



CITY OF INDIANOLA COUNCIL MEETING

July 3, 2017

6:00 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. June 19 and 28, 2017 Minutes
 - C. Resolution amending Resolution No. 2016-119 regarding the listing agreements with Exit Realty North Star for the sale of real estate owned by the City of Indianola
 - D. Resolution amending the City's staffing plan providing for additional clerical staff for the Police Department
 - E. Resolution appointing Brick Gentry Law Firm as the City's Prosecutor for an interim period of three months
 - F. Resolution approving the City's annual engineering agreement with HR Green
 - G. Street usage request from First Baptist Church for a Community Yard Sale on July 22, 2017 from 7:00 a.m. - 5:00 p.m. - request is to close the alley on the east side of the church
 - H. Street usage request from the Warren County Historical Society - Log Cabin Days Parade - September 23, 2017 from 9:00 a.m. - 11:00 a.m. - the parade will start at the Warren County Administration Building, south on Buxton, east on Ashland, south on Howard, west on Salem to the Warren County Fairgrounds
 - I. Claims on the computer printout for July 3, 2017
6. Council Reports

- A.** WCEDC Report - Brad Ross
 - B.** Economic Sub-Committee Report - Discussion and direction regarding possible strategy for D&D properties
- 7.** Mayor's Report - Kelly B. Shaw
 - A.** Community Update
- 8.** Public Consideration
 - A.** Old Business
 - 1.** Second consideration of a request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South "Y" Street from A-1 (Agriculture) to R-1 (Single Family Residential) P&Z approved on May 9, 2017
 - 2.** Second consideration for a final tax abatement - 1400 East Iowa Avenue
 - 3.** Final consideration of a request from Dwayne L. and Claire E. Henry and Sunset Corners LLC to purchase the south 1/2 of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa (P&Z approved unanimously May 9, 2017)
 - 4.** Resolution clarifying Resolution No. 2017-56 concerning agreement with Denman & Company LLP to perform audit services for the City of Indianola
 - B.** New Business
 - 1.** Update regarding the sidewalk program
 - 2.** Discussion and direction regarding the North Buxton Street repairs as part of the 2017 Capital Street Improvement Project
 - 3.** Discussion and direction regarding a request at the June 19, 2017 council meeting to allow temporary food vendors
 - 4.** Presentation of an IT project that is included in the approved FY 18 Budget (annual computer replacement)
 - 5.** Resolution approving salaries
- 9.** Other Business
- 10.** Adjourn

Subject
June 19 and 28, 2017 Minutes

Information

Fiscal Impact
Attachments

June 19 Minutes
June 28 Minutes

REGULAR SESSION – JUNE 19, 2017

The City Council met in regular session at 7:00 p.m. on June 19, 2017. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, John Parker, Pam Pepper, Brad Ross and Greta Southall.

The following spoke in favor of allowing temporary sales/food trucks/vendor trucks:

Ross Opie – 310 N. 14th, Indianola, Iowa

Jack Bishop – 12270 Fulton Street, Indianola, Iowa

Nate Cook – 6550 G24, Norwalk, Iowa

It was the Council consensus to authorize staff to see what can be done temporarily (one year) and to bring this item to a future council meeting.

Christina Beach, 409 W. 5th, asked the Council to reconsider banning use of fireworks.

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

Approval of agenda

June 5, 2017 Minutes

Application - A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor License and Sunday Sales Privilege for Indy 66 West - 2001 W. 2nd Avenue

Resolution No. 2017-75 setting July 17, 2017 as a public hearing and first consideration of a request from Sharon Hulen to rezone the 400-500 Block of East Hillcrest Avenue and the 1700 Block of North Jefferson Way from A-1 (agriculture) to C-2 (highway commercial) – The complete resolution may be viewed at the City Clerk's Office

Resolution No. 2017-76 setting July 17, 2017 as a public hearing and first consideration of a request from Jake Doering, DBA Doering Properties LLC, to rezone Lot #5 except the North 110' of Leonard Subdivision Plat # 2, locally known as the 400 Block of South Spruce Street from C-2 (Highway Commercial) to R-3 (Mixed Residential) with a condition (The complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2017-77 naming depositories (The complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2017-78 renewing the worker's compensation, life and accident and equipment insurance for FY 17/18 (The complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2017-79 amending a contract with HGACBUY Interlocal (The complete resolution may be viewed at the City Clerk's Office)

Street closure request from Crimson Anchor for an open house and ribbon cutting - June 29, 2017 from noon to 3:00 p.m. - request is to block off five parking spaces in front of their business located at 103 W. Salem Avenue

Street usage request from the National Balloon Classic for their annual parade - July 29, 2017 from 10:00 a.m. - noon - the parade will line up on Detroit Avenue by the Aquatic Center and

proceed on "E" Street, Girard Avenue, Howard Street, Salem Avenue and Buxton Street

Street usage request from Farmers Cooperative Company for a Furry Skurry 5K on July 15, 2017 from 7:00 a.m. - 11:30 a.m. - will begin at 2612 W. 2nd, north on North "Y", east on W. Euclid, north on North "W", east on West Henderson, south on "U", east on West Euclid, north on Kenwood and west on West 2nd (uses the bike trail and sidewalks)

Authorize past due sewer of \$2,194.62 recycling of \$476.09 and storm water fees or \$83.40 to be sent to the State Off-Set Program for collection

Prior approval applications for urban revitalization designation

Frank & Linda Jackson - 1217 S. 4th St. - SFD - \$174,500
Richard Stewart - 1209 Lancaster Way - SFD - \$180,630
Steger Construction - 621/623 E. Scenic Valley Avenue - Duplex - \$305,300
Autumn Ridge Development - 1505 W. Kentucky Avenue - SFD - \$132,000
Orton Homes - 1311 S. "O" Street - SFD - \$181,000
Steger Construction - 106 S. 19th Ct. - SFD - \$166,400
Autumn Ridge Development - 1501 W. Kentucky Avenue - SFD - \$154,300

Final approval applications for urban revitalization designation

Gound Breaker Homes - 1301 S. "O" Street - SFD - \$165,000

Claims on the computer printout for June 19, 2017 and the May 2017 receipts

The May 2017 Treasurer's report was approved on a motion by Pepper and seconded by Clark. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The discussion regarding the naming rights for the YMCA of Indianola was discussed at the Council Study Committee Meeting at 6:00 p.m. on June 19, 2017.

Clark moved and Ross seconded to approve the first consideration of an ordinance amending the code of ordinances of the City of Indianola, Iowa by amending provisions of the ordinance regarding fireworks use on certain July dates. Clark amended her motion to change the dates to July 2 and 3, 2017 from 9:00 a.m. to 10:00 p.m. and July 4, 2017 from 9:00 a.m. to 11:00 p.m. Ross seconded the motion. On roll call the vote was, AYES: Gezel, Southall, Parker, Ross and Clark. NAYS: Pepper. Whereupon the Mayor declared the motion carried.

A motion was made by Clark and seconded by Ross to amend the ordinance allowing the use of fireworks on July 2 and 3, 2017 from 9:00 a.m. to 10:00 p.m. and July 4, 2017 from 9:00 a.m. to 11:00 p.m. On roll call the vote was, AYES: Gezel, Southall, Parker, Ross and Clark. NAYS: Pepper. Whereupon the Mayor declared the motion carried.

It was moved by Ross and seconded by Gezel to suspend the rules requiring an ordinance to be considered at three separate meetings before its adoption and adopt ORDINANCE NO. 1570 entitled, "AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, BY AMENDING PROVISIONS OF THE ORDINANCE REGARDING FIREWORKS USE ON CERTAIN JULY DATES." On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall, Parker and Ross. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

The following resolution entitled, "RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH THE STATE OF IOWA FOR THE MEDIAN PROJECT", was approved on a motion by Ross and seconded by Gezel. On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall, Parker and Ross. NAYS: None. Whereupon the Mayor declared the motion carried

unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-80
RESOLUTION APPROVING A REIMBURSEMENT AGREEMENT WITH THE STATE OF
IOWA FOR THE MEDIAN PROJECT

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

A public hearing and first consideration of a request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South "Y" Street from A-1 (Agriculture) to R-1 (Single Family Residential) was held. There were no objections either oral or written. Ross moved and Pepper seconded to approve the first consideration of this request. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

A public hearing and first consideration for a final tax abatement - 1400 East Iowa Avenue was held. There were no objections either oral or written. It was moved by Pepper and seconded by Ross to approve the first consideration of this request. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The second consideration of a request from Dwayne L. and Claire E. Henry and Sunset Corners LLC to purchase the south 1/2 of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa was approved on a motion by Southall and seconded by Ross. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Upon the final consideration of an ordinance amending the City's Sign Code, Pepper moved and Parker seconded to adopt ORDINANCE NO. 1571 entitled, "AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 155 "SIGN CODE". On roll call the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

A motion was made by Southall and seconded by Ross to approve the following resolution entitled, "RESOLUTION APPROVING AN AGREEMENT WITH CAPITAL CITY EQUIPMENT FOR PURCHASING A MOWER FOR THE PARK'S DEPARTMENT IN AN AMOUNT OF \$22,621." On roll call the vote was, AYES: Parker, Ross, Clark, Pepper, Gezel and Southall. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-81
RESOLUTION APPROVING AN AGREEMENT WITH CAPITAL CITY EQUIPMENT FOR
PURCHASING A MOWER FOR THE PARK'S DEPARTMENT IN AN AMOUNT OF \$22,621

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

Pepper moved and Parker seconded to approve the following resolution entitled, "RESOLUTION AMENDING THE CITY'S FY 18 FEE SCHEDULE FOR AMBULANCE FEES AND SITE PLAN FEES FOR THE SALE OF FIREWORKS." On roll call the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-82
RESOLUTION AMENDING THE CITY'S FY 18 FEE SCHEDULE FOR AMBULANCE FEES AND
SITE PLAN FEES FOR THE SALE OF FIREWORKS

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

The Mayor and Council discussed amending the listing agreements with Exit Realty for the sale of real estate owned by the City of Indianola. It was the consensus of the Council to place this item on the July 3, 2017 council agenda.

The Mayor and Council discussed Resolution #2017-56 that approved the audit services for the City of Indianola and the Indianola Municipal Utilities. It was the consensus of the Council to authorize staff to contact Denman and Company LLP to see if they would perform the City's audit only for the amount that was bid or if the City will need to send out an RFP.

Dave Button, Police Chief, presented the Police Department request regarding two full-time and two part-time clerical staff. This item will be placed on the July 3, 2017 council agenda.

Chuck Burgin, Community Development Director, presented the RFP for the blight assessment that is part of the residential abatement program review. Proposal will be received on July 10, 2017 and will be brought to Council on July 17, 2017. This RFP will be posted to the City's web site and Facebook page and the Iowa League of Cities web site.

The Mayor and Council discussed the position of the City Prosecutor. Ryan Ellis has resigned his position as the City's Prosecutor. It was consensus of the Council to appoint Brick Gentry Law Firm as the City Prosecutor for three months. This item will be placed on the July 3, 2017 council agenda. Staff was also authorized to develop an RFP for a City Prosecutor.

The Mayor and Council discussed the FY 18/19 budget calendar.

Doug Bylund, Park and Recreation Director presented the RFP for softball field repairs at Pickard Park. Bids will be received on July 6, 2017 and will be brought to Council on July 17, 2017. The RFP will be posted to the City's web site and Facebook page and the Iowa League of Cities web site.

Council consensus was to proceed with the City's annual engineering agreement with HR Green and to place on the July 3, 2017 council agenda for approval.

Southall moved to approve the following resolution entitled, "RESOLUTION APPROVING AN AGREEMENT WITH ELECTRIC PUMP FOR THE PLAINVIEW LIFT STATION PUMP REPLACEMENT IN AN AMOUNT OF \$10,195." Ross seconded the motion to adopt. On roll call the vote was, AYES: Parker, Ross, Clark, Pepper, Gezel and Southall. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-83
RESOLUTION APPROVING AN AGREEMENT WITH ELECTRIC PUMP FOR THE PLAINVIEW
LIFT STATION PUMP REPLACEMENT IN AN AMOUNT OF \$10,195

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

Pepper moved and Parker seconded to adopt the following resolution entitled "RESOLUTION APPROVING SALARIES." On roll call the vote was, AYES: Gezel, Parker, Ross, Clark and Pepper. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-84 APPROVING SALARIES

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

It was moved by Pepper and seconded by Parker to enter into closed session to discuss labor

negotiations pursuant to Iowa Code Section 20.17(3). On roll call the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously.

Parker moved and Pepper seconded to return to regular session. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The following Resolution approving the tentative labor contracts between the City of Indianola and Construction Public Employees LiUNA Local 177 and the General Unit was approved on a motion by Parker and seconded by Pepper. On roll call the vote was, AYES: Ross, Clark, Pepper, Gezel, Southall and Parker. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-85
RESOLUTION APPROVING THE TENTATIVE LABOR CONTRACTS
BETWEEN THE CITY OF INDIANOLA AND CONSTRUCTION
PUBLIC EMPLOYEES LiUNA LOCAL 177 AND THE
GENERAL UNIT

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

Council member Pepper moved and Parker seconded to approve the following resolution entitled, "RESOLUTION SETTING THE SALARIES AND BENEFITS FOR APPOINTED OFFICERS AND EMPLOYEES OF THE CITY OF INDIANOLA FOR THE PERIOD BEGINNING JUNE 25, 2017." On Roll call the vote was, AYES: Gezel, Southall, Parker, Ross, Clark and Pepper. NAYS: None. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-86
RESOLUTION SETTING THE SALARIES AND BENEFITS FOR APPOINTED OFFICERS AND
EMPLOYEES OF THE CITY OF INDIANOLA FOR THE PERIOD BEGINNING JUNE 25, 2017

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

Meeting adjourned at 9:15 p.m. on a motion by Ross and seconded by Pepper.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

SPECIAL SESSION – JUNE 28, 2017

The City Council met in special session at 10:00 a.m. on June 28, 2017. Mayor Kelly Shaw (via phone) called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, John Parker (via phone), Pam Pepper (via phone) and Brad Ross (via phone). Absent: Greta Southall.

The claims on the computer printout for June 28, 2018 was approved on a motion by Clark and seconded by Parker. On roll call the vote was, AYES: Pepper, Gezel, Parker, Ross and Clark. NAYS: None. ABSENT: Southall. Whereupon the Mayor declared the motion carried unanimously.

Meeting adjourned at 10:05 a.m. on a motion by Clark and seconded by Ross.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

Meeting Date: 07/03/2017

Subject

Resolution amending Resolution No. 2016-119 regarding the listing agreements with Exit Realty North Star for the sale of real estate owned by the City of Indianola

Information

The City Council needs to consider the resolution (packet) amending the following listing agreements extending the agreements until October 31, 2017 to allow for a full year. In November of 2016 the City Council amended the resolution to include a commission, but the term was not extended so the agreement would be a full year.

203 W. 2nd Avenue
401 E. Euclid
910 E. 2nd
410 S. Jefferson Way

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2017-____

**RESOLUTION AMENDING RESOLUTION NO. 2016-119 REGARDING
THE LISTING AGREEMENTS WITH EXIT REALTY NORTH STAR
FOR THE SALE OF REAL ESTATE OWNED BY THE CITY OF
INDIANOLA**

WHEREAS, the City has acquired certain real estate through its D & D program including the properties at 401 E Euclid, 410 S Jefferson Way, 910 E 2nd Avenue and 203 W 2nd Avenue; and

WHEREAS, the City Council previously approved these listing agreements on September 19, 2016 and on November 21, 2016; and

WHEREAS, the City Council wishes to extend the previously approved listing agreements from June 30, 2017 until October 31, 2017; and

WHEREAS, the City of Indianola believes it is in the best interest of the city to list the property with a local realtor under the new terms and conditions; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, the City shall continue to engage EXIT Realty North Star to market the properties until October 31, 2017.

