



CITY OF INDIANOLA COUNCIL MEETING

October 2, 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. September 18, 2017 Minutes
 - C. Applications
 1. A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor and Sunday Sales Privilege for Hy Vee Food Stores - 910 N. Jefferson
 2. A renewal Class "C" Liquor License and Sunday Sales Privilege for MoJo's - 206 N. Howard
 3. A renewal Class "B" Beer, Class "B" Native Wine Permit for Pete's Pizza - 118 N. Howard
 4. A renewal Class "B" Native Wine Permit for the Indianola Glass Creations - 119 N. Buxton
 5. A renewal Class "B" Native Wine, Class "C" Beer and Sunday Sales Privilege for Casey's - 1101 E. 2nd Avenue
 6. A renewal Class "C" Liquor License and Sunday Sales Privilege for the Hy Vee Market Cafe - 910 N. Jefferson
 7. A renewal refuse hauling permit for T.R.M. Disposal LLC
 - D. Resolution setting October 16, 2017 as a hearing for complaints filed on tobacco sales permit violations

- E.** Resolution setting October 16, 2017 as a public hearing and first consideration of a property maintenance code and nuisance abatement ordinance
 - F.** Street usage application from Indianola Christian Union Church for their annual Hillbilly Hike Half Marathon & 10K Race on November 4, 2017 from 7:00 a.m. - 8:45 a.m. - request is to start at the Indianola High School to 9th Street then to the McVay Trail
 - G.** Claims on the computer printout for October 2, 2017
- 6.** Council Reports
 - A.** Greater Des Moines Convention Report - John Parker
- 7.** Mayor's Report - Kelly B. Shaw
 - A.** Community Update
- 8.** Public Consideration
 - A.** Old Business
 - 1.** 2017 Drainage Repair Project
 - a.** Resolution approving the contract and bond with Vanderpool Construction in an amount of \$118,399.00
 - 2.** 2017 Pickard Park Concession/Storage Building
 - a.** Resolution ordering construction of public improvements and fixing a date for hearing (October 16, 2017) and taking of bids (October 10, 2017)
 - 3.** Final consideration of an ordinance amending the city's recycling rates
 - 4.** Resolution authorizing the submittal of an application for Iowa Department of Transportation Iowa Clean Air Attainment Program (ICAAP) funding for Traffic Signal System Timings and Coordination Plans
 - 5.** Discussion regarding the fireworks ordinance and possibly setting a public hearing to amend the ordinance
 - B.** New Business
 - 1.** Request from the Chamber of Commerce and Square business owners to review sign regulations
 - 2.** Discussion and direction regarding the FY 2019 budget calendar
 - 3.** Direction regarding the health insurance renewals for 2018
 - 4.** Presentation of Strategic Plan Focus Area 6-1-b - regarding the evaluation of potential cost savings associated with converting park areas to native prairies

5. Consider project acceptance & maintenance bonds for Ashton Park #6
6. Discussion and direction regarding a request from Cemen Tech to utilize the city street sweeper following a Habitat for Humanity event
7. Consider request for a sidewalk waiver (no curb and gutter) at 802 E. Hillcrest Avenue
8. Resolution approving salaries
9. Other Business
 - A. Consider motion to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property
 - B. Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
10. Adjourn

Subject
September 18, 2017 Minutes

Information

Fiscal Impact
Attachments

Minutes

REGULAR SESSION – SEPTEMBER 18, 2017

The City Council met in regular session at 7:00 p.m. on September 18, 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 and Greta Southall. ABSENT: Brad Ross.

Mayor Shaw administered the oath of office to Police Officer Joshua Temple.

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

Approval of agenda

September 5, 2017 Minutes

Applications

- A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for LaCasa Restaurant - 508 N. Jefferson
- A renewal Class "C" Beer Permit and Sunday Sales Privilege for Casey's – 607 N. Jefferson
- A new Class "B" Wine Permit and Special Class "C" Liquor License for The Local Vine - 126 W. Ashland

Second consideration of an ordinance amending the city's recycling rates

Resolution No. 2017-126 approving the IDOT Street Finance Report (The complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2017-127 authorizing the certificate of liens to the Warren County Treasurer for purposes of assessing the cost of the nuisance abatement against property (mowing of property)- the complete resolution may be viewed at the City Clerks' Office

Event application from the City of Indianola Parks and Recreation for their annual Children's Costume Party and Parade - request is to close the inside lanes around the square on October 28, 2017 from 7:00 a.m. - 1:00 p.m.

Prior approval applications for urban revitalization designation

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

Steger Construction - 601/603 E. Scenic Valley Avenue - Duplex - \$290,275

Andrew Hart - 802 E. Hillcrest Avenue - Self Storage Units - \$169,000

Final approval applications for urban revitalization designation

Orton Homes - 1404 N. 9th Street - SFD - \$151,000

C&M Construction Services - 1602 W. Girard Avenue - SFD - \$166,000

Ground Breaker Homes - 706 W. Trail Ridge - SFD - \$262,500

Ground Breaker Homes - 704 W. Trail Ridge - SFD - \$262,500

4G Properties LLC/Westar Foods, Inc. - 300 E. Trail Ridge Avenue - Restaurant - \$950,000

McDonald's - 1207 N. Jefferson Way - Restaurant - \$725,000

Ground Breaker Homes - 1305 S. "O" Street - SFD - \$160,100

Autumn Ridge Development - 1101 North "O" - SFD - \$141,800

Claims on the computer printout for September 18, 2017 and the August 2017 receipts

The July 2017 treasurer's report was approved on a motion by Pepper and seconded by Parker. On roll call the vote was, AYES: Gezel, Southall, Parker, Clark and Pepper. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously.

Mayor Shaw presented the Metro Advisory committee report.

Upon the final consideration of an ordinance amending the municipal code of the City of Indianola, Iowa, concerning utility billing, Pepper moved and Parker seconded to adopt ORDINANCE NO. 1577 entitled, "AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA CONCERNING UTILITY BILLING." On roll call the vote was, AYES: Gezel, Southall, Parker, Clark and Pepper. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

The following resolution entitled, "RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BELIEU CONCRETE IN AN AMOUNT OF \$30,397.54 FOR THE 2017 SIDEWALK REPAIR PROGRAM" was approved on a motion by Clark and seconded by Pepper. On roll call the vote was, AYES: Pepper, Gezel, Southall, Parker and Clark. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-128
RESOLUTION APPROVING A PROFESSIONAL SERVICE AGREEMENT WITH BELIEU
CONCRETE IN AN AMOUNT OF \$30,397.54 FOR THE 2017 SIDEWALK REPAIR PROGRAM

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

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Drainage Repair Projects for City of Indianola, Indianola, Iowa. The Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed. Mayor Shaw stated a letter has been received and filed with the City of Indianola City Council from EJM Pipe Services Inc. stating they are formally contesting that their bid is being rejected.

Council Member Parker introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", for the 2017 Drainage Repair Projects and moved that it be adopted. Council Member Southall seconded the motion to adopt. The roll was called and the vote was, AYES: Clark, Pepper, Gezel, Southall and Parker. NAYS: None. Absent: Ross. Whereupon the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2017-129
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST
For the 2017 Drainage Repair Projects

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

The Mayor then announced that the City Clerk and the Director of Finance had opened and tabulated the bids for the public improvements described in general as the 2017 Drainage Repair Project for City of Indianola, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

The following bids were presented by the City Clerk and the Director of Finance.

Company and Address	Bid
Vanderpool Construction Indianola, Iowa	\$118,399.00
J&K Contracting Ames, Iowa	\$133,999.00

The Finance Director then recommended the bid from Vanderpool Construction in an amount of \$118,399.00 be accepted.

Council Member Clark introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT" for the 2017 Drainage Repair Project, and moved its adoption. Council Member Pepper seconded the motion to adopt. The roll was called and the vote was: AYES: Pepper, Gezel, Southall, Parker and Clark. NAYS: None. ABSENT: Ross. Whereupon, the Chair declared the following Resolution duly adopted:

RESOLUTION NO. 2017-130
RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT
For the 2017 Drainage Repair Project

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

It was moved by Parker and seconded by Pepper to adopt the following resolution entitled, "RESOLUTION APPROVING THE 28E AGREEMENT AUTHORIZATION FOR THE KENNEDY STREET PROJECT AND CONSTRUCTION AWARD." On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall and Parker. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO 2017-131
RESOLUTION APPROVING THE 28E AGREEMENT AUTHORIZATION FOR THE KENNEDY
STREET PROJECT AND CONSTRUCTION AWARD

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

Council member Parker moved and Pepper seconded to approve the following resolution entitled, "RESOLUTION APPROVING THE CONTRACT AND BOND TO JOINER CONSTRUCTION IN AN AMOUNT OF \$1,004,093.00 FOR THE 2017 MORLOCK LIFT STATION AND FORCE MAIN PROJECT." On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall and Parker. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-132
RESOLUTION APPROVING THE CONTRACT AND BOND TO JOINER CONSTRUCTION IN AN
AMOUNT OF \$1,004,093 FOR THE 2017 MORLOCK LIFT STATION
AND FORCE MAIN PROJECT

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

Southall moved and Pepper seconded to adopt the following resolution entitled, "RESOLUTION APPROVING NEGOTIATED SETTLEMENTS FOR SANITARY SEWER IMPROVEMENTS" for the 2017 Morlock Lift Station and Force Main Project. On roll call the vote was, AYES: Parker, Clark, Pepper, Gezel and Southall. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-133
RESOLUTION APPROVING NEGOTIATED SETTLEMENTS FOR
SANITARY SEWER IMPROVEMENTS
For the 2017 Morlock Lift Station and Force Main Project

(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 APPROVING THE CONTRACT AND BOND TO J&K CONTRACTING IN AN AMOUNT OF \$1,882,222.00 FOR THE 2017 MORLOCK LIFT STATION DOWNSTREAM GRAVITY SEWER IMPROVEMENTS." On roll call the vote was, AYES: Gezel, Southall, Parker, Clark and Pepper. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-132
RESOLUTION APPROVING THE CONTRACT AND BOND TO J&K CONTRACTING IN AN
AMOUNT OF \$1,882,222.00 FOR THE 2017 MORLOCK LIFT STATION
DOWNSTREAM GRAVITY SEWER IMPROVEMENTS

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

Parker moved and Pepper seconded to adopt the following resolution entitled, "RESOLUTION APPROVING NEGOTIATED SETTLEMENTS FOR SANITARY SEWER IMPROVEMENTS" for the 2017 Morlock Lift Station Downstream Gravity Sewer Improvements. On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall and Parker. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-133
RESOLUTION APPROVING NEGOTIATED SETTLEMENTS FOR
SANITARY SEWER IMPROVEMENTS
For the 2017 Morlock Lift Station Downstream Gravity Sewer Improvements

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

The following resolution entitled, "RESOLUTION APPROVING A CONSTRUCTION PHASE SERVICE AGREEMENT WITH HR GREEN IN AN AMOUNT OF \$178,600.00 FOR THE MORLOCK SANITARY SEWER IMPROVEMENTS" was approved on a motion by Parker and seconded by Pepper. On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall and Parker. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-134
RESOLUTION APPROVING A CONSTRUCTION PHASE SERVICE AGREEMENT WITH HR
GREEN IN AN AMOUNT OF \$178,600.00 FOR THE
MORLOCK SANITARY SEWER IMPROVEMENTS

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

It was moved by Southall to adopt the following resolution entitled, "RESOLUTION APPROVING THE BIDS (Skyline Steel for \$12,682.47 and Herberger Construction for \$5,400) FOR THE REPAIR OF THE EXPOSED SEWER MAIN AT THE INDIANOLA COUNTRY CLUB". Gezel seconded the motion to adopt. On roll call the vote was, AYES: Parker, Clark, Pepper, Gezel and Southall. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried

unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-137
RESOLUTION APPROVING THE BIDS (Skyline Steel for \$12,682.47 and Herberger Construction for
\$5,400) FOR THE REPAIR OF THE EXPOSED SEWER MAIN
AT THE INDIANOLA COUNTRY CLUB

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

A public hearing was held to consider amending the FY 2018 budget. There were no objections either oral or written. Parker moved and Southall seconded to approve the following resolution entitled, "RESOLUTION ADOPTING THE AMENDED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2018." On roll call the vote was, AYES: Clark, Pepper, Gezel, Southall and Parker. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-138
RESOLUTION ADOPTING THE AMENDED BUDGET FOR FISCAL YEAR ENDING
JUNE 30, 2018

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

Fire Chief Greg Chia presented the RFP for the 2017 Medic Unit. Proposal will be due by October 17, 2017 and will be presented to City Council on November 6, 2017. It was the consensus of the City Council to proceed with the RFP process.

The following resolution entitled, "RESOLUTION APPROVING THE FINAL PLAT OF ASHTON PLAT 6" was approved on a motion by Southall and seconded by Parker. On roll call the vote was, AYES: Parker, Clark, Pepper, Gezel and Southall. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-139
RESOLUTION APPROVING THE FINAL PLAT OF ASHTON PLAT 6

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

Doug Bylund, Park and Recreation Director, and Tim West, Snyder and Associated, presented the RFP for the Pickard Park Concession/Storage Building. It was the consensus of the City Council to proceed with the RFP process.

Jason Etnyre, Street Superintendent, presented the RFP for the recycling and appliance proposal at the Brush Facility. Proposals will be due January 2, 2018 and will be presented to City Council on January 16, 2018. It was the consensus of the City Council to proceed with the RFP process.

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

RESOLUTION NO. 2017-140
RESOLUTION AMENDING THE CITY COUNCIL POLICY FOR THE FINANCIAL POLICY

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

Finance Director Chris DesPlanques presented the proposed draft of a quarterly financial report.

The following “RESOLUTION APPROVING SALARIES” was approved on a motion by Pepper and seconded by Parker. On roll call the vote was, AYES: Gezel, Southall, Parker, Clark and Pepper. NAYS: None. ABSENT: Ross. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-141
RESOLUTION APPROVING SALARIES

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

Meeting adjourned at 8:00 p.m. on a motion by Gezel and second by Clark.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

Meeting Date: 10/02/2017

Subject

A renewal Class "B" Wine, Class "C" Beer, Class "E" Liquor and Sunday Sales Privilege for Hy Vee Food Stores - 910 N. Jefferson

Information

This is a renewal of Hy Vee's liquor license located at 910 N. Jefferson. All the paperwork is in order and staff has approved. Owners are: Stephen Meyer, Randy Edeker, Michael Skokan and Jeffrey Pierce.

Fiscal Impact

Attachments

HyVee Food Store Permit

September 19, 2017

NAME OF APPLICANT: Hy Vee Food Store – 910 N. Jefferson

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

	<u>Approve</u>	<u>Disapprove*</u>
Police Chief	<u>X</u>	<u></u>
Fire Chief	<u>∞</u>	<u></u>
B&Z Official	<u>2</u>	<u></u>
Sign Compliance	<u>2</u>	<u></u>

*Reasons for disapproval

Applicant License Application (LE0000432)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee Food Store</u>		
Address of Premises: <u>910 N Jefferson</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>5012500</u>
Business	<u>(515) 961-5329</u>	
Mailing	<u>5820 Westown Pkwy</u>	
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Denae Elgin</u>	
Phone: <u>(515) 267-2874</u>	Email <u>delgin@hy-vee.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 11/21/2017

Expiration Date: 11/20/2018

Privileges:

Class B Wine Permit
Class C Beer Permit (Carryout Beer)
Class E Liquor License (LE)
Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number:	Federal Employer ID :

Ownership

Stephen Meyer

First Name: Stephen **Last Name:** Meyer
City: Des Moines **State:** Iowa **Zip:** 50309
Position: Executive VP, Secretary
% of Ownership: 0.00% **U.S. Citizen:** Yes

Randy Edeker

First Name: Randy **Last Name:** Edeker
City: Urbandale **State:** Iowa **Zip:** 50322
Position: CEO, President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Michael Skokan

First Name: Michael **Last Name:** Skokan

City: Waukee State: Iowa Zip: 50263
Position: CFO, Treasurer
% of Ownership: 0.00% U.S. Citizen: Yes
Jeffrey Pierce
First Name: Jeffrey Last Name: Pierce
City: West Des Moines State: Iowa Zip: 50265
Position: Asst. Treasurer, Financial
Reporting
% of Ownership: 0.00% U.S. Citizen: Yes

Insurance Company Information

Insurance Company: <u>EMPLOYERS MUTUAL CASUALTY COMPANY</u>	
Policy Effective Date: <u>11/21/2017</u>	Policy Expiration <u>01/01/1900</u>
Bond Effective <u>2</u>	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Meeting Date: 10/02/2017

Subject

A renewal Class "C" Liquor License and Sunday Sales Privilege for MoJo's - 206 N. Howard

Information

This is a renewal of MoJo's liquor license located at 206 N. Howard. All of the paperwork is in order and staff has approved. Owners are: Daniel Brown and Clint Brightman.

Fiscal Impact

Attachments

MoJo's Permit

September 19, 2017

NAME OF APPLICANT: MoJo's – 206 N. Howard

TYPE OF LICENSE/PERMIT: Class "C" Liquor License and Sunday Sales Privilege

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

*Reasons for disapproval

Applicant License Application (LC0040440)

Name of Applicant: <u>Brightman/Brown Enterprises LLC</u>		
Name of Business (DBA): <u>Mojo's</u>		
Address of Premises: <u>206 North Howard ST</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business <u>(515) 961-0081</u>		
Mailing <u>206 North Howard ST</u>		
City <u>Indianola</u>	State <u>IA</u>	Zip: <u>50125</u>

Contact Person

Name <u>Dan Brown</u>	
Phone: <u>(515) 442-3653</u>	Email <u>Dbrown70@q.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 11/05/2017

Expiration Date: 11/04/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

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

Ownership

Daniel Brown

First Name: <u>Daniel</u>	Last Name: <u>Brown</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50315</u>
Position: <u>member</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: Yes	

Clint Brightman

First Name: <u>Clint</u>	Last Name: <u>Brightman</u>	
City: <u>Indianola</u>	State: <u>Iowa</u>	Zip: <u>50125</u>
Position: <u>member</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: Yes	

Insurance Company Information

Insurance Company: <u>Society Insurance</u>

Meeting Date: 10/02/2017

Subject

A renewal Class "B" Beer, Class "B" Native Wine Permit for Pete's Pizza - 118 N. Howard

Information

This is a renewal of Pete's Pizza liquor license located at 118 N. Howard. All of the paperwork is in order and staff has approved. Owners are: Tim and Beverly Bingaman.

Fiscal Impact

Attachments

Pete's Pizza Permit

September 19, 2017

NAME OF APPLICANT: Pete's Pizza – 118 N. Howard

TYPE OF LICENSE/PERMIT: Class "B" Beer, Class "B" Native Wine Permit

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

*Reasons for disapproval

Applicant License Application (BB0027985)

Name of Applicant: <u>Bingaman, Beverly J.</u>		
Name of Business (DBA): <u>Petes Pizza</u>		
Address of Premises: <u>118 N Howard</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business	<u>(515) 961-7797</u>	
Mailing	<u>712 W 1st</u>	
City <u>Indianola</u>	State <u>IA</u>	Zip: <u>50125</u>

Contact Person

Name <u>Beverly Bingaman</u>
Phone: <u>(515) 961-7797</u> Email <u>bandtbing@gmail.com</u>

Classification Class B Beer (BB) (Includes Wine Coolers)

Term: 12 months

Effective Date: 10/17/2017

Expiration Date: 10/16/2018

Privileges:

Class B Beer (BB) (Includes Wine Coolers)

Class B Native Wine Permit

Status of Business

BusinessType: <u>Sole Proprietorship</u>	
Corporate ID Number:	Federal Employer ID <u>Applied For</u>

Ownership

Beverly Bingaman

First Name: <u>Beverly</u>	Last Name: <u>Bingaman</u>	
City: <u>Indianola</u>	State: <u>Iowa</u>	Zip: <u>50125</u>
Position: <u>Owner</u>		
% of Ownership: <u>60.00%</u>	U.S. Citizen: <u>Yes</u>	

Timothy Bingaman

First Name: <u>Timothy</u>	Last Name: <u>Bingaman</u>	
City: <u>Indianola</u>	State: <u>Iowa</u>	Zip: <u>50125</u>
Position: <u>Owner</u>		
% of Ownership: <u>40.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Cincinnati Specialty Underwriters</u>
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Meeting Date: 10/02/2017

Subject

A renewal Class "B" Native Wine Permit for the Indianola Glass Creations - 119 N. Buxton

Information

This is a renewal of the Indianola Glass Creations liquor license. All of the paperwork is in order and staff has approved. Rachel Hall is the owner.

Fiscal Impact

Attachments

Indianola Glass Creation Permit

September 19, 2017

NAME OF APPLICANT: Indianola Glass Creations – 119 N. Buxton

TYPE OF LICENSE/PERMIT: Class “B” Native Wine Permit

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

*Reasons for disapproval

Applicant License Application (WBN000920)

Name of Applicant: <u>Indianola Glass Creations, LLC</u>		
Name of Business (DBA): <u>Indianola Glass Creations</u>		
Address of Premises: <u>119 N. Buxton Street</u>		
City <u>Indianola</u>	County: <u>Iowa</u>	Zip: <u>50125</u>
Business	<u>(515) 961-1957</u>	
Mailing	<u>119 N. Buxton Street</u>	
City <u>Indianola</u>	State <u>IA</u>	Zip: <u>50125</u>

Contact Person

Name	<u>Rachel Hall</u>		
Phone:	<u>(515) 961-1957</u>	Email	<u>indianolaglass@yahoo.com</u>

Classification Class B Native Wine Permit (WBN)

Term: 12 months

Effective Date: 11/01/2017

Expiration Date: 10/31/2018

Privileges:

Class B Native Wine Permit (WBN)

Status of Business

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

Ownership

Rachel Hall

First Name:	<u>Rachel</u>	Last Name:	<u>Hall</u>
City:	<u>Indianola</u>	State:	<u>Iowa</u>
Position:	<u>Owner</u>	Zip:	<u>50125</u>
% of Ownership:	<u>100.00%</u>	U.S. Citizen:	<u>Yes</u>

Insurance Company Information

Insurance Company:	
Policy Effective Date:	Policy Expiration
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

Meeting Date: 10/02/2017

Subject

A renewal Class "B" Native Wine, Class "C" Beer and Sunday Sales Privilege for Casey's - 1101 E. 2nd Avenue

Information

This is a renewal of Casey's liquor license located at 1101 E. 2nd Avenue. All of the paperwork is in order and staff has approved. Owners include Casey's General Stores, Michael Richardson, Robert Ford, Julia Jackowski and James Pistillo.

Fiscal Impact

Attachments

Casey's Permit

September 25, 2017

NAME OF APPLICANT: Casey's – 1101 E. 2nd Avenue

TYPE OF LICENSE/PERMIT: Class "B" Native Wine, Class "C" Beer and Sunday Sales Privilege

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

*Reasons for disapproval

Applicant License Application (BC0029646)

Name of Applicant: <u>Casey's Marketing Company</u>		
Name of Business (DBA): <u>Casey's General Store #2894</u>		
Address of Premises: <u>1101 E Second Ave</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business <u>(515) 961-5322</u>		
Mailing <u>PO Box 3001</u>		
City <u>Ankeny</u>	State <u>IA</u>	Zip: <u>500218045</u>

Contact Person

Name <u>JESSICA FISHER, Store Operations</u>
Phone: <u>(515) 446-6404</u> Email <u>JESSICA.FISHER@caseys.com</u>

Classification Class C Beer Permit (BC)

Term: 12 months

Effective Date: 12/01/2017

Expiration Date: 11/30/2018

Privileges:

Class B Native Wine Permit

Class C Beer Permit (BC)

Sunday Sales

Status of Business

BusinessType: <u>Publicly Traded Corporation</u>	
Corporate ID Number: _____	Federal Employer ID _____

Ownership

42-0935283 Casey's General

Stores, Inc.

First Name: 42-0935283

Last Name: Casey's General Stores, Inc.

City: Ankeny

State: Iowa

Zip: 50021-804

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: Yes

Michael Richardson

First Name: Michael

Last Name: Richardson

City: Pleasant Hill

State: Iowa

Zip: 50327

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Robert C. Ford

First Name: Robert C.

Last Name: Ford

City: ANKENY

State: Iowa

Zip: 50023

Position: Vice President

% of Ownership: 0.00%

U.S. Citizen: Yes

Julia L. Jackowski

First Name: Julia L.

Last Name: Jackowski

City: Urbandale

State: Iowa

Zip: 50322

Position: Secretary

% of Ownership: 0.00%

U.S. Citizen: Yes

James Pistillo

First Name: James

Last Name: Pistillo

City: Urbandale

State: Iowa

Zip: 50323

Position: Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company:

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Meeting Date: 10/02/2017

Subject

A renewal Class "C" Liquor License and Sunday Sales Privilege for the Hy Vee Market Cafe - 910 N. Jefferson

Information

This is a renewal of Hy Vee Market Cafe liquor license located at 910 N. Jefferson. All of the paperwork is in order and staff has approved. Owners include: Randy Edeker, Michael Jurgens, Michael Skokan and Jeffrey Pierce.

Fiscal Impact

Attachments

Hy Vee Market Cafe Permit

September 25, 2017

NAME OF APPLICANT: HyVee Market Café- 910 N. Jefferson

TYPE OF LICENSE/PERMIT: Class ""C" Liquor License and Sunday Sales Privilege

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

*Reasons for disapproval

Applicant License Application (LC0041318)

Name of Applicant: <u>Hy-Vee, Inc.</u>		
Name of Business (DBA): <u>Hy-Vee Market Cafe</u>		
Address of Premises: <u>910 N Jefferson</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business	<u>(515) 961-5329</u>	
Mailing	<u>5820 Westown Pkwy</u>	
City <u>West Des Moines</u>	State <u>IA</u>	Zip: <u>50266</u>

Contact Person

Name <u>Denae Elgin</u>	
Phone: <u>(515) 267-2874</u>	Email <u>delgin@hy-vee.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 12/01/2017

Expiration Date: 11/30/2018

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Sunday Sales

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number:	Federal Employer ID

Ownership

Randy Edeker

First Name: <u>Randy</u>	Last Name: <u>Edeker</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>CEO, President</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Jurgens

First Name: <u>Michael</u>	Last Name: <u>Jurgens</u>	
City: <u>Des Moines</u>	State: <u>Iowa</u>	Zip: <u>50312</u>
Position: <u>Vice President, Secretary</u>		
% of Ownership: <u>0.00%</u>	U.S. Citizen: <u>Yes</u>	

Michael Skokan

First Name: <u>Michael</u>	Last Name: <u>Skokan</u>	
City: <u>Waukee</u>	State: <u>Iowa</u>	Zip: <u>50263</u>

Position: CFO, Treasurer

% of Ownership: 0.00%

U.S. Citizen: Yes

Jeffrey Pierce

First Name: Jeffrey

Last Name: Pierce

City: Waukee

State: Iowa

Zip: 50263

Position: Ass't Treasurer, Financial

% of Ownership: 0.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: DAKOTA FIRE INSURANCE COMPANY

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Meeting Date: 10/02/2017

Subject

A renewal refuse hauling permit for T.R.M. Disposal LLC

Information

This is a renewal of TRM's refuse hauling permit. All of the paperwork is in order for approval.

Fiscal Impact

Attachments

TRM Refuse Hauling Permit

SEP 25 2017

INDIANOLA, IOWA

CITY OF INDIANOLA

APPLICATION FOR A PERMIT

I (or We) hereby make application for a refuse hauling permit.

NAME AND TITLE OF BUSINESS T.R.M. Disposal LLC

NATURE OF BUSINESS Refuse hauling residential+commercial, Recycle hauling Commercial

MAIL ADDRESS 901 S. Jefferson Way, Indianola, IA 50125

INDIVIDUAL _____ PARTNERSHIP _____ CORPORATION x

NAME OF OWNER(S) Mike + Sarah Rosenberger

RESIDENT STREET ADDRESS OF OWNER(S) 1301 S O St Indianola IA 50125

Provide a complete and accurate listing of the number and type of collection & transportation equipment to be used.

<u>License No.</u>	<u>Type of Collection</u>	<u>Transportation Equipment</u>
_____	<u>See attached list</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Provide a statement as to the precise location and method of disposal or processing facilities to be used.

Trash

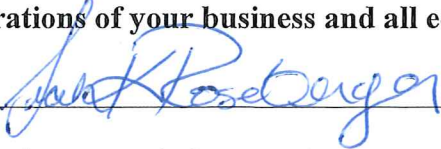
South Central Iowa Landfill - Winterset, hauled via trucks listed above

Recycle - Mid America Recycling - 2742 E. Market St DSM - hauled via the trucks listed above

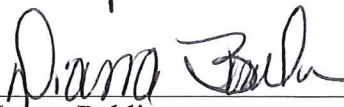
Provide a complete description of the frequency, routes and methods of collection and transportation to be used and time of pick up.

See attached list

A copy of your public liability insurance must be filed along with this application stating coverage of all operations of your business and all equipment and vehicles to be operated.

Signature of Owner 

Subscribed and sworn to before me, (a Notary Public) (City Clerk) in and for the City of Indianola this 25 day of Sept, 2017


Notary Public

City Clerk

<u>Truck #</u>	<u>License No</u>	<u>Type of Collection</u>	<u>Transportation Equipment</u>	<u>Hauler Fee</u>
111	GEL 210	Trash	Rear Load Garbage Truck	\$ 150.00
104	CXL 367	Trash	Rear Load Garbage Truck	\$ 150.00
185	354 YYL	Trash	Rear Load Garbage Truck	\$ 150.00
197	EEB 045	Recycle/Trash	Rear Load Garbage Truck	\$ 150.00
204	DNP 089	Trash	Rear Load Garbage Truck	\$ 150.00
295	CXL 368	Trash	Rear Load Garbage Truck	\$ 150.00
105	GBJ 150	Trash	Rear Load Garbage Truck	\$ 150.00
P100	521 YYL	Recycle/Trash	Chevy Pickup w/dump box	\$ 100.00
Total Hauler Fee Due				\$ 1,150.00

Weekly pickup for residential customers east of Hwy 65/69 on Wednesday, Northwest section on Monday, Central section on Tuesday and the Southwest section on Friday. We are coordinating route days that same as The City's recycle service. We offer weekly or multi-week service for commercial business. All trash is collected and transported in a rear load garbage truck.

Meeting Date: 10/02/2017

Subject

Resolution setting October 16, 2017 as a hearing for complaints filed on tobacco sales permit violations

Information

On October 24, 2016 Lieutenant Rob Hawkins conducted tobacco compliance checks. From that check the permit holder or an employee of the permit holder of Jiffy Express (311 N. Jefferson) sold cigarettes or tobacco products to a person under eighteen years of age.

