICY AND PROCEDURE MANUAL

SNOW AND ICE REMOVAL

CITY OF INDIANOLA

POLICY

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

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

IOWA WEATHER CONDITIONS

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

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

NOTIFICATION OF WINTER WEATHER EVENTS

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

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

USE OF CHEMICALS AND ABRASIVES (SALT AND SAND)

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

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

EQUIPMENT AVAILABLE

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

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

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

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

MANPOWER AVAILABLE

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

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

MONITORING AND NOTIFICATION OF ICE/SNOW EVENTS

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

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

SANDING/SALTING PROCEDURES

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

SNOW ORDINANCE / TOWING VEHICLES ILLEGALLY PARKED

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

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

SNOW REMOVAL PROCEDURES

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

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

Public Facilities/ Downtown Square

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

Arterial and Collector Streets

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

Residential Streets

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

Alleys

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

Public Parking Lots

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

Sidewalk, City Responsibility and Trail

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

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

BOUNDARY STREET JURISDICTION-RESPONSIBILITY

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

SIDEWALKS – PRIVATE RESPONSIBILITY

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

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

DRIVEWAYS – PRIVATE

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

MAILBOXES

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

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

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

COMMUNICATIONS

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

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

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

CITIZENS COMPLAINTS

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

WORK HOURS AND RULES

Employees will be compensated according to the effective Employee Policy.

SAFETY PROCEDURES

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

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

All working lights and emergency lights

Radio

Snowplow and frame for damage

Sander

Rearview mirrors

Flags and reflectors

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

ACCIDENTS

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

CARE AND USE OF EQUIPMENT

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

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

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

SEVERE STORM & DECLARED EMERGENCY MANAGEMENT

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

OTHER AREAS OF CONCERN AND ATTENTION

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

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

APPENDIX INDEX

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

Exhibits

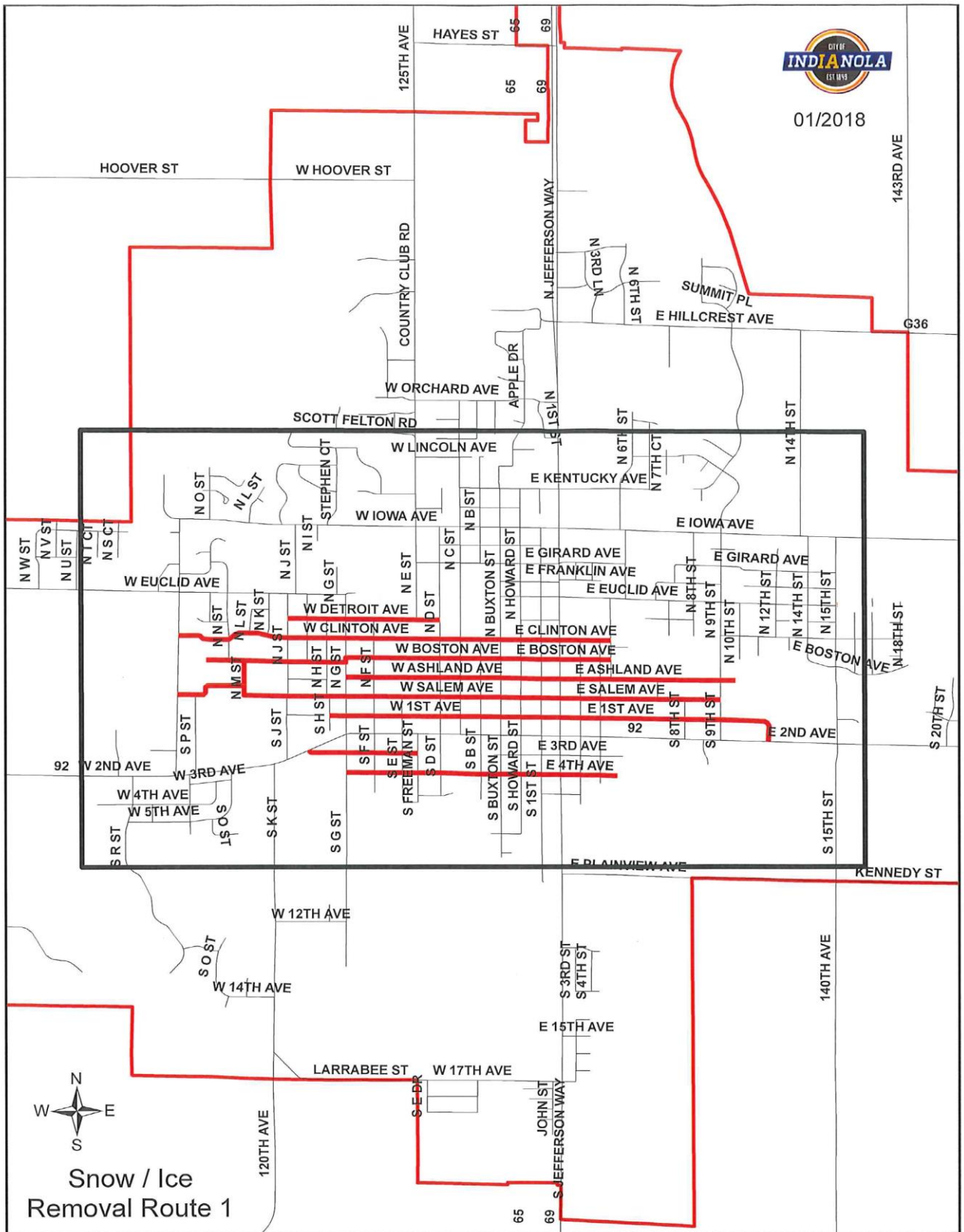
1. Equipment Assigned – Street Department
2. Maps of 7 City Snow Routes
3. City Code Sections Referenced within the Policy and Procedure Manual
4. City of Indianola/Warren County Boundary Street Jurisdiction Map