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute any and all documents 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 3rd day of July, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 07/03/2017

Subject

Resolution amending the City's staffing plan providing for additional clerical staff for the Police Department

Information

In your packet is the resolution amending the City's staffing plan and providing for additional clerical staffing for the Police Department. Police Chief Dave Button discussed this item at the June 19, 2017 meeting (see memo).

Fiscal Impact

Attachments

Memo

Resolution

City Staffing Plan

CITY OF INDIANOLA

Dave Button
Chief of Police

**POLICE DEPARTMENT**

Brian Sher
Captain

Integrity Professionalism Dedication

To: Mayor Kelly B. Shaw & City Council Members

Cc: City Manager Ryan Waller

From: Dave Button, Chief of Police

Date: 6/13/17

Regarding: Hiring Part Time Clerical Assistants

IPD is currently budgeted for one full-time clerical assistant (40 hours per week) and two part-time clerical assistants (each work 32 hours per week due to operational need). The approved FY 18 budget maintained this level of staffing. However, federal law mandates that 32-hour employees are considered full-time and will be eligible for the City's insurance program. Due to increased workload of the clerical assistants, reducing their hours to less than 32 per week is not feasible.

Part-time clerical assistant Debbie Neer resigned from IPD recently. Since she was to be considered a full-time employee, she was scheduled to gross \$35,524.32 annually. Family health insurance for her is estimated to have cost \$20,300 annually. Rather than replace her position (32+ hours per week), IPD is requesting to implement the proposal shown below:

CURRENT:

<u>FY 17:</u>	<u>Full-time</u>	<u>Part-time</u>	<u>Part-time</u>
Name:	Denning	Bruce	Neer
<u>FY 18:</u>	<u>Full-time(40hr)</u>	<u>Part-time(32+hr)</u>	<u>Part-time(32+hr)</u>
Name:	Denning	Bruce	TBD
Salary:	\$35,661.60	\$35,524.32	\$35,524.32

Total FY18 approved budget salary for clerical: \$106,710.24

PROPOSED:

	<u>Full-time(40hr)</u>	<u>Full-time(40hr)</u>	<u>Part-time(22hr)</u>	<u>Part-time(22hr)</u>
Name:	Denning	Bruce	TBD	TBD
Salary:	\$35,661.60	\$35,524.32	\$16,033.16	\$16,033.16

Total proposed clerical salary: \$103,252.24

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www.indianolaiowa.gov • dbutton@indianolaiowa.gov

CITY OF INDIANOLA

Dave Button
Chief of Police



POLICE DEPARTMENT

Brian Sher
Captain

Integrity Professionalism Dedication

Each part-time clerical assistant will work 22 hour weeks at an annual gross salary of \$16,033.16 each (\$32,066.32 combined), and neither will qualify for benefits.

IPD's office hours will be staffed the same as they are currently so there will be no negative impact to the community. The part-time clerical assistants will work either a Friday and Saturday, or a Sunday and Monday with the flexibility to switch those days between them if they desire. The two full-time clerical assistants will then work four 10 hour days with three days off, instead of accumulating overtime as they cover clerical shifts. This also allows for the administrative assistant to cross-train the full-time assistants in her duties so they can adequately fill in when she is out of the office.

This suggested reorganization benefits IPD by providing more manpower to fill in for the full-time clerical assistants when they are in training or utilizing sick leave or vacation. Currently, IPD's administrative assistant fills in and handles the clerical duties in addition to her own responsibilities. Clerical assistant duties have increased over the years. Officer calls for service have increased, generating more reports. Each report is reviewed by clerical assistants for accuracy and dissemination to appropriate parties such as supervisors, county attorneys, or city attorneys. Also, the state of Iowa has switched from paper filing to electronic filing (EDMS) for virtually all court matters. Paperwork that officers previously filled out themselves to deliver to the courts now are entered electronically by clerical assistants.

Budgets for FY17 and FY18 authorize IPD one full-time and two part-time clerical assistants. The proposed reorganization to two full-time clerical assistants and two part-time clerical assistants needs approval of the Indianola City Council as it will increase IPD's authorized strength from 24 to 25 employees. However, the change will result in financial savings to the city, added clerical coverage, less clerical overtime, and increased flexibility for the clerical staff.

I respectfully ask the Indianola City Council to approve this manpower increase request. Please contact me with any questions, comments, or concerns that you may have.

Dave Button
Chief of Police

RESOLUTION NO. 2017-_____

RESOLUTION AMENDING THE CITY'S STAFFING PLAN PROVIDING FOR
ADDITIONAL CLERICAL STAFF FOR THE POLICE DEPARTMENT

WHEREAS, the City Council approved the City's Staffing Plan on March 6, 2017; and

WHEREAS, the City's budget incorporates the City's Staffing Plan; and

WHEREAS, the Indianola Police Department has requested that one full-time and two part-time clerical positions be established in order to provide the necessary services within our community; and

WHEREAS, adding one additional full-time and two part-time clerical positions will save the City approximately \$3,500 a year; and

WHEREAS, this additional staffing will bring the Indianola Police Department to two full-time and two part-time clerical positions in the Indianola Police Department; and

WHEREAS, this change will result in financial savings to the City, added clerical coverage, less clerical overtime and increased flexibility for the clerical staff; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola do hereby amend the City's Staffing Plan as attached to this resolution, and authorizes the additional clerical staffing for the Indianola Police Department.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

CITY STAFFING PLAN

Department	Position Title	# of Authorized Positions	# of Proposed Positions
General Government	City Manager	1	
General Government	City Clerk	1	
Finance	Finance Director	1	
Finance	Administrative Bookkeeper	1	
Human Resources	HR Director	1	
Information Technology	IT Director	1	
Information Technology	Technical Services Assistant	1	
Community Development	Community Development Director	1	
Community Development	Inspector	1	
Community Development	Office Manager	1	
Police	Chief	1	
Police	Captain	1	
Police	Lieutenant	1	
Police	Detective	2	
Police	Sergeant	3	
Police	Officer	12	
Police	Office Manager	1	
Police	Clerical Assistant, Full Time	1	2
Police	Clerical Assistant, Part Time	2	
Fire	Chief	1	
Fire	Deputy Chief of Training	1	
Fire	Firefighters/Paramedics, Full Time	6	
Fire	EMS Billing Clerk	1	
Fire	Deputy Chief, Paid On Call	1	
Fire	Lieutenant, Paid On Call	1	
Fire	Captain, Paid On Call	3	
Fire	Firefighter/EMT, Paid On Call	5	
Fire	Firefighter/EMT, Part Time/Paid On Call	28	
Library	Library Director	1	
Library	Technical Services Assistant	1	
Library	Librarian, Children's Services	1	
Library	Librarian, Patron Services	1	
Library	Library Assistant, Part Time	4	
P&R	P&R Director	1	
P&R	Recreation Superintendent	1	
P&R	Parks Superintendent	1	
P&R	Public Marketing Coordinator	1	
P&R	Recreation Coordinator	1	

Department	Position Title	# of Authorized Positions	# of Proposed Positions
P&R	Clerical Assistant, Part Time	1	
P&R	Park Technician III	1	
P&R	Park Technician I	1	
P&R	Horticulturist	1	
Street	Street Superintendent	1	
Street	Heavy Equipment Operator	2	
Street	Medium Equipement Operator	3	
Street	Light Equipment Operator	1	
Street	Street Sweeper, Part Time	1	
Sewer	Wastewater Superintendent	1	
Sewer	Wastewater Operators	4	
Sewer	Wastewater Apprentice	1	

Totals:

FT Current = 66, FT Proposed = 68

PT Current = 46, PT Proposed = 46

Meeting Date: 07/03/2017

Subject

Resolution appointing Brick Gentry Law Firm as the City's Prosecutor for an interim period of three months

Information

It was the Council's consensus at the June 19, 2017 meeting to appoint Brick Gentry Law Firm as the City Prosecutor for an interim period of three months due to the resignation of Ryan Ellis effective June 30, 2017.

In your packet is the resolution approving Brick Gentry Law Firm as the City Prosecutor for an interim period of three months.

Fiscal Impact

Attachments

Ryan Ellis Letter
Resolution

ELLIS LAW OFFICES, P.C.

Ryan J. Ellis

Ryan@ellislawpc.com

**Also Licensed In Nebraska*

209 N. Buxton Street

Indianola, Iowa 50125

FAX 515/961-2779

TELEPHONE 515/962-9080

Nicholas A. Carda

Nick@ellislawpc.com

**Also Licensed In South Dakota*

June 5, 2017

Ryan Waller
City of Indianola
PO Box 299
Indianola, IA 50125

RE: Letter of Resignation

Dear Mr. Waller:

This letter is to inform you that I am resigning as Prosecutor for the City of Indianola effective June 30, 2017.

I have thoroughly enjoyed working with you, IPD Chief Button, and the great officers of the Indianola Police Department. I have been honored to serve the citizens of Indianola and I take pride in the work I have done.

Thank you for this opportunity and your understanding.

Sincerely,



Ryan J. Ellis

RESOLUTION NO. 2017-____

**RESOLUTION APPOINTING BRICK GENTRY LAW FIRM
AS THE CITY'S PROSECUTOR FOR AN INTERIM
PERIOD OF THREE MONTH**

WHEREAS, the current City of Indianola's Prosecutor for violations of criminal code ordinances has resigned; and

WHEREAS, the City Council deems it appropriate to approve an interim period of three months contract with Brick Gentry Law Firm to complete municipal infraction prosecutions.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that the Brick Gentry Law Firm is hereby authorized to resolve matters related to civil infraction violations under the Indianola Code.

IT IS HEREBY FURTHER RESOLVED that the Brick Gentry Law Firm is authorized and directed to work directly with the Indianola Police Department and Department of Community Development in enforcing ordinances within the City of Indianola, Iowa.

APPROVED this 3rd day of July, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 07/03/2017

Subject

Resolution approving the City's annual engineering agreement with HR Green

Information

In your packet is the resolution approving the engineering agreement (packet) that provides a framework for HR Green to work on an on-call basis for tasks the City authorizes. The annual contract value for previous year's agreements have not exceeded \$50,000.00. Highlights of those agreement includes:

- Evaluation of infrastructure and condition assessments
- Advisory services regarding IDNR regulations and position
- Development assistance and consulting
- Project financing assistance
- Permitting assistance
- Assistance with minor projects
- Reviewing technical proposals
- Infiltration and inflow elimination programming and recommendations

Fiscal Impact

Attachments

Resolution
Agreement

RESOLUTION NO. 2017-____

RESOLUTION APPROVING AN ENGINEERING SERVICES
AGREEMENT WITH HR GREEN

WHEREAS, the City Council of the City of Indianola is in need of engaging a contractor for Wastewater General Engineering Services for the Wastewater Pollution Control Plant; and

WHEREAS, the attached service agreement for Wastewater General Engineering Services for the Wastewater Pollution Control Plant between the City of Indianola and HR Green in an amount not to exceed \$50,000 is hereby approved.

NOW, THEREFORE BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the Mayor and City staff are directed to execute all necessary documents and delivered in accordance with law.

Passed and approved this 3rd day of July, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

2017 General Wastewater Engineering Services

City of Indianola
110 North 1st Street
Indianola, Iowa 50125-0299
(515) 961-9410

Jim Rasmussen, Vice President
HR Green, Inc.
5525 Merle Hay Road
Johnston, IA 50131

June 19, 2017

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between City of Indianola, Iowa (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The Client has retained Company to provide general engineering services to support their wastewater needs.

This agreement is intended to be for ongoing engineering services support and therefore does not have a defined scope of services. The following Engineering Services identifies services that may be provided by the Engineer upon request but is not intended to be inclusive of all services that may be provided. Additional related engineering services not identified below may also be provided upon request.

It is anticipated that separate agreements, outside of this general engineering services agreement, will be executed for individual projects or tasks where the anticipated total hours of effort will exceed 80 hours of services.

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

General Wastewater Services

- Evaluation of infrastructure and condition assessments
- Advisory services regarding IDNR regulations and positions
- Development assistance and consulting
- Project financing assistance
- Rate reviews – not complete rate studies
- Permitting assistance
- Attend Council meetings as needed to support staff
- Assistance for minor projects (generally projects less than \$100,000 in construction costs) where the City directly selects or is the contractor and does not require full Contract Documents and a letting
- Assisting with selection of replacement equipment
- Reviewing technical proposals
- Assistance on a minor aspect of a large major project not designed by HR Green (example- provide construction staking, construction observation, review of electrical service requirements, etc)
- Minor GIS & GPS services
- Capital improvements planning for treatment and collection system improvements
- Wastewater treatment plant optimization
- Infiltration and inflow elimination programming and recommendations
- Assistance with pilot testing of wastewater equipment/technologies
- Assistance with subcontractors to provide geotechnical or surveying services
- Other requested services by CLIENT

3.0 Items not included in Agreement/Supplemental Services

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

4.0 Client Responsibilities

CLIENT must authorize COMPANY to do work by specific task up to the maximum value of this agreement. Authorization must be in written form.

5.0 Professional Services Fee

5.1 Fees

Since this agreement does not have a defined scope of services, accordingly this agreement will have a maximum value of \$50,000.00 but will be based on hourly rates and applicable expenses as indicated below for ongoing services requested by the Client.

First 80 Hours of Service Per Month

In order to recognize the Client's commitment to this ongoing relationship, the fee for the first forty (40) hours of HR Green's Project Manager time will be invoiced at a reduced rate of \$150.00 per hour and the first forty (40) of Project Engineer or Project Staff below the project manager level will be invoiced at a discounted rate of \$100.00 per hour. The Discounted Billing Rate Schedule is effective July 1, 2017 through June 30, 2018.

Service Per Month Exceeding First 80 Hours

The fee for general engineering services beyond the first eighty (80) hours per month will be according to HR Green Inc.'s Standard Billing Rate Schedule. The Standard Billing Rate Schedule effective through December 31, 2017 is attached.

5.1.1.1 TERM OF AGREEMENT

This agreement regarding general engineering services will be in affect from the date of this agreement until June 30, 2018, unless terminated in accordance with the terms of this agreement.

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the work is done.

5.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability

whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

5.3 Extra Work

Any work required but not included as part of this contract shall be considered extra work. Extra work will be billed on a Time and Material basis with prior approval of the CLIENT.

5.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These work items are considered extra and are billed separately on an hourly basis.

5.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Per current Rate Schedule as delineated in Section 5.1 of this agreement.

6.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

6.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

6.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra work or services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

6.3 Time Limit and Commencement of Work

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The work will be commenced immediately upon receipt of this signed Agreement.

6.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

6.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

6.6 Insurance

COMPANY will maintain insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage arising from the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

6.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the work is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the work not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

6.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

6.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

6.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

6.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this project to carry out the intent of this provision.

6.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

6.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

Arbitration. In the event the parties to this Agreement are unable to reach a settlement of any dispute arising out of the services under this Agreement, involving an amount of less than \$50,000, in Mediation, then such disputes shall be settled by binding arbitration by an arbitrator to be mutually agreed upon by the parties, and shall proceed in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. If the parties cannot agree on a single arbitrator, then the arbitrator(s) shall be selected in accordance with the above-referenced rules.

6.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the party justly entitled thereto. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

6.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

6.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

6.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY, and agrees to defend, indemnify and hold COMPANY harmless from any claim for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

6.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

6.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to defend, indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. After 40 days, at the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the COMPANY from any damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, arising out of or connected in any way with the services performed by other consultants engaged by the CLIENT.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Work.

6.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused

by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

6.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, COMPANY and COMPANY'S consultants shall be indemnified and shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

6.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

6.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c)

state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

6.25 Limitation of Liability

The CLIENT agrees, to the fullest extent permitted by law, to limit the liability of COMPANY and COMPANY's officers, directors, partners, employees, shareholders, owners and subconsultants to the CLIENT for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of COMPANY and its officers, directors, partners, employees, shareholders, owners and subconsultants to all those named shall not exceed COMPANY'S total fee received for services rendered on this project or \$50,000.00, whichever is less. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Work cannot begin until COMPANY receives a signed agreement. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.