Council now needs to set October 16, 2017 for a tobacco compliance hearing for this cigarette permittee.

FYI - Jiffy has been sent a letter on September 20, 2017 (packet) stating if they wished to settle this case in lieu of a public hearing a signed agreement and a fee of \$1,500 needed to be submitted no later than three days prior to the hearing date. If the business submits the agreement and civil penalty of \$1,500 within this time frame, council will strike the public hearing from the October 16, 2107 council agenda and accept the Acknowledgement/Settlement Agreement.

Fiscal Impact

Attachments

Tobacco Information
Resolution



BRICK GENTRY P.C.
ATTORNEYS & COUNSELORS AT LAW

Maria E. Brownell
Attorney

T: 515-274-1450
F: 515-274-1488

Maria.brownell@brickgentrylaw.com

September 20, 2017

Jiffy Express
311 N. Jefferson
Indianola, Iowa 50125

NOTICE OF HEARING

SECOND VIOLATION

Re: Permit Holder: Jiffy Express, 311 N. Jefferson, Indianola, IA 50125

The City of Indianola has scheduled a hearing before the City Council at 7:00 p.m. on October 16, 2017, to be held in the City Council Chambers. The Hearing Complaint, which has been filed against you, is attached.

If you or your representative fail to appear at this hearing, a decision may be rendered against you. You have the opportunity to be heard at this hearing and to be represented by an attorney at your own expense regarding the mandatory \$1,500.00 civil penalty or a 30-day suspension of retail permit, prescribed by 453A.22(2)(b) for the violation of Iowa Code Section 453A.2(1), selling, giving or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under eighteen years of age.

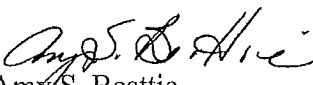
If you wish to settle this case in lieu of the public hearing, you may complete the attached Acknowledgement/Settlement Agreement, returning the original copy, properly signed and dated, to:

Amy S. Beattie, City Attorney
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

no later than three days prior to the hearing date. With this Acknowledgment/Settlement Agreement, you must include a check in the amount of \$1,500.00, made out to the "City of Indianola". This will satisfy the penalty for a second violation under Iowa Code Section 453A.22(2), and will conclude the matter.

Should you have any questions, you may reach me by phone at 515-274-1450, or if you have obtained representation by an attorney in this matter, he or she should contact me.

Sincerely,


Amy S. Beattie

Enclosures

HEARING COMPLAINT

IN RE:	:	
	:	
Permit Holder:	:	
Jeffy Express	:	SECOND VIOLATION
311 N. Jefferson	:	
Indianola, Iowa 50125	:	
	:	

The City of Indianola hereby makes the following Complaint against the above-named Permit Holder:

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age".
2. Iowa Code Section 453A.22(2)(b) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) for a second violation of Iowa Code Section 453A.2(1) or a thirty-day suspension of your retail permit.
3. On or about October 15, 2016, the Permit Holder or an employee of the Permit Holder sold cigarettes or tobacco products to a person under eighteen years of age. A copy of the Compliance Check is attached and incorporated herein.

WHEREFORE, in accordance with Iowa law, the City of Indianola respectfully requests the Indianola City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of One Thousand Five Hundred Dollars (\$1,500.00) or a thirty-day suspension of its retail permit against Jiffy Express, the retail Permit Holder.

Amy S. Beattie
BRICK, GENTRY, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
Email: amy.beattie@brickgentrylaw.com
ATTORNEY FOR THE CITY OF INDIANOLA

Original Filed with Indianola City Council

Copy to Permit Holder:
Jiffy Express
311 N. Jefferson
Indianola, Iowa 50125

ALCOHOLIC
BEVERAGES
DIVISION
State of Iowa[Main Menu](#) | [Retailers List](#) | [Retailer Details](#) | [eMail](#) | [HELP](#) | [Logout](#) **Tobacco, Alternative
Nicotine and Vapor Product Enforcement Program**
Edit Compliance Check**Retailer:** Jiffy Express**Contractor:** Indianola**Payment:** Active Inactive**Date Created:** 10/25/2016 2:37:00
PM**Synar Check:** NO**Results:** Compliant
Not Compliant
Unable to Complete
If unable to complete compliance check select reason:
None Selected**Date Checked:** 10/24/2016
(MM/DD/YYYY)**Time:** 17:47 **Fiscal Year:** 2017
(24:00) Military Time**Officer:** Rob

Hawkins

111

First Name

MI

Last Name

Badge Number

Case Number: 2016-34879**Department:** Indianola Police Dept**Clerk:** Alexis

J

Young

First Name

MI

Last Name

Clerk Gender: Male Female

I have issued a criminal citation to the clerk listed above for selling tobacco,
alternative nicotine products or vapor products to a person under age eighteen. Iowa
Code 2014 453A.2(1).

**Confidential
Informant:**

Age 16

CI Gender

Male

Female

CI Number 6551

(must be last 4 digits of CI's DL)

Race/Ethnicity: White Asian African American Native American Hispanic Other**Attempted
purchase item:** Cigarettes Smokeless Tobacco Alternative Nicotine Product Vapor Product
Other Tobacco Product**Age Requested:** Yes No Clerk failed to request ID or age of CI. Clerk
ID Requested: Yes No was cited and business owner notified.**Comments:**

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Trial Court Case Details

[\[Summary\]](#) [\[Parties\]](#) [\[Long Title\]](#) [\[Filings\]](#) [\[Property/Lis Pendens\]](#) [\[Criminal Charges/Disposition\]](#) [\[Judgment\]](#)
[\[Exhibits\]](#) [\[Financial\]](#) [\[Bonds\]](#) [\[Service Returns\]](#) [\[Traffic Details\]](#) *Links in this section without [] are for registered users only***Charges, Dispositions, Sentences**

Title: STATE vs. YOUNG, ALEXIS J

Case: 05911 STA0064631 (WARREN)

Citation Number: 0129255

Defendant: YOUNG, ALEXIS JCount 01Charge

Charge: 453A.2(1) Description: EMPLOYEE PROVIDING TOBACCO/
Offense Date: 10/24/2016 Arrest Date: Against Type:
DPS Number:

Adjudication

Charge: 453A.2(1) Description: EMPLOYEE PROVIDING TOBACCO/
Adj.: GUILTY BY COURT Adj.Date: 11/22/2016
Adj.Judge: TICKUP,
Comments:

Sentence

Charge: 453A.2(1) Description: EMPLOYEE PROVIDING TOBACCO/
Sentence Date: 11/22/2016 Sentence: FINE
Appeal: Sen.Judge: TICKUP,
Facility Type: Attorney:
Restitution: Drug: Extradition:
Lic.Revoked: DDS: Batterer:

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

IN RE:	:	
	:	
Permit Holder:	:	
Jiffy Express	:	SECOND VIOLATION
311 N. Jefferson	:	
Indianola, IA 50125	:	
	:	

We hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Hearing Complaint filed against us in the above-captioned case. We hereby knowingly and voluntarily acknowledge the facts and allegations contained in the Hearing Complaint, attached hereto and incorporated herein by reference, and knowingly and voluntarily admit that the same are true and correct. We hereby knowingly and voluntarily waive hearing, and submit to the statutory penalties prescribed by Iowa law. We understand that this penalty will count as an official "Second Violation" of Iowa Code Section 453A.2 pursuant to Iowa Code Section 453A.22.

The penalty for a second violation is either a \$1,500.00 fine or a thirty-day suspension of our retail permit. We have chosen:

- _____ (a) the dollar penalty and enclose a check for the amount of \$1,500.00 made payable to the "City of Indianola" or
_____ (b) a thirty-day suspension to settle the above-referenced Hearing Complaint.

In signing below, I hereby certify that I have the authority to bind the above-named Permit Holder.

By: _____
Title: _____

On behalf of Permit Holder: Jiffy Express
311 N. Jefferson
Indianola, Iowa 50125

If you decide to sign this Acknowledgment/Settlement Agreement and waive your appearance at a hearing, this document, properly signed and dated, along with your penalty choice must be returned to:

Amy S. Beattie
BRICK, GENTRY P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50125
Telephone: (515) 274-1450
Fax: (515) 274-1488
ATTORNEY FOR THE CITY

RESOLUTION NO. 2017-____

**A RESOLUTION SETTING HEARING FOR COMPLAINTS FILED ON
TOBACCO SALES PERMIT VIOLATIONS**

WHEREAS, on October 24, 2016, Jiffy Express sold cigarettes or tobacco products to a person under eighteen years of age; and

WHEREAS, Iowa Code Section 453A.2(1) provides that a person shall not “sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under eighteen years of age”

WHEREAS, Iowa Code Section 453A.22(2)(b) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of One Thousand Five Hundred Dollars (\$1,500.00) for a second violation of Iowa Code Section 453A.2(1); and

WHEREAS, a copy of the Complaint has been filed by the City Attorney with the City Clerk; and

WHEREAS, a public hearing is proper prior to consideration of said penalty enforcement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing on the violations is hereby set for October 16, 2017 at 7:00 o'clock p.m. in the Council Chambers of the Municipal Building in Indianola, Iowa.

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

APPROVED this 2nd day of October, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 10/02/2017

Subject

Resolution setting October 16, 2017 as a public hearing and first consideration of a property maintenance code and nuisance abatement ordinance

Information

In your packet is the resolution setting a public hearing, October 16, 2017, for the property maintenance and an amendment to the nuisance abatement ordinances.

This item was discussed in December 2016 and on September 18, 2017.

Amendments to Chapter 50 (packet) - Nuisance Abatement Procedure include:

- Additional language will be added/amended for Chapter 50.2:
 - Garbage, trash and the like
 - Old machinery, junk and the like
 - Lumber, building materials and occupational materials and the like
 - Failure to comply with Storm Water Pollution Prevention Plan
 - Water Pollution
 - Blocking Public and Private Ways
- Chapter 50.07 shall be amended to include a Municipal Infraction Abatement Procedure

A Chapter 163 (packet) will be created that addresses Abandoned or Unsafe Buildings.

Fiscal Impact

Attachments

Property Maintenance Ordinance
Ordinance Amending Nuisance Abatement
Resolution Setting Public Hearing
Information

ORDINANCE NO. ____

ORDINANCE CREATING CHAPTER 163 OF THE CITY OF INDIANOLA
CODE OF ORDINANCES, “ABANDONED OR UNSAFE BUILDINGS”

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA:

Section 1. Chapter 163, “Abandoned or Unsafe Buildings” is hereby created as follows:

163.01 PURPOSE. Unsecured, vacant, and abandoned buildings present danger to the safety and welfare of public safety officers and the public, and, as such, constitute a public nuisance. This Article is enacted to promote the health, safety and welfare of the public and to minimize hazards to public safety personnel inspecting or entering such buildings, and by preventing unauthorized persons from gaining entry to abandoned and vacant buildings.

163.02 SCOPE. The provisions of this chapter shall apply uniformly to the repair, rehabilitation, demolition, or removal of every building or structure or portions thereof.

163.03 DEFINITIONS. The following definitions shall apply in the interpretation of this chapter.

163.03.01 “Abandoned Building” shall mean any building or structure, which has been abandoned for a period of six (6) months and which building or structure or portion thereof constitutes a nuisance or hazard to the public, or a detriment to the neighborhood or surrounding properties or violates any provision of Section 163.06 of this chapter.

163.03.02 “Building Code” is the Uniform Building Code promulgated by the International Conference of Building Officials, as adopted in Chapter 156 of this Code of Ordinances.

163.03.03 “Building Inspector” shall mean the official or officials of the City of Indianola appointed to administer the provisions of this chapter.

163.03.04 “Owner” shall mean any person who holds a legal or equitable interest in the property, along with any mortgagee, lien holder, or other person that holds an interest of record in the property.

163.03.05 “Person” shall mean an individual, corporation, limited liability company, government or governmental subdivision or agency, business trust, estate, trust, partnership, or association, or any other legal entity.

163.03.06 “Unsafe Building” shall mean any building or structure deemed to be dangerous under the provisions of Section 163.06 of this chapter.

163.04 ABATEMENT OF ABANDONED OR UNSAFE BUILDINGS. All buildings or portions thereof which are determined after inspection to be abandoned or unsafe are declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in this chapter.

163.05 VIOLATION. Each day’s violation of any provision of this chapter or failure to comply with an order given hereunder constitutes a separate offense. In addition to other prescribed penalties, the Building Inspector, after notice as prescribed, may cause said work to be done to accomplish

compliance and assess said costs to the property. The Building Inspector may further initiate civil legal proceedings against the owner to recoup costs and associated legal and enforcement expenses.

163.06 UNSAFE BUILDINGS. For the purpose of this chapter, any building or structure which has any or all of the conditions or defects hereinafter described shall be deemed to be an unsafe building, provided that such conditions or defects exist to the extent that the life, health, property, or safety of the public or its occupants is endangered.

163.06.01. Whenever any door, aisle, passageway, stairway, or other means of exit is not so arranged as to provide safe and adequate means of exit in case of fire or panic.

163.06.02 Whenever the walking surface of any aisle, passageway, stairway, or other means of exit is so warped, worn, loose, torn, or otherwise unsafe as to not provide safe and adequate means of exit in case of fire or panic.

163.06.03 Whenever the stress in any materials, member or portion thereof, due to dead and live loads, is more than one and one-half (1 ½) times the working stress or stresses allowed in the Building Code for new buildings or similar structure, purpose or location.

163.06.04 Whenever any portion thereof has been damaged by fire, earthquake, wind, flood, decay or any other cause, to such an extent that the structural strength or stability thereof is materially less than it was before such catastrophe and is less than the minimum requirements of the Building Code for new buildings of similar structure, purpose, or location.

163.06.05 Whenever any portion or member or appurtenance thereof is in substantial danger of failure, or to become detached or dislodged, or to collapse and thereby injure persons or damage property.

163.06.06 Whenever any portion of a building, or any member, appurtenance or ornamentation on the exterior thereof is not of sufficient strength or stability, or is not so anchored, attached, or fastened in place so as to be capable of resisting a wind pressure of one-half of that specified in the Building Code for new buildings of similar structure, purpose, or location without exceeding the working stresses permitted in the Building Code for such buildings.

163.06.07 Whenever any portion thereof has cracked, warped, buckled, or settled to such an extent that walls or other structural portions have materially less resistance to winds or earthquakes than is required in the case of similar new construction.

163.06.08 Whenever the building or structure, or any portion thereof, because of (i) dilapidation, deterioration or decay; (ii) faulty construction; (iii) the removal, movement or instability of any portion of the ground necessary for the purpose of supporting such building; (iv) the deterioration, decay, or inadequacy of its foundation; or (v) any other cause, is in substantial danger of partial or complete collapse.

163.06.09 Whenever, for any reason, the building or structure, or any portion thereof, is unsafe for the purpose for which it is being used.

163.06.10 Whenever any portion of the exterior walls or other vertical structural members list, lean or buckle to such an extent that a plumb line passing through the center of gravity does not fall inside the middle one-third of the base.

163.06.11 Whenever the building or structure, exclusive of the foundation, shows thirty-three percent (33%) more damage or deterioration of its supporting member or members, of fifty percent (50%) damage or deterioration of its non-supporting members, enclosing or outside walls or coverings.

163.06.12 Whenever the building or structure has been so damaged by fire, wind, earthquake, or flood, or by any other cause or has become so dilapidated or deteriorated as to become (i) an attractive nuisance to children; (ii) a harbor for vagrants, criminals, or immoral person; or as to (iii) enable persons to resort thereto for the purpose of committing unlawful or immoral acts.

163.06.13 Whenever any building or structure has been constructed, exists, or is maintained in violation of any specific requirement or prohibition applicable to such building or structure provided by the building regulations of this jurisdiction, as specified in the Building Code, or of any State law or ordinance of the City relating to the condition, location, or structure of buildings.

163.06.14 Whenever any building or structure which, whether or not erected in accordance with all applicable laws and ordinances, has in any non-supporting part, member, or portion less than fifty percent (50%) or in any supporting part, (i) strength, (ii) fire-resisting qualities or characteristics, or (iii) weather-resisting qualities or characteristics required by law in the case of a newly constructed building or like are, height, and occupancy in the same location.

163.06.15 Whenever a building or structure use or intended to be used for dwelling purposes, because of inadequate maintenance, dilapidation, decay, damage, faulty construction or arrangement, inadequate light, air or sanitation facilities, or otherwise, is determined by the Building Inspector to be unsanitary or unfit for human habitation or in such a condition that is likely to cause sickness or disease.

163.06.16 Whenever any building or structure is in such a condition as to constitute a public nuisance known to the common law or in equity jurisprudence.

163.06.17. Whenever any portion of a building or structure remains on a site after the total or partial demolition or destruction of the building or structure.

163.07 NOTICES AND ORDERS.

163.07.01. Commencement of Proceedings: When the Building Inspector has inspected or caused to be inspected any building and has found and determined that such building is an unsafe or abandoned building; the Building Inspector shall commence proceedings to cause the repair, vacation, or demolition of the building.

163.07.02 Notice and Order. The Building Inspector shall issue a notice and order directed to the owner of the building. The notice and order shall contain:

163.07.02(A) The street addresses and a legal description sufficient for identification of the premises upon which the building is located.

163.07.02(B) A statement that the Building Inspector has found the building to be dangerous with a brief and concise description of the conditions found to render the building unsafe under the provisions of this chapter.

163.07.02(C) A statement of the action required to be taken as determined by the Building Inspector.

163.07.02(D) If the Building Inspector has determined that the building or structure must be repaired, the order shall require that all required permits be secured therefore and the work physically commenced within such time (not to exceed sixty days from the date of order) and completed with such time as the Building Inspector shall determine is reasonable under all of the circumstances.

163.07.02(E) If the Building Inspector has determined that the building or structure must be vacated, the order shall require that the building or structure shall be vacated within a time certain from the date of the order as determined by the Building Inspector.

163.07.02(F) If the Building Inspector has determined that the building or structure must be demolished or repaired, the order shall require that the building be vacated within such time as the Building Inspector shall determine is reasonable (not to exceed thirty days from the date of the order); that all required permits be secured therefore within thirty days from the date of order; and that the demolition be completed within such time as the Building Inspector shall determine is reasonable (not to exceed ninety days).

163.07.02(G) Statement advising that if any required repair or demolition work (without vacation also being required) is not commenced within the time specified, the Building Inspector (i) will order the building vacated and posted to prevent further occupancy until the work is completed, and (ii) may proceed to cause the work to be done and charge the costs thereof against the property or its owner.

163.07.02(H) Statement advising (i) that any person having record title or other legal interest in the building may appeal from the notice and order or any action of the Building Inspector to the Building Appeals Board, provided the appeal is made in writing as provided in this chapter and filed with the Building Inspector within fifteen (15) days from the date of service of such notice and order and or posting of said building; and (ii) that failure to appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.

163.07.03 Service of Notice and Order. The notice and order, and any amendment or supplemental notice and order, shall be served upon all owners of record at the mailing address last listed at the County Assessor's office or as may be of record in the County Recorder's office or elsewhere, either by certified mail or personal service. Additionally, the property shall be placarded as an unsafe or abandoned building. Should all reasonable attempts consist with due process of law to serve, locate, or ascertain all owners of record fail, placarding the property shall be deemed adequate and legal notice to all such persons. The inability of the Building Inspector to serve any owner or owners of record shall not invalidate any proceedings hereunder as to any other person duly served or relieve any person not served from any duty or obligation imposed by the provisions of this chapter.

163.07.04 Method of Service. Service by certified mail in the manner herein provided shall be effective on the date of mailing and service by placarding the property shall be effective on the date of placement of said placard. Personal service shall be effective in any manner provided for in the Iowa Rules of Civil Procedure and shall be effective on the actual date of such service.

163.07.05 Proof of Service. Proof of service of the certified notice and order shall be certified to at the time of service by a written declaration under penalty of perjury executed by the persons effective service, declaring the time, date, and manner in which service was made. The declaration, together with any receipt card returned in acknowledgement of receipt of certified mail shall be affixed to the copy of the notice and order retained by the Building Inspector. Proof of personal service shall be made by attaching a return of service form executed in compliance with the Iowa Rules of Civil Procedure affixed to the copy of the notice and order retained by the Building Inspector.

163.07.06 Recordation of Notice and Order. If compliance is not had with the order within the time specified therein, and no appeal has been properly and timely filed, the Building Inspector shall file in the office of the count Recorder a certificate describing the property and certifying (i) that the building is an unsafe or abandoned building and (ii) that all owners of record have been notified. Whenever the corrections ordered shall thereafter have been completed or the building demolished so that it no longer exists as a dangerous building on the property described in the certificate, the Building Inspector shall file a new certificate with the County Recorder certifying that the building has been demolished or all required corrections have been made so that the building is no longer dangerous, whichever is appropriate.

163.07.07 Repair, Vacation and Demolition. The following standards shall be followed by the Building Inspector (and by the Building Appeals Board if an appeal is taken) in ordering the repair, vacation, or demolition of any dangerous building or structure:

163.07(A) Any building declared an unsafe or abandoned building under this chapter shall be made to comply with one of the following:

163.07(A)(1) The building shall be repaired in accordance with the current Building Code or other current code applicable to the type of substandard conditions requiring repair; or

163.07(A)(2) The building shall be demolished; or

163.07(A)(3) If the building does not constitute an immediate danger to the life, limb, property, or safety of the public, it may at the discretion of the Building Inspector, be vacated, secured, and maintained against entry.

163.07.08 Posting. Every notice to vacate shall, in addition to being served as provided in this section, be posted at or upon each exit of the building and shall be in substantially the following form:

DO NOT ENTER
UNSAFE TO OCCUPY
It is a municipal infraction to occupy this building,
Or to remove or deface this notice
Community Development
City of Indianola, Iowa

163.07.09 Compliance. Whenever such notice is posted, the Building Inspector shall include a notification thereof in the notice and order issued. No person shall remain in or enter any building which has been so posted, except that entry may be made to repair, demolish, or remove such building permit. No person shall remove or deface any such notice after it is posted until the required repairs, demolition, or removal has been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

163.07.10 Emergency Abatement. Notwithstanding other provisions of this chapter, whenever, in the opinion of the Building Inspector, there is imminent danger due to an unsafe condition, the Building Inspector shall order the necessary work to be done, including but not limited to boarding up of openings, repair of demolition, to render such structure safe whether or not the legal procedure herein described has been instituted; and shall cause such other action to be taken as the Building Inspector deems necessary to meet such emergency. Costs incurred in the performance of emergency work shall be collected as elsewhere provided in this chapter.

163.08 BOARD OF APPEALS. For the purposes specified in this chapter, the Board of Appeals established under the provisions of the Municipal Building Code Section 113 shall be the Board of Appeals.

163.08.01 Hearing. Any person affected by any notice that has been issued in connection with the enforcement of any provisions of this chapter may request, and shall be granted a hearing on the matter before the Board of Appeals, provided that such person shall file in the office of the Building Inspector a written petition requesting such hearing and setting forth a brief statement of the grounds therefore within ten (10) days after the date the notice was served. Upon receipt of such petition, the Building Inspector shall set a time and place for such hearing, shall give the Petitioner written notice thereof, and shall take no further enforcement action pending the outcome of the hearing. At such hearing, the Petitioner shall be given an opportunity to be heard and to show why such notice should be modified or withdrawn. The hearing shall commenced not later than thirty (30) days after the date on which the petition was filed, provided that, upon application of the Petitioner, the Building Inspector may postpone the date of the hearing for a reasonable time beyond such thirty (30) day period if, in the Building Inspector's judgment, the Petitioner has submitted a good and sufficient reason for such postponement.

163.08.02 Action by Board. After such hearing, the Board of Appeals shall by written order sustain, modify, or withdraw the violation(s) cited in the Building Inspector's notice, and reinstate or revoke the permit accordingly in said order, after consideration of whether the provisions of this chapter have been complied with.

163.08.03 Record and Appeal. The proceedings at such hearing, including the findings and decision of the Board of Appeals, shall be summarized, reduced to writing and entered as a matter of public record in the office of the Building Inspector. Such record shall also include a copy of every notice or order issued in connection with the matter. No hearing shall be valid unless a majority of the board is present and no decision at a hearing shall be valid and binding unless reached by a majority of the whole Board. Any person aggrieved by the decision of the Board of Appeals may seek relief there from by appeal to the Iowa District Court, in and for Warren County, Iowa.

163.08.04 Emergency Order. Whenever the Building Inspector finds that an emergency exists which threatens immediately the public health, the Building Inspector may issue an order reciting the existence of such an emergency and requiring that such action be taken as the Building Inspector deems necessary to meet the emergency. Notwithstanding the other provisions of this chapter, such order shall be effective immediately. Any person to whom such order is directed shall comply therewith immediately, but, upon petition to the Building Inspector, shall be afforded a hearing at the earliest expedient time. After such hearing, depending upon its findings as to whether the provisions of this chapter have been complied with, the Board of Appeals shall continue such order in effect, modify it or revoke it.

163.08.05 Conflict. Enforcement of the Building Code shall not be construed for the particular benefit of any individual or group of persons, other than the general public. In the event of a conflict between this section and any other section of the Building Code, this section shall govern insofar as applicable.

163.08.06 Liability. The city or any employee is not liable for damages to a person or property as a result of any act or failure to act in the enforcement of the Building Code. The Building Code shall be construed to relieve from or lessen the responsibility of any person owning, operating or controlling any equipment or structure regulated herein for damages to a person or property caused by its defects, nor shall the city or any city employee be held as assuming any such liability by reason of the inspections by this Code or any approvals issued under this Code.

163.09 ENFORCEMENT

163.09.01 General. After any order of the Building Inspector or the Board of Appeals made pursuant to this chapter shall have become final, no person to whom any such order is directed shall fail, neglect or refuse to obey any such order. Any such person who fails to comply with any such order is guilty of a violation of the Code of Ordinances.

163.09.02 Failure To Obey Order. If, after any order of the Building Inspector or Board of Appeals made pursuant of this chapter has become final, the person to whom such order is directed shall fail, neglect or refuse to obey such order, the Building Inspector may (i) cause such person to be prosecuted under this Code of Ordinances or (ii) institute any appropriate action to abate such building as a public nuisance.

163.09.03 Failure to Commence Work. Whenever the required repair or demolition is not commenced within thirty (30) days after any final notice and order issued under this chapter becomes effective:

163.09.03(A) The Building Inspector shall cause the building described in such notice and order to be vacated by posting at each entrance thereto the notice described Section 163.07 of this chapter.

163.09.03(B) No person shall occupy any building that has been posted as specified in this section. No person shall remove or deface any such notice so posted until the repair, demolition, or removal ordered by the Building Inspector has been completed and a certificate of occupancy issued pursuant to the provisions of the Building Code.

163.09.03 (C) The Building Inspector may, in addition to any other remedy herein provided, cause the building to be repaired to the extent necessary to correct the conditions which render the building unsafe or abandoned as set forth in the notice and order; or, if the notice and order required repair and/or demolition, to cause the building to be demolished, and the materials, rubble, and debris there from removed and the lot cleaned. Any such repair or demolition work shall be accomplished and the cost thereof paid and recovered in the manner provided in this chapter.

163.09.04 Extension of Time to Perform Work. Upon receipt of an application in writing and an acceptable performance guarantee from the person required to conform to the order and by agreement of such person to comply with the order of allowed additional time, the Building Inspector may grant an extension of time, not to exceed an additional one hundred twenty (120) days, within which to complete said repair, rehabilitation or demolition, if the Building Inspector determines that such an extension of time will not create or perpetuate a situation imminently dangerous to life or property. The Building Inspector's authority to extend time is limited to the physical repair, rehabilitation or demolition of the premises and will not in any way affect the time to appeal the notice and order.

163.09.05 Interference With Repair or Demolition Work Prohibited. No person shall obstruct, impede or interfere with any officer, employee, contractor or authorized representative of the City or with any person who owns or holds any estate or interest in any building which has been ordered repaired, vacated, or demolished under the provisions of the chapter, or with any person to whom such building has been lawfully sold pursuant to the provisions of this chapter, whenever such officer, employee, contractor or authorized representative of the City , person having an interest or estate in such building or structure, or purchaser is engaged in the work of repairing, vacating, or demolishing any such building, pursuant to the provisions of this chapter, or in performing any necessary act preliminary to or incidental to such work or authorized or directed pursuant to this chapter.

163.10 PENALTIES AND REMEDIES. Violation of the provisions of this chapter shall constitute a simple misdemeanor subject to the penalty provided in Chapter 4.03 Cod of Ordinances, or in the alternative to the provisions of the subsection above, the council may institute civil proceedings to obtain injunctive and declaratory relief or such other orders of the court as are reasonable and proper to abate practice, conditions or circumstances found to be contrary to or prohibited by the provisions of the Building Code, as amended. Each and every day that a violation occurs or continues shall be deemed a separate offense.

Section 2. Repealer Clause. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. Effective. This ordinance shall be effective on _____, 2017, after the final passage, approval and publication as provided by law.

Passed this ____ day of _____, 2017

Approved this ____ day of _____, 2017

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Approved As to Form:

Amy Beattie, Attorney

I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the foregoing Ordinance was passed and approved by the City Council of the City of Indianola, Iowa, on the ____ day of _____, 2017 and was published in the Indianola Record Herald and Tribune, a newspaper of general circulation in the said City of Indianola on the ____ day of _____, 2017.

Dated this ____ day of _____, 2017.

Diana Bowlin, City Clerk

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 50 “NUISANCE ABATEMENT PROCEDURE”

WHEREAS, the Indianola Code of Ordinances sets out the procedure for abatement of nuisances;

WHEREAS, the City Council of the City of Indianola, Iowa, now deems it necessary and proper to amend the Code of Ordinances to expand the ordinance.

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

Section 1: That Chapter 50.2 be and is hereby amended by inserting new paragraphs 4, 5, 6 and 14 as follows:

4. Garbage, trash and the like. The depositing of, maintaining, permitting or failing to remove garbage, trash, rubbish, bottles, cans or other refuse outside a of a building on any property within the City, including large quantities or organic debris and materials, which accumulation is by other than natural means, except neatly maintained compost piles.

5. Old machinery, junk and the like. The piling, storage or keeping of old machinery, junk, tires, parts, furniture, household furnishings or appliances or component parts thereof or other debris within the City.

6. Lumber, building materials and occupational materials and the like. The outside storage of lumber, pipes, forms, miscellaneous construction materials, machinery or other occupational materials upon property in the front yard or side yard corner lot or visible from a public street in a residential district.