Exhibit 1

Equipment Assigned – Street Department

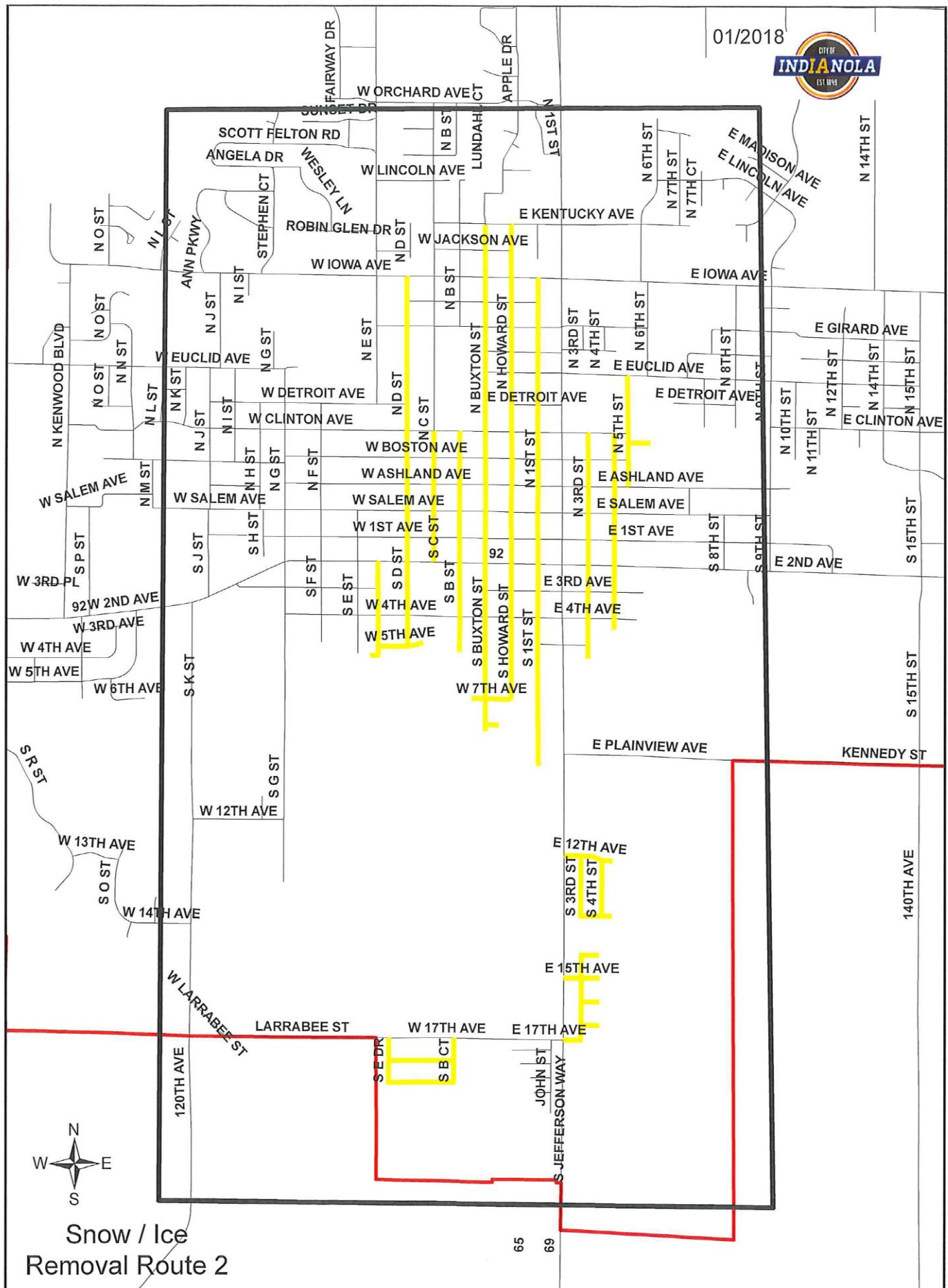
<u>Unit</u>	<u>Year</u>	<u>Make</u>	<u>Function</u>
5	10	Case 621E Wheel Loader	w/bucket/blower/plow
9	16	Freightliner 114SD Tandem Axel	w/plow & sander
12	07	International Single Axle	w/plow & sander
21	16	Ford F250	w/plow
22	06	International Single Axle	w/ plow & sander
23	14	International Single Axle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