James R. Rasmussen, Vice President

June 14, 2017

Date

CITY OF INDIANOLA

Accepted by: _____

Printed/Typed Name: _____

Title: _____ Date: _____



HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2017

Professional Services	Billing Rate Range
Principal	\$195- \$280
Senior Professional	\$165- \$250
Professional	\$110- \$180
Junior Professional	\$85- \$135
Senior Technician	\$95- \$130
Technician	\$45- \$115
Senior Field Personnel	\$100- \$165
Field Personnel	\$60- \$145
Junior Field Personnel	\$50- \$90
Administrative Coordinator	\$100-\$140
Administrative	\$55- \$115
Corporate Admin	\$70- \$120

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be reimbursed per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be reimbursed on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.

Meeting Date: 07/03/2017

Subject

Street usage request from First Baptist Church for a Community Yard Sale on July 22, 2017 from 7:00 a.m. - 5:00 p.m. - request is to close the alley on the east side of the church

Information

In your packet is the request from the First Baptist Church to hold a community yard sale on July 22, 2017 from 7:00 a.m. - 5:00 p.m. The request is to close the alley east of the church. All the paperwork is in order and staff has approved.

Fiscal Impact

Attachments

Event Application

Date: 6/21/17

Event Application

For Community Yard Sale - First Baptist Church

Event Date : July 22, 2017 (7:00 a.m. - 5:00 p.m.)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Jason Grismore <i>Bart Weller</i>	<u><i>L BW</i></u>	<u></u>
Fire Department – Greg Chia	<u><i>GMC</i></u>	<u></u>
Police Department – Brian Sher	<u><i>BS</i></u>	<u></u>
HR & Risk Manager – Melissa McCoy	<u><i>mm</i></u>	<u></u>
City Manager – Ryan Waller	<u><i>R</i></u>	<u></u>
Chamber of Commerce	Fax: 961-9753	

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name:

Community Yard Sale

Event Type (Check all that apply):

☐ Parade

☐ Bike Ride/Race

☐ Concert

Running Event: Fun Run ☐ Timed Race ☐

Will trails/sidewalks be utilized? Yes ☐ No ☐

☒ Other (please specify): Community Yard Sale

Date/Time of Event:

Sat. July 22nd 7am-4pm

Location of Event:

First Baptist Church 200 E. 1st ave

Event Sponsor(s):

Contact Information:

Organization: First Baptist Church

Contact Name: Jennifer Hayes

Address: _____

Telephone Number: _____

Cell Phone Number: 515-631-8428

Fax Number: _____

Email Address: MJHChery@aol.com

Today's Date: June 16, 2017

Anticipated Attendance:

_____ Per Day

_____ Total

Event Information:

Setup Begins	Date: <u>7-22</u>	Time: <u>7am</u>	Day of Week: <u>Sat.</u>
Event Starts	Date: <u>7-22</u>	Time: <u>9am</u>	Day of Week: <u>Sat.</u>
Event Ends	Date: <u>7-22</u>	Time: <u>3pm</u>	Day of Week: <u>Sat.</u>
Dismantle	Date: <u>7-22</u>	Time: <u>5pm</u>	Day of Week: <u>Sat.</u>

Jennifer Hayes
Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:

The First Baptist Church is holding a community yard sale. Members of the comm. can rent a table & space to sell their own stuff.

Please describe what streets, trails or parks you are planning to close or use:

We would like to close the alley on the east side of the church.

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

To put up baracades blocking alley

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

call 911 and move baracades so emergency ~~vehicles~~ vehicles can get thru.

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

Individuals will remove their own items. Church dumpster available for trash.

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

RETURN PERMIT APPLICATION TO:

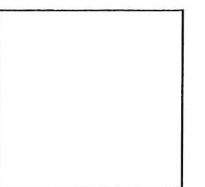
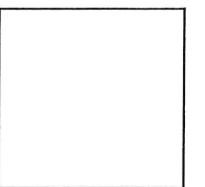
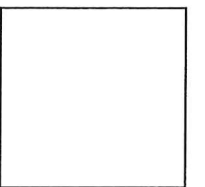
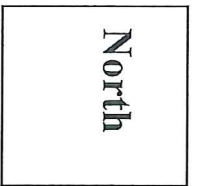
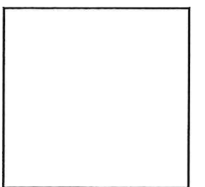
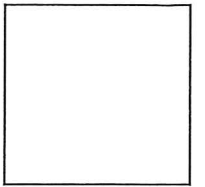
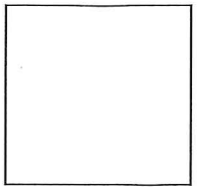
110 North First Street, PO Box 299

Indianola, Iowa 50125

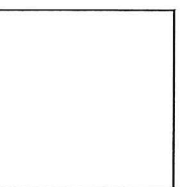
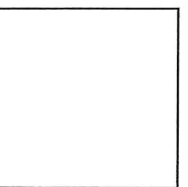
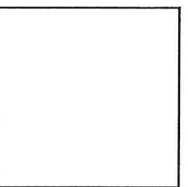
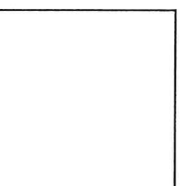
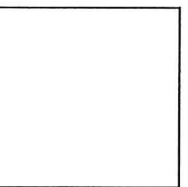
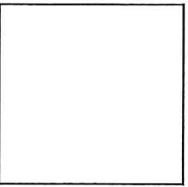
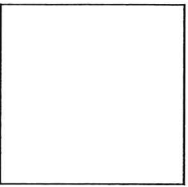
Phone: 515-961-9410 Fax: 515-961-9402

www.indianolaiowa.gov

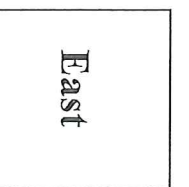
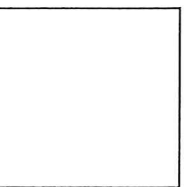
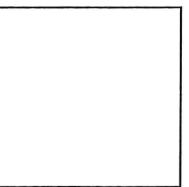
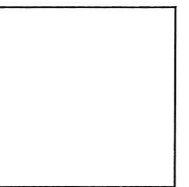
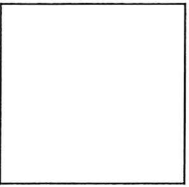
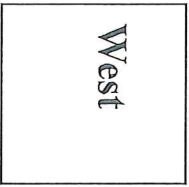
E-Mail: dbowlin@cityofindianola.com



Boston Avenue



Ashland Avenue



Salem Avenue

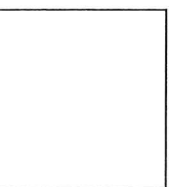
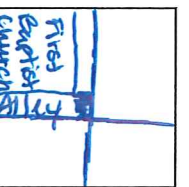
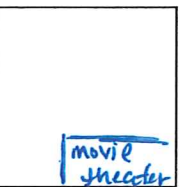
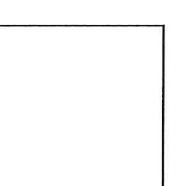
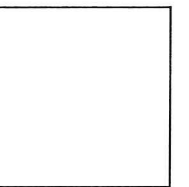
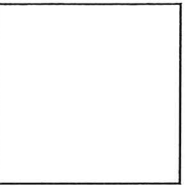
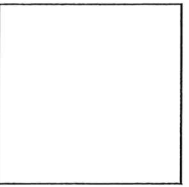
C St.

B St.

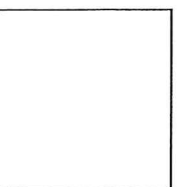
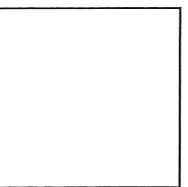
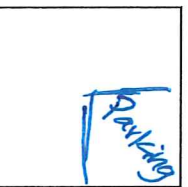
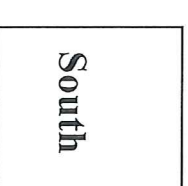
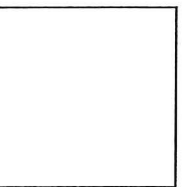
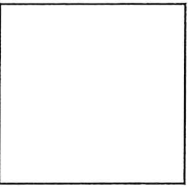
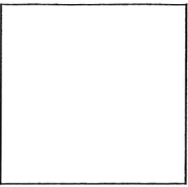
Buxton St.

Howard St.

First St.



First Avenue



Highway 92

Highway 65/69

Meeting Date: 07/03/2017

Subject

Street usage request from the Warren County Historical Society - Log Cabin Days Parade - September 23, 2017 from 9:00 a.m. - 11:00 a.m. - the parade will start at the Warren County Administration Building, south on Buxton, east on Ashland, south on Howard, west on Salem to the Warren County Fairgrounds

Information

The Warren County Historical Society is requesting to use the following streets for their annual Log Cabin Festival Parade (Buxton, Ashland, Howard and Salem) on September 23, 2017. Setup will begin at 9:00 a.m. and the parade will start at 10:00 a.m. The paper work is in order and staff has approved. The application was received on June 8, 2017.

Fiscal Impact

Attachments

Event Application

Date: 6/8/17

Event Application

For Log Cabin Day Parade

Event Date : September 23, 2017 (10:00 a.m.)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Jason Grismore	<u>JG</u>	<u></u>
Fire Department – Greg Chia	<u>AGC</u>	<u></u>
Police Department – Brian Sher	<u>BS</u>	<u></u>
City Manager – Ryan Waller	<u>RW</u>	<u></u>
HR & Risk Manager – Melissa McCoy	<u>mm</u>	<u></u>
Chamber of Commerce		

Fax: 961-9753

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Warren Co Historical Society

Event Name:

Log Cabin Parade

Event Type (Check all that apply):



Parade



Bike Ride/Race



Concert

Running Event: Fun Run ☐ Timed Race ☐

Will trails/sidewalks be utilized? Yes ☐ No ☐

☐ Other (please specify): _____

Date/Time of Event:

10:00 Sept 23rd Saturday 2017

Location of Event:

Warren Co Fairgrounds

Event Sponsor(s):

Warren Co Historical Society

Contact Information:

Organization:

Warren Co Historical Society

Contact Name:

Darlene Lawyer

Address:

1201 North C Street Indianola, Iowa

Telephone Number:

515-556-7413

Cell Phone Number:

515-556-7413

Fax Number:

Email Address:

Today's Date:

May 18th 2017

Anticipated Attendance:

Per Day

Total

Event Information:

Setup Begins	Date: 9/15	Time 11:00	Day of Week Saturday
Event Starts	Date: _____	Time _____	Day of Week _____
Event Ends	Date: _____	Time _____	Day of Week _____
Dismantle	Date: _____	Time _____	Day of Week _____

Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event:

Parade around town square to Warren Co Fairgrounds
Buxton Street around square to Ashland

Please describe what streets, trails or parks you are planning to close or use:

Close part of Buxton Street and Boston Street

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

We will have people along route during the parade and go back over route after the parade

Please describe your emergency/medical plan, including your communication procedures.

Attach additional sheets if necessary.

We have the police dept
Iowa State Patrol and Fire Trucks in parade
to Sheriff's Dept

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

After parade has gone through the route to pick up garbage or waste.

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Highway 92

South

First Avenue

Salmon Avenue

Courthouse

Ashland Avenue

Boston Avenue

North

Highway 65/69

East

Log Cabin
Days Parade

West

C St.

B St.

Buxton St.

Howard St.

First St.

Subject

Claims on the computer printout for July 3, 2017

Information

Fiscal Impact

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
DES MOINES METRO OPERA	001-5100-64130	OPERA PROG SPONSORSHIP	05/23/2017	18,000.00
IA COMMUNITIES ASSURANCE	001-6500-64082	LIABILITY	06/28/2017	7,282.06
IA COMMUNITIES ASSURANCE	001-6500-64083	PROPERTY	06/28/2017	16,077.07
IA COMMUNITIES ASSURANCE	001-1700-64081	AUTO	06/28/2017	53.66
IA COMMUNITIES ASSURANCE	001-6210-64081	AUTO	06/28/2017	52.75
INFOMAX OFFICE SYSTEMS IN	001-1700-64990	PRINTER/COPIER LEASE CHARGES	06/22/2017	243.55
LEIGHTRONIX	001-6210-67245	ANNUAL ON DEMAND SERVICE	06/09/2017	2,388.00
SHULL, DOUG	001-6500-64990	TREASURER CONTRACT	06/28/2017	83.33
SNYDER & ASSOCIATES INC	001-5200-65070	ENGINEERING SERVICES	05/24/2017	660.00
SNYDER & ASSOCIATES INC	001-5200-65070	ENGINEERING SERVICES	05/24/2017	483.00
TENSION ENVELOPE CORP DM	001-6200-65070	PAYROLL ENVELOPES	06/26/2017	113.85
Total GENERAL FUND:				45,437.27
POLICE FUND				
IA COMMUNITIES ASSURANCE	011-1100-64082	LIABILITY	06/28/2017	11,358.78
IA COMMUNITIES ASSURANCE	011-1100-64083	PROPERTY	06/28/2017	158.21
IA COMMUNITIES ASSURANCE	011-1100-64081	AUTO	06/28/2017	628.32
KIYA KODA HUMANE SOCIETY	011-1100-64137	HUMANE SOCIETY CONTRACT - JULY 2017	06/28/2017	2,412.74
Total POLICE FUND:				14,558.05
FIRE FUND				
IA COMMUNITIES ASSURANCE	015-1500-64082	LIABILITY	06/28/2017	1,414.22
IA COMMUNITIES ASSURANCE	015-1500-64083	PROPERTY	06/28/2017	320.24
IA COMMUNITIES ASSURANCE	015-1500-64081	AUTO	06/28/2017	7,497.24
Total FIRE FUND:				9,231.70
AMBULANCE FUND				
IA COMMUNITIES ASSURANCE	016-1600-64082	LIABILITY	06/28/2017	638.22
IA COMMUNITIES ASSURANCE	016-1600-64081	AUTO	06/28/2017	1,717.56
Total AMBULANCE FUND:				2,355.78
LIBRARY FUND				
IA COMMUNITIES ASSURANCE	041-4100-64082	LIABILITY	06/28/2017	314.30
IA COMMUNITIES ASSURANCE	041-4100-64083	PROPERTY	06/28/2017	3,393.17
Total LIBRARY FUND:				3,707.47
PARK & RECREATION FUND				
CRAWFORD, RICHARD L.	042-4200-64250	ADULT COED SB	06/22/2017	75.00
CRAWFORD, RICHARD L.	042-4200-64250	ADULT CHURCH LEAGUE SB	06/26/2017	100.00
IA COMMUNITIES ASSURANCE	042-4400-64081	AUTO	06/28/2017	55.90
IA COMMUNITIES ASSURANCE	042-4300-64081	AUTO	06/28/2017	193.45
IA COMMUNITIES ASSURANCE	042-4300-64083	PROPERTY	06/28/2017	2,502.23
IA COMMUNITIES ASSURANCE	042-4300-64082	LIABILITY	06/28/2017	2,119.04
IA COMMUNITIES ASSURANCE	042-4400-64083	PROPERTY	06/28/2017	3,850.44
IA COMMUNITIES ASSURANCE	042-4400-64082	LIABILITY	06/28/2017	1,170.66
INFOMAX OFFICE SYSTEMS IN	042-4200-65060	COPIES	06/16/2017	68.92
MC INTYRE, CRAIG	042-4200-64250	ADULT CHURCH LEAGUE SB	06/26/2017	100.00
MID AMERICAN ENERGY CO.	042-4200-63710	ACTIVITY CENTER UTILITIES	06/19/2017	38.16
MYERS, ROBERT	042-4200-64250	ADULT COED SB	06/22/2017	75.00
PARK, KRIS	042-4200-64250	ADULT CHURCH LEAGUE SB	06/26/2017	100.00
SIMPSON COLLEGE	042-4200-64205	ZONE STAFF WAGES	06/23/2017	443.44