14. Failure to comply with Storm Water Pollution Prevention Plan. Failure by a developer, contractor or property owner to comply with any storm water pollution prevention plan or similar requirement, including but not limited to failure to comply with the plan, methods and/or techniques as required by Section 170.09 of these Code of Ordinances for controlling erosion along new or altered surface drainage courses within a subdivision.

Section 2: That Chapter 50.2 be and is hereby amended by inserting the underlined language in Paragraphs 7 and 8:

7. Water Pollution. Corrupting or rendering unwholesome or impure the water of any river, stream, ~~or~~ pond, abandoned or unkempt swimming pools or

unlawfully diverting the same from its natural course or state, to the injury or prejudice of others.

8. Blocking Public and Private Ways. Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, sidewalks, alleys, commons, landing places or burying grounds.

Section 3: That Chapter 50.2 be and is hereby amended by deleting the stricken language and inserting the underlined language in Paragraphs 12 and 13:

12. Weeds, Grass or Brush. Dense growth of all weeds, vines, brush or other vegetation in the City so as to constitute a health, safety or fire hazard. No person shall allow or permit grass or weeds to grow upon such person's property to a height in excess of six (6) inches, unless determined by the Council to be a planned and maintained prairie stand.

13. ~~Dutch Elm Disease. Trees infected with Dutch Elm Disease. (See also Chapter 151).~~ Trees. All public or private trees that are dead or dying and are considered dangerous to the public from falling limbs.

Section 4: That Chapter 50 be and is hereby amended by inserting new paragraph 50.14 as follows:

50.07 MUNICIPAL INFRACTION ABATEMENT PROCEDURE.

In lieu of the abatement procedures set forth in Section 50.05, the requirements of this chapter may be enforced under the procedures applicable to municipal infractions as set forth in Chapter 4 of this Code of Ordinances.

Section 5: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6: 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: _____

RESOLUTION NO. 2017-____

A RESOLUTION SETTING A PUBLIC HEARING TO CONSIDER ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CHAPTER 50 “NUISANCE ABATEMENT PROCEDURES” AND ESTABLISHING CHAPTER 163 “ABANDONED OR UNSAFE BUILDINGS”

WHEREAS, the City of Indianola, Iowa desires to amend Chapter 50, Nuisance Abatement Procedures and establish a Chapter 163 “Abandoned or Unsafe Buildings”; and

WHEREAS, a public hearing should now be set for consideration of said amendments to Chapter 50 and establishment of Chapter 163 to the Municipal Code of the City of Indianola.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposed ordinance is set for 7:00 PM, on the 16th day of October 2017. The City Clerk is directed to publish Notice of said hearing at the time and in the manner required by law.

Dated this 2nd day of October, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Property Maintenance Issues

December 2016

Revisited September 18, 2017

Why Are We Here?

- City Council approved Strategic Plan August 1, 2016.
 - Strategic Plan objective – Quality of Life
 - “Vigorously promote enforcement of property maintenance standards.”
- Evaluate city property maintenance codes and revise as appropriate.

Research Completed

City's Researched

- Altoona
- Ankeny
- Clive
- Des Moines
- Johnston
- Marshalltown
- Newton
- Pella
- Pleasant Hill
- Urbandale
- Waukee
- West Des Moines
- Indianola

Ordinances Compared

- Building Maintenance
- Dangerous Buildings
- Junk Vehicle
- Nuisance
- Property Maintenance
- Plumbing Code
- Stormwater
- Fire Code

City Comparison Overview

City	Tall Weeds	Brush Pile	Junk Vehicle	Trash/Debris	Sump Line	Fire Damage	Dilapidated Bldgs	Partial Damage	Vandalism	Accumulation Bldg Materials / Lack of Maintenance	Abandoned Dwellings
Indianola	Nuisance	Nuisance	Junk Vehicle	Nuisance	Nuisance	X	X	X	X	X	X
Altoona	Property Maintenance	Property Maintenance	Property Maintenance	Property Maintenance	Plumbing Code	X	Property Maintenance	Property Maintenance	X	Property Maintenance	X
Ankeny	Nuisance	Nuisance	Junk Vehicle	Nuisance	X	X	X	X	X	Property Maintenance	X
Clive	Nuisance	Nuisance	Nuisance	Nuisance	X	X	Nuisance	Nuisance/Bldg Maintenance	X	Building Maintenance	X
Des Moines	Nuisance	Nuisance	Nuisance	Nuisance	Nuisance	Res. Nuisance	Res. Nuisance	Res. Nuisance	X	Nuisance	Yes
Johnston	Nuisance	Nuisance	Junk Vehicle	Nuisance	Stormwater	X	X	X	X	X	X
Marshalltown	Nuisance	Nuisance	Junk Vehicle	Nuisance	X	X	Dangerous Bldg	Dangerous Bldg.	X	Dangerous Building	Yes
Newton	Nuisance	Nuisance	Nuisance	Nuisance	X	X	X	X	X	Nuisance	Yes
Pella	Nuisance	Nuisance	Nuisance	Nuisance	Nuisance	Dangerous Building	Dangerous Bldg	Dangerous Bldg.	Nuisance	Property Maintenance	X
Pleasant Hill	Nuisance	Nuisance	Junk Vehicle	Nuisance	X	X	X	X	X	X	X
Urbandale	Property Maintenance	Property Maintenance	Junk Vehicle	Property Maintenance	X	X	Property Maintenance	Property Maintenance	X	Property Maintenance	Yes
Waukee	Property Maintenance	Property Maintenance	Junk Vehicle/Property Maintenance	Property Maintenance	X	X	Property Maintenance	Property Maintenance	X	Property Maintenance	Yes
West Des Moines	Nuisance	Nuisance	Nuisance	Nuisance	X	X	X	X	X	X	X

Also met with local Realtors and the Chamber of Commerce to share the draft ordinance changes and gain input/feedback.

Tall Weeds



- Corrected measures with additional language in Chapter 50 Nuisance Abatement Procedure
- 12. Weeds, Grass or Brush. Dense growth of all weeds, vines, brush or other vegetation in the City so as to constitute a health, safety or fire hazard. No person shall allow or permit grass or weeds to grow upon such person's property to a height in excess of six (6) inches, unless determined by the Council to be a planned and maintained prairie stand.

Accumulating Brush Pile



- Corrected measures with additional language in Chapter 50 Nuisance Abatement Procedure
- 4. Garbage, trash and the like. The depositing of, maintaining, permitting or failing to remove garbage, trash, rubbish, bottles, cans or other refuse outside a of a building on any property within the City, including large quantities or organic debris and materials, which accumulation is by other than natural means, except neatly maintained compost piles.

Accumulation of Trash/Debris



- Corrected measures with additional language in Chapter 50 Nuisance Abatement Procedure
- 4. Garbage, trash and the like. The depositing of, maintaining, permitting or failing to remove garbage, trash, rubbish, bottles, cans or other refuse outside a of a building on any property within the City, including large quantities or organic debris and materials, which accumulation is by other than natural means, except neatly maintained compost piles.

Accumulation of Building Materials / Lack of Maintenance



- Corrected measures with additional language in Chapter 50 Nuisance Abatement Procedure
- 6. Lumber, building materials and occupational materials and the like. The outside storage of lumber, pipes, forms, miscellaneous construction materials, machinery or other occupational materials upon property in the front yard or side yard corner lot or visible from a public street in a residential district.

Sump Line Drainage



- Corrected measures with additional language in Chapter 50 Nuisance Abatement Procedure
- 8. Blocking Public and Private Ways. Obstructing or encumbering, by fences, buildings or otherwise, the public roads, private ways, streets, sidewalks, alleys, commons, landing places or burying grounds.

Soil Erosion Control



- Corrected measures with additional language in Chapter 50 Nuisance Abatement Procedure
- 14. Failure to comply with Storm Water Pollution Prevention Plan. Failure by a developer, contractor or property owner to comply with any storm water pollution prevention plan or similar requirement, including but not limited to failure to comply with the plan, methods and/or techniques as required by Section 170.09 of these Code of Ordinances for controlling erosion along new or altered surface drainage courses within a subdivision.

Fire Damage



- Corrected measures with additional language in Chapter 163 of the City of Indianola Code of Ordinances, “Abandoned and Unsafe Buildings”
- 163.04 ABATEMENT OF ABANDONED OR UNSAFE BUILDINGS. All buildings or portions thereof which are determined after inspection to be abandoned or unsafe are declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in this chapter.

Dilapidated Buildings



- Corrected measures with additional language in Chapter 163 of the City of Indianola Code of Ordinances, “Abandoned and Unsafe Buildings”
- 163.04 ABATEMENT OF ABANDONED OR UNSAFE BUILDINGS. All buildings or portions thereof which are determined after inspection to be abandoned or unsafe are declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in this chapter.

Partial Damage



- Corrected measures with additional language in Chapter 163 of the City of Indianola Code of Ordinances, “Abandoned and Unsafe Buildings”
- 163.04 ABATEMENT OF ABANDONED OR UNSAFE BUILDINGS. All buildings or portions thereof which are determined after inspection to be abandoned or unsafe are declared to be public nuisances and shall be abated by repair, rehabilitation, demolition, or removal in accordance with the procedure specified in this chapter.

Abandoned Dwellings



- Utilize Iowa Code Chapter 167A
- Iowa Code Chapter 167A.2#2 If a petition filed pursuant to this chapter alleges that a building is abandoned or is in a dangerous or unsafe condition, the city may apply for an injunction requiring the owner of the building to correct the condition or to eliminate the condition or violation.

Recommendations

Adopt

- Adopt proposed amendment to Chapter 50 Nuisance abatement procedure.
- Adopt property maintenance code that will address those specific items that the current nuisance section does not address.
- Utilize Iowa Code 167A for Abandoned and Unsafe Buildings
- Seek cooperation from other city departments identifying property maintenance issues.
- Monitor repeat offenders and file in-house municipal citations for repeat offenders.

Questions?

Meeting Date: 10/02/2017

Subject

Street usage application from Indianola Christian Union Church for their annual Hillbilly Hike Half Marathon & 10K Race on November 4, 2017 from 7:00 a.m. - 8:45 a.m. - request is to start at the Indianola High School to 9th Street then to the McVay Trail

Information

In your packet is the event application from the Indianola Christian Union Church for their annual Hillbilly Hike Half Marathon & 10K Race on November 4, 2017 from 7:00 a.m. - 8:45 a.m. The race will start at the Indianola High School to 9th Street then to the McVay Trail. Staff has reviewed and approved. The application was received on September 15, 2017.

Fiscal Impact

Attachments

Event Application

Date: 9/15/17

Event Application

For Hillbilly Hike Half Marathon & 10K Race

Event Date : November 4, 2017 (7:00 a.m. - 8:45 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 Etnyre	 _____	_____
Fire Department – Greg Chia	 _____	_____
Police Department – Brian Sher	 _____	_____
HR & Risk Manager – Melissa McCoy	 _____	_____
City Manager – Ryan Waller	 _____	_____
Chamber of Commerce	Fax: 961-9753	

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Hillbilly Hike Half Marathon & 10K Race³
Date/Time of Event: 11/4/17 @ 8:00 am.
Location of Event: Indianola High School
Event Sponsor(s): Indianola Christian Union Church

Contact Information:

Organization: Indianola Christian Union Church
Contact Name: Bobbi Snodgrass
Address: P.O. Box 541, Indianola IA 50125
Telephone Number: 515-979-7751
Cell Phone Number: 515-267-2006
Fax Number: —
Email Address: b3nodgrass@guideone.com
Today's Date: 9/11/17

Anticipated Attendance: 400 Per Day Same Total

Event Information:

Set up & tear down same morning 11/4/17

Setup Begins	Date: <u>11/4</u>	Time <u>7am</u>	Day of Week <u>Saturday</u>
Event Starts	Date: <u>11/4</u>	Time <u>8am</u>	Day of Week <u>11</u>
Event Ends	Date: <u>11/4</u>	Time <u>8:30am</u>	Day of Week <u>11</u>
Dismantle	Date: <u>11/4</u>	Time <u>8:45am</u>	Day of Week <u>11</u>

Bobbi Snodgrass
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:

4

Please describe your request and event:

Fundraiser for our church Missions Team

Please describe what streets you are planning to close:

Race Starts in front of IHS then to 9th St. Then to McKay trail all the way to Carlisle.

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

Same as last year, we work with Indianola Fire Dept and communicate to our course guards a safety plan to stop oncoming traffic as the runners cross street intersections on their way North out of town.

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

We work side by side with Bass of the Indianola Fire & Rescue to ensure safety.

No he's EMA
not fire.

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

We have many volunteers who will make it seem as though the event never happened at all. No damages, no mess, we will remove trash.

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

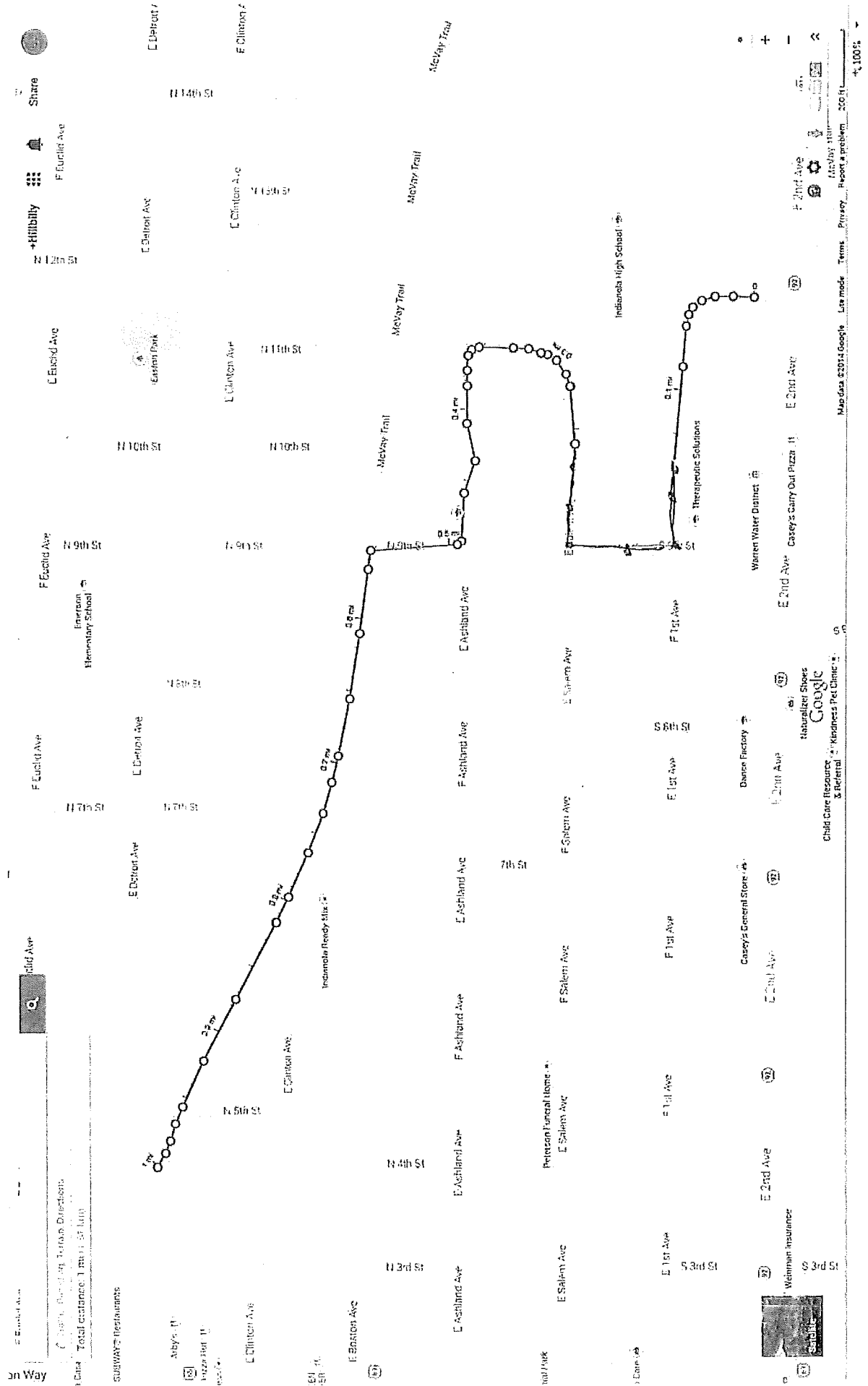
Indianola, Iowa 50125

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

www.indianolaiowa.gov

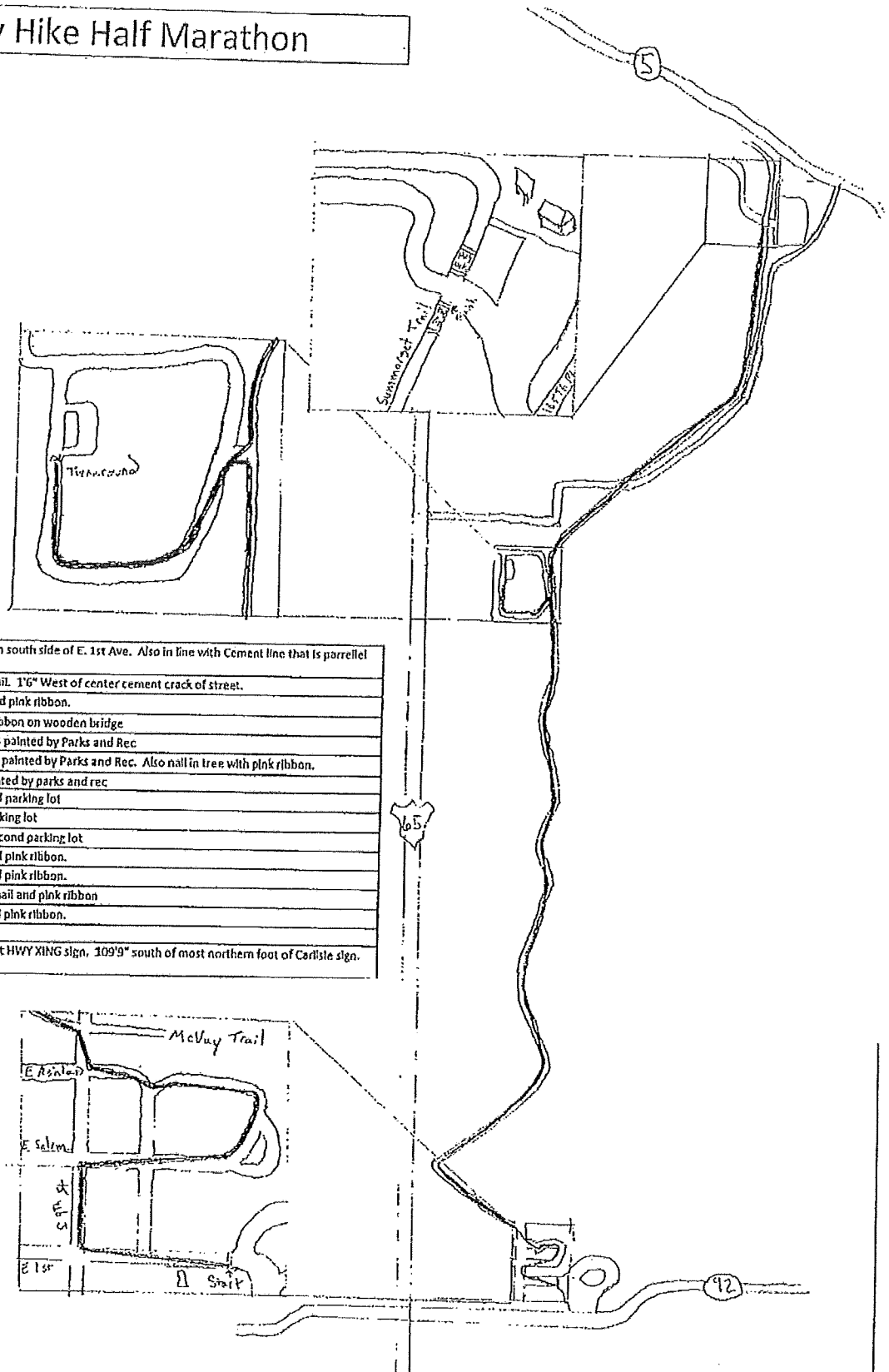
E-Mail: dbowlin@cityofindianola.com

Diagram of the 1st Mile of the Hillbilly Hike Half Marathon. The race will start in front of the IHS on 1st St, use the High School Parking lot, then exit onto 9th street for approx. a block until connecting with the McVay Trail which it will use the rest of the way out of town. We are working with the Indiana Fire Dept. to secure and train volunteers to help ensure safety for participants, spectators, and provide traffic control along the course where it intersects with or uses city streets.



Hillbilly Hike Half Marathon

Start	65'4" east of Fire Hydrant on south side of E. 1st Ave. Also in line with Cement line that is parallel with Door to School
Mile 1	In middle of E. 15th St on trail. 1'6" West of center cement crack of street.
Mile 2	Marked on Tree with nail and pink ribbon.
Mile 3	Marked with nail and pink ribbon on wooden bridge
Mile 4	66'6" south of Mile marker 3 painted by Parks and Rec
Mile 5	2'10" north of mile marker 4 painted by Parks and Rec. Also nail in tree with pink ribbon.
Mile 6	Center of Mile marker 5 painted by parks and rec
Mile 7	31'1" NE of Yellow sign in 3rd parking lot
Turnaround	116'0" South of turn into parking lot
Mile 8	29'0" SW of yellow sign in second parking lot
Mile 9	Marked on Tree with nail and pink ribbon.
Mile 10	Marked on Tree with nail and pink ribbon.
Mile 11	Marked on Gravel side with nail and pink ribbon
Mile 12	Marked on Tree with nail and pink ribbon.
Mile 13	12'6" north of start of bridge
Finish	Center of Last solid line on 1st HWY XING sign, 109'9" south of most northern foot of Carlisle sign.



Subject

Claims on the computer printout for October 2, 2017

Information

Fiscal Impact

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
AIR-CON MECHANICAL CORP.	001-6500-63410	A/C COUNCIL CHAMBERS	09/18/2017	1,651.87
DES MOINES WATER WORKS	001-6200-65080	AUG 2017 BILLING	09/11/2017	3,042.79
DES MOINES WATER WORKS	001-6200-65080	JULY 2017 BILLING	09/11/2017	3,032.69
DUST PROS JANITORIAL	001-6500-64090	MONTHLY CLEANING	09/20/2017	4,000.00
ELECTRICAL ENG & EQUIP	001-6500-63100	GENERATOR SERVICE	09/13/2017	346.00
GREATER DM CONVENTION &	001-5100-64130	MEMBERSHIP	09/12/2017	10,526.00
IBM CORPORATION	001-6210-67240	MAAS360 MANAGEMENT SOFTWARE	09/01/2017	240.00
INFOMAX OFFICE SYSTEMS IN	001-6210-64990	SAVIN - MP C3004, IT	09/06/2017	49.65
INFOMAX OFFICE SYSTEMS IN	001-1700-63410	AUGUST COPIER CONTRACT	09/15/2017	12.54
INFOMAX OFFICE SYSTEMS IN	001-6200-63400	AUGUST COPIER CONTRACT	09/15/2017	1,299.25
INFOMAX OFFICE SYSTEMS IN	001-6150-63400	AUGUST COPIER CONTRACT	09/15/2017	5.30
IOWA LEAGUE OF CITIES	001-6500-62100	MEMBER DUES 2017-18	06/15/2017	5,508.00
JESS' LOCK AND KEY	001-6500-63100	KEYS	03/30/2017	7.50
JESS' LOCK AND KEY	001-6500-63100	INSTALL LOCK	08/29/2017	236.00
MAHASKA COMMUNICATION G	001-6210-64190	MONTHLY INTERNET SERVICE	09/01/2017	7.60
MAHASKA COMMUNICATION G	001-6210-63730	MONTHLY PHONE SERVICE	09/01/2017	94.58
MAHASKA COMMUNICATION G	001-6210-64190	MONTHLY INTERNET SERVICE	09/01/2017	230.00
MAHASKA COMMUNICATION G	001-6210-63730	MONTHLY PHONE SERVICE	09/01/2017	712.61
MC COY HARDWARE INC	001-6500-63100	LIGHTBULB - BREAK ROOM	09/14/2017	15.29
MCCOY, MELISSA	001-6250-62700	MILEAGE TO ILEA	09/18/2017	41.20
MID AMERICAN ENERGY CO.	001-6500-63710	74080-22010 FUEL HEAT	09/18/2017	77.97
MID AMERICAN ENERGY CO.	001-6500-63710	N HWY 65/69 ENTRANCE SIGN	09/12/2017	13.37
MID AMERICAN ENERGY CO.	001-2300-63710	26231-3003 ST LIGHTING	09/12/2017	153.74
MILLER ELECTRIC SERVICES	001-6500-63100	REPAIR BRAKE ROOM ELECTRICAL	09/21/2017	590.06
RAY'S WINDOW CLEANING	001-6500-63100	WINDOW CLEANING	09/19/2017	193.00
SELVAGE PLUMBING	001-6500-63100	REPLACE STOOLS	08/10/2017	1,800.00
SHULL SCHRUM MCCLAFIN &	001-6500-64010	AUDIT SERVICES	08/31/2017	2,000.00
SHULL SCHRUM MCCLAFIN &	001-6500-64010	AUDIT SERVICES	08/31/2017	1,900.00
SHULL, DOUG	001-6500-64990	TREASURER CONTRACT	09/25/2017	83.33
SNYDER & ASSOCIATES INC	001-1700-64070	HARDEES SITE EASEMENT	08/23/2017	388.50
SNYDER & ASSOCIATES INC	001-1700-64070	ICSD COURTYARD STORMWATER REVIEW	09/18/2017	120.00
SNYDER & ASSOCIATES INC	001-1700-64070	DEER CREEK SITE PLAN REVIEW	08/18/2017	300.00
SNYDER & ASSOCIATES INC	001-1700-64070	HILLCREST OUTDOOR STORAGE SITE REVIEW	08/18/2017	300.00
SNYDER & ASSOCIATES INC	001-1700-64070	HART STORAGE SITE REVIEW	08/23/2017	480.00
WARREN COUNTY ENGINEER	001-1700-65050	FUEL DISTRIBUTION	09/19/2017	46.62
WARREN COUNTY ENGINEER	001-6210-65050	FUEL DISTRIBUTION	09/19/2017	33.33
WARREN COUNTY RECORDER	001-6500-64050	REC FEES	09/18/2017	51.00
Total GENERAL FUND:				39,589.79
POLICE FUND				
21ST CENTURY REHAB P.C.	011-1100-64120	PRE-WORK SCREEN	09/05/2017	60.00
AUBERT'S TOWING	011-1100-64860	TOW - ABANDONED	08/12/2017	175.00
BOB'S CUSTOM TROPHIES	011-1100-65060	SUPPLIES	09/14/2017	9.50
EMBLEM ENTERPRISES INC	011-1100-61810	UNIFORMS - PATCHES	09/12/2017	270.74
HAWKINS, ROB	011-1100-61440	WELLNESS AUG & SEPT	09/14/2017	46.00
INFOMAX OFFICE SYSTEMS IN	011-1100-64990	COPIER CONTRACT	09/01/2017	196.49
IOWA LAW ENFORCEMENT AC	011-1100-62300	HIRING - EWING MMPI	09/13/2017	50.00
IOWA LAW ENFORCEMENT AC	011-1100-62300	TRAINING - BUHROW	09/15/2017	175.00
KIYA KODA HUMANE SOCIETY	011-1100-64137	HUMANE SOCIETY CONTRACT - OCT 2017	09/26/2017	2,662.00
MC COY HARDWARE INC	011-1100-65060	SUPPLIES	09/18/2017	5.58
NARTEC INC	011-1100-65060	SUPPLIES	09/11/2017	109.90
SECRETARY OF STATE	011-1100-62100	NOTARY - MCCUNE	09/11/2017	30.00
WARREN COUNTY ENGINEER	011-1100-65050	FUEL DISTRIBUTION	09/19/2017	1,634.20
Total POLICE FUND:				5,424.41