Exhibit 2





CITY OF
INDIANOLA
EST. 1849



Snow / Ice Removal Route 3



TRAIL-RIDGE RD

W SCENIC VALLEY DR



01/2018

FAIRWAY DR

COUNTRY CLUB RD

W ORCHARD AVE

APPLE DR

SUNSET DR

SCOTT FELTON RD

ANGELA DR

W MADISON PL

W LINCOLN AVE

W KENTUCKY AVE

N W JACKSON AVE

W IOWA AVE

W HENDERSON AVE

W GIRARD AVE

W DETROIT AVE

W CLINTON AVE

W BOSTON AVE

W BOSTON AVE

WASHLAND AVE

WASHLAND AVE

W SALEM AVE

W SALEM AVE

W 1ST AVE

W 3RD AVE

W 4TH AVE

92 W 2ND AVE

W 4TH AVE

W 5TH AVE

W 6TH AVE

W 7TH AVE

W 12TH AVE

W 13TH AVE

W 14TH AVE

110TH AVE

NY ST

N KENWOOD BLVD

S KENWOOD BLVD

S SPRUCE ST

SR ST

SK ST

SG ST

SY ST

W 10TH AVE

SOST

NW ST

NV ST

NU ST

NT CT

NS CT

NOST

NLST

ANN PKWY

NJST

NIST

NGST

NH ST

NF ST

SE ST

SD ST

SB ST

SC ST

ND ST

NC ST

NB ST

NB ST

NB ST

NB ST

NB ST

NB ST

NB ST

NB ST

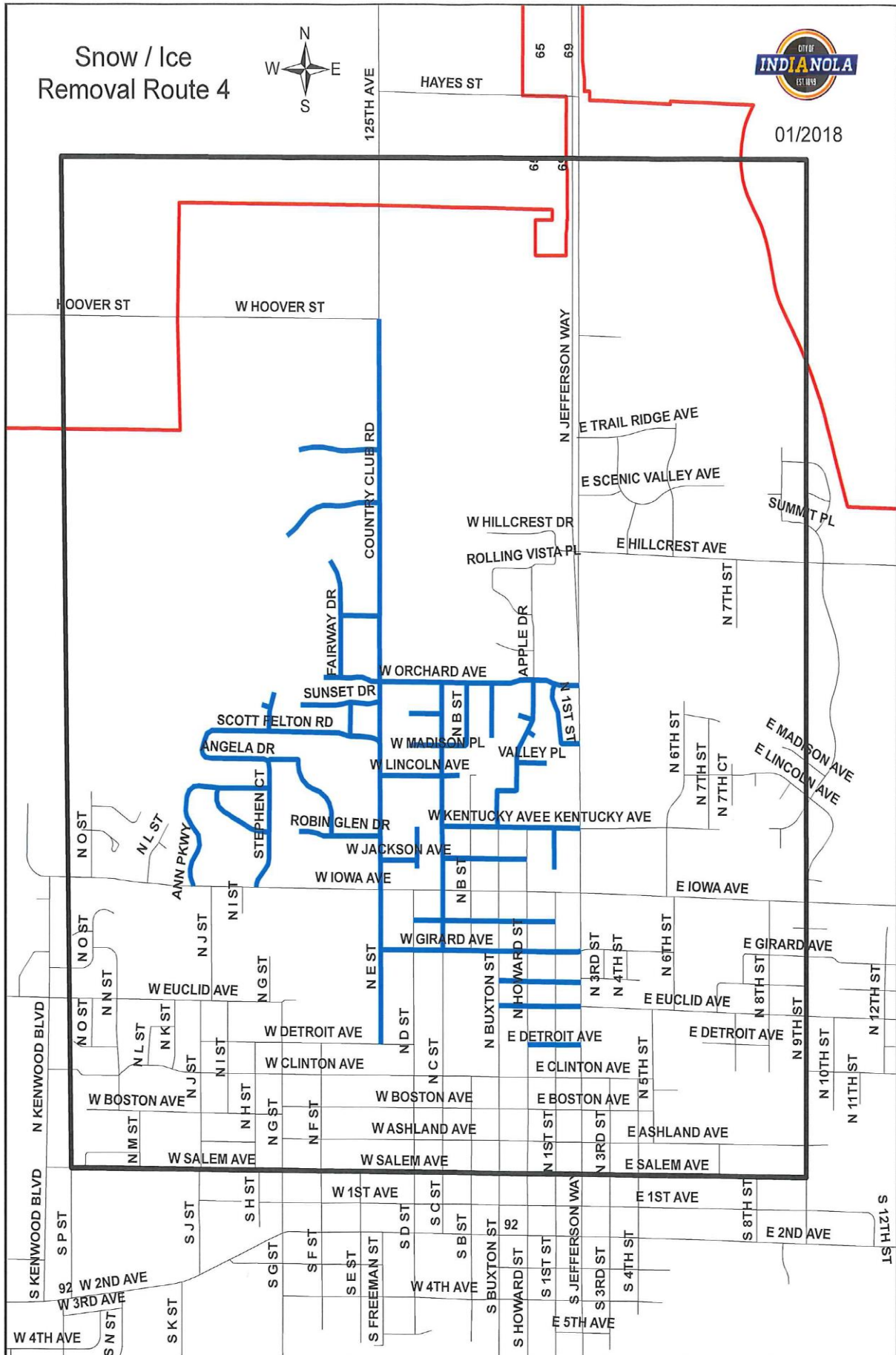
NB ST

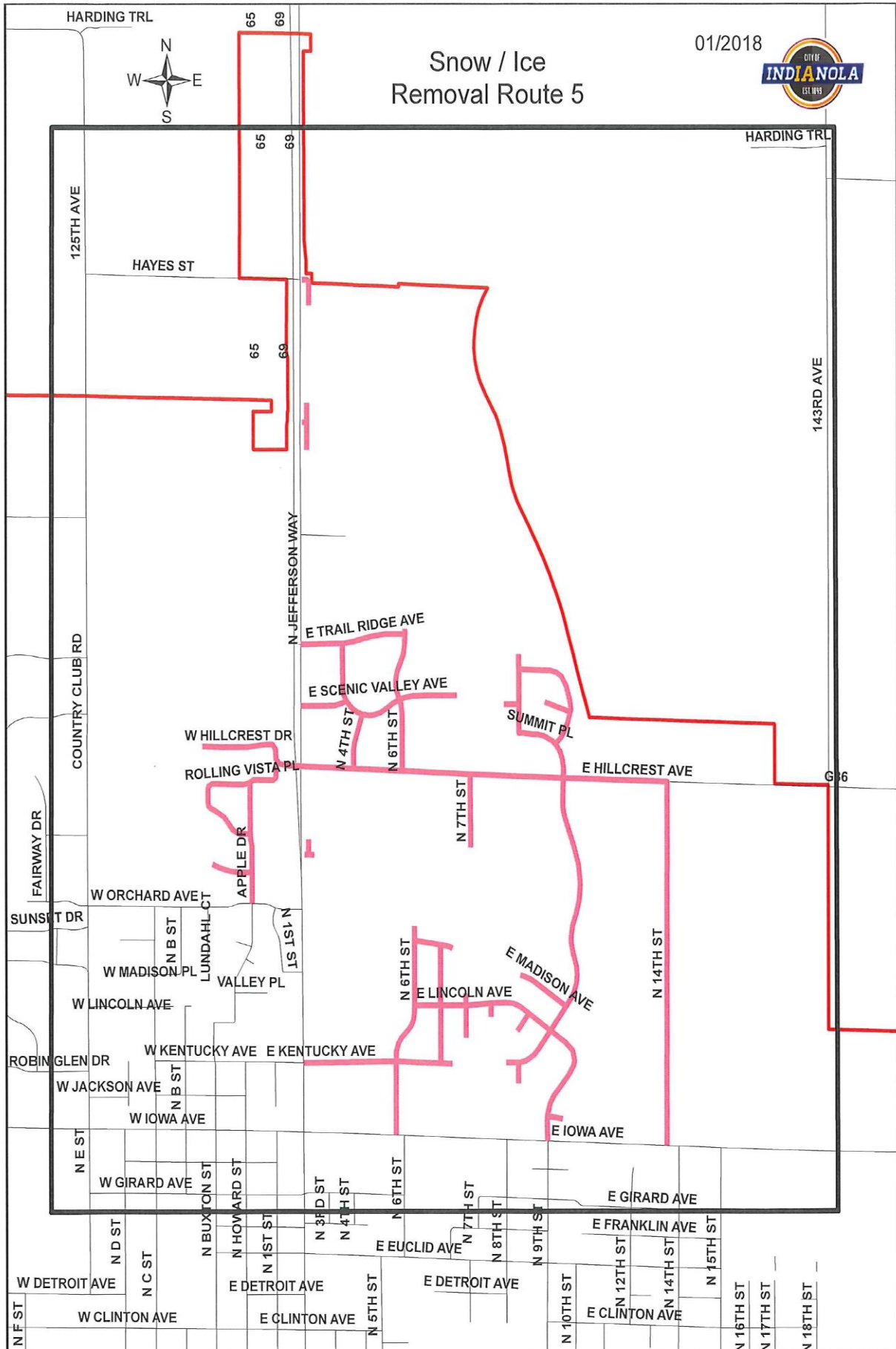
SY ST

W 10TH AVE

SOST

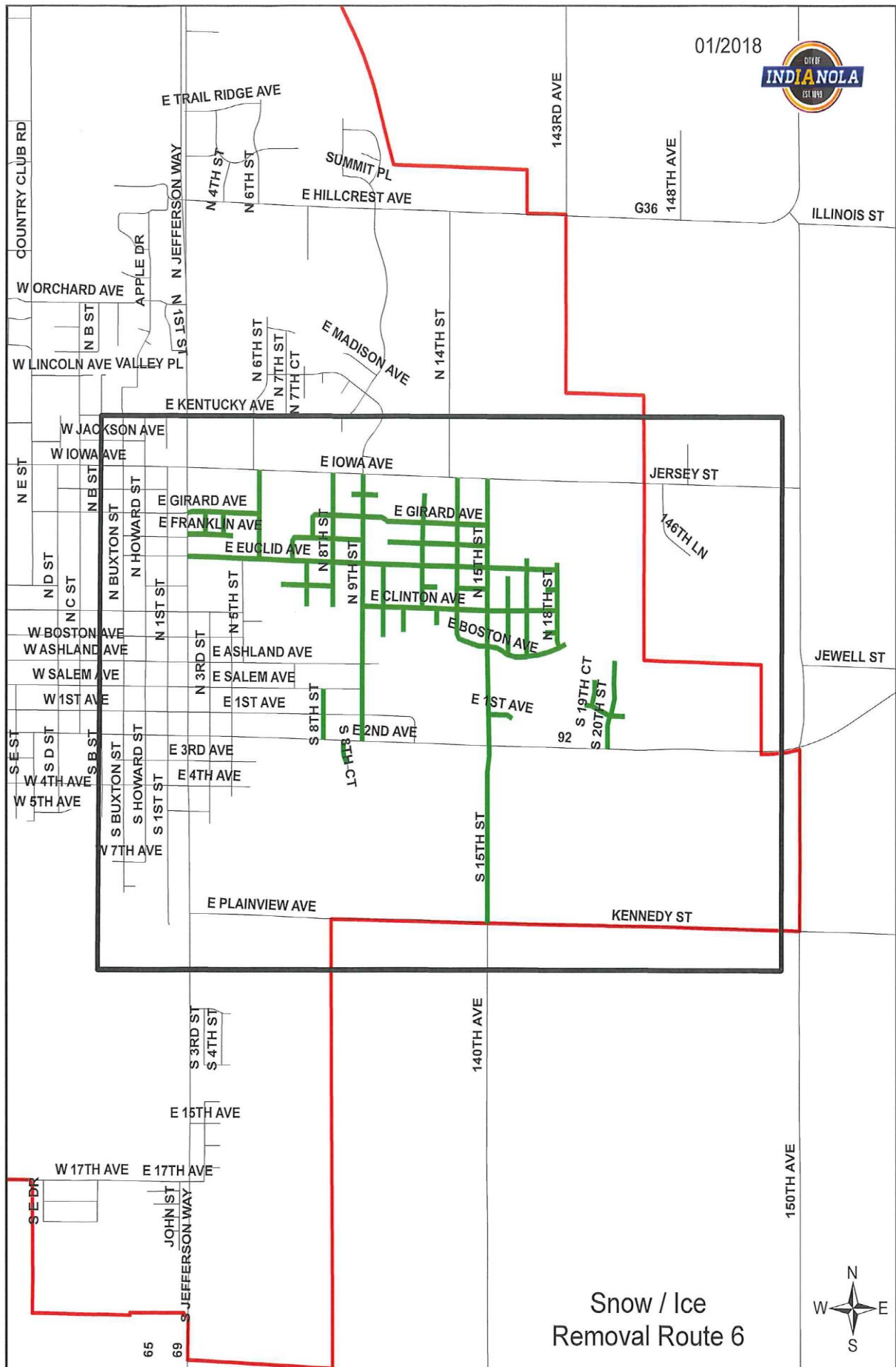
W 14TH AVE







8



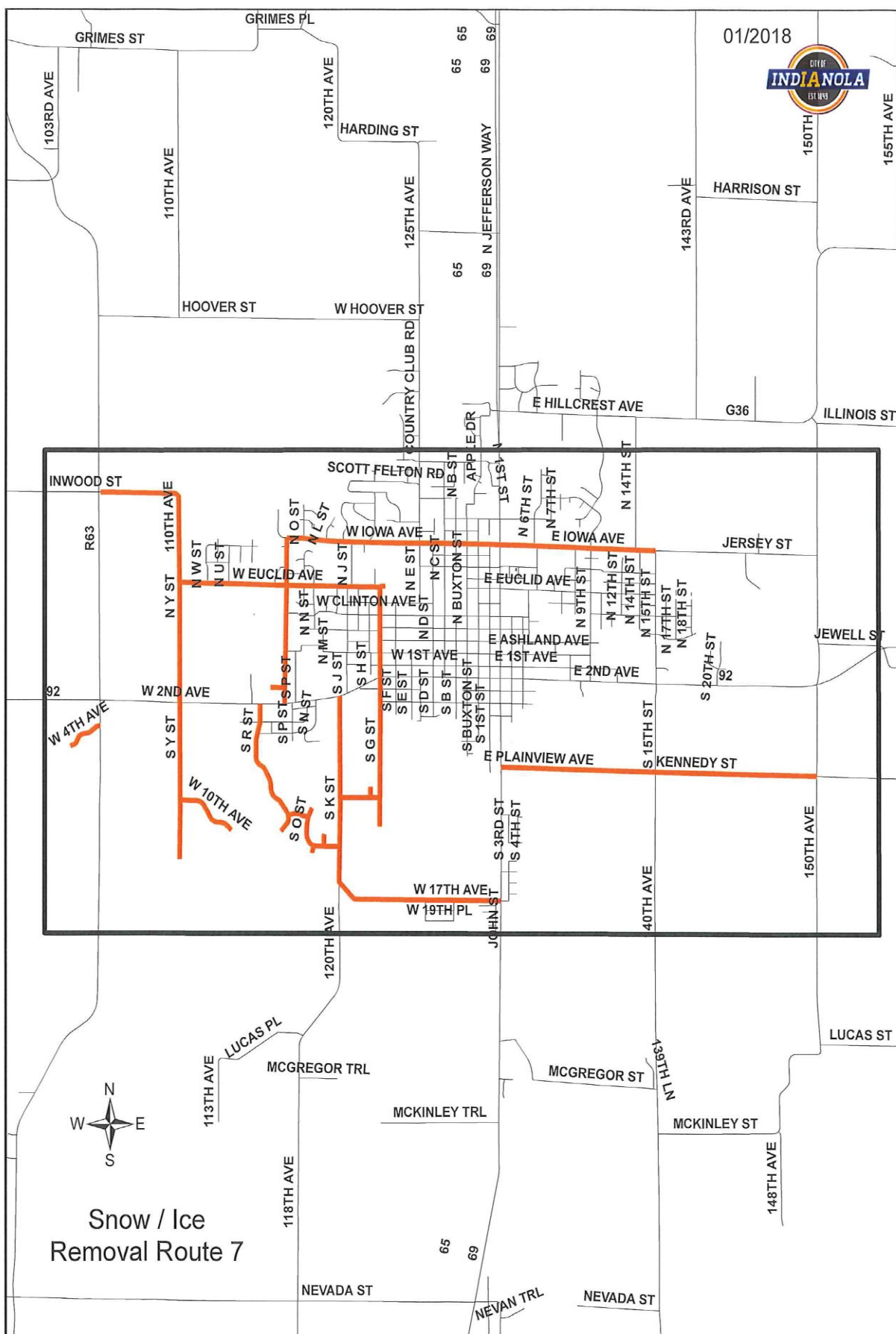


Exhibit 3