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total PARK & RECREATION FUND:				10,892.24
POOL (MEMORIAL) FUND				
HAWKINS INC	045-4500-65011	CHLORINE	06/16/2017	511.50
HAWKINS INC	045-4500-65010	SODIUM BICARBONATE	06/16/2017	574.00
HAWKINS INC	045-4500-65010	CALCIUM FLAKES	06/16/2017	546.00
IA COMMUNITIES ASSURANCE	045-4500-64082	LIABILITY	06/28/2017	4,541.59
IA COMMUNITIES ASSURANCE	045-4500-64083	PROPERTY	06/28/2017	3,277.00
IOWA PRISON INDUSTRIES	045-4500-65090	CONCESSION SIGNAGE	06/19/2017	76.80
Total POOL (MEMORIAL) FUND:				9,526.89
ROAD USE TAX FUND				
BARCO MUNICIPAL PROD INC	110-2100-65074	TRAFFIC SIGNs	06/21/2017	528.88
IA COMMUNITIES ASSURANCE	110-2100-64081	AUTO	06/28/2017	2,255.68
IA COMMUNITIES ASSURANCE	110-2100-64082	LIABILITY	06/28/2017	2,728.58
IA COMMUNITIES ASSURANCE	110-2100-64083	PROPERTY	06/28/2017	4,135.38
O'REILLY AUTO PARTS	110-2100-63320	DIESEL SUPPLEMENT	06/27/2017	150.00
SNYDER & ASSOCIATES INC	110-2100-64070	ENGINEERING SERVICES	05/24/2017	120.00
SNYDER & ASSOCIATES INC	110-2100-64070	ENGINEERING SERVICES	05/24/2017	384.00
TITAN MACHINERY	110-2100-63320	SKID LAODER REPAIRS	06/19/2017	4,267.72
Total ROAD USE TAX FUND:				14,570.24
SEWER FUND				
IA COMMUNITIES ASSURANCE	610-8300-64083	PROPERTY	06/28/2017	13,225.22
IA COMMUNITIES ASSURANCE	610-8300-64081	AUTO	06/28/2017	1,490.31
IA COMMUNITIES ASSURANCE	610-8300-64082	LIABILITY	06/28/2017	3,706.99
INFOMAX OFFICE SYSTEMS IN	610-8300-64990	COPIER	06/22/2017	218.49
MUNICIPAL PIPE TOOL CO.	610-8325-63410	REPAIR REAR VIEW CAMERA	06/23/2017	150.53
Total SEWER FUND:				18,791.54
STORMWATER UTILITY FUND				
SNYDER & ASSOCIATES INC	650-9000-64070	STORMWATER	05/24/2017	858.00
SNYDER & ASSOCIATES INC	650-9000-64070	STORMWATER	05/24/2017	1,691.16
Total STORMWATER UTILITY FUND:				2,549.16
Grand Totals:				131,620.34

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BARCO MUNICIPAL PROD INC				
BARCO MUNICIPAL PROD INC	TRAFFIC SIGNS	06/21/2017	528.88	ROAD USE TAX FU
Total BARCO MUNICIPAL PROD INC:			528.88	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	ADULT COED SB	06/22/2017	75.00	PARK & RECREATI
CRAWFORD, RICHARD L.	ADULT CHURCH LEAGUE SB	06/26/2017	100.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			175.00	
DES MOINES METRO OPERA				
DES MOINES METRO OPERA	OPERA PROG SPONSORSHIP	05/23/2017	18,000.00	GENERAL FUND
Total DES MOINES METRO OPERA:			18,000.00	
HAWKINS INC				
HAWKINS INC	SODIUM BICARBONATE	06/16/2017	574.00	POOL (MEMORIAL)
HAWKINS INC	CHLORINE	06/16/2017	511.50	POOL (MEMORIAL)
HAWKINS INC	CALCIUM FLAKES	06/16/2017	546.00	POOL (MEMORIAL)
Total HAWKINS INC:			1,631.50	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	7,497.24	FIRE FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	2,119.04	PARK & RECREATI
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	3,850.44	PARK & RECREATI
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	7,282.06	GENERAL FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	16,077.07	GENERAL FUND
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	53.66	GENERAL FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	11,358.78	POLICE FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	158.21	POLICE FUND
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	52.75	GENERAL FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	2,728.58	ROAD USE TAX FU
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	4,135.38	ROAD USE TAX FU
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	628.32	POLICE FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	638.22	AMBULANCE FUN
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	2,502.23	PARK & RECREATI
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	1,717.56	AMBULANCE FUN
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	1,170.66	PARK & RECREATI
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	3,277.00	POOL (MEMORIAL)
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	55.90	PARK & RECREATI
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	314.30	LIBRARY FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	13,225.22	SEWER FUND
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	193.45	PARK & RECREATI
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	4,541.59	POOL (MEMORIAL)
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	3,393.17	LIBRARY FUND
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	2,255.68	ROAD USE TAX FU
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	1,414.22	FIRE FUND
IA COMMUNITIES ASSURANCE	PROPERTY	06/28/2017	320.24	FIRE FUND
IA COMMUNITIES ASSURANCE	AUTO	06/28/2017	1,490.31	SEWER FUND
IA COMMUNITIES ASSURANCE	LIABILITY	06/28/2017	3,706.99	SEWER FUND
Total IA COMMUNITIES ASSURANCE POOL:			96,158.27	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	COPIES	06/16/2017	68.92	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	PRINTER/COPIER LEASE CHARGES	06/22/2017	243.55	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
INFOMAX OFFICE SYSTEMS IN	COPIER	06/22/2017	218.49	SEWER FUND
Total INFOMAX OFFICE SYSTEMS INC.:			530.96	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	CONCESSION SIGNAGE	06/19/2017	76.80	POOL (MEMORIAL)
Total IOWA PRISON INDUSTRIES:			76.80	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - JULY 2017	06/28/2017	2,412.74	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,412.74	
LEIGHTRONIX				
LEIGHTRONIX	ANNUAL ON DEMAND SERVICE	06/09/2017	2,388.00	GENERAL FUND
Total LEIGHTRONIX:			2,388.00	
MC INTYRE, CRAIG				
MC INTYRE, CRAIG	ADULT CHURCH LEAGUE SB	06/26/2017	100.00	PARK & RECREATI
Total MC INTYRE, CRAIG:			100.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	06/19/2017	38.16	PARK & RECREATI
Total MID AMERICAN ENERGY CO.:			38.16	
MUNICIPAL PIPE TOOL CO.				
MUNICIPAL PIPE TOOL CO.	REPAIR REAR VIEW CAMERA	06/23/2017	150.53	SEWER FUND
Total MUNICIPAL PIPE TOOL CO.:			150.53	
MYERS, ROBERT				
MYERS, ROBERT	ADULT COED SB	06/22/2017	75.00	PARK & RECREATI
Total MYERS, ROBERT:			75.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	DIESEL SUPPLEMENT	06/27/2017	150.00	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			150.00	
PARK, KRIS				
PARK, KRIS	ADULT CHURCH LEAGUE SB	06/26/2017	100.00	PARK & RECREATI
Total PARK, KRIS:			100.00	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	06/28/2017	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMPSON COLLEGE				
SIMPSON COLLEGE	ZONE STAFF WAGES	06/23/2017	443.44	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total SIMPSON COLLEGE:			443.44	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	ENGINEERING SERVICES	05/24/2017	483.00	GENERAL FUND
SNYDER & ASSOCIATES INC	ENGINEERING SERVICES	05/24/2017	660.00	GENERAL FUND
SNYDER & ASSOCIATES INC	STORMWATER	05/24/2017	1,691.16	STORMWATER UTI
SNYDER & ASSOCIATES INC	ENGINEERING SERVICES	05/24/2017	384.00	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	STORMWATER	05/24/2017	858.00	STORMWATER UTI
SNYDER & ASSOCIATES INC	ENGINEERING SERVICES	05/24/2017	120.00	ROAD USE TAX FU
Total SNYDER & ASSOCIATES INC:			4,196.16	
TENSION ENVELOPE CORP DM				
TENSION ENVELOPE CORP DM	PAYROLL ENVELOPES	06/26/2017	113.85	GENERAL FUND
Total TENSION ENVELOPE CORP DM:			113.85	
TITAN MACHINERY				
TITAN MACHINERY	SKID LAODER REPAIRS	06/19/2017	4,267.72	ROAD USE TAX FU
Total TITAN MACHINERY:			4,267.72	
Grand Totals:			131,620.34	

City Council: _____

City Council Regular

6.A.

Meeting Date: 07/03/2017

Subject

WCEDC Report - Brad Ross

Information

Council member Ross would like discussion with the Mayor and Council on the following items:

- Warren County Housing Trust Fund related to affordable housing and a representative from the council to participate
 - Home Base Iowa and the Eagle Scout project
 - Home Town Pride update and coach
 - Balloon Classic Business Breakfast - Wednesday August 2, 2017 at 7:00
 - Requested funds from WCEDC to supplement an economic incubator project which we heard requests from the young entrepreneurs on June 19, 2017
-

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/03/2017

Subject

Economic Sub-Committee Report - Discussion and direction regarding possible strategy for D&D properties

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/03/2017

Subject

Second consideration of a request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South "Y" Street from A-1 (Agriculture) to R-1 (Single Family Residential) P&Z approved on May 9, 2017

Information

Council needs to hold the second consideration of a request to rezone 907 S. "Y" Street. Enclosed is a vicinity map of the area, a map of the current zoning along the North/South "Y" Street corridor, a copy of request, the P&Z minutes and memo. The area contains 2.77 acres and 245' of frontage along South Y Street. It is Community Director Chuck Burgin's understanding the current owners of the property wish to split a portion of the property to add an additional building lot that would front South Y Street. The option for splitting the property without platting is permitted under the subdivision rules. However, in September of 2009, the minimum lot area and frontage requirements of A-1 zoning were increased to a 15-acre minimum lot area and 300' minimum frontage requirement. Therefore, rezoning of the property will be required for additional improvements.

If rezoned to R-1 the north, south and west boundaries will be bordered by A-1 zoning and R-5 (Planned Residential District) zoning will be present to the east. Chuck did contact the adjoining property owner to the south and explained the options of rezoning their property as well. The property owner indicated he would review the requirements of R-1 zoning and get back to Chuck. To date, no further discussion has taken place.

Overall, the area along the west side of South Y Street on both sides of Hwy. 92 has great growth potential. Both public water and sanitary sewer are available for this area as well as West Highway 92. As you can see from the current zoning map, almost the entire area along the west side of both North and South Y Street is currently zoned A-1. Other than the property adjacent to Highway 92, the Future Land Use Map in the 2011 Comprehensive Plan indicates the majority of the A-1 zoning areas as low density residential.

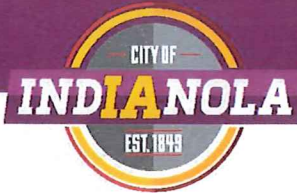
All notifications have been sent and a sign indicating the request has been posted. Chuck recommended approval of the request and P&Z approved.

Simple motion is in order.

Fiscal Impact

Attachments

Rezoning Information
Ordinance
PZ Minutes
PZ Memo



COMMUNITY DEVELOPMENT

Rezoning Application

Local Address: 907 ⁵ N Y Street, Indianola, IA 50125

Legal Description: 34-76-24 INDIANOLA NABERHAUS SUB DIV LOT 1

Present Zoning: A1

Zoning Requested: Per recommendation of City for requested use

R-1

Existing Use: Residential

Proposed Use: Residential split into two lots

R-1 SINGLE FAMILY DWELLING

Names and address of all property owners within 200 feet of the property for which the change is requested. (Attach an additional sheet if necessary.)

Name:

Address:

Brad Darling - 804 S Y
Wyman & Osiris Borts - 806 S Y
William & Sheryl Paterson - 808 S Y
Ken & Mary Bendon - 810 S Y
Marilyn Dotts - 812 S Y
Perry Rev Trust - 814 S Y
Roger and Evelyn Lewis - 900 S Y
Glenn & Diana Camp - 902 S Y
Everett & Louis Brown - 904 S Y
Mark and Janet Piffer - 906 S Y
DFM Development - Undeveloped lots East side of S Y
John Halsted & Andrea Jemmison - 1005 S Y
Chad Schettler - 1009 S Y

A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

Per conversation with Community Development, rezoning necessary in order to split parcel and sell vacant parcel as a building site for a single family residence.

A plat showing the locations, dimensions and use of the applicant's property and all property within 200 feet thereof, including streets, alleys, railroads, and other physical features. Please attach plat.



— COMMUNITY DEVELOPMENT —

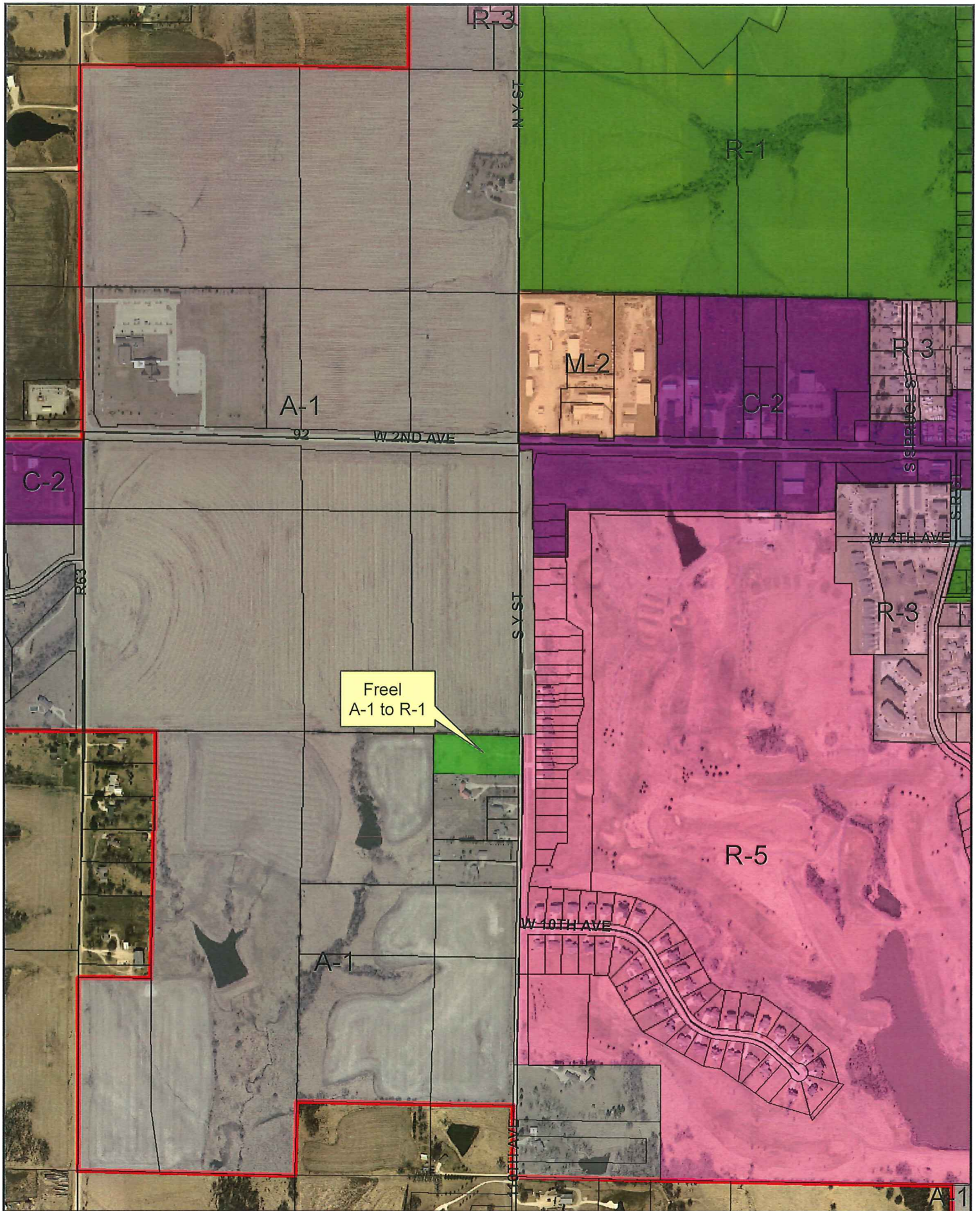
If the requested zoning change is from A-1 (Agricultural) to any other classification, the application shall contain the **number of acres** in each **soil type** for which a rezoning change is requested and the **crop suitability rating** of each. The soil type and its crop suitability rating shall be determined by the latest cooperative soil survey and accompanying data.