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
FIRE FUND				
A-CHECK GLOBAL	015-1500-64990	BACKGROUND CHECK	08/31/2017	52.50
ANKENY FIRE DEPARTMENT	015-1500-62300	SUPERVISOR SEMINAR	09/08/2017	50.00
DES MOINES AREA COMM COL	015-1500-62300	CLASS CEH'S VEHICLE EXTRICATION	09/06/2017	15.00
EXTINGUISHER COMPANY, TH	015-1500-65070	DRY CHEM/EXTINGUISHER/BACKET	09/02/2017	175.00
INFOMAX OFFICE SYSTEMS IN	015-1500-64990	COPIER CONTRACT	09/12/2017	248.04
INFOMAX OFFICE SYSTEMS IN	015-1500-64990	AUGUST COPIER CONTRACT	09/15/2017	24.94
ROSS CHEMICAL SYSTEMS IN	015-1500-65070	POKE & SPARKLE	09/08/2017	177.35
SANDRY FIRE SUPPLY LLC	015-1500-65070	FOAM PRO-PAK	08/10/2017	683.00
SANDRY FIRE SUPPLY LLC	015-1500-65050	FOAM CHEMGUARD	09/01/2017	234.00
SANDRY FIRE SUPPLY LLC	015-1500-65050	ELKHART PHANTON NOZZLE	09/01/2017	1,144.77
SANDRY FIRE SUPPLY LLC	015-1500-65500	PPE - NAME PLATES	09/01/2017	259.73
SANDRY FIRE SUPPLY LLC	015-1500-65500	SCBA - FACE PIECES	09/14/2017	380.66
U.S. CELLULAR	015-1500-63730	CELL PHONE	09/12/2017	43.84
WARREN COUNTY ENGINEER	015-1500-65050	FUEL DISTRIBUTION	09/19/2017	300.58
WREEVES AND ASSOCIATES I	015-1500-65050	PIONEER FLOOD LIGHTS & POLES	09/06/2017	2,000.00
Total FIRE FUND:				5,789.41
AMBULANCE FUND				
A+ CPR TRAINERS LLC	016-1600-62300	BLS INSTRUCTOR CLASS: SOUKUP	08/23/2017	150.00
AIRGAS USA LLC	016-1600-63410	OXYGEN	08/07/2017	61.30
AIRGAS USA LLC	016-1600-63410	OXYGEN	08/07/2017	52.88
AIRGAS USA LLC	016-1600-63410	OXYGEN	08/31/2017	56.77
MEDPRO DISPOSAL LLC	016-1600-64990	MEDICAL WASTE REMOVAL	08/01/2017	125.00
PHILIPS MEDICAL CAPITAL	016-1600-67245	CARDIAC MONITOR LEASE	09/09/2017	1,348.11
TRIZETTO PROVIDER Solutio	016-1600-67240	ELECTRONIC CLAIMS FILING	09/01/2017	142.10
WARREN COUNTY ENGINEER	016-1600-65050	FUEL DISTRIBUTION	09/19/2017	844.40
Total AMBULANCE FUND:				2,780.56
LIBRARY FUND				
WOOSLEY LANDSCAPING & M	041-4100-63100	LIBRARY MOW CONTRACT	09/25/2017	110.00
Total LIBRARY FUND:				110.00
PARK & RECREATION FUND				
A & R EXCAVATING INC	042-4200-63100	A & R EXCAVATING	09/20/2017	2,000.00
A SPECIAL EVENT DJ	042-4200-64990	COSTUME PARTY SNAPCHAT FILTER	09/18/2017	32.27
ATLANTIC BOTTLING CO.	042-4200-65070	PICKARD CONCESSIONS	09/15/2017	790.00
CONTRACT SPECIALTY LC	042-4200-65070	2 BOXES FIELD MARKING PAINT	09/11/2017	104.00
CURRY, JAMIE	042-4200-66990	PARTIAL REFUND OF DEPOSITS	09/21/2017	200.00
DLH GRAFX	042-4200-61810	YOUTH FLAG FB SHIRTS ORDER #2	09/12/2017	60.64
DUST PROS JANITORIAL	042-4200-64090	MONTHLY CLEANING & CARPET CLEANING	09/20/2017	1,537.00
DUST PROS JANITORIAL	042-4200-65070	CLEANING SUPPLIES	09/20/2017	53.55
FARNER-BOCKEN	042-4200-65070	PICKARD CONCESSIONS	09/11/2017	1,202.59
FICKES, EDWARD LEE	042-4200-64250	FALL COED SB	09/14/2017	100.00
FLOWERS, JAVARIS	042-4200-64250	YOUTH FLAG FB - SINGLE	09/12/2017	60.00
HIRTA PUBLIC TRANSIT	042-4200-64990	BALLOON CAMP TRANSPORTATION	08/31/2017	90.50
INDIANOLA COMMUNITY FOUN	042-4320-66990	IPF - BUXTON GARDEN PARTY TICKETS	09/20/2017	315.00
KAPPELMAN APPLIANCE	042-4200-63100	PICKARD WALK-IN COOLER REPAIR	09/11/2017	210.00
LAWLER, LOGAN	042-4200-64250	YOUTH FLAG FB - SINGLE	09/12/2017	60.00
LAWLER, LOGAN	042-4200-64250	YOUTH FLAG FB - SINGLE	09/18/2017	60.00
LOSS, BRAYTON	042-4200-64250	YOUTH FLAG FB - SINGLE	09/18/2017	60.00
MAD SCIENCE OF IOWA	042-4200-64205	MAD SCIENCE INSTRUCTION	09/08/2017	1,027.00
MC INTYRE, CRAIG	042-4200-64250	FALL COED SB	09/14/2017	75.00
MID AMERICAN ENERGY CO.	042-4200-63710	GAS -SHOP	09/18/2017	12.94
MID AMERICAN ENERGY CO.	042-4200-63710	ACTIVITY CENTER UTILITIES	09/18/2017	26.57

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
MILLER ELECTRIC SERVICES	042-4200-63100	PICKARD FIELD #3 LIGHT REPAIR	09/07/2017	92.00
NOLASOFT DEVELOPMENT	042-4200-64190	DOMAIN REGISTRATION	09/21/2017	24.00
PARK, KRIS	042-4200-64250	FALL COED SB	09/14/2017	100.00
SWANK MOTION PICTURES IN	042-4200-64990	BALANCE DUE - SHIPPING	08/29/2017	28.00
U.S. CELLULAR	042-4300-63730	CELL PHONES - 2	09/12/2017	81.11
WARREN COUNTY ENGINEER	042-4200-65050	FUEL DISTRIBUTION - VANS	09/19/2017	50.85
WARREN COUNTY ENGINEER	042-4200-65050	FUEL DISTRIBUTION - MISC	09/19/2017	32.45
WARREN COUNTY ENGINEER	042-4300-65050	FUEL DISTRIBUTION	09/19/2017	909.20
WESLEY WOODS CAMP & RET	042-4200-64205	HORSEBACK RIDE INSTRUCTION	09/05/2017	55.50
WOOSLEY LANDSCAPING & M	042-4300-64990	PARKS MOW CONTRACT	09/25/2017	3,170.00

Total PARK & RECREATION FUND:

12,620.17

POOL (MEMORIAL) FUND

AGSOURCE LABORATORIES	045-4500-64200	AUGUST WATER TEST	09/07/2017	39.00
MID AMERICAN ENERGY CO.	045-4500-63710	POOL UTILITIES - AUG/SEPT	09/18/2017	396.16
WOOSLEY LANDSCAPING & M	045-4500-64990	MAC MOW CONTRACT	09/25/2017	560.00

Total POOL (MEMORIAL) FUND:

995.16

ROAD USE TAX FUND

CIRCLE B CASHWAY	110-2100-65073	CONCRETE FORM BOARDS	08/30/2017	68.91
CIRCLE B CASHWAY	110-2100-65073	CEMENTECH TRUCK	08/31/2017	32.99
CR SERVICES	110-2100-65070	SAFETY GLASSES, SUPPLIES	09/11/2017	188.75
CR SERVICES	110-2100-65500	SAFETY CLOTHING	09/18/2017	52.31
CR SERVICES	110-2100-65500	SAFETY SHIRTS	09/20/2017	16.34
HEARTLAND AREA EDUCATION	110-8650-65070	SEED FOR HILLCREST/14TH ST DITCH	09/12/2017	47.85
INDOFF INCORPORATED	110-2100-63400	OFFICE CHAIR	09/12/2017	163.00
JESS' LOCK AND KEY	110-2100-63100	SHOP RE-KEYING	08/28/2017	132.00
LOGAN CONTRACTORS SUPPL	110-2100-65073	CRACK SEALER	09/11/2017	3,234.00
LOGAN CONTRACTORS SUPPL	110-2100-65073	SQUEEGE	09/12/2017	93.98
LOGAN CONTRACTORS SUPPL	110-2100-65073	SQUEEGES	09/19/2017	99.18
MC COY HARDWARE INC	110-2100-65070	SPRAY PAINT	09/20/2017	6.86
MC COY HARDWARE INC	110-2100-63100	AC FOR OFFICE BREAK ROOM	09/21/2017	255.20
MID AMERICAN ENERGY CO.	110-2100-63710	GAS -SHOP	09/18/2017	30.28
NORWALK READY-MIXED CON	110-2100-65073	ASHLAND & C ST	08/23/2017	665.50
O'HALLORAN INTERNATIONAL	110-2100-63320	REPAIR	09/12/2017	2,503.23
O'REILLY AUTO PARTS	110-2100-63320	MUD FLAPS #9	09/14/2017	8.04
O'REILLY AUTO PARTS	110-2100-65076	SHOP EQUIPMENT	09/14/2017	14.99
O'REILLY AUTO PARTS	110-2100-63320	FITTINGS	09/18/2017	19.54
O'REILLY AUTO PARTS	110-2100-63320	FITTING	09/19/2017	15.31
PELLA PRINTING	110-2100-65070	BUSINESS CARDS	09/01/2017	79.20
PIERCE BROTHERS REPAIR	110-2100-63320	UNIT #9	09/14/2017	14.00
STAR EQUIPMENT LTD	110-2100-63320	HYDRAULIC COUPLERS	09/08/2017	264.59
STAR EQUIPMENT LTD	110-2100-67230	BREAKER FOR BACKHOE	09/11/2017	9,065.00
STAR EQUIPMENT LTD	110-2100-64151	MINI FOR HILLCREST & 14TH DITCH	09/12/2017	514.60
THEISEN'S	110-2100-65070	SEED SPREADER, GLOVES	09/12/2017	38.36
THEISEN'S	110-2100-63320	UNIT #9	09/14/2017	9.96
TOMPKINS INDUSTRIES INC.	110-2100-63320	COUPLER	09/08/2017	11.48
TRANS-IOWA EQUIPMENT INC	110-2100-63320	STREET SWEEPER	09/11/2017	986.17
U.S. CELLULAR	110-2100-63730	CELL PHONES -3	09/12/2017	105.02
WARREN COUNTY ENGINEER	110-2100-65050	FUEL DISTRIBUTION	09/19/2017	1,230.03

Total ROAD USE TAX FUND:

19,966.67

LIBRARY SPECIAL REVENUE FUND

OUTDOOR REC. PRODUCTS	141-4100-65020	MEMORIAL BENCH	07/31/2017	1,234.50
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Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total LIBRARY SPECIAL REVENUE FUND:				1,234.50
DOWNTOWN BIZ INCENTIVE PROGRAM				
TRUBANK	161-5200-64154	INTEREST DOWNTOWN BIZ INCENTIVE - GARY DOWNEY	09/20/2017	243.54
Total DOWNTOWN BIZ INCENTIVE PROGRAM:				243.54
VEHICLE RESERVE FUND				
HARRISON TRUCK CENTERS	190-9300-67101	2018 FREIGHTLINER	09/21/2017	102,328.00
Total VEHICLE RESERVE FUND:				102,328.00
CAPITAL PROJECTS FUND				
SNYDER & ASSOCIATES INC	301-8300-67901	2016 STREET IMPROVEMENTS PROJECT	08/18/2017	1,025.00
T & T SPRINKLER SERVICE INC	301-8000-64990	SPRINKLER INSTALLATION - FINAL INVOICE	08/30/2017	2,160.00
Total CAPITAL PROJECTS FUND:				3,185.00
SEWER FUND				
BREEDEN, ED	610-8300-61810	WELLNESS AUG & SEPT	09/18/2017	30.00
CCP INDUSTRIES INC.	610-8325-65070	DISPOSABLE RUBBER GLOVES	09/19/2017	230.80
CORE & MAIN	610-8325-63453	MANHOLE CASTING AND LID	09/13/2017	725.00
CR SERVICES	610-8325-65070	MARKING FLAGS	09/25/2017	134.32
CRYSTAL CLEAR WATER CO	610-8350-65012	DI WATER FOR LAB	09/20/2017	21.00
GRAVES, RICK	610-8300-61440	WELLNESS - SEPT	09/15/2017	25.00
INFOMAX OFFICE SYSTEMS IN	610-8300-65990	AUGUST COPIER CONTRACT	09/15/2017	.07
IOWA ONE CALL	610-8300-64990	LOCATES	09/11/2017	451.80
ITRON INC.	610-8300-64990	SOFTWARE MAINT (01/01/17 - 12/31/17)	09/11/2017	581.29
MC COY HARDWARE INC	610-8350-65082	FREIGHT FOR CUES CAMERA	09/14/2017	10.97
MID AMERICAN ENERGY CO.	610-8325-63710	07741-18004 65/69 LIFT	09/15/2017	77.19
MID AMERICAN ENERGY CO.	610-8325-63710	08701-24006 QUAIL MDWS LIFT	09/18/2017	62.37
MID AMERICAN ENERGY CO.	610-8325-63710	09750-87035 WESLEY LIFT	09/15/2017	37.41
MUNICIPAL SUPPLY INC	610-8325-63453	CRETEX PRO RINGS	09/13/2017	624.95
NORTH CENTRAL LABS OF WIS	610-8350-65012	LAB SUPPLIES	09/07/2017	178.19
PELLA PRINTING	610-8300-64990	BUSINESS CARDS	09/01/2017	73.40
SHULL SCHRUM MCCLAFLIN &	610-8300-64010	AUDIT SERVICES	08/31/2017	700.00
U.S. CELLULAR	610-8300-63730	CELL PHONES - 2	09/12/2017	92.83
WARREN COUNTY ENGINEER	610-8300-65050	FUEL DISTRIBUTION	09/19/2017	541.40
Total SEWER FUND:				4,597.99
STORMWATER UTILITY FUND				
TOM WHEELER & TIFFANY COL	650-9000-64990	207 S BUXTON STORM SEWER PROJECT - 603 S HOWARD	08/23/2017	600.00
Total STORMWATER UTILITY FUND:				600.00
SEWER CAPITAL PROJECTS FUND				
BRICK GENTRY P.C.	710-8300-67501	CORRESPONDENCE WITH HR GREEN	08/25/2017	90.00
Total SEWER CAPITAL PROJECTS FUND:				90.00
HEALTH INSURANCE FUND				
COMPASS PROFESSIONAL HE	820-9300-64990	ANNUAL BILLING 9/1/17 - 8/31/18	09/01/2017	7,308.00
INSURANCE STRATEGIES CON	820-9300-64990	509A STUDY	09/19/2017	975.00
Total HEALTH INSURANCE FUND:				8,283.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Grand Totals:				207,838.20