City Code Sections Referenced within the Policy and Procedure Manual

69.10 SNOW EMERGENCY.

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

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

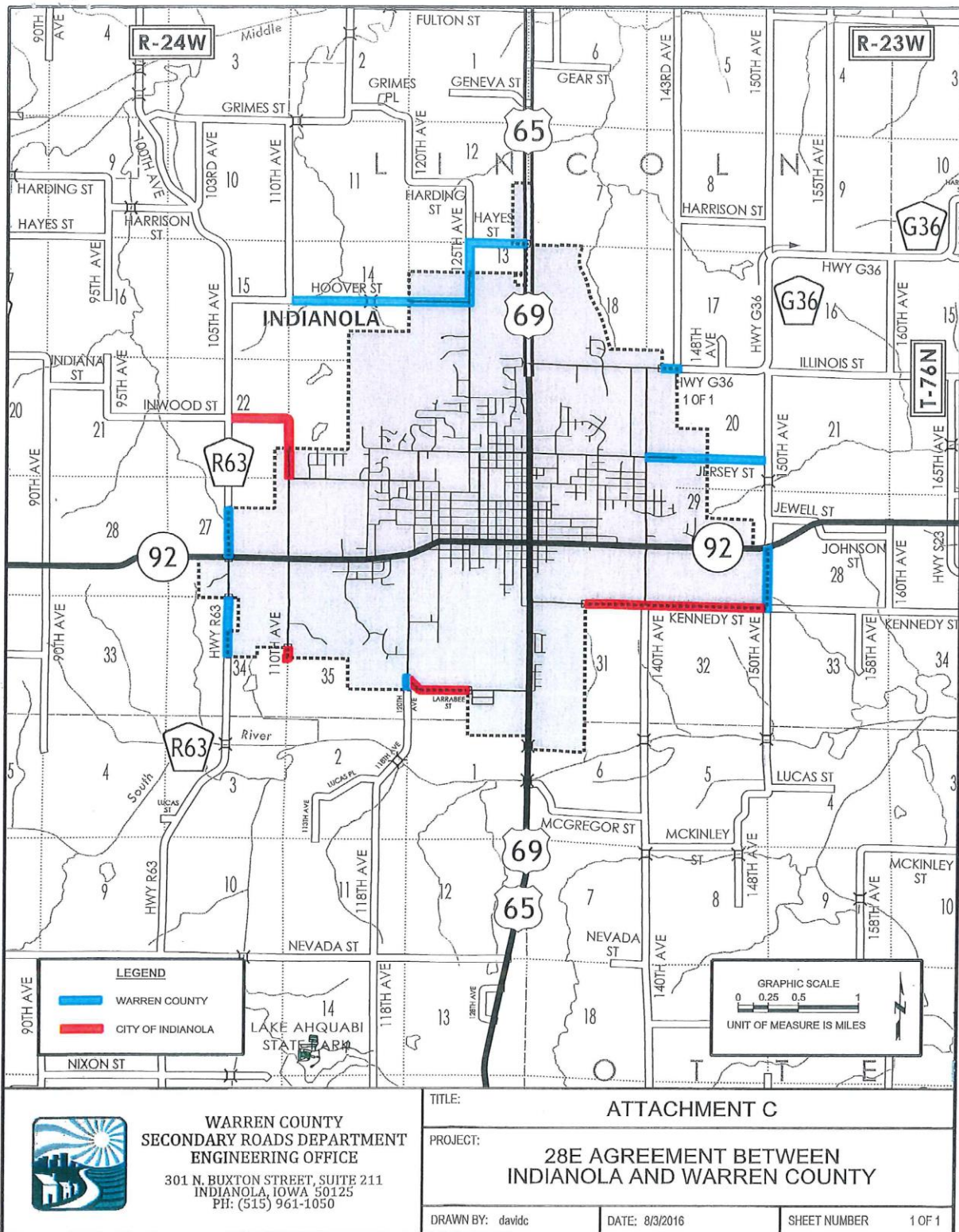
69.11 SNOW ROUTES. The Council may designate certain streets in the City as snow routes. When conditions of snow or ice exist on the traffic surface of a designated snow route, it is unlawful for the driver of a vehicle to impede or block traffic.

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

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