N/A NOT AN AGRICULTURE USE

Signature of Applicant

\$200.00 Fee

Receipt No. 18.002107



Current Zoning Classifications
Along the "Y" Street Corridor
Vicinity Map





Freel Rezoning Request
A-1 (Agriculture) to R-1 (single Family Residential)
Vicinity Map



ORDINANCE NO. 2017-_____

**AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION
FROM A-1 (AGRICULTURAL) TO R-1 (SINGLE FAMILY
RESIDENTIAL**

WHEREAS, the Planning and Zoning Commission, after notice and a hearing in accordance with the law, have recommended to the City Council that the below described property located at 907 South “Y” Street, Indianola, Iowa be considered for rezoning from A-1 Agricultural to R-1 Single Family Residential; and

WHEREAS, on the _____ day of _____ 2017, 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 A-1 Agricultural to R-1 Single Family Residential:

Legally described as Lot 1, Naberhaus Subdivision, City of Indianola, Warren County, 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 _____, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
MAY 9, 2017
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
Josh Rabe
Sarah Ritchie
Misty Soldwisch

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

The minutes of the March 14, 2017 meeting were approved on a motion made by Farris and seconded by Fridley. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South Y Street from A-1 (Agriculture) to R-1 (Single Family Residential).

Chuck reviewed the Freel request stating the property owner wishes to add an additional building lot however A-1 zoning requires a minimum lot area of 15 acres and frontage of 300'. Therefore, rezoning the property will be required for the improvements. Chuck further stated the Comprehensive Plan shows this area as low density residential. He expects more rezoning requests to residential in the area in the future.

Butler questioned the surrounding zoning classifications and whether this request would set a precedence for future zoning in the area. Farris questioned whether this would be considered spot zoning. Soldwisch stated she would abstain from the agenda item as she represents the property owner in the sale of the parcel if it is rezoned.

A motion was made by Needles and seconded by Rabe to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South Y Street from A-1 (Agriculture) to R-1 (Single Family Residential). Question was called for and on voice vote Chairperson Butler declared the motion carried.

Consider request from Lynn Henry and Alan and Lori Hill to purchase the south ½ of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa.

Chuck reviewed the request stating an abstract attorney requested additional clarity to the

status of the alley within the block when the property was recently purchased. Research completed on City of Indianola records did not find where any portion was either vacated or sold. Utility companies, and City Department Supervisors reviewed the request with no negative comments.

Motion was made by Farris and seconded by Fridley to approve the request from Lynn Henry and Alan and Lori Hill to purchase the south ½ of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Other Business:

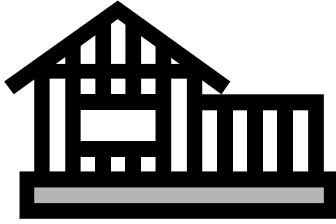
Chuck reviewed Council action on recent Commission recommendations.

Terry Davis of Country Propane, located at 2312 West 2nd Avenue, spoke regarding the use of bulk storage of propane gas and propane gas dispensing within C-2 (Highway Commercial) zoning. Mr. Davis gave a background of why he would like the Commission to amend the zoning ordinance, explaining the uses of propane gas in fleet vehicles. Commission expressed their concerns regarding safety and aesthetics. Commission requested Mr. Davis bring more information regarding distance regulations, photos of other facilities and screening possibilities to a Commission meeting for review.

Meeting adjourned on a motion by Rabe and seconded by Soldwisch.

Joe Butler, Vice Chairperson

Mindi Robinson



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: May 9, 2017 Meeting

Welcome new commission member Sara Ritchie!

Item # 4 Consider request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South Y Street from A-1 (Agriculture) to R-1 (Single Family Residential).

Enclosed is a vicinity map of the area, a map of the current zoning along the North/South “Y” Street corridor and a copy of the rezoning request. The area contains 2.77 acres and 245’ of frontage along South Y Street. It is my understanding the current owners of the property wish to split a portion of the property to add an additional building lot that would front South Y Street. The option for splitting the property without platting is permitted under the subdivision rules. However, in September of 2009, the minimum lot area and frontage requirements of A-1 zoning were increased to a 15-acre minimum lot area and 300’ minimum frontage requirement. Therefore, rezoning of the property will be required for additional improvements.

If rezoned to R-1 the north, south and west boundaries will be bordered by A-1 zoning and R-5 (Planned Residential District) zoning will be present to the east. I did contact the adjoining property owner to the south and explained the options of rezoning their property as well. The property owner indicated he would review the requirements of R-1 zoning and get back to me. To date, no further discussion has taken place.

Overall, the area along the west side of South Y Street on both sides of Hwy. 92 has great growth potential. Both public water and sanitary sewer are available for this area as well as West Highway 92. As you can see from the current zoning map, almost the entire area along the west side of both North and South Y Street is currently zoned A-1. Other than the property adjacent to Highway 92, the Future Land Use Map in the 2011 Comprehensive Plan indicates the majority of the A-1 zoning areas as low density residential.

All notifications have been sent and a sign indicating the request has been posted. I recommend approval of the request.

Item # 5 Consider request from Lynn Henry and Alan and Lori Hill to purchase the south ½ of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa.

I have enclosed the agreement to purchase the alley, a copy of the alley closing policies and procedures and a map of the area identifying the portion of alley being purchased. It is my understanding when the Outside Scoop property was sold an abstract attorney requested additional clarity as to the status of the alley within the block. The Warren County GIS site indicates this portion of the alley has been purchased, however a plat of survey indicates a portion was still publicly owned. We have researched the City of Indianola records as far back as 1920 and cannot find where any portion was either vacated or sold. After discussing the issue with our City Attorney, as well as the current property owners, we recommend officially vacating the easements and selling the entire south one-half to the current land owners.

The alley purchase request and map has been distributed to city department heads as well as utility companies with no negative comments returned. Also, notification of the request has been distributed to all property owners within the block. I recommend approval of the request.

Item # 6 Other Business

Past actions by the Commission and subsequent council approvals are as follows:

- The second reading of the McConnell rezoning at 2008 East 2nd Avenue.
- Site plan approval of the Park and Recreation green house at Pickard Park.
- Approval of the Preliminary Plat of Deer Creek #3.

Meeting Date: 07/03/2017

Subject

Second consideration for a final tax abatement - 1400 East Iowa Avenue

Information

Council needs to hold the second consideration to approve a final industrial tax abatement for 1400 E. Iowa - Cambron Thacker (packet). The prior industrial tax abatement was approved on December 19, 2016.

Simple motion is in order.

Fiscal Impact

Attachments

Industrial Tax Abatement Application
Ordinance

APPLICATION FOR TAX ABATEMENT UNDER THE URBAN REVITALIZATION PLAN FOR
4 OR 5 YEAR (COMMERCIAL OR INDUSTRIAL):

_____ Commercial ☒ Industrial _____ Date 5/15/17

_____ Prior Approval for Intended Improvements ☒ Approval of Improvements Completed

Address of Property: 1400 East Iowa Avenue

Legal Description of Property: Pl A Lot 11 Indianola Industrial Park

Title Holder or Contract Buyer: Cumron Thacker

Address of Owner (if different than above): _____

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

Existing Property Use: _____ ☒ Commercial _____ Industrial _____ Vacant

Proposed Property Use: _____ ☒ Commercial _____ Industrial _____ Vacant

_____ Rental _____ ☒ Owner Occupied

Nature of Improvements: _____ Addition _____ ☒ New Construction _____ General Improvements

DESCRIPTION: 1 story cold storage warehouse - 6,300 sq. ft. -

1 full bathroom

Estimated or Actual Date of Completion: 5/15/17

Estimated or Actual Value of Improvements: \$138,096

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

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

Tenant	Date of Occupancy	Relocation Benefits
--------	-------------------	---------------------

☒ Signed By: [Signature]

FOR AGENCY USE ONLY:

City Manager The above application is/is not in conformance with the requirements of the
Urban Revitalization Plan for City of Indianola
Relocation Benefits Paid N/A

City Manager _____ Date _____

Building Dept Construction Permit No.(s) 142 Date Issued 10/14/16 FINAL 5/15/17

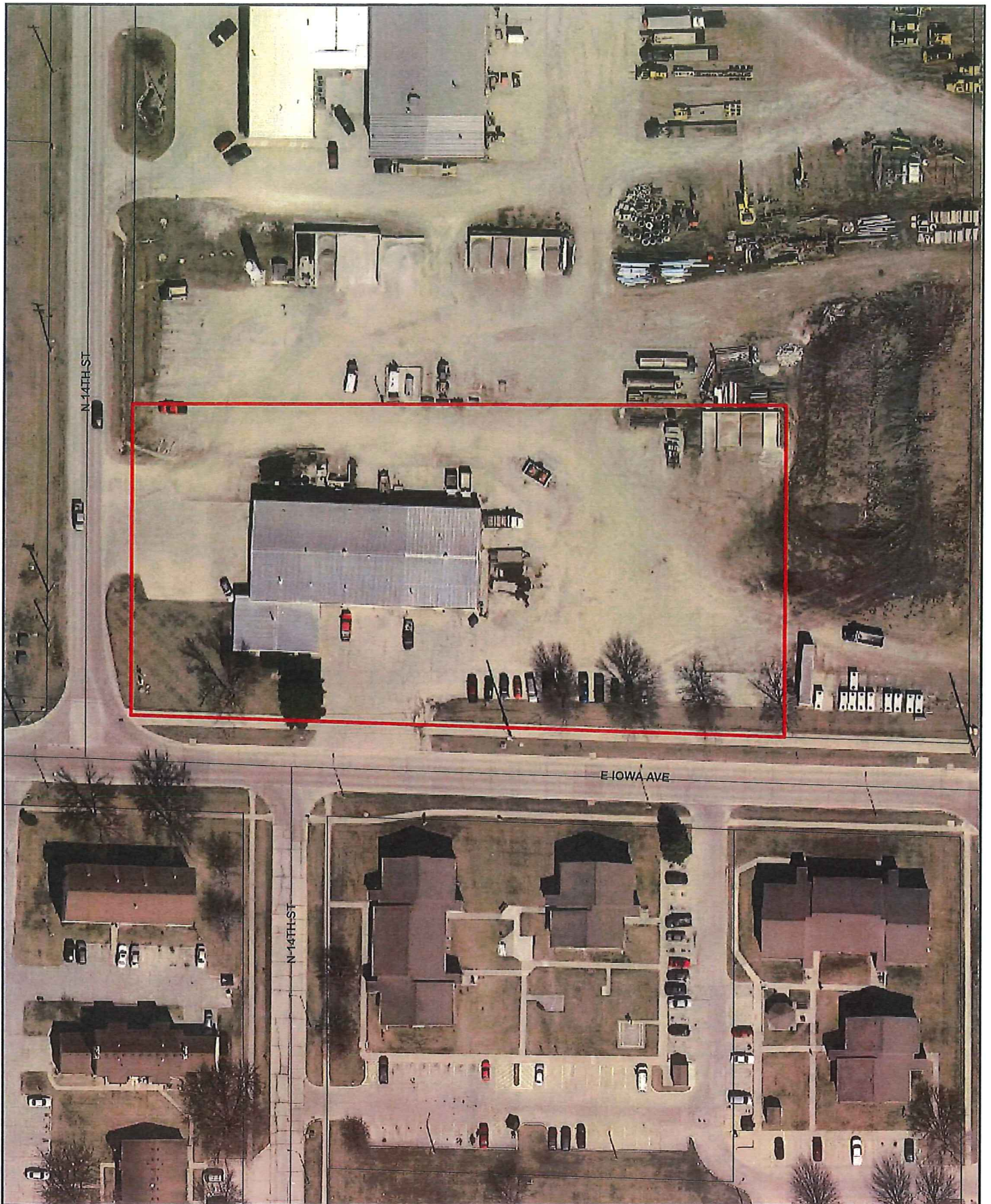
Building Official _____

City Council Application approved/disapproved (reason if disapproved) _____

Indianola City Council _____ Date _____

County Assessor Present assessed value _____ Assessed value w/improvements _____

Eligible or non-eligible for tax abatement _____



1400 East Iowa Avenue
Cambron Thacker Construction
Industrial Tax Abatment

10/2016



ORDINANCE NO. - _____

**AN ORDINANCE AUTHORIZING TAX EXEMPTION UNDER THE
URBAN REVITALIZATION PLAN FOR INDUSTRIAL USE IN
ACCORDANCE WITH INDIANOLA MUNICIPAL CODE SECTION 7.07**

WHEREAS, the Indianola Code of Ordinances authorizes tax exemption for urban revitalization within the City of Indianola, Iowa; and

WHEREAS, Municipal Code Section 7.07 provides that the City Council may give its approval of tax exemption for new construction if the new construction is in conformance with City zoning; provided however, such approval shall not entitle the owner to exemption from taxation until the new construction has been completed and found to be qualified real estate; and

WHEREAS, after notice and hearing as required by law, the City Council of the City of Indianola, Iowa now deems it proper to grant approval of tax exemption for new construction that was completed on May 15, 2017 on property locally known as 1400 East Iowa Avenue and legally described as:

Parcel A Lot 11 Industrial Park an Official Plat in Indianola, Warren County, Iowa.

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

Section 1: That approval of tax exemption is granted for new construction on property locally known as 1820 North 7th Street and legally described as:

Lot 1 in Hillcrest Industrial Park Plat 2, an Official Plat in Indianola, Warren County, 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 _____, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

Meeting Date: 07/03/2017

Subject

Final consideration of a request from Dwayne L. and Claire E. Henry and Sunset Corners LLC to purchase the south 1/2 of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa (P&Z approved unanimously May 9, 2017)

Information

Council needs to hold the final consideration of a request to purchase an alley. Enclosed is the agreement to purchase the alley, a copy of the alley closing policies and procedures, a map of the area identifying the portion of alley being purchased, the P&Z memo and minutes. It is Community Director Chuck Burgin's understanding when the Outside Scoop property was sold an abstract attorney requested additional clarity as to the status of the alley within the block. The Warren County GIS site indicates this portion of the alley has been purchased, however a plat of survey indicates a portion was still publicly owned. Staff has researched the City of Indianola records as far back as 1920 and cannot find where any portion was either vacated or sold. After discussing the issue with our City Attorney, as well as the current property owners, staff recommends officially vacating the easements and selling the entire south one-half to the current land owners.

The alley purchase request and map has been distributed to city department heads as well as utility companies with no negative comments returned. Also, notification of the request has been distributed to all property owners within the block. Chuck recommended approval of the request and P&Z approved unanimously.

Roll call to vacate and roll call to sale is in order.

Fiscal Impact

Attachments

P&Z Memo

Alley Information

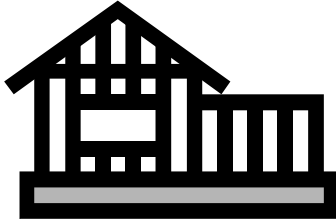
PZ Minutes

Ordinance

Resolution Sale of Alley

QC Deed Henry

QC Deed Sunset Corners



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: May 9, 2017 Meeting

Welcome new commission member Sara Ritchie!

Item # 4 Consider request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South Y Street from A-1 (Agriculture) to R-1 (Single Family Residential).

Enclosed is a vicinity map of the area, a map of the current zoning along the North/South “Y” Street corridor and a copy of the rezoning request. The area contains 2.77 acres and 245’ of frontage along South Y Street. It is my understanding the current owners of the property wish to split a portion of the property to add an additional building lot that would front South Y Street. The option for splitting the property without platting is permitted under the subdivision rules. However, in September of 2009, the minimum lot area and frontage requirements of A-1 zoning were increased to a 15-acre minimum lot area and 300’ minimum frontage requirement. Therefore, rezoning of the property will be required for additional improvements.