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ABC ENTERPRISES LLC				
ABC ENTERPRISES LLC	PICKARD LOWER CULVERT	09/07/2017	673.44	PARK & RECREATI
Total ABC ENTERPRISES LLC:			673.44	
AGRILAND FS INC				
AGRILAND FS INC	FIELD CHALK	08/29/2017	285.60	PARK & RECREATI
AGRILAND FS INC	SEED FOR E IOWA	08/31/2017	127.00	ROAD USE TAX FU
Total AGRILAND FS INC:			412.60	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	A/C NOT WORKING IN PD	08/31/2017	844.17	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			844.17	
ALADTEC INC				
ALADTEC INC	FIRE MANAGER SOFTWARE	08/17/2017	947.50	FIRE FUND
Total ALADTEC INC:			947.50	
ALBION LIBRARY & HERITAGE CENTER				
ALBION LIBRARY & HERITAGE	REPLACEMENT INTERLIBRARY LOAN BOOK	08/03/2017	15.00	LIBRARY FUND
Total ALBION LIBRARY & HERITAGE CENTER:			15.00	
ANGLICK, AIDAN				
ANGLICK, AIDAN	LIFEGUARD TRUNK REIMB.	08/31/2017	15.00	POOL (MEMORIAL)
Total ANGLICK, AIDAN:			15.00	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAIN	16 CD'S	07/25/2017	166.08	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	17 DVD'S	07/25/2017	307.81	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	1 DVD	07/31/2017	12.36	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	1 DVD	07/28/2017	28.99	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			515.24	
BAKER AND TAYLOR				
BAKER AND TAYLOR	1 BOOK	07/25/2017	14.56	LIBRARY SPECIAL
BAKER AND TAYLOR	11 BOOKS	07/25/2017	144.37	LIBRARY FUND
BAKER AND TAYLOR	8 BOOKS	07/25/2017	100.47	LIBRARY SPECIAL
BAKER AND TAYLOR	124 BOOKS	07/25/2017	1,357.50	LIBRARY FUND
BAKER AND TAYLOR	1 BOOK	08/01/2017	14.37	LIBRARY SPECIAL
BAKER AND TAYLOR	31 BOOKS	08/01/2017	454.58	LIBRARY FUND
BAKER AND TAYLOR	20 BOOKS	08/09/2017	319.81	LIBRARY FUND
BAKER AND TAYLOR	7 BOOKS	08/15/2017	93.87	LIBRARY SPECIAL
BAKER AND TAYLOR	68 BOOKS	08/15/2017	818.53	LIBRARY FUND
BAKER AND TAYLOR	1 BOOK	08/22/2017	14.37	LIBRARY SPECIAL
BAKER AND TAYLOR	30 BOOKS	08/22/2017	340.03	LIBRARY FUND
Total BAKER AND TAYLOR:			3,672.46	
BARCO MUNICIPAL PROD INC				
BARCO MUNICIPAL PROD INC	LOCATE FLAGS	08/31/2017	320.96	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BARCO MUNICIPAL PROD INC:			320.96	
BERRY, ROGER				
BERRY, ROGER	CDL LICENSE	08/29/2017	12.00	FIRE FUND
Total BERRY, ROGER:			12.00	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	28E AGREEMENT FY 16/17 FOURTH QTR	09/06/2017	10,526.00	GENERAL FUND
Total BRAVO GREATER DES MOINES:			10,526.00	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	MUNICIPAL ABATEMENT ISSUES	08/25/2017	503.80	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICES	08/25/2017	1,710.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL - MEDIC 247 LITIGATION	08/25/2017	45.00	AMBULANCE FUN
BRICK GENTRY P.C.	UNION NEGOTIATIONS	08/25/2017	231.43	POLICE FUND
BRICK GENTRY P.C.	UNION NEGOTIATIONS	08/25/2017	77.14	SEWER FUND
BRICK GENTRY P.C.	UNION NEGOTIATIONS	08/25/2017	77.14	ROAD USE TAX FU
BRICK GENTRY P.C.	UNION NEGOTIATIONS	08/25/2017	64.29	PARK & RECREATI
Total BRICK GENTRY P.C.:			2,708.80	
BROWN SUPPLY CO. INC.				
BROWN SUPPLY CO. INC.	NEW MANHOLE LID AND COVER ON E IOWA	08/31/2017	330.00	SEWER FUND
Total BROWN SUPPLY CO. INC.:			330.00	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD ROCK	08/31/2017	1,088.07	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			1,088.07	
CARPENTER UNIFORM CO				
CARPENTER UNIFORM CO	UNIFORM - EWING	08/24/2017	689.00	POLICE FUND
CARPENTER UNIFORM CO	TACLITE PANTS	08/24/2017	89.98	AMBULANCE FUN
CARPENTER UNIFORM CO	UNIFORM - LECHTENBERG	08/28/2017	540.92	POLICE FUND
CARPENTER UNIFORM CO	UNIFORM - CHIA	08/28/2017	286.96	POLICE FUND
CARPENTER UNIFORM CO	UNIFORM - WICKS	08/28/2017	251.96	POLICE FUND
CARPENTER UNIFORM CO	UNIFORM - EWING	08/28/2017	572.92	POLICE FUND
CARPENTER UNIFORM CO	UNIFORM	08/28/2017	97.97	POLICE FUND
CARPENTER UNIFORM CO	UNIFORMS	08/29/2017	44.97	POLICE FUND
Total CARPENTER UNIFORM CO:			2,574.68	
CENGAGE LEARNING				
CENGAGE LEARNING	1 BOOK	08/17/2017	24.79	LIBRARY FUND
CENGAGE LEARNING	1 BOOK	07/27/2017	23.19	LIBRARY FUND
CENGAGE LEARNING	1 BOOK	08/03/2017	26.39	LIBRARY SPECIAL
CENGAGE LEARNING	1 BOOK	08/03/2017	30.39	LIBRARY FUND
CENGAGE LEARNING	1 BOOK	08/07/2017	26.39	LIBRARY FUND
CENGAGE LEARNING	1 BOOK	08/09/2017	23.20	LIBRARY FUND
CENGAGE LEARNING	1 BOOK	08/22/2017	23.20	LIBRARY FUND
Total CENGAGE LEARNING:			177.55	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES - MEMORIAL	08/31/2017	129.30	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - BARKER	08/31/2017	38.86	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2017	570.76	CP--CAF FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - PICKARD	08/31/2017	566.97	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MCCORD	08/31/2017	28.21	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	ACTIVITY CENTER UTILITIES	08/31/2017	1,373.03	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - DOWNEY	08/31/2017	45.69	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2017	6,618.94	GENERAL FUND
CITY OF INDIANOLA - UTILITY	STREETLIGHTS	08/31/2017	13,941.98	GENERAL FUND
CITY OF INDIANOLA - UTILITY	RENEWABLE	08/31/2017	231.00	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - 206 N 1ST	08/31/2017	29.42	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES, TOTAL N SEWER PLANT, DEMAN	08/31/2017	9,762.14	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2017	2,868.04	SEWER FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - SHOP	08/31/2017	571.93	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2017	453.04	ROAD USE TAX FU
CITY OF INDIANOLA - UTILITY	UTILITIES - TRAIL	08/31/2017	30.67	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	410 N JEFFERSON	08/31/2017	188.13	FIRE FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - YOUTH SOFTBALL	08/31/2017	187.80	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	PICKARD UTILITIES - JULY	08/31/2017	808.45	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES - MOATS	08/31/2017	49.74	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	POOL UTILITIES - JULY	08/31/2017	4,685.99	POOL (MEMORIAL)
CITY OF INDIANOLA - UTILITY	UTILITIES - BUXTON	08/31/2017	580.73	PARK & RECREATI
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2017	2,073.61	LIBRARY FUND
Total CITY OF INDIANOLA - UTILITY:			45,834.43	
CITY SUPPLY CORPORATION				
CITY SUPPLY CORPORATION	MOATS URINAL	09/05/2017	167.66	PARK & RECREATI
Total CITY SUPPLY CORPORATION:			167.66	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CHAIN SAW BLADE	09/05/2017	49.50	ROAD USE TAX FU
Total CNM OUTDOOR EQUIPMENT:			49.50	
CORE & MAIN				
CORE & MAIN	E IA ST PROJECT	08/29/2017	507.85	ROAD USE TAX FU
CORE & MAIN	E IOWA PROJECT	08/31/2017	94.22-	ROAD USE TAX FU
Total CORE & MAIN:			413.63	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	FALL COED SB	08/31/2017	100.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			100.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	09/06/2017	14.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			14.00	
D.A. DAVIDSON & CO.				
D.A. DAVIDSON & CO.	FINANCIAL ANALYSIS SERVICES SEWER (S	09/05/2017	12,000.00	CAPITAL PROJECT
Total D.A. DAVIDSON & CO.:			12,000.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DAVIS, MARGERY				
DAVIS, MARGERY	REFUND OF DAMAGE DEPOSIT	09/11/2017	150.00	PARK & RECREATI
Total DAVIS, MARGERY:			150.00	
DLH GRAFX				
DLH GRAFX	YOUTH FLAG FB SHIRTS	09/05/2017	644.36	PARK & RECREATI
Total DLH GRAFX:			644.36	
DUNN LIBRARY				
DUNN LIBRARY	3RD PMT FOR CIRCULATION SERVER	07/06/2017	1,600.00	LIBRARY FUND
Total DUNN LIBRARY:			1,600.00	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	CLEANING FOR SEPTEMBER	09/05/2017	1,070.00	LIBRARY FUND
DUST PROS JANITORIAL	CLEANING SUPPLIES	09/05/2017	117.15	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,187.15	
ELECTRIC PUMP				
ELECTRIC PUMP	REPAIR PUMP 3 AT MCCORD LIFT	09/08/2017	1,212.79	SEWER FUND
ELECTRIC PUMP	REPAIR PUMP 4 AT MCCORD LIFT	09/08/2017	315.00	SEWER FUND
Total ELECTRIC PUMP:			1,527.79	
FARNER-BOCKEN				
FARNER-BOCKEN	PICKARD CONCESSIONS	08/28/2017	667.47	PARK & RECREATI
Total FARNER-BOCKEN:			667.47	
FEARS, KEISHA				
FEARS, KEISHA	HOME BASE IA INCENTIVE PROGRAM	09/05/2017	1,500.00	GENERAL FUND
Total FEARS, KEISHA:			1,500.00	
FICKES, EDWARD LEE				
FICKES, EDWARD LEE	FALL COED SB	09/07/2017	100.00	PARK & RECREATI
FICKES, EDWARD LEE	FALL COED SB	08/31/2017	100.00	PARK & RECREATI
Total FICKES, EDWARD LEE:			200.00	
FLOWERS, JAVARIS				
FLOWERS, JAVARIS	YOUTH FLAG FB	09/11/2017	36.00	PARK & RECREATI
Total FLOWERS, JAVARIS:			36.00	
GALLS LLC				
GALLS LLC	UNIFORM	08/23/2017	54.93	POLICE FUND
Total GALLS LLC:			54.93	
GLAXO SMITH KLINE PHARM.				
GLAXO SMITH KLINE PHARM.	FLULAVAL	08/14/2017	601.10	AMBULANCE FUN
Total GLAXO SMITH KLINE PHARM.:			601.10	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
H & W RECYCLING				
H & W RECYCLING	E-CYCLING	09/06/2017	570.00	GENERAL FUND
Total H & W RECYCLING:			570.00	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	09/05/2017	157.73	SEWER FUND
Total HACH COMPANY:			157.73	
HALLETT MATERIALS				
HALLETT MATERIALS	ROCK	08/26/2017	212.77	ROAD USE TAX FU
Total HALLETT MATERIALS:			212.77	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE 7/26/17 - 8/25/17	08/26/2017	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HD SUPPLY WATERWORKS				
HD SUPPLY WATERWORKS	E IOWA PROJECT	08/25/2017	485.20	ROAD USE TAX FU
Total HD SUPPLY WATERWORKS:			485.20	
HR GREEN INC				
HR GREEN INC	SEWER LINING CONSTRUCTION PERMIT	05/25/2017	266.00	CAPITAL PROJECT
HR GREEN INC	GENERAL WASTEWATER ENGINEERING	05/25/2017	1,197.00	SEWER CAPITAL P
HR GREEN INC	MORLOCK LS ANALYSIS	05/25/2017	129.00	CAPITAL PROJECT
HR GREEN INC	MCCORD L.S. GENERATOR	05/25/2017	1,562.75	SEWER CAPITAL P
Total HR GREEN INC:			3,154.75	
IMWCA				
IMWCA	INSTALLMENT #1	09/01/2017	146.11	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	109.39	POOL (MEMORIAL)
IMWCA	INSTALLMENT #1	09/01/2017	161.33	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	22.70	LIBRARY FUND
IMWCA	INSTALLMENT #1	09/01/2017	22.03	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	333.41	SEWER FUND
IMWCA	INSTALLMENT #1	09/01/2017	2,972.38	POLICE FUND
IMWCA	INSTALLMENT #1	09/01/2017	21.93	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	1,283.36	ROAD USE TAX FU
IMWCA	INSTALLMENT #1	09/01/2017	3,782.04	FIRE FUND
IMWCA	INSTALLMENT #1	09/01/2017	6.12	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	1.50	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	336.81	PARK & RECREATI
IMWCA	INSTALLMENT #1	09/01/2017	14.01	GENERAL FUND
IMWCA	INSTALLMENT #1	09/01/2017	609.66	PARK & RECREATI
IMWCA	INSTALLMENT #1	09/01/2017	296.89	AMBULANCE FUN
IMWCA	INSTALLMENT #1	09/01/2017	17.48	GENERAL FUND
Total IMWCA:			10,137.15	
INDIANOLA SENIOR CENTER				
INDIANOLA SENIOR CENTER	REIMB. FOR OUTDOOR MOVIE CONCESSIO	09/08/2017	111.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INDIANOLA SENIOR CENTER:			111.00	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTER CONTRACT	08/14/2017	241.70	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	COPIES	08/17/2017	70.35	PARK & RECREATI
INFOMAX OFFICE SYSTEMS IN	COPIER	08/23/2017	212.73	SEWER FUND
Total INFOMAX OFFICE SYSTEMS INC.:			524.78	
INTEGRIVault				
INTEGRIVault	MONTHLY BACKUP FEE	09/01/2017	500.00	GENERAL FUND
Total INTEGRIVault:			500.00	
IOWA ASSOC OF MUN UTILITIES				
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH, ACTIVITY CE	08/31/2017	182.15	PARK & RECREATI
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTING - AUGUST 2017	08/31/2017	118.42	ROAD USE TAX FU
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH, LIBRARY	08/31/2017	136.64	LIBRARY FUND
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH, STREET	08/31/2017	182.15	ROAD USE TAX FU
IOWA ASSOC OF MUN UTILITIE	MOCK OSHA WALK THROUGH, PARKS	08/31/2017	136.64	PARK & RECREATI
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTING - AUGUST 2017	08/31/2017	118.42	SEWER FUND
IOWA ASSOC OF MUN UTILITIE	SAFETY CONSULTING - AUGUST 2017	08/31/2017	118.41	GENERAL FUND
Total IOWA ASSOC OF MUN UTILITIES:			992.83	
IOWA PARK & REC. ASSOC.				
IOWA PARK & REC. ASSOC.	CONSIGNMENT TICKET SALES	09/05/2017	1,035.75	PARK & REC SPEC
Total IOWA PARK & REC. ASSOC.:			1,035.75	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	NFA CLASS TEST	08/24/2017	25.00	FIRE FUND
Total IOWA STATE UNIVERSITY:			25.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGR - MUN BLDG	09/01/2017	150.00	GENERAL FUND
IOWA WATER MANAGEMENT C	WATER MGR LIBRARY	09/01/2017	40.00	LIBRARY FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	QUARTERLY AMMONIA SAMPLE	09/07/2017	17.00	SEWER FUND
Total KEYSTONE LABORATORIES INC:			17.00	
KIRKWOOD COMM. COLLEGE				
KIRKWOOD COMM. COLLEGE	FIRE TRAINING KIRKWOOD	08/25/2017	120.00	FIRE FUND
Total KIRKWOOD COMM. COLLEGE:			120.00	
KLING, JASON				
KLING, JASON	SUPPLY REIMB - ADDRESS NUMBERS	09/05/2017	7.96	FIRE FUND
Total KLING, JASON:			7.96	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
KNOX COMPANY, THE				
KNOX COMPANY, THE	KNOX BOX FOR #339	08/24/2017	977.00	VEHICLE RESERV
Total KNOX COMPANY, THE:			977.00	
KONICA MINOLTA BUSINESS SOLUTIONS				
KONICA MINOLTA BUSINESS S	MONTHLY SERVICE FEE	08/31/2017	14.99	PARK & RECREATI
Total KONICA MINOLTA BUSINESS SOLUTIONS:			14.99	
KUEBLER, KELLY				
KUEBLER, KELLY	YOUTH TENNIS INSTRUCTION (TWO SESSI	09/11/2017	168.00	PARK & RECREATI
Total KUEBLER, KELLY:			168.00	
LAWLER, LOGAN				
LAWLER, LOGAN	YOUTH FLAG FB	09/11/2017	36.00	PARK & RECREATI
Total LAWLER, LOGAN:			36.00	
LOGAN CONTRACTORS SUPPLY INC.				
LOGAN CONTRACTORS SUPPL	CONCRETE SAW	08/17/2017	98.05	ROAD USE TAX FU
LOGAN CONTRACTORS SUPPL	CONCRETE SAW PARTS	08/28/2017	29.55	ROAD USE TAX FU
Total LOGAN CONTRACTORS SUPPLY INC.:			127.60	
LOSS, BRAYTON				
LOSS, BRAYTON	YOUTH FLAG FB	09/11/2017	36.00	PARK & RECREATI
Total LOSS, BRAYTON:			36.00	
LUCAS, JEFF				
LUCAS, JEFF	CELL PHONE REIMB. JULY - SEPT	09/11/2017	75.00	PARK & RECREATI
Total LUCAS, JEFF:			75.00	
MC COY HARDWARE INC				
MC COY HARDWARE INC	SUPPLIES	08/14/2017	17.06	POLICE FUND
MC COY HARDWARE INC	UNIFORMS	08/28/2017	19.78	POLICE FUND
MC COY HARDWARE INC	TOOL	08/31/2017	8.99	ROAD USE TAX FU
Total MC COY HARDWARE INC:			45.83	
MC INTYRE, CRAIG				
MC INTYRE, CRAIG	FALL COED SB	08/31/2017	100.00	PARK & RECREATI
MC INTYRE, CRAIG	FALL COED SB	09/07/2017	100.00	PARK & RECREATI
Total MC INTYRE, CRAIG:			200.00	
MEDTRAK SERVICES				
MEDTRAK SERVICES	411 RX	08/15/2017	42.06	POLICE FUND
MEDTRAK SERVICES	411 RX	08/31/2017	63.98	POLICE FUND
Total MEDTRAK SERVICES:			106.04	
METHODIST OCCUPATIONAL HEALTH & WELLNESS				
METHODIST OCCUPATIONAL H	PRE-EMPLOYMENT TESTING	08/31/2017	1,150.00	AMBULANCE FUN
METHODIST OCCUPATIONAL H	PRE-EMPLOYMENT TESTING	08/31/2017	256.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
METHODIST OCCUPATIONAL H	PRE-EMPLOYMENT TESTING	08/31/2017	3,388.00	POLICE FUND
METHODIST OCCUPATIONAL H	PRE-EMPLOYMENT TESTING	08/31/2017	739.00	FIRE FUND
Total METHODIST OCCUPATIONAL HEALTH & WELLNESS:			5,533.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	08/17/2017	12.34	LIBRARY FUND
MID AMERICAN ENERGY CO.	UTILITIES	08/17/2017	18.69	FIRE FUND
MID AMERICAN ENERGY CO.	UTILITIES	08/17/2017	12.34	FIRE FUND
Total MID AMERICAN ENERGY CO.:			43.37	
MIDWEST BREATHING AIR LLC				
MIDWEST BREATHING AIR LLC	NFPA AIR TEST	08/30/2017	169.10	FIRE FUND
Total MIDWEST BREATHING AIR LLC:			169.10	
MIDWEST OFFICE TECH				
MIDWEST OFFICE TECH	MONTHLY SERVICE CHARGE	08/29/2017	46.00	PARK & RECREATI
Total MIDWEST OFFICE TECH:			46.00	
MILLER ELECTRIC SERVICES				
MILLER ELECTRIC SERVICES	LIGHT FIXTURES/LABOR	08/31/2017	167.17	GENERAL FUND
Total MILLER ELECTRIC SERVICES:			167.17	
MOVIE LICENSING USA				
MOVIE LICENSING USA	ANNUAL MOVIE LICENSING FEE	09/01/2017	355.00	LIBRARY SPECIAL
Total MOVIE LICENSING USA:			355.00	
MURPHY TRACTOR & EQUIPMENT				
MURPHY TRACTOR & EQUIPM	REPAIR 310SJ	08/29/2017	3,190.32	ROAD USE TAX FU
Total MURPHY TRACTOR & EQUIPMENT:			3,190.32	
NAPA AUTO PARTS				
NAPA AUTO PARTS	CONCRETE SAW PARTS	08/31/2017	3.65	ROAD USE TAX FU
Total NAPA AUTO PARTS:			3.65	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	ANNUAL DOMAIN REGISTRATION	09/04/2017	24.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			24.00	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	B STREET LOT APPROACH	08/22/2017	988.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	E IOWA PROJECT	08/30/2017	211.75	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			1,199.75	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	SUPPLIES	08/31/2017	14.99	POLICE FUND
O'REILLY AUTO PARTS	BATTERY	08/29/2017	114.85	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total O'REILLY AUTO PARTS:			129.84	
PARK, KRIS				
PARK, KRIS	FALL COED SB	09/07/2017	100.00	PARK & RECREATI
Total PARK, KRIS:			100.00	
PELLA PRINTING				
PELLA PRINTING	WINDOW ENVELOPES FOR A/P - 5,000	08/01/2017	657.00	GENERAL FUND
PELLA PRINTING	PRINTING	08/09/2017	210.00	POLICE FUND
Total PELLA PRINTING:			867.00	
PENGUIN RANDOM HOUSE LLC				
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	08/12/2017	26.25	LIBRARY FUND
PENGUIN RANDOM HOUSE LLC	1 BOOK ON CD	08/29/2017	26.25	LIBRARY FUND
Total PENGUIN RANDOM HOUSE LLC:			52.50	
PER MAR SECURITY				
PER MAR SECURITY	SECURITY MONITOR SERVICES	08/09/2017	901.56	LIBRARY FUND
PER MAR SECURITY	FIRE ALARM MONITORING OCT - DEC 2017	09/08/2017	131.46	PARK & RECREATI
Total PER MAR SECURITY:			1,033.02	
PETROLEUM MARKETERS MUTUAL INS				
PETROLEUM MARKETERS MUT	MORLOCK UNDERGROUND STORAGE TAN	08/08/2017	1,153.00	SEWER FUND
Total PETROLEUM MARKETERS MUTUAL INS:			1,153.00	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	WELD CLARIFIER SCUM BOX	08/07/2017	508.00	SEWER FUND
PIERCE BROTHERS REPAIR	WELD JETTER TANK	08/24/2017	26.00	SEWER FUND
PIERCE BROTHERS REPAIR	WELD JETTER TANK	08/24/2017	28.00	SEWER FUND
PIERCE BROTHERS REPAIR	REPAIR MOUNT FOR MOWER	09/07/2017	76.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			638.00	
PRAXAIR DISTRIBUTION INC				
PRAXAIR DISTRIBUTION INC	PURCHASED ACETYLENE/OXYGEN TANKS I	08/31/2017	550.00	SEWER FUND
Total PRAXAIR DISTRIBUTION INC:			550.00	
PTM DOCUMENT SYSTEMS				
PTM DOCUMENT SYSTEMS	1099-MISC FORMS	08/31/2017	31.85	GENERAL FUND
PTM DOCUMENT SYSTEMS	W2'S & ENVELOPES	08/31/2017	128.06	GENERAL FUND
Total PTM DOCUMENT SYSTEMS:			159.91	
RAY'S WINDOW CLEANING				
RAY'S WINDOW CLEANING	ACTIVITY CENTER WINDOW CLEANING	08/28/2017	60.00	PARK & RECREATI
Total RAY'S WINDOW CLEANING:			60.00	
RECORDED BOOKS INC				
RECORDED BOOKS INC	1 BOOK ON CD	07/25/2017	35.99	LIBRARY FUND
RECORDED BOOKS INC	1 BOOK ON CD	07/25/2017	35.99	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
RECORDED BOOKS INC	4 BOOKS ON CD	08/01/2017	117.00	LIBRARY FUND
Total RECORDED BOOKS INC:			188.98	
RECORD-HERALD & INDIANOLA TRIBUNE				
RECORD-HERALD & INDIANOL	CC MIN-07	08/30/2017	260.10	GENERAL FUND
RECORD-HERALD & INDIANOL	ORD 1575	08/30/2017	36.48	GENERAL FUND
RECORD-HERALD & INDIANOL	CC MIN-07	08/30/2017	35.99	GENERAL FUND
RECORD-HERALD & INDIANOL	PH MORLOCK PROJECT	08/30/2017	35.50	CAPITAL PROJECT
RECORD-HERALD & INDIANOL	PH SEWER CAP LOAN NOTES	08/30/2017	41.88	CAPITAL PROJECT
RECORD-HERALD & INDIANOL	CC MIN-08	08/30/2017	273.84	GENERAL FUND
RECORD-HERALD & INDIANOL	PH NUISANCE	08/30/2017	56.01	GENERAL FUND
RECORD-HERALD & INDIANOL	PH NEPA	08/30/2017	33.54	CAPITAL PROJECT
RECORD-HERALD & INDIANOL	PH MORLOCK PROJECT	08/30/2017	36.48	CAPITAL PROJECT
RECORD-HERALD & INDIANOL	PH MORLOCK PROJECT	08/30/2017	36.48	CAPITAL PROJECT
RECORD-HERALD & INDIANOL	ORD 1576	08/30/2017	37.95	GENERAL FUND
RECORD-HERALD & INDIANOL	NOTICE NUISANCE ABATEMENT	08/30/2017	54.36	GENERAL FUND
RECORD-HERALD & INDIANOL	PH RECYCLING	08/30/2017	22.75	GENERAL FUND
RECORD-HERALD & INDIANOL	PH BUDGET AMENDMENT	08/30/2017	284.57	GENERAL FUND
RECORD-HERALD & INDIANOL	BD ADJ	08/30/2017	46.78	GENERAL FUND
RECORD-HERALD & INDIANOL	PH MORLOCK PROJECT	08/30/2017	35.50	CAPITAL PROJECT
Total RECORD-HERALD & INDIANOLA TRIBUNE:			1,328.21	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	ZICO ACTUATOR/OXYGEN LIFT	08/28/2017	603.26	AMBULANCE FUN
Total SANDRY FIRE SUPPLY LLC:			603.26	
SELVAGE PLUMBING				
SELVAGE PLUMBING	REPLACE STOOLS	08/10/2017	1,800.00	GENERAL FUND
Total SELVAGE PLUMBING:			1,800.00	
SPRINGER PEST SOLUTIONS DSM				
SPRINGER PEST SOLUTIONS D	ACTIVITY CENTER PEST CONTROL	09/05/2017	61.00	PARK & RECREATI
Total SPRINGER PEST SOLUTIONS DSM:			61.00	
STAR EQUIPMENT LTD				
STAR EQUIPMENT LTD	MINI EXCAVATOR RENTAL FOR E IA ST	08/30/2017	500.40	ROAD USE TAX FU
STAR EQUIPMENT LTD	LARGE BREAKER - PURCHASE AGREEMEN	08/14/2017	8,650.00	VEHICLE RESERV
Total STAR EQUIPMENT LTD:			9,150.40	
STATE OF IOWA				
STATE OF IOWA	509 A CERTIFICATION	09/11/2017	100.00	HEALTH INSURAN
Total STATE OF IOWA:			100.00	
STERNQUIST CONST. INC.				
STERNQUIST CONST. INC.	CAPITAL STREET IMPROVEMENTS	08/28/2017	438,956.24	STREET CAPITAL
Total STERNQUIST CONST. INC.:			438,956.24	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	E IA ST PROJECT	08/29/2017	698.78	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total STETSON BUILDING PRODUCTS INC:			698.78	
STRYKER SALES CORPORATION				
STRYKER SALES CORPORATIO	BATTERY PACK	08/24/2017	373.06	AMBULANCE FUN
Total STRYKER SALES CORPORATION:			373.06	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES IN	OUTDOOR MOVIE - BEAUTY & BEAST	08/29/2017	425.00	PARK & RECREATI
Total SWANK MOTION PICTURES INC.:			425.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	GARBAGE - ACCT #159	08/24/2017	16.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL ACCT #506	08/24/2017	94.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			110.00	
THEISEN'S				
THEISEN'S	ZIP TIES	08/30/2017	24.00	ROAD USE TAX FU
Total THEISEN'S:			24.00	
TOYNE INC				
TOYNE INC	ENGINE 331	08/23/2017	756.87	FIRE FUND
Total TOYNE INC:			756.87	
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	09/01/2017	50.00	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			50.00	
UNITED FARMERS CO-OP				
UNITED FARMERS CO-OP	OATS FOR E IA ST	08/31/2017	11.25	ROAD USE TAX FU
Total UNITED FARMERS CO-OP:			11.25	
UNUM LIFE INSURANCE CO OF AMERICA				
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	81.42	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	1,070.33	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	26.26	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	73.82	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	389.03	POLICE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	233.32	AMBULANCE FUN
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	81.78	ROAD USE TAX FU
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	65.70	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	50.24	FIRE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	87.76	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	125.09	SEWER FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	49.52	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	100.24	LIBRARY FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	33.62	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	08/31/2017	23.74	PARK & RECREATI
Total UNUM LIFE INSURANCE CO OF AMERICA:			2,491.87	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
VERIZON WIRELESS				
VERIZON WIRELESS	CELL PHONE FOR CARDIAC MONITORS	08/22/2017	21.06	AMBULANCE FUN
VERIZON WIRELESS	WIRELESS FOR SPARE LAPTOP	08/26/2017	20.01	GENERAL FUND
VERIZON WIRELESS	EMS CELL PHONES	08/26/2017	312.86	AMBULANCE FUN
VERIZON WIRELESS	WIRELESS FOR LAPTOP	08/26/2017	30.02	SEWER FUND
VERIZON WIRELESS	330 LAPTOP/330 CELL	08/26/2017	50.66	FIRE FUND
Total VERIZON WIRELESS:			434.61	
WALLER, RYAN				
WALLER, RYAN	CELL PHONE 9/9/17 - 10/8/17	09/08/2017	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING APT 10-13031-73000	09/08/2017	2,710.76	RECYCLING FUND
WASTE MANAGEMENT OF IOW	DUMPSTER	08/30/2017	32.00	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13076-93002	09/08/2017	10.00	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING TOTES 10-13079-23004	09/08/2017	10.00	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING RES 10-13011-73004	09/08/2017	13,514.87	RECYCLING FUND
Total WASTE MANAGEMENT OF IOWA:			16,277.63	
WELLS FARGO CCER				
WELLS FARGO CCER	WM SUPERCENTER #1491Balloon Camp Sup	08/02/2017	9.00	PARK & RECREATI
WELLS FARGO CCER	ARC SERVICES/TRAINING5 LG Recerts	08/07/2017	175.00	POOL (MEMORIAL)
WELLS FARGO CCER	NAPA PARTS 0000514338 tail lights and trailer	08/09/2017	49.27	FIRE FUND
WELLS FARGO CCER	WM SUPERCENTER #1491Softball Concessio	08/14/2017	4.67	PARK & RECREATI
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	08/16/2017	120.52	AMBULANCE FUN
WELLS FARGO CCER	AMAZON.COM1 Book	08/17/2017	25.40	LIBRARY SPECIAL
WELLS FARGO CCER	HARRISON TRUCK CENTERSAir brake dryer	08/18/2017	160.03	FIRE FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTSSummer supplies	08/21/2017	81.68	LIBRARY SPECIAL
WELLS FARGO CCER	SP ELM USAEnrich Iowa	08/22/2017	1,014.95	LIBRARY SPECIAL
WELLS FARGO CCER	FACEBK AJ3M9DNQU2MNO and CBBR FB a	08/01/2017	87.34	POOL (MEMORIAL)
WELLS FARGO CCER	IOWA DNR SALESNPDES Annual Permit Fee	08/04/2017	1,275.00	SEWER FUND
WELLS FARGO CCER	EB IAPELRA FALL CONFEFall Conference	08/08/2017	75.00	GENERAL FUND
WELLS FARGO CCER	NAPA PARTS 0000514Returned Bars leak for r	08/11/2017	19.98	SEWER FUND
WELLS FARGO CCER	OREILLY AUTO #0337Oil Filter	08/15/2017	5.65	PARK & RECREATI
WELLS FARGO CCER	CASEYS GEN STORE 1861Fuel for #330 Augu	08/16/2017	15.50	FIRE FUND
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATIONILA	08/17/2017	186.00	LIBRARY FUND
WELLS FARGO CCER	AED SUPERSTOREaed pad tax reimbursemen	08/21/2017	16.90	POLICE FUND
WELLS FARGO CCER	WALMART.COM 8009666546Plastic sign holde	08/21/2017	50.40	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Pinesol, envelopes,	08/03/2017	78.96	POOL (MEMORIAL)
WELLS FARGO CCER	SP STUDIO FUSCOBalloon Camp Cards	08/07/2017	11.24	PARK & RECREATI
WELLS FARGO CCER	NAPA PARTS 0000514Bars Leak for radiator in	08/10/2017	19.98	SEWER FUND
WELLS FARGO CCER	IN WOOSLEY LANDSCAPINGMowing NW Cor	08/15/2017	205.00	STREET CAPITAL
WELLS FARGO CCER	ENVIRONMENTAL RESOURCEAnnual lab test	08/16/2017	128.00	SEWER FUND
WELLS FARGO CCER	FAREWAY STORES #657ISF - paper plates	08/17/2017	9.60	PARK & RECREATI
WELLS FARGO CCER	1884 CEDReplacement wiring for fire safety trail	08/18/2017	138.09	FIRE FUND
WELLS FARGO CCER	INDOFF INCORPORATEDOffice supplies	08/21/2017	13.32	LIBRARY FUND
WELLS FARGO CCER	MCCOY TRUE VALUEYellow Enamel Paint , Mi	08/03/2017	49.01	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUEBolts and nuts for shop u	08/08/2017	12.30	SEWER FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTSDDEF pump for me	08/11/2017	499.99	AMBULANCE FUN
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	08/15/2017	1,762.35	AMBULANCE FUN
WELLS FARGO CCER	WM SUPERCENTER #1491ISF - 36 pies	08/16/2017	179.28	PARK & RECREATI
WELLS FARGO CCER	MCCOY TRUE VALUEbolts	08/17/2017	2.96	PARK & RECREATI
WELLS FARGO CCER	VETTER EQUIPMENT CO INDibat wing mower	08/18/2017	90.53	PARK & RECREATI
WELLS FARGO CCER	AMAZON MKTPLACE PMTSRural gateway gra	08/21/2017	82.30	LIBRARY SPECIAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	BP#9202698EXPRESS PANTRYGas	08/23/2017	23.32	POLICE FUND
WELLS FARGO CCER	LOOT CRATE INCSummer Reading	08/02/2017	18.99	LIBRARY SPECIAL
WELLS FARGO CCER	GOTPRINT.COMProgram Banner	08/07/2017	36.72	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Senior potluck supplies	08/10/2017	24.17	PARK & RECREATI
WELLS FARGO CCER	PICKLEBALLCENTRALPickleball tape	08/14/2017	71.92	PARK & RECREATI
WELLS FARGO CCER	INDOFF INCORPORATEDOffice supplies	08/16/2017	21.40	LIBRARY FUND
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATIONILA conference	08/17/2017	186.00	LIBRARY FUND
WELLS FARGO CCER	EVAC SYSTEMS FIRE AND RESWebbing	08/18/2017	253.42	FIRE FUND
WELLS FARGO CCER	INDOFF INCORPORATEDOffice supplies	08/21/2017	46.69	LIBRARY FUND
WELLS FARGO CCER	WAL-MART #1491Office supplies	08/22/2017	6.25	LIBRARY FUND
WELLS FARGO CCER	THEISENS #21Motor Oil and Grease	08/03/2017	124.54	PARK & RECREATI
WELLS FARGO CCER	CNM OUTDOOR EQUIPMENTchain saw bar	08/08/2017	32.95	PARK & RECREATI
WELLS FARGO CCER	UNCOMMON GROUNDSAdvertising Lunch Me	08/11/2017	6.15	PARK & RECREATI
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATIONILA Conference	08/15/2017	186.00	LIBRARY FUND
WELLS FARGO CCER	SQ CR SERVICESPaper Towels	08/16/2017	145.42	PARK & RECREATI
WELLS FARGO CCER	PARTY CITYZone supplies	08/17/2017	21.09	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Senior supplies	08/18/2017	7.97	PARK & RECREATI
WELLS FARGO CCER	FAREWAY STORES #657Softball Concessions	08/21/2017	5.98	PARK & RECREATI
WELLS FARGO CCER	OREILLY AUTO #0337Oil, Oil filters, fuel filters	08/23/2017	1,248.38	FIRE FUND
WELLS FARGO CCER	URBAN-OUTFITTERS-DIR #219Friends of the	08/23/2017	831.00	LIBRARY SPECIAL
WELLS FARGO CCER	HIBBETT SPORTS #13952 youth footballs	08/24/2017	53.50	PARK & RECREATI
WELLS FARGO CCER	HARDEES #1503753Food	08/28/2017	6.29	POLICE FUND
WELLS FARGO CCER	USPS PO 1843650625Book of stamps - final e	08/28/2017	49.00	POOL (MEMORIAL)
WELLS FARGO CCER	SQ CR SERVICESTP	08/30/2017	67.11	PARK & RECREATI
WELLS FARGO CCER	DEMCO INCFriends	08/23/2017	1,146.00	LIBRARY SPECIAL
WELLS FARGO CCER	FOLD A GOAL90 degree corner marker and 30	08/24/2017	126.87	PARK & RECREATI
WELLS FARGO CCER	THEISENS #21Hyd. Fluid	08/25/2017	16.19	PARK & RECREATI
WELLS FARGO CCER	OFFICE DEPOT #2335Office supplies	08/28/2017	14.49	LIBRARY FUND
WELLS FARGO CCER	INTERSTATE ALL BATTERYRadio batteries an	08/30/2017	341.60	FIRE FUND
WELLS FARGO CCER	CNM OUTDOOR EQUIPMENTString Trimmer L	08/03/2017	10.74	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Balloon Camp Sup	08/07/2017	18.58	PARK & RECREATI
WELLS FARGO CCER	WESTSIDE MUFFLER & REPAITire repair, left	08/10/2017	16.19	SEWER FUND
WELLS FARGO CCER	SGAMMO LLC3x1000 9mm Speer Gold Dot am	08/15/2017	1,420.00	POLICE FUND
WELLS FARGO CCER	AWWA.ORGWWA Membership	08/16/2017	90.00	SEWER FUND
WELLS FARGO CCER	USPS PO 1843650625Shipping - Pool AED rep	08/17/2017	22.42	POOL (MEMORIAL)
WELLS FARGO CCER	AMAZON MKTPLACE PMTSSolar Eclipse prog	08/18/2017	17.98	LIBRARY FUND
WELLS FARGO CCER	VINYLSUPPLY.COMOffice supplies	08/21/2017	32.74	LIBRARY FUND
WELLS FARGO CCER	QUILL CORPORATIONblue file expanding fold	08/23/2017	128.97	POLICE FUND
WELLS FARGO CCER	NFPA NATL FIRE PROTECTNFPA 2017 Educ	08/24/2017	399.95	FIRE FUND
WELLS FARGO CCER	WEF MAINWater Environment Federation Mem	08/02/2017	95.00	SEWER FUND
WELLS FARGO CCER	NAPA PARTS 0000514Retaining spring for 339	08/07/2017	101.44	FIRE FUND
WELLS FARGO CCER	AMAZON MKTPLACE PMTSEarpieces for new	08/09/2017	130.45	POLICE FUND
WELLS FARGO CCER	MENARDS DES MOINES IARound-up weed sp	08/14/2017	13.61	LIBRARY FUND
WELLS FARGO CCER	USCC IVRCCell phone charges	08/16/2017	45.05	GENERAL FUND
WELLS FARGO CCER	SP DANISH DESIGN STOFriends	08/17/2017	1,420.50	LIBRARY SPECIAL
WELLS FARGO CCER	AED SUPERSTOREaed pads	08/18/2017	338.00	POLICE FUND
WELLS FARGO CCER	DOWNEY TIRESTire repair #245	08/21/2017	25.69	AMBULANCE FUN
WELLS FARGO CCER	WAL-MART #1491Misc cleaning supplies	08/22/2017	30.82	SEWER FUND
WELLS FARGO CCER	OREILLY AUTO #0337belt reach out mower	08/23/2017	12.86	PARK & RECREATI
WELLS FARGO CCER	ADOBE CREATIVE CLOUDAdobe Monthly Su	08/01/2017	49.99	PARK & RECREATI
WELLS FARGO CCER	OREILLY AUTO #0337supplies	08/04/2017	26.71	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Batteries, garbage	08/08/2017	77.24	PARK & RECREATI
WELLS FARGO CCER	NAPA PARTS 0000514Antifreeze for vehicles	08/11/2017	65.96	SEWER FUND
WELLS FARGO CCER	SHOTTENKIRK FORDOil change	08/16/2017	46.10	GENERAL FUND
WELLS FARGO CCER	AMAZON.COM1 Book	08/17/2017	24.99	LIBRARY FUND
WELLS FARGO CCER	DEEP SURPLUSWall Mount Boxes	08/17/2017	58.17	GENERAL FUND
WELLS FARGO CCER	WM SUPERCENTER #149112 Bath Towels @	08/21/2017	95.64	FIRE FUND
WELLS FARGO CCER	THEISENS #21Light bulbs	08/22/2017	24.17	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	HY VEE 1271Rural Gateways grant expense	08/23/2017	13.17	LIBRARY SPECIAL
WELLS FARGO CCER	PAYPAL GOSUNDIRECTMini recorders-officer	08/01/2017	110.34	POLICE FUND
WELLS FARGO CCER	MCCOY TRUE VALUCESS clamp	08/03/2017	10.76	PARK & RECREATI
WELLS FARGO CCER	NATIONAL PELRALabor Relations Training	08/08/2017	299.00	GENERAL FUND
WELLS FARGO CCER	IOWA STATE FAIR ETIXSenior State Fair Trip t	08/11/2017	104.00	PARK & RECREATI
WELLS FARGO CCER	CNM OUTDOOR EQUIPMENTChainsaw Bar O	08/15/2017	15.95	PARK & RECREATI
WELLS FARGO CCER	NOBBIES - CLIVESenior potluck supplies	08/16/2017	12.64	PARK & RECREATI
WELLS FARGO CCER	WORTHINGTON DIRECT INCFriends of the Li	08/17/2017	833.29	LIBRARY SPECIAL
WELLS FARGO CCER	NAPA PARTS 0000514Battery and replacemen	08/18/2017	70.67	AMBULANCE FUN
WELLS FARGO CCER	IAMU - 937457OSHA Training	08/21/2017	160.00	GENERAL FUND
WELLS FARGO CCER	WAL-MART #1491Solar Eclipse program	08/22/2017	8.30	LIBRARY FUND
WELLS FARGO CCER	WENDYS #0039Food	08/24/2017	4.72	POLICE FUND
WELLS FARGO CCER	LOVES COUNTRY 00003616Gas	08/24/2017	16.77	POLICE FUND
WELLS FARGO CCER	RADISSON HOTEL AND CONFERHotel	08/28/2017	307.05	POLICE FUND
WELLS FARGO CCER	KWIK TRIP 45700004572Gas	08/28/2017	16.10	POLICE FUND
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	08/31/2017	407.10	AMBULANCE FUN
WELLS FARGO CCER	GRAPHIC CONTROLS/VEREMS Supplies See	08/24/2017	551.04	AMBULANCE FUN
WELLS FARGO CCER	THORNBERRY CREEK RESTAURAFood	08/25/2017	17.08	POLICE FUND
WELLS FARGO CCER	OREILLY AUTO #0337Return and adjustment f	08/28/2017	48.00	AMBULANCE FUN
WELLS FARGO CCER	INDOFF INCORPORATEDSupplies	08/30/2017	26.12	GENERAL FUND
WELLS FARGO CCER	OREILLY AUTO #0337Hyd. line and clamp	08/31/2017	56.20	PARK & RECREATI
WELLS FARGO CCER	BETTER CONTHalloween give away bags	08/25/2017	39.34	POLICE FUND
WELLS FARGO CCER	OREILLY AUTO #0337DEF coupler for DEF pu	08/28/2017	91.99	AMBULANCE FUN
WELLS FARGO CCER	INDOFF INCORPORATEDSupplies	08/30/2017	78.38	GENERAL FUND
WELLS FARGO CCER	MCCOY TRUE VALUETape measure	08/31/2017	8.09	SEWER FUND
WELLS FARGO CCER	GRAPHIC CONTROLS/VERShipping See Invoi	08/24/2017	17.11	AMBULANCE FUN
WELLS FARGO CCER	PRIME QUARTER STEAK HOUSEFood	08/25/2017	30.15	POLICE FUND
WELLS FARGO CCER	NAPA PARTS 0000514Battery charger, silicone	08/28/2017	68.33	AMBULANCE FUN
WELLS FARGO CCER	CELLULAR ONLY INDIANOLAmifi replacement	08/30/2017	39.98	POLICE FUND
WELLS FARGO CCER	INDOFF INCORPORATEDPrinter toner	08/31/2017	106.43	GENERAL FUND
WELLS FARGO CCER	THEISENS #21water wand for square	08/23/2017	19.99	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Coaches meeting folders	08/24/2017	1.80	PARK & RECREATI
WELLS FARGO CCER	BP#9778713KARDES 151Gas	08/28/2017	19.45	POLICE FUND
WELLS FARGO CCER	MOOD PANDORAMonthly Hold Music	08/28/2017	26.95	GENERAL FUND
WELLS FARGO CCER	SOUTHEASTERN EMERGENCY EQEMS Sup	08/31/2017	77.82	AMBULANCE FUN
WELLS FARGO CCER	SCHEELS DES MOINES17 youth footballs	08/24/2017	349.70	PARK & RECREATI
WELLS FARGO CCER	MERCY MEDICAL 00015776Purchase Fentanyl	08/25/2017	133.92	AMBULANCE FUN
WELLS FARGO CCER	WALMART.COM12 youth footballs	08/28/2017	108.01	PARK & RECREATI
WELLS FARGO CCER	SQ CR SERVICESTP	08/30/2017	67.11	PARK & RECREATI
WELLS FARGO CCER	BSN SPORT SUPPLY GROUP250 youth mout	08/24/2017	86.96	PARK & RECREATI
WELLS FARGO CCER	WAL-MART #1491Tablecloths for dance. Repl	08/25/2017	23.44	PARK & RECREATI
WELLS FARGO CCER	WM SUPERCENTER #1491Cleaning supply	08/28/2017	4.98	LIBRARY FUND
WELLS FARGO CCER	VAN WALL EQUIPMENTO-rings for water hydr	08/30/2017	10.12	SEWER FUND
WELLS FARGO CCER	DEMCO INCcovering supplies	08/23/2017	33.44	LIBRARY FUND
WELLS FARGO CCER	IOWA LIBRARY ASSOCIATIONILA Conference	08/24/2017	186.00	LIBRARY FUND
WELLS FARGO CCER	WAL-MART #14911 youth football	08/25/2017	9.97	PARK & RECREATI
WELLS FARGO CCER	ALERT ALL CORPFire Safety Helmets	08/28/2017	254.00	FIRE FUND
WELLS FARGO CCER	LA POLICE GEARBianchi 7922 Triple threat II	08/30/2017	263.89	POLICE FUND

Total WELLS FARGO CCER:

21,786.46

WEST SAFETY SERVICES INC

WEST SAFETY SERVICES INC	MONTHLY 911 ACCESS	09/04/2017	100.00	GENERAL FUND
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Total WEST SAFETY SERVICES INC:

100.00

WOOSLEY LANDSCAPING & MOWING

WOOSLEY LANDSCAPING & M	MOWING - LIFTS	09/01/2017	160.00	SEWER FUND
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Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WOOSLEY LANDSCAPING & M	MOWING - PLANT	09/01/2017	600.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING:			760.00	
Grand Totals:			623,697.12	

City Council: _____

City Council Regular

6.A.

Meeting Date: 10/02/2017

Subject

Greater Des Moines Convention Report - John Parker

Information

Fiscal Impact

Attachments

No file(s) attached.

City Council Regular

8.A.1.

Meeting Date: 10/02/2017

Subject

2017 Drainage Repair Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 10/02/2017

Subject

Resolution approving the contract and bond with Vanderpool Construction in an amount of \$118,399.00

Information

At the September 18th meeting, council approved awarding the contract to Vanderpool Construction. The Council now needs to adopt the resolution approving the contract and bond (packet) to Vanderpool Construction in an amount of \$118,399.00.

Roll call is in order.

FYI - The work includes all materials, equipment, transportation and labor necessary to complete the improvements as follows: The work includes work in two locations in the City of Indianola. The first includes approximately 350 linear feet of RCP storm sewer, intake replacement, PCC patching, surface restoration, and miscellaneous associated work. The second location includes the replacement of a CMP culvert, granular surfacing, surface restoration, and miscellaneous associated work.

Fiscal Impact

Attachments

Resolution

Contract and Bond

RESOLUTION NO. 2017-_____
RESOLUTION APPROVING CONSTRUCTION CONTRACTS AND BONDS

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

Section 1. The construction contract and bond executed by Vanderpool Construction dated the 2nd day of October, 2017, for the 2017 Drainage Repair Project for the City of Indianola, Iowa, described in the Plans and Specifications previously adopted by the City Council, and which have been signed by the Mayor and City Clerk on behalf of the City Council be approved.

PASSED AND APPROVED this 2nd day of October, 2017.

KELLY B. SHAW, Mayor

ATTEST:

DIANA BOWLIN, City Clerk

CONTRACT NO. 117.0039.01

DATE October 2, 2017

CONTRACT

THIS CONTRACT, made and entered into at Indianola, Iowa this 2nd day of October, 2017, by and between the City of Indianola by its Mayor, upon order of its City Council hereinafter called the "Jurisdiction," and Vanderpool Construction, Inc., hereinafter called the "Contractor."

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the below referenced improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the City Administrator. This contract includes all contract documents. The work under this contract shall be constructed in accordance with the SUDAS Standard Specifications, 2017 Edition, and as further modified by the supplemental specifications and special provisions included in said contract documents, and the Contract Attachment - Item 1: General, which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law, for the time required in said contract documents, after its acceptance by the Jurisdiction.

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment - Item 2: Bid Items, Quantities, and Prices, which were proposed by the Contractor in its proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following described improvements:

2017 DRAINAGE REPAIRS PROJECT

The work includes all materials, equipment, transportation and labor necessary to complete the improvements as follows: The work includes work in two locations in the City of Indianola. The first includes approximately 350 linear feet of RCP storm sewer, intake replacement, PCC patching, surface restoration, and miscellaneous associated work. The second location includes the replacement of a CMP culvert, granular surfacing, surface restoration, and miscellaneous associated work.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED NINETY-NINE AND NO/100 dollars (\$118,399.00) which amount shall constitute the required amount of the performance, maintenance, and payment bond. The Contractor hereby agrees to commence work under this contract on or before a date to be specified in a written Notice to Proceed by the Jurisdiction and to fully complete the project by November 3, 2017 and to pay liquidated damages for noncompliance with said completion provisions at the rate of One Thousand dollars (\$1,000.00) for each calendar day thereafter that the work remains incomplete.

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION

By _____

(Seal)

ATTEST:

FORM APPROVED BY:

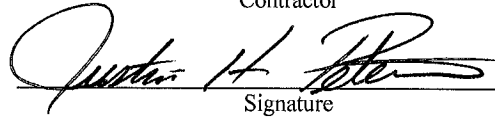
Attorney for Jurisdiction

CONTRACTOR

Vanderpool Construction, Inc.

Contractor

By


Signature

VP

Title

1100 N. 14th Street

Street Address

Indianola, Iowa 50125

City, State, Zip Code

515-961-4682

Telephone

CONTRACTOR PUBLIC REGISTRATION INFORMATION To Be Provided By:

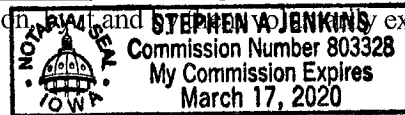
1. All Contractors: The Contractor shall enter its Public Registration Number C O 9 7 2 - 4 1 issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The contractor should contact 515-242-5871 for further information. Prior to contract execution, the City Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Iowa Code, or as amended, governing foreign corporations. For further information, contact the Iowa Secretary of State Office at 515-281-5204.

NOTE: All signatures on this contract must be original signatures in ink; copies, facsimile, or electronic signatures will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of Iowa)
) SS
Warren County)

On this 25 day of September, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Justin Petersen and _____, to me known, who, being by me duly sworn, did say that they are the Vice President, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of this Board of Directors; that Justin Petersen and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, and _____ executed.



Notary Public in and for the State of Iowa
My commission expires March 17, 2020

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this ____ day of _____, 20 __, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20____, before me a Notary Public in and for said county, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20____

CONTRACT ATTACHMENT: ITEM 2 - BID ITEMS AND QUANTITIES

This contract is awarded and executed for completion of the work specified in the contract documents for the bid prices tabulated below as proposed by the Contractor in its proposal submitted in accordance with notice to bidders and notice of public hearing. All quantities are subject to revision by the Jurisdiction. Quantity changes that amount to 20% or less of the amount bid shall not affect the unit bid price.

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
GENERAL PROVISIONS					
1.1	Mobilization	LS	1	\$ 8,900.00	\$ 8,900.00
1.2	Construction Survey	LS	1	1,800.00	1,800.00
EARTHWORK					
2.1	Excavation, Class 20, For Roadway Pipe Culvert	CY	150	\$ 26.00	\$ 3,900.00
2.2	Class D Revetment	TON	90	\$ 88.00	\$ 7,920.00
SEWERS AND DRAINS					
4.1	Storm Sewer, Trenched, RCP, 18"	LF	15	\$ 84.00	\$ 1,260.00
4.2	Storm Sewer, Trenched, RCP, 24"	LF	185	\$ 77.00	\$ 14,245.00
4.3	Storm Sewer, Trenched, RCP, 30"	LF	153	\$ 102.00	\$ 15,606.00
4.4	Pipe Culvert, Trenched, CMP, 36"	LF	48	\$ 197.00	\$ 9,456.00
4.5	Pipe Apron, CMP, 36	Each	1	\$ 1,530.00	\$ 1,530.00
4.6	Removal of Storm Sewer	LF	338	\$ 24.00	\$ 8,112.00
4.7	Removal of Existing Culvert	LF	40	\$ 76.00	\$ 3,040.00
STRUCTURES FOR SANITARY AND STORM					
6.1	Intake, Type SW-507	Each	1	\$ 5,400.00	\$ 5,400.00
6.2	Intake, Type SW-509	Each	1	\$ 6,000.00	\$ 6,000.00
6.3	Connect to Existing Intake	Each	3	\$ 1,900.00	\$ 5,700.00
6.4	Removal of Intake	Each	2	\$ 1,200.00	\$ 2,400.00
STREETS AND RELATED WORK					
7.1	Pavement, PCC, 8"	SY	60	\$ 90.00	\$ 5,400.00
7.2	Removal of Sidewalk	SY	20	\$ 6.00	\$ 120.00
7.3	Sidewalk, PCC, 4"	SY	20	\$ 34.00	\$ 680.00
7.4	Removal of Pavement	SY	60	\$ 38.00	\$ 2,280.00
7.5	Granular Surfacing on Road, Class A Crushed Stone	Ton	35	\$ 28.00	\$ 980.00
TRAFFIC CONTROL					
8.1	Traffic Control	LS	1	\$ 2,760.00	\$ 2,760.00

ITEM	DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	TOTAL PRICE
SITE WORK AND LANDSCAPING					
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	Acre	0.40	\$ 8,900.00	\$ 3,560.00
9.2	Clearing and Grubbing	LS	1	\$ 4,000.00	\$ 4,000.00
9.3	Filter Sock, 8"	LF	150	\$ 6.00	\$ 900.00
9.4	Filter Sock, Removal	LF	150	\$ 3.00	\$ 450.00
9.5	Fence Repair	LS	1	\$ 2,000.00	\$ 2,000.00

TOTAL CONSTRUCTION COST \$ 118,399.00

NOTE:

IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. QUANTITY CHANGES THAT AMOUNT TO TWENTY PERCENT OR LESS OF THE TOTAL BID SHALL NOT AFFECT THE UNIT BID PRICE.

PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS:

That we, Vanderpool Construction, Inc., as Principal (hereinafter the "Contractor" or "Principal" and **Merchants Bonding Company (Mutual)** _____, as Surety are held and firmly bound unto the City of Indianola, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED NINETY-NINE AND NO/100 dollars (\$118,399.00), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the 2nd day of October, 2017, hereinafter the "Contract") wherein said Contractor undertakes and agrees to construct the following described improvements:

2017 DRAINAGE REPAIRS PROJECT

The work includes all materials, equipment, transportation and labor necessary to complete the improvements as follows: The work includes work in two locations in the City of Indianola. The first includes approximately 350 linear feet of RCP storm sewer, intake replacement, PCC patching, surface restoration, and miscellaneous associated work. The second location includes the replacement of a CMP culvert, granular surfacing, surface restoration, and miscellaneous associated work.

And to faithfully perform all the terms and requirements of said contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents.

Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force but the penal sum for maintenance shall be reduced to the sum of ONE HUNDRED EIGHTEEN THOUSAND THREE HUNDRED NINETY-NINE AND NO/100 dollars (\$118,399.00), which is the cost associated with those items shown on the proposal and in the Contract that require a maintenance bond period in excess of one year.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

1. **PERFORMANCE:** The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements, and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.
2. **PAYMENT:** The Contractor and the Surety on this Bond hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on

machinery, equipment, and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573 of the Iowa Code, which by this reference is made a part hereof as though fully set out herein.

3. MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:
 - A. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the period of 4 year (s) from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;
 - B. To keep all work in continuous good repair; and
 - C. To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied, and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extend to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

4. GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:
 - A. To consent without notice to any extension of time to the Contractor in which to perform the Contract;
 - B. To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than 20% of the total contract price, and that this bond shall then be released as to such excess increase; and
 - C. To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

- D. That no provision of this Bond or of any other contract shall be valid that limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.
- E. That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits, and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself against any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated regarding this Bond, the parties agree that the venue thereof shall be Warren County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly, and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action or actions or not.

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Witness our hands, in triplicate, this 2nd day of October, 2017.

Surety Countersigned By:

not required

Signature of Agent

Printed Name of Agent

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

FORM APPROVED BY:

Attorney for Jurisdiction

PRINCIPAL:

Vanderpool Construction, Inc.

Contractor

By:



Signature

TREASURER

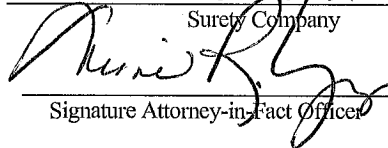
Title

SURETY:

Merchants Bonding Company (Mutual)

Surety Company

By:



Signature Attorney-in-Fact Officer

Dione R. Young, Attorney-in-Fact & Iowa Resident Agent

Printed Name of Attorney-in-Fact Officer

Holmes, Murphy and Associates, LLC

Company Name

P. O.Box 9207

Company Address

Des Moines, IA 50306-9207

City, State, Zip Code

(515) 223-6800

Company Telephone Number

NOTE: All signatures on this performance, payment & maintenance bond must be original signatures in ink; copies or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal.

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Anne Crowner; Brian M Deimerly; Cindy Bennett; Craig E Hansen; Dione R Young; Jay D Freiermuth; Jody Decker; Kathleen Brewer; Kevin J Knutson; Michelle R Gruis; Shirley S Bartenhagen; Stacy Venn; Tim McCulloh

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

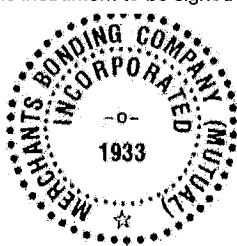
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of April, 2017.



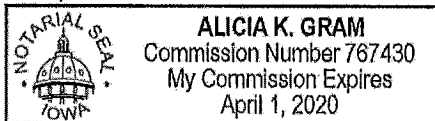
MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By

Larry Taylor
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this 5th day of April, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



Alicia K. Gram

Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 2nd day of October, 2017.



William Warner Jr.
Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/20/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Bearence Management Group 1045 76th Street, Suite 4000 West Des Moines IA 50266		CONTACT NAME: Dee Ann Swanson PHONE (A/C, No. Ext): (515) 327-8450 FAX (A/C, No): (515) 327-8457 E-MAIL ADDRESS: dswanson@bearence.com																						
INSURED Vanderpool Construction, Inc. 1100 N 14th St Indianola IA 50125		<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>United Fire & Casualty Group</td><td>13021</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	United Fire & Casualty Group	13021	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:**17-18**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			60489075	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 5,000
	☒ \$1000 Deductible						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☒ PRO-JECT ☒ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY			60489075	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☒ \$1,000 Comp. ☒ \$1,000 Coll.					Uninsured motorist combined \$ 500,000	
A	☒ UMBRELLA LIAB ☒ EXCESS LIAB			60489075	4/1/2017	4/1/2018	EACH OCCURRENCE \$ 5,000,000
	☐ OCCUR ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED ☒ RETENTION \$ 0						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			60489075	4/1/2017	4/1/2018	☒ WC STATUTORY LIMITS ☐ OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N		E.L. EACH ACCIDENT \$ 500,000				
If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				
A	Transit Coverage			60489075	4/1/2017	4/1/2018	Blanket Limit \$500,000
A	Equipment Coverage			60489075	4/1/2017	4/1/2018	Blanket(Incl'd Leased/Rented) \$5,844,650

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: Indianola Drainage Repairs

The City of Indianola and Snyder & Associates are included as additional insured on the above insureds per written contract.

CERTIFICATE HOLDER**CANCELLATION**

City of Indianola 110 N 1st St. Indianola, IA 50125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Craig Borwick/DEESWA <i>Craig Borwick</i>

City Council Regular

8.A.2.

Meeting Date: 10/02/2017

Subject

2017 Pickard Park Concession/Storage Building

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 10/02/2017

Subject

Resolution ordering construction of public improvements and fixing a date for hearing (October 16, 2017) and taking of bids (October 10, 2017)

Information

The RFP for this project was presented to Council at the September 18, 2017 meeting and it was the consensus to move forward with this project.

In your packet is the resolution that sets October 10, 2017 as the date to receive bids and October 16, 2017 as a public hearing for the 2017 Pickard Concession/Storage Building.

Work includes all labor, materials, and equipment necessary for the construction of a 40' x 60' metal building with wood frame construction, including electrical system, plumbing, sewer, limited interior framing, topsoil stripping and stockpiling, earthwork, compaction and testing, utility services, rerouting of an electrical line, subgrade preparation, PCC pavements, respread topsoil and finish grading as shown in the construction documents.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

The Meeting was called to order by Mayor Kelly B. Shaw, and on roll call the following City Council members were

Present:

Absent:

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS (Pickard Park Concession/Storage Building) AND FIXING A DATE FOR HEARING (October 16, 2017) AND TAKING OF BIDS (October 10, 2017)", and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES:

NAYS:

Whereupon, the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2017-_____
RESOLUTION ORDERING CONSTRUCTION OF
CERTAIN PUBLIC IMPROVEMENTS AND
FIXING A DATE FOR HEARING AND TAKING OF BIDS

WHEREAS, the City Council deems it advisable and necessary to make certain public improvements for the City of Indianola described in general as:

2017 Pickard Park Concession/Storage Building

and has caused to be prepared plans, specifications and form of contract together with an estimate of costs which are now on file in the office of the City Clerk and open to the public and the plans, specifications and form of contract are deemed suitable for the public improvements, and

WHEREAS, the plans, specifications and form of contract and estimate of cost may be adopted in a contract for the making of the public improvements, and it is necessary pursuant to Chapter 26, Code of Iowa, as amended, to hold a public hearing and to advertise for bids,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES:

Section 1. That the City Council determines that it is necessary and advisable to make certain public improvements described as:

2017 Pickard Park Concession/Storage Building

The construction to be included is as follows:

Work includes all labor, materials, and equipment necessary for the construction of a 40' x 60' metal building with wood frame construction, including electrical system, plumbing, sewer, limited interior framing, topsoil stripping and stockpiling, earthwork, compaction and testing, utility services, rerouting of an electrical line, subgrade preparation, PCC pavements, respreads topsoil and finish grading as shown in the construction documents.

and has caused to be prepared plans, specifications and form of contract together with an estimate of costs which are now on file in the office of the Clerk for public inspection. The plans, specifications and form of contract are deemed suitable for the public improvements.

Section 2. The amount of the bid security to accompany each bid for the supplying of the public materials, supplies and equipment shall be in the amount of 5 percent of the bid price consisting of a check drawn on and certified by an Iowa bank or a bank chartered under the laws of the United States, a cashier's check drawn on an Iowa bank or a bank chartered under the laws of the United States, a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States or a bid bond authorized and executed by a corporation authorized to contract as a surety in the State of Iowa pursuant to the provisions of Section 26.8 of the Code of Iowa.

Section 3. A public hearing on the plans, specifications, form of contract and estimated costs of the public improvements will be held in the City Council Chambers in the Indianola Municipal Building, 110 North 1st Street, Indianola, Iowa, at 7:00 p.m. on October 16, 2017, at which time and place the City Council will consider the adoption of the plans, specifications, form of contract and estimate of costs and will consider any objections offered for the construction of the contemplated public improvements.

Section 4. In accordance with previous direction by the City Council and the notice to bidders posted

in accordance with Iowa Code Section 26.3, sealed proposals will be received by the City Council at the Municipal Building, Indianola, Iowa, until 2:00 p.m. on October 10, 2017. Diana Bowlin, City Clerk, is hereby authorized and directed at 2:00 p.m. on that date to open and tabulate the results of all sealed bids received. The bids will be acted upon by the City Council at its regular meeting to be held in the council chambers of the Indianola Municipal Building, Indianola, Iowa, at 7:00 p.m. on October 16, 2017, or at such later time and place as may then be fixed.

Section 5. BE IT FURTHER RESOLVED, that the City Council acknowledges that the City Clerk of the City of Indianola has posted a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City of Indianola or a statewide association that represents the City of Indianola. Posting was not less than thirteen clear days nor more than forty-five days prior to October 10, 2017, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M., on such date.

Section 6. BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in the "Indianola Record Herald and Tribune", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 7:00 P.M. on October 16, 2017.

PASSED AND APPROVED this 2nd day of October, 2017.

KELLY B. SHAW, MAYOR

ATTEST:

DIANA BOWLIN, CITY CLERK

Meeting Date: 10/02/2017

Subject

Final consideration of an ordinance amending the city's recycling rates

Information

Council will need to hold the final consideration to amend the recycling rates. At the August 7, 2017 council meeting, staff recommended a 10 cent/month increase in the recycling fees for 2018 and 2019 (\$3.25/month to \$3.35 effective January 1, 2018) and \$3.35/month to \$3.45/month effective January 1, 2019.

With the new contract (packet) that was approved on August 15, 2016, Waste Management fees will increase from \$2.94/month to \$3.01 effective January 1, 2018 and from \$3.01/month to \$3.09 effective January 1, 2019. The rate increase is required to increase revenues to match the increase in expenses from the new contracted rates with Waste Management (see attached work sheet).

FYI - The recycling fee is for residential (single and multi-family dwellings) only. Commercial is not included because for the wide range of material (type and amount) that is recycled. Some businesses do recycle through a separate contract negotiated separately.

Roll call is in order.

Fiscal Impact

Attachments

Recycling Contract
Ordinance Recycling
Recycling Worksheet

CITY OF INDIANOLA, IOWA
CONTRACT FOR RESIDENTIAL RECYCLING COLLECTION

THIS CONTRACT, made by and between the City of Indianola, hereinafter referred to as CITY and Waste Management of Iowa, Inc., hereinafter referred to as CONTRACTOR, entered into this 15th day of August, 2016.

In consideration of the mutual promises and covenants contained herein, the CITY and CONTRACTOR hereby agree as follows:

DEFINITIONS

1. **APPLIANCES:** Includes, but is not limited to, refrigerators, freezers, kitchen ranges, air conditioning units, dehumidifiers, water heaters, furnaces, thermostats, clothes washers, clothes dryers, dishwashers, microwave ovens and commercial coolers.
2. **BAGS:** Plastic sacks designed for Refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 30 gallons and a loaded weight not to exceed forty (40) pounds.
3. **BULKY WASTE:** A piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Containers. Shall include, furniture, bicycles, windows, doors, and many items that can be safely handled by one (1) person and a loaded weight not to exceed forty (40) pounds. Bulk items would not include any waste generated by a household, business, or any other business (including hobbies, auctions, rummage sales, etc.), construction or demolition debris, concrete, brick, asphalt, roofing, cars, motorcycles, boats or parts of vehicles.
4. **CITY:** Refers to the City of Indianola, Iowa. Will also refer to the appropriate employee or officer of the municipality authorized to act as its agent in handling the pertinent matters of this CONTRACT.
5. **COMMERCIAL:** All establishments where retail, wholesale, service or manufacturing business is conducted, and all apartments, houses, schools, churches, fraternal bodies and other establishments not defined as "residential units".
6. **CONSTRUCTION DEBRIS:** Waste building materials resulting from construction, remodeling, repair, or demolition operations.
7. **CONTAINERS:** Wheeled Cart. A receptacle made of plastic, metal, or fiberglass with a capacity of ninety-six (96) gallons or forty-eight (48) gallons.
8. **CONTRACTOR:** The individual, firm, partnership, joint venture, corporation, or association performing refuse or recycling collection and disposal under contract with the CITY.
9. **CURBSIDE:** Refers to the portion of the right-of-way adjacent to paved or traveled roadways.

10. **GARBAGE:** Animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and including food containers.
11. **HAZARDOUS WASTE:** Waste designated as hazardous by the United States Environmental Protection Agency or appropriate state agency.
12. **NON-RESIDENTIAL BULK SOLID WASTE:** Bulk solid waste that includes or contains the following materials: Solid waste generated outside the CITY Limits, solid waste generated by other than residential customers, solid waste generated by businesses, schools or commercial entities, solid waste generated by agricultural activities on farms and properties zoned for agricultural use, solid waste containing asbestos, appliances, tires, lead acid batteries, liquid waste or waste containing free liquids, soils contaminated with petroleum products, solid waste containing construction or demolition debris.
13. **PERFORMANCE BOND:** A corporate surety bond that guarantees compensation to the CITY in the event that it must assume the obligations and/or duties of the CONTRACTOR in order to continue the service as may be specified in the agreement.
14. **RECYCLABLE MATERIAL:** Newsprint; corrugated cardboard; high-grade paper; clear, green or brown glass; aluminum; steel; bimetal and tin cans, and #1 - #7 plastic.
15. **REFUSE:** Discarded waste material in a solid or semi-liquid state, consisting of Garbage, Rubbish, or a combination thereof.
16. **RESIDENTIAL SOLID WASTE:** All solid and semisolid animal and vegetable waste resulting from the handling, preparing, cooking, storing, serving, and consuming of food material intended for use as food. All offal excluding useful industrial by-products, and all litter, rubbish, and waste materials or debris, resulting from a residential source, which is acceptable at a licensed landfill/disposal facility or other hazardous designated disposal site, that has been approved by the CITY, and excluding Hazardous Waste, Bulky Waste, Yard Waste, and Construction Debris. As defined herein, Residential Solid Waste shall include Recyclable Waste that has not been separated and placed in a specially designated container by the resident.
17. **RESIDENTIAL UNIT:** Single family units, zoned residential and multi-family buildings that have individual collection for each unit, or which are billed separately for water or gas service, zoned residential. Residential Unit shall specifically not include commercial or industrial establishments.
18. **RUBBISH:** Non-putrescible solid waste consisting of combustible and noncombustible materials, excluding yard and garden wastes.

SCOPE OF CONTRACT

This CONTRACT shall become effective and the CONTRACTOR shall begin the service of Residential Recycling collection, as set out by this agreement as of January 1, 2017.

The initial term of the CONTRACT shall be for three (3) years, commencing on January 1, 2017 and terminating December 31, 2019. At the end of this period, the CONTRACT may be extended for an additional three (3) year period, by mutual agreement signed by both parties, at least ninety (90) days prior to the expiration of the then current term.

CONTRACTOR agrees with the CITY that CONTRACTOR shall, during the term of this CONTRACT, collect and remove of all Residential Recycling material located with the area as defined in the SERVICE, OPERATIONS, AND PERFORMANCE section. The CONTRACTOR shall furnish all personnel, labor, equipment, trucks and all other items necessary to provide for the collection, and removal as provided herein. The CITY will be responsible for the billing of the residents as set forth below.

SERVICE, OPERATIONS, AND PERFORMANCE

RECYCLING COLLECTION: All RECYCLABLE MATERIALS shall be picked up CURBSIDE once every other week. It is the responsibility of the residents to see that the recycling container is placed at the curbside in front of the residence, by 7:00 a.m. on the designated collection day.

Each residence will be allowed to set out for collection one (1) ninety six (96) gallon Cart or one (1) forty eight (48) gallon if requested by Resident. The CONTRACTOR will be responsible for the cost of the Carts provided to all residents. Initial delivery of Carts shall be the responsibility of CONTRACTOR.

CONTAINERS: The CONTRACTOR will provide each residential household with one (1) 96 or one (1) 48 gallon wheeled Cart to be used for Residential Recycling collection. The CONTRACTOR will also provide an appropriate number of 96 gallon wheeled Carts to all participating multi-family dwellings as specified by the CITY. The CONTRACTOR will retain ownership of the Carts supplied and provide maintenance/replacement as necessary through normal usage. The CITY will supply the CONTRACTOR a listing of all residential addresses and a joint effort between the CITY and CONTRACTOR will determine the respective container size for each residence.

REJECTION OF RECYCLABLES: The CONTRACTOR may decline to collect any container or bag not reasonably placed by the curbside or alley; any additional recyclable materials not properly contained. Where the CONTRACTOR has reason to leave such items at a residence, he or his agent shall mark the container as to why the particular waste was not collected (the CITY and CONTRACTOR may alter the standards for these decisions by mutual agreement).

COLLECTION DAYS/TIMES/ROUTES: The CONTRACTOR shall indicate on what day of the week the collection will take place. If the CONTRACTOR later desires to change the date of collection he must first give the CITY and each resident thirty (30) days' notice.

FEES: The CONTRACTOR agrees to assume all landfill, tipping, dumping, licenses, and all other applicable fees, and any cost assessed or caused to be assessed by any Governmental authority, in connection with its collection and removal of Residential Recyclable materials and agrees to pay said fees and costs, including any increases thereof, in a timely manner as required by the landfill authority or regulatory agency, and to hold the CITY harmless from any liability therefore.

NOTIFICATION OF RESIDENTS: The CONTRACTOR will contact all CITY residents to provide necessary initial education of the contracted program. The CITY shall inform all residents as to any changes in rates, regulations, and day(s) for scheduled refuse collection after initial implementation of program defined within this CONTRACT.

OFFICE HOURS: CONTRACTOR shall maintain an office with continuous supervision for accepting complaints and calls during the hours of 8:00am - 5:00pm, Monday through Friday.

LEVEL OF SERVICE SELECTION: Change in service level will be allowed one (1) time annually for each owner-occupied residence, based on the initial implementation date of the service, OR at any time of change of occupancy: i.e., new owners or renters.

INDEMNITY: The CONTRACTOR will indemnify and save harmless the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorney's fees, and any other costs of defense resulting from a willful or negligent act or omission of the CONTRACTOR, its officers agents, servants, and employees in the performance of this CONTRACT; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceedings, claims, demands, costs, expenses, and attorney's fees arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants, and employees.

DISCRIMINATION: Neither the CONTRACTOR nor any SUBCONTRACTOR or person(s) acting on their behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin, veteran status, or disability.

INSURANCE: The CONTRACTOR shall maintain in full force and effect throughout the term of this CONTRACT and throughout any extension or renewal thereof the following types of insurance in at least the limits specified below:

Workers' Compensation	Statutory
General Liability:	
Bodily Injury	\$5,000,000 each occurrence \$6,000,000 aggregate
Property Damage	\$5,000,000 each occurrence \$6,000,000 aggregate
Automobile Liability:	
Bodily Injury	\$10,000,000 combined
Property Damage	\$10,000,000 each occurrence
Excess Umbrella Coverage	\$10,000,000 each occurrence

Prior to the commencement of work, the CONTRACTOR shall furnish the CITY with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be canceled or permitted to expire.

PERFORMANCE BOND

Before this CONTRACT can be executed, the CONTRACTOR shall furnish a corporate surety bond as security for the performance of the CONTRACT. Said bond must be in the amount of One Million Dollars (\$1,000,000).

The surety of the bond shall be a duly authorized corporate surety company authorized to do business in the State of Iowa. Attorneys-in-fact who sign Performance Bonds must file with each bond an effectively dated copy of their power of attorney, bearing the seal of the company evidencing such agent's authority to execute the bond. In case of extension or termination of this CONTRACT, the CONTRACTOR shall furnish a Performance Bond in the same amount and under the same terms as for the initial Bond. The original Surety, however, is in no way obligated to extend or renew the bond.

This CONTRACT shall be subject to termination by the CITY at any time if said bond is canceled or the surety thereon relieved from liability for any reason. Notice of cancellation of the bond must be served upon the CITY at least sixty (60) days prior to the effective date of said cancellation. The CONTRACT will not be terminated if within thirty (30) days of such notice, the CONTRACTOR files with the CITY a similar bond to be effective for the balance of the CONTRACT period.

PERMITS, LICENSES, and TAXES: The CONTRACTOR shall obtain and assume the cost of all licenses and permits and promptly pay all taxes required by the CITY or law.

BASIS AND METHOD OF PAYMENT: In consideration of CONTRACTOR'S services to the CITY, in the collection of Residential Recycling, the CITY shall pay the CONTRACTOR a monthly fee with the first such monthly period commencing January 1, 2017.

The number of qualified households and size of containers shall be determined in a joint effort between the CITY and the CONTRACTOR through the CONTRACTOR's information and the CITY's list of the total number of residential user billings/counts. The number of determined households shall be reviewed monthly and adjustments for Residential Recycling collection charges by the CONTRACTOR will be adjusted monthly accordingly. The current number of qualified households is 5,800 Residential Units.

The CITY shall remit payment within twenty (20) days following the end of each monthly period. The CONTRACTOR will provide service to any territory annexed by the CITY, or additional growth of residential units. The aforementioned formula for compensation due the CONTRACTOR will of course provide for greater compensation due the CONTRACTOR for servicing more residential units. The CONTRACTOR and the CITY agree that they will work together at all times to develop an accurate list of the customers.

BILLING AND PAYMENT: The CITY shall submit statements and collect charges from all residential units for Service provided by the CONTRACTOR, for the collection of RESIDENTIAL RECYCLING, under the terms of this CONTRACT.

The CONTRACTOR shall be entitled to payment for services rendered irrespective of whether or not the CITY collects from customers for such service.

COST OF SERVICE: The rates submitted by the CONTRACTOR and approved and accepted by the CITY are as follows:

Recyclables – 48 gallon covered wheeled cart

<u>Company</u>	<u>Current Rate</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Waste Management* Des Moines, Iowa	\$2.94/month	\$2.65/month-no fee replacement for containers	\$2.72/month-no fee replacement for containers	\$2.79/month-no fee replacement for containers

Recyclables – 96 gallon covered wheeled cart

<u>Company</u>	<u>Current Rate</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Waste Management* Des Moines, Iowa	\$2.94/month	\$2.94/month-no fee replacement for containers	\$3.01/month-no fee replacement for containers	\$3.09/month-no fee replacement for containers

SERVICE TO ELDERLY/DISABLED: The CONTRACTOR understands that some of the Residential units to be served under this CONTRACT are occupied by elderly residents and/or disabled residents who have difficulty hauling their Residential Recycling to the curbside, as provided herein. The CONTRACTOR agrees to collect Residential Recycling from an area directly adjacent the residents dwelling, if mutually decided by the CITY and the CONTRACTOR, that the resident is handicapped or physically unable to place their weekly waste curbside. Residential Recycling collected "house side" must be placed in the supplied Cart.

AREA TO BE SERVED: The CONTRACTOR shall provide collection of Residential Recycling to determined Residential households within the CITY limits of the CITY of Indianola.

HOLIDAYS: The following holidays (or legally observed days) will be observed as non-collection days by the CONTRACTOR.

New Year's Day	Independence Day	Thanksgiving Day
Memorial Day	Labor Day	Christmas Day

The suspension of collection service on any holiday in no way relieves the CONTRACTOR of its obligation to provide collection service at least once a week. Normally the collection will be planned to be one day after, or, one day before the normal collection day.

COMPLIANCE WITH APPLICABLE LAWS: The parties to this CONTRACT agree that the laws of the State of Iowa shall govern the validity, construction, interpretation, and effect of this

CONTRACT. The CONTRACTOR shall conduct the service of collecting Residential Recycling as provided for by this CONTRACT in compliance with all applicable federal, state, and local rules, regulations, and laws. This CONTRACT and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

BANKRUPTCY: "Insolvent" for the purposes of this clause shall mean a party's inability to pay its debts as they mature.

A party's insolvency, or voluntary or involuntary bankruptcy, shall not constitute prospective unwillingness and/or inability to perform nor a repudiation of this agreement unless the party fails to give a timely and adequate assurance of its ability to perform. Until such assurances are received, the demanding party may suspend, if commercially reasonable, any performance due upon its part unless already paid for. If a party is unable to give adequate assurance, the other party may terminate the CONTRACT with seven (7) days written notice. Assumption of this

CONTRACT by a bankrupt debtor's trustee shall initially give rise only to a reasonable sense of insecurity and shall not operate as an automatic repudiation, prospective unwillingness to perform, or a breach of the CONTRACT where the CONTRACTOR is in the process of voluntary or involuntary bankruptcy.

The CITY shall not be bound to the CONTRACT by an insolvent CONTRACTOR'S trustee or receiver.

In the event of the CONTRACTOR'S bankruptcy the CITY will have the same remedies as provided for BREACH of CONTRACT.

BREACH OF CONTRACT: If the CONTRACTOR fails to perform, or to perform in a satisfactory manner, or to perform in accordance with applicable ordinances, the CITY shall have the right to demand in writing, adequate assurance from the CONTRACTOR that steps have been or are being taken to rectify the situation. The CONTRACTOR must within three (3) days of receipt of such demand, return to the CITY Clerk, a written statement that explains reasons for nonperformance or delayed, partial or substandard performance during that period and any continuation thereof. The CONTRACTOR also has the option to appear with an explanation before the CITY Council. Upon receipt of the CONTRACTOR'S statement or the failure of the CONTRACTOR to submit one, the CITY may, with a majority vote of the Council, CONTRACT with another CONTRACTOR and make demands under the terms of the Performance Bond. The CITY may then, proceed to recover the CITY'S damages, including but not limited to, the costs of replacement services, the cost of any CITY council meetings, extra employment, incidental damages, attorney fees and court costs.

FORCE MAJEURE: Neither the CONTRACTOR nor the CITY shall be liable for the failure to perform their duties nor for any resultant damage, loss, etc. if such failure is caused by catastrophe, riot, war, governmental order, or regulation, fire, accident, act of God or other similar or different contingency beyond the reasonable control of the CONTRACTOR or CITY. In the case of a severe snowstorm, the CONTRACTOR has the right to delay the collection by one day (more if condition warrants with CITY approval). Notification shall be made to the CITY as soon as possible if such an option is taken.

If such circumstances persist for more than seven (7) days or if after their cessation the CONTRACTOR is unable to render full or substantial performance for a period of seven (7) days, he may terminate this CONTRACT upon written notice given in seven (7) days in advance to the CITY.

ASSIGNMENT OF CONTRACT: No assignment of this CONTRACT or any right accruing under this CONTRACT shall be made in whole or in part by the CONTRACTOR without the express written consent of the CITY, which consent shall not be unreasonably withheld. The delegation of any CONTRACT duties will require the written consent of the Surety and such delegation will not relieve the CONTRACTOR or his Surety of any liability and/or obligation to perform. In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the CONTRACTOR'S liability.

CHANGE OF OWNERSHIP: In the event that the CONTRACTOR'S business assets are sold, the CITY maintains the right to hold the original owner solely liable. If, however, the CITY

determines that the new ownership can adequately and faithfully render the services called for in the CONTRACT for the remaining term of the CONTRACT, then the CITY may elect to execute a novation allowing the new ownership to assume the rights and duties of this CONTRACT and releasing the previous ownership of this CONTRACT and all obligation and liability.

WAIVERS: A waiver by either party of any breach of any provisions hereof shall not be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provisions itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of defective performance.

Where the condition to be waived is a material part of the CONTRACT such that its waiver is a material part of the parties, the waiver must be supported by consideration and take the form of a CONTRACT modification as provided for elsewhere in this section.

ILLEGAL AND INVALID PROVISIONS: Should any term, provision or other part of this CONTRACT be declared illegal, it shall be excised and/or modified to conform to the appropriate laws or regulations. Should any term, provision or other part of this CONTRACT be held to be inoperative, invalid, or unenforceable, then such provision or portion thereof shall be formed in accordance with applicable laws or regulations. In both cases the remainder of the CONTRACT shall not be affected but shall remain in full force and effect.

JOINT AND SEVERAL LIABILITY: If the CONTRACTOR is comprised of more than one individual, corporation or other entity, each of the entities comprising the CONTRACTOR shall be jointly and severally liable.

BINDING EFFECT: The provisions, covenants, and conditions in this CONTRACT apply to bind the parties, their legal heirs, representatives, successors, and assigns.

DONATION: CONTRACTOR agrees to provide an annual in-kind donation of \$1,000 during each year of this CONTRACT.

AMENDMENT TO CONTRACT: No modification or Amendment of the terms hereof shall be effective unless written and signed by the authorized representatives of all parties entitled to receive a right or obligated to perform a duty under this CONTRACT. A signed original is to be fastened to the original CONTRACT with signed copies retained by all parties.

The written modification is not to become effective for a period of seven (7) business days during which time either party may revoke the writing upon delivery to the other party of a written notice of that effect, dated and signed by a notary.

This CONTRACT is intended to conform in all respects to applicable statutes of the State of Iowa, and if any part or provision of this CONTRACT conflicts with any applicable statute or law, the statute or law shall govern.

This initial CONTRACT is effective from the 1st day of January, 2017 and shall expire on the 31st day of December, 2019, with the provision, however, that the CITY may terminate this CONTRACT upon notice to the CONTRACTOR when and if said CONTRACTOR shall cease to be licensed by a sanitary landfill agency/landfill/disposal facility approved by the CITY, or any other regulatory agency, or by the provisions set forth above for failure to perform and abide by the terms of this CONTRACT.

IN WITNESS WHEREOF, the contracting parties have executed this CONTRACT on the date first written above, executed in duplicate.

Client:

CITY of Indianola, Iowa

By: _____

Mayor

By: _____

CITY Clerk

CONTRACTOR:

Waste Management of Iowa, Inc.

By: _____

Name: _____

Title: _____

ORDINANCE NO. _____

AN ORDINANCE INCREASING FEES IN
CHAPTER 106 REGARDING RECYCLING FEES OF
THE INDIANOLA CODE OF ORDINANCES

BE IT ORDAINED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF
INDIANOLA, IOWA:

1. Amendment. Subsection 1 of Section 106.09 of the Indianola code of Ordinance shall be changed to read as follows:

1. FEE. The fee for recyclable collection and disposal service, used or available, is three dollars and thirty-five cents (\$3.35) per month for each residential premise effective January 1, 2018 and three dollars and forty-five cents (\$3.45) per month for each residential premise effective January 1, 2019.

2. Repeal. Any ordinance or parts of ordinances in conflict with this ordinance are repealed.

3. Severability. If any section, provision or part of the Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part of it not adjudged invalid or unconstitutional.

4. Effective Date. This ordinance shall take effect so as to increase recycling fees for services reflected on the January 1, 2018 and January 1, 2019, billing statement.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

	Count	Rate	2017	Count	Rate	2018	Count	Rate	2019					
Revenues	5450	\$	3.25	<u>\$ 212,550.00</u>	5450	\$	3.35	<u>\$ 219,090.00</u>	5500	\$	3.45	<u>\$ 227,700.00</u>	Revenue per Budget. Rates at \$3.35/customer were contemplated in FY2018	
Expenses	Houses	4591	\$	2.94	<u>\$ 161,970.48</u>	4591	\$	3.01	<u>\$ 165,826.92</u>	4641	\$	3.09	<u>\$ 172,088.28</u>	Anticipated Waste Management Charges for Residences
	Apts	859	\$	2.94	<u>\$ 30,305.52</u>	859	\$	3.01	<u>\$ 31,027.08</u>	859	\$	3.09	<u>\$ 31,851.72</u>	Anticipated Waste Management Charges for Apartments
Misc Charges				\$	3,300.00			\$	3,500.00			\$	3,750.00	Charges for Missing or Damaged Items, special services
Admin Charges				\$	18,500.00			\$	14,234.00			\$	15,372.72	----- This is the Recycling Funds allocated expenses for IMU admin and City Finance
													See chart below	
Total Expenses				<u>\$ 214,076.00</u>				<u>\$ 214,588.00</u>				<u>\$ 223,062.72</u>	Total include the amounts billed for Apartments and Residences as above, and the allocated administrative charges above.	
Fund Balance Increase(Decrease)				\$ (1,526.00)				\$ 4,502.00				\$ 4,637.28	As revenues are greater than the known combined expenses, this amount is available for charges like additional customers or unplanned fees. Those not spent will become fund balance increase.	

The table below represents the amounts paid for IMU administration and City Finance per restructure:

Fund	Allocation Rate		
General Fund	12%	86,103	
Electric	36%	257,578	
Sewer	11%	78,514	
Water	11%	78,514	
Fiber	26%	186,410	
Recycling	2%	14,234	----- Here is the original amount from the restructure proposal.
RUT	2%	14,234	
		<u>715,587</u>	

The city contract for Recycling with Waste Management has increasing rates. New rates are 3.01/customer for FY 18.

This rate increase is to required increase revenues to match the increase in expenses from new contracted rates with Waste Management.

Meeting Date: 10/02/2017

Subject

Resolution authorizing the submittal of an application for Iowa Department of Transportation Iowa Clean Air Attainment Program (ICAAP) funding for Traffic Signal System Timings and Coordination Plans

Information

At the August 21, 2017 meeting the council adopted a resolution to submit an application for IDOT traffic safety improvement program TSIP funding for traffic signal battery backup and pedestrian signal upgrades (packet).

The attached resolution authorizes submittal of an application for Iowa Department of Transportation Iowa Clean Air Attainment

(ICAAP) funding for traffic signal system timings and coordination plans. Highlights of the resolution include:

- The City Council supports and approves the application for ICAAP funding
- The City Council hereby commits the additional City funds necessary for the project beyond any ICAAP funding
- The City Council hereby commits to accepting and maintaining these improvements
- The Mayor is hereby authorized to execute the application on behalf of the City

Also in your packet is a summary of the signal system timing project.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

August 21 Council Minutes

ICAAP Scope Cost

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION
FOR IOWA DEPARTMENT OF TRANSPORTATION IOWA CLEAN AIR
ATTAINMENT PROGRAM (ICAAP) FUNDING FOR TRAFFIC SIGNAL
SYSTEM TIMINGS AND COORDINATION PLANS.**

WHEREAS, the Iowa Department of Transportation (DOT) has established the ICAAP and provides funding for projects that will contribute to reducing transportation-related congestion, vehicle emissions, and air pollution.

WHEREAS, the signalized intersections on US 65/69 and IA 92 have been identified as locations where signal timings and implementation of coordinated traffic signal system could be improved and funded by ICAAP.

WHEREAS, City of Indianola has determined that updating traffic signal system timings and coordination plans at signalized intersections will help improve traffic mobility and efficiency and reduce transportation related delays and congestion, vehicle emissions and air pollution. The proposed project includes data collection, traffic signal system timings and coordination plan development, and implementation of the new timings and coordination plans.

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

1. The City Council supports and approves the application for ICAAP funding.
2. The City Council hereby commits the additional City funds necessary for the project beyond any ICAAP funding.
3. The City Council hereby commits to accepting and maintaining these improvements.
4. The Mayor is hereby authorized to execute the application on behalf of the City.

PASSED AND APPROVED by the City Council of the City of Indianola this 2nd day of October, 2017.

CITY COUNCIL OF
THE CITY OF INDIANOLA, IOWA

By: _____
Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk

REGULAR SESSION – AUGUST 21, 2017 (Continued)

The following resolution entitled, “RESOLUTION AUTHORIZING EXECUTION OF AN ENGAGEMENT LETTER WITH D.A. DAVIDSON FOR THE MORLOCK LIFT STATION IMPROVEMENTS” was approved on a motion by Parker and seconded by Gezel. On roll call the vote was, AYES: Ross, Clark, Gezel and Parker. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-109
RESOLUTION AUTHORIZING EXECUTION OF AN ENGAGEMENT LETTER WITH D.A.
DAVIDSON FOR THE MORLOCK LIFT STATION IMPROVEMENTS

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

Council Member Clark introduced the following Resolution entitled "RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,300,000 SEWER REVENUE CAPITAL LOAN NOTES OF CITY OF INDIANOLA, IOWA, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Ross seconded the motion to adopt. The roll was called and the vote was, AYES: Gezel, Parker, Ross and Clark. NAYS: None. ABSENT: Pepper and Southall. Whereupon, the Mayor declared the following Resolution duly adopted as follows:

RESOLUTION NO. 2017-110
RESOLUTION FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AND
DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,300,000 SEWER
REVENUE CAPITAL LOAN NOTES OF CITY OF INDIANOLA, IOWA, AND PROVIDING FOR
PUBLICATION OF NOTICE THEREOF

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

It was moved by Parker and seconded by Gezel to adopt the following resolution entitled, “A RESOLUTION APPROVING THE APPLICATION PROCESS FOR INCLUSION IN THE IOWA STATE REVOLVING FUND (SRF), WATER RESOURCE RESTORATION, SPONSORED PROJECT PROGRAM IN CONJUNCTION WITH THE WASTEWATER TREATMENT PLANT IMPROVEMENT PROJECT”. On roll call the vote was, AYES: Ross, Clark, Gezel and Parker. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the following resolution duly adopted as follows:

RESOLUTION NO. 2017-111
A RESOLUTION APPROVING THE APPLICATION PROCESS FOR INCLUSION IN THE IOWA
STATE REVOLVING FUND (SRF), WATER RESOURCE RESTORATION, SPONSORED PROJECT
PROGRAM IN CONJUNCTION WITH THE WASTEWATER TREATMENT PLANT
IMPROVEMENT PROJECT

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

A motion was made by Ross and seconded by Parker to adopt the following resolution entitled, “A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR IOWA DEPARTMENT OF TRANSPORTATION TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP) FUNDING FOR TRAFFIC SIGNAL BATTERY BACKUP AND PEDESTRIAN SIGNAL UPGRADES”. On roll call the vote was, AYES: Clark, Gezel, Parker and Ross. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

Continued on Page 228

REGULAR SESSION – AUGUST 21, 2017 (Continued)

RESOLUTION NO. 2017-112

A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR IOWA
DEPARTMENT OF TRANSPORTATION TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP)
FUNDING FOR TRAFFIC SIGNAL BATTERY BACKUP AND PEDESTRIAN SIGNAL UPGRADES

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

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

RESOLUTION NO. 2017-113 APPROVING SALARIES

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

Clark moved and Parker seconded to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. On roll call the vote was, AYES: Gezel, Parker, Ross and Clark. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously.

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

Meeting adjourned at 8:30 p.m. on a motion by Ross and seconded by Parker.

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

ICAAP Funding Project Request

Indianola Traffic Signal Timing Update Project Scope & Costs

Project Scope

The following scope is a brief outline of the work activities that will be completed as a part of the project.

1. Traffic Counts – Utilize existing count data from City and Iowa DOT sources, and supplement with new turning movement and 24 hour counts at project intersections, and in specific locations within each project corridor to identify peak traffic movements, normal daily traffic patterns, and event (Warren County Fair & National Balloon Festival) traffic patterns.
2. Functional Geometry –Verify lane configurations and turn lane lengths at signalized intersections within the project corridors. Inventory existing posted speed limits.
3. Existing Signal Timings – Document and gather all existing timing data for free and coordinated operation of existing signals. Review and revise vehicle and pedestrian clearance intervals based on current standard guidelines.
4. Timing Models – Use traffic data, functional geometric data, and existing signal timing data to create models for each traffic period. Models are expected to include normal day AM, Noon, PM, weekend plans, and special event plans. Develop optimized timing plans which determine new phasing splits, cycle lengths, and offsets for each signalized intersection in the system.
5. Traffic Signal Equipment Repair and Upgrade Interconnect and Clock Synchronization
 - a. Repair break in fiber optic cable between Hillcrest Avenue and Valley Place
 - b. Replace non-working vehicle detection at several intersections
 - c. Upgrade traffic signal cabinet and controllers as part of synchronized system on US 65/69 and upgrade controllers and install GPS receivers at signalized intersections on IA 92 to synchronize traffic signal controller clocks
6. Timing Plan Implementation – Process timing model data, and field implement all signal timing plans. Perform observations, and adjust timings, as needed, based on field observations and traffic flow. Revise traffic models to represent actual field adjusted timings. The City may use timing models for follow-up work as additional intersections are signalized, or to evaluate impacts of proposed developments.
7. Travel-Time Studies – Perform post timing plan implementation/adjustment travel time studies to document improved travel speeds and reduced stops/idling.
8. Summary Report – Prepare a report summarizing before and after travel time studies to demonstrate benefits of project for City use, and for submission to Iowa DOT ICAAP staff to document benefits of project.

Project Costs

Timing & Implementation	\$50,000
Equipment Repair & Upgrade	\$102,000
Total Project Cost	\$152,000

Funding Costs

Total Project Cost	\$152,000
ICAAP Funds	\$121,600 (80%)
Local City Funds	\$30,400 (20%)

Meeting Date: 10/02/2017

Subject

Discussion regarding the fireworks ordinance and possibly setting a public hearing to amend the ordinance

Information

The Mayor and Council will discuss the fireworks ordinance and possibly setting a public hearing to amend the ordinance. In your packet are the following ordinances regarding fireworks:

1568 - Chapter 41 is amending provisions of the ordinance regarding fireworks use

1569 - Chapter 165 is amending provision of the zoning ordinance regarding the fireworks sales

1570 - Chapter 41 is amending provisions of the ordinance regarding fireworks use on certain July dates

Fiscal Impact

Attachments

Ord 1568

Ord 1569

Ord 1570

ORDINANCE NO. 1568
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
INDIANOLA, IOWA, BY AMENDING PROVISIONS OF THE ORDINANCE REGARDING
FIREWORKS USE

Whereas, the City of Indianola deems the use of certain consumer fireworks as a threat to public safety and a nuisance to landowners.

Be It Enacted by the City Council of the City of Indianola, Iowa:

SECTION 1. Section 41.11, Fireworks Permit, is hereby amended by deleting the current title and inserting "Fireworks".

SECTION 2. Section 41.11, Fireworks, is hereby amended by adding the following subsection 1, Definition:

1. Definition.

a. "Consumer Fireworks" means those fireworks as defined by Iowa Code Section 727.2 that may be sold within the City even though the use of those items is prohibited.

b. "First-class Consumer Fireworks" means the following Consumer Fireworks, as described in the American Pyrotechnics Association's standard 87-1, Chapter 3:

1. Serial shell kits and reloadable tubes.

2. Chasers.

3. Helicopter and aerial spinners.

4. Firecrackers.

5. Mine and shell devices.

6. Missile type rockets.

7. Roman candles.

8. Skyrockets and bottle rockets.

9. Multiple tube devices under this paragraph (b) that are manufactured in accordance with APA 87-1, Section 3.5.

c. "Second-class Consumer Fireworks" means the following Consumer Fireworks, as described in APA 87-1, Chapter 3:

1. Cone fountains.

2. Cylindrical fountains.

3. Flitter sparklers.

4. Ground and hand-held sparkling devices, including multiple tube ground and hand-held sparkling devices that are manufactured in accordance with APA 87-1, Section 3.5.
5. Ground spinners.
6. Illuminating torches.
7. Toy smoke devices that are not classified as novelties pursuant to APA 87-1, Section 3.2.
8. Wheels.
9. Wire or dipped sparklers that are not classified as novelties pursuant to APA 87-1, section 3.2.

d. "Display Fireworks" means those fireworks as defined by Iowa Code Section 727.2(1)(b).

SECTION 3. Section 41.13, Fireworks, is hereby amended by adding the following subsection 2, Regulations:

2. Regulations.

- a. It shall be unlawful for any person to use or explode any explosive, explosive material or First-class Consumer Fireworks within the corporate limits of the City.
- b. It shall be unlawful for any person to offer for sale, expose for sale, sell at retail, or use or explode any explosive, explosive material, First-class Consumer Fireworks or Second-class Consumer Fireworks within the corporate limits of the City except in compliance with Section 165.09 of the Indianola Municipal Code. Sales of Display Fireworks may be made for that purpose only.
- c. It shall be unlawful for any person to use or explode any Display Fireworks within the corporate limits of the City unless, upon application in writing, the City has issued a permit to a City agency, fair association, amusement park or other organizations or groups of individuals approved by City authorities to display fireworks and such display will be handled by a competent operator.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 5. This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED and approved this 23rd day of May, 2017.

Ordinance No. 1569

AN ORDINANCE AMENDING THE CITY CODE OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA, CHAPTER 165, ZONING REGULATIONS, BY AMENDING PROVISIONS OF THE ZONING ORDINANCE REGARDING FIREWORKS SALES

Be It Enacted by the City Council of the City of Indianola, Iowa:

SECTION 1. Section 165.03, Definitions, is hereby amended by adding the following definition:

55. "Fireworks Retail Sales Facility" means a retail sales facility for the sale of First-class Consumer Fireworks as defined in Iowa Code Section 100.19(1)(c) and/or Second-class Consumer Fireworks as defined in Iowa Code Section 100.19(1)(e).

SECTION 2. Section 165.09, Schedule of District Regulations, is hereby amended by adding the following to subsection C-2 (44):

C-2	HIGHWAY COMMERCIAL	C-2
PERMITTED PRINCIPAL USES AND STRUCTURES		MINIMUM REQUIRED OFF-STREET PARKING
44. Fireworks Retail Sales Facilities		See Special Requirements Below
SPECIAL REQUIREMENTS		
A. Operator shall provide proof of licensure by the State Fire Marshal.		
B. For a facility occurring within a permanent structure, the allowable dates of operation shall be between June 1 st through July 8 th (38 total days) and between December 10 th and January 3 rd (25 total days).		
C. For a facility occurring within a temporary structure, the allowable dates of operation shall be between June 13 th through July 8 th (26 total days).		
D. The facility shall be located:		
1. A minimum of 100 feet from the following:		
a. Public park and biking/walking trail property lines,		
b. Residential structures.		
2. A minimum of 200 feet from the following structures:		
a. Fuel pumps or fuel containers,		
b. Schools,		
c. Churches.		

- E. For a facility located within a permanent structure, the facility shall not be located in a multiple-tenant building and shall be located in a stand-alone structure that shall have a minimum of 50 feet of separation from adjacent structures.
- F. All signage shall comply with City of Indianola Sign Code.
- G. Parking for the facility must be provided at a 1 space to 100 square feet of floor area for the first 2,000 square feet of floor area, and 1 space per 200 square feet for floor area in excess of 2,000 square feet.
- H. For a facility occurring in a temporary structure, required parking for the other uses on the site shall not be occupied by the temporary structure.
- I. The facility shall comply with all applicable Building and Fire Codes.
- J. A site plan shall be submitted for approval in accordance with the Building Code and applicant shall be charged a \$100 site plan review fee.

SECTION 3. Section 165.09, Schedule of District Regulations, is hereby amended by adding the following to subsection C-3 (26):

C-3	GENERAL RETAIL AND OFFICE	C-3
PERMITTED PRINCIPAL USES AND STRUCTURES		
26. Fireworks Retail Sales Facilities for fireworks for Second-Class Consumer Fireworks		
SPECIAL REQUIREMENTS		
A. Operator shall provide proof of licensure by the State Fire Marshal. B. For a facility occurring within a permanent structure, the allowable dates of operation shall be between June 1st through July 8th (38 total days) and between December 10th and January 3rd (25 total days). C. For a facility occurring within a temporary structure, the allowable dates of operation shall be between June 13th through July 8th (26 total days). D. The facility shall be located: 3. A minimum of 100 feet from the following:		

- a. Public park and biking/walking trail property lines,
- b. Residential structures.
- 4. A minimum of 200 feet from the following structures:
 - d. Fuel pumps or fuel containers,
 - e. Schools,
 - f. Churches.
- E. For a facility located within a permanent structure, the facility shall not be located in a multiple-tenant building and shall be located in a stand-alone structure that shall have a minimum of 50 feet of separation from adjacent structures.
- F. All signage shall comply with City of Indianola Sign Code.
- G. For a facility occurring in a temporary structure, required parking for the other uses on the site shall not be occupied by the temporary structure.
- H. The facility shall comply with all applicable Building and Fire Codes.
- I. A site plan shall be submitted for approval in accordance with the Building Code and applicant shall be charged a \$100 site plan review fee.

SECTION 4: Chapter 165.10(15), Temporary or Seasonal Structures, is hereby amended by adding the following subsection G:

G. Fireworks Retail Sales Facilities provided the facility meets all requirements of Indianola Municipal Code Section 165.09.

SECTION 5. Chapter 122, Peddlers, Solicitors and Transient Merchants, is hereby amended by adding the following Section 122.22:

122.22. Fireworks License. Notwithstanding anything contained in this Chapter 122, the sale of First-class Consumer Fireworks and Second-class Consumer Fireworks as defined in Iowa Code Section 727.2 shall not be subject to this Chapter but shall be subject to the zoning requirements in Indianola Municipal Code Chapter 165.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 7. This ordinance shall be effective upon its passage, approval and publication as provided by law.

PASSED and approved this 5th day of June 2017.

ORDINANCE NO. 1570

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

Be It Enacted by the City Council of the City of Indianola, Iowa:

SECTION 1. Section 41.13, Fireworks, is hereby amended by deleting subsection 2(a) and inserting the following:

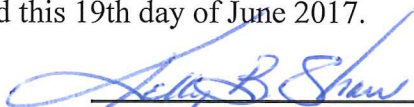
2. Regulations.

a. Except on July 2nd from 9 a.m. to 10 p.m., July 3rd from 9 a.m. to 10 p.m. and July 4th from 9 a.m. to 11 p.m., it shall be unlawful for any person to use or explode any First-class Consumer Fireworks within the corporate limits of the City. It shall be unlawful for any person to use or explode any explosive or explosive material within the corporate limits.

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

PASSED and approved this 19th day of June 2017.



KELLY B. SHAW, Mayor

ATTEST:



Diana Bowlin, City Clerk

First reading: June 19, 2017
Second reading: June 19, 2017
Third reading: June 19, 2017
Publication Date: June 28, 2017

Meeting Date: 10/02/2017

Subject

Request from the Chamber of Commerce and Square business owners to review sign regulations

Information

Fiscal Impact

Attachments

No file(s) attached.

City Council Regular

8.B.2.

Meeting Date: 10/02/2017

Subject

Discussion and direction regarding the FY 2019 budget calendar

Information

Finance Director Chris DesPlanques will discuss the FY 2019 budget calendar (packet).

Fiscal Impact

Attachments

Budget Calendar

CITY & IMU BUDGET PROCESSES

Date	Action Item	City Manager	Finance	Staff	Council	IMU
June 19, 2017	Presentation and Approval of Budget Calendar	X	X		X	
July 31, 2017	Capital Improvement requests due to Finance	X	X	X		X
August 1-10, 2017	Prepare draft CIP budget	X	X			X
August 14, 2017	IMU Board Mtg: Receive direction from Board regarding CIP budget		X			X
August 21, 2017	Council Study Session: Receive direction from Council regarding CIP budget	X	X		X	
September 1-12, 2017	Initial budget targets for FY 2019 operating budget	X	X			X
September 11, 2017	IMU Board Mtg: Discuss 5 year CIP		X			X
September 18, 2017	Council Study Session: Discuss 5 year CIP	X	X		X	
September 30, 2017	Five year projections complete; Review CIP	X	X	X		
October 16, 2017	Discuss Fees, Tax Rates and receive direction at Study session	X	X		X	
November 1, 2107	Letter to Agencies that received PY funding due		X			
November 1-15, 2017	Analysis of budget requests & review of department operational plans & funding requirements	X	X			X
November 13, 2017	IMU Board Mtg: budget update, revenues, operating impacts of capial projects, and related topics		X			X
November 20, 2017	Council Study Session: budget update, revenues, operating impacts of capital projects, and related topics	X	X		X	
December 1, 2017	Budget Request from Other Agencies Due to Finance		X			
December 2017	Valuation Data from County		X			
January 15-19, 2018	Draft FY 2019 budgets to department heads & council		X			X
January 22-31, 2018	Individual Council budget discussions	X	X		X	
January 31, 2018	Deadline to receive feedback regarding FY 2019 budget	X	X	X	X	X
February 5, 2018	Council Meeting: Set public hearing for FY 2019 budget for March 5, 2018	X	X		X	
February 12, 2018	IMU Board Mtg: Set public hearing for FY 2019 budget for February 26, 2018		X			
February 26, 2018	IMU Board Mtg: Hold public hearing for FY 2019 budget & Adoption of budget		X			
March 5, 2018	Council Meeting: Hold public hearing for FY 2019 budget & Adoption of budget	X	X		X	
March 15, 2018	DEADLINE to file budget with the State/County		X			X
April 23, 2018	IMU Board Mtg: Publish Budget Amendment/Set PH		X			X
April 16, 2018	Council Meeting: Publish Budget Amendment/Set PH	X	X		X	
May 7, 2018	Council Meeting: Amendment	X	X		X	
May 14, 2018	IMU Board Mtg: Amendment		X			X

Meeting Date: 10/02/2017

Subject

Direction regarding the health insurance renewals for 2018

Information

Melissa McCoy, HR Director, will discuss the health insurance renewals for 2018 (packet).

Fiscal Impact

Attachments

Memo



September 27, 2017

To: Mayor and Council

From: Melissa McCoy, HR

CC: Ryan Waller, City Manager

RE: 2018 Health Insurance Renewal

Mayor and Council,

As previously directed by the City Council, the City was going to change the health insurance plan year from July 1 to January 1. The purpose of this was to have the plan year coincide with the deductible year as well as to help with budgeting purposes. We are currently looking at the renewal for the new year and have found that it may not be advantageous for us to make this change at this time.

In looking at the stop loss proposal provided by our current reinsurer, our stop loss rates will stay the same, however, our claim risk will increase dramatically. The reason for this is due to a small number of significant health conditions (due to HIPAA regulations, we are unable to share specifics). As a result, the stop loss carrier has added lasers to the January 1, 2018 proposal that we do not have currently. A laser is a specific endorsement to the contract that transfers risk back to an employer. Today, there is a laser on one member for \$85,000. If we move to a January 1 renewal date, the \$85,000 laser becomes a total of \$475,000 with a second laser attached on a different member. By leaving the plan year at July 1, these lasers may or may not be included at that time depending on the health conditions at that time. With input from the City staff and our broker, Holmes Murphy, we recommend that we continue with the current fiscal plan year, July 1, and continue to research plan year adjustments regularly to evaluate the pros and cons.

Due to changes to the federal guidelines for Health Savings Accounts, moving to a January 1, 2018 renewal would also increase the employee deductible by \$100 and the family deductible by \$200. By keeping the fiscal plan year, July 1, this guideline would not go into effect until July 1, 2018.

If the plan year does not change, then we need to look at the funding of the Health Savings Accounts. As previously discussed and agreed upon, the City funded employee HSA accounts 7/1/17 with \$1200 to help pay for any medical expenses throughout the year. The City also agreed to fund the accounts 1/1/18 if the plan year changed. City staff still feel, even with leaving the plan year at 7/1, that the HSA accounts should be funded again on 1/1/18 with \$1200 since the deductible and out-of-pocket maximums reset every January 1.

Staff is looking for your approval to proceed with funding employee HSA accounts with \$1200 to coincide with the deductible/out-of-pocket maximum resetting and to also retain the current fiscal plan year. Doing so would limit the City's claim exposure and would leave the employees' deductibles and out-of-pocket maximums the same until July 2018.

Meeting Date: 10/02/2017

Subject

Presentation of Strategic Plan Focus Area 6-1-b - regarding the evaluation of potential cost savings associated with converting park areas to native prairies

Information

Park and Recreation Director Doug Bylund will present one of their strategic plan focus areas which was to evaluate the costs associated with converting park areas to native prairies. In your packet is a memo from P&R Director Doug Bylund, cost estimates for converting to prairie restoration areas and the 2017 land usage.

Fiscal Impact

Attachments

Memo
Evaluation
2017 Land Usage



PARKS AND RECREATION

September 26, 2017

To: Mayor and City Council

From: Doug Bylund, Parks and Recreation Director

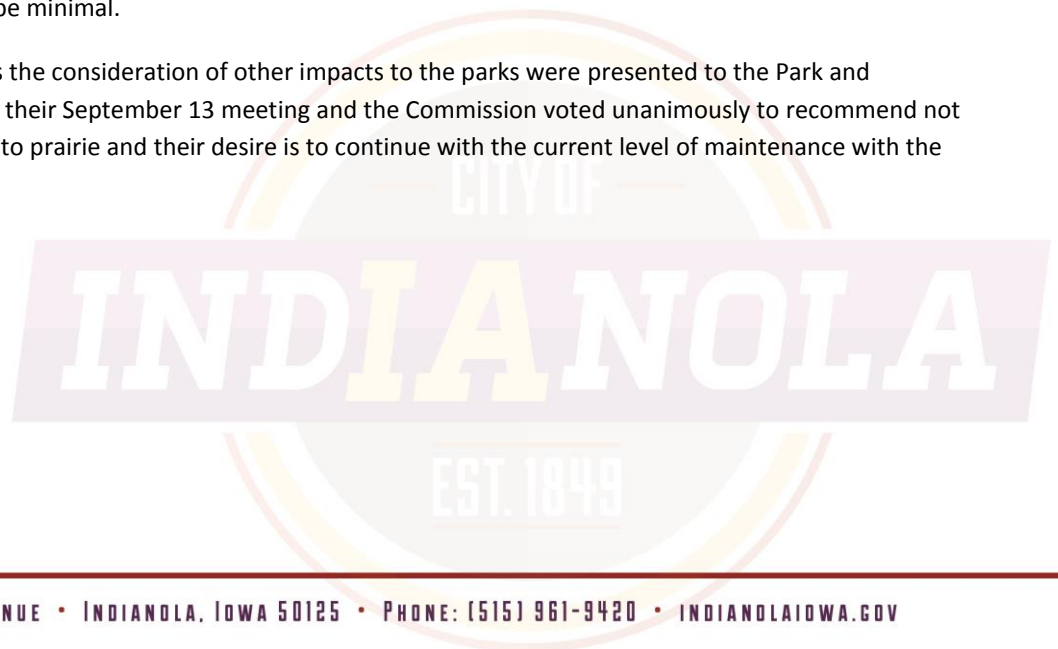
Re: Presentation of Strategic Focus Area 6-1-b – evaluate cost savings associated with converting park areas to native prairies

Mayor and Council,

One of our strategic Plan Focus areas was to evaluate the costs associated with converting park areas to native prairies. After evaluating the amount of acreage for each park and the potential areas that might be converted to prairies, staff identified 2 areas that may be suitable for prairies. One area is 1.8 acres of McCord Park and the other is 1.2 acres of South Park.

Several items were considered for the impact to the budget while preparing the site for prairie grass and the ongoing maintenance. This includes completely killing the grass, tilling, seeding the areas and mowing the sites in order to encourage the growth of the chosen prairie grasses/flowers. Staff collected information from Warren County Conservation, Simpson College, area seed suppliers and the current Oak Savannah plan for the proper methods of prairie development. The net impact of converting these 2 areas will add approximately \$2,285 more expense to the budget over the next four years. After the 5th year, we can expect cost savings as the maintenance level of the prairie would be minimal.

This information as well as the consideration of other impacts to the parks were presented to the Park and Recreation Commission at their September 13 meeting and the Commission voted unanimously to recommend not converting any park areas to prairie and their desire is to continue with the current level of maintenance with the parks in our system.



Cost estimates for converting to prairie restoration areas

McCord Park – convert 1.8 acres into native prairie

Preparation and Maintenance Additional Expenses

1. Initial Ground preparation - \$591
 - \$270/acre * 1.8 acres = \$486
 - Staff - 3 hours * \$35/hr = \$105
 - Till – 4 hours * \$35/hr = \$140
2. Seeding - \$681
 - \$320/acre * 1.8 acres = \$576
 - Staff – 3 hours * \$35/hr = \$105
3. Staff time to mow at 10 inches monthly (First 3 years)
 - 6 mowings * 3 hours * \$35/hr = \$630

Cost Savings

1. Contract cost will be approximately \$15 less per mowing * 27 mowings = \$405/year
2. Fertilizer or Broadleaf savings will be \$0 as this area is not currently treated.

South Park – convert 1.2 acres into native prairie

Preparation and Maintenance Expenses

1. Initial Ground preparation - \$499
 - \$270/acre * 1.2 acres = \$324
 - Staff – 2 hours * \$35/hr = \$70
 - Till – 3 hours * \$35/hr = \$105
2. Seeding - \$454
 - \$320/acre * 1.2 acres = \$384
 - Staff – 2 hours * \$35/hr = \$70
3. Staff time to mow at 10 inches monthly (First 3 years)
 - 6 mowings * 2 hours * \$35/hr = \$420

Cost Savings

1. Contract mowing cost will be approximately \$15 less per mowing * 27 mowings = \$405/year
2. Fertilizer or Broadleaf savings will be \$220/year

McCord Park				
	Added Expense	Lowered Expense	Yearly effect on Expenses	Cumulative effect on Expenses
2017	591		+591	591
2018	1311	405	+906	1497
2019	630	405	+225	1722
2020	630	405	+225	1947
2021		405	-405	1542

South Park				
	Added Expense	Lowered Expense	Yearly effect on Expenses	Cumulative effect on Expenses
2017	499		+394	499
2018	874	625	+249	748
2019	420	625	-205	543
2020	420	625	-205	338
2021		625	-625	-287

Other considerations while evaluating the impact

- Other Costs – Signage and burning
- Staffing levels – staff is already opening/preparing parks at the beginning of spring when burning would need to take place.
- Public Image of parks – groomed areas for multiple recreation opportunities. These areas currently host soccer, flag football and T-Ball practices.
- Decrease the possible recreational activities in the parks
- We still have large natural areas in DeNelsky, Pickard, Memorial, Downey and McCord Parks. Large areas of the trails as well as the Activity Center are natural. Nearly 70% of park land is currently natural or prairie. The Pickard Park Oak Savanna has a designated Prairie Restoration Area.
- Complaints from other cities:
 - Allowing park areas to grow and not be usable for recreation.
 - Public expectations about wildflowers and the appearance of the prairie areas are not what the public expects.
 - Burning in the city limits – complaints about smoke and risk of fire spreading.
 - Other animals and pests close to residences or children and pets using the parks and playgrounds
 - Some have been converted back to lawn after criticism towards city government allowing tall weeds in city parks.

Park Area	Total	Natural	Groomed	Add	Cost Per	Mow Cost	Fert/Weed	Mow Cost	Fert/Spray	Cost
	Acres	Acres	Acres	Natural	Mow	per year	cost	savings	savings	addition
Barker	1.07	0	1.07	0	\$ 40.00	\$ 1,080.00	\$ 247.00	\$ -		
Buxton(2mows)	5.44	0	5.44	0	\$ 88.00	\$ 4,752.00	\$ 1,340.00	\$ -		
Dayton	1.04	0	1.04	0	\$ 40.00	\$ 1,080.00	\$ 249.00	\$ -		
DeNelsky	23.21	22.71	0.5	0	\$ 22.00	\$ 594.00	\$ 152.00	\$ -		
Downey	7.02	3.62	3.4	0.46	\$ 80.00	\$ 2,160.00	\$ 692.00	\$ -		
Easton	2.4	0	2.4	0.52	\$ 90.00	\$ 2,430.00	\$ 563.00	\$ 270.00	\$ 110.00	
McCord	16.31	9.9	6.41	1.8	\$ 170.00	\$ 4,590.00	\$ 1,133.00	\$ 405.00	\$ -	
Memorial	13.32	3.3	5.02	0	\$ 150.00	\$ 4,050.00	\$ 899.00	\$ -		
Moats	4	0	4	0	\$ 115.00	\$ 3,105.00	\$ 1,040.00	\$ -		
Pickard	160	87	33	0	\$ 475.00	\$ 12,825.00	\$ 3,000.00	\$ -		
Pickard Hay		40			\$ -	\$ -				\$ 2,000.00
Sesqui	0.6	0	0.6	0	\$ 45.00	\$ 1,215.00	\$ 125.00	\$ -		
South Park	4.28	0.95	3.33	1.2	\$ 66.00	\$ 1,782.00	\$ 710.00	\$ 405.00	\$ 220.00	
Willow Creek TL	0.63	0.15	0.48	0.19	\$ 40.00	\$ 1,080.00	\$ -	\$ -	\$ -	
McVay Trail	6	2	4	0	\$ 110.00	\$ 2,970.00	\$ 502.00	\$ -		
Summerset Trail	8.5	5.1	3.4	0	\$ 44.00	\$ 1,188.00	\$ -	\$ -		
Total	253.82	174.73	74.09	4.17	\$ 1,575.00	\$ 44,901.00	\$ 10,652.00	\$ 1,080.00	\$ 330.00	\$ 2,000.00
Mowing based on 27 times per year average										

Meeting Date: 10/02/2017

Subject

Consider project acceptance & maintenance bonds for Ashton Park #6

Information

In your packet are the following four year maintenance bonds for Ashton Park #6. The City Attorney and staff have approved.

- 7" PCC maintenance bonds from Alliance Construction Group, LLC in an amount of \$158,118.50.
- Sanitary Sewer and Storm Sewer from Gator Excavating in an amount of \$425,492.20

To date, all 18 items identified on the list have been corrected, except for two items. These two items are some minor grading around an area intake and securing a pre-cast lid to the same intake. Chuck Burgin, Community Development Director, has discussed with the contractor and owner that no building permits will be issued until these items are completed to the satisfaction of the city. Chuck recommends approval of the bonds (please see attached memo).

Roll call is in order.

Fiscal Impact

Attachments

Maintenance Bonds

Memo

MERCHANTS
BONDING COMPANY™
POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

Abigail R. Mohr

their true and lawful Attorney-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

Surety Bond #: NIA2208
Principal: Gator Excavating, Inc.
Obligee: City of Indianola

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

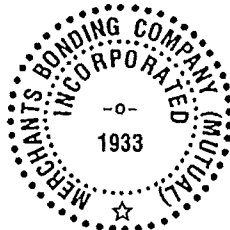
"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 23rd day of August, 2017.

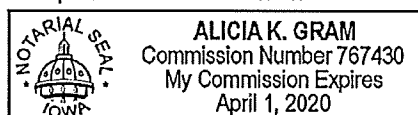


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 23rd day of August, 2017, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

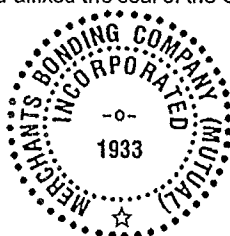


Alicia K. Gram
Notary Public

(Expiration of notary's commission
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 23rd day of August, 2017.



William Warner Jr.
Secretary



UNITED FIRE & CASUALTY COMPANY
CEDAR RAPIDS, IOWA

Bond Number 54216019

MAINTENANCE BOND

KNOW ALL BY THESE PRESENTS: That we Alliance Construction Group, LLC
of 3000 SE Grimes Blvd Grimes, IA 50111

as Principal, and the UNITED FIRE & CASUALTY COMPANY, an Iowa corporation of Cedar Rapids, Iowa, and authorized
to do business in the state of Iowa as Surety, are held and firmly bound unto
City of Indianola 110 N 1st Street Indianola, IA 50125

in the penal sum of One Hundred Fifty Eight Thousand One Hundred Eighteen Dollars & 50/100 (\$ 158,118.50) Dollars,
lawful money of the United States of America, for the payment of which, well and truly to be made, the Principal and Surety
bind themselves, their and each of their heirs, executors, and administrators, successors and assigns, jointly and severally, firmly
by these presents.

Signed and delivered this 2nd day of August A.D. 2017

WHEREAS, the said Principal entered into a certain contract, dated the 1st day of
March 2017, to furnish all the material and labor necessary for the construction of

Ashton Park Plat 6

PCC PAVING

1. 7" Non-Reinforced PCC Paving 4003.00 sy

PCC Paving Bond Total \$158,118.50

in conformity with certain specifications; and

WHEREAS, a further condition of said contract is that the said Principal should furnish a bond of indemnity, guaranteeing
to remedy any defects in workmanship or materials that may develop in said work with a period of Four (4) years from the
date of acceptance of the work under said contract; and

WHEREAS, the said UNITED FIRE & CASUALTY COMPANY, of Cedar Rapids, Iowa, for a valuable consideration, has
agreed to join with said Principal in such bond or guarantee, indemnifying said City of Indianola
as aforesaid;

NOW, THEREFORE, the Condition of This Obligation is Such, that if the said Principal does and shall, at his/her own cost
and expense, remedy any and all defects that may develop in said work, within the period of Four (4) years from the date
of acceptance of the work under said contract, by reason of bad workmanship or poor material used in the construction of
said work, and shall keep all work in continuous good repair during said period, and shall in all other respects, comply with
all the terms and conditions of said contract with respect to maintenance and repair of said work, then this obligation to be
null and void; otherwise to be and remain in full force and virtue in law.

Alliance Construction Group, LLC

PRINCIPAL

By

Dustin Jones, President

UNITED FIRE & CASUALTY COMPANY

By

Jill Shaffer
Jill Shaffer, Attorney-in-fact

ATTORNEY-IN-FACT



UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA
UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX
FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA
CERTIFIED COPY OF POWER OF ATTORNEY

(original on file at Home Office of Company – See Certification)

Inquiries: Surety Department
118 Second Ave SE
Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That UNITED FIRE & CASUALTY COMPANY, a corporation duly organized and existing under the laws of the State of Iowa; UNITED FIRE & INDEMNITY COMPANY, a corporation duly organized and existing under the laws of the State of Texas; and FINANCIAL PACIFIC INSURANCE COMPANY, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint GREG T. LA MAIR, OR NANCY D. BALTUTAT, OR MARK E. KEAIRNES, OR PATRICK K. DUFF, OR JEFFREY R. BAKER, OR JOSEPH I. SCHMIT, OR JILL SHAFFER, OR CHRISTOPHER R. SEIBERLING, ALL INDIVIDUALLY of WEST DES MOINES IA

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, AND FINANCIAL PACIFIC INSURANCE COMPANY.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of UNITED FIRE & CASUALTY COMPANY, UNITED FIRE & INDEMNITY COMPANY, and FINANCIAL PACIFIC INSURANCE COMPANY.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal of the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

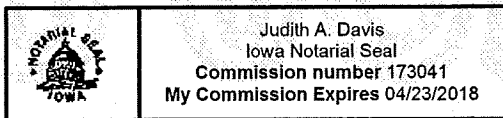
IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 10th day of March, 2014

UNITED FIRE & CASUALTY COMPANY
UNITED FIRE & INDEMNITY COMPANY
FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann* Vice President

State of Iowa, County of Linn, ss:
On 10th day of March, 2014, before me personally came Dennis J. Richmann

to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of UNITED FIRE & CASUALTY COMPANY, a Vice President of UNITED FIRE & INDEMNITY COMPANY, and a Vice President of FINANCIAL PACIFIC INSURANCE COMPANY the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



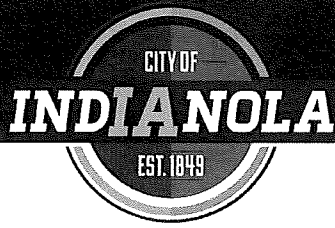
Judith A. Davis Notary Public
My commission expires: 04/23/2018

I, David A. Lange, Secretary of UNITED FIRE & CASUALTY COMPANY and Assistant Secretary of UNITED FIRE & INDEMNITY COMPANY, and Assistant Secretary of FINANCIAL PACIFIC INSURANCE COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations
this 2nd day of August, 20 17.



By: *David A. Lange*
Secretary, UF&C
Assistant Secretary, UF&I/FPIC



COMMUNITY DEVELOPMENT

TO: Mayor, Council and City Manager

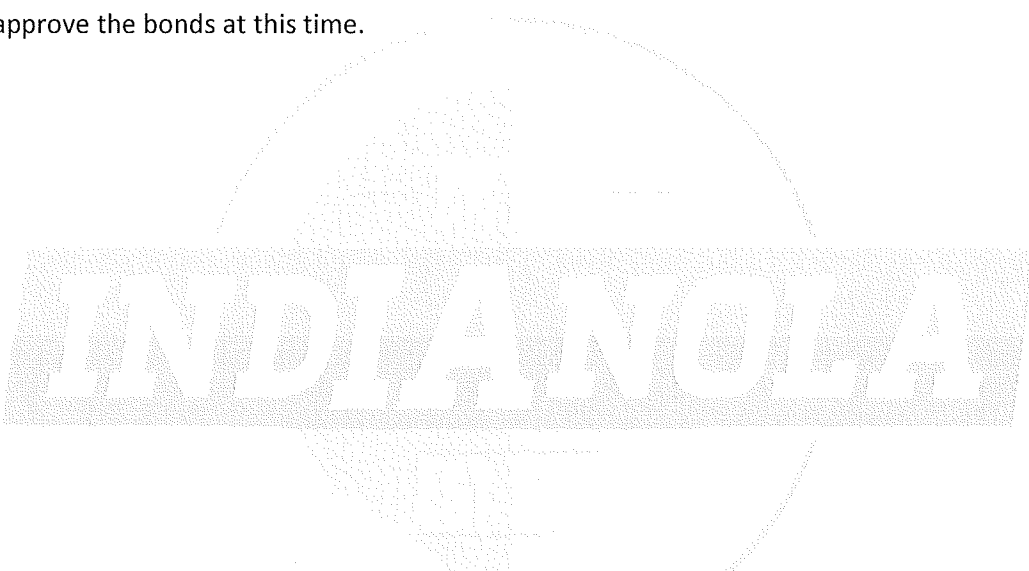
FROM: Chuck Burgin, Director of Community Development

RE: Ashton Park Plat # 6 Maintenance Bonds

DATE: September 28, 2017

The four- year maintenance bonds for the paving, storm sewer and sanitary sewer improvements are on the October 2nd council agenda for your approval. On the 24th of August, myself, Garret Reeder of Snyder Engineers, Jay Cowan of Jerry's Homes, the owners engineer Melissa Hills and other department heads reviewed the public improvements. Subsequently, a punch list of items to be corrected was developed and sent to all parties involved with the project. To date, all 18 items identified on the list have been corrected, except for two items. These two items are some minor grading around an area intake and securing a pre-cast lid to the same intake.

After discussing this issue with Jay Cowan, the Director of Land Development for Jerry's Homes, he has assured me the two remaining items will be corrected prior to Mondays meeting. I explained that no building permits will be issued until these items are completed to the satisfaction of the city. I recommend the council approve the bonds at this time.



INDIANOLA

Meeting Date: 10/02/2017

Subject

Discussion and direction regarding a request from Cemen Tech to utilize the city street sweeper following a Habitat for Humanity event

Information

Cemen Tech will be hosting a Habitat Panel Build on October 25. They are requesting to utilize the city street sweeper and operator on October 26 or 27.

Last year the city council approved the request to utilize the city street sweeper and operator following the Habitat for Humanity event at a reduced rate of 50% off of the direct cost with a two hour maximum use.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 10/02/2017

Subject

Consider request for a sidewalk waiver (no curb and gutter) at 802 E. Hillcrest Avenue

Information

In your packet is a request for a sidewalk waiver (no curb and gutter) at 802 E. Hillcrest Avenue. The Community Development Department has been very successful negotiating the extension of the trail along the north side of Hillcrest Avenue (map). This negotiation includes the city contributing to the cost of the additional width of the trail over the standard 4' wide sidewalk. Chuck Burgin, Community Development Director, has spoke in detail to the owner prior to issuing a building permit regarding the need for a trail in this area to continued westward.

Chuck is recommending this request be denied for the following reasons (see memo):

- To date, 1,450' of the 3,810' needed to finish the trail or 38% has been completed
- There is sufficient right-of-way available to support the additional width of a trail
- The Parks and Trails chapter of the 2011 Comprehensive Plan indicates a future trail along the north side of Hillcrest from the Summercrest Trail to Highway 65/69
- Grant money in the amount of \$13,400.00 was awarded for a section of this trail, which will be submitted for consideration as part of the FY 19 Capital Improvement Budget. If funded, the City anticipates installation of the trail to begin in July of 2018. The City has received numerous calls from residents in the area requesting this portion of the trail be finished

Roll call is in order.

Fiscal Impact

Attachments

Sidewalk Waiver Request Information



COMMUNITY DEVELOPMENT

TO: Mayor, Council, City Manager

FROM: Chuck Burgin, Director of Community Development

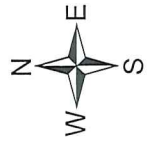
RE: Sidewalk Waiver (No Curb and Gutter) Hart Storage Facility

DATE: September 27, 2017

I have enclosed two aerial maps of the area. The first map indicates the specific location of the new storage facility located at 802 East Hillcrest Avenue. The second map indicates the entire corridor of East Hillcrest Avenue from Highway 65-69, east to the Summercrest Trail.

As you can see on the second map, this department has been very successful negotiating the extension of the trail along the north side of Hillcrest Avenue. This negotiation includes the city contributing to the cost of the additional width of the trail over the standard 4' wide sidewalk. I recommend the council deny the waiver request for the following reasons:

- To date, 1450' of the 3810' needed to finish the trail or 38% has been completed.
- There is sufficient right-of-way available to support the additional width of a trail.
- The Parks and Trails chapter of the 2011 Comprehensive plan indicates a future trail along the north side of Hillcrest from the Summercrest Trail to Highway 65-69.
- Grant money in the amount of \$13,400.00 was awarded for a section of this trail, which will be submitted for consideration as part of the FY 19 Capital Improvement Budget. If funded, the City anticipates installation of the trail to begin in July of 2018. We have received numerous calls from residents in the area requesting this portion of the trail be finished.
- Even though denial of these types of waiver request have been rare, our city attorney has advised me the reason listed above, this action is justifiable.
- I spoke in detail to the owner prior to issuing a building permit regarding the need for a trail in this area to continue westward.



802 East Hillcrest Avenue -
Sidewalk Waiver Request





Sidewalk Waiver Request for Hart Storage Facility
802 East Hillcrest
Vicinity Map



WAIVER OF SIDEWALK REQUIREMENT
AND INSTALLATION COVENANT
(No Curb and Gutter)

WHEREAS, Sections 26-73 and 26-75 of the Indianola Code of Ordinances require that all structures within the city be serviced with a sidewalk before occupancy and

WHEREAS, the underground owner has erected or improved a structure adjacent to a street which has no curb and gutter,

IT IS HEREBY AGREED AS FOLLOWS:

1. When the curb and gutter are constructed so that the location of a sidewalk along the real estate described below can definitely be ascertained, the undersigned owner will install the sidewalk at the owner's expense within 120 days after having been notified by the City of Indianola that the curb and gutter have in fact been installed and the location of the sidewalk determined.

2. This waiver and covenant relate to real estate locally known as: 802 East Hillcrest Avenue

And legally described as: Lot 20 Ex Pcl B Quail Meadows Plat 1, Indianola, Warren County, Iowa.

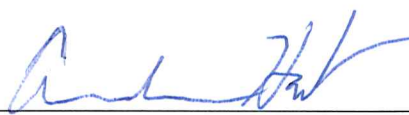
And shall be binding on the undersigned owner, the owner's heirs and assigns and shall be considered a covenant running with the land.

3. In the event the City of Indianola shall at any time in the future, but before the installation of the above described sidewalk adopt a resolution of necessity requiring the installation of sidewalks of which the above is one or a part, the owner hereby consents to the installation of the sidewalk, waives any right of objection thereto and agrees to pay any deficiency that might result as the result of the construction ordered.

4. This agreement is executed by Ryan Waller, City Manager of City of Indianola, Iowa under the authority of a motion dated the _____ day of _____, 20 ____.

CITY OF INDIANOLA, IOWA

Ryan Waller
CITY MANAGER



Andrew Hart

STATE OF IOWA, WARREN COUNTY, ss:
On this _____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Andrew Hart to me known to be the identical person (s) named in and who executed this instrument and acknowledged that they executed the same as their voluntary act and deed.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

STATE OF IOWA, WARREN COUNTY, ss:
On this _____ day of _____, 20 ____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Waller, to me personally known, who being by me duly sworn, did say that he is the City Manager of the City of Indianola, Iowa, who executed this instrument, that the seal affixed thereto is the seal of the City; that the instrument was signed and sealed on behalf of the City by authority of its council; and that _____ as such officer acknowledged the execution of the instrument to be the voluntary act and deed of the City, by it and by them voluntarily executed.

NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

Meeting Date: 10/02/2017

Subject

Resolution approving salaries

Information

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

Michele Burkhart-Patrick, Library Director, from CE 11-1 \$70,068/year to CE 11-2 \$72,215/year effective September 17, 2017

Roll call is in order.

Fiscal Impact

Attachments

PCN

Resolution



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Michele Burkhart-Patrick

Effective Date (must be at beginning of a pay period, except new hires): 9/17/17

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	Library Director	Library Director
STATUS	FT	FT
PAY RANGE	CE11-1	CE11-2
PAY RATE W/OUT LONGEVITY	70,068 / 33.686	72,215 / 34.719
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	NA	NA
EXEMPT/NONEXEMPT	Exempt	Exempt
DEPARTMENT NAME	Library	Library
ACCOUNT NUMBER		
FTE	1.0	1.0
UNION STATUS	City Non Union X City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union X 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: _____

Human Resources: Melissa Haley

Date: 9/22/17

Finance (pay changes only): [Signature]

Date: 9/22/17

Library Board Chair: Patricia Bur

Date: 9.25.17

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:

Michele Burkhart-Patrick, Library Director, from CE 11-1 \$70,068/year to CE 11-2 \$72,215/year effective September 17, 2017

Passed and approved on the 2nd day of October, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 10/02/2017

Subject

Consider motion to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 10/02/2017

Subject

Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.