Exhibit 4

City of Indianola/Warren County Boundary Street Jurisdiction Map



Meeting Date: 02/20/2018

Information

Subject

Resolution approving salaries

Information

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

Janis Comer, Children's Librarian, from CE 5-2 \$41,432/year to CE 5-3 \$42,472/year effective January 7, 2018

Jody Ross, Part-time Library Assistant, from CE 1-3 \$13.242/year to CE 1-4 13.759/hour (includes longevity) effective February 18, 2018

Aaron Hurt, FF/Paramedic, from FF4 \$64,930/year to FF5 \$68,597/year (includes longevity) effective April 1, 2018

Ramona Jahn, Seasonal Bruch Facility Operator, \$12.72/hour effective March 20, 2018

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION 2018-____
APPROVING SALARIES

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

Janis Comer, Children's Librarian, from CE 5-2 \$41,432/year to CE 5-3 \$42,472/year effective January 7, 2018

Jody Ross, Part-time Library Assistant, from CE 1-3 \$13.242/year to CE 1-4 13.759/hour (includes longevity) effective February 18, 2018

Aaron Hurt, FF/Paramedic, from FF4 \$64,930/year to FF5 \$68,597/year (includes longevity) effective April 1, 2018

Ramona Jahn, Seasonal Bruch Facility Operator, \$12.72/hour effective March 20, 2018

Passed and approved on the 20th day of February, 2018.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 02/20/2018

Information

Subject

Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 02/20/2018

Information

Subject

After the closed session the City Council may take action on any matter discussed in closed session

Information

Fiscal Impact

Attachments

No file(s) attached.