If rezoned to R-1 the north, south and west boundaries will be bordered by A-1 zoning and R-5 (Planned Residential District) zoning will be present to the east. I did contact the adjoining property owner to the south and explained the options of rezoning their property as well. The property owner indicated he would review the requirements of R-1 zoning and get back to me. To date, no further discussion has taken place.

Overall, the area along the west side of South Y Street on both sides of Hwy. 92 has great growth potential. Both public water and sanitary sewer are available for this area as well as West Highway 92. As you can see from the current zoning map, almost the entire area along the west side of both North and South Y Street is currently zoned A-1. Other than the property adjacent to Highway 92, the Future Land Use Map in the 2011 Comprehensive Plan indicates the majority of the A-1 zoning areas as low density residential.

All notifications have been sent and a sign indicating the request has been posted. I recommend approval of the request.

Item # 5 Consider request from Lynn Henry and Alan and Lori Hill to purchase the south ½ of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa.

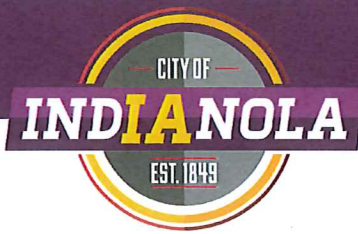
I have enclosed the agreement to purchase the alley, a copy of the alley closing policies and procedures and a map of the area identifying the portion of alley being purchased. It is my understanding when the Outside Scoop property was sold an abstract attorney requested additional clarity as to the status of the alley within the block. The Warren County GIS site indicates this portion of the alley has been purchased, however a plat of survey indicates a portion was still publicly owned. We have researched the City of Indianola records as far back as 1920 and cannot find where any portion was either vacated or sold. After discussing the issue with our City Attorney, as well as the current property owners, we recommend officially vacating the easements and selling the entire south one-half to the current land owners.

The alley purchase request and map has been distributed to city department heads as well as utility companies with no negative comments returned. Also, notification of the request has been distributed to all property owners within the block. I recommend approval of the request.

Item # 6 Other Business

Past actions by the Commission and subsequent council approvals are as follows:

- The second reading of the McConnell rezoning at 2008 East 2nd Avenue.
- Site plan approval of the Park and Recreation green house at Pickard Park.
- Approval of the Preliminary Plat of Deer Creek #3.



COMMUNITY DEVELOPMENT

City of Indianola Alley Policies and Procedures

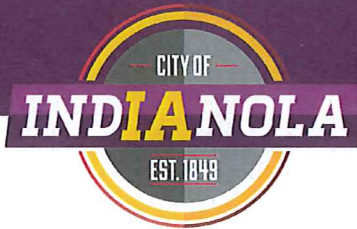
1. Council policy requires that prior to consideration of a request to vacate and sell an alley, written certification will be presented to the Council designating that **all adjacent property owners agree to the vacation, sale and division thereof. All other property owners within the block shall be notified in writing.**
2. Utility easements are retained over an alley sold by the City of Indianola.
3. A residential alley cost of \$200.00 per ½ block and commercial alley cost of \$400.00 per ½ block is required plus the administrative cost of \$100.00 per deed issued. This includes: All attorney fees incurred by the City of Indianola including deed preparation, publishing fees and recorder fees. Surveying fees are not included in the \$100.00 administrative cost and all charges for surveying will be paid by the purchaser(s) if needed.

Common access agreements and/or other special use agreements may require additional information from the parties involved.

PROCEDURE TO VACATE, CLOSE AND SELL AN ALLEY

- A deposit of cost plus administrative fee is required per section of alley.
- Determine and list owners of adjacent property and get adjacent property owners' agreement to sale. *All other property owners within the block shall be notified in writing.*
- Legal description of alley
- Original copy to Building and Zoning official for distribution to Department Heads
- Present to Planning and Zoning Commission for recommendation to Council
- Council sets Public Hearing

City Council has reading of proposed ordinance; the deed is drawn up for Mayor and City Clerk to sign and then record.



COMMUNITY DEVELOPMENT

Agreement to Purchase Alley

DHL GRAPHICS requests to purchase the alley legally described as:

THE SOUTH 1/2 OF NORTH/SOUTH ALLEY THAT LIES BETWEEN
LOT 3 AND LOT 4, BLOCK 13, WINDLES ADDITION,
INDIANOLA, IA.

The undersigned owns property adjacent to the alley legally described above and agrees to purchase the alley.

Name

Address

Date

D. K. Henry 604 N. JEFFERSON April 20, 2017

Cheryl Hill 602 N. Jefferson APR 25-17

Lori Hill 12510 NW 89th Ct Polk City 5-1-17
FA 50226

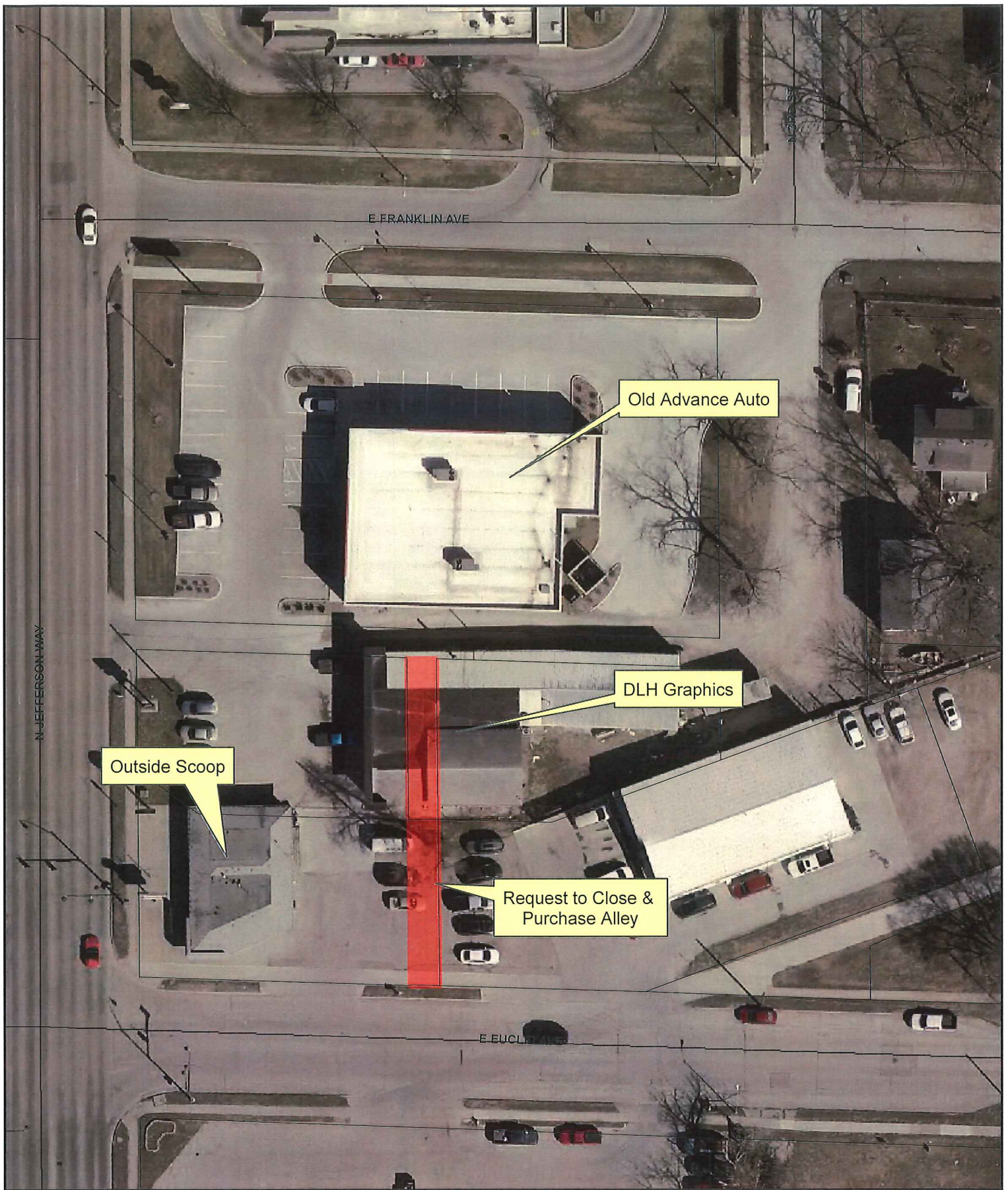
April 20, 2017

Cigs li-IZ LLC
5910 North Central Expy # 1625
Dallas TX. 75206

TO Whom it May Concern

You are hereby notified that a request to purchase and close a portion of the alley, legally described as:
The south ½ of the north/south alley that lies between lot 3 and lot 4 of block 13, Windles Addition,
Indianola, Iowa, has been requested. Enclosed is a map identify the alley closing request. Please call the
Community Development Department for the City of Indianola if your have any questions regarding the
request.

DHL Graphics
Raymond Heisner Trust



Alley Purchase and Vacate Easement Request
Between Lots 3 and 4, Block 13, Windle's Addition



4/2017



INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
MAY 9, 2017
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
Josh Rabe
Sarah Ritchie
Misty Soldwisch

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

The minutes of the March 14, 2017 meeting were approved on a motion made by Farris and seconded by Fridley. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Consider request from Randall and Gayle Freel to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South Y Street from A-1 (Agriculture) to R-1 (Single Family Residential).

Chuck reviewed the Freel request stating the property owner wishes to add an additional building lot however A-1 zoning requires a minimum lot area of 15 acres and frontage of 300'. Therefore, rezoning the property will be required for the improvements. Chuck further stated the Comprehensive Plan shows this area as low density residential. He expects more rezoning requests to residential in the area in the future.

Butler questioned the surrounding zoning classifications and whether this request would set a precedence for future zoning in the area. Farris questioned whether this would be considered spot zoning. Soldwisch stated she would abstain from the agenda item as she represents the property owner in the sale of the parcel if it is rezoned.

A motion was made by Needles and seconded by Rabe to rezone Lot 1 of Naberhaus Subdivision, locally known as 907 South Y Street from A-1 (Agriculture) to R-1 (Single Family Residential). Question was called for and on voice vote Chairperson Butler declared the motion carried.

Consider request from Lynn Henry and Alan and Lori Hill to purchase the south ½ of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa.

Chuck reviewed the request stating an abstract attorney requested additional clarity to the

status of the alley within the block when the property was recently purchased. Research completed on City of Indianola records did not find where any portion was either vacated or sold. Utility companies, and City Department Supervisors reviewed the request with no negative comments.

Motion was made by Farris and seconded by Fridley to approve the request from Lynn Henry and Alan and Lori Hill to purchase the south ½ of the north/south alley that lies between Lot 3 and Lot 4, Block 13, Windles Addition, Indianola, Iowa. Question was called for and on voice vote Chairperson Butler declared the motion carried unanimously.

Other Business:

Chuck reviewed Council action on recent Commission recommendations.

Terry Davis of Country Propane, located at 2312 West 2nd Avenue, spoke regarding the use of bulk storage of propane gas and propane gas dispensing within C-2 (Highway Commercial) zoning. Mr. Davis gave a background of why he would like the Commission to amend the zoning ordinance, explaining the uses of propane gas in fleet vehicles. Commission expressed their concerns regarding safety and aesthetics. Commission requested Mr. Davis bring more information regarding distance regulations, photos of other facilities and screening possibilities to a Commission meeting for review.

Meeting adjourned on a motion by Rabe and seconded by Soldwisch.

Joe Butler, Vice Chairperson

Mindi Robinson

ORDINANCE NO. _____

ORDINANCE VACATING A PORTION OF REAL ESTATE DESCRIBED AS THE SOUTH ½ OF NORTH/SOUTH ALLEY THAT LIES BETWEEN LOT 3 AND LOT 4, BLOCK 13, WINDLE’S ADDITION, INDIANOLA, IOWA AND RETAINING EASEMENT RIGHTS

WHEREAS, on the ____ day of May, 2017, pursuant to published notice as required by law, the City Council of the City of Indianola, Iowa held a public hearing on a proposal to vacate a portion of real estate owned by the City generally described as an alley and more specifically described as:

The South ½ of North/South Alley that lies between Lot 3 and Lot 4, Block 13, Windle’s Addition, Indianola, Warren County, Iowa; and

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said alley but retain any easement rights needed by the City.

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

Section 1. The City of Indianola, Iowa, hereby vacates the following described real estate while retaining any easement rights needed by the City:

The South ½ of North/South Alley that lies between Lot 3 and Lot 4, Block 13, Windle’s Addition, Indianola, Warren County, Iowa

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

Section 3. This Ordinance shall be in effect upon its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of May, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

RESOLUTION NO. _____

RESOLUTION APPROVING SALE OF AN ALLEY DESCRIBED AS THE SOUTH ½ OF NORTH/SOUTH ALLEY THAT LIES BETWEEN LOT 3 AND LOT 4, BLOCK 13, WINDLE’S ADDITION, INDIANOLA, WARREN COUNTY, IOWA AND SELLING THE SAME TO SUNSET CORNERS LLC AND DWAYNE L. AND CLAIRE E. HENRY

WHEREAS, the City of Indianola, Iowa owns property generally described as an alley, located and more particularly described as the South ½ of North/South Alley that lies between Lot 3 and Lot 4, Block 13, Windle’s Addition, Indianola, Warren County, Iowa; and

WHEREAS, the City of Indianola, Iowa, recently received an offer by an adjacent property owners to vacate and sell said alley in accordance with law and city policy on transfer of unused alleys within the City; and

WHEREAS, the required application has been made, notice and consent of adjacent property owners secured, and Planning and Zoning recommended Council approval of the proposal on February 9, 2016; and

WHEREAS, in accordance with the Code of Iowa Section 364.7, notice and hearing as provided by law was held on June 5, 2017; and

WHEREAS, the City Council now deems it in the best interest of the City of Indianola, Iowa, to sell the vacated alley to the adjoining property owners as proposed.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the sale of the alley to Sunset Corners LLS and Dwayne L. and Claire E. Henry is hereby approved.

NOW THEREFORE BE IT FURTHER RESOLVED that the Mayor and City staff are authorized to do all things necessary to effectuate the sale.

Dated this ____ day of _____ 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 515-274-1450
Return to: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266
Address Tax Statement: Dwayne L. Claire E. Henry, 604 N. Jefferson, Indianola 50125

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to Dwayne L. and Claire E. Henry, husband and wife, all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The North ½ of the Alley that lies between Lot 3 and Lot 4, Block 13, Windle's Addition, Indianola, Warren County, Iowa

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola.

This deed is exempt according to Iowa Code section 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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, Iowa

By: _____
Kelly B. Shaw, Mayor

By: _____
Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, 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 of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day of May, 2017, and the said Kelly B. Shaw and Diana Bowlin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266 515-274-1450
Return to: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, IA 50266
Address Tax Statement: Sunset Corners LLC, 12510 NW 89th Court, Polk City, Iowa 50226

QUIT CLAIM DEED

For the consideration of One Dollar(s) and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to Sunset Corner LLC its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The South ½ of the Alley that lies between Lot 3 and Lot 4, Block 13, Windle's Addition, Indianola, Warren County, Iowa

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola.

This deed is exempt according to Iowa Code section 428A.2(6).

Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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, Iowa

By: _____
Kelly B. Shaw, Mayor

By: _____

Diana Bowlin, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, 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 of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day of May, 2017, and the said Kelly B. Shaw and Diana Bowlin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

Meeting Date: 07/03/2017

Subject

Resolution clarifying Resolution No. 2017-56 concerning agreement with Denman & Company LLP to perform audit services for the City of Indianola

Information

The City Council approved an agreement with Denman & Company LLP by Resolution No. 2017-56 (packet) on May 15, 2017. Resolution No. 2017-56 included reference to the approval of audit services for the Indianola Municipal Utilities. Even though Resolution 2017-56 included IMU, that Resolution is still a Resolution that was passed by the Council and remains in full force and effect. The resolution (packet) clarifies Resolution No. 2017-56 as follows:

- The City Council has no authority to bind the Board of Indianola Municipal Utilities and the reference to Indianola Municipal Utilities was a scrivener's error.
- The resolution clarifies Resolution No. 2017-56 applies to audit services for the City only.

Roll call is in order.

Fiscal Impact

Attachments

Resolution 2017-56
Resolution

RESOLUTION NO. 2017-56

RESOLUTION APPROVING AN AGREEMENT WITH DENMAN & COMPANY LLP
TO PERFORM AUDIT SERVICES FOR THE
CITY AND INDIANOLA MUNICIPAL UTILITIES

WHEREAS, the City of Indianola and the Indianola Municipal Utilities contracts for an annual audit and uses the information for reporting purposes to the State, Public Services Commission, Bond Holders, etc.; and

WHEREAS, the current contract with Shull and Company of Indianola, Iowa is valid through the fiscal year end reporting of 2017; and

WHEREAS, the City of Indianola and the Indianola Municipal Utilities issued a Request for Proposals (RFP) for auditing services for Fiscal Years 2018, 2019 and 2020; and

WHEREAS, there were two responses received as a result of the RFP, it is staff recommendation to award the proposal to Denman & Company, LLP of West Des Moines, Iowa for auditing services; and

WHEREAS, the Denman & Company, LLP proposal is effective from FY 2018 – FY 2020 to complete the audits of the City of Indianola and the Indianola Municipal Utilities; and

WHEREAS, the City Council believes it to be in the best interest of the City of Indianola and Indianola Municipal Utilities to accept the proposal for Fiscal Years 2018 through 2020 from Denman & Company, LLP in an amount not to exceed \$16,200 and \$13,000 for the City and IMU audits respectfully.

NOW THEREFORE BE IT RESOLVED that the City of Indianola and the Indianola Municipal Utilities approves entering into an agreement with Denman & Company, LLP to provide Audit Services for the Fiscal Years 2018 through 2020.

BE IT FURTHER RESOLVED that the Mayor of the City of Indianola is hereby authorized to execute said agreement on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents required.

Passed and approved this 15th day of May, 2017


Kelly B. Shaw, Mayor

ATTEST:


Diana Bowlin, City Clerk

RESOLUTION NO. _____

**RESOLUTION CLARIFYING RESOLUTION 2017-56 CONCERNING
AGREEMENT WITH DENMAN & COMPANY LLP**

WHEREAS, the City Council of the City of Indianola approved Resolution 2017-56 on May 15, 2017 approving an agreement with Denman & Company LLP to perform audit services for Fiscal Years 2018, 2019 and 2020; and

WHEREAS, Resolution 2017-56 included reference to the approval of audit services for Indianola Municipal Utilities; and

WHEREAS, the City Council of the City of Indianola has no authority to bind the Board of Indianola Municipal Utilities and the reference to Indianola Municipal Utilities was a scrivener's error; and

WHEREAS, the City Council of the City of Indianola desires to clarify that Resolution 2017-56 applies to audit services for the City only.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that Resolution 2017-56 is hereby amended to delete the reference to Indianola Municipal Utilities.

BE IT FURTHER RESOLVED that this Resolution shall be maintained along with Resolution 2017-56.

APPROVED this 3rd day of July 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

City Council Regular

8.B.1.

Meeting Date: 07/03/2017

Subject

Update regarding the sidewalk program

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/03/2017

Subject

Discussion and direction regarding the North Buxton Street repairs as part of the 2017 Capital Street Improvement Project

Information

As you will recall, Buxton reconstruction was the second part of the road improvement program for this year. During work on this section of roadway, it was discovered that the storm sewer in this area was collapsed. Attached is a picture from the vantage point of the WPC's sewer camera showing the collapse. Staff is awaiting a quote from the contractor on the cost to replace this line.

Council will need to discuss and give direction regarding this repair.

Fiscal Impact

Attachments

Buxton Repairs Picture



Meeting Date: 07/03/2017

Subject

Discussion and direction regarding a request at the June 19, 2017 council meeting to allow temporary food vendors

Information

At the June 19, 2017 council meeting there were requests from two citizens to become temporary food vendors. It was Council direction for staff to look at the City ordinance's to see how we would be able to allow this type of sale. After speaking with our City Attorney Amy Beattie (please see e-mail in packet), it is her opinion that the request to sell waffles and shaved ice is covered by our definition of a Transient Merchant in Chapter 122. The downside to taking this position is that it will open it up to any other food vendor who would come to town.

If the City Council wants to take the position that the transient merchant provisions does not cover food vendors and rather food vendors other than ice cream vendors are not allowed, the ice cream vendor provisions of the ordinance could be expanded to other types of food. This change would not take a public hearing but would require an ordinance change and the three readings (or waiver of the last two) so could not be effective at least until that would be completed by the Council. This would give the City more control over the licensing of food vendors. Additionally, the zoning code has some restrictions on vendors of this type but could be amended with some minor changes.

Community Development Director Chuck Burgin and City Clerk Diana Bowlin spoke with Jackson Bishop on June 27, 2017 and informed him of what would need to be completed to obtain a Transient Merchant's permit. He was also giving a copy of the application and ordinance (packet). No Council action is required for a transient permit approval.

Fiscal Impact

Attachments

E-mail
Chapter 122
Application

Diana Bowlin

From: Chuck Burgin
Sent: Friday, June 23, 2017 9:38 AM
To: Diana Bowlin
Cc: Ryan Waller
Subject: FW: Food Vendor request made at June 19th meeting

Diane FYI

-----Original Message-----

From: Amy Beattie [mailto:Amy.Beattie@brickgentrylaw.com]
Sent: Thursday, June 22, 2017 8:39 AM
To: Ryan Waller <rwaller@indianolaiowa.gov>; Chuck Burgin <cburgin@indianolaiowa.gov>
Cc: Doug Fulton <Doug.Fulton@brickgentrylaw.com>
Subject: Food Vendor request made at June 19th meeting

Good Morning. Both Doug and Chuck mentioned to me the two young men who made a request to become temporary food vendors. I understand that the Council is wanting to help make it work for them, realizing that time is short for them to get up and running this summer. Chuck asked me to see if there is a "short term fix".

First, my opinion is that the request to sell waffles and to sell shaved ice is covered by your definition of a Transient Merchant in Chapter 122. The definition states that a "Transient merchant" means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. So the easy way to deal with it quickly is to take the position that these vendors are transient merchants and handle it in that way. The downside to taking that position is that you then open it up to any other food vendor who would come into town.

Second, I also understand that because of a problem with (a shaved ice?) vendor in the past that the City added a specific provision concerning ice cream vendors, that may closely align with what is being requested by these two young men. If the City wants to take the position that the transient merchant provisions does not cover food vendors and rather food vendors other than ice cream vendors are not allowed, a quick fix would be to amend ice cream vendor provisions to expand to other types of food. This change would not require a public hearing but would require an ordinance change and the three readings (or waiver of the last two) so could not be effective at least until that would be completed by the Council. But it would give the City more control over the licensing of food vendors.

Let me know what questions you may have on it. And either way, we should take a look at Chapter 122 after the summer and address changes that might help clarify and ultimately enforce the chapter as it applies to food vendors other than ice cream vendors.

Amy.

Amy S. Beattie
Brick Gentry, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Phone: 515-274-1450
Fax: 515-274-1488

CHAPTER 122

PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

122.01 Purpose	122.12 Notice
122.02 Definitions	122.13 Hearing
122.03 License and Bond Required	122.14 Record and Determination
122.04 Application for License	122.15 Appeal
122.05 License Fees	122.16 Effect of Revocation
122.06 Bond Required	122.17 Rebates
122.07 License Issued	122.18 License Exemptions
122.08 Display of License	122.19 Charitable and Nonprofit Organizations
122.09 License Not Transferable	122.20 Prohibited Acts
122.10 Time Restriction	122.21 Ice Cream Vendors
122.11 Revocation of License	

122.01 PURPOSE. The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by licensing and regulating peddlers, solicitors and transient merchants.

122.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. "Peddler" means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street.
2. "Solicitor" means any person who solicits or attempts to solicit from house to house or upon the public street any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. "Transient merchant" means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader or auctioneer does not exempt any person from being considered a transient merchant.

122.03 LICENSE AND BOND REQUIRED.

1. Any person engaging in peddling, soliciting or in the business of a transient merchant in the City without first obtaining a license as herein provided is in violation of this chapter. In addition to any other provision of the Code of Ordinances specifying penalties, the City hereby specifically provides for criminal penalties allowed by Iowa law for simple misdemeanors for peddling, soliciting or engaging in the business of a transient merchant in the City without a license.

2. No license shall be issued until the applicant has delivered to the city clerk a cash bond for no less than \$200.00 per license or \$1,000.00 for an employer employing a group of five (5) or more license applicants.

A. Use of Bond. The bond shall be held to indemnify and pay the city any penalties or costs incurred in the enforcement of any of the sections of this Chapter, and to indemnify or reimburse any purchaser for damages recovered pursuant to a judgment of the court as a result of misrepresentation related to the goods or services sold by a licensee, provided that the action by the purchaser must be commenced within three months from the date of purchase.

B. Release of Bond. The balance of the bond shall be released by the city clerk and returned to the applicant or employer upon request by the applicant or employer at any time more than four months after expiration of the license for which the cash bond was provided. Except as otherwise provided by court order, the city clerk shall not release any bond during the pendency of any action in state or federal court seeking a judgment upon a claim eligible for payment from the bond.

122.04 APPLICATION FOR LICENSE. An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall be accompanied by a \$15.00 application fee and set forth the following information:

1. Applicant's name, e-mail address, if any, permanent and local address, and local phone number or cell phone number;
2. Business address, business e-mail address, if any, and business phone number, if any;
3. The nature of the applicant's business;
4. The last three places of such business;
5. The length of time sought to be covered by the license;
6. Applicant's federal identification number and the federal identification number of any business for which applicant claims to be peddling as an agent, employee, or otherwise;
7. An Iowa sales tax permit number or a letter from the Iowa Department of Revenue confirming a sales tax permit is not required;
8. A Department of Criminal Investigation criminal history report/record for applicant from the state of applicant's residence for the previous five (5) years, including pending charges, dated no more than 30 days prior to the date of the application;
9. A criminal background check from the State of Iowa for applicant and any additional individuals listed on application, dated no more than 1 year prior to the date of the application;

10. Whether applicant has been listed on any sex offender registry within the last five (5) years;
11. Whether applicant has had a peddlers license suspended, revoked, or denied by this or any other city in the last five (5) years and the reasons therefore;
12. The dates of any previous peddlers licenses issued by the city clerk;
13. A list of any vehicles used in the business and the license plate number of any such vehicles.

If the applicant proposes to sell ice cream and other similar frozen desserts from a vehicle, the following additional application requirements shall be provided:

1. A description of the vehicle from which the sale will be conducted and a copy of the vehicle's current registration.
2. A photocopy of the applicant's driver's license.
3. The applicant shall obtain at his or her own expense his or her current DCI criminal history report, dated within one year of license application, through the Iowa Department of Public Safety and certified copy of his or her current driving record. If a new applicant resided outside of Iowa anytime during the five years before applying, the person must also obtain, at their own expense, a copy of his or her current criminal history report and certified copy of driving record from each state of residence during the prior five years. Any person whose license has been suspended or revoked, or has expired for more than 30 days, will be required to obtain a current criminal history report and certified driving record in the same manner as a new applicant.
4. A list of all felony and misdemeanor convictions (convicted of, pled guilty to or stipulated to the facts of a criminal offense), including all crimes involving sexual assault and child abuse, during the ten years immediately preceding the date of application. No license shall be issued to applicants who are registered sex offenders as a result of crimes against a person under the age of eighteen.
5. A list of all convictions for traffic violations for which the applicant's license was suspended, revoked or barred during the five years immediately preceding the date of application.
6. A copy of the license issued by the Department of Inspections and Appeals Mobile Food Unit and any recent inspection reports.
7. An insurance certificate for a policy naming the City of Indianola, (including its officers and employees), as an additional insured, with comprehensive general liability limits in an amount no less than \$500,000. The policy shall be in full force and effect during the life of the vendor's license. The required coverage shall be at least as broad as the Insurance Services Office, Inc. Form Number CG0001, covering commercial general

liability. A copy of the current insurance certificate shall be maintained on file with the City Clerk.

Upon receipt of the application and accompanying criminal background check, the City Clerk shall conduct an investigation under the following procedures prior to issuing a license:

1. The city clerk shall refer the application and criminal background check provided by the applicant to the chief of police or his/her designee, who shall make an investigation of the character and reputation of the person(s) who will conduct business within the City of Indianola, Iowa, to the extent he/she believes necessary for the protection of the public welfare, except that prior misconduct cannot serve as a basis for denial of a license;
2. The chief of police shall endorse the application with his/her approval or disapproval and forward such endorsed application to the city clerk;
3. If the application has been approved by the chief of police, the city clerk may issue a license to the applicant upon the payment of all license and application fees, bonds, and compliance with all other conditions provided in this Code;
4. If the application has not been approved by the chief of police, the city clerk shall not issue a license unless and until the causes for such disapproval are eliminated;
5. When causes for disapproval are eliminated, the applicant may resubmit to the clerk and the clerk shall forward the amended application to the chief of police for investigation in the same manner as submission of the initial application set forth herein.

122.05 LICENSE FEES. The following license fees shall be paid to the Clerk prior to the issuance of any license.

1. Solicitors. For each person actually soliciting (principal or agent), a fee of one hundred dollars (\$100.00) per year.
2. Peddlers or Transient Merchants.
 - A. For one day.....\$50.00
 - B. For one week..... \$100.00
 - C. For up to six (6) months.....\$200.00
 - D. For one year or any major part thereof... \$300.00
3. Ice Cream Vendors. The following license fees shall be paid to the Clerk prior to the issuance of any license proposing to sell ice cream and other frozen desserts in accordance with this Chapter:
 - A. One day..... \$ 20.00
 - B. One week..... \$ 30.00

- C. One month..... \$ 50.00
- D. One month to six months..... \$100.00

122.06 BOND REQUIRED. Before a license under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the Code of Iowa.

122.07 LICENSE ISSUED. If the Clerk finds the application is completed in conformance with the requirements of this chapter, the facts stated therein are found to be correct and the license fee paid, a license shall be issued immediately.

122.08 DISPLAY OF LICENSE. Each solicitor or peddler shall keep such license in possession at all times while doing business in the City and shall, upon request, exhibit the license as evidence of compliance with all requirements of this chapter or leave a copy of the license with the prospective customer. Each transient merchant shall display publicly such merchant's license in the merchant's place of business. Any misrepresentation in the displaying of licenses issued under this Chapter shall subject the licensee to revocation in addition to any claim in state or federal court by an injured purchaser.

122.09 LICENSE NOT TRANSFERABLE. Licenses issued under the provisions of this chapter are not transferable in any situation and are to be applicable only to the person filing the application.

122.10 TIME RESTRICTION. All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of 10:00 a.m. and 8:00 p.m.

122.11 REVOCATION OF LICENSE. The Clerk or the Police Chief or Police Chief's Designee may summarily suspend or revoke any license issued under this chapter by issuance of personal service of the Notice of Revocation on the licensee or on an officer or employee of the licensee or, if personal service cannot be effected, by mailing the Notice by certified mail, return receipt requested, to the licensee's last known mailing address for the following reasons:

1. Fraudulent Statements. The licensee has made fraudulent statements in the application for the license or in the conduct of the business.
2. Violation of Law. The licensee has violated this chapter; including conduct prohibited by Section 122.20, or has otherwise conducted the business in an unlawful manner.
3. Endangered Public Welfare, Health or Safety. The licensee has conducted the business in such manner as to endanger the public welfare, safety, order or morals.

The license shall stand revoked unless, within five days after receipt of the Notice of Revocation from the Clerk, the licensee files a written request for a public hearing on the revocation.

122.12 NOTICE. The Notice of Revocation sent to or served upon the licensee shall contain particulars of the complaints against the licensee, the ordinance provisions or State statutes allegedly violated, and advise that the time for requesting a hearing will expire within five days of the date of service or certified mail receipt of the Notice. The license shall be suspended until such time as a hearing is held by the request of the licensee.

122.13 HEARING. If timely requested in accordance with Section 122.11, the Clerk shall conduct a hearing at which both the licensee and any complainants shall be present to determine the truth of the facts alleged in the complaint and notice. Should the licensee, or authorized representative, request a hearing and fail to appear without good cause, the Clerk may proceed to hold the decision to revoke the license as final and no appeal by the licensee will be heard in accordance with Section 122.15.

122.14 RECORD AND DETERMINATION. The Clerk shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Clerk finds clear and convincing evidence of substantial violation of this chapter or State law.

122.15 APPEAL. If the Clerk revokes or refuses to issue a license, the Clerk shall make a part of the record the reasons therefor. The licensee, or the applicant, shall have a right to a hearing before the Council at its next regular meeting. The Council may reverse, modify or affirm the decision of the Clerk by a majority vote of the Council members present and the Clerk shall carry out the decision of the Council. The Clerk's decision to revoke or refuse issuance of a license shall stand unless and until a timely appeal is made before the Council at its next regular meeting.

122.16 EFFECT OF REVOCATION. Revocation of any license shall bar the licensee from being eligible for any license under this chapter for a period of one year from the date of the revocation.

122.17 REBATES. No rebates of the fees required in this chapter shall be permitted without Council approval.

122.18 LICENSE EXEMPTIONS. The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations and youth groups.

3. Local Residents and Farmers. Local residents and farmers who offer for sale their own produce on private property.
4. Students. Students representing the Indianola School District conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.
7. City sponsored and/or community events held on City property.

122.19 CHARITABLE AND NONPROFIT ORGANIZATIONS. Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504A of the Code of Iowa desiring to solicit money or to distribute literature are exempt from the operation of Sections 122.04 and 122.05. All such organizations are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, the name and social security number of each representative of the organization, names and addresses of the officers and directors of the organization, a list of any vehicles used and the license plate number of any such vehicles, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If the Clerk finds that the organization is a bona fide charity or nonprofit organization the Clerk shall issue, free of charge, a license containing the above information to the applicant. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the Council, as provided in Section 122.15 of this chapter.

122.20 PROHIBITED ACTS.

1. No peddler shall conduct peddling with any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
2. No peddler shall conduct peddling upon any part of the public right away along a parade route on the day of any permitted parade.
3. No peddler shall conduct peddling within one thousand (1,000) feet of the perimeter of a street closure, or inside such perimeter, for an event where a street use permit has been issued unless written permission from the street use permit holder has been obtained.
4. No peddler shall conduct peddling between the hours of 9:00 p.m. and 9:00 a.m.
5. No peddler shall do business or attempt to do business upon any property on which a notice is posted prohibiting peddling or soliciting.

6. No peddler shall harass, intimidate, coerce, annoy, disrespect, alarm, or threaten any individual to induce a sale.
7. No peddler shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale or sell any unwholesome or tainted food or foodstuffs.
8. No peddler shall conduct business in such a manner as to endanger the public health, welfare, or safety.

122.21 ICE CREAM VENDORS. A person who obtains a license under the provisions of this Chapter may sell ice cream and frozen desserts from a sanitary vehicle approved and licensed by a representative of the Department of Inspections and Appeals pursuant to state law, provided that such vehicles shall be operated and maintained in full compliance with the health, food, drug and sanitary provisions of this Code and the applicable statutes of the state of Iowa.

1. Hours. Ice cream vendor licensees shall be permitted to conduct sales in any zoning district between sunrise and sunset.
2. Manner of Sale on Public Streets. Prior to making a sale, the driver shall drive to the side of the public street, as close as practicable to the curb or the edge of the portion of the street used for vehicular traffic. The driver shall stop, stand, or park such vehicle in full compliance with all applicable traffic laws, and shall remain so stopped, standing, or parked for no longer than is necessary to make sales to customers in the immediate vicinity desiring to make purchases.
3. Safety Standards. The sale of ice cream and other frozen desserts from a licensee's motorized vehicle is conditional upon the vehicle meeting the following minimum safety standards at all times:
 - A. A sign clearly visible from both the front and rear front, back and both sides of the vehicle in at least 4" letters of contrasting colors with a warning stating, "CAUTION—CHILDREN."
 - B. Four-way, yellow flashing or oscillating hazard lights to warn approaching drivers of children. Such light shall be operated at all times during which ice cream sales occur in accordance with this Chapter.
 - C. Left and right outside rear view mirrors and two additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver to see around the entire vehicle.
4. Exclusive License. No foods other than ice cream or frozen desserts may be sold from a motorized vehicle within the City except in accordance with this Chapter or as otherwise expressly provided in other sections of this Code.

(Ch. 122 - Ord. 1554 – May 16 Supp.)

CITY OF INDIANOLA, IOWA
APPLICATION FOR PEDDLERS, SOLICITORS &
TRANSIENT MERCHANT PERMIT

Date of Application: _____

1. Name: _____ Age: _____

Social Security Number: _____

Permanent Address: _____

City _____ State _____ Zip Code _____

Local Address: : _____

City _____ State _____ Zip Code _____

Telephone # _____ Cell Phone Number _____

Email address: _____

2. Business Address: _____

City _____ State _____ Zip Code _____

Business Phone Number _____

Email address: _____

3. Nature of Applicant's business _____

4. The last three places of the above business: _____

5. Exact Type of Merchandise Selling: _____

6. Length of time to be covered by a peddler's, solicitors or transient merchant permit: _____

7. Name(s) of person going door to door, social security number, description of vehicle(s), and license plate number(s):

Name	SS#	Vehicle Description	License Plate #
------	-----	---------------------	-----------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

8. Applicant's Federal Identification Number and Federal Identification Number of any business for which applicant claims to be peddling as an agent, employee, or otherwise.

9. Iowa Sales Tax Permit Number or attach letter from the Iowa Department of Revenue confirming a sales tax permit is not required. Permit Number _____
10. Please attach Department of Criminal Investigation criminal history report/record for applicant from the state of applicant's residence for the previous five (5) years, including pending charges, dated no more than 30 days prior to the date of the application.
11. Please attach a criminal background check from the State of Iowa for applicant and any additional individuals listed on application, dated no more than 1 year prior to the date of the application.
12. Has applicant been listed on any sex offender registry within the last five (5) years? _____
13. Has applicant had a peddlers, solicitors or transient merchant license suspended, revoked, or denied by this or any other city in the last five (5) years?
Yes _____ No _____
If yes, the reason why.

14. The dates of any previous peddlers, solicitors or transient merchant licenses issued by the City Clerk:

The Undersigned, in support of their request for the issuance of a peddlers, solicitor or transient merchant permit, states the information provided above is true and correct.

Print Name	Signature	Date
------------	-----------	------

License Fees:

1. Solicitors*. For each person actually soliciting (principal or agent), a fee of one hundred dollars (\$100.00) per year.

2. Peddlers* or Transient Merchants*: (check one)

1 day \$50.00 ☐

1 week \$100.00 ☐

1 to 6 months \$200.00 ☐

1 year or major part thereof \$300.00 ☐

Bond Required. Before a license under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the Code of Iowa.

Restriction. All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of ten o'clock (10:00) a.m. and eight o'clock (8:00) p.m.

Definitions:

1. "Peddler" means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street.
 2. "Solicitor" means any person who solicits or attempts to solicit from house to house or upon the public street any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at the future date.
 3. "Transient merchant" means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader or auctioneer does not exempt any person from being considered a transient merchant.
-

For Clerk's Use Only:

Date: _____ Fee: _____ Receipt # _____ Permit # _____

Subject

Presentation of an IT project that is included in the approved FY 18 Budget (annual computer replacement)

Information

Informational Technology Kurt Ripperger will provide an update on the annual computer replacement. The FY18 Budget includes funding in the amount of \$22,500 for annual computer replacement. IT budgets funds to replace approximately 25% of the organizations computers each year. In the FY18 budget we are planning on replacing 25 desktop computers. This request will be to purchase 22 identical Dell desktop computers along with 27 replacement monitors. IT has identified 3 computers that need increased RAM and processing speed. Those computers will be bought individually from Dell Outlet as stock becomes available bringing the yearly total to 25 computers.

Regularly scheduled computer replacement is a critical part of the organizations IT plan. Timely replacement prevents costly downtime of systems while providing employees with the most up to date systems available on a four-year cycle. Purchasing computers and monitors in bulk allows for additional discounts from vendors as well as simplifying roll out times and configurations for the IT staff. Utilizing identical machines also allows for the standardize purchase of emergency backup parts such as hard drives and power supplies to minimize downtime in cases of parts failure.

In accordance with the City's Purchasing Policy, written quotations are being solicited from at least three suppliers. Below is a copy of the specifications that has been shared with CDW, Dell and SCW. City Staff are not aware of local vendors that offer this equipment direct. Since the anticipated cost for the equipment is at a cost that requires City Council approval, Staff expects to present a recommendation for purchase for the Council's consideration at the July 17, 2017 meeting.

Quote Specifications:

22 – Dell CTO 3050 – Part # 300001477699 – Optiplex Desktop Computer
9 – Dell E2016H - Monitor
2 – Dell P2217H - Monitor
16 – Dell P2017H - Monitor

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 07/03/2017

Subject

Resolution approving salaries

Information

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

Tammy Bruce, from part-time clerical police department Range 2-5 \$17.079/hour to full-time clerical police department Range 14-4 \$39,982/year (includes longevity) effective June 25, 2017

Alexandrea Brown, Seasonal Concession - Pickard, \$8.00/hour effective July 5, 2017-first year employee

Maddie Daughenbaugh, Seasonal Concession - Pickard, \$8.00/hour effective July 5, 2017-first year employee

Justin Seifrig, Seasonal Concession - Pickard, \$8.00/hour effective July 5, 2017-first year employee

Nicole Homes, Season Concession - Pickard, \$8.25/hour effective June 9, 2017- returning employee

Roll call is in order.

Fiscal Impact

Attachments

PCN's

PCN Nicole Holmes

PCN Tammy Bruce

Resolution



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Alexandrea Brown

Effective Date (must be at beginning of a pay period, except new hires): Wednesday, July 5

New Hire: ☒ Rehire: ☐ Status Change: ☐ Step Increase: ☐

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE		Concessions – Pickard
STATUS		Seasonal
PAY RANGE		
PAY RATE W/OUT LONGEVITY		\$8.00/hour
PAY RATE W/ LONGEVITY (If not eligible, put N/A)		N/A
EXEMPT/NONEXEMPT		Non-exempt
DEPARTMENT NAME		Parks and Recreation
ACCOUNT NUMBER		042-4200-60110
FTE		
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: _____

Date: 6/21/17

Human Resources: _____

Date: 6/22/17

Finance (pay changes only): _____

Date: 6/21/17

City Manager or GM: _____

Date: 6/22/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Maddie Daughenbaugh

Effective Date (must be at beginning of a pay period, except new hires): Wednesday, July 5

New Hire: ☒ Rehire: ☐ Status Change: ☐ Step Increase: ☐

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE		Concessions – Pickard
STATUS		Seasonal
PAY RANGE		
PAY RATE W/OUT LONGEVITY		\$8.00/hour
PAY RATE W/ LONGEVITY (If not eligible, put N/A)		N/A
EXEMPT/NONEXEMPT		Non-exempt
DEPARTMENT NAME		Parks and Recreation
ACCOUNT NUMBER		042-4200-60110
FTE		
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: _____

Date: 6/21/17

Human Resources: _____

Date: 6/22/17

Finance (pay changes only): _____

Date: 6/21/17

City Manager or GM: _____

Date: 6/22/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Justin Seifrig

Effective Date (must be at beginning of a pay period, except new hires): Wednesday, July 5

New Hire: ☒ Rehire: ☐ Status Change: ☐ Step Increase: ☐

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE		Concessions – Pickard
STATUS		Seasonal
PAY RANGE		
PAY RATE W/OUT LONGEVITY		\$8.00/hour
PAY RATE W/ LONGEVITY (If not eligible, put N/A)		N/A
EXEMPT/NONEXEMPT		Non-exempt
DEPARTMENT NAME		Parks and Recreation
ACCOUNT NUMBER		042-4200-60110
FTE		
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: _____

Date: 6/21/17

Human Resources: _____

Date: 6/22/17

Finance (pay changes only): _____

Date: 6/21/17

City Manager or GM: _____

Date: 6/22/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Nicole Holmes

Effective Date (must be at beginning of a pay period, except new hires): Friday, June 9, 2017

New Hire: ☐ Rehire: ☐ Status Change: ☐ Step Increase: ☐

Other Pay Change: ☒ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE	Concessions – Pickard	Concessions – Pickard
STATUS	Seasonal	Seasonal
PAY RANGE		
PAY RATE W/OUT LONGEVITY	\$8.00/hour	\$8.25/hour
PAY RATE W/ LONGEVITY (If not eligible, put N/A)	N/A	N/A
EXEMPT/NONEXEMPT	Non-exempt	Non-exempt
DEPARTMENT NAME	Parks and Recreation	Parks and Recreation
ACCOUNT NUMBER	042-4200-60110	042-4200-60110
FTE		
UNION STATUS	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐

Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: Originally submitted as a new hire. She is actually a returning employee entitled to an increase.

APPROVALS:

Dept Head: _____

Date: 6/29/17

Human Resources: _____

Date: 6/29/17

Finance (pay changes only): _____

Date: 6/29/17

City Manager or GM: _____

Date: 6/29/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Tammy Bruce

Effective Date (must be at beginning of a pay period, except new hires): 6/25/2017

New Hire: ☐ Rehire: ☐ Status Change: ☒ Step Increase: ☐

Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: Longevity Correction

	FROM	TO
JOB TITLE	Police Clerical	Police Clerical
STATUS	PT	FT
PAY RANGE	R2-5	R14-4
PAY RATE W/OUT LONGEVITY	16.929	36,732 / 15.976
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	17.079 (\$0.15/hr long)	36,982 / 17.780 (\$250/long)
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Police	Police
ACCOUNT NUMBER		
FTE	.8	1.0
UNION STATUS	City Non Union ☐ City Union X ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☐ City Union X ☐ IMU Non Union ☐ IMU Union ☐

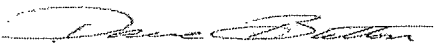
Termination: Voluntary: ☐ Involuntary: ☐ Retirement: ☐ Eligible for Rehire: Yes ☐ No ☐

Reason for Termination: _____ Vaca/Pers Payout: Yes ☐ No ☐

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: Change from part time to full time status; job title and job duties are the same.

APPROVALS:

Dept Head: 

Date: 6/27/2017

Human Resources: 

Date: 6/27/17

Finance (pay changes only): 

Date: 6/27/17

City Manager or GM: 

Date: 6/28/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

FOR OFFICE USE: HR Entered: Initial: _____ Date: _____ Payroll Reviewed: Initial: _____ Date: _____

RESOLUTION 2017-____
APPROVING SALARIES

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

Tammy Bruce, from part-time clerical police department Range 2-5 \$17.079/hour to Full-time clerical police department Range 14-4 \$39,982/year (include longevity) effective June 25, 2017

Alexandrea Brown, Seasonal Concession - Pickard, \$8.00/hour effective July 5, 2017

Maddie Daughenbaugh, Seasonal Concession - Pickard, \$8.00/hour effective July 5, 2017

Justin Seifrig, Seasonal Concession - Pickard, \$8.00/hour effective July 5, 2017

Nicole Holmes, Seasonal Concession – Pickard, \$8.25/hour effective June 9, 2017

Passed and approved on the 3rd day of July, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk