



CITY OF INDIANOLA COUNCIL MEETING

September 21, 2015

7:00 p.m.

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approve agenda
 - B. September 8, 2015 Minutes
 - C. Applications
 1. A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for The Hide Out - 204 E. Clinton Avenue
 - D. Set October 5, 2015 as a public hearing and first consideration to amend the sign ordinance
 - E. Set October 5, 2015 as a public hearing for a sign exemption request from Gary Ripperger at 205 S. Howard
* Request is to place a ground sign 2' from the property line - code requires 20'
 - F. Resolution authorizing execution of professional service agreement with HR Green, Inc. in an amount of \$38,400 engineering proposal for the Sanitary Force Main Repair
 - G. Resolution approving listing agreement with Iowa Realty for the sale of real estate owned by the City of Indianola
 - H. Sidewalk waiver (no curb and gutter) for Lot 7 Wesley Corners and Lot 1 and 33 Deer Creek Subdivision Plat 1
 - I. IDOT temporary easement purchase agreement
* Temporary easement will be located at 410 S. Jefferson Way
 - J. RAS Pumping Improvements - project acceptance and retainage payment of \$8,250.00 in 30 days

- K.** Street closure request from Park and Recreation for their annual Children's Costume Party and Parade - October 31, 2015 from 7:00 a.m. - 1:00 p.m. - will close the inside lanes around the square
 - L.** Street usage request from the Indianola High School Student Council - Homecoming Parade - October 1, 2015 from 4:00 p.m. - 7:30 p.m. - parade route includes starting at the Indianola High School, west on Ashland, south on Buxton, east on Salem, south on First Street then east on First Avenue
 - M.** Claims on the computer printout for September 21, 2015 and August 2015 receipts
- 6.** Council Representative Reports
 - A.** Indianola School District Community Report - Pam Pepper
 - B.** Metro Advisory - Mayor Shaw and Eric Mathieu
 - C.** WCEDC
 - D.** Greater Des Moines Convention Report - Eric Mathieu
- 7.** Council Reports
 - A.** City Treasurer's Report - Doug Shull
- 8.** Mayor's Report - Kelly Shaw
 - A.** Consider approval of the Strategic Plan
 - B.** Community Update
- 9.** Public Consideration
 - A.** Old Business
 - 1.** Final consideration of a request from Steve Darr of Deer Run Golf Course to rezone a portion of Lot 3 of the Deer Run Subdivision from C-2 (Highway Commercial) to R-5 (Planned Residential District) and locally known as the 300 to 400 Block of South Y Street (P&Z approved unanimously on July 14, 2015)
 - 2.** Hillcrest Urban Renewal Area
 - a.** Public hearing on the proposal to enter into a Development Agreement with Indianola IA Lodging, LLC
 - b.** Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Indianola IA Lodging LLC
 - 3.** Consider resolution on the public referendum to authorize the imposition of a local sales and service tax in the City of Indianola, Iowa
 - B.** New Business
 - 1.** Consider approval of the final plat of Deer Run Plat 7 (P&Z approved unanimously on September 8, 2015)
 - 2.** Consider resolution approving the IDOT Street Finance Report

3. Consider resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of the nuisance abatement against property
10. Other Business
11. Adjourn

Information

Subject
September 8, 2015 Minutes

Information

Attachments

Minutes

REGULAR SESSION – SEPTEMBER 8, 2015

The City Council met in regular session at 6:00 p.m. on September 8, 2015. Mayor Pro Tem Eric Mathieu called the meeting to order and on roll call the following members were present: Greg Marchant, Eric Mathieu, John Parker, Pam Pepper, Brad Ross and Greta Southall. Absent: Mayor Kelly Shaw.

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

Approve agenda

August 17 and 31, 2015 Minutes

Application- A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Saint Thomas Aquinas Church - 210 R63 Hwy

Simmering-Cory, Inc. proposal of not to exceed \$4,500 to prepare the Unified Urban Renewal Amendment

Purchase of a Lifeline ambulance for \$194,317

Authorize past due sewer, recycling and storm water fee balances to be sent to the State Off-Set Program for collection - sewer \$6,145.16, recycling \$726.13 and storm water fee \$179.26

Prior approval applications for urban revitalization designation

Autumn Ridge Development – 400 S. 8th Ct. #41 – SFD - \$140,300

Drake Homes – 803 E. Trail Ridge Place – SFD - \$162,400

Steger Construction – 805 Summit Place – SFD - \$156,500

Aaron & Erin Freeberg – 409 R-63 Hwy – SFD - \$219,900

Final approval applications for urban revitalization designation

Drake Homes – 808 E. Scenic Valley Ct. – SFD - \$184,000

Drake Homes – 2206 N. 9th Street – SFD - \$167,000

Van Dam Construction – 801 North “W” Street – SFD - \$198,500

Steger Construction – 1313 S. “O” Street – SFD - \$156,500

Claims on the computer printout for September 8, 2015

Council member Pepper moved to amend and approve the following Resolution Approving Personnel Salaries specifying that Chris Des Planques is appointed as interim City Manager. Council member Marchant seconded the motion. On roll call the vote was, AYES: Mathieu, Southall, Parker, Ross, Marchant and Pepper. NAYS: None. Whereupon the Mayor Pro Tem declared the motion carried unanimously and the following resolution duly adopted:

RESOLUTION APPROVING SALARIES

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

Mike Metcalf presented the second quarter safety report.

Mayor Pro Tem Mathieu proclaimed September 15, 2015 as Indianola Dot Day.

It was moved by Parker and seconded by Marchant to approve the second consideration of a request from Steve Darr of Deer Run Golf Course to rezone a portion of Lot 3 of the Deer Run Subdivision from C-2 (Highway Commercial) to R-5 (Planned Residential District) and locally known as the 300 to 400 Block of South Y Street. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

Brad Lyons, HR Green, discussed the options to repair the exposed force main at air relief structure no. 2 (Plainview Sanitary Lift Station). A motion was made by Parker and seconded by Pepper to authorize HR Green to proceed with the Sanitary Force Main Replacement Project with an estimated cost of \$258,800. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING, September 21, 2015, ON THE PROPOSAL TO ENTER INTO A FORGIVABLE LOAN AGREEMENT WITH INDIANOLA IA LODGING, LLC, AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member Pepper seconded the motion to adopt. The roll was called and the vote was, AYES: Ross, Marchant, Pepper, Mathieu, Southall and Parker. NAYS: None. Whereupon, the Mayor Pro Tem declared the Resolution duly adopted as follows:

RESOLUTION NO. 2015-27

RESOLUTION FIXING DATE FOR A PUBLIC HEARING,
September 21, 2015, ON THE PROPOSAL TO ENTER INTO A
FORGIVABLE LOAN AGREEMENT WITH INDIANOLA IA
LODGING, LLC, AND PROVIDING FOR PUBLICATION OF
NOTICE THEREOF

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

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

Eric Mathieu, Mayor Pro Tem

Diana Bowlin, City Clerk

Meeting Date: 09/21/2015

Information

Subject

A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for The Hide Out - 204 E. Clinton Avenue

Information

This is a renewal of The Hide Out's liquor license located at 204 E. Clinton Avenue. All the paperwork is in order and staff has approved.

FYI - We now have a new software program for staff to approve liquor license, there will now just be an "X" either approving or disapproving the license.

Attachments

The Hide Out Permit

August 11, 2015

NAME OF APPLICANT: The Hide Out – 204 E. Clinton

TYPE OF LICENSE/PERMIT: Class “C” Liquor License, Outdoor Area and Sunday Sales

	<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 (LC0041183)

Name of Applicant: <u>Bush's Place LLC</u>		
Name of Business (DBA): <u>The Hide Out</u>		
Address of Premises: <u>204 E Clinton Ave</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business	<u>(515) 710-0049</u>	
Mailing	<u>204 E Clinton Ave</u>	
City <u>Indianola</u>	State <u>IA</u>	Zip: <u>50125</u>

Contact Person

Name	<u>Tina Bush</u>		
Phone:	<u>(515) 710-0049</u>	Email	<u>tbush2263@gmail.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 09/25/2015

Expiration Date: 09/24/2016

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Tina Bush

First Name:	<u>Tina</u>	Last Name:	<u>Bush</u>	
City:	<u>Indianola</u>	State:	<u>Iowa</u>	Zip: <u>50125</u>
Position:	<u>Owner</u>			
% of Ownership:	<u>51.00%</u>	U.S. Citizen:	<u>Yes</u>	

Michael Bush

First Name:	<u>Michael</u>	Last Name:	<u>Bush</u>	
City:	<u>Indianola</u>	State:	<u>Iowa</u>	Zip: <u>50125</u>
Position:	<u>Co-owner</u>			
% of Ownership:	<u>49.00%</u>	U.S. Citizen:	<u>Yes</u>	

Insurance Company Information

Insurance Company:	<u>Illinois Casualty Co</u>
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Insurance Company: Illinois Casualty Co

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Information

Subject

Set October 5, 2015 as a public hearing and first consideration to amend the sign ordinance

Information

Council needs to set October 5, 2015 as the public hearing and first consideration to amend the sign ordinance regarding nonconforming signs. The amendment will delete the current language in subsection 155.20 (see packet) and replaced with the following language:

1. Every sign or other advertising structure lawfully in existence on July 1, 2015, but which is prohibited by the terms and conditions of this chapter, shall not be altered or moved except in compliance with this chapter. Provided, however, an existing sign or structure in an unsafe condition may be reconstructed to a safe condition that does not increase its height or area and meets all other requirements reasonably determined by the Community Development Department.
2. Notwithstanding the foregoing, an application for Exemption as provided in Section 155.22 must be filed with the Administrative Officer and approved by City Council prior to reconstruction.

Attachments

Current City Code 155.20
Ordinance

or person in possession of said premises, and each of them, to remove such sign forthwith.

155.16 DATE TO BE POSTED. Every sign or other advertising structure hereafter erected shall have painted in a conspicuous place thereon, the date of erection.

155.17 RIGHT OF ENTRY. Subject to constitutional limitations and upon presentation of proper credentials, the administrative officer or any duly authorized representatives may enter at reasonable times any building, structure or premises in the City to perform any duty imposed upon the administrative officer by this chapter.

155.18 INSPECTION. All signs for which a permit is required by this chapter or any ordinance of the City shall be subject to inspection by the administrative officer. Footing inspections will be required for all ground signs. Electric signs shall be inspected before erection.

155.19 UNSAFE OR UNLAWFUL SIGNS. If the administrative officer finds that any sign or other advertising structure regulated herein is unsafe or insecure, or is a menace to the public, or has been constructed or erected or is being maintained in violation of the provisions of this chapter, the administrative officer shall give written notice to the permittee thereof. If the permittee fails to remove or alter the structure so as to comply with the standards herein set forth within ten (10) days after such notice, such sign or other advertising structure may be removed or altered to comply, by the administrative officer at the expense of the permittee or owner of the property upon which it is located. The administrative officer shall recommend to the City Manager the revocation of the permit covering such sign or other structure regulated herein, and thereupon said permit may be revoked by order of the Council. The administrative officer may cause any sign or other advertising structure which is an immediate peril to persons or property to be removed summarily and without notice. Existing signs shall comply with the provisions of this section.

155.20 NONCONFORMING SIGNS. Every sign or other advertising structure lawfully in existence on November 5, 1984, but which is prohibited by the terms and conditions of this chapter, shall not be altered or moved unless it be made to comply with the provisions of this chapter.

155.21 REMOVAL OF IRRELEVANT SIGNS. Any sign now or hereafter existing which no longer advertises a bona fide business conducted, or a product sold, shall be taken down and removed by the owner, agent or person having the use of the building or structure upon which such sign may be found, within ten (10) days after written notification from the administrative officer, and upon failure to comply with such notice within the time specified in such order, the administrative officer is hereby authorized to cause removal of such sign, and any expense incident thereto shall be paid by the owner of the building or structure to which such sign is attached.

ORDINANCE NO. 2015-_____

**AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE
CITY OF INDIANOLA, IOWA, CHAPTER 155 "SIGN CODE"
REGARDING NONCONFORMING SIGNS**

WHEREAS, the Indianola Code of Ordinances prohibits the alteration or moving of certain nonconforming signs; and

WHEREAS, maintaining nonconforming signs in a good condition is important to the City's image and future development, and in the best long-term economic and social interests of the City's current and future residents; and

WHEREAS, the City Council of the City of Indianola, Iowa, now deems it necessary and proper to amend the Code of Ordinances to allow the maintenance of nonconforming signs under certain terms and conditions.

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by deleting the current subsection and substituting the following new subsection with underlined language to Chapter 155.20, "Nonconforming Signs"

155.20 Nonconforming Signs.

1. Every sign or other advertising structure lawfully in existence on July 1, 2015, but which is prohibited by the terms and conditions of this chapter, shall not be altered or moved except in compliance with this chapter. Provided, however, an existing sign or structure in an unsafe condition may be reconstructed to a safe condition that does not increase its height or area and meets all other requirements reasonably determined by the Community Development Department.
2. Notwithstanding the foregoing, an application for Exemption as provided in Section 155.22 must be filed with the Administrative Officer and approved by City Council prior to reconstruction.

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

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

PASSED AND APPROVED this ____ day of _____, 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/21/2015

Information

Subject

Set October 5, 2015 as a public hearing for a sign exemption request from Gary Ripperger at 205 S. Howard
* Request is to place a ground sign 2' from the property line - code requires 20'

Information

Council needs to set October 5, 2015 as a public hearing (no additional readings) for Gary Ripperger's request (packet) to allow a ground sign be placed 2' from the property line - code requires 20' (packet).

Attachments

Sign Exemption

Ordinance

Sign Permit # _____

Applicant/Owner		Erector	
Name	GARY RIPPERGER	Name	SAME
Address	205 SOUTH HOWARD	Address	
City	INDIANOLA	City	
Phone	515-250-1421	Phone	
Address of Sign Location: 205 SOUTH HOWARD			

Description of Work (circle) Erect Alter Repair Maintain Remove

Type of Sign (circle)	Canopy	Wall	*Temporary	Awning	
Marquee	Free Standing	Pole	Ground	Electric – Yes	No

Size of Sign Length 4' Height 4' Sq Ft. 16 Weight _____ Zone C-3

Height of bottom edge: Above Ground 2' Height of Top Edge 6'

Materials of construction

FACE FRAME SUPPORTS Public Liability
Wood _____ Wood X _____ Wall X _____ insurance required
Plastic X _____ Metal _____ Metal _____ Yes X No _____
Other _____ Other _____ Other _____

*Temp Sign Issued

Remove By

Initial

Lot Plan – Show property lines, buildings/structures in the immediate area and the sign location.	List below type, size, area and location of each existing sign or affected building and or property frontage																								
	<table border="1"> <thead> <tr> <th>Location</th> <th>Type</th> <th>Size</th> <th>Area (sq ft)</th> </tr> </thead> <tbody> <tr> <td colspan="4">1. _____</td> </tr> <tr> <td colspan="4">2. _____</td> </tr> <tr> <td colspan="4">3. _____</td> </tr> <tr> <td colspan="4">(Official use only) Erected signs _____</td> </tr> <tr> <td colspan="4">(Official use only) Total _____</td> </tr> </tbody> </table>	Location	Type	Size	Area (sq ft)	1. _____				2. _____				3. _____				(Official use only) Erected signs _____				(Official use only) Total _____			
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1. _____																									
2. _____																									
3. _____																									
(Official use only) Erected signs _____																									
(Official use only) Total _____																									
	State what the sign will indicate below																								

If required, please attach two ink drawings showing the plans, specifications and method of construction for the sign(s). Attention should be given to the drawings to show the method of attaching the sign to the building or the method of supporting the sign from the ground.

I hereby acknowledge that I have read this application that it is correct and I agree to comply with all city ordinances and state laws regulating signs and billboards.

(Sign erector or authorized agent)

(Date)

\$ _____
(Amount)

Plan Reviewed by _____
(Date) _____

Receipt No. _____ Approved _____ Denied _____

Community Development Director

9-15-15

To: Indianola Mayor-City Council
Attn: Chuck Burgin

This letter is a request for a sign permit exemption, as it relates to Sec 155.22 of the City code. The problem is not the size nor style(see photo), but the location. The above section states that it must be 20' from the sidewalk, as I understand the rule.

The following is a little data on the actual sign so you know the quality. It was created professionally of non-deteriorating material. It is 4ft by 4ft and will be secured to two 6 X 6 ft weather treated posts, buried to a depth of 40 inches, each post will contain 4 bags of concrete to secure it from wind etc. I plan to place a nice landscaped shrubbery garden around it with edging stones, to accentuate the beauty. See photo of created but not yet installed actual sign. It is designed to color blend with the building. It will stand about 6ft high.

I have attached a map of approximate dimensions of the building and grounds and highlighted in yellow the sign location I wish. The following are some reasons I feel an exemption might be offered:

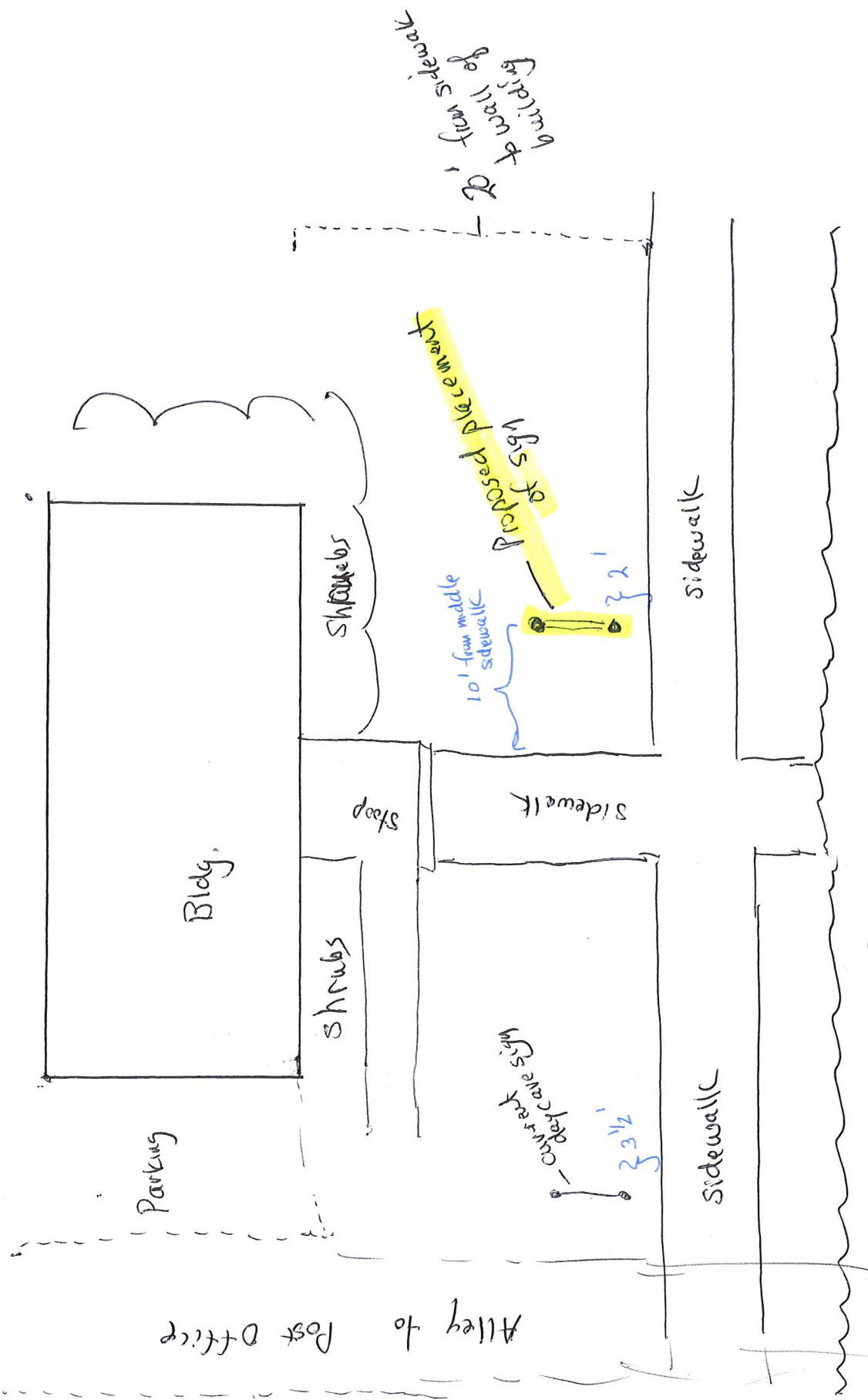
1. 20 ft from the sidewalk will put it inside my picture window on the east side of building.
2. It is a beautiful sign and will accentuate the neighborhood
3. It does not block traffic sight of people pulling out of the alley, nor does it interfere with people on sidewalk.
4. Several other signs already on that block are in similar locations:
 - a. The church has a sign directing traffic, 2 1/2 ft from their sidewalk
 - b. The preschool sign is 3 1/2 ft from the sidewalk
 - c. Edward Jones parking sign is 1 1/2 ft from their sidewalk

Thank you for your consideration.



Gary Ripperger, Ripperger Insurance Services

Ripperger Ins. Services 205 S. Howard



S. Howard St.



HOMETOWN

INSURANCE

≈ 205 ≈

SOUTH HOWARD ST.

- (2) Are not within twenty-five (25) feet of an "A" or "R" district.
- (3) Are not within twenty-five (25) feet of another sign, except electronic video signs.
- (4) Do not exceed one hundred fifty (150) square feet in area, or cover more than fifteen percent (15%) of the building face it covers.
- (5) No electronic video signs are permitted in a required front or side yard.

B. Temporary signs advertising the sale or lease of the premises, not exceeding thirty-two (32) square feet in area.

C. All ground signs that are between the height of two (2) feet and ten (10) feet shall be erected no closer than twenty (20) feet from the front property line. The height shall be measured from the center of the street or the ground immediately under the sign, whichever is lower in elevation. All ground signs shall have a maximum area of 100 square feet per side, except for electronic video signs which shall not exceed 3 square feet.

(Ord. 1399 - Feb. 08 Supp.)

D. Prior to erection, relocation or alteration of any roof sign, the Council shall hold a public hearing. Notice thereof shall be at least four (4) days, but not more than twenty (20) days in advance of the hearing by a single publication in a newspaper of general circulation within the City. The following restrictions shall apply:

- (1) Roof signs are permitted within C-2 (Highway Commercial) zoning only.
- (2) No ground and/or pole sign shall be allowed in conjunction with a roof sign.
- (3) The maximum area of any roof sign shall not exceed 48 square feet.
- (4) No portion of the entire roof sign shall extend more than six (6) feet above the highest portion of the roof and not more than twenty-five (25) feet above the ground.
- (5) Roof signs shall be allowed only on single story structures.
- (6) Specific engineering for compliance with building code requirements shall be submitted.
- (7) All roof signs must be designed and installed by an approved sign company. Construction details and architectural

Meeting Date: 09/21/2015

Information**Subject**

Resolution authorizing execution of professional service agreement with HR Green, Inc. in an amount of \$38,400 engineering proposal for the Sanitary Force Main Repair

Information

In your packet is the resolution approving the engineering proposal (packet) for the Sanitary Force Main Repair from HR Green in an amount of \$38,400. This amount includes:

- Review available construction record documents and operating conditions for the exiting South Wastewater Plant Sanitary Force Main
- Prepare conceptual drawings
- Assist with bidding the project
- Assist with construction phase services

Tentative schedule:

Prepare & submit conceptual drawings	September 18, 2015
Complete bidding documents	October 16, 2015
Council approves resolution ordering construction, fixes a date for public hearing and taking of bids	October 19, 2015
Advertise for bids	October 28, 2015
Pre-bid meeting	November 3, 2015
Bid date	November 10, 2015
Public hearing, acceptance of bids, award of contract	November 16, 2015
Council approves resolution approving contract and bond	December 7, 2015
Construction start date	December 8, 2015
Substantial completion	January 29, 2016
Anticipated final site restoration & seeding	Spring 2016

Attachments

Resolution

Engineering Agreement

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING EXECUTION OF PROFESSIONAL SERVICES AGREEMENT WITH HR GREEN, INC. FOR FORCE MAIN PROJECT

WHEREAS, on September 8, 2015 the City Council of Indianola authorized HR Green, Inc. to proceed with a project to protect an exposed sanitary sewer force main; and

WHEREAS, the Professional Services Agreement with HR Green, Inc. was required to be executed in order for the project to proceed immediately to avoid winter surcharges for construction activity; and

WHEREAS, the Mayor proceeded to sign said Professional Services Agreement and is now requesting Council confirmation of said action.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that the Professional Services Agreement with HR Green, Inc. is hereby approved and the actions of the Mayor in executing said Agreement are hereby authorized and confirmed.

APPROVED this 21st day of September 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



PROFESSIONAL SERVICES AGREEMENT

For

Indianola Sanitary Force Main Repair 2015

Chris DesPlanques, Acting City Manager/Director of Finance
City of Indianola
110 North 1st Street
P.O. Box 299
Indianola, Iowa 50125
515-961-9410

Brad W. Lyons, PE, Project Manager
HR Green, Inc.
5525 Merle Hay Road, Suite 200
Johnston, Iowa 50131

HR Green Project Number: 40150036

September 9, 2015
(Schedule revised September 17, 2015)

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
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4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	CLIENT RESPONSIBILITIES
6.0	PROFESSIONAL SERVICES FEE
7.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between CITY OF INDIANOLA, IOWA (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

Storms of September 2014, June 2015 and July 2015 produced flash flood conditions in the "Unnamed Tributary to South River" adjacent to Air Relief Structure No. 2, which is located south of the Plainview Lift Station. These flash flood events cause severe erosion to the west stream bank and exposed approximately 40 feet of 10-inch diameter ductile iron sanitary force main. Mitigation of the exposure is necessary to restore cover over the pipeline and protect against damage from winter freezing or debris washing down the stream.

1.2 Design Criteria/Assumptions

COMPANY prepared a letter report entitled "Exposed Force Main at Air Relief Structure No. 2, Plainview Sanitary Lift Station, Review of Mitigation Options and Recommendation's" as dated July 13, 2015. This evaluation summarized three mitigation options and their associated project budget recommendations, which were presented the CLIENT at a Council Study Meeting on July 20, 2015. After more recent storms in late July 2015, COMPANY met with CLIENT staff to review additional stream bank erosion and discuss options for mitigation of the exposed pipeline. A summary memo of site observations was prepared by COMPANY as dated September 3, 2015 and discussed with the CLIENT at the September 8, 2015 City Council Meeting.

We understand the CLIENT to concur with COMPANY'S recommendation to replace the exposed ductile iron pipe (DIP) pipeline with a high density polyethylene (HDPE) sanitary force main, which can be installed through directional drilling technology. The intent of pipeline replacement is to install a new sanitary force main with sufficient depth and alignment to minimize potential risk of future exposure should future storms generate additional flash flood and high-energy erosion conditions within the stream.

2.0 Scope of Services

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

- Review available construction record documents and operating conditions for the existing South Wastewater Plant Sanitary Force Main.
- Prepare conceptual drawings for force main replacement and review with CLIENT.
- Complete 50% design documents for force main replacement and review with CLIENT, including:
 - o Preliminary plans and specifications
 - o Identification of temporary work space and access route requirements
 - o Preliminary opinion of probable construction cost
 - o Draft construction sequence
- Incorporate changes and complete 90% design documents for force main replacement and review with CLIENT.

- Incorporate final review comments and finalize design documents for bidding.
- Assist the CLIENT with bidding the project, including:
 - o Responding to bidding questions
 - o Preparing addenda
 - o Assisting with bid opening
 - o Making a formal recommendation regarding the bidding
 - o Attend City Council Meeting to present recommendations
- Assist the CLIENT with Construction Phase Services, including:
 - o Pre-Construction Conference with CLIENT and the selected Contractor
 - o Shop drawing and submittal review
 - o Interpret contract documents
 - o Review Pay Requests
 - o Attend regular Progress Meetings
 - o Provide limited site Resident Observation services (80 hours) throughout the Construction

3.0 Deliverables and Schedules Included in this Agreement (revised 9/17/15)

The intent of this project is to mitigate exposure of the sanitary force main before January 29, 2016 to limit the risk of winter freezing conditions. The following schedule outlines major milestones in the anticipated design, bidding and construction process:

- Authorization to Proceed with Engineering Services: September 10, 2015
 - o Formal Council Approval of PSA: September 21, 2015
- Complete review of available construction records: September 18, 2015
- Prepare and submit conceptual drawings for review: September 18, 2015
 - o CLIENT to coordinate access route selection and permission(s)
 - o CLIENT to coordinate temporary work space permission(s)
 - o CLIENT to confirm proposed construction schedule
- Complete 50% design documents for review: October 2, 2015
 - o CLIENT to review
- Complete 90% design documents for review: October 9, 2015
 - o CLIENT to review
- Complete bidding documents: October 16, 2015
- CLIENT to authorize project bid at City Council Meeting: October 19, 2015
 - o Council approves Resolution, which...
 - Orders construction of the project
 - Fixes a date for the Public Hearing
 - Orders publication of Notice of Bidding/Public Hearing

- COMPANY to provide Notice of Bidding/Public Hearing: October 20, 2015
 - o Engineer produces bid documents for project
 - o Engineer contacts local contractors to advise of project
- CLIENT to submit Notice of Bidding/Public Hearing: October 21, 2015
- Newspaper publishes Notice of Bidding/Public Hearing: October 28, 2015
- Prebid Meeting with interested contractors November 3, 2015
 - o City to coordinate access to project site
- Bid Date: November 10, 2015
 - o Engineer Reviews Bids/Submits Recommendations: November 11, 2015
- Public Hearing and Acceptance of Bids November 16, 2015
 - o Council holds Public Hearing on Project
 - o Council approves Resolution proceeding with Project
 - o Council receives Bid Summary and Recommendations
 - o Council approves Resolution awarding Contract
- Selected Contractor submits Contract, Bonds, Insurance: November 24, 2015
- CLIENT Approves Contract at City Council Meeting: December 7, 2015
 - o Council receives signed Contract, Bonds and Insurance
 - o Council approves Resolution approving Construction Contract
- CLIENT issues Notice to Proceed: December 8, 2015
- Construction Start Date: December 8, 2015
- Substantial Completion Date: January 29, 2016
- Anticipated final site restoration and seeding: Spring 2016

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

- Boundary and topographic surveys that may be required to identify property lines, limits of existing rights-of-way or easements, temporary work space areas and access roads, horizontal and/or vertical project control, construction staking, and other professional survey related services.
- Soil borings and geotechnical evaluations of existing soil conditions.

- Regulatory approval or permitting assistance more than identified in the Scope of Services section above.
- Resident observation of the work other than identified in the Scope of Services above shall be provided by the CLIENT.
- Evaluation of unusually complex or unreasonably numerous claims submitted by Contractor or others in connection with the work.

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

5.0 Client Responsibilities

The following items are understood to be provided by the CLIENT:

- CLIENT will provide pertinent drawings, reports, lift station records, data, maps, benchmarks, and utility information for the project as available and described herein.
- Topographic survey of the project area, as needed. The design intent is to scan original construction records and note alignment and elevation requirements for the replacement pipeline on those original reference drawings. Additional topographic survey is not anticipated for the purposes of design and bidding.
- Prompt review of drawings, specifications, sketches, and information submitted by the COMPANY.
- Legal review of information as needed by the project. In particular, access to the project work area is approximately ½-mile from the nearest paved road. CLIENT will provide review of property ownership, identify existing rights-of-way and/or permanent easements, secure agreements with affected property owners for temporary access and construction activities, and be responsible for other such legal and site access issues outside the scope of the COMPANY and/or the selected Contractor.
- CLIENT to identifying operational requirements and procedures for taking the South Wastewater Plant Sanitary Force Main offline for final construction tie-ins. CLIENT to assist COMPANY in developing a sequence of construction that can be included in the bidding documents for reference by Bidders.
- Designated representative to be line of communications for questions, decisions, etc. for COMPANY to contact for information.

6.0 Professional Services Fee

6.1 Fees

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

reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

6.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

6.3 Extra Services

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

6.4 Exclusion

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

6.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Lump sum in the amount of \$38,400.00

7.0 Terms and Conditions

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

7.1 Standard of Care

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

7.2 Entire Agreement

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

7.3 Time Limit and Commencement of Services

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

7.4 Suspension of Services

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

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

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

7.5 Book of Account

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

7.6 Insurance

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

7.7 Termination or Abandonment

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

services performed during such phase shall be based on COMPANY's reasonable estimate of the portion of such phase completed prior to said termination, plus a reasonable amount to reimburse COMPANY for termination costs.

7.8 Waiver

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

7.9 Severability

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

7.10 Successors and Assigns

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

7.11 Third-Party Beneficiaries

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

7.12 Governing Law and Jurisdiction

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

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

7.13 Dispute Resolution

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

7.14 Attorney's Fees

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

7.15 Ownership of Instruments of Service

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

7.16 Reuse of Documents

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

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

7.17 Failure to Abide by Design Documents or To Obtain Guidance

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

7.18 Opinion of Probable Construction Cost

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

7.19 Design Information in Electronic Form

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

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

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

7.20 Information Provided by Others

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

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

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

7.21 Force Majeure

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

7.22 Job Site Visits and Safety

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

7.23 Hazardous Materials

CLIENT hereby understands and agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold COMPANY, its officers, directors, employees, and consultants, harmless from and against any and all claims, damages,

and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

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

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

7.24 Certificate of Merit

The CLIENT shall make no claim for professional negligence, either directly or in a third party claim, against COMPANY unless the CLIENT has first provided COMPANY with a written certification executed by an independent design professional currently practicing in the same discipline as COMPANY and licensed in the State in which the claim arises. This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a Design Professional performing professional services under similar circumstances; and c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to COMPANY not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any judicial proceeding.

7.25 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and subconsultants shall not exceed \$50,000.00, or the COMPANY'S total fee for services rendered on this Project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

7.26 Construction Observation

COMPANY shall visit the project at appropriate intervals (as described in the scope of services) during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. The CLIENT has not retained COMPANY to make detailed inspections or to provide exhaustive or continuous project review and observation services. COMPANY does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

If the CLIENT desires more extensive project observation or full-time project representation, the CLIENT shall request in writing such services be provided by COMPANY as Additional Services in accordance with the terms of the Agreement.

7.27 Municipal Advisor

The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their

independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Brad W. Lyons, PE
Project Manager

Approved by:

Printed/Typed Name: James R. Rasmussen, PE

Title: President – Water

Date: 9/9/15

CITY OF INDIANOLA, IOWA

Accepted by:

Printed/Typed Name: Chris DesPlages

Title: Interim City Manager

Date: 9/10/15

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Meeting Date: 09/21/2015

Information

Subject

Resolution approving listing agreement with Iowa Realty for the sale of real estate owned by the City of Indianola

Information

Council needs to consider the resolution and agreement (packet) approving to list real estate located at 204 North "C" Street with Iowa Realty.

Council approved a resolution (packet) on February 17, 2015 authorizing this property be marketed for sale, without agent or broker, to any and all interested bidders for ninety (90) days. The City has not been successful in marketing the property and believes it is in the best interest of the City to list the property with a local realtor.

Attachments

Resolution To List With Realtor

Agreement

Resolution Approved 021715

RESOLUTION NO. _____

**RESOLUTION APPROVING LISTING AGREEMENT WITH IOWA
REALTY FOR THE SALE OF REAL ESTATE OWNED BY THE CITY
OF INDIANOLA**

WHEREAS, in the fall of 2005, the City purchased certain real estate locally known as 204 North C Street and legally described as follows:

The North 67 feet of Lots 12, 14, 15, 16, and 17, in Block 6 of the Original Town Plat of Indianola, Iowa; and

WHEREAS, said real estate was purchased for future expansion of the Indianola Public Library; and

WHEREAS, on November 11, 2014, the Library Board of Trustees recognized that the aforementioned anticipated expansion of the Library would not happen within the next five years; and

WHEREAS, it is in the best interests of the City of Indianola that said real estate be put to its best and highest use by any potential investor; and

WHEREAS, the City of Indianola has not been successful in marketing the property and believes it is in the best interest of the City to list the property with a local realtor under the terms and conditions set out in Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, the City shall engage Iowa Realty to market the property in accordance with the Listing Agreement attached as Exhibit "A".

BE IT FURTHER RESOLVED that the Mayor is hereby authorized to execute the attached Listing Agreement and the City staff is authorized to do all things necessary to carry out the terms and conditions of said Agreement.

PASSED this __ day of _____, 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk



Seller's Agency Disclosure
(To be acknowledged by Seller during listing appointment)

Part 1



I. IF IOWA REALTY CO., INC., AS BROKER, LISTS YOUR PROPERTY FOR SALE:

- A. When an Iowa Realty agent lists a property for sale, it is the policy of Iowa Realty to appoint that agent to act solely on the Seller's behalf to the exclusion of all other affiliated agents of Iowa Realty. This is known as Appointed Agency.
- B. When an Iowa Realty Seller Appointed Agent lists a property but an outside brokerage firm procures the Buyer, it is the policy of Iowa Realty to exclusively represent the Seller. This is known as Single Agency.
- C. When an Iowa Realty Agent both lists and sells the same property, it is the policy of Iowa Realty to represent both Seller and Buyer as a Consensual Dual Agent. This is known as Consensual Dual Agency.

II. COOPERATING BROKERAGE ARRANGEMENTS:

An Exclusive Listing means that Seller contracts with Broker to be the sole brokerage they will contract with during the period of the listing agreement for sale of the Property. Seller agrees that Broker will cooperate with and may compensate other brokers, that Broker may utilize its own independent business judgment to determine the amount of compensation (if any or differing amounts) it will offer differing brokers. Broker will compensate other brokers in accordance with its then-current policy, which shall be available for Seller's review at Broker's corporate office. Other brokers are paid as broker for the Buyer and not as sub-agent of Iowa Realty.

III. DUTIES OF APPOINTED AGENT TO SELLER-CLIENT: Under Iowa law, Seller is considered to be a *client* of Appointed Agent because Seller has an agency agreement with Appointed Agent. Appointed Agent has the following duties to Seller as Appointed Agent's client:

- A. Place the client's interests ahead of the interests of any other party, unless loyalty to a client violates Appointed Agency's duties under the consensual dual agency provisions of Iowa Code or any other applicable law.
- B. Disclose to the client all information known by Appointed Agent that is material to the transaction and that is not known by the client or could not be discovered by the client through a reasonably diligent inspection.
- C. Fulfill any obligation that is within the scope of this Agency Disclosure, except those obligations that are inconsistent with other duties that Appointed Agent has under the Real Estate Brokers and Salespersons provisions of the Iowa Code or any other law.
- D. Disclose to a client any financial interests the Appointed Agent or Broker has in any business entity to which Appointed Agent or Broker refers a client for any service or product related to the transaction.

NOTE: Iowa Realty is an affiliate of HomeServices of America, Inc.

IV. APPOINTED AGENT'S DUTIES TO ALL PARTIES IN THE TRANSACTION: In providing brokerage services, Appointed Agent has the following duties to all parties to a sale or lease:

- A. Provide brokerage services to all parties to the transaction honestly and in good faith.
- B. Diligently exercise reasonable skill and care in providing brokerage services to all parties.
- C. Disclose to each party all material adverse facts that Appointed Agent knows except for the following:
 - 1. Material adverse facts known by the Buyer or Seller.
 - 2. Material adverse facts Buyer or Seller could discover through a reasonably diligent inspection, and which would be discovered by a reasonably prudent person under like or similar circumstances.
 - 3. Material adverse facts the disclosure of which is prohibited by law.
 - 4. Material adverse facts that are known to a person who conducts an inspection on behalf of the Buyer or Seller.
- D. Account for all property (money) coming into the possession of Broker or Appointed Agent that belongs to Buyer or Seller within a reasonable time of receiving the property.

V. IOWA REALTY'S APPOINTMENT OF AGENT TO ENTER INTO AN AGREEMENT:

All actively affiliated licensees with Iowa Realty are authorized to enter into agreements with Seller(s) for the listing of property. The nature of the agency into which affiliated licensees are authorized to enter are Appointed Agency, Single Agency, and Consensual Dual Agency.

I acknowledge receipt of a copy of this agency disclosure document before any *specific assistance* was offered by the licensee.

NOTE: PART 1 IS NOT A CONSENT FORM, IT IS ONLY A NOTICE OF IOWA REALTY'S AGENCY POLICIES.

X _____ Seller's Signature	_____ City of Indianola	X _____ Date	_____ Seller's Signature	_____ Date
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Page 1 of 3

I-30554 R 1-14

Serial#: 006866-100144-2331576

Prepared by: Karey Bishop | Iowa Realty - Indianola | kareybishop@iowarealty.com |

formsimplicity



Seller's Appointed Agency Agreement
(To be completed at time of listing and attached to listing agreement)

Part 2



Name(s) of Seller or Landlord:

City of Indianola

Address of Property:

204 North C Street Indianola, IA 50125

1. **BROKER:** Seller hereby designates Iowa Realty, herein referred to as Broker, the sole and exclusive right and authority to assist Seller in procuring a ready, willing, and able Buyer and to negotiate for terms and conditions agreed upon in the listing contract.
2. **APPOINTED AGENT(S):** With Seller's approval, appoints Karey Bishop *Appointed Agent*, a sales associate(s) affiliated with Broker, as the exclusive agent(s) of the Seller or Landlord (*both referred to as Seller or you*). Broker reserves the right to name additional Appointed Agents when in Broker's discretion it is necessary. If additional Appointed Agents are named, Seller shall be informed in writing within a reasonable time. Please note that a newly appointed or additionally Appointed Agent will not relieve the first Appointed Agent of any duties owed to the Seller.

Seller acknowledges that Seller's Appointed Agent may from time to time have another sales associate of Broker, who is not an Appointed Agent of the Seller, sit at an open house of Seller's property or provide similar support in the marketing of Seller's property. Seller understands and agrees that this agreement is a contract for Broker to market Seller's property and that Broker's Appointed Agent(s) is (are) the only agent(s) of Seller. Seller's Appointed Agent will be primarily responsible for the direct marketing and sale of Seller's property.

3. **TERM OF AGREEMENT:** This Agreement shall begin on X, 20____ and coincide with the termination date found on the listing contract or any extension thereof.
4. **APPOINTED AGENT'S ROLE AND DUTIES:** Appointed Agent will utilize his/her professional knowledge to make a good faith effort to market the property and to actively procure a ready, willing, and able Buyer. Seller acknowledges and agrees:
 - A. That Broker and/or Appointed Agent may have previously represented a Buyer who is interested in Seller's property. During that representation, Broker and/or Appointed Agent may have learned material information about the Buyer that is considered confidential. Under the law, neither Broker nor Appointed Agent may disclose any such confidential information to you even though the Broker and/or Appointed Agent now represent you as a Seller.
 - B. The other sales associates affiliated with Broker, other than Seller's Appointed Agent(s), may represent the actual or prospective Buyer of Seller's property. Further, Seller understands and agrees that if the property is sold through the efforts of a sales associate affiliated with Broker who represents a Buyer, the other sales associate affiliated with Broker will be acting as Buyer's Appointed Agent. Seller agrees that Broker may disburse part of any commission paid by Seller to a sales associate of Broker or outside Broker who exclusively represents the Buyer.
 - C. When Broker is the listing company, it is the policy of Broker to submit your listing to the Multiple Listing Service without an offer of subagency. It is also Broker's policy to reciprocate cooperation with a Buyer's broker.
 - D. Appointed Agent will accept delivery of and present to the client offers and counteroffers to buy, sell, rent, lease, or exchange the client's property or the property the client seeks to purchase or lease.
 - E. Appointed Agent will assist the client in developing, communicating, negotiating, and presenting offers or counteroffers until a rental agreement, lease, exchange agreement, offer to buy or sell, or purchase agreement is signed and all contingencies are satisfied or waived and the transaction is completed.
 - F. Appointed Agent will answer the client's questions relating to the brokerage agreements, listing agreements, offers, counteroffers, notices, and contingencies.
 - G. Appointed Agent will provide prospective Buyers access to listed properties.
5. **SELLER'S ROLE:** Appointed Agent and Seller agree that:
 - A. Items such as wall-to-wall carpeting, garage door openers, smoke detectors, built-in appliances, light fixtures, landscaping and many indoor and outdoor decorative items may legally be "fixtures", and if so they must remain with the house unless specifically excluded in the Purchase Agreement. (Discuss this matter with Appointed Agent to avoid uncertainty for all parties regarding what Seller may take and what should remain with the house, and make specific provisions for these items in the Purchase Agreement.)
 - B. **NON-DISCRIMINATION:** The parties understand and agree that it is illegal for either the Broker or Seller to refuse to display or sell Seller's property to any person on the basis of race, color, religion, sex, ancestry, handicap, familial status or national origin. The parties agree to comply with all applicable federal, state, and local fair housing laws.
6. **POSSIBILITY OF DUAL AGENCY:** You may want your Appointed Agent to procure a Buyer for the purchase or lease of your property. In that event, your Appointed Agent will undertake a dual representation which means he or she will represent both you and the Buyer for the sale or lease of your property.

Seller(s) Initials X

Seller(s) Initials _____

Page 2 of 3

I-30554 R 1-14

Serial#: 006866-100144-2331576

Prepared by: Karey Bishop | Iowa Realty - Indianola | kareybishop@iowarealty.com |

formsimplicity

Under Iowa law, Appointed Agent and/or any subsequently Appointed Agent(s) may represent both Seller and Buyer for the sale or lease of Seller's property if all the parties to the transaction consent. Seller(s) acknowledge they were informed of the possibility of this type of representation. Representing more than one party to a transaction could present some concern since both clients may rely upon Appointed Agent's advice and Buyer's and Seller's respective interests may be adverse to each other. Iowa Realty and Appointed Agent will endeavor to be impartial between both parties and will not represent the interest of either party to the exclusion or detriment of the other party. Appointed Agent will act as a dual agent only with the written consent of ALL parties in the transaction. In a Consensual Dual Agency situation:

- A. Agent **will not** represent the interest of either Buyer or Seller to the detriment of the other. Buyer and Seller shall primarily negotiate on their own behalf, and Appointed Agent shall cease to serve as either Seller's or Buyer's sole and exclusive agent and shall become a Consensual Dual Agent for both parties.
- B. Agent **will not** disclose to Buyer or Seller personal confidences posed by any other party, which might place that party at a disadvantage.
- C. In acting as a Consensual Dual Agent, Iowa law requires Agent to comply with the same duties to all parties as described in the agency disclosure portion of this Agreement. In addition, a Consensual Dual Agent **will**:
 1. Provide helpful information about the property and area to Buyer.
 2. Respond accurately to questions about the property.
 3. Disclose financial qualifications of Buyer to Seller.
 4. Explain real estate terms and procedures.
 5. Explain to Buyer the benefits of having the property inspected.
 6. Explain closing costs and procedures.
 7. Help the Buyer compare financing alternatives.
 8. Provide information about comparable properties so Seller and Buyer may make an educated decision on what price to accept or offer.
 9. Assist with the standard offer form that will include the necessary protections and disclosures for Seller and Buyer.
 10. Work diligently to facilitate the sale within the scope of an agent's expertise and recommend when outside experts should be retained.
- D. The following information **will not** be disclosed by Broker or Appointed Agent, acting as a Consensual Dual Agent *without the informed written consent* of the client to whom the information pertains.
 1. That Buyer is willing to pay more than the purchase price offered or accept less favorable terms than those indicated on the Buyer's initial offer to purchase; or that
 2. That Seller is willing to accept less than the agreed listing price or material terms other than those specified in the listing agreement; or
 3. The factors motivating the client to buy, sell or lease a property; or
 4. That Seller will agree to financing terms other than those offered.

7. PROHIBITED CONDUCT: In providing brokerage services, Appointed Agent shall not do either of the following:

- A. Accept, receive or charge an undisclosed fee or commission related to a transaction from any person other than the agreed parties, unless Appointed Agent has provided written notice to all parties to the transaction that an individual fee or commission will be accepted from such person.
- B. Act in a transaction on Appointed Agent's own behalf, on behalf of the Appointed Agent's immediate family or brokerage, or on behalf of an organization or business entity in which Appointed Agent has an interest, unless Appointed Agent has the written consent of all parties to the transaction.

8. FORM DOCUMENT COMPLETION: Seller requests that Iowa Realty or any of its employees, agents or associates select, prepare and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as purchase agreements, groundwater hazard, and declarations of value incident to a residential real estate transaction. Seller understands that Purchase Agreements are binding legal documents and competent legal advice should be sought before signing.

This contract shall be binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties hereto. This Agreement can only be amended by a writing signed by the parties.

BROKER: IOWA REALTY CO., INC.

	X	X		
Appointed Listing Agent	Karey Bishop	Date	Seller's Signature	City of Indianola
			Seller's Signature	Date



Affiliated Business Arrangement Disclosure Statement

To: City of Indianola Date: X

From: Iowa Realty

Property: 204 North C Street Indianola, IA 50125

This is to give you notice that Iowa Realty Co., Inc. doing business as Iowa Realty ("Iowa Realty"), HomeServices Lending, LLC, Iowa Title Company, Midland Escrow Services, Inc., and Iowa Realty Insurance Agency, Inc. are part of a family of companies, and each may refer to you the services of another. Iowa Realty, HomeServices Lending, LLC, Iowa Title Company, Midland Escrow Services, Inc., and Iowa Realty Insurance Agency, Inc., are each wholly owned by HomeServices of America, Inc. ("HSoA"), either directly or through one or more subsidiaries. In addition, Iowa Realty has a contractual relationship with Home Security of America, Inc. Because of these relationships, referrals to any of these companies by another may provide the referring company, HSoA and/or its affiliates with a financial or other benefit.

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Service Provider	Service Provided	HUD-1 Line	Charge or Range of Charges
HomeServices Lending, LLC	Loan Origination	(801)	\$445 - \$1,290 (except as limited by Iowa statute)
	Discount Points	(802)	0.0% - 4.0% of loan amount (optional) (except as limited by Iowa statute)
	Appraisal	(804)	\$230 - \$3,525
	Credit Report	(805)	\$9.75 - \$114.50
	Tax Service Fee	(806)	\$65 - \$110
	Flood Certification Fee	(807)	\$10 - \$30
Iowa Title Company	Abstract Lien Search of Borrower	(1102)	\$175 - \$300
	Update Abstract for Sellers	(1102)	\$450 - \$650
Midland Escrow Services, Inc.	Property Settlement Fee	(1102)	\$295 - \$575
	Closing Services Fee	(1102)	\$380 - \$750
Iowa Realty Insurance Agency, Inc.	Homeowner's Insurance	(903)	\$150 - \$2,500 annual premium, depending on product and associated risk assessments (e.g., age of home, credit score, past claims of the insured, etc.)
Home Security of America, Inc.	Home Warranty	(1303)	\$390 - \$1,200 depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form, and understand that I/we are being referred to the above-described services and any of these companies and/or their parents/subsidiaries/affiliates may receive a financial or other benefit as a result of any such referral.

X Signature City of Indianola (Date) X Signature (Date)

MIDLAND ESCROW SERVICES, INC.

Seller Settlement Services Agreement

MLS ID #: _____



Midland Escrow Services (MES) is an affiliated company of your real estate broker. MES will represent you, the seller, in the closing of your real estate transaction. Among the services MES will provide are the following:

- The abstract continuation will be ordered and routed to the Buyer's/Lender's attorney for examination of title unless otherwise specified.
- A Tax Proration Agreement will be prepared and/or reviewed for closing.
- Ground Water Hazard and Declaration of Value forms will be prepared and filed with the county recorder.
- Pest inspections will be ordered on your behalf in accordance with the terms of the Purchase Agreement.
- MES will facilitate obtaining necessary payoff statements on your behalf as authorized by you on the Mortgage Verification Form.
- As required by Iowa law, documents needed to transfer title such as Warranty Deeds, Real Estate Contracts and affidavits to clear title will be prepared under the supervision of an attorney and provided for your signatures. Such attorney fees will be collected at closing. You have the option to retain your own attorney to prepare or review any of these documents at your own expense. Please let us know within three (3) days of this letter if you want your own legal counsel to prepare or review any of these documents by faxing your request to 515-453-5776 or sending us an e-mail at mesadmin@midlandescrow.com.
- Required transfer documents will be routed to the County Recorder.
- Once all the funds to close have been collected, MES or the Buyer's lender will disburse the following:

- Seller's Proceeds
- Seller's Mortgage Payoff
- Real Estate Taxes Due
- Necessary County Recordings
- Payments to Third Party Providers

Please sign and date in the space below indicating your agreement to accept MES seller settlement services as outlined above. Further, you understand and agree to pay, at the time of closing, the MES fee of \$290 plus the fee to the attorney for preparation of legal documents, along with any additional fees related to the closing. Note: This fee structure does not apply to unrepresented sellers, short sales or REO properties.

204 North C Street				City of Indianola	
Property Address			Seller		Date
Indianola	IA	50125			
City	State	Zip	Seller		Date

G30605 R 1-15

MORTGAGE VERIFICATION FORM



MORTGAGE VERIFICATION FOR:

City of Indianola

BORROWER(S) (PROPERTY OWNER)

204 North C Street Indianola, IA 50125

PROPERTY ADDRESS (include City, State and Zip)

MORTGAGE LENDER #1:

X

X

LOAN NUMBER

X

PHONE NUMBER

X

LENDER ADDRESS (include City, State and Zip)

PLEASE INCLUDE ALL HOME EQUITY LOANS AND LINES OF CREDIT

MORTGAGE LENDER #2:

LOAN NUMBER

PHONE NUMBER

LENDER ADDRESS (include City, State and Zip)

MORTGAGE LENDER #3:

LOAN NUMBER

PHONE NUMBER

LENDER ADDRESS (include City, State and Zip)

Please use reverse side to list additional lender obligations.

We have listed for sale the above-referenced property that is secured by a mortgage with your institution. Please provide information regarding the payoff of this loan to the settlement agent requesting the payoff information. In the event this mortgage contains a prepayment penalty, this constitutes notice of the anticipated sale of this property.

By their signature, the undersigned authorizes the lender to release the above information, including specifically any payoff figures. **Further, borrower authorizes said lending institution to close all lines of credit which are a lien against the property referred above.**

X
Borrower-Seller City of Indianola

xxx-
Social Security No. (last six digits)

Borrower-Seller

xxx-
Social Security No. (last six digits)

Listing Agent Name (for reference): Karey Bishop



**LISTING AGREEMENT – EXCLUSIVE RIGHT TO SELL
RESIDENTIAL – CONDO/TOWNHOUSE – ACREAGE**



Executed at X _____, Iowa, on X _____, 20 _____ in consideration of your agreement to list and endeavor to sell, I hereby grant to you, a licensed real estate broker, the sole and exclusive right to sell the following real estate located in Warren County, Indianola, Iowa, locally known as 204 North C Street Indianola, IA 50125 and legally described as

set out on the MLS Data Sheet attached to this agreement.

FOR THE CASH PRICE OF _____ (\$X _____).

COMMISSION: Should the property or any part thereof be sold or exchanged or a buyer be found therefore by you or by any other person, at the price specified herein or any other price or terms I may authorize or accept, I agree to pay you at time of settlement total compensation consisting of a flat fee of \$140 and SEVEN PERCENT (7%) of the SALE PRICE. The flat fee portion of the broker's compensation is retained solely by you, the broker; the percentage portion is shared among Iowa Realty, its agents and cooperating brokers, if any. I will promptly deliver to you a complete abstract showing good and merchantable title to the date of transfer and execute a warranty deed to the property for delivery to the buyer, or enter into a contract for deed.

RESERVED ITEMS: The following items which would ordinarily be considered a part of the real estate shall not be included in the sale:

X _____
In order to exclude them from the sale, such items must also be excluded in the Purchase Agreement.

TERMINATION AND PROTECTION: This contract shall terminate at 11:59 p.m. on X _____, except that if the property shall be sold, or exchanged within one hundred eighty days after expiration or termination of this listing or any extension thereof to any party to whom I, you, or any other licensed real estate broker, or any other person has presented it while it is listed, I will pay you the commission specified above.

PEST INSPECTION: I authorize a wood-destroying insect inspection to be performed by your preferred provider at the time of an executed purchase agreement. If I do not want this inspection done, I will provide you with a current wood destroying insect inspection or a copy of a current contract for treatment of wood destroying insects.

LOCK-BOX: ☒ I DO ☐ I DO NOT (check one) want you to install a lock-box for the purposes of securing ingress and egress from my property.

MARKETING: In order to show the property, you and your agents shall have access to it at all reasonable times, and I will give you all possible assistance in selling the property. You and your contractors are authorized to take exterior and interior photographs of the property, and to use those photographs in print, internet, television and other media advertising at your discretion. I hereby release, indemnify and hold harmless Broker, its employees, agents and contractors from any and all liability or harm to me or the property arising out of the taking or use of the photographs. You are authorized to place a "For Sale" sign on the property. You are authorized and directed to submit the listing with the Multiple Listing Service of THE DES MOINES AREA ASSOCIATION OF REALTORS®, Inc. to be published and disseminated to its participants and to report to the Multiple Listing Service and its members, both before and after sale, any information concerning price and terms of sale, encumbrances and financing as they may request, subject to the following terms and conditions:

☒ This listing shall be designated as an Exclusive Right to Sell Listing which means that Seller contracts with Broker to be the sole brokerage they will contract with during the period of the listing agreement for sale of the Property. Seller agrees that Broker will cooperate with and may compensate other brokers, that Broker may utilize its own independent business judgment to determine the amount of compensation (if any or differing amounts) it will offer differing brokers. Broker will compensate other brokers in accordance with its then-current policy, which shall be available for Seller's review at Broker's corporate office. Other brokers are paid as broker for the buyer and not as sub-agent of Iowa Realty.

☐ This listing shall be designated as an office exclusive listing. We authorize the listing broker as the exclusive entity to sell our property. We do not authorize cooperation with or compensation to any other broker. Our authorization to submit this listing to the Multiple Listing Service of THE DES MOINES AREA ASSOCIATION OF REALTORS®, Incorporated does not include authorization for that entity to disseminate such information to other brokers except after the property is sold.

Seller(s) Initials X _____

CLOSING: I authorize escrow and/or closing services for the sale of the property to be provided by (check one) ☒ Midland Escrow Services ☐ Other: _____ (name of service provider).

NON-DISCRIMINATION: This property is offered without regard to race, color, sex, creed, religion, national origin, handicap or familial status.

BREACH: Should a bona fide offer be made by a ready, willing and able buyer meeting the terms of this contract and I FAIL TO ACCEPT SUCH OFFER, I shall pay the agreed commission on the offer demand. Should a bona fide offer be made by a ready, willing and able buyer at the price specified herein or any other price or terms which I may not wish to accept and I fail to fulfill the terms of that purchase agreement, then I shall pay you the agreed commission and agree to pay your attorney fees and costs in a reasonable full commission for any reason and hereby assign our proceeds from the sale of all property to you in the amount of your commission.

ARBITRATION: Marketing of real property involves the use of and is affected by interstate commerce, making it subject to the provisions of the Federal Arbitration Act. Any controversy or claim between the parties to this Listing Agreement, its interpretation, enforcement or breach, including but not limited to claims arising from tort, including but not limited to, claims of negligence, negligent misrepresentation, breach of fiduciary duty, failure to disclose, fraud and fraud in the inducement, shall be settled by binding arbitration administered by and under the rules of **National Center for Dispute Settlement ("NCDS")**. Polk County, Iowa, shall be the exclusive venue for the completion of arbitration. While either party shall have all the rights and benefits of arbitration, both parties are giving up the right to litigate such claims and disputes in a court or through a jury trial. The results, determinations, findings, judgment and awards rendered through such arbitration, shall be final and binding on the parties hereto and shall be specifically enforced by legal proceedings instituted in the Iowa District Court for Polk County. Judgment on any arbitration award shall be entered by the Iowa District Court for Polk County. Neither party hereto shall be entitled to join or consolidate disputes by or against others in any arbitration, or to include in any arbitration any dispute as a representative or member of a class, or act in any arbitration in the interest of the general public or in any private Attorney General capacity.

REPRESENTATIONS: I hereby represent that: (a) I am the owner of the property and have the right to sell the property upon the terms and conditions set forth herein; (b) all information furnished by me to you concerning the property including, but not limited to, information shown in the Seller's Disclosure of Property Condition or on the attached data sheets is true and correct to the best of my knowledge and belief; and (c) your marketing of the property as authorized by this Listing Agreement will not violate the rights of any third parties. I hereby agree to indemnify and hold you and the MLS harmless from any and all loss, damage, expense or claim in the event any of the representations made by me herein are false or incorrect, including any court and arbitration costs and reasonable attorney fees incurred by you.

FEDERAL NOTICE: The Iowa Realty family of companies is providing this notice. Iowa Realty has brokerage, title, mortgage and insurance affiliates that are committed to the highest quality of service. If you choose, however, you may limit the Iowa Realty companies from marketing their products or services to you based on your personal information that they receive from other Iowa Realty companies, such as your contact and transaction information. (Rest assured, we do not share your personal financial information with anyone.) To limit marketing offers, contact us by telephone toll-free 877-871-7621 or email marketingoffers@iowarealty.com.

INTELLECTUAL PROPERTY: Broker is specifically authorized to use any and all information contained in this Listing Agreement and any information concerning the price and terms of the sale of the property, length of time the property is on the market, and any other information relating to the property, both before and after the sale or, in the event there is not a sale, after this listing has expired. I hereby assign to Broker any and all intellectual property rights I may have in the information contained in this Listing Agreement and to any pictures or other reproductions of the property used in connection with the marketing of the property. Any and all rights assigned to Broker may be further assigned by Broker to the Des Moines Area Association Multiple Listing Service in Broker's discretion.

MATERIAL DEFECTS: I acknowledge that I have a legal duty to disclose to buyer any material defects of which I have actual knowledge and which a reasonable inspection by the buyer would not reveal.

This listing agreement is subject to _____ addenda attached hereto.

Iowa Realty - Indianola
REAL ESTATE BROKER

By Agent **Karey Bishop**


Seller **City of Indianola**

Seller

N
↑

MLS® LISTING DATA SHEET



☒ RESIDENTIAL	☐ CONDO/TOWNHOUSE	☐ ACREAGE
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Listing Agent Karey Bishop Agent ID# 4496
 Office 12-IND O Phone 515-453-6335 Agent Phone 515-229-7344
 Listing Agent _____ Agent ID# _____
 Office _____ O Phone _____ Agent Phone _____
 Price \$ ☒ Address 204 North C Street
 County Warren City Indianola Zip 50125 +

Parcel # 48020060120 List Date _____ Expire Date _____
 MLS Area Indianola Zoning R3 School District Indianola

TERMS

- ☐ FHA
- ☐ VA
- ☐ Conventional
- ☐ Contract
- ☐ Assumption
- ☐ Cash
- ☐ FMHA/RECD
- ☐ Qual Assumption
- ☐ Sub. Grant
- ☐ NFC
- ☐ See Remarks

STYLE

- ☐ Bungalow
- ☐ Ranch
- ☐ Split Foyer
- ☐ Split Level
- ☐ One & Half
- ☐ Two Story
- ☐ Three Story
- ☐ Contemporary
- ☐ Bi-Attached
- ☐ Apt Style Condo
- ☐ Raised Ranch
- ☐ Manufactured Home

EXTERIOR

- ☐ Brick
- ☐ Frame
- ☐ Vinyl
- ☐ Stucco
- ☐ Log
- ☐ Earthberm
- ☐ Metal
- ☐ Cement Board
- ☐ Stone
- ☐ See Remarks

BEDROOMS

3
3

LEVEL

4
3
2
1
LL
Total

BATHS

1 3/4 1/2
1
1 1 0

☐ 1st Floor Master Bedroom

Assessor TSFLA 1224 Total SF Bsmt 720 Finished SF Bsmt _____ Lot Dimensions 67x150
 Lot SF 10050 Lot Shape: ☐ Irregular ☐ Regular Total Acres .23
 Take Exterior Photo Now? ☐ Yes ☐ No ☐ Bank REO
 Builder Name _____ Year Built 1933 ☐ Proposed ☐ New-Completion Date _____

GARAGE

- ☐ # Attached
- ☐ # Detached
- ☐ Carport
- ☐ None

STREET

- ☐ Concrete
- ☐ Asphalt
- ☐ Gravel
- ☐ Brick
- ☐ Unimproved
- ☐ Pub. Sidewalk

DINING RM

- ☐ Formal
- ☐ Area
- ☐ Eat - In Kitchen
- ☐ None

OTHER ROOMS

- ☐ Pantry
- ☐ Den
- ☐ Library
- ☐ Mud Room
- ☐ Darkroom
- ☐ Study
- ☐ See Remarks

HEAT

- ☐ Gas Forced Air
- ☐ Electric Forced Air
- ☐ Electric Baseboard
- ☐ Propane
- ☐ Heat Pump
- ☐ Hot Water
- ☐ Fuel Oil
- ☐ Ground Source /Geothermal
- ☐ See Remarks

AIR COND

- ☐ Central
- ☐ Window Unit
- ☐ Attic Fan
- ☐ Ground Source
- ☐ None
- ☐ See Remarks

FOUNDATION

- ☐ Concrete Block
- ☐ Poured
- ☐ Brick
- ☐ Tile
- ☐ Wood
- ☐ Stone
- ☐ See Remarks

DRIVEWAY

- ☐ Concrete
- ☐ Asphalt
- ☐ Gravel
- ☐ Shared
- ☐ None

BASEMENT

- ☐ Finished
- ☐ Partial Finish
- ☐ Walkout
- ☐ Crawl Space
- ☐ Slab
- ☐ Unfinished
- ☐ Daylight Window
- ☐ Egress Window
- ☐ Partial Bsmt

WATER

- ☐ City
- ☐ Well
- ☐ Community
- ☐ Rural

SEWER

- ☐ City
- ☐ Septic
- ☐ Community

HEAT SOURCE

- ☐ Natural
- ☐ Propane/Owned
- ☐ Propane/Leased
- ☐ Electric
- ☐ Oil
- ☐ None
- ☐ See Remarks

ROOF

- ☐ Asphalt Shingle
- ☐ Wood Shingle
- ☐ Tile
- ☐ Slate
- ☐ Tar & Gravel
- ☐ Metal
- ☐ Rubber
- ☐ Roll Roofing
- ☐ See Remarks

OCCUPIED BY

- ☐ Owner
- ☐ Tenant
- ☐ Vacant
- ☐ Unknown

KEY LOCATION

- ☐ Lock Box
- ☐ Listing Firm
- ☐ None

HOW TO SHOW

- ☐ Appointment Only
- ☐ Call First then LB
- ☐ Key in Office
- ☐ Model Unit
- ☐ Use Lock Box
- ☐ See Remarks

To Show: _____

HANDICAPPED FEATURES

- ☐ Ramp
☐ Doors
☐ Grab Bars
☐ Shower
☐ Kitchen Cabinets
☐ See Remarks

AMENITIES

- ☐ Swimming Pool
☐ Tennis
☐ Golf
☐ Putting Green
☐ Sauna
☐ Exercise Room
☐ Community Center
☐ Childrens Play Area
☐ Daycare Facilities
☐ Extra Storage
☐ Community Laundry
☐ Pet Restrictions
☐ Gated Community
☐ Snow Removal
☐ See Remarks

INTERIOR FEATURES

- ☐ Drapes/Curtains (all)
☐ Drapes/Curtains (part)
☐ Shades/Curtains/Shutters
☐ Carpeting
☐ Vinyl
☐ Hardwood Floors
☐ Tile Floors
☐ Laminate Floors
☐ Wet Bar
☐ Fireplace Screen
☐ Fireplace Equip.
☐ Security System
☐ Fire Alarm
☐ Smoke Detector
☐ Cable TV
☐ 1st Floor Laundry
☐ 2nd Floor Laundry
☐ Indoor Pool
☐ See Remarks

INCLUDED ITEMS

- ☐ Stove
☐ Microwave
☐ Refrigerator
☐ Dishwasher
☐ Washer
☐ Dryer
☐ Freezer
☐ See Remarks

TRIM

- ☐ Oak
☐ Pine
☐ Vinyl
☐ Paint
☐ Mahogany
☐ Birch
☐ Maple
☐ Cherry
☐ Walnut

FAMILY ROOM

- ☐ First Floor
☐ Lower Level
☐ Recreation Room
☐ None

MASTER BR SIZE**LIVING ROOM SIZE****FAMILY ROOM SIZE****TERMITE INSPECTION**

- ☐ Follow Showing Instructions
☐ Call Listing Agent
☐ Under Maintenance Contract - no need for inspection
☐ New Construction

- Must Check One of the Above -

DIRECTIONS

HOA Name _____ Mgmt. Co. Name _____

ASSOC. FEES _____ **PER:** ☐ Month ☐ Year **INCLUDED SERVICES:** ☐ Utilities ☐ Trash Service ☐ Lawn

☐ Taxes ☐ Insurance ☐ Ext. Maint./Bldg. ☐ Security Service ☐ Recreation Facilities ☐ See Remarks

Owner 1 _____ **City of Indianola** **SS#** XXX- _____ (last 6 digits) **Status M** _____ **S** _____

Owner 2 _____ **SS#** XXX- _____ (last 6 digits) **Status M** _____ **S** _____

Home Phone _____ **Work Phone** 515-961-9418 **Fax** _____

Email Address _____

Owner's Current Address if Different _____

Owner's Forwarding Address _____

LEGAL DESCRIPTION Indianola OTP N 67' Lots 12-14-15-16-17 BLK 6

GROSS TAXES \$2,400.00 **NET TAXES** \$2,400.00 **TAX YEAR** _____ **SPECIAL ASSESS** _____

☐ Sign on Property ☐ Reserved Buyer ☐ Var. Rate Comm. ☐ Sell Disclosure ☐ Reserved Items **SC to SF** _____%

REMARKS

REMARKS (For Agents Only) _____

Owner's Attorney _____ **Phone** _____

Abstract Location _____

Present Financing With _____ **Loan #** _____

Address _____ **Phone** _____

AGENT TO COMPLETE INFORMATION FOR OUTSIDE REFERRAL

SELLER REFERRAL _____%

Source: Relo Dept _____ Agent _____ Other _____

Name of Company _____

Name of Agent _____

Address _____

City, State, Zip _____

Use this space for referral notes _____

REFERRAL DEPARTMENT COMPLETE

Tax Identification Number _____

☐ Incorporated ☐ Non-Incorporated ☐ _____

SOURCE OF SELLER

- ☐ Iowa Realty Monthly Magazine
☐ The Real Estate Weekly
☐ The Iowa Realty Sunday Home Show
☐ Internet
☐ Open House
☐ Sign Call
☐ Floor Call
☐ Corporate Referral
☐ Friend/Family
☐ Previous Client
☐ Other _____

Page 2 of 2 Pages ☒ Seller(s)

Application

Four easy ways to enroll

1. Online
www.onlinehsa.com

2. Phone
1-800-367-1448

3. Fax
1-877-638-1741

4. Mail with payment to HSA
1861 Ludden Dr., Cross Plains, WI 53528

Warranted Property (Required)

204 North C Street

STREET

Indianola

IA

50125

CITY

STATE

ZIP

Real Estate Professional Information

Please send warranty confirmation by: ☐ Fax ☐ E-mail ☐ Mail

NAME

E-MAIL ADDRESS

COMPANY NAME

FAX (Required)

TELEPHONE

OFFICE STREET ADDRESS

CITY

STATE

ZIP

Seller Information

Please send warranty confirmation by: ☐ E-mail ☐ Mail

City of Indianola

NAME

TELEPHONE

E-MAIL ADDRESS

MAILING ADDRESS (If different from warranted property)

CITY

STATE

ZIP

Closing Information

ESCROW/CLOSING/TITLE COMPANY

CLOSING AGENT

E-MAIL ADDRESS

FAX (Required)

TELEPHONE

OFFICE STREET ADDRESS

CITY

STATE

ZIP

Buyer Information

Please send warranty confirmation by: ☐ E-mail ☐ Mail CLOSE DATE

NAME

TELEPHONE

E-MAIL ADDRESS

MAILING ADDRESS (if different from warranted property)

CITY

STATE

ZIP

WAIVER: Purchase of this coverage is not mandatory. HSA is not the only warranty available. No other services are contingent upon the purchase of the warranty. I have reviewed the Home Warranty Protection plan and hereby decline coverage. I agree to hold the real estate broker and real estate professional harmless in the event of a subsequent mechanical failure which otherwise would have been covered under the warranty plan.

Signature _____ Date _____

CONTRACT NUMBER

DATE ASSIGNED

Telephone application

FORM NUMBER

IR2012 02/12

Select coverage desired:

Seller/Buyer Coverage	\$75 Trade call fee	\$100 Trade call fee
Single family residence	☐ \$420	☐ \$390
Condominium	☐ \$390	☐ \$360
Duplex	☐ \$680	☐ \$620
Triplex	☐ \$940	☐ \$850
Fourplex	☐ \$1200	☐ \$1080

New Construction (Coverage begins one year after closing)

Year 2	☐ \$420	☐ N/A
Year 2 through 4	☐ \$520	☐ N/A

New Construction: Call for optional coverage pricing 1-800-367-1448

Optional Seller Coverage

Central heat, air conditioning/heat pump	☐ \$60
--	-------------------------------

Optional Buyer Coverage

Water softener	☐ \$40
Electronic air cleaner	☐ \$35
Home freezer	☐ \$30
Roof leaks	☐ \$45
Hot tub	☐ \$150
Swimming pool	☐ \$150
Pool/hot tub combination (must share common mechanicals)	☐ \$175

Buyer 7 Star Upgrade*	☐ \$149
------------------------------	--------------------------------

Total (payment due at closing) \$

* If the upgrade package has been selected and the property is a multiple family dwelling, the upgrade must be purchased for each unit.

Purchase Agreement: When seller coverage is selected, seller agrees to pay the fee shown on the date legal title transfers to the buyer. This agreement is binding and may not be cancelled. If seller fails to pay the specified fee, seller shall be liable for all attorney fees and court costs incurred by HSA to collect the fee. By application for this contract, seller and/or buyer represent that, to the best of their knowledge, all items are in good working order on the date of application for this coverage. Further, seller and/or buyer agree that failure to notify HSA prior to repair or replacement of any covered item may result in a refusal of coverage on that item.

HSA discloses to the purchaser of this warranty, and the purchaser consents and acknowledges by his/her signature that the employing broker may receive a minimal fee for services rendered in marketing or administering the sale of this warranty plan.

Coverage Desired: ☐ Seller and Buyer Coverage ☐ Buyer Coverage Only

Applicant signature

Date

Coverage Limitations: Some limitations and general exclusions apply to covered items. Please read the Sample Contract section of this brochure for details.



Iowa's Largest

Seller Disclosure of Property Condition and Lead Based Paint Disclosure



Seller: _____ City of Indianola _____ MLS ID# _____

Property Address: _____ 204 North C Street Indianola, IA 50125 _____

Seller is exempt from completing this form on the basis that:

- | | |
|---|--|
| ☐ The property contains no dwelling units or more than 4 dwelling units. | ☐ This transfer is made pursuant to a court order. |
| ☐ This transfer is between joint tenants or tenants in common. | ☐ Seller is an estate, conservatorship or trust. |
| ☐ This transfer is to a spouse or a lineal descendent of Seller. | ☒ This transfer is to or from a governmental body. |
| ☐ This transfer is by a power of attorney. | ☐ This transfer is by quit claim deed. |
| ☐ This transfer is between spouses as a result of a dissolution of marriage. | ☐ Seller is a lender selling a foreclosed property. |

If a box is checked above, Seller may proceed to page 4 - Disclosure of Information on Lead-Based Paint and Lead-Based Paint Danger.

Purpose of Statement: Completion of this form shall satisfy the requirements of Chapter 558A of the Iowa Code which mandates the seller's disclosure of the condition of and information about the property the seller is about to sell. This statement shall not be a warranty of any kind by the seller or seller's agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain.

Instructions to the Seller: (1) Complete this form yourself and fill in all blanks. (2) Report known conditions affecting the property. (3) Additional pages or reports may be attached. (4) If some items do not apply to your property, write NA (not applicable). (5) All approximations must be identified as approximations (AP). If you do not know the facts, write **UNKNOWN**.

Appliances/Systems:	Included in the Sale	Good Working Order?
Range/Oven	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Dishwasher	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Refrigerator	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Hood/Fan	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Disposal	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
TV antenna, satellite	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Garage door opener/control(s)	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Alarm System(s)	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Central AC	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Central Vacuum and attachments	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Attic Fan	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Water Softener/Conditioner	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Microwave	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Trash Compactor	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Washer	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown
Dryer	☐ Yes ☐ No	☐ Yes ☐ No ☐ Unknown

Exceptions/Explanations of the "NO" responses above, if any: _____
HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED AND ARE NOT UNDER WARRANTY BEYOND CLOSING.

Reserved Items: The following items which would ordinarily be considered a part of the real estate have been reserved by the seller on the Listing Contract and shall not be included in the sale. _____ ☐ None

Seller's Initials X _____

Buyer's Initials _____

Seller: _____ **City of Indianola**

Property Address: _____ **204 North C Street Indianola, IA 50125**

Property conditions, improvements and additional information:

1. Basement/Foundation: Has there been known water or other problems? ☐ Yes ☐ No
If yes, please explain _____
2. Roof Type _____ ☐ Unknown Has there been evidence of leaks? ☐ Yes ☐ No
Any known repairs? ☐ Yes ☐ No
If yes, date of repairs _____ or date of replacement _____ ☐ Unknown
3. Siding type _____ ☐ Unknown
Any known problems? ☐ Yes ☐ No
If yes, please explain _____
4. Windows – Any known problems? ☐ Yes ☐ No
If yes, please explain _____
5. Is the property served by a well and pump: Any known problems? ☐ Yes ☐ No
Type of well (depth/diameter), age and date of repair? _____
Has the water been tested? ☐ Yes ☐ No ☐ Unknown If yes, date of last report? _____
Results: _____
6. Is the property served by a septic tank(s)/drain fields? ☐ Yes ☐ No
Any known problems? ☐ Yes ☐ No ☐ Unknown
Location of tank? _____ ☐ Unknown Age _____ ☐ Unknown
Date tank last cleaned? _____ ☐ Unknown
7. Is the property served by sewer? ☐ Yes ☐ No
Any known problems? ☐ Yes ☐ No
Any known repairs? ☐ Yes ☐ No
Date of repairs? _____
8. Heating system(s): Any known problems? ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
9. Propane: ☐ Owned or ☐ Leased? From Whom? _____ ☐ N/A
Any known problems? ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
10. Is the property served by a Central Cooling system(s)? ☐ Yes ☐ No
Any known problems? ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
11. Plumbing system(s): Any known problems? ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
12. Is there a Sump pump system(s)? ☐ Yes ☐ No
Any known problems? ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
13. Irrigation System: Any known problems? ☐ N/A ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
14. Electrical system(s): Any known problems? ☐ Yes ☐ No
Any known repairs? _____ Date of repairs? _____
15. Pest infestation, past and/or current, if any ☐ Yes ☐ No ☐ Unknown
Date of treatment _____
Is there a current maintenance agreement? ☐ Yes ☐ No
If yes, explain _____
16. Has there been any structural or major damage to property; i.e. pest infestation, fire, wind, floods, landslides, etc.? ☐ Yes ☐ No ☐ Unknown
17. Asbestos: Is asbestos present in any form in the property? ☐ Yes ☐ No ☐ Unknown
If yes, explain _____
18. Has the property been tested for the presence of radon gas? ☐ Yes ☐ No ☐ Unknown
If yes, test results _____ Date of test _____

Seller's Initials X

Buyer's Initials _____

Seller: City of Indianola

Property Address: 204 North C Street Indianola, IA 50125

19. Are you aware of any area environmental concerns? ☐ Yes ☐ No
If yes, explain _____
20. Does the property contains toxic mold? ☐ Yes ☐ No ☐ Unknown
21. Is the property located in a flood plain? ☐ Yes ☐ No
If yes, flood plain designation _____
22. What is the zoning of the property? _____
23. Are there preliminary assessments or have you received notification which would result in assessments to the property? ☐ Yes ☐ No
If yes, what is the amount (if any) of any special assessment against the property? \$ _____
24. Lead-Based Paint: Any known to be present in the structures? ☐ Yes ☐ No

Other Items: Are you as the Seller aware of any of the following:

25. Features of the property shared in common with adjoining landowners, such as walls, fences, roads and driveways whose use or responsibility for maintenance may have an effect on the property? ☐ Yes ☐ No ☐ Unknown
26. Any encroachments, easements, common areas (facilities like pools, tennis courts, walkways or other areas co-owned with others), zoning violations, nonconforming uses, or Homeowner's Association which has any authority over the property? ☐ Yes ☐ No ☐ Unknown
27. If this property is a part of a Homeowner's Association, provide the Homeowner's Association/Townhome Condominium Declaration, Articles of Incorporation and/or Bylaws.
The association dues: \$ _____ paid ☐ Monthly ☐ Quarterly ☐ Annually
Is there an anticipated or pending change in the dues or any pending assessment? ☐ Yes ☐ No
28. Covenants: Is the property subject to restrictive covenants? ☐ Yes ☐ No
If yes, attach a copy of the covenants, including all amendments, or state where a copy of the covenants and all amendments can be obtained: _____
29. Physical problems such as settling, flooding, drainage or grading problems? ☐ Yes ☐ No ☐ Unknown
30. Is there tax abatement on the property? ☐ Yes ☐ No ☐ Unknown
If yes, when does it expire? _____
31. Has there been a property/casualty loss, insurance claim, warranty settlement or major damage to the property (i.e. fire, wind, flood(s), hail etc.)? If yes, explain: ☐ Yes ☐ No

If the answer to any of these is yes, please explain. Attach additional sheets if necessary _____

The Seller has owned the property since X (date). The residence was built in 1933
The Seller has indicated above the history and condition of all the items based solely on the information known to the Seller. If any changes occur in the structural/mechanical/appliance systems of this property from the date of this form to the date of closing, Seller will immediately disclose the changes to Buyer. In no event shall the parties hold the Broker or Broker's agent liable for any representations made by the Seller in this disclosure.
Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Seller Fact Sheet" prepared by the Iowa Department of Public Health.

Buyer acknowledges receipt of a copy of this Real Estate Disclosure Statement. This Statement is not intended to be a warranty or to substitute for any inspection the Buyer may wish to obtain. Buyer acknowledges receipt of the "Iowa Radon Home - Buyers and Seller Fact Sheet" prepared by the Iowa Department of Health.

X City of Indianola X _____
Seller Date Buyer Date

Seller Date Buyer Date

Disclosure of Information on Lead-Based Paint and Lead-Based Paint Danger

All Sellers and Buyers MUST INITIAL AND SIGN this disclosure on ALL applicable lines.
This form MUST BE REVIEWED, SIGNED AND DATED PRIOR TO a purchase agreement being signed by the Buyer.

Applicable on homes
built prior to 1978.



Seller: _____ City of Indianola
Property Address: _____ 204 North C Street Indianola, IA 50125

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the Seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- ☒ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

- ☒ (b) Records and reports available to the seller (check one below):
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

☐ Seller has no report or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

____ (c) Purchaser has received copies of all information listed above.

____ (d) Purchaser has received the Lead Poisoning Prevention pamphlet.

- ____ (e) Purchaser has (check one below):
☐ Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

____ (f) Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify to the best of their knowledge that the information provided by the signatory is true and accurate.

Buyer _____ Date _____ Seller K City of Indianola K Date _____

Buyer _____ Date _____ Seller _____ Date _____

Agent _____ Date _____ Agent _____ Karey Bishop _____ Date _____



Iowa's Largest

ARBITRATION DISCLOSURE



You have the right to choose whether to have any disputes arising out of your real estate transaction decided by binding arbitration or by a court of law. By agreeing to binding arbitration, **you give up your right to go to court.** By signing the attached ARBITRATION AGREEMENT, you agree to binding arbitration through National Center for Dispute Settlement ("NCDS"). The Arbitration Agreement is enforceable only if it is signed by all buyers, sellers and real estate licensees representing or assisting the buyers and sellers. The Arbitration Agreement is not part of the Purchase Agreement. **Your Purchase Agreement will still be valid whether or not you sign the Arbitration Agreement.**

Arbitration is a private dispute resolution system offered as an alternative to the court system. It is not government sponsored, but is a program offered through "NCDS". A specially trained attorney will be assigned to serve as a neutral party to help resolve your dispute, not as an advocate for either party. The arbitrator's decision is final and binding. After a decision by the arbitrator, the court normally will refuse to hear the case in all but the most unusual situations.

All disputes arising out of the sale or purchase of your property, except disputes related to title issues, are subject to arbitration under the Arbitration Agreement. This includes claims of fraud, misrepresentation, warranty and negligence. Nothing in this Agreement limits other rights you may have under private contracts for warranty coverage. An agreement to arbitrate does not prevent a party from contacting the Iowa Real Estate Commission, the state agency that regulates the real estate profession, about licensee compliance with state law. Nor does the agreement to arbitrate prevent a party from mediating a dispute arising out of the Purchase Agreement.

The administrative fee for the arbitration system varies depending on the amount of the claim, but it is more than initial court filing fees. In some cases, small claims court is cheaper than arbitration. The maximum claim allowed in small claims court is \$5,000. This amount is subject to change in the future. In some cases, it is quicker and less expensive to arbitrate disputes than to go to court, but the time to file your claim and pre-hearing discovery rights are limited. The right to appeal an arbitrator's award is very limited compared to the right to appeal a court decision.

A request for arbitration must be filed within 24 months of the date of closing on the property or else the claim cannot be pursued. In some cases of fraud, a court or arbitrator may extend the 24-month limitation.

Seller(s) Initials X

Buyer(s) Initials _____



ARBITRATION AGREEMENT



**This is an optional, voluntary agreement.
Read the attached Arbitration Disclosure in full before signing.**

Re: The property located at 204 North C Street Indianola, IA 50125

Any dispute between the undersigned parties, or any of them, arising out of the transfer of the above-referenced property, except disputes related to title issues, under the Purchase Agreement dated _____, including claims of fraud, misrepresentation, warranty and negligence, shall be settled by binding arbitration. National Center For Dispute Settlement ("NCDS") shall be the arbitration service provider. The rules adopted by NCDS shall govern the proceedings. The rules that shall govern the proceedings are those rules in effect at the time the Demand for Arbitration is filed. This Agreement shall survive the delivery of the deed or contract for deed in the Purchase Agreement. This Agreement is only enforceable if all buyers, sellers and licensees representing or assisting the buyer and sellers have agreed to arbitrate as acknowledged by signatures below.

This Agreement does not constitute a counter offer to a Purchase Agreement.

X

Seller's Signature (Date)

Buyer's Signature (Date)

City of Indianola

Seller's Printed Name

Buyer's Printed Name

Seller's Signature (Date)

Buyer's Signature (Date)

Seller's Printed Name

Buyer's Printed Name

Seller's Agent (Date)

Buyer's Agent (Date)

Iowa Realty - Indianola

Broker

Broker

**THIS ARBITRATION AGREEMENT IS A LEGALLY BINDING CONTRACT
BETWEEN BUYERS, SELLERS AND AGENTS. IF YOU DESIRE LEGAL ADVICE,
CONSULT A LAWYER.**

RESOLUTION NO. 2015-08

RESOLUTION PROPOSING TO SELL REAL ESTATE OWNED BY THE CITY OF INDIANOLA

WHEREAS, in the fall of 2005, the City purchased certain real estate legally described as follows:

The North 67 feet of Lots 12, 14, 15, 16, and 17, in Block 6 of the Original Town Plat of Indianola, Iowa

Locally known as 204 North C. Street; and

WHEREAS, said real estate was purchased for future expansion of the Indianola Public Library; and

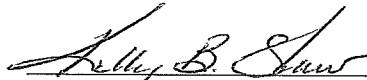
WHEREAS, on November 11, 2014, the Library Board of Trustees recognized that the aforementioned anticipated expansion of the Library would not happen within the next five years; and

WHEREAS, it is in the best interests of the City of Indianola that said real estate be put to its best and highest use by any potential investor; and

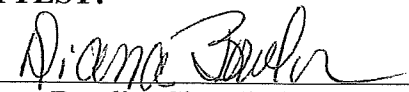
WHEREAS, Iowa Code section 364.7 provides that notice of a proposal to sell real estate owned by the City must be given and a public hearing held prior to consideration of specific proposals.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that real estate owned by the City located at 204 North C. Street, Indianola, Iowa 50125, should be marketed for sale, without agent or broker, to any and all interested bidders for ninety (90) days.

PASSED this 17th day of February, 2015.


Kelly B. Shaw, Mayor

ATTEST:


Diana Bowlin, City Clerk

Information

Subject

Sidewalk waiver (no curb and gutter) for Lot 7 Wesley Corners and Lot 1 and 33 Deer Creek Subdivision Plat 1

Information

The waiver requests from Ryan Cambron (Lot 7 Wesley Corners) and Brooks Rolling (Lot 1 and 33 Deer Creek Subdivision Plat 1) is allowed by city code (packet) due to an absence of curb.

By signing the waiver, the property owners agree to install the sidewalk at their expense within 120 days of city notification that curb/gutter had been installed adjacent to the property. In the packet are maps showing the sidewalk location.

Attachments

Cambron Sidewalk Waiver

Brooks Rolling Sidewalk Waiver

City Code

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:

And legally described as:

Lot 7 Wesley Corners

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 Chris DesPlanques, Interim City Manager of City of Indianola, Iowa under the authority of a motion dated the _____ day of _____, 20 ____.

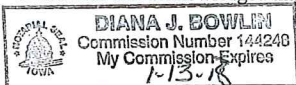
CITY OF INDIANOLA, IOWA

Chris DesPlanques
INTERIM CITY MANAGER

Ryan Cambron
Ryan Cambron
Construction by Cambron

STATE OF IOWA, WARREN COUNTY, ss:

On this 3 day of Sept, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Cambron 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.

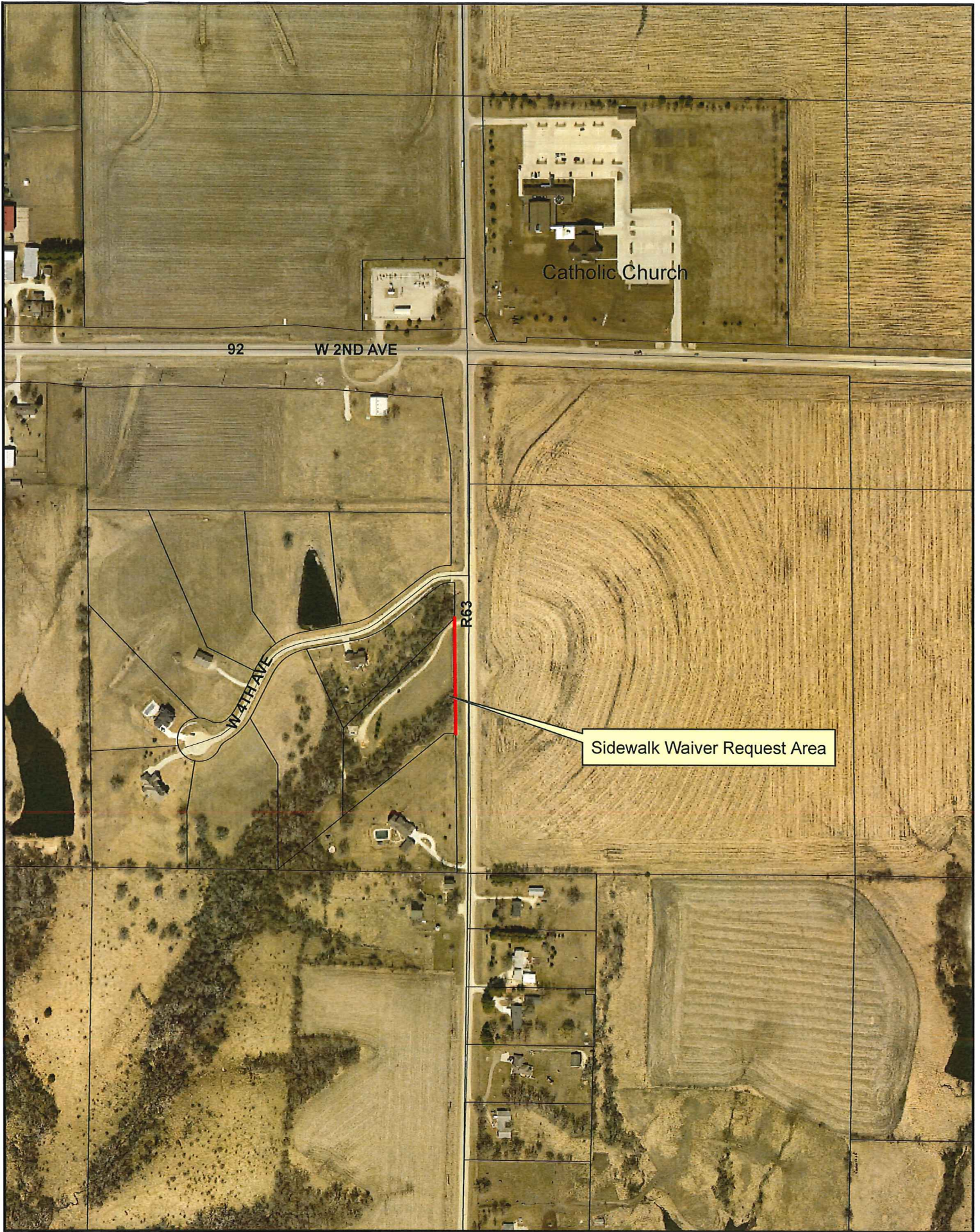


Diana J. Bowlin
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

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 Chris DesPlanques, to me personally known, who being by me duly sworn, did say that he is the Interim 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



Request for Sidewalk Waiver
Lot 7 Wesley Corners

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:

And legally described as:

Lot 1 Deer Creek Subdivision Plat 1

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 Chris DesPlanques, Interim City Manager of City of Indianola, Iowa under the authority of a motion dated the _____ day of _____, 20 ____.

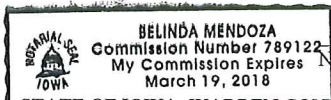
CITY OF INDIANOLA, IOWA

Chris DesPlanques
INTERIM CITY MANAGER

Brooks Rolling
Orton/Homes

STATE OF IOWA, WARREN COUNTY, ss:

On this 28th day of Aug, 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brooks Rolling 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 Chris DesPlanques, to me personally known, who being by me duly sworn, did say that he is the Interim 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

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:

And legally described as:

Lot 33 Deer Creek Subdivision Plat 1

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 Chris DesPlanques, Interim City Manager of City of Indianola, Iowa under the authority of a motion dated the _____ day of _____, 20 ____.

CITY OF INDIANOLA, IOWA

Chris DesPlanques
INTERIM CITY MANAGER

Brooks Rolling
Orton Homes

STATE OF IOWA, WARREN COUNTY, ss:

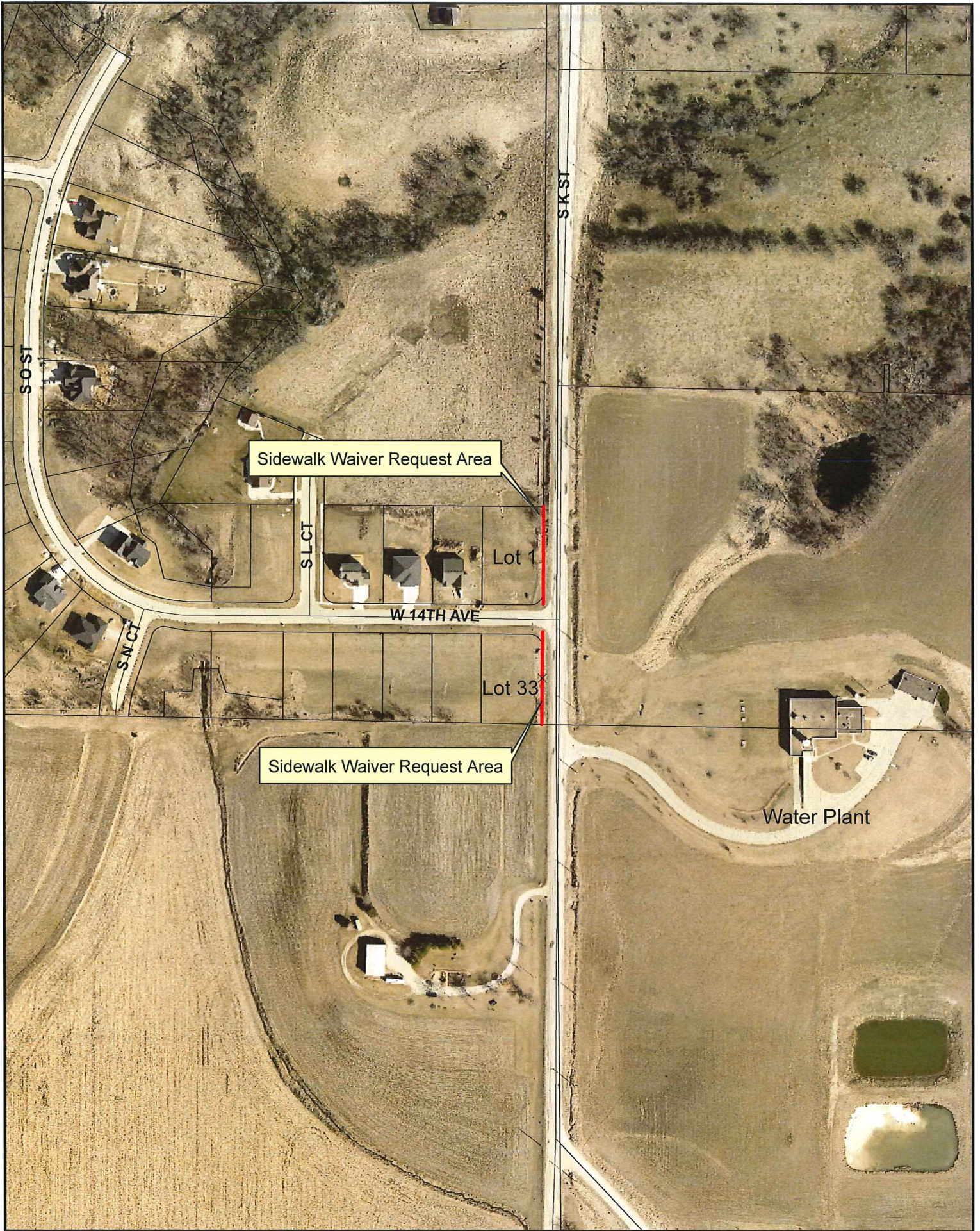
On this 28th day of Aug., 2015, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Brooks Rolling to me known to be the identical person (s) named in and who executed this instrument and acknowledged that they executed the same as their voluntary act and deed.



NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Chris DesPlanques, to me personally known, who being by me duly sworn, did say that he is the Interim 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



Request for Sidewalk Waivers
Lot 1 and Lot 33 Deer Creek Subdivision Plat 1

sidewalks within a reasonable time and if such action is not completed within the time stated in the notice, the Council may require the work to be done and assess the costs against the abutting property for collection in the same manner as a property tax.

(Code of Iowa, Sec. 364.12[2d & e])

136.06 SIDEWALK CONSTRUCTION REQUIRED.

1. Before any new dwelling, business building or commercial building is occupied or put into its ultimate use, or when any existing dwelling, business building or commercial building, including the real estate on which the dwelling or building is located, is improved, reconstructed or replaced by seven thousand five hundred dollars (\$7,500.00) or more as determined by the Building Official's most current valuation data, a permanent sidewalk shall be built in front of the building for the entire width of the lot and where the lot in question is a corner lot, the sidewalk shall be built for the entire length of the lot along the side which abuts the street. However, sidewalks shall not be required on improved property where the improvements are only accessory building or structures.

2. Notwithstanding any other provisions of this Code of Ordinances, all dwellings, business buildings and commercial buildings, whether occupied or unoccupied, shall have, after January 1, 1996, a permanent sidewalk built for the entire width and/or length of the lot or lots upon which the dwelling, business building or commercial building is located, and the sidewalks shall be built for the entire width and/or length of all sides of the lot or lots which abut a street. This subsection applies only to the sidewalk installations recommended in the School Route Sidewalk Study performed by JBM Engineers and Planners in 1994 and approved by the City Council in 1994.

3. Notwithstanding any other provisions of this Code of Ordinances, all dwellings, business buildings and commercial buildings, whether occupied or unoccupied, shall have, after January 1, 1999, a permanent sidewalk built for the entire width and/or length of the lot or lots upon which the dwelling, business building or commercial building is located, and the sidewalks shall be built for the entire width and/or length of all sides of the lot or lots which abut a street.

4. In the event that no grade has been set or there is no curb and gutter on the street upon which the sidewalk, is to be placed, the Council may waive the sidewalk requirement on application of the affected property owner and upon the affected property owner signing an

agreement to install such a sidewalk within one hundred twenty (120) days after the property owner has been notified that a curb and gutter has been installed and/or that the grade has been set. The agreement shall be verified and placed on record in the office of the Warren County Recorder, and shall be a covenant running with the land binding the heirs and assigns of the property owner.

~~5. When the strict application of standards or requirements established by this section would cause substantial hardship or impose unreasonable restrictions regarding the installation of a sidewalk because of natural or physical conditions or limitations not created by the owner or developer the Council may grant such waivers and/or variances from these standards or requirements as may be necessary pursuant to the following procedure. At such time when the conditions or limitations are eliminated, the owner or developer will be required to install such sidewalk within one hundred twenty (120) days after notification by the City.~~

A. The applicant under this subsection shall prepare an application to the Planning and Zoning Commission for review of the required sidewalk. The applicant may request a waiver of the sidewalk requirement or a variance of the sidewalk requirement. Within forty-five (45) days after receiving the application, the Planning and Zoning Commission shall recommend to the Council to either approve, approve subject to conditions, or disapprove the request. Failure by the Commission to act within forty-five (45) days shall be deemed a recommendation for approval of the request.

B. The Council shall establish criteria and specific design standards to assist it and the Planning and Zoning Commission when considering applications for waivers and/or variances. All such criteria and specific design standards shall be established in such a way as to ensure the orderly and harmonious development of a City-wide sidewalk system in such a manner as will safeguard the public's health, safety and general welfare.

C. Upon recommendation from the Planning and Zoning Commission to the Council, the applicant's request will be put on the agenda for the next regularly scheduled Council meeting for final approval or disapproval by the Council. If the Council rejects the request, the Council will advise the applicant of any changes which are desired or that should have consideration before approval will be given. The applicant shall then submit the

Information

Subject

IDOT temporary easement purchase agreement

* Temporary easement will be located at 410 S. Jefferson Way

Information

In the packet is the IDOT agreement for a temporary easement (construction of ADA sidewalk) at 410 S. Jefferson. The easement allows the IDOT contractor to construct a sidewalk (ADA approved) at 410 S. Jefferson (see map). The right of the temporary easement granted by this agreement shall terminate upon completion of the project.

Attachments

IDOT Agreement

Return to and Prepared by Katie Johnson, Right of Way Office, Iowa DOT, 800 Lincoln Way, Ames, IA 50010, 515-239-1633.



Office of Right of Way, 800 Lincoln Way, Ames, Iowa 50010

Ph.: 515-239-1135
FAX: 515-239-1247
www.iowadot.gov

TEMPORARY EASEMENT PURCHASE AGREEMENT

Parcel Number: 8 County: Warren
Project Number: NHSN-65-3(79)--2R-91 Route Number: US 65
Seller: City of Indianola

THIS AGREEMENT entered into this ____ day of _____, _____, by and between Seller and the Iowa Department of Transportation, acting for the State of Iowa, Buyer.

1. Seller grants to the Buyer a temporary easement upon Seller's real estate, hereinafter referred to as the premises, situated in parts of the following South 10 feet of the N1/2 of Lot 10 in Block 4 in Haworth's Addition to Indianola, Iowa and Lot 11 of the S1/2 of Lot 10 in Block 4 in Haworth's Addition, Indianola, Iowa. Now described as the south 35 feet of Lot 10 and Lot 11 in Block 4 in Haworth's Addition to Indianola, Iowa, in the county of Warren, State of Iowa, and more particularly described on page 4, for the purpose of constructing sidewalk and shown on the project plans.. The premises also includes all estates, rights, title and interests, including all easements, and all advertising devices and the right to erect such devices as are located thereon, and the following buildings, improvement and other property: All land, trees, shrubs, landscaping and surfacing attached to the premises sought and described herein

The Seller acknowledges full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and construction of this public improvement project.

2. Possession of the premises is the essence of this agreement and the Seller grants immediate possession of the premises.
3. The Buyer agrees to pay to the Seller the total lump-sum payment amount of (\$0.00) on or before 30 days after Buyer approval.
4. It is agreed that the right of temporary easement granted by this agreement shall terminate upon the completion of the project.

DISTRIBUTION: TWO COPIES RETURNED TO BUYER (IOWA DOT). ONE COPY RETAINED BY SELLER.

8, NHSN-65-3(79)--2R-91

5. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
6. The Seller states and warrants that, to the best of the Seller's knowledge, there is no burial site, well, solid waste disposal site, private sewage disposal systems, hazardous substance or underground storage tank on the premises, except none.
7. Buyer hereby gives notice of Seller's five-year right to renegotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by the Code of Iowa, Section 6B.52.

Seller's signature and claimant's certification: Upon due approval and execution by the Buyer, the undersigned sellers/claimants certify the total lump-sum payment amount shown here is just and unpaid.

City of Indianola

X _____
Diana Bowlin, City Clerk
110 N. 1st Street
Indianola, IA 50125

X _____
Kelly B. Shaw, Mayor

This section to be completed by a Notary Public. Both columns must be completed.

Seller's Acknowledgement

STATE OF Iowa }
COUNTY OF Warren } ss:

On this _____ day of _____, A.D. _____,
before me, the undersigned, a notary public in and for said
state, personally appeared Diana Bowlin and Kelly B.
Shaw

☐ to me personally known; or
☐ proved to me on the basis of satisfactory evidence to
be the person(s) whose name(s) is/are subscribed to the
within instrument and acknowledged to me that he/she/
they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of
which the person(s) acted, executed the instrument.

(Sign in ink)

(Print/type name)

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

(NOTARIAL SEAL)

Capacity Claimed by Signer

☐ Individual

☐ Corporation

Title(s) of Corporate Officer(s):

☐ Corporate seal is affixed

☐ No corporate seal procured

☐ Partner(s)

☐ Limited partnership

☐ General partnership

☐ Attorney-in-fact

☐ Executor(s) or trustee(s)

☐ Guardian(s) or conservator(s)

☒ Other: City of Indianola, Iowa;
City Clerk and Mayor

Signer is representing

List name(s) of entity(ies) or person(s)

City of Indianola, Iowa

Buyer's Approval

Recommended by: Project Agent _____ (Date)
Scott Henning

Approved by: Right of Way Director _____ (Date)
Martin J. Sankey

Buyer's Acknowledgement

STATE OF IOWA }
COUNTY OF STORY } ss:

On this _____ day of _____, before me, the undersigned, personally appeared
ROW Director, Martin J. Sankey, known to me to be a Right of Way Director of the Buyer and who did say
that the instrument was signed on behalf of the Buyer by its authority duly recorded in its minutes, and said
right of way director acknowledged the execution of the instrument, whose signature appears hereon, to be
the voluntary act and deed of the Buyer, and by it voluntarily executed.

(NOTARIAL SEAL)

Notary Public in and for the State of Iowa

IOWA DEPARTMENT OF TRANSPORTATION
PROJECT DEVELOPMENT
PLOT PLAN

9106501015\row\9106501015.SED(MODELS)

PARCEL NO.: 8

OWNER: CITY OF INDIANOLA

SECTION: 30 T 76 N-R 23 W.

SCALE: 1" = 50'

LEGEND

W.D. OR EASEMENT LINE: 

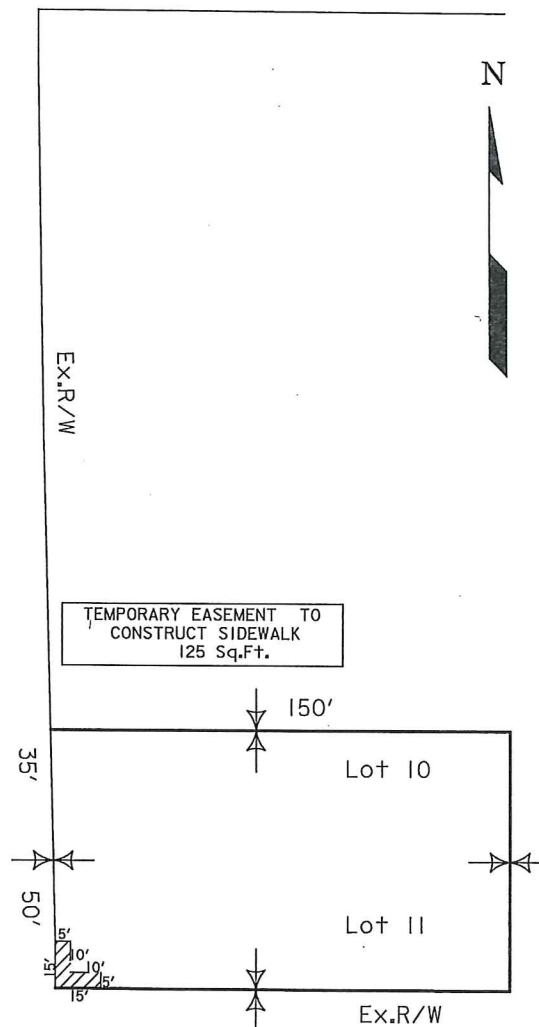
ACCESS LOCATION POINT: 

PROPERTY LINE: 

City of Indianola
Laworth's Addition--Block 4

E. 3rd Ave

E. 4th Ave



Page 4 of 4

E. 4th Ave

8

9

10

NBK AND ARK TRUST
NORMAN B. LANDRA P. KENNEDY (TRUSTEES)

TEMPORARY EASEMENT TO
CONSTRUCT SIDEWALK

10' 5"
10' 5"
5' 10"
15'

TEMPORARY EASEMENT TO
CONSTRUCT SIDEWALK

10' 5"
10' 5"
5' 10"
15'

CITY OF INDIANOLA

CONVIA, L.
BASAN

TEMPORARY EASEMENT TO
CONSTRUCT SIDEWALK

9' 1"
9' 1"
5' 10"
15'

TEMPORARY EASEMENT TO
CONSTRUCT SIDEWALK

10' 5"
10' 5"
5' 10"
15'

B.M.H., L.L.C.

Right of Way Design Information
THIS SHEET INCLUDED
FOR INFORMATION ONLY
ROW Team: CUVA / MIDICK
ROW #: NMSN-65-3179 -2R-91
Plan Date: 6/24/2015
Color Legend:
Property Lines
Temporary Easement
Permanent Acquisition

Meeting Date: 09/21/2015

Information

Subject

RAS Pumping Improvements - project acceptance and retainage payment of \$8,250.00 in 30 days

Information

On February 17, 2015 council awarded the RAS Pumping Improvement Project to Building Crafts in an amount of \$165,000 for the installation of the return activated sludge (RAS) pumps at the Indianola Wastewater Plant.

The project is now complete and council needs to consider project acceptance. Both HR Green and Superintendent Rick Graves recommend approval.

Final project cost is \$165,000.00

Attachments

RAS Pumping Final Acceptance



September 14, 2015

Mr. Rick Graves
City of Indianola
11807 Hoover Street
Indianola, IA 50125

Re: Indianola WWTF RAS Pumping Improvements – Final Acceptance

Dear Rick:

After our walk-through September 8th with you and Building Crafts, Inc we recommend final acceptance for the completed project and recommend the one (1) year maintenance period begin September 8, 2015.

Enclosed is the final Pay Request #2R from Building Crafts, Inc for the Indianola WWTF RAS Pumping Improvements project. The total for Pay Request #2R is \$8,250.00 and is the retained funds from the project. Pursuant to Iowa Code Chapter 573.14, these retained funds "retainage" are eligible for release thirty (30) days after the completion and Final Acceptance of the project. If no claims are on file at the end of the thirty days the City can release full payment.

If you have any questions please call me at 515-657-5261.

Sincerely,

HR GREEN, INC.

A handwritten signature in blue ink, reading 'James R. Rasmussen', with a long horizontal flourish extending to the right.

James R. Rasmussen, P.E.
Vice President

Enclosures

cc: Chris DesPlanques, City of Indianola
Chad Nickolisen, Building Crafts, Inc.

HRGreen.com

Phone 319.841.4000 Fax 319.841.4012 Toll Free 800.728.7805
8710 Earhart Lane SW, Cedar Rapids, Iowa 52404

Information

Subject

Street closure request from Park and Recreation for their annual Children's Costume Party and Parade - October 31, 2015 from 7:00 a.m. - 1:00 p.m. - will close the inside lanes around the square

Information

In your packet is the street closure request from Park and Recreation for their annual Children's Costume Party and Parade on October 31, 2015. Staff has approved and the application was received on September 9, 2015.

Attachments

Street Closure Request

Date: 9//9/15

Event Application

For Children's Costume Party & Parade

Event Date : October 31, 2015 (7:00 a.m. - 1:00 p.m.)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Ed Yando	<u>OK ET</u>	_____
Fire Department – Greg Chia	<u>OK Greg</u>	_____
Police Department – Brian Sher	<u>OK B</u>	_____
Interim City Manager – Chris Des Planques	<u>OK CD</u>	_____
HR & Risk Manager – RoxAnne Hunerdosse	<u>OK RH</u>	_____
Chamber of Commerce		

Fax: 961-9753

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Children's Costume Party and Parade
 Date/Time of Event: Saturday, October 31 10am- Noon
 Location of Event: Indianola town square
 Event Sponsor(s): City of Indianola Parks and Recreation

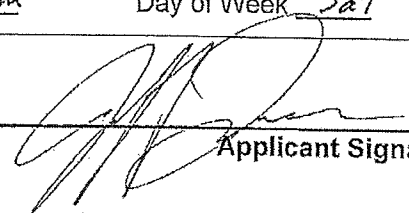
Contact Information:

Organization: City of Indianola Parks and Recreation
 Contact Name: Jeff Lucas
 Address: 2204 W 2nd Ave Indianola, IA 50125
 Telephone Number: (515) 961-9420
 Cell Phone Number: (641) 218-1240
 Fax Number: (515) 961-5839
 Email Address: j.lucas@cityofindianola.com
 Today's Date: 9/9/15

Anticipated Attendance: 500 Per Day 500 Total

Event Information:

Setup Begins	Date: <u>10/31</u>	Time <u>7am</u>	Day of Week <u>Sat</u>
Event Starts	Date: <u>10/31</u>	Time <u>10am</u>	Day of Week <u>Sat</u>
Event Ends	Date: <u>10/31</u>	Time <u>12pm</u>	Day of Week <u>Sat</u>
Dismantle	Date: <u>10/31</u>	Time <u>1pm</u>	Day of Week <u>Sat</u>


 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:

Annual Halloween event on Indianola courthouse lawn & square.

Primary request is the blocking off of innermost lane of traffic.

No vendors are present. Board of Supervisors have been contacted regarding the event.

Please describe what streets you are planning to close:

Buxton, Ashland, Howard, Salem

(Cones and blockades used from Street Dept.)

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.

We anticipate 500 people. Most people park around square and walk over. The inner lanes are blocked to accommodate the crowd volume and allow for hay rack rides and train rides. Salem court is where we locate the mini house. A crosswalk is designated for their use.

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

Our department carries first aid and AED with us to all events like these. Our staff utilizes radios to communicate at this event.

And cell phones are available. A PA system is used in the event of severe weather. Portable restroom to be located on lawn. NW corner

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

Trash receptacles are placed throughout the lawn for use. Minimal trash is produced.

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

RETURN PERMIT APPLICATION TO:

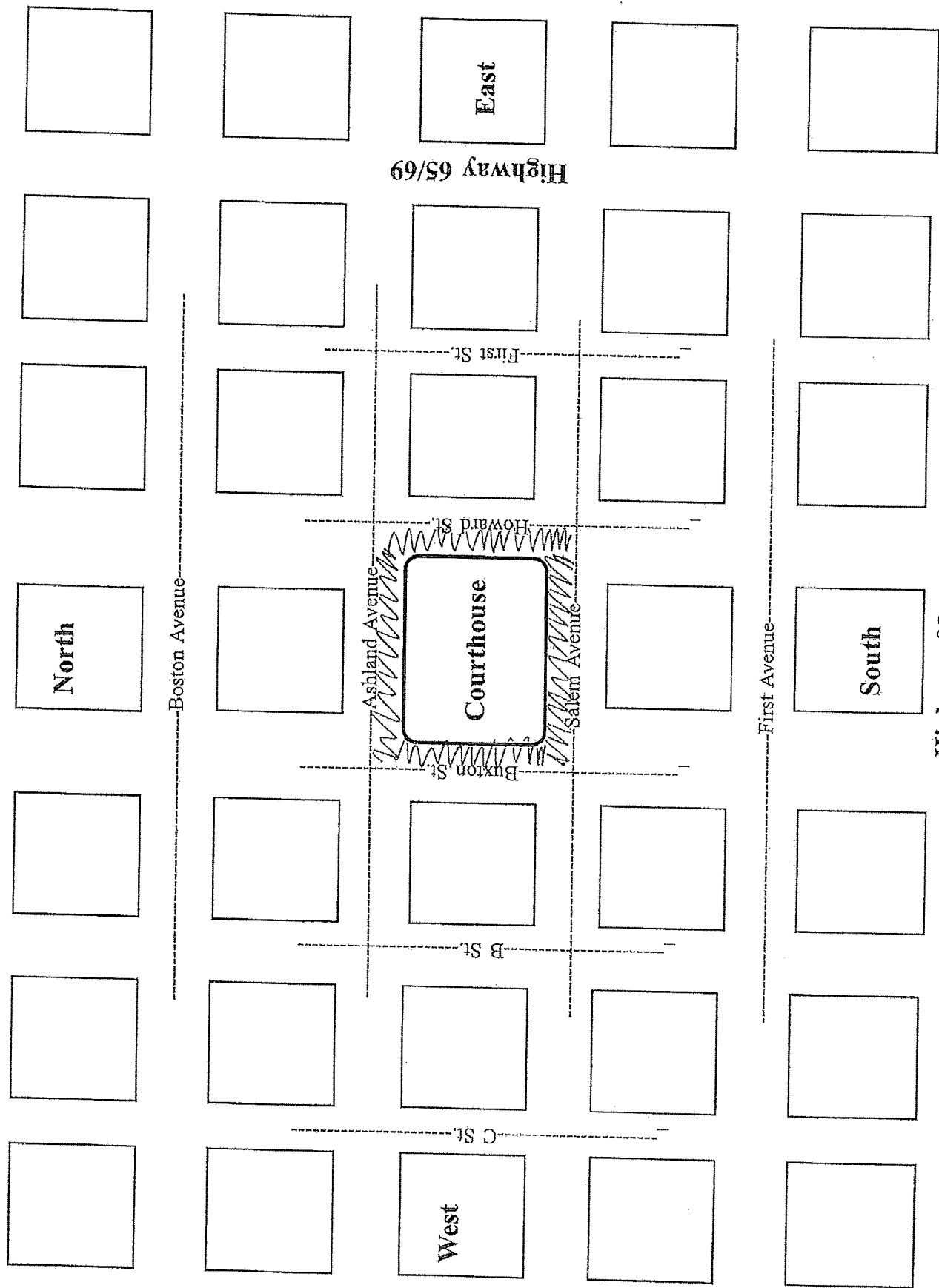
110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com



Highway 92

*Wavy = blocked off area, no traffic permitted
parking available on outer lanes*

Meeting Date: 09/21/2015

Information

Subject

Street usage request from the Indianola High School Student Council - Homecoming Parade - October 1, 2015 from 4:00 p.m. - 7:30 p.m. - parade route includes starting at the Indianola High School, west on Ashland, south on Buxton, east on Salem, south on First Street then east on First Avenue

Information

The Indianola High School Student Council is requesting to use the following streets for the annual Homecoming Parade on October 1, 2015, Ashland, Buxton, Salem, First Street and First Avenue. Staff has reviewed and approved. The application (packet) was received on September 16, 2015.

Attachments

Application

Date: 9/16/15

Event Application

For Indianola Homecoming Parade

Event Date : October 1, 2015 (4:00 p.m. - 7:30 p.m.)

Staff Recommendation and Chamber Notification

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

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

	Approve	Disapprove
Street Department – Ed Yando	<u>OIC EY</u>	_____
Fire Department – Greg Chia	<u>OK Greg Chia</u>	_____
Police Department – Brian Sher	<u>OK BS</u>	_____
Interim City Manager – Chris Des Planques	<u>OK CD</u>	_____
HR & Risk Manager – RoxAnne Hunerdosse	<u>OK RAH</u>	_____
Chamber of Commerce	Fax: 961-9753	_____

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Indianola Homecoming Parade
 Date/Time of Event: 10/1/15
 Location of Event: Indianola High School + Square
 Event Sponsor(s): I.H.S. Aaron Lester Jori Coghlan

Contact Information:

Organization: Indianola High School
 Contact Name: AARON Lester / Jori Coghlan
 Address: 1304 East 1st Ave.
 Telephone Number: 515-961-9510 Ext. 2139
 Cell Phone Number: 515-210-8256
 Fax Number: _____
 Email Address: Aaron.Lester@Indianola, IA, US
 Today's Date: 9/15/15

Anticipated Attendance: _____ Per Day _____ Total

Event Information:

Setup Begins	Date: <u>10/1</u>	Time <u>4:00 p.m.</u>	Day of Week <u>Thurs</u>
Event Starts	Date: <u>10/1</u>	Time <u>6:00 p.m.</u>	Day of Week <u>Thurs</u>
Event Ends	Date: <u>10/1</u>	Time <u>7:30 p.m.</u>	Day of Week <u>Thurs.</u>
Dismantle	Date: _____	Time _____	Day of Week _____


 Applicant Signature

RETURN PERMIT APPLICATION TO:

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

Narrative:

Please describe your request and event:

Homecoming Parade

Please describe what streets you are planning to close:

*From High School /
65-69*

*Ashland to the square, N. Buxton on west side of square,
W. Salem on south side of square to movie theater 1 block of 1st
St. then 1st Ave. back to high school.*

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.

*School Staff and administration will be
available along the route to assist in any problems.*

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

Staff and Admin. will be on hand.

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

*Walk the route afterwards
and pick up and move barricades.*

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

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

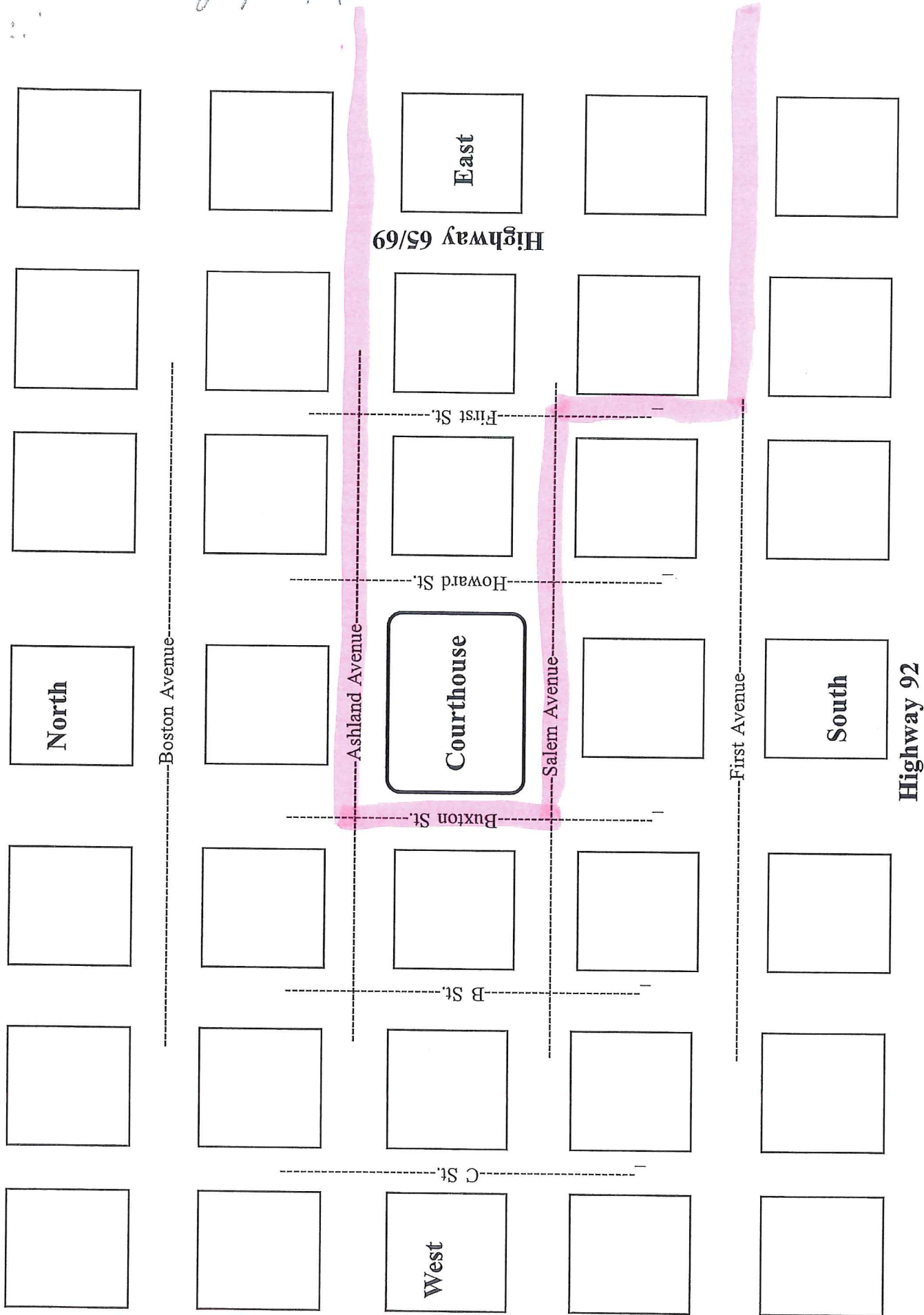
Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

High School



Information

Subject

Claims on the computer printout for September 21, 2015 and August 2015 receipts

Information

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
A-CHECK GLOBAL	001-6500-64900	BACKGROUND CHECKS	08/31/2015	245.50
BENDON INDIANOLA MECHANICAL	001-6500-63100	REPAIR RPZ FIRE STATION	09/09/2015	247.90
BOWLIN, DIANA	001-6200-62300	MEAL	09/09/2015	10.00
BURGIN, CHARLES	001-1700-62300	LUNCH	09/09/2015	11.00
CAPITAL EXPRESS	001-6200-65080	POSTAGE	08/29/2015	37.67
COLIN BAENZIGER & ASSOCIATES	001-6500-64900	PHASE I - EXECUTIVE RECRUIT	09/15/2015	3,250.00
DES MOINES WATER WORKS	001-6200-65080	AUGUST BILLING & INSERTS	09/10/2015	3,045.38
DESTINY SOFTWARE INC	001-6500-64190	ANNUAL SOFTWARE LICENSE -	08/01/2015	1,750.00
ELLIS LAW OFFICES P.C.	001-6500-64110	C1500-001	08/31/2015	35.00
ELLIS LAW OFFICES P.C.	001-6500-64110	D. GOERING	08/31/2015	22.50
ELLIS LAW OFFICES P.C.	001-6500-64110	501c3	08/31/2015	90.00
ELLIS LAW OFFICES P.C.	001-6500-64110	DOG BITE CLAIM	08/31/2015	290.00
ELLIS LAW OFFICES P.C.	001-6500-64110	A. OLSEN	08/31/2015	15.00
ELLIS LAW OFFICES P.C.	001-6500-64110	T. TUDOR	08/31/2015	15.00
ELLIS LAW OFFICES P.C.	001-6500-64110	B. MCVEY	08/31/2015	180.00
ELLIS LAW OFFICES P.C.	001-6500-64110	R. SEUFERER	08/31/2015	172.50
ELLIS LAW OFFICES P.C.	001-6500-64110	T. JOHNSTON	08/31/2015	60.00
ELLIS LAW OFFICES P.C.	001-6500-64110	N. KICKBUSH	08/31/2015	75.00
ELLIS LAW OFFICES P.C.	001-6500-64110	G. FAUBLE	08/31/2015	270.00
EMPLOYEE & FAMILY RESOURCES	001-1700-61430	ANNUAL CONTRACT	09/02/2015	49.50
EMPLOYEE & FAMILY RESOURCES	001-6100-61430	ANNUAL CONTRACT	09/02/2015	115.50
EMPLOYEE & FAMILY RESOURCES	001-6150-61430	ANNUAL CONTRACT	09/02/2015	16.50
EMPLOYEE & FAMILY RESOURCES	001-6200-61430	ANNUAL CONTRACT	09/02/2015	99.00
EMPLOYEE & FAMILY RESOURCES	001-6210-61430	ANNUAL CONTRACT	09/02/2015	16.50
EMPLOYEE & FAMILY RESOURCES	001-6250-61430	ANNUAL CONTRACT	09/02/2015	16.50
HOPKINS & HUEBNER P.C.	001-1700-64900	28E ENNEXATION MORATORIUM	09/02/2015	30.00
HY-VEE FOOD STORE	001-6500-65990	PLANT	09/03/2015	50.00
INDIANOLA MUNICIPAL UTILITIES	001-6500-67260	TRANSFER/CONT. OF 210 N 1S	09/15/2015	20,000.00
INDOFF INCORPORATED	001-6200-65070	PAPER	09/09/2015	550.00
IOWA WATER MANAGEMENT COMPANY	001-6500-63100	WATER MGMT - MUN BLDG	09/01/2015	150.00
JIM'S JOHNS	001-2900-64990	KYBOS - (DUMP)	08/18/2015	40.00
KOSMAN CLEANING CREW LLC	001-6500-64090	1ST HALF OF SEPT	09/14/2015	2,166.67
LIGHTEDGE SOLUTIONS INC	001-6210-65070	HD SHIPPING	09/01/2015	9.00
MAHASKA COMMUNICATION GROUP	001-6210-64990	INTERNET	09/01/2015	65.92
MAHASKA COMMUNICATION GROUP	001-6200-63730	TELEPHONE	09/01/2015	90.63
MAHASKA COMMUNICATION GROUP	001-1700-63730	TELEPHONE	09/01/2015	20.92
MC COY HARDWARE INC	001-6200-65070	BATTERIES	09/02/2015	23.38
MID AMERICAN ENERGY CO.	001-6500-63710	05931-25003 N HWY 65/69 ENT	09/16/2015	20.34
NOLASOFT DEVELOPMENT	001-6500-64990	ANNUAL DOMAIN REGISTRAR	09/04/2015	19.00
RECORD-HERALD & INDIANOLA	001-6500-64020	CC MIN-07	08/30/2015	25.67
RECORD-HERALD & INDIANOLA	001-6500-64020	NUISANCE NOTICE	08/30/2015	80.76
RECORD-HERALD & INDIANOLA	001-6500-64020	CC MIN-08	08/30/2015	236.43
RECORD-HERALD & INDIANOLA	001-1700-64020	BD ADJ	08/30/2015	27.09
ROBINSON, MINDI	001-1700-62300	LUNCH	09/09/2015	10.20
STOREY-KENWORTHY CO.	001-6200-65070	DISCONNECT NOTICES	08/26/2015	410.93
U.S. BANK	001-6210-64141	STOCK PHOTOGRAPHY	09/07/2015	520.00
U.S. BANK	001-6210-67250	COMPUTER MONITOR	09/07/2015	149.99
U.S. BANK	001-6210-64990	MONTHLY DMX CHARGE PHONE	09/07/2015	24.95
U.S. BANK	001-6210-65070	BATTERIES UPS	09/07/2015	200.56
U.S. BANK	001-6210-67240	WIFI ACCESS POINTS	09/07/2015	277.03
U.S. BANK	001-6210-64141	ADOBE SOFTWARE SUBSCRIPTION	09/07/2015	49.99
U.S. BANK	001-6500-65070	COUNCIL CHAMBERS MICROPHONE	09/07/2015	232.00
U.S. BANK	001-6210-65070	IT SUPPLIES (NETWORKING)	09/07/2015	109.35
U.S. BANK	001-6210-64141	ADOBE SOFTWARE SUBSCRIPTION	09/07/2015	49.99
U.S. BANK	001-6210-65070	USB FLASH DRIVES	09/07/2015	54.55
U.S. BANK	001-6500-65070	COUNCIL CHAMBERS PODIUM	09/07/2015	464.00
U.S. BANK	001-6150-62300	TRAINING	09/07/2015	100.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
UNUM LIFE INSURANCE CO OF	001-6200-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	231.91
UNUM LIFE INSURANCE CO OF	001-6250-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	115.00
UNUM LIFE INSURANCE CO OF	001-1700-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	87.45
UNUM LIFE INSURANCE CO OF	001-6210-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	24.33
VERIZON WIRELESS	001-6200-63730	WIRELESS FOR SPARE LAPTO	08/26/2015	20.01
WARREN COUNTY RECORDER	001-6500-64050	REC FEES	09/08/2015	73.00
Total GENERAL FUND:				36,947.00
POLICE FUND				
CRAIG'S AUTOMOTIVE	011-1100-63320	REPAIR VEHICLE	09/09/2015	165.00
CRAIG'S AUTOMOTIVE	011-1100-63320	REPAIR VEHICLE	07/28/2015	15.00
CRAIG'S AUTOMOTIVE	011-1100-63320	REPAIR VEHICLE	08/25/2015	188.62
CRAIG'S AUTOMOTIVE	011-1100-63320	REPAIR VEHICLE	08/26/2015	68.50
CRAIG'S AUTOMOTIVE	011-1100-63320	REPAIR VEHICLE	09/02/2015	428.00
CRAIG'S AUTOMOTIVE	011-1100-63320	SERVICE VEHICLE	08/12/2015	80.95
CRAIG'S AUTOMOTIVE	011-1100-63320	SERVICE VEHICLE	08/23/2015	165.00
CRAIG'S AUTOMOTIVE	011-1100-63320	SERVICE VEHICLE	08/07/2015	46.50
EMPLOYEE & FAMILY RESOUR	011-1100-61430	ANNUAL CONTRACT	09/02/2015	363.00
INFOMAX OFFICE SYSTEMS IN	011-1100-64990	COPIER CONTRACT	09/03/2015	97.35
KELLER, JUSTIN	011-1100-65050	FUEL	09/02/2015	120.12
MAHASKA COMMUNICATION G	011-1100-63730	TELEPHONE	09/01/2015	125.50
MAHASKA COMMUNICATION G	011-1100-63730	INTERNET	09/01/2015	21.99
MEDTRAK SERVICES	011-1100-64120	411 RX	08/31/2015	71.83
PAYPAL CREDIT	011-1100-65060	SUPPLIES	06/25/2015	30.97
SHER, BRIAN	011-1100-63730	CELL PHONE 07/23/15 - 08/22/1	08/22/2015	50.00
TOMIN'S TOWING	011-1100-64860	TOWING - ABANDONED INVOIC	09/09/2015	205.00
TRANSUNION RISK AND ALTER	011-1100-64990	CONTRACT	09/01/2015	70.00
U.S. BANK	011-1100-67240	USB HUB	09/07/2015	107.80
U.S. BANK	011-1100-65060	SUPPLIES	09/07/2015	26.34
U.S. BANK	011-1100-65060	SUPPLIES	09/07/2015	102.90
U.S. BANK	011-1100-63100	MAINT - OFFICE	09/07/2015	741.97
U.S. BANK	011-1100-63100	MAINT - OFFICE	09/07/2015	568.62
U.S. BANK	011-1100-63100	MAINT - OFFICE	09/07/2015	304.04
U.S. BANK	011-1100-65060	SUPPLIES	09/07/2015	39.11
U.S. BANK	011-1100-65060	SUPPLIES	09/07/2015	87.26
U.S. BANK	011-1100-65060	SUPPLIES	09/07/2015	21.19
UNUM LIFE INSURANCE CO OF	011-1100-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	547.59
Total POLICE FUND:				4,860.15
FIRE FUND				
CARLISLE FIRE DEPARTMENT	015-1500-65990	FIGURE 8 RACES	08/29/2015	175.00
CARPENTER UNIFORM CO	015-1500-61810	UNIFORMS	08/27/2015	89.98
CARPENTER UNIFORM CO	015-1500-61810	UNIFORMS	09/10/2015	129.99
CARPENTER UNIFORM CO	015-1500-61810	UNIFORMS	09/10/2015	224.95
COLUMBIA SOUTHERN UNIVER	015-1500-62300	TRAINING	09/10/2015	150.00
DOWNEY TIRE SERVICE	015-1500-65050	FLAT TIRE	09/10/2015	23.45
DQE	015-1500-65050	REHAB EQUIPMENT	08/20/2015	235.13
ELECTRONIC ENGINEERING C	015-1500-63415	APPARATUS RADIO MAINTENA	08/28/2015	133.95
EMPLOYEE & FAMILY RESOUR	015-1500-61430	ANNUAL CONTRACT	09/02/2015	693.00
GALLS LLC	015-1500-61810	UNIFORMS	09/02/2015	159.99
HEIMAN FIRE EQUIPMENT	015-1500-67245	BRACKETS FOR EXTINGUISHE	08/21/2015	122.85
HEIMAN FIRE EQUIPMENT	015-1500-63410	EQUIPMENT FIRE	08/27/2015	71.80
HY-VEE FOOD STORE	015-1500-62300	TRAINING SUPPLIES	08/31/2015	20.08
INDOFF INCORPORATED	015-1500-65060	STATION SUPPLIES	09/04/2015	183.92
INFOMAX OFFICE SYSTEMS IN	015-1500-64990	PRINTING	08/26/2015	3.60
IOWA STATE UNIVERSITY	015-1500-62300	TRAINING	09/09/2015	130.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
MAHASKA COMMUNICATION G	015-1500-63730	TELEPHONE	09/01/2015	76.70
MAHASKA COMMUNICATION G	015-1500-63730	INTERNET	09/01/2015	21.99
MC COY HARDWARE INC	015-1500-65070	HARDWARE	08/24/2015	25.18
MC COY HARDWARE INC	015-1500-65070	HARDWARE	09/03/2015	2.51
MC COY HARDWARE INC	015-1500-65070	HARDWARE	09/08/2015	8.54
MED COMPASS	015-1500-64120	FIT TEST/PHYSICALS	09/01/2015	3,417.00
MENARDS	015-1500-65076	STATION SUPPLIES	09/15/2015	36.36
MIDWEST BREATHING AIR LLC	015-1500-63410	AIR SUPPLY SYSTEM MAINTEN	09/09/2015	126.60
MILO FIRE DEPARTMENT	015-1500-65990	FIGURE 8 RACES	08/29/2015	175.00
NATIONAL FIRE PROTECTION	015-1500-65069	FPB - SUPPLIES	08/25/2015	496.88
O'REILLY AUTO PARTS	015-1500-65050	FILTERS	09/08/2015	190.91
O'REILLY AUTO PARTS	015-1500-65050	OIL	09/08/2015	57.16
POSITIVE PROMOTIONS	015-1500-65069	FPB SUPPLIES	08/27/2015	320.45
SANDRY FIRE SUPPLY LLC	015-1500-65500	MSA - FACE PIECE EQUIPMENT	08/21/2015	156.68
UNUM LIFE INSURANCE CO OF	015-1500-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	59.69
VERIZON WIRELESS	015-1500-63730	330 LAPTOP/330 CELL	08/26/2015	50.63
WAL-MART STORES INC.	015-1500-65070	STATION SUPPLIES	08/28/2015	11.44
WAL-MART STORES INC.	015-1500-65070	STATION SUPPLIES	08/24/2015	69.82

Total FIRE FUND:

7,851.23

AMBULANCE FUND

AIRGAS USA LLC	016-1600-65070	OXYGEN	08/31/2015	61.50
AIRGAS USA LLC	016-1600-65070	OXYGEN	08/31/2015	58.90
EMPLOYEE & FAMILY RESOUR	016-1600-61430	ANNUAL CONTRACT	09/02/2015	132.00
MAHASKA COMMUNICATION G	016-1600-63730	TELEPHONE	09/01/2015	28.61
MERCY COLLEGE OF HEALTH	016-1600-62300	CEH'S	09/08/2015	15.00
MERCY MEDICAL CENTER	016-1600-66990	ALS TIER	08/08/2015	207.00
METHODIST OCCUPATIONAL H	016-1600-64120	PHYSICALS	08/31/2015	1,401.02
O'REILLY AUTO PARTS	016-1600-65050	BLUE DEF	08/31/2015	37.50
PHILIPS MEDICAL CAPITAL	016-1600-67245	MONITOR CONTRACT	09/06/2015	1,348.11
SOUTHEASTERN EMERGENCY	016-1600-65070	EMS SUPPLIES	08/28/2015	6.45
SOUTHEASTERN EMERGENCY	016-1600-65070	EMS SUPPLIES	09/04/2015	840.55
TRIZETTO PROVIDER Solutio	016-1600-64190	ELECTRONIC CLAIMS FILING	09/01/2015	150.13
UNUM LIFE INSURANCE CO OF	016-1600-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	253.93
VERIZON WIRELESS	016-1600-63730	EMS CELL PHONES	08/26/2015	131.27
VERMED	016-1600-65070	EMS SUPPLIES	08/27/2015	505.68

Total AMBULANCE FUND:

5,177.65

LIBRARY FUND

A TO Z DATABASES	041-4100-65020	DATABASE RENEWAL	08/29/2015	525.00
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD	07/23/2015	21.86
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD	07/24/2015	21.86
BAKER & TAYLOR ENTERTAIN	041-4100-65022	3 DVD'S	07/31/2015	50.28
BAKER & TAYLOR ENTERTAIN	041-4100-65022	DVD	08/03/2015	25.50
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/29/2015	339.80
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/30/2015	451.28
BAKER AND TAYLOR	041-4100-65020	BOOKS	07/30/2015	41.45
BAKER AND TAYLOR	041-4100-65020	BOOKS	08/06/2015	296.59
BAKER AND TAYLOR	041-4100-65020	BOOKS	08/13/2015	1,357.24
BAKER AND TAYLOR	041-4100-65020	BOOKS	08/05/2015	26.36
BAKER AND TAYLOR	041-4100-65020	BOOKS	08/19/2015	30.11
BLACKSTONE AUDIO INC	041-4100-65021	BOOK ON CD	07/24/2015	50.00
CENTER POINT LARGE PRINT	041-4100-65020	4 LARGE PRINT BOOKS	08/01/2015	95.43
CITY OF INDIANOLA - UTILITY	041-4100-63710	UTILITIES	08/31/2015	2,807.47
CITY OF INDIANOLA - UTILITY	041-4150-65990	UTILITIES - RENTAL HOUSE	08/31/2015	74.70
DUST PROS JANITORIAL	041-4100-64090	MONTHLY CLEANING	09/08/2015	1,170.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
DUST PROS JANITORIAL	041-4100-65071	JANITORIAL SUPPLIES	09/08/2015	210.14
EMPLOYEE & FAMILY RESOUR	041-4100-61430	ANNUAL CONTRACT	09/02/2015	115.50
INDOFF INCORPORATED	041-4100-65070	OFFICE SUPPLIES	08/11/2015	168.30
INDOFF INCORPORATED	041-4100-65079	OFFICE SUPPLIES	08/13/2015	18.39
INFOMAX OFFICE SYSTEMS IN	041-4100-63400	REPLACE CONTROL BOARD IN	08/17/2015	333.33
IOWA WATER MANAGEMENT C	041-4100-63100	WATER MGMT - LIBRARY	09/01/2015	40.00
MAHASKA COMMUNICATION G	041-4100-63730	TELEPHONE	09/01/2015	76.70
MAHASKA COMMUNICATION G	041-4100-63730	INTERNET	09/01/2015	21.99
MC COY HARDWARE INC	041-4100-65070	OAK WOOD PUTTY	08/12/2015	3.59
MID AMERICAN ENERGY CO.	041-4100-63710	NATURAL GAS	08/20/2015	12.73
MID AMERICAN ENERGY CO.	041-4150-65990	NATURAL GAS	08/20/2015	17.99
PENGUIN RANDOM HOUSE LLC	041-4100-65021	BOOK ON CD	08/01/2015	33.75
PETTY CASH-CITY LIBRARY	041-4100-65990	REPLACE PETTY CASH	09/08/2015	50.00
RECORDED BOOKS INC	041-4100-65022	DVD	07/29/2015	41.60
RECORDED BOOKS INC	041-4100-65021	BOOK ON CD	07/27/2015	45.40
RECORDED BOOKS INC	041-4100-65021	BOOK ON CD	07/30/2015	99.00
RECORDED BOOKS INC	041-4100-65021	BOOK ON CD	08/03/2015	82.20
RECORDED BOOKS INC	041-4100-65022	DVD	08/20/2015	41.60
T.R.M. DISPOSAL LLC	041-4100-64090	TRASH REMOVAL ACCT #506	08/24/2015	89.00
U.S. BANK	041-4100-67240	LAPTOP BATTERY	09/07/2015	55.45
UNIQUE MANAGEMENT SERVI	041-4100-64990	COLLECTION AGENCY FEES	09/01/2015	79.60
UNUM LIFE INSURANCE CO OF	041-4100-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	80.95
WAL-MART STORES INC.	041-4100-65079	PROGRAM SUPPLIES	08/24/2015	13.74
WARREN COUNTY TREASURE	041-4150-65990	PROPERTY TAXES - LIBRARY	08/31/2015	1,200.00
WOOD ROOFING COMPANY	041-4100-63100	ROOF REPAIRS	08/26/2015	338.00
WT. COX SUBSCRIPTIONS	041-4100-65020	MAGAZINE SUBSCRIPTION RE	08/24/2015	2,679.50

Total LIBRARY FUND:

13,333.38

PARK & RECREATION FUND

AMOS, GINA	042-4400-66990	REFUND - BASKETBALL	09/14/2015	52.00
ASKELSEN, ANGELA	042-4400-66990	REFUND - BASKETBALL	09/14/2015	57.00
ATLANTIC BOTTLING CO.	042-4400-65070	SB CONCESSIONS	09/01/2015	206.60
BAILEY IRRIGATION	042-4400-63100	CAF VALVE REPAIR	08/10/2015	263.50
BATES, CRYSTAL	042-4400-66990	REFUND - BASKETBALL	09/14/2015	52.00
BELIEU, KERRY	042-4300-67260	REBAR FOR BIKE TRAIL N JEFF	09/07/2015	725.00
BOWANS, ANDREW	042-4400-64250	FLAG FB OFFICIAL	09/14/2015	36.00
BOWER, BONITA	042-4400-66990	REFUND - SCHEDULE CONFLIC	09/10/2015	40.00
CHRISTENSEN, SARAH	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	63.00
CLENDENEN, CARRIE	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
CORY, TARRY	042-4400-64250	ADULT SB UMPIRE	09/14/2015	100.00
COX CONCRETE	042-4300-69123	HWY 65/69 BIKE TRAIL PROJEC	09/07/2015	45,344.00
CR SERVICES	042-4200-65060	CHAIRMATs	09/01/2015	266.00
CRAWFORD, RICHARD L.	042-4400-64250	ADULT SB UMPIRE	09/14/2015	175.00
DARR, SARAH	042-4400-66990	REFUND - BASKETBALL	09/14/2015	32.00
DEFENBAUGH, ELLEN	042-4400-66990	REFUND - BASKETBALL	09/14/2015	52.00
DLH GRAFX	042-4400-61810	T-SHIRTS - NERF FB	09/02/2015	159.90
DLH GRAFX	042-4400-61810	T-SHIRTS - FLAG FB	09/03/2015	398.04
EMPLOYEE & FAMILY RESOUR	042-4200-61430	ANNUAL CONTRACT	09/02/2015	49.50
EMPLOYEE & FAMILY RESOUR	042-4300-61430	ANNUAL CONTRACT	09/02/2015	66.00
EMPLOYEE & FAMILY RESOUR	042-4400-61430	ANNUAL CONTRACT	09/02/2015	66.00
FARNER-BROCKEN CO	042-4400-65070	SB CONCESSIONS	08/31/2015	870.03
FICKES, EDWARD LEE	042-4400-64250	ADULT SB UMPIRE	09/14/2015	75.00
GIBSON, HOLLY	042-4400-66990	REFUND - BASKETBALL	09/14/2015	52.00
GROUND ZERO MUSIC INC.	042-4400-65070	PA SYSTEM SPEAKER CABLES	09/10/2015	238.00
HEABERLIN, KARLA	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
HOOVER, JILL	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
IA AMATEUR SOFTBALL ASSN	042-4400-62100	LEAGUE TEAM REGISTRATION	09/14/2015	837.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
JACOBS, LEAH	042-4400-66990	REFUND - BASKETBALL	09/14/2015	52.00
JACOBS, LEAH	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
JANES, KARI	042-4400-64250	YOUTH SOCCER OFFICIAL	09/14/2015	60.00
JIM'S JOHNS	042-4300-64090	KYBOS - (PARKS)	08/18/2015	240.00
JORDAN, JULIE	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
KONICA MINOLTA BUSINESS S	042-4200-65060	COPIES	08/31/2015	144.51
LASCHANZKY, KAYLA	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
LUNDQUIST, DREW	042-4400-64250	FLAG FB OFFICIAL	09/14/2015	36.00
MAHASKA COMMUNICATION G	042-4400-63730	TELEPHONE	09/01/2015	57.22
MAHASKA COMMUNICATION G	042-4300-63730	TELEPHONE	09/01/2015	34.86
MAHASKA COMMUNICATION G	042-4400-63730	TELEPHONE	09/01/2015	6.97
MAHASKA COMMUNICATION G	042-4200-63730	TELEPHONE	09/01/2015	104.59
MAHASKA COMMUNICATION G	042-4200-63730	INTERNET	09/01/2015	21.99
MC COY HARDWARE INC	042-4300-65070	CONCRETE BOLTS	09/01/2015	1.39
MC COY HARDWARE INC	042-4300-65070	HEX NUTS	09/09/2015	18.88
MC COY HARDWARE INC	042-4300-65070	CLAMP	09/09/2015	1.34
MC COY HARDWARE INC	042-4300-65071	LIGHT BULBS	08/31/2015	5.84
MC COY HARDWARE INC	042-4400-63100	SB COMPLEX HARDWARE	09/11/2015	21.32
MC INTYRE, CRAIG	042-4400-64250	ADULT SB UMPIRE	09/14/2015	175.00
MCGRAW, SANDY	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
MCKENZIE, RUSTY	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	63.00
MIDWEST OFFICE TECH	042-4200-65060	COPIES	08/31/2015	43.00
MILLER, DAVID	042-4400-66990	SOCCER SCHEDULE	09/09/2015	65.00
NELSEN, KELLY	042-4400-66990	REFUND - BASKETBALL	09/14/2015	52.00
NORWALK READY-MIXED CON	042-4300-65070	CONCRETE TRAIL SIGN	09/02/2015	122.00
O'REILLY AUTO PARTS	042-4300-65051	PLUG REFILL	09/10/2015	4.07
O'REILLY AUTO PARTS	042-4300-65070	TIRE GUAGE LP	09/10/2015	2.46
PER MAR SECURITY	042-4400-64990	FIRE ALARM MONITORING OCT	09/08/2015	123.90
PETERS, KAREN	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	25.00
PETTY CASH-RECREATION	042-4400-66990	REFUND KEY CARD - DARR	09/14/2015	25.00
PETTY CASH-RECREATION	042-4400-66990	REFUND KEY CARD - KINGKAD	09/14/2015	24.00
PETTY CASH-RECREATION	042-4200-65080	POSTAGE	09/14/2015	1.42
SOWERS-GEISLER, SARA	042-4400-66990	REFUND - BASKETBALL	09/14/2015	57.00
SPRINGER PEST SOLUTIONS D	042-4400-64090	ACTIVITY CENTER PEST CONT	09/14/2015	61.00
SWANK MOTION PICTURES IN	042-4400-64990	OUTDOOR MOVIE - LEGO MOVI	08/18/2015	376.00
THEISEN'S	042-4300-65070	PARTS	09/01/2015	34.91
THEISEN'S	042-4300-65070	BALLAST	09/08/2015	27.99
THEISEN'S	042-4400-63100	BALLAST	09/08/2015	27.99
TURNBULL, KIM	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	68.00
U.S. BANK	042-4200-64190	ADOBE SOFTWARE SUBSCRIP	09/07/2015	49.99
U.S. BANK	042-4300-65990	RAFFLE PERMIT FEE	09/07/2015	20.00
U.S. BANK	042-4200-62100	NRPA AGENCY MEMBERSHIP	09/07/2015	600.00
U.S. BANK	042-4400-65070	DODGEBALLS	09/07/2015	73.49
UITERMARKT, LAURIE	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	48.00
UNUM LIFE INSURANCE CO OF	042-4300-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	159.99
UNUM LIFE INSURANCE CO OF	042-4400-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	19.58
UNUM LIFE INSURANCE CO OF	042-4200-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	79.87
WAL-MART STORES INC.	042-4400-65070	SB CONCESSIONS	09/04/2015	17.00
WAL-MART STORES INC.	042-4400-65070	ZONE SUPPLIES	09/09/2015	46.69
WAL-MART STORES INC.	042-4400-65072	BATTERIES	09/01/2015	16.94
WESLEY WOODS CAMP & RET	042-4400-64205	HORSEBACK RIDE SEPT 13	09/11/2015	222.00
YOUNG, MATT	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	63.00
ZISOFF, BRANDY	042-4400-66990	REFUND - VOLLEYBALL	09/14/2015	63.00

Total PARK & RECREATION FUND:

54,276.77

POOL (MEMORIAL) FUND

MAHASKA COMMUNICATION G	045-4500-63730	TELEPHONE	09/01/2015	13.94
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Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
MID AMERICAN ENERGY CO.	045-4500-63710	POOL UTILITIES JULY - AUG FI	08/26/2015	10.30
U.S. BANK	045-4500-65070	POOL SUPPLIES	09/07/2015	114.00
U.S. BANK	045-4500-65070	COUNTERS	09/07/2015	16.29
U.S. BANK	045-4500-65070	LUNCHEON SUPPLIES	09/07/2015	110.94
Total POOL (MEMORIAL) FUND:				265.47
ROAD USE TAX FUND				
BRUENING ROCK PRODUCTS	110-2100-65073	ROAD STONE	08/31/2015	277.78
CNM OUTDOOR EQUIPMENT	110-2100-63320	PULL ROPE	06/02/2015	16.40
EDEAL, TRENT	110-2100-64990	ROW AGREEMENT	09/14/2015	262.50
EMPLOYEE & FAMILY RESOUR	110-2100-61430	ANNUAL CONTRACT	09/02/2015	99.00
FASTENAL	110-2100-65073	PROPANE TORCH	08/31/2015	63.26
MAHASKA COMMUNICATION G	110-2100-63730	TELEPHONE	09/01/2015	13.94
MAHASKA COMMUNICATION G	110-2100-64900	INTERNET	09/01/2015	21.99
MC COY HARDWARE INC	110-2100-65076	DUCT TAPE	09/09/2015	7.19
MC COY HARDWARE INC	110-2100-65073	CHALKING	09/14/2015	8.09
MIDWEST BEARING & SUPPLY	110-2100-63320	BEARINGS	09/10/2015	32.46
NORWALK READY-MIXED CON	110-2100-65073	101/103 S B ST SEWER REPAIR	08/19/2015	343.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/26/2015	1,617.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/27/2015	637.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/31/2015	632.50
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	09/01/2015	1,045.00
O'HALLORAN INTERNATIONAL	110-2100-63320	PARTS	09/11/2015	43.87
O'REILLY AUTO PARTS	110-2100-63320	FILTER	09/02/2015	29.12
O'REILLY AUTO PARTS	110-2100-63320	PARTS	09/03/2015	16.37
O'REILLY AUTO PARTS	110-2100-65076	BRAKLEEN	09/03/2015	90.45
O'REILLY AUTO PARTS	110-2100-65076	CUT OFF TOOL	09/03/2015	39.99
O'REILLY AUTO PARTS	110-2100-63320	HYD HOSE	09/08/2015	41.72
O'REILLY AUTO PARTS	110-2100-63320	HOSE FITTINGS	09/08/2015	5.33
O'REILLY AUTO PARTS	110-2100-63320	WIRE CONNECTOR	09/08/2015	10.49
O'REILLY AUTO PARTS	110-2100-63320	PARTS	09/10/2015	30.51-
O'REILLY AUTO PARTS	110-2100-63320	HOSE COUPLING	09/10/2015	1.20
O'REILLY AUTO PARTS	110-2100-65076	LUBRICANT	09/10/2015	6.99
O'REILLY AUTO PARTS	110-2100-63320	FILTER/HOSE COUPLING	09/10/2015	33.60
O'REILLY AUTO PARTS	110-2100-63320	HYD HOSE	09/16/2015	42.37
SNAP-ON TOOLS	110-2100-65076	TEST LIGHT MAT.	08/27/2015	9.85
UNUM LIFE INSURANCE CO OF	110-2100-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	216.88
VETTER EQUIPMENT CO	110-2100-63320	FILTERS	09/02/2015	36.50
WARREN COUNTY OIL	110-2100-65050	MOTOR OIL	09/10/2015	530.00
YANDO, ED	110-2100-61810	CLOTHING ALLOWANCE - BAS	09/05/2015	97.48
Total ROAD USE TAX FUND:				6,298.81
LIBRARY SPECIAL REVENUE FUND				
BAKER AND TAYLOR	141-4100-65020	BOOKS	07/29/2015	25.16
BAKER AND TAYLOR	141-4100-65020	BOOKS	07/30/2015	104.94
BAKER AND TAYLOR	141-4100-65020	BOOKS	08/06/2015	14.97
BAKER AND TAYLOR	141-4100-65020	BOOKS	08/13/2015	69.24
BAKER AND TAYLOR	141-4100-65024	BOOKS	08/13/2015	127.40
BLACKSTONE AUDIO INC	141-4100-65020	BOOK ON CD	07/24/2015	50.00
CENTER POINT LARGE PRINT	141-4100-65020	LARGE PRINT BOOK	08/01/2015	22.72
MOVIE LICENSING USA	141-4100-65024	LICENSING TO SHOW MOVIES	09/01/2015	321.00
RECORDED BOOKS INC	141-4100-65020	BOOK ON CD	08/04/2015	36.00
UNEXPLAINED RESEARCH	141-4100-65024	PROGRAM 11-3-2015	08/13/2015	300.00
Total LIBRARY SPECIAL REVENUE FUND:				1,071.43

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
PARK & REC SPECIAL REV FUND				
CAMBRON & THACKER	142-4635-65070	BUXTON SIDEWALK	08/01/2015	3,602.00
IOWA PARK & REC. ASSOC.	142-4610-65991	TICKET SALES	09/15/2015	330.80
PETTY CASH-RECREATION	142-4615-65992	KEY CARD - JOHNSON	08/31/2015	11.50
U.S. BANK	142-4635-65070	BUXTON FLOWERS	09/07/2015	298.79
U.S. BANK	142-4635-65070	BUXTON FLOWERS	09/07/2015	226.75
Total PARK & REC SPECIAL REV FUND:				4,469.84
STREET CAPITAL PROJECTS FUND				
O & S LAWN CARE INC	321-2100-64872	MOWING - LOT 10 MEADOW BR	09/10/2015	300.00
Total STREET CAPITAL PROJECTS FUND:				300.00
CP--COMM RE-DEV (D & D) FUND				
RHINER'S PLUMBING	353-5200-67902	410 S JEFFERSON - SEWER RE	08/25/2015	2,289.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 204 N JEF	08/31/2015	238.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 410 S JEFF	08/31/2015	845.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 506 W 2ND	08/31/2015	52.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES	08/31/2015	1.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES	08/31/2015	17.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 203 W 2ND	08/31/2015	288.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 203 W 2ND	08/31/2015	251.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 400 E EUC	08/31/2015	31.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 910 E 2ND	08/31/2015	685.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 401 E EUC	08/31/2015	450.00
Total CP--COMM RE-DEV (D & D) FUND:				5,147.00
SEWER FUND				
AL'S TRANSMISSION SERVICE	610-8325-63410	REPAIR TRANSMISSION IN CA	09/04/2015	2,467.36
AL'S TRANSMISSION SERVICE	610-8325-63410	UTILITY VAN PTO GASKET SER	09/10/2015	430.38
CASUAL RAGS	610-8300-61810	SWEATSHIRTS	09/10/2015	82.56
CASUAL RAGS	610-8300-61810	WORK SHIRTS	09/10/2015	546.22
CHUMBLEY & JONES OIL	610-8350-65049	KEROSENE	09/10/2015	80.22
CRYSTAL CLEAR WATER CO	610-8350-65012	DI WATER FOR LAB	08/28/2015	15.00
CRYSTAL CLEAR WATER CO	610-8350-65012	DI WATER FOR LAB	09/14/2015	22.50
EMPLOYEE & FAMILY RESOUR	610-8300-61430	ANNUAL CONTRACT	09/02/2015	132.00
HACH COMPANY	610-8350-65012	LAB CHEMICALS	09/03/2015	272.42
HART, NORMAN	610-8300-61440	WELLNESS 2/1/14 - 9/30/15	09/10/2015	500.00
IOWA ONE CALL	610-8300-64990	LOCATES	09/10/2015	238.50
MAHASKA COMMUNICATION G	610-8300-63730	TELEPHONE	09/01/2015	55.78
MAHASKA COMMUNICATION G	610-8300-64990	INTERNET	09/01/2015	21.46
MC COY HARDWARE INC	610-8325-65072	BRUSHES	09/14/2015	8.24
NORWALK READY-MIXED CON	610-8350-63100	WASTEWATER PLANT DRIVEW	08/25/2015	1,029.00
O'REILLY AUTO PARTS	610-8300-65050	TRANSMISSION OIL/HAND CLE	09/04/2015	55.12
PELLA PRINTING	610-8300-64900	BUSINESS CARDS	08/15/2015	65.00
THEISEN'S	610-8325-65070	STRAPS & FLASHLIGHT	09/15/2015	66.97
U.S. BANK	610-8300-64190	KEYBOARD/MOUSE	09/07/2015	24.56
U.S. BANK	610-8300-64190	LAPTOP BATTERY	09/07/2015	48.00
U.S. BANK	610-8300-65080	POSTAGE TO RETURN BATTER	09/07/2015	5.75
U.S. BANK	610-8300-62300	RICK'S WEF MEMBERSHIP	09/07/2015	82.00
UNUM LIFE INSURANCE CO OF	610-8300-61550	LIFE, AD&D AND LTD INSURAN	09/16/2015	154.24
VERIZON WIRELESS	610-8300-63730	WIRELESS FOR LAPTOP	08/26/2015	58.82
WOOSLEY LANDSCAPING & M	610-8350-64990	MOWING - PLANT	09/04/2015	1,930.00
WOOSLEY LANDSCAPING & M	610-8325-64990	MOWING - LIFTS	09/04/2015	100.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
Total SEWER FUND:				8,492.10
RECYCLING FUND				
WASTE MANAGEMENT OF IOWA	670-8400-64700	RECYCLING RES 494-0152818-0	09/04/2015	13,000.70
Total RECYCLING FUND:				13,000.70
HEALTH INSURANCE FUND				
BENEFIT SOURCE INC	820-9300-64990	NON-UNION WELLNESS	09/04/2015	123.90
STATE OF IOWA	820-9300-64990	HEALTH INS - FILING FEE	09/01/2015	100.00
Total HEALTH INSURANCE FUND:				223.90
Grand Totals:				161,715.43

City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A TO Z DATABASES				
A TO Z DATABASES	DATABASE RENEWAL	08/29/2015	525.00	LIBRARY FUND
Total A TO Z DATABASES:			525.00	
A-CHECK GLOBAL				
A-CHECK GLOBAL	BACKGROUND CHECKS	08/31/2015	245.50	GENERAL FUND
Total A-CHECK GLOBAL:			245.50	
AIRGAS USA LLC				
AIRGAS USA LLC	OXYGEN	08/31/2015	61.50	AMBULANCE FUN
AIRGAS USA LLC	OXYGEN	08/31/2015	58.90	AMBULANCE FUN
Total AIRGAS USA LLC:			120.40	
AL'S TRANSMISSION SERVICE				
AL'S TRANSMISSION SERVICE	REPAIR TRANSMISSION IN CAMERA VAN	09/04/2015	2,467.36	SEWER FUND
AL'S TRANSMISSION SERVICE	UTILITY VAN PTO GASKET SERVICE TRANS	09/10/2015	430.38	SEWER FUND
Total AL'S TRANSMISSION SERVICE:			2,897.74	
AMOS, GINA				
AMOS, GINA	REFUND - BASKETBALL	09/14/2015	52.00	PARK & RECREATI
Total AMOS, GINA:			52.00	
ASKELSEN, ANGELA				
ASKELSEN, ANGELA	REFUND - BASKETBALL	09/14/2015	57.00	PARK & RECREATI
Total ASKELSEN, ANGELA:			57.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	SB CONCESSIONS	09/01/2015	206.60	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			206.60	
BAILEY IRRIGATION				
BAILEY IRRIGATION	CAF VALVE REPAIR	08/10/2015	263.50	PARK & RECREATI
Total BAILEY IRRIGATION:			263.50	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAIN	DVD	07/23/2015	21.86	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	07/24/2015	21.86	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	3 DVD'S	07/31/2015	50.28	LIBRARY FUND
BAKER & TAYLOR ENTERTAIN	DVD	08/03/2015	25.50	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			119.50	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	07/29/2015	339.80	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/29/2015	25.16	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/30/2015	451.28	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	07/30/2015	104.94	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	07/30/2015	41.45	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	08/06/2015	296.59	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	08/06/2015	14.97	LIBRARY SPECIAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BAKER AND TAYLOR	BOOKS	08/13/2015	1,357.24	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	08/13/2015	69.24	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	08/13/2015	127.40	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	08/05/2015	26.36	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	08/19/2015	30.11	LIBRARY FUND
Total BAKER AND TAYLOR:			2,884.54	
BATES, CRYSTAL				
BATES, CRYSTAL	REFUND - BASKETBALL	09/14/2015	52.00	PARK & RECREATI
Total BATES, CRYSTAL:			52.00	
BELIEU, KERRY				
BELIEU, KERRY	REBAR FOR BIKE TRAIL N JEFFERSON WAY	09/07/2015	725.00	PARK & RECREATI
Total BELIEU, KERRY:			725.00	
BENDON INDIANOLA MECHANICAL LLC				
BENDON INDIANOLA MECHANI	REPAIR RPZ FIRE STATION	09/09/2015	247.90	GENERAL FUND
Total BENDON INDIANOLA MECHANICAL LLC:			247.90	
BENEFIT SOURCE INC				
BENEFIT SOURCE INC	NON-UNION WELLNESS	09/04/2015	123.90	HEALTH INSURAN
Total BENEFIT SOURCE INC:			123.90	
BLACKSTONE AUDIO INC				
BLACKSTONE AUDIO INC	BOOK ON CD	07/24/2015	50.00	LIBRARY SPECIAL
BLACKSTONE AUDIO INC	BOOK ON CD	07/24/2015	50.00	LIBRARY FUND
Total BLACKSTONE AUDIO INC:			100.00	
BOWANS, ANDREW				
BOWANS, ANDREW	FLAG FB OFFICIAL	09/14/2015	36.00	PARK & RECREATI
Total BOWANS, ANDREW:			36.00	
BOWER, BONITA				
BOWER, BONITA	REFUND - SCHEDULE CONFLICT	09/10/2015	40.00	PARK & RECREATI
Total BOWER, BONITA:			40.00	
BOWLIN, DIANA				
BOWLIN, DIANA	MEAL	09/09/2015	10.00	GENERAL FUND
Total BOWLIN, DIANA:			10.00	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	08/31/2015	277.78	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			277.78	
BURGIN, CHARLES				
BURGIN, CHARLES	LUNCH	09/09/2015	11.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BURGIN, CHARLES:			11.00	
CAMBRON & THACKER				
CAMBRON & THACKER	BUXTON SIDEWALK	08/01/2015	3,602.00	PARK & REC SPEC
Total CAMBRON & THACKER:			3,602.00	
CAPITAL EXPRESS				
CAPITAL EXPRESS	POSTAGE	08/29/2015	37.67	GENERAL FUND
Total CAPITAL EXPRESS:			37.67	
CARLISLE FIRE DEPARTMENT				
CARLISLE FIRE DEPARTMENT	FIGURE 8 RACES	08/29/2015	175.00	FIRE FUND
Total CARLISLE FIRE DEPARTMENT:			175.00	
CARPENTER UNIFORM CO				
CARPENTER UNIFORM CO	UNIFORMS	08/27/2015	89.98	FIRE FUND
CARPENTER UNIFORM CO	UNIFORMS	09/10/2015	129.99	FIRE FUND
CARPENTER UNIFORM CO	UNIFORMS	09/10/2015	224.95	FIRE FUND
Total CARPENTER UNIFORM CO:			444.92	
CASUAL RAGS				
CASUAL RAGS	SWEATSHIRTS	09/10/2015	82.56	SEWER FUND
CASUAL RAGS	WORK SHIRTS	09/10/2015	546.22	SEWER FUND
Total CASUAL RAGS:			628.78	
CENTER POINT LARGE PRINT				
CENTER POINT LARGE PRINT	4 LARGE PRINT BOOKS	08/01/2015	95.43	LIBRARY FUND
CENTER POINT LARGE PRINT	LARGE PRINT BOOK	08/01/2015	22.72	LIBRARY SPECIAL
Total CENTER POINT LARGE PRINT:			118.15	
CHRISTENSEN, SARAH				
CHRISTENSEN, SARAH	REFUND - VOLLEYBALL	09/14/2015	63.00	PARK & RECREATI
Total CHRISTENSEN, SARAH:			63.00	
CHUMBLEY & JONES OIL				
CHUMBLEY & JONES OIL	KEROSENE	09/10/2015	80.22	SEWER FUND
Total CHUMBLEY & JONES OIL:			80.22	
CITY OF INDIANOLA - UTILITY				
CITY OF INDIANOLA - UTILITY	UTILITIES	08/31/2015	2,807.47	LIBRARY FUND
CITY OF INDIANOLA - UTILITY	UTILITIES - RENTAL HOUSE	08/31/2015	74.70	LIBRARY FUND
Total CITY OF INDIANOLA - UTILITY:			2,882.17	
CLENDENEN, CARRIE				
CLENDENEN, CARRIE	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total CLENDENEN, CARRIE:			48.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	PULL ROPE	06/02/2015	16.40	ROAD USE TAX FU
Total CNM OUTDOOR EQUIPMENT:			16.40	
COLIN BAENZIGER & ASSOCIATES				
COLIN BAENZIGER & ASSOCIA	PHASE I - EXECUTIVE RECRUITMENT	09/15/2015	3,250.00	GENERAL FUND
Total COLIN BAENZIGER & ASSOCIATES:			3,250.00	
COLUMBIA SOUTHERN UNIVERSITY				
COLUMBIA SOUTHERN UNIVER	TRAINING	09/10/2015	150.00	FIRE FUND
Total COLUMBIA SOUTHERN UNIVERSITY:			150.00	
CORY, TARRY				
CORY, TARRY	ADULT SB UMPIRE	09/14/2015	100.00	PARK & RECREATI
Total CORY, TARRY:			100.00	
COX CONCRETE				
COX CONCRETE	HWY 65/69 BIKE TRAIL PROJECT	09/07/2015	45,344.00	PARK & RECREATI
Total COX CONCRETE:			45,344.00	
CR SERVICES				
CR SERVICES	CHAIRMATS	09/01/2015	266.00	PARK & RECREATI
Total CR SERVICES:			266.00	
CRAIG'S AUTOMOTIVE				
CRAIG'S AUTOMOTIVE	REPAIR VEHICLE	09/09/2015	165.00	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR VEHICLE	07/28/2015	15.00	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR VEHICLE	08/25/2015	188.62	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR VEHICLE	08/26/2015	68.50	POLICE FUND
CRAIG'S AUTOMOTIVE	REPAIR VEHICLE	09/02/2015	428.00	POLICE FUND
CRAIG'S AUTOMOTIVE	SERVICE VEHICLE	08/12/2015	80.95	POLICE FUND
CRAIG'S AUTOMOTIVE	SERVICE VEHICLE	08/23/2015	165.00	POLICE FUND
CRAIG'S AUTOMOTIVE	SERVICE VEHICLE	08/07/2015	46.50	POLICE FUND
Total CRAIG'S AUTOMOTIVE:			1,157.57	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	ADULT SB UMPIRE	09/14/2015	175.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			175.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	08/28/2015	15.00	SEWER FUND
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	09/14/2015	22.50	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			37.50	
DARR, SARAH				
DARR, SARAH	REFUND - BASKETBALL	09/14/2015	32.00	PARK & RECREATI
Total DARR, SARAH:			32.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DEFENBAUGH, ELLEN				
DEFENBAUGH, ELLEN	REFUND - BASKETBALL	09/14/2015	52.00	PARK & RECREATI
Total DEFENBAUGH, ELLEN:			52.00	
DES MOINES WATER WORKS				
DES MOINES WATER WORKS	AUGUST BILLING & INSERTS	09/10/2015	3,045.38	GENERAL FUND
Total DES MOINES WATER WORKS:			3,045.38	
DESTINY SOFTWARE INC				
DESTINY SOFTWARE INC	ANNUAL SOFTWARE LICENSE - AGENDAQU	08/01/2015	1,750.00	GENERAL FUND
Total DESTINY SOFTWARE INC:			1,750.00	
DLH GRAFX				
DLH GRAFX	T-SHIRTS - NERF FB	09/02/2015	159.90	PARK & RECREATI
DLH GRAFX	T-SHIRTS - FLAG FB	09/03/2015	398.04	PARK & RECREATI
Total DLH GRAFX:			557.94	
DOWNEY TIRE SERVICE				
DOWNEY TIRE SERVICE	FLAT TIRE	09/10/2015	23.45	FIRE FUND
Total DOWNEY TIRE SERVICE:			23.45	
DQE				
DQE	REHAB EQUIPMENT	08/20/2015	235.13	FIRE FUND
Total DQE:			235.13	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	MONTHLY CLEANING	09/08/2015	1,170.00	LIBRARY FUND
DUST PROS JANITORIAL	JANITORIAL SUPPLIES	09/08/2015	210.14	LIBRARY FUND
Total DUST PROS JANITORIAL:			1,380.14	
EDEAL, TRENT				
EDEAL, TRENT	ROW AGREEMENT	09/14/2015	262.50	ROAD USE TAX FU
Total EDEAL, TRENT:			262.50	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	APPARATUS RADIO MAINTENANCE	08/28/2015	133.95	FIRE FUND
Total ELECTRONIC ENGINEERING CO:			133.95	
ELLIS LAW OFFICES P.C.				
ELLIS LAW OFFICES P.C.	C1500-001	08/31/2015	35.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	D. GOERING	08/31/2015	22.50	GENERAL FUND
ELLIS LAW OFFICES P.C.	501c3	08/31/2015	90.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	DOG BITE CLAIM	08/31/2015	290.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	A. OLSEN	08/31/2015	15.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	T. TUDOR	08/31/2015	15.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	B. MCVEY	08/31/2015	180.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	R. SEUFERER	08/31/2015	172.50	GENERAL FUND
ELLIS LAW OFFICES P.C.	T. JOHNSTON	08/31/2015	60.00	GENERAL FUND
ELLIS LAW OFFICES P.C.	N. KICKBUSH	08/31/2015	75.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
ELLIS LAW OFFICES P.C.	G. FAUBLE	08/31/2015	270.00	GENERAL FUND
Total ELLIS LAW OFFICES P.C.:			1,225.00	
EMPLOYEE & FAMILY RESOURCES				
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	49.50	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	115.50	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	16.50	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	99.00	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	16.50	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	16.50	GENERAL FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	363.00	POLICE FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	693.00	FIRE FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	132.00	AMBULANCE FUN
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	115.50	LIBRARY FUND
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	49.50	PARK & RECREATI
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	66.00	PARK & RECREATI
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	66.00	PARK & RECREATI
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	99.00	ROAD USE TAX FU
EMPLOYEE & FAMILY RESOUR	ANNUAL CONTRACT	09/02/2015	132.00	SEWER FUND
Total EMPLOYEE & FAMILY RESOURCES:			2,029.50	
FARNER-BROCKEN CO				
FARNER-BROCKEN CO	SB CONCESSIONS	08/31/2015	870.03	PARK & RECREATI
Total FARNER-BROCKEN CO:			870.03	
FASTENAL				
FASTENAL	PROPANE TORCH	08/31/2015	63.26	ROAD USE TAX FU
Total FASTENAL:			63.26	
FICKES, EDWARD LEE				
FICKES, EDWARD LEE	ADULT SB UMPIRE	09/14/2015	75.00	PARK & RECREATI
Total FICKES, EDWARD LEE:			75.00	
GALLS LLC				
GALLS LLC	UNIFORMS	09/02/2015	159.99	FIRE FUND
Total GALLS LLC:			159.99	
GIBSON, HOLLY				
GIBSON, HOLLY	REFUND - BASKETBALL	09/14/2015	52.00	PARK & RECREATI
Total GIBSON, HOLLY:			52.00	
GROUND ZERO MUSIC INC.				
GROUND ZERO MUSIC INC.	PA SYSTEM SPEAKER CABLES	09/10/2015	238.00	PARK & RECREATI
Total GROUND ZERO MUSIC INC.:			238.00	
HACH COMPANY				
HACH COMPANY	LAB CHEMICALS	09/03/2015	272.42	SEWER FUND
Total HACH COMPANY:			272.42	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
HART, NORMAN				
HART, NORMAN	WELLNESS 2/1/14 - 9/30/15	09/10/2015	500.00	SEWER FUND
Total HART, NORMAN:			500.00	
HEABERLIN, KARLA				
HEABERLIN, KARLA	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total HEABERLIN, KARLA:			48.00	
HEIMAN FIRE EQUIPMENT				
HEIMAN FIRE EQUIPMENT	BRACKETS FOR EXTINGUISHERS	08/21/2015	122.85	FIRE FUND
HEIMAN FIRE EQUIPMENT	EQUIPMENT FIRE	08/27/2015	71.80	FIRE FUND
Total HEIMAN FIRE EQUIPMENT:			194.65	
HOOVER, JILL				
HOOVER, JILL	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total HOOVER, JILL:			48.00	
HOPKINS & HUEBNER P.C.				
HOPKINS & HUEBNER P.C.	28E ENNEXATION MORATORIUM	09/02/2015	30.00	GENERAL FUND
Total HOPKINS & HUEBNER P.C.:			30.00	
HY-VEE FOOD STORE				
HY-VEE FOOD STORE	TRAINING SUPPLIES	08/31/2015	20.08	FIRE FUND
HY-VEE FOOD STORE	PLANT	09/03/2015	50.00	GENERAL FUND
Total HY-VEE FOOD STORE:			70.08	
IA AMATEUR SOFTBALL ASSN				
IA AMATEUR SOFTBALL ASSN	LEAGUE TEAM REGISTRATION FEES	09/14/2015	837.00	PARK & RECREATI
Total IA AMATEUR SOFTBALL ASSN:			837.00	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITI	TRANSFER/CONT. OF 210 N 1ST	09/15/2015	20,000.00	GENERAL FUND
Total INDIANOLA MUNICIPAL UTILITIES:			20,000.00	
INDOFF INCORPORATED				
INDOFF INCORPORATED	OFFICE SUPPLIES	08/11/2015	168.30	LIBRARY FUND
INDOFF INCORPORATED	OFFICE SUPPLIES	08/13/2015	18.39	LIBRARY FUND
INDOFF INCORPORATED	STATION SUPPLIES	09/04/2015	183.92	FIRE FUND
INDOFF INCORPORATED	PAPER	09/09/2015	550.00	GENERAL FUND
Total INDOFF INCORPORATED:			920.61	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTING	08/26/2015	3.60	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	REPLACE CONTROL BOARD IN COPIER COI	08/17/2015	333.33	LIBRARY FUND
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	09/03/2015	97.35	POLICE FUND
Total INFOMAX OFFICE SYSTEMS INC.:			434.28	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	09/10/2015	238.50	SEWER FUND
Total IOWA ONE CALL:			238.50	
IOWA PARK & REC. ASSOC.				
IOWA PARK & REC. ASSOC.	TICKET SALES	09/15/2015	330.80	PARK & REC SPEC
Total IOWA PARK & REC. ASSOC.:			330.80	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	TRAINING	09/09/2015	130.00	FIRE FUND
Total IOWA STATE UNIVERSITY:			130.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGMT - LIBRARY	09/01/2015	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT C	WATER MGMT - MUN BLDG	09/01/2015	150.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
JACOBS, LEAH				
JACOBS, LEAH	REFUND - BASKETBALL	09/14/2015	52.00	PARK & RECREATI
JACOBS, LEAH	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total JACOBS, LEAH:			100.00	
JANES, KARI				
JANES, KARI	YOUTH SOCCER OFFICIAL	09/14/2015	60.00	PARK & RECREATI
Total JANES, KARI:			60.00	
JIM'S JOHNS				
JIM'S JOHNS	KYBOS - (PARKS)	08/18/2015	240.00	PARK & RECREATI
JIM'S JOHNS	KYBOS - (DUMP)	08/18/2015	40.00	GENERAL FUND
Total JIM'S JOHNS:			280.00	
JORDAN, JULIE				
JORDAN, JULIE	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total JORDAN, JULIE:			48.00	
KELLER, JUSTIN				
KELLER, JUSTIN	FUEL	09/02/2015	120.12	POLICE FUND
Total KELLER, JUSTIN:			120.12	
KONICA MINOLTA BUSINESS SOLUTIONS				
KONICA MINOLTA BUSINESS S	COPIES	08/31/2015	144.51	PARK & RECREATI
Total KONICA MINOLTA BUSINESS SOLUTIONS:			144.51	
KOSMAN CLEANING CREW LLC				
KOSMAN CLEANING CREW LLC	1ST HALF OF SEPT	09/14/2015	2,166.67	GENERAL FUND
Total KOSMAN CLEANING CREW LLC:			2,166.67	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
LASCHANZKY, KAYLA				
LASCHANZKY, KAYLA	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total LASCHANZKY, KAYLA:			48.00	
LIGHTEDGE SOLUTIONS INC				
LIGHTEDGE SOLUTIONS INC	HD SHIPPING	09/01/2015	9.00	GENERAL FUND
Total LIGHTEDGE SOLUTIONS INC:			9.00	
LUNDQUIST, DREW				
LUNDQUIST, DREW	FLAG FB OFFICIAL	09/14/2015	36.00	PARK & RECREATI
Total LUNDQUIST, DREW:			36.00	
MAHASKA COMMUNICATION GROUP				
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	57.22	PARK & RECREATI
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	65.92	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	90.63	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	20.92	GENERAL FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	13.94	ROAD USE TAX FU
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	21.99	ROAD USE TAX FU
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	125.50	POLICE FUND
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	21.99	POLICE FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	76.70	FIRE FUND
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	21.99	FIRE FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	13.94	POOL (MEMORIAL)
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	34.86	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	6.97	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	104.59	PARK & RECREATI
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	21.99	PARK & RECREATI
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	76.70	LIBRARY FUND
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	21.99	LIBRARY FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	55.78	SEWER FUND
MAHASKA COMMUNICATION G	INTERNET	09/01/2015	21.46	SEWER FUND
MAHASKA COMMUNICATION G	TELEPHONE	09/01/2015	28.61	AMBULANCE FUN
Total MAHASKA COMMUNICATION GROUP:			903.69	
MC COY HARDWARE INC				
MC COY HARDWARE INC	OAK WOOD PUTTY	08/12/2015	3.59	LIBRARY FUND
MC COY HARDWARE INC	HARDWARE	08/24/2015	25.18	FIRE FUND
MC COY HARDWARE INC	CONCRETE BOLTS	09/01/2015	1.39	PARK & RECREATI
MC COY HARDWARE INC	BATTERIES	09/02/2015	23.38	GENERAL FUND
MC COY HARDWARE INC	HARDWARE	09/03/2015	2.51	FIRE FUND
MC COY HARDWARE INC	HARDWARE	09/08/2015	8.54	FIRE FUND
MC COY HARDWARE INC	DUCT TAPE	09/09/2015	7.19	ROAD USE TAX FU
MC COY HARDWARE INC	HEX NUTS	09/09/2015	18.88	PARK & RECREATI
MC COY HARDWARE INC	CLAMP	09/09/2015	1.34	PARK & RECREATI
MC COY HARDWARE INC	CHALKING	09/14/2015	8.09	ROAD USE TAX FU
MC COY HARDWARE INC	BRUSHES	09/14/2015	8.24	SEWER FUND
MC COY HARDWARE INC	LIGHT BULBS	08/31/2015	5.84	PARK & RECREATI
MC COY HARDWARE INC	SB COMPLEX HARDWARE	09/11/2015	21.32	PARK & RECREATI
Total MC COY HARDWARE INC:			135.49	
MC INTYRE, CRAIG				
MC INTYRE, CRAIG	ADULT SB UMPIRE	09/14/2015	175.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MC INTYRE, CRAIG:			175.00	
MCGRAW, SANDY				
MCGRAW, SANDY	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total MCGRAW, SANDY:			48.00	
MCKENZIE, RUSTY				
MCKENZIE, RUSTY	REFUND - VOLLEYBALL	09/14/2015	63.00	PARK & RECREATI
Total MCKENZIE, RUSTY:			63.00	
MED COMPASS				
MED COMPASS	FIT TEST/PHYSICALS	09/01/2015	3,417.00	FIRE FUND
Total MED COMPASS:			3,417.00	
MEDTRAK SERVICES				
MEDTRAK SERVICES	411 RX	08/31/2015	71.83	POLICE FUND
Total MEDTRAK SERVICES:			71.83	
MENARDS				
MENARDS	STATION SUPPLIES	09/15/2015	36.36	FIRE FUND
Total MENARDS:			36.36	
MERCY COLLEGE OF HEALTH SCIENCES				
MERCY COLLEGE OF HEALTH	CEH'S	09/08/2015	15.00	AMBULANCE FUN
Total MERCY COLLEGE OF HEALTH SCIENCES:			15.00	
MERCY MEDICAL CENTER				
MERCY MEDICAL CENTER	ALS TIER	08/08/2015	207.00	AMBULANCE FUN
Total MERCY MEDICAL CENTER:			207.00	
METHODIST OCCUPATIONAL HEALTH & WELLNESS				
METHODIST OCCUPATIONAL H	PHYSICALS	08/31/2015	1,401.02	AMBULANCE FUN
Total METHODIST OCCUPATIONAL HEALTH & WELLNESS:			1,401.02	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	08/20/2015	12.73	LIBRARY FUND
MID AMERICAN ENERGY CO.	NATURAL GAS	08/20/2015	17.99	LIBRARY FUND
MID AMERICAN ENERGY CO.	POOL UTILITIES JULY - AUG FINAL BILL	08/26/2015	10.30	POOL (MEMORIAL)
MID AMERICAN ENERGY CO.	05931-25003 N HWY 65/69 ENTRANCE SIGN	09/16/2015	20.34	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			61.36	
MIDWEST BEARING & SUPPLY LLC				
MIDWEST BEARING & SUPPLY	BEARINGS	09/10/2015	32.46	ROAD USE TAX FU
Total MIDWEST BEARING & SUPPLY LLC:			32.46	
MIDWEST BREATHING AIR LLC				
MIDWEST BREATHING AIR LLC	AIR SUPPLY SYSTEM MAINTENANCE	09/09/2015	126.60	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MIDWEST BREATHING AIR LLC:			126.60	
MIDWEST OFFICE TECH				
MIDWEST OFFICE TECH	COPIES	08/31/2015	43.00	PARK & RECREATI
Total MIDWEST OFFICE TECH:			43.00	
MILLER, DAVID				
MILLER, DAVID	SOCCER SCHEDULE	09/09/2015	65.00	PARK & RECREATI
Total MILLER, DAVID:			65.00	
MILO FIRE DEPARTMENT				
MILO FIRE DEPARTMENT	FIGURE 8 RACES	08/29/2015	175.00	FIRE FUND
Total MILO FIRE DEPARTMENT:			175.00	
MOVIE LICENSING USA				
MOVIE LICENSING USA	LICENSING TO SHOW MOVIES AT THE LIBR	09/01/2015	321.00	LIBRARY SPECIAL
Total MOVIE LICENSING USA:			321.00	
NATIONAL FIRE PROTECTION				
NATIONAL FIRE PROTECTION	FPB - SUPPLIES	08/25/2015	496.88	FIRE FUND
Total NATIONAL FIRE PROTECTION:			496.88	
NELSEN, KELLY				
NELSEN, KELLY	REFUND - BASKETBALL	09/14/2015	52.00	PARK & RECREATI
Total NELSEN, KELLY:			52.00	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	ANNUAL DOMAIN REGISTRATION	09/04/2015	19.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			19.00	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	101/103 S B ST SEWER REPAIR	08/19/2015	343.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	WASTEWATER PLANT DRIVEWAY	08/25/2015	1,029.00	SEWER FUND
NORWALK READY-MIXED CON	CONCRETE	08/26/2015	1,617.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/27/2015	637.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/31/2015	632.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	09/01/2015	1,045.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE TRAIL SIGN	09/02/2015	122.00	PARK & RECREATI
Total NORWALK READY-MIXED CONCRETE:			5,425.50	
O & S LAWN CARE INC				
O & S LAWN CARE INC	MOWING - LOT 10 MEADOW BROOKE 2	09/10/2015	300.00	STREET CAPITAL
Total O & S LAWN CARE INC:			300.00	
O'HALLORAN INTERNATIONAL				
O'HALLORAN INTERNATIONAL	PARTS	09/11/2015	43.87	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total O'HALLORAN INTERNATIONAL:			43.87	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	BLUE DEF	08/31/2015	37.50	AMBULANCE FUN
O'REILLY AUTO PARTS	FILTER	09/02/2015	29.12	ROAD USE TAX FU
O'REILLY AUTO PARTS	PARTS	09/03/2015	16.37	ROAD USE TAX FU
O'REILLY AUTO PARTS	BRAKLEEN	09/03/2015	90.45	ROAD USE TAX FU
O'REILLY AUTO PARTS	CUT OFF TOOL	09/03/2015	39.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	TRANSMISSION OIL/HAND CLEANER	09/04/2015	55.12	SEWER FUND
O'REILLY AUTO PARTS	HYD HOSE	09/08/2015	41.72	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTERS	09/08/2015	190.91	FIRE FUND
O'REILLY AUTO PARTS	HOSE FITTINGS	09/08/2015	5.33	ROAD USE TAX FU
O'REILLY AUTO PARTS	WIRE CONNECTOR	09/08/2015	10.49	ROAD USE TAX FU
O'REILLY AUTO PARTS	OIL	09/08/2015	57.16	FIRE FUND
O'REILLY AUTO PARTS	PLUG REFILL	09/10/2015	4.07	PARK & RECREATI
O'REILLY AUTO PARTS	PARTS	09/10/2015	30.51	ROAD USE TAX FU
O'REILLY AUTO PARTS	TIRE GUAGE LP	09/10/2015	2.46	PARK & RECREATI
O'REILLY AUTO PARTS	HOSE COUPLING	09/10/2015	1.20	ROAD USE TAX FU
O'REILLY AUTO PARTS	LUBRICANT	09/10/2015	6.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	FILTER/HOSE COUPLING	09/10/2015	33.60	ROAD USE TAX FU
O'REILLY AUTO PARTS	HYD HOSE	09/16/2015	42.37	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			634.34	
PAYPAL CREDIT				
PAYPAL CREDIT	SUPPLIES	06/25/2015	30.97	POLICE FUND
Total PAYPAL CREDIT:			30.97	
PELLA PRINTING				
PELLA PRINTING	BUSINESS CARDS	08/15/2015	65.00	SEWER FUND
Total PELLA PRINTING:			65.00	
PENGUIN RANDOM HOUSE LLC				
PENGUIN RANDOM HOUSE LLC	BOOK ON CD	08/01/2015	33.75	LIBRARY FUND
Total PENGUIN RANDOM HOUSE LLC:			33.75	
PER MAR SECURITY				
PER MAR SECURITY	FIRE ALARM MONITORING OCT - DEC 2015	09/08/2015	123.90	PARK & RECREATI
Total PER MAR SECURITY:			123.90	
PETERS, KAREN				
PETERS, KAREN	REFUND - VOLLEYBALL	09/14/2015	25.00	PARK & RECREATI
Total PETERS, KAREN:			25.00	
PETTY CASH-CITY LIBRARY				
PETTY CASH-CITY LIBRARY	REPLACE PETTY CASH	09/08/2015	50.00	LIBRARY FUND
Total PETTY CASH-CITY LIBRARY:			50.00	
PETTY CASH-RECREATION				
PETTY CASH-RECREATION	REFUND KEY CARD - DARR	09/14/2015	25.00	PARK & RECREATI
PETTY CASH-RECREATION	KEY CARD - JOHNSON	08/31/2015	11.50	PARK & REC SPEC

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PETTY CASH-RECREATION	REFUND KEY CARD - KINGKADE	09/14/2015	24.00	PARK & RECREATI
PETTY CASH-RECREATION	POSTAGE	09/14/2015	1.42	PARK & RECREATI
Total PETTY CASH-RECREATION:			61.92	
PHILIPS MEDICAL CAPITAL				
PHILIPS MEDICAL CAPITAL	MONITOR CONTRACT	09/06/2015	1,348.11	AMBULANCE FUN
Total PHILIPS MEDICAL CAPITAL:			1,348.11	
POSITIVE PROMOTIONS				
POSITIVE PROMOTIONS	FPB SUPPLIES	08/27/2015	320.45	FIRE FUND
Total POSITIVE PROMOTIONS:			320.45	
RECORDED BOOKS INC				
RECORDED BOOKS INC	DVD	07/29/2015	41.60	LIBRARY FUND
RECORDED BOOKS INC	BOOK ON CD	07/27/2015	45.40	LIBRARY FUND
RECORDED BOOKS INC	BOOK ON CD	07/30/2015	99.00	LIBRARY FUND
RECORDED BOOKS INC	BOOK ON CD	08/03/2015	82.20	LIBRARY FUND
RECORDED BOOKS INC	BOOK ON CD	08/04/2015	36.00	LIBRARY SPECIAL
RECORDED BOOKS INC	DVD	08/20/2015	41.60	LIBRARY FUND
Total RECORDED BOOKS INC:			345.80	
RECORD-HERALD & INDIANOLA TRIBUNE				
RECORD-HERALD & INDIANOL	CC MIN-07	08/30/2015	25.67	GENERAL FUND
RECORD-HERALD & INDIANOL	NUISANCE NOTICE	08/30/2015	80.76	GENERAL FUND
RECORD-HERALD & INDIANOL	CC MIN-08	08/30/2015	236.43	GENERAL FUND
RECORD-HERALD & INDIANOL	BD ADJ	08/30/2015	27.09	GENERAL FUND
Total RECORD-HERALD & INDIANOLA TRIBUNE:			369.95	
RHINER'S PLUMBING				
RHINER'S PLUMBING	410 S JEFFERSON - SEWER REPAIR	08/25/2015	2,289.00	CP--COMM RE-DE
Total RHINER'S PLUMBING:			2,289.00	
ROBINSON, MINDI				
ROBINSON, MINDI	LUNCH	09/09/2015	10.20	GENERAL FUND
Total ROBINSON, MINDI:			10.20	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	MSA - FACE PIECE EQUIPMENT	08/21/2015	156.68	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			156.68	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 07/23/15 - 08/22/15	08/22/2015	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SNAP-ON TOOLS				
SNAP-ON TOOLS	TEST LIGHT MAT.	08/27/2015	9.85	ROAD USE TAX FU
Total SNAP-ON TOOLS:			9.85	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SOUTHEASTERN EMERGENCY EQUIPMENT				
SOUTHEASTERN EMERGENCY	EMS SUPPLIES	08/28/2015	6.45	AMBULANCE FUN
SOUTHEASTERN EMERGENCY	EMS SUPPLIES	09/04/2015	840.55	AMBULANCE FUN
Total SOUTHEASTERN EMERGENCY EQUIPMENT:			847.00	
SOWERS-GEISLER, SARA				
SOWERS-GEISLER, SARA	REFUND - BASKETBALL	09/14/2015	57.00	PARK & RECREATI
Total SOWERS-GEISLER, SARA:			57.00	
SPRINGER PEST SOLUTIONS DSM				
SPRINGER PEST SOLUTIONS D	ACTIVITY CENTER PEST CONTROL	09/14/2015	61.00	PARK & RECREATI
Total SPRINGER PEST SOLUTIONS DSM:			61.00	
STATE OF IOWA				
STATE OF IOWA	HEALTH INS - FILING FEE	09/01/2015	100.00	HEALTH INSURAN
Total STATE OF IOWA:			100.00	
STOREY-KENWORTHY CO.				
STOREY-KENWORTHY CO.	DISCONNECT NOTICES	08/26/2015	410.93	GENERAL FUND
Total STOREY-KENWORTHY CO.:			410.93	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES IN	OUTDOOR MOVIE - LEGO MOVIE	08/18/2015	376.00	PARK & RECREATI
Total SWANK MOTION PICTURES INC.:			376.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH REMOVAL ACCT #506	08/24/2015	89.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			89.00	
THEISEN'S				
THEISEN'S	PARTS	09/01/2015	34.91	PARK & RECREATI
THEISEN'S	BALLAST	09/08/2015	27.99	PARK & RECREATI
THEISEN'S	BALLAST	09/08/2015	27.99	PARK & RECREATI
THEISEN'S	STRAPS & FLASHLIGHT	09/15/2015	66.97	SEWER FUND
Total THEISEN'S:			157.86	
TOMIN'S TOWING				
TOMIN'S TOWING	TOWING - ABANDONED INVOICE #8400	09/09/2015	205.00	POLICE FUND
Total TOMIN'S TOWING:			205.00	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	CONTRACT	09/01/2015	70.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			70.00	
TRIZETTO PROVIDER SOLUTIONS				
TRIZETTO PROVIDER Solutio	ELECTRONIC CLAIMS FILING	09/01/2015	150.13	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total TRIZETTO PROVIDER SOLUTIONS:			150.13	
TURNBULL, KIM				
TURNBULL, KIM	REFUND - VOLLEYBALL	09/14/2015	68.00	PARK & RECREATI
Total TURNBULL, KIM:			68.00	
U.S. BANK				
U.S. BANK	KEYBOARD/MOUSE	09/07/2015	24.56	SEWER FUND
U.S. BANK	STOCK PHOTOGRAPHY	09/07/2015	520.00	GENERAL FUND
U.S. BANK	COMPUTER MONITOR	09/07/2015	149.99	GENERAL FUND
U.S. BANK	MONTHLY DMX CHARGE PHONE SYSTEM	09/07/2015	24.95	GENERAL FUND
U.S. BANK	LAPTOP BATTERY	09/07/2015	55.45	LIBRARY FUND
U.S. BANK	LAPTOP BATTERY	09/07/2015	48.00	SEWER FUND
U.S. BANK	POSTAGE TO RETURN BATTERY	09/07/2015	5.75	SEWER FUND
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	09/07/2015	49.99	PARK & RECREATI
U.S. BANK	BATTERIES UPS	09/07/2015	200.56	GENERAL FUND
U.S. BANK	WIFI ACCESS POINTS	09/07/2015	277.03	GENERAL FUND
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	09/07/2015	49.99	GENERAL FUND
U.S. BANK	COUNCIL CHAMBERS MICROPHONE	09/07/2015	232.00	GENERAL FUND
U.S. BANK	IT SUPPLIES (NETWORKING)	09/07/2015	109.35	GENERAL FUND
U.S. BANK	ADOBE SOFTWARE SUBSCRIPTION	09/07/2015	49.99	GENERAL FUND
U.S. BANK	USB FLASH DRIVES	09/07/2015	54.55	GENERAL FUND
U.S. BANK	COUNCIL CHAMBERS PODIUM	09/07/2015	464.00	GENERAL FUND
U.S. BANK	USB HUB	09/07/2015	107.80	POLICE FUND
U.S. BANK	TRAINING	09/07/2015	100.00	GENERAL FUND
U.S. BANK	RICK'S WEF MEMBERSHIP	09/07/2015	82.00	SEWER FUND
U.S. BANK	RAFFLE PERMIT FEE	09/07/2015	20.00	PARK & RECREATI
U.S. BANK	POOL SUPPLIES	09/07/2015	114.00	POOL (MEMORIAL)
U.S. BANK	NRPA AGENCY MEMBERSHIP	09/07/2015	600.00	PARK & RECREATI
U.S. BANK	DODGEBALLS	09/07/2015	73.49	PARK & RECREATI
U.S. BANK	COUNTERS	09/07/2015	16.29	POOL (MEMORIAL)
U.S. BANK	LUNCHEON SUPPLIES	09/07/2015	110.94	POOL (MEMORIAL)
U.S. BANK	SUPPLIES	09/07/2015	26.34	POLICE FUND
U.S. BANK	SUPPLIES	09/07/2015	102.90	POLICE FUND
U.S. BANK	MAINT - OFFICE	09/07/2015	741.97	POLICE FUND
U.S. BANK	MAINT - OFFICE	09/07/2015	568.62	POLICE FUND
U.S. BANK	MAINT - OFFICE	09/07/2015	304.04	POLICE FUND
U.S. BANK	SUPPLIES	09/07/2015	39.11	POLICE FUND
U.S. BANK	SUPPLIES	09/07/2015	87.26	POLICE FUND
U.S. BANK	SUPPLIES	09/07/2015	21.19	POLICE FUND
U.S. BANK	BUXTON FLOWERS	09/07/2015	298.79	PARK & REC SPEC
U.S. BANK	BUXTON FLOWERS	09/07/2015	226.75	PARK & REC SPEC
Total U.S. BANK:			5,957.65	
UITERMARKT, LAURIE				
UITERMARKT, LAURIE	REFUND - VOLLEYBALL	09/14/2015	48.00	PARK & RECREATI
Total UITERMARKT, LAURIE:			48.00	
UNEXPLAINED RESEARCH				
UNEXPLAINED RESEARCH	PROGRAM 11-3-2015	08/13/2015	300.00	LIBRARY SPECIAL
Total UNEXPLAINED RESEARCH:			300.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
UNIQUE MANAGEMENT SERVICES				
UNIQUE MANAGEMENT SERVI	COLLECTION AGENCY FEES	09/01/2015	79.60	LIBRARY FUND
Total UNIQUE MANAGEMENT SERVICES:			79.60	
UNUM LIFE INSURANCE CO OF AMERICA				
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	231.91	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	115.00	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	87.45	GENERAL FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	216.88	ROAD USE TAX FU
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	547.59	POLICE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	59.69	FIRE FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	253.93	AMBULANCE FUN
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	159.99	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	19.58	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	79.87	PARK & RECREATI
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	80.95	LIBRARY FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	154.24	SEWER FUND
UNUM LIFE INSURANCE CO OF	LIFE, AD&D AND LTD INSURANCE	09/16/2015	24.33	GENERAL FUND
Total UNUM LIFE INSURANCE CO OF AMERICA:			2,031.41	
VERIZON WIRELESS				
VERIZON WIRELESS	WIRELESS FOR SPARE LAPTOP	08/26/2015	20.01	GENERAL FUND
VERIZON WIRELESS	330 LAPTOP/330 CELL	08/26/2015	50.63	FIRE FUND
VERIZON WIRELESS	EMS CELL PHONES	08/26/2015	131.27	AMBULANCE FUN
VERIZON WIRELESS	WIRELESS FOR LAPTOP	08/26/2015	58.82	SEWER FUND
Total VERIZON WIRELESS:			260.73	
VERMED				
VERMED	EMS SUPPLIES	08/27/2015	505.68	AMBULANCE FUN
Total VERMED:			505.68	
VETTER EQUIPMENT CO				
VETTER EQUIPMENT CO	FILTERS	09/02/2015	36.50	ROAD USE TAX FU
Total VETTER EQUIPMENT CO:			36.50	
WAL-MART STORES INC.				
WAL-MART STORES INC.	SB CONCESSIONS	09/04/2015	17.00	PARK & RECREATI
WAL-MART STORES INC.	ZONE SUPPLIES	09/09/2015	46.69	PARK & RECREATI
WAL-MART STORES INC.	STATION SUPPLIES	08/28/2015	11.44	FIRE FUND
WAL-MART STORES INC.	BATTERIES	09/01/2015	16.94	PARK & RECREATI
WAL-MART STORES INC.	PROGRAM SUPPLIES	08/24/2015	13.74	LIBRARY FUND
WAL-MART STORES INC.	STATION SUPPLIES	08/24/2015	69.82	FIRE FUND
Total WAL-MART STORES INC.:			175.63	
WARREN COUNTY OIL				
WARREN COUNTY OIL	MOTOR OIL	09/10/2015	530.00	ROAD USE TAX FU
Total WARREN COUNTY OIL:			530.00	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	REC FEES	09/08/2015	73.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WARREN COUNTY RECORDER:			73.00	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURE	PROPERTY TAXES - LIBRARY	08/31/2015	1,200.00	LIBRARY FUND
WARREN COUNTY TREASURE	PROPERTY TAXES - 204 N JEFFERSON	08/31/2015	238.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 410 S JEFFERSON	08/31/2015	845.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 506 W 2ND	08/31/2015	52.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2015	1.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2015	17.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 203 W 2ND	08/31/2015	288.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 203 W 2ND	08/31/2015	251.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 400 E EUCLID	08/31/2015	31.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 910 E 2ND	08/31/2015	685.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 401 E EUCLID	08/31/2015	450.00	CP--COMM RE-DE
Total WARREN COUNTY TREASURER:			4,058.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING RES 494-0152818-0516-6	09/04/2015	13,000.70	RECYCLING FUND
Total WASTE MANAGEMENT OF IOWA:			13,000.70	
WESLEY WOODS CAMP & RETREAT CTR				
WESLEY WOODS CAMP & RET	HORSEBACK RIDE SEPT 13	09/11/2015	222.00	PARK & RECREATI
Total WESLEY WOODS CAMP & RETREAT CTR:			222.00	
WOOD ROOFING COMPANY				
WOOD ROOFING COMPANY	ROOF REPAIRS	08/26/2015	338.00	LIBRARY FUND
Total WOOD ROOFING COMPANY:			338.00	
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	MOWING - PLANT	09/04/2015	1,930.00	SEWER FUND
WOOSLEY LANDSCAPING & M	MOWING - LIFTS	09/04/2015	100.00	SEWER FUND
Total WOOSLEY LANDSCAPING & MOWING:			2,030.00	
WT. COX SUBSCRIPTIONS				
WT. COX SUBSCRIPTIONS	MAGAZINE SUBSCRIPTION RENEWALS	08/24/2015	2,679.50	LIBRARY FUND
Total WT. COX SUBSCRIPTIONS:			2,679.50	
YANDO, ED				
YANDO, ED	CLOTHING ALLOWANCE - BASE LAYERS	09/05/2015	97.48	ROAD USE TAX FU
Total YANDO, ED:			97.48	
YOUNG, MATT				
YOUNG, MATT	REFUND - VOLLEYBALL	09/14/2015	63.00	PARK & RECREATI
Total YOUNG, MATT:			63.00	
ZISOFF, BRANDY				
ZISOFF, BRANDY	REFUND - VOLLEYBALL	09/14/2015	63.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total ZISOFF, BRANDY:			63.00	
Grand Totals:			161,715.43	

City Council: _____

Information

Subject

City Treasurer's Report - Doug Shull

Information

Council needs to consider approval of the August 2015 treasurer's report (packet).

Simple motion is in order.

Attachments

[2015 Treasurer Report](#)

[2014 Treasurer Report](#)

FINANCIAL REPORT
MONTH OF AUGUST, 2015

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,125,334.19	76,384.60	145,721.55	117,985.93	2,768.73	1,171,214.44	
011 Police	214,834.25	460.46	167,259.93	24,875.00	324.45	72,585.33	
015 Fire	272,026.64	8,861.92	34,426.19	0.00	24.72	246,437.65	
016 Ambulance	294,815.81	76,537.48	74,543.81	0.00	5,572.66	291,236.82	
041 Library	-40,045.38	1,524.90	53,598.95	0.00	61.80	-92,181.23	
042 Park & Recreation	378,388.14	24,532.52	92,173.25	0.00	123.60	310,623.81	
045 Memorial Pool	-54,350.54	16,703.58	27,327.25	0.00	0.00	-64,974.21	
071 General Fund Deb Service	55,904.59	0.00	0.00	0.00	0.00	55,904.59	
099 Franchise Fees-MEC	386,085.70	0.00	0.00	0.00	0.00	386,085.70	
GENERAL FUND SUB-TOTAL	2,632,993.40	205,005.46	595,050.93	142,860.93	8,875.96	2,376,932.90	
110 Road Use Tax (Streets)	1,136,108.08	204,912.94	79,746.60	0.00	15,866.48	1,245,407.94	
112 Trust & Agency	0.00	0.00	0.00	0.00	0.00	0.00	
115 YMCA Maintenance Obligations	93,081.46	0.00	0.00	0.00	0.00	93,081.46	
125 TIF--Downtown	390,209.60	0.00	0.00	0.00	0.00	390,209.60	
126 TIF--East Hwy 92	15,780.80	0.00	0.00	0.00	0.00	15,780.80	
127 TIF--Hillcrest/Industrial Park	80,417.38	0.00	0.00	0.00	0.00	80,417.38	
141 Library Special Revenue	34,918.83	1,337.28	686.02	0.00	0.00	35,570.09	
142 Park & Rec Special Revenue	136,391.12	2,502.87	3,763.28	0.00	0.00	135,130.71	
160 Downtown Revolving Loan	64,094.33	2,105.76	0.00	0.00	0.00	66,200.09	
161 Downtown Business Inc Program	63,855.63	0.00	603.31	0.00	0.00	63,252.32	
177 Police Forfeiture	19,830.07	0.00	0.00	0.00	0.00	19,830.07	
190 Vehicle Reserve	68,187.72	0.00	0.00	2,083.33	0.00	70,271.05	
199 Police Retirement	99,962.87	127.84	0.00	0.00	1,041.67	99,049.04	
SPECIAL REVENUES SUB-TOTAL	2,202,837.89	210,986.69	84,799.21	2,083.33	16,908.15	2,314,200.55	
200 DEBT SERVICE (SUB-TOTAL)	1,333,794.90	0.00	0.00	51,600.00	0.00	1,385,394.90	
301 Capital Projects (General)	101,989.73	0.00	0.00	0.00	0.00	101,989.73	
321 Capital Projects (Streets)	-152,748.55	475.00	200.00	0.00	0.00	-152,473.55	
344 Community Athletic Facility	5,728.89	7.58	873.75	0.00	0.00	4,862.72	
353 Community ReDevelopment (D&D)	-43,589.89	0.00	0.00	0.00	0.00	-43,589.89	
CAPITAL PROJECTS SUB-TOTAL	-88,619.82	482.58	1,073.75	0.00	0.00	-89,210.99	
610 Sewer	288,343.54	0.00	81,872.98	143,725.00	35,935.59	314,259.97	
650 Stormwater Utility	438,741.39	16,727.62	0.00	0.00	5,116.67	450,352.34	
670 Recycling	77,686.60	18,253.11	15,492.80	0.00	1,508.33	78,938.58	
710 Sewer Capital Projects	252,844.66	249,667.60	15,845.65	0.00	231,466.67	255,199.94	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	344,655.84	0.00	0.00	2,083.33	0.00	346,739.17	
791 Sewer Revenue Bonds	324,036.19	0.00	0.00	58,791.67	0.00	382,827.86	
820 Health Insurance	963,283.79	119,488.92	101,807.36	0.00	0.00	980,965.35	
830 Health Reimbursement Account	333,215.16	0.00	14,509.74	0.00	0.00	318,705.42	
840 Flex/STD	213,318.15	1,975.40	4,949.50	1,375.05	0.00	211,719.10	
850 Liability Insurance Reserve--City	36,557.70	45.50	440.11	0.00	0.00	36,163.09	
CITY UTILITY & IS SUB-TOTAL	3,386,921.72	406,158.15	234,918.14	205,975.05	274,027.26	3,490,109.52	
TOTAL CITY FUNDS	9,467,928.09	822,632.88	915,842.03	402,519.31	299,811.37	9,477,426.88	56%
TOTAL IMU FUNDS	6,460,818.23	1,800,318.18	846,966.85	183,166.68	285,874.62	7,311,461.62	44%
GRAND TOTAL CITY & IMU	15,928,746.32	2,622,951.06	1,762,808.88	585,685.99	585,685.99	16,788,888.50	
Cross Check Total						16,788,888.50	
Investments							
Bankers Trust	\$ 13,965,333.41	2.04%				Clerk's Balance	16,788,888.50
Iowa Public Agency Inv. Trust	\$ 111,118.61	0.010%				Plus Outstanding Checks	128,769.57
Payroll Account, City State Bank	\$ -	Earnings Credit					
Checking Account, City State Bank	\$ 225,676.84	Earnings Credit				Oustanding Deposit	-45,123.68
Checking & Payroll Account, Community Bank	\$ -						
Sweep Account, City State Bank	\$ 2,570,405.53	0.04%					
BANK BALANCE	16,872,534.39						16,872,534.39

600 Water	54,514.56	196,059.38	77,301.37	0.00	118,051.04	55,221.53
620 IMU Administration	55,566.94	0.00	48,541.19	88,350.00	31,245.13	64,130.62
625 Revolving Economic Development	105,025.81	132.18	0.00	0.00	0.00	105,157.99
626 USDA RLF	225,000.00	0.00	0.00	0.00	0.00	225,000.00
630 Electric	1,235,721.92	1,252,193.20	282,318.23	22,566.67	126,767.52	2,101,396.04
640 Fiber/Communications	311,112.34	28,747.19	36,362.04	0.00	9,810.93	293,686.56
700 Water Capital Projects	956,358.57	0.00	2,080.57	35,991.67	0.00	990,269.67
730 Electric Capital Projects	2,757,043.04	323,166.73	400,363.45	-58,333.33	0.00	2,621,512.99
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	0.00	0.00	0.00	0.00	0.00	0.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	0.00	0.00	0.00	0.00	0.00	0.00
790 Water Revenue Bonds	183,767.18	0.00	0.00	22,925.00	0.00	206,692.18
793 Electric Revenue Bonds	350,628.29	0.00	0.00	71,666.67	0.00	422,294.96
855 Liability Insurance Reserve--IMU	16,079.58	19.50	0.00	0.00	0.00	16,099.08
IMU SUB-TOTAL	6,460,818.23	1,800,318.18	846,966.85	183,166.68	285,874.62	7,311,461.62

INTEREST DISTRIBUTION	INTEREST			
	INCOME	% OF TOTAL	CALYTD	FYTD
Electric Funds	\$ 7,626.17	35.20%	\$ 72,783.62	\$ 15,624.42
Water Funds	\$ 1,770.29	8.17%	\$ 16,910.45	\$ 4,057.98
Sewer Funds	\$ 1,239.42	5.72%	\$ 17,322.68	\$ 3,521.32
Police Retirement	\$ 127.84	0.59%	\$ 1,146.71	\$ 269.73
Community Redevelopment	\$ -	0.00%	\$ 12,930.95	\$ -
All other	\$ 10,904.56	50.32%	\$ 87,954.19	\$ 27,153.00
TOTAL	\$ 21,668.28	100.00%	\$ 209,048.60	\$ 50,626.45

FINANCIAL REPORT
MONTH OF AUGUST, 2014

Page 1

FUND	Beginning Balance	Monies Received	Monies Disbursed	Transfer In	Transfer Out	Clerk's Balance	% of Total
001 General Government	1,200,065.63	48,875.76	184,095.02	112,398.01	2,352.07	1,174,892.31	
011 Police	90,157.11	-4,342.55	229,613.19	23,916.67	324.45	-120,206.41	
015 Fire	96,929.42	2,588.15	45,537.15	0.00	24.72	53,955.70	
016 Ambulance	210,799.17	58,126.74	92,293.08	0.00	5,572.66	171,060.17	
041 Library	-24,874.63	1,274.99	57,983.31	0.00	61.80	-81,644.75	
042 Park & Recreation	330,942.36	13,070.78	103,369.23	0.00	123.60	240,520.31	
045 Memorial Pool	-87,665.54	8,442.42	35,509.55	0.00	0.00	-114,732.67	
071 General Fund Deb Service	38,626.98	0.00	0.00	0.00	0.00	38,626.98	
099 Franchise Fees-MEC	253,783.90	0.00	0.00	0.00	0.00	253,783.90	
GENERAL FUND SUB-TOTAL	2,108,764.40	128,036.29	748,400.53	136,314.68	8,459.30	1,616,255.54	
110 Road Use Tax (Streets)	820,427.28	170,665.52	98,345.76	0.00	15,142.70	877,604.34	
112 Trust & Agency	0.00	0.00	0.00	0.00	0.00	0.00	
115 YMCA Maintenance Obligations	28,058.67	0.00	0.00	0.00	0.00	28,058.67	
125 TIF--Downtown	373,833.74	0.00	0.00	0.00	0.00	373,833.74	
126 TIF--East Hwy 92	0.00	0.00	0.00	0.00	0.00	0.00	
127 TIF--Hillcrest/Industrial Park	47,293.42	0.00	0.00	0.00	0.00	47,293.42	
141 Library Special Revenue	33,981.80	274.80	400.35	0.00	0.00	33,856.25	
142 Park & Rec Special Revenue	116,349.65	5,427.52	1,686.49	0.00	0.00	120,090.68	
160 Downtown Revolving Loan	64,094.33	0.00	0.00	0.00	0.00	64,094.33	
161 Downtown Business Inc Program	-51,499.50	0.00	42,115.00	0.00	0.00	-93,614.50	
177 Police Forfeiture	18,398.31	0.00	0.00	0.00	0.00	18,398.31	
190 Vehicle Reserve	94,742.41	0.00	0.00	1,666.67	0.00	96,409.08	
199 Police Retirement	110,703.30	126.29	0.00	0.00	1,041.67	109,787.92	
SPECIAL REVENUES SUB-TOTAL	1,656,383.41	176,494.13	142,547.60	1,666.67	16,184.37	1,675,812.24	
200 DEBT SERVICE (SUB-TOTAL)	1,577,871.32	0.00	0.00	60,774.99	0.00	1,638,646.31	
301 Capital Projects (General)	583,523.44	0.00	163,881.25	0.00	0.00	419,642.19	
321 Capital Projects (Streets)	580,567.91	0.00	380,131.61	0.00	0.00	200,436.30	
344 Community Athletic Facility	9,993.92	10.89	1,447.33	0.00	0.00	8,557.48	
353 Community ReDevelopment (D&D)	-19,191.99	0.00	0.00	0.00	0.00	-19,191.99	
CAPITAL PROJECTS SUB-TOTAL	1,154,893.28	10.89	545,460.19	0.00	0.00	609,443.98	
610 Sewer	141,427.28	0.00	106,687.62	140,600.00	34,901.03	140,438.63	
650 Stormwater Utility	297,904.53	16,505.07	0.00	0.00	5,158.33	309,251.27	
670 Recycling	64,088.92	17,455.31	15,241.00	0.00	1,441.67	64,861.56	
710 Sewer Capital Projects	625,219.39	239,085.68	0.00	0.00	239,483.33	624,821.74	
771 Sewer Reserve	114,238.70	0.00	0.00	0.00	0.00	114,238.70	
781 Sewer Plant Improvement	319,655.88	0.00	0.00	2,083.33	0.00	321,739.21	
791 Sewer Revenue Bonds	288,656.68	0.00	0.00	61,016.67	0.00	349,673.35	
820 Health Insurance	989,791.92	135,491.49	91,085.73	0.00	0.00	1,034,197.68	
830 Health Reimbursement Account	319,371.33	0.00	22,071.72	0.00	0.00	297,299.61	
840 Flex/STD	224,608.99	3,484.59	3,278.62	1,390.50	0.00	226,205.46	
850 Liability Insurance Reserve--City	14,865.97	22,448.74	0.00	0.00	0.00	37,314.71	
CITY UTILITY & IS SUB-TOTAL	3,399,829.59	434,470.88	238,364.69	205,090.50	280,984.36	3,520,041.92	
TOTAL CITY FUNDS	9,897,742.00	739,012.19	1,674,773.01	403,846.84	305,628.03	9,060,199.99	49%
TOTAL IMU FUNDS	9,265,999.43	1,540,529.61	1,450,418.46	175,941.68	274,160.49	9,257,891.77	51%
GRAND TOTAL CITY & IMU	19,163,741.43	2,279,541.80	3,125,191.47	579,788.52	579,788.52	18,318,091.76	
Cross Check Total						18,318,091.76	
Investments							
Bankers Trust	\$ 16,467,843.29	2.15%				Clerk's Balance	18,318,091.76
Iowa Public Agency Inv. Trust	\$ 111,107.54	0.010%				Plus Outstanding Checks	214,859.53
Payroll Account, City State Bank	\$ -	Earnings Credit				Unreconcilable Item	
Checking Account, City State Bank	\$ 240,072.57	Earnings Credit				Less Outstanding Deposits	-35,350.15
Checking Account, Community Bank	\$ 8,815.34						
Payroll Account, Community Bank	\$ 867.36						
Sweep Account, City State Bank	\$ 1,668,895.04	0.35%					
BANK BALANCE	18,497,601.14						18,497,601.14

600 Water	363,292.68	201,081.42	104,954.75	0.00	115,959.38	343,459.97
620 IMU Administration	57,688.15	0.00	55,287.07	84,375.00	30,053.47	56,722.61
625 Revolving Economic Development	103,309.67	117.58	0.00	0.00	0.00	103,427.25
626 USDA RLF	150,000.00	0.00	0.00	0.00	0.00	150,000.00
630 Electric	2,180,140.96	1,216,863.27	1,105,803.32	22,566.67	119,491.31	2,194,276.27
640 Fiber/Communications	312,061.84	23,720.30	18,134.69	0.00	8,656.33	308,991.12
700 Water Capital Projects	866,441.13	0.00	62,102.71	35,991.67	0.00	840,330.09
730 Electric Capital Projects	3,401,951.46	98,723.09	104,135.92	-58,333.33	0.00	3,338,205.30
740 Fiber/Comm Capital Projects	0.00	0.00	0.00	0.00	0.00	0.00
770 Water Reserve	135,000.00	0.00	0.00	0.00	0.00	135,000.00
773 Electric Reserve	979,000.00	0.00	0.00	0.00	0.00	979,000.00
780 Water Capital Improvement	75,000.00	0.00	0.00	0.00	0.00	75,000.00
783 Electric Improvement	207,691.35	0.00	0.00	0.00	0.00	207,691.35
790 Water Revenue Bonds	184,452.18	0.00	0.00	23,150.00	0.00	207,602.18
793 Electric Revenue Bonds	231,391.71	0.00	0.00	68,191.67	0.00	299,583.38
855 Liability Insurance Reserve--IMU	18,578.30	23.95	0.00	0.00	0.00	18,602.25
IMU SUB-TOTAL	9,265,999.43	1,540,529.61	1,450,418.46	175,941.68	274,160.49	9,257,891.77

<u>INTEREST DISTRIBUTION</u>	INTEREST		CALYTD	FYTD
	INCOME	% OF TOTAL		
Electric Funds	\$ 8,193.52	37.63%	\$ 68,274.06	\$ 18,352.26
Water Funds	\$ 1,894.33	8.70%	\$ 17,148.15	\$ 4,386.43
Sewer Funds	\$ 1,079.99	4.96%	\$ 10,708.84	\$ 3,323.17
Police Retirement	\$ 126.29	0.58%	\$ 878.07	\$ 142.51
Community Redevelopment	\$ -	0.00%	\$ 500.26	\$ 0.14
All other	\$ 10,479.78	48.13%	\$ 87,529.82	\$ 23,539.15
TOTAL	\$ 21,773.91	100.00%	\$ 185,039.20	\$ 49,743.66

Meeting Date: 09/21/2015

Information

Subject

Consider approval of the Strategic Plan

Information

Council needs to consider approval of the Strategic Plan (packet).

Simple motion is in order.

Attachments

Strategic Planning Report

City of Indianola

Economic Development Strategic Planning

Final Report

2015



Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa

CITY OF INDIANOLA, IOWA

ECONOMIC DEVELOPMENT STRATEGIC PLAN 2015

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CITY OF INDIANOLA, IOWA ECONOMIC DEVELOPMENT STRATEGIC PLANNING FINAL REPORT 2015

Introduction

The City of Indianola requested the Institute of Public Affairs (IPA) to provide facilitation services for development of a five year economic development strategic plan for the City of Indianola.

The City established a Citizens' Advisory Committee to participate in this strategic planning process. The members of the Citizens' Advisory Committee are listed under Appendix A of this report.

The committee met on May 5, June 23, and August 11, 2015. Summary reports of these meetings are attached as Exhibits B – D of this report.

In addition, a smaller “plan implementation” committee took the information from the first two sessions and developed a draft Action Plan for implementation. The proposed Action Plan was reviewed, revised and approved at the August 11, 2015, session.

This report sets out the findings and recommendations of the Citizens' Advisory Committee as developed during these meetings.

CORE VALUES

The work groups identified the following as core values of the community related to economic development that should be maintained and promoted:

- College town with small town atmosphere
 - Strong relationship with Simpson College
- Excellent quality of life:
 - Excellent schools
 - Community amenities
 - Arts and cultural opportunities
 - Public safety/low crime
- Family-friendly
- Destination community – arts and cultural events, parks, trails, biking, walking, hot air balloons, bike night, etc.
- Fiscal responsibility
- Religious opportunities – morally responsible
- Healthy lifestyles
- Stable and managed growth
- Strong and vibrant Square
- Strong sense of community

VISION STATEMENTS

Our vision for economic development for the City of Indianola in the next five years is:

Business Development and Job Growth

Increased employment opportunities in Indianola

Recruitment of commercial and retail businesses and light industries

Helping Simpson College grow

The Square filled with vibrant businesses, entertainment opportunities

Diverse retail, entertainment, restaurant opportunities for options for families/residents

Enhanced climate for commerce

Land available for industrial growth at affordable prices

Incentives provided to promote economic development

Hotels

North side development

Increased property tax base through new development

Residential Development

Strong but manageable residential growth

Increased population

20,000 – 30,000 population target seems ideal

Add 3,000 residents

Growth in school enrollments

Balanced commercial and residential growth

Housing development on west side

More inventory of higher priced homes

Availability of rental housing

Active developers in Indianola

Infrastructure

Infrastructure capacity available for commercial, residential and industrial growth

Utility rates at competitive levels

Community Leadership/Coordination/Organizational Capacity

Effective collaboration/coordination/support between city, county, schools, Simpson, economic development organizations

Everybody “on the same page” in terms of economic development

Maintain “small town atmosphere”

Knowledge building

Annexation of land to north and west

Progressive/proactive local governments

Marketing

Agreement on who we want to be as a community

Leveraging/promoting our current assets – Simpson College, excellent school system, opera, small town atmosphere, county seat, safety, competitive taxes, sports complex, fair

Strengths/Weaknesses/Opportunities/Threats

The committee identified the following community strengths, weaknesses, opportunities, threats, issues and concerns that may be expected to positively or negatively affect the ability of the City to achieve the visions identified for each of the Strategic Focus Areas.

Strengths

Simpson College

School system

Proximity to Des Moines

Sense of fiscal responsibility

Recreational opportunities – parks, trails, biking/walking trails, YMCA

Arts and cultural opportunities

Transportation

Public safety/low crime

Fiber network where available

Events like hot air balloons, fair, opera attract visitors to Indianola and also promote sense of community

Recreation facilities attract visitors to Indianola

United mayor and City Council (presently)

Distinct community – not a contiguous suburb

Indianola attracts shoppers from southern Warren County, south side of Des Moines, and areas accessible to Highway 65/69 corridor

Accessibility to state parks

Proximity to casino

Weaknesses

Too many players playing their own game, not working together, lack of coordination/collaboration:

WCEDC, IDA, IMU, City of Indianola, County, Schools, Simpson College, Businesses, Chamber of Commerce

Lack of clearly defined and well understood roles and responsibilities regarding economic development

Lack of community identity/self-image

We're unique but can't say why

Best kept secret – worst thing ever

Need for enhanced marketing - identification of target markets

Developers don't "think Indianola"

Slow to grow/flat growth

Competition with other DSM metro communities

Are Indianola's economic development incentives competitive?

Weaknesses (continued)

Utility rates – water, sewer, electric too high

Infrastructure capacity issues:

 Waste water treatment capacity currently limited

 Natural gas capacity limited

Flat school enrollment

Lack of industry

Lack of available land for development at marketable prices

Proximity to Des Moines

Limited commercial/retail establishments

Limited entertainment/night life options

Lack of diversity of population

Fiber optic network not available everywhere in community

Aging population

Lack of direction

Limited restaurant options

Not enough cultural events

Lack of developers/investors

Availability of “ready” workforce

Lack of available rental housing

Too many Indianola residents shopping in West Des Moines

Proximity to casino

Opportunities

Working together

Encourage/attract diverse populations to Indianola

Encourage/attract retirement age population to Indianola

Community is now more receptive to growth

Land is available for development

 Opportunity for development if appropriately priced

Simpson College

Waste water treatment plant upgrades planned for the near future can provide increased capacity to accommodate commercial, industrial and residential growth

Provide better/more information to prospective businesses, developers, residents

Promote/provide more information about fiber optic network

Proximity to casino

Threats

“Old school”, anti-development thinking among some residents – nay-sayers

Not working together

Flat growth

Flat school enrollment

Competition with other DM metro region communities

 Des Moines

 Norwalk

Strategic Leadership Focus Areas

Based on the foregoing discussions regarding vision, values, and strengths/weaknesses/opportunities/threats, the facilitator suggested that the following categories listed below should be considered as Strategic Focus Areas – key issues of paramount importance to the organization that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the organization’s mission and strategic vision. The Strategic Focus Areas will serve to organize the goals, objectives and initiatives of the strategic plan. The committee reviewed the listing below and tentatively concurred with these suggestions (these Strategic Focus Area will be discussed, reviewed and confirmed (with/without changes or modifications at the next session).

- Business Development and Job Growth
- Residential Development
- Infrastructure
- Community Leadership/Coordination/Organizational Capacity
- Marketing

Goals and Strategies

Goals and strategies for each strategic focus area were developed based on the following definitions:

Strategic Focus Areas – Key issues of paramount importance to the City that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the City’s strategic vision.

Goals – General statements of the city’s intentions, aspirations or where it wants to be or in terms of addressing the major issues facing the organization (Strategic Focus Areas).

Strategies – Specific activities, programs, projects or initiatives to be undertaken to reach each goal.

Strategic Focus Area: Business Development and Job Growth

Goals:

- Business/office complex.
- Medical campus expansion.
- Recruit national box stores to generate more retail traffic.
- Restaurant expansions.

Strategies:

- Compile list of development contacts.
- Compile list of local connections to potential projects.
- Update infrastructure to accommodate industrial development.
- Meet with property owners to identify available/affordable land for commercial development.
- Initiate a city-driven business retention and expansion (BR & E) program.
- Locate potential capital resource pool of funds (investors).
- Develop and implement comprehensive marketing program to recruit retail opportunities.

Strategic Focus Area: Residential Development

Goals:

- Achieve population of 20,000 by 2020.
- Construction of 50 houses per year @ \$275,000 each.
- Provide leasable units for younger households.
- Attract residential developers to Indianola.
- Less senior housing and low-rate Section 8 units.

Strategies:

- Have “shovel-ready” sites available.
- Provide appropriate incentives for homebuyers and developers.
- Market Indianola to developers and buyers.
- Meet with property owners to identify available/affordable land for commercial development.
- Promote redevelopment/rehabilitation of existing residential properties.
- Review Zoning Ordinance, Subdivision Ordinance and related development regulations and policies.

Strategic Focus Area: Infrastructure

Goals:

- Update infrastructure to accommodate development.
- Assure lots are available with appropriate infrastructure for development purposes.
- More medical offerings.
- Update/enhance capacity of waste water treatment plant.

Strategies:

- City to provide assistance with roads, sewers, and related infrastructure for new projects.
- City to provide “starter package”.
- Develop and implement plan for upgrading waste water treatment plant within 8-10 years.
- Explore the feasibility of adopting a Local Option Sales Tax (LOST) to help city finance necessary infrastructure improvements.
- Develop mechanism for coordinating major capital projects proposed for the community by various governmental jurisdictions/agencies (city, school district, county, etc.).

Barriers:

- Lack of development lots.
- Waste water treatment plant capacity issues.
- High cost of electricity.

Strategic Focus Area: Marketing

Goals:

- Market locally – to an internal audience (residents of Indianola).
- Market to an external audience – businesses, developers.
- Maintain core values but still grow economic development.

Strategies:

- Develop and communicate a coordinated and complementary vision of Indianola (one voice).
- Create messages:
 - Internal – expect change
 - External – we’re open for business
- Develop and deliver “dog and pony show”.
- Provide leadership training for Leadership Council.
- Create nice, slick factual marketing materials, including electronic format.
- Assert city’s role through strategy and leadership.

Barriers:

- Multiple groups/individuals – doing their own thing.
- Who does the marketing and how is it paid for?

Strategic Focus Area: Community Leadership/Coordination/Organizational Capacity

Goals:

Develop alignment across community organizations to “Promote Indianola First”.
Present and promote a united front to move Indianola forward.

Strategies:

Develop an Indianola Community Leadership Council consisting of individuals currently involved in the community.
Identify and encourage emerging Indianola leaders to get them involved in community activities and leadership.
Develop and leverage Leadership Development Program.
Create a liaison position with key Indianola boards, groups, etc.
Identify funding sources – private donations, corporate funds, grants – to undertake initiatives/projects.

Barriers:

Change is hard.
Different groups have different agendas.
Funding

An “action plan” for accomplishing the planning goals and strategies has been prepared. The action plan defines the steps that are needed to accomplish each goal and strategy and establishes a timeline for accomplishment.

The Action Plan is presented on pages ____ of this report.

COMMUNITY LEADERSHIP/COORDINATION/ORGANIZATIONAL CAPACITY

Goals	Strategies	Action Steps	Completed By
1. Develop alignment across community organizations to “Promote Indianola First” and present and promote a united front to move Indianola forward.	1a. Develop an Indianola Community Leadership Council consisting of individuals currently involved in the community.	Create Task Force to identify options and make recommendations for establishing an Indianola Community Leadership Council. If determined to be feasible, establish roles and responsibilities of Indianola Community Leadership Council. Identify and encourage emerging Indianola leaders to get them involved in community activities and leadership. Provide leadership training for Leadership Council.	Dec. 1, 2015 Oct. 1, 2015 Apr. 1, 2016
	1b. Develop and leverage Leadership Development Program.	Create a liaison position with key Indianola boards, groups, etc.	Apr. 1, 2016
	2a. Provide adequate resources to accomplish leadership goals and undertake initiatives/projects.	Identify funding sources – private donations, corporate funds, grants – to undertake initiatives/projects. Establish budget. Develop and implement fund-raising campaign.	Jan. 1, 2017 Jan. 1, 2016 Apr.1, 2016

BUSINESS DEVELOPMENT & JOB GROWTH			
Goals	Strategies	Action Steps	Completed By
1. Attract 5 new retail businesses to Indianola annually. 2. Attract/support/foster 3 new commercial projects in Indianola annually. 3. Have a pool of financial resources available to promote business expansion/job growth. 4. Assist 5 existing businesses per year with expansion/job growth. 5. Have shovel ready sites available for commercial/retail/office development.	1a. Recruit national box stores to generate more retail traffic. 1b. Recruit dining and entertainment establishments.	Identify gaps in local retail sector. Identify potential compatible targets. Compile list of development contacts. Compile list of local connections to potential projects. Meet with property owners to identify available/affordable land for commercial development. Coordinate with Warren County Economic Development	Oct. 1, 2015 Oct. 1, 2015 Oct. 1, 2015 Oct. 1, 2015 Oct. 1, 2015 On-going
	2a. Support Medical campus expansion. 2b. Attract data center. 2c. Attract office complex.	Work with existing medical facilities to identify potential opportunities. Compile list of development contacts. Compile list of local connections to potential projects. Meet with property owners to identify available/affordable land for commercial development.	Jan. 1, 2016 Oct. 1, 2015 Oct. 1, 2015 Jan. 1, 2016
	3a. Establish venture capital fund.	Locate potential resources and investors. Enhance existing Indianola Revolving Loan Fund.	July 1, 2016 July 1, 2016
	4a. Initiate a city-driven business retention and expansion (BR & E) program.	Develop and implement business retention and expansion (BR & E) program. Coordinate with Warren County Economic Development and Chamber of Commerce	Apr. 1, 2016 Apr. 1, 2016
	5a. Inventory available land. 5b. Identify infrastructure needs.	Develop and implement improvement plan to address infrastructure needs. Meet with property owners to identify available/affordable land for commercial development.	Oct. 1, 2016 Apr. 1, 2016

RESIDENTIAL DEVELOPMENT			
Goals	Strategies	Action Steps	Completed By
1. Achieve population of 20,000 by 2025; construct 50 houses per year @ \$275,000 each.	1a. Provide appropriate incentives for targeted homebuyers and developers.	Evaluate and modify available incentives to encourage residential development. Identify target residential markets.	Dec. 1, 2017
	1b. Attract leasable units for younger households.	Review Zoning Ordinance, Subdivision Ordinance and related development regulations and policies.	Dec. 1, 2017 Dec. 1, 2017
2. Attract residential developers to Indianola.	2a. Market and attract residential developers and buyers to Indianola.	Identify prospective developers and make personal contacts. Work with existing real estate, finance, engineering and related sources to promote Indianola as a site for residential development.	Apr. 1, 2016 Apr. 1, 2016
	2b. Ensure current requirements foster residential development while still maintaining appropriate standards.	Implement marketing plan to attract residents to Indianola.	Apr. 1, 2016
3. Have shovel ready sites available for residential development	3a. Inventory available land.	Develop and implement improvement plan to address infrastructure needs.	Jan. 1, 2017
	3b. Identify infrastructure needs.	Meet with property owners to identify available/affordable land for commercial development.	Apr. 1, 2016
4. Assure existing housing stock remains in sound condition.	4a. Promote redevelopment/ rehabilitation of existing residential properties.	Submit application for Housing Rehab grant. Evaluate and implement minimum property maintenance standards.	July 1, 2017 July 1, 2017

INFRASTRUCTURE			
Goals	Strategies	Action Steps	Completed By
1. Assure infrastructure is adequate to accommodate future development.	1a. Update/enhance capacity of waste water treatment plant.	Develop and implement plan for upgrading waste water treatment plant within 8-10 years.	Oct. 1, 2015
	2a. Explore the feasibility of alternative funding sources to help city finance necessary infrastructure improvements.	Explore the feasibility of adopting a Local Option Sales Tax (LOST) to help city finance necessary infrastructure improvements. If determined to be feasible, place LOST issue on ballot for voter approval. Develop mechanism for coordinating major capital projects proposed for the community by various governmental jurisdictions/agencies (city, school district, county, etc.).	Nov. 1, 2015 Dec. 1, 2016

MARKETING			
Goals	Strategies	Action Steps	Completed By
1. Develop and communicate a coordinated and complementary vision of Indianola (one voice).	1a. Market locally – to an internal audience (residents of Indianola).	Create messages: Internal – expect changes External – we’re open for business	Apr. 1, 2016
	1b. Market to an external audience – businesses, developers.	Create nice, slick factual marketing materials, including electronic format. Develop and deliver “dog and pony show”.	Apr. 1, 2016 Apr. 1, 2016
	2a. Assure adequate funding to implement marketing plan.	Develop plan for financing marketing efforts.	Apr. 1, 2016
2. Develop and deliver a robust marketing program to promote Indianola as a great place to live, work and do business.			

Follow Up: Communication/Implementation/Monitoring/Reporting

Mayor Shaw indicated that the recommendations of the Strategic Planning Committee could be presented to the City Council in mid-September. There was agreement that representatives from the citizens committee should attend the city council meeting at which the proposed economic development strategic plan would be presented to the City Council to demonstrate the broad-based citizen participation in the process. City staff will notify the committee as to the date of the meeting when the strategic plan will be presented.

Once the City Council has reviewed and taken action on the Economic Development Strategic Plan, it was agreed that the Strategic Plan should be presented to other local governments, community organizations, city boards and commissions and other key stakeholders and community groups.

The committee agreed that it should be the ultimate responsibility of the mayor and city council to assure implementation of the strategic plan. City Manager Eric Hansen indicated that the strategic plan could serve as a framework outlining the city council's expectations from the new city manager with respect to economic development. The committee indicated that they would like to get together one year from now to review the status of implementation of the plan.

Jeff Schott
Institute of Public Affairs
August 18, 2015

APPENDIX A

ECONOMIC DEVELOPMENT STRATEGIC PLANNING COMMITTEE MEMBERS

Hollie Askey
Brian Brennan
Justin Brown
Betsy Freese
Steve Gray
Eric Hanson
Kevin Halterman
Shon Jennings
Robert Kientz
Greg Marchant
Tim McConnell
Jim Meadows
Dave Moeller
Rob Moran
Amy Jo Naughton
Sara Opie
John Parker
Terry Pauling
Brad Ross
Steve Sayler
Kelly Shaw
Jay Simmons
Jane Whalen

Jeff Schott of the Institute of Public Affairs, University of Iowa, facilitated all sessions.

APPENDIX B

**City of Indianola
Economic Development Strategic Planning
Session
Summary Report
May 5, 2015**



Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa

CITY OF INDIANOLA

ECONOMIC DEVELOPMENT STRATEGIC PLANNING

SESSION

SUMMARY REPORT

MAY 5, 2015

Introduction

The City of Indianola (City) requested the Institute of Public Affairs (IPA) to assist the city with economic development strategic planning. The city established a strategic planning committee consisting of representatives from the community to participate in this process. IPA agreed to organize and facilitate this process.

Mayor Kelly Shaw welcomed the participants and discussed the purpose and need of the economic development strategic plan. He introduced Jeff Schott of the Institute of Public Affairs at the University of Iowa, who will facilitate the strategic planning process. Schott discussed the purpose and intent of strategic planning as a process for developing goals and objectives by which the City of Indianola decides what kind of future it wants over the next 5 – 10 year planning period and then determines strategies and action steps to reach that future. He described the process that will be used over the next several planning sessions.

Strategic Planning Session #1

The strategic planning committee held its first meeting on May 5, 2015. In attendance and participating at this meeting were Tim McConnell, Greg Marchant, Jim Meadows, Steve Gray, Dave Moeller, Amy Jo Naughton, Steve Sayler, Kevin Halterman, Brad Ross, Betsy Freese, Brian Brennan, Jay Simmons, Kelly Shaw, Eric Hanson, Sara Opie, John Parker, Terry Pauling, Rob Moran, Robert Kientz, and Shon Jennings.

Vision

Members of the committee divided themselves into small work groups. The work groups were asked to identify their vision for economic development in Indianola for the next 5 years). (Facilitator's Note – Following the session, the facilitator categorized the Vision Statements per relevant strategic focus areas as identified later in the session.)

Business Development and Job Growth

Increased employment opportunities in Indianola
Recruitment of commercial and retail businesses and light industries
Helping Simpson College grow
The Square filled with vibrant businesses, entertainment opportunities
Diverse retail, entertainment, restaurant opportunities for options for families/residents
Enhanced climate for commerce
Land available for industrial growth at affordable prices
Incentives provided to promote economic development
Hotels
North side development
Increased property tax base through new development

Residential Development

Strong but manageable residential growth
Increased population
 20,000 – 30,000 population target seems ideal
 Add 3,000 residents
Growth in school enrollments
Balanced commercial and residential growth
Housing development on west side
More inventory of higher priced homes
Availability of rental housing
Active developers in Indianola

Infrastructure

Infrastructure capacity available for commercial, residential and industrial growth
Utility rates at competitive levels

Community Leadership/Coordination/Organizational Capacity

Effective collaboration/coordination/support between city, county, schools, Simpson, economic development organizations
Everybody “on the same page” in terms of economic development
Maintain “small town atmosphere”
Knowledge building
Annexation of land to north and west
Progressive/proactive local governments

Marketing

Agreement on who we want to be as a community

Leveraging/promoting our current assets – Simpson College, excellent school system, opera, small town atmosphere, county seat, safety, competitive taxes, sports complex, fair

Core Values

The work groups identified the following as core values of the community related to economic development that should be maintained and promoted:

- College town with small town atmosphere
 - Strong relationship with Simpson College
- Excellent quality of life:
 - Excellent schools
 - Community amenities
 - Arts and cultural opportunities
 - Public safety/low crime
- Family-friendly
- Destination community – arts and cultural events, parks, trails, biking, walking, hot air balloons, bike night, etc.
- Fiscal responsibility
- Religious opportunities – morally responsible
- Healthy lifestyles
- Stable and managed growth
- Strong and vibrant Square
- Strong sense of community

Strengths/Weaknesses/Opportunities/Threats

The work groups the identified the following community strengths, weaknesses, opportunities, threats, issues and concerns that may be expected to positively or negatively affect the ability of the City to achieve the visions identified for each of the Strategic Focus Areas.

Strengths

Simpson College

School system

Proximity to Des Moines

Sense of fiscal responsibility

Recreational opportunities – parks, trails, biking/walking trails, YMCA

Arts and cultural opportunities

Transportation

Public safety/low crime

Fiber network where available

Events like hot air balloons, fair, opera attract visitors to Indianola and also promote sense of community

Recreation facilities attract visitors to Indianola

United mayor and City Council (presently)

Distinct community – not a contiguous suburb

Indianola attracts shoppers from southern Warren County, south side of Des Moines, and areas accessible to Highway 65/69 corridor

Accessibility to state parks

Proximity to casino

Weaknesses

Too many players playing their own game, not working together, lack of coordination/collaboration

WCEDC

IDA

IMU

City of Indianola

County

Schools

College

Businesses

Chamber of Commerce

Lack of clearly defined and well understood roles and responsibilities regarding economic development

Lack of community identity/self-image

We're unique but can't say why

Best kept secret – worst thing ever

Need for enhanced marketing - identification of target markets

Developers don't "think Indianola"

Slow to grow/flat growth

Competition with other DSM metro communities

Are Indianola's economic development incentives competitive?

Weaknesses (continued)

Utility rates – water, sewer, electric too high
Infrastructure capacity issues:
 Waste water treatment capacity currently limited
 Natural gas capacity limited
Flat school enrollment
Lack of industry
Lack of available land for development at marketable prices
Proximity to Des Moines
Limited commercial/retail establishments
Limited entertainment/night life options
Lack of diversity of population
Fiber optic network not available everywhere in community
Aging population
Lack of direction
Limited restaurant options
Not enough cultural events
Lack of developers/investors
Availability of “ready” workforce
Lack of available rental housing
Too many Indianola residents shopping in West Des Moines
Proximity to casino

Opportunities

Working together
Encourage/attract diverse populations to Indianola
Encourage/attract retirement age population to Indianola
Community is now more receptive to growth
Land is available for development
 Opportunity for development if appropriately priced
Simpson College
Waste water treatment plant upgrades planned for the near future can provide increased capacity to accommodate commercial, industrial and residential growth
Provide better/more information to prospective businesses, developers, residents
Promote/provide more information about fiber optic network

Proximity to casino

Threats

“Old school”, anti-development thinking among some residents – nay-sayers
Not working together
Flat growth
Flat school enrollment
Competition with other DM metro region communities
 Des Moines
 Norwalk

Strategic Focus Areas

Based on the foregoing discussions regarding vision, values, and strengths/weaknesses/opportunities/threats, the facilitator suggested that the following items should be considered as Strategic Focus Areas – key issues of paramount importance to the organization that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the organization’s mission and strategic vision. The Strategic Focus Areas will serve to organize the goals, objectives and initiatives of the strategic plan

- Business Development and Job Growth
- Residential Development
- Infrastructure
- Community Leadership/Coordination/Organizational Capacity
- Marketing

Next Meeting

It was announced that the next meeting is scheduled for Tuesday, June 23 at 5:00 pm in the Kent Campus Center at Simpson College. After the meeting, several committee members indicated they would not be able to attend the June 2 session due to schedule conflicts so the meeting has been moved to the 23rd. A dinner will once again be provided. We look forward to seeing you on the 23rd.

Jeff Schott
Institute of Public Affairs
University of Iowa
May 6, 2015

APPENDIX C

City of Indianola
Economic Development Strategic Planning
Session #2
Summary Report
June 23, 2015



Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa

CITY OF INDIANOLA
ECONOMIC DEVELOPMENT STRATEGIC PLANNING
SESSION #2
SUMMARY REPORT
JUNE 23, 2015

Introduction

The City of Indianola (City) requested the Institute of Public Affairs (IPA) to assist the city with economic development strategic planning. The city established a strategic planning committee consisting of representatives from the community to participate in this process. IPA agreed to organize and facilitate this process.

Mayor Kelly Shaw welcomed the participants to the second session and discussed the purpose and need of the economic development strategic plan. He introduced Jeff Schott of the Institute of Public Affairs at the University of Iowa, who will facilitate the strategic planning process.

Summary Report – May 5, 2015 Session

There were no additions or corrections to the May 5, 2015 summary report.

Strategic Planning Session #2

The strategic planning committee held its second meeting on June 23, 2015. In attendance and participating at this meeting were Tim McConnell, Greg Marchant, Steve Gray, Steve Sayler, Kevin Halterman, Brad Ross, Brian Brennan, Kelly Shaw, Eric Hanson, Sara Opie, John Parker, Rob Moran, Robert Kientz, Betsy Freese, Dave Moeller, and Jane Whalen.

Goals and Strategies

Members of the committee divided themselves into small work groups based on the previously identified Strategic Focus Areas. The work groups then developed goals and strategies for each focus area based on the following definitions:

Strategic Focus Areas – Key issues of paramount importance to the City that need to be addressed in terms of leadership direction, goals, programs, policies and resource allocation in order to achieve the City’s strategic vision.

Goals – General statements of the city’s intentions, aspirations or where it wants to be or in terms of addressing the major issues facing the organization (Strategic Focus Areas).

Strategies – Specific activities, programs, projects or initiatives to be undertaken to reach each goal.

Strategic Focus Area: Business Development and Job Growth

Goals:

- Business/office complex.
- Medical campus expansion.
- Recruit national box stores to generate more retail traffic.
- Restaurant expansions.

Strategies:

- Compile list of development contacts.
- Compile list of local connections to potential projects.
- Update infrastructure to accommodate industrial development.
- Meet with property owners to identify available/affordable land for commercial development.
- Initiate a city-driven business retention and expansion (BR & E) program.
- Locate potential capital resource pool of funds (investors).
- Develop and implement comprehensive marketing program to recruit retail opportunities.

Strategic Focus Area: Residential Development

Goals:

- Achieve population of 20,000 by 2020.
- Construction of 50 houses per year @ \$275,000 each.
- Provide leasable units for younger households.
- Attract residential developers to Indianola.
- Less senior housing and low-rate Section 8 units.

Strategies:

- Have “shovel-ready” sites available.
- Provide appropriate incentives for homebuyers and developers.
- Market Indianola to developers and buyers.
- Meet with property owners to identify available/affordable land for commercial development.
- Promote redevelopment/rehabilitation of existing residential properties.
- Review Zoning Ordinance, Subdivision Ordinance and related development regulations and policies.

Strategic Focus Area: Infrastructure

Goals:

- Update infrastructure to accommodate development.
- Assure lots are available with appropriate infrastructure for development purposes.
- More medical offerings.
- Update/enhance capacity of waste water treatment plant.

Strategies:

- City to provide assistance with roads, sewers, and related infrastructure for new projects.
- City to provide “starter package”.
- Develop and implement plan for upgrading waste water treatment plant within 8-10 years.
- Explore the feasibility of adopting a Local Option Sales Tax (LOST) to help city finance necessary infrastructure improvements.
- Develop mechanism for coordinating major capital projects proposed for the community by various governmental jurisdictions/agencies (city, school district, county, etc.).

Barriers:

- Lack of development lots.
- Waste water treatment plant capacity issues.
- High cost of electricity.

Strategic Focus Area: Marketing

Goals:

- Market locally – to an internal audience (residents of Indianola).
- Market to an external audience – businesses, developers.
- Maintain core values but still grow economic development.

Strategies:

- Develop and communicate a coordinated and complementary vision of Indianola (one voice).
- Create messages:
 - Internal – expect change
 - External – we’re open for business
- Develop and deliver “dog and pony show”.
- Provide leadership training for Leadership Council.
- Create nice, slick factual marketing materials, including electronic format.
- Assert city’s role through strategy and leadership.

Barriers:

- Multiple groups/individuals – doing their own thing.
- Who does the marketing and how is it paid for?

Strategic Focus Area: Community Leadership/Coordination/Organizational Capacity

Goals:

- Develop alignment across community organizations to “Promote Indianola First”.
- Present and promote a united front to move Indianola forward.

Strategies:

- Develop an Indianola Community Leadership Council consisting of individuals currently involved in the community.
- Identify and encourage emerging Indianola leaders to get them involved in community activities and leadership.
- Develop and leverage Leadership Development Program.
- Create a liaison position with key Indianola boards, groups, etc.
- Identify funding sources – private donations, corporate funds, grants – to undertake initiatives/projects.

Barriers:

- Change is hard.
- Different groups have different agendas.
- Funding

Action Plan Committee

A smaller “plan implementation” committee will take the information from the first two sessions and develop an Action Plan for implementation. The committee’s proposed Action Plan will be forwarded to the strategic planning committee prior to the next meeting and will be reviewed at the next session.

Next Meeting

The next meeting is tentatively scheduled for Tuesday, August 11 at 5:00 pm at a location to be determined. City staff will confirm the date and location and will notify committee members..

Jeff Schott
Institute of Public Affairs
University of Iowa
June 25, 2015

APPENDIX D

City of Indianola
Economic Development Strategic Planning
Session #3
Summary Report
August 11, 2015



Facilitated by:
Jeff Schott
Institute of Public Affairs
University of Iowa

CITY OF INDIANOLA
ECONOMIC DEVELOPMENT STRATEGIC PLANNING
SESSION #3
SUMMARY REPORT
AUGUST 11, 2015

Introduction

The City of Indianola (City) requested the Institute of Public Affairs (IPA) to assist the city with economic development strategic planning. The city established a strategic planning committee consisting of representatives from the community to participate in this process. IPA agreed to organize and facilitate this process.

City Manager Eric Hanson welcomed the participants to the second session and discussed the purpose and need of the economic development strategic plan. He introduced Jeff Schott of the Institute of Public Affairs at the University of Iowa, who will facilitate the strategic planning process.

Summary Report – June 23, 2015 Session

There were no additions or corrections to the June 23, 2015 summary report.

Strategic Planning Session #3

The strategic planning committee held its third meeting on August 11, 2015. In attendance and participating at this meeting were Jay Simmons, Dave Moeller, Betsy Freese, Terry Pauling, Amy Jo Naughton, Greg Marchant, Steve Gray, Brad Ross, Hollie Askey, Jim Meadows, Justin Brown, Brian Brennan, Kelly Shaw, Eric Hanson, Sara Opie, and Rob Moran.

Action Plan

The committee reviewed the draft Action Plan: Goals, Strategies, Responsibilities, Time Lines (dated 7/9/25) as developed by the sub-committee that had been established at the June 23 session. After careful review and discussion of each item, the full committee made a number of revisions to the draft Action Plan as shown below.

The committee agreed that it would be the ultimate responsibility of the mayor and city council to assure implementation of the strategic plan.

COMMUNITY LEADERSHIP/COORDINATION/ORGANIZATIONAL CAPACITY

Goals	Strategies	Action Steps	Completed By
1. Develop alignment across community organizations to “Promote Indianola First” and present and promote a united front to move Indianola forward.	1a. Develop an Indianola Community Leadership Council consisting of individuals currently involved in the community.	Create Task Force to identify options and make recommendations for establishing an Indianola Community Leadership Council. If determined to be feasible, establish roles and responsibilities of Indianola Community Leadership Council. Identify and encourage emerging Indianola leaders to get them involved in community activities and leadership. Provide leadership training for Leadership Council.	Dec. 1, 2015 Oct. 1, 2015 Apr. 1, 2016
		Create a liaison position with key Indianola boards, groups, etc.	Apr. 1, 2016
		Identify funding sources – private donations, corporate funds, grants – to undertake initiatives/projects. Establish budget. Develop and implement fund-raising campaign.	Jan. 1, 2017 Jan. 1, 2016 Apr.1, 2016
	2a. Provide adequate resources to accomplish leadership goals and undertake initiatives/projects.		
2. Assure Indianola Leadership Council has adequate resources to accomplish its roles			

BUSINESS DEVELOPMENT & JOB GROWTH			
Goals	Strategies	Action Steps	Completed By
1. Attract 5 new retail businesses to Indianola annually. 2. Attract/support/foster 3 new commercial projects in Indianola annually. 3. Have a pool of financial resources available to promote business expansion/job growth. 4. Assist 5 existing businesses per year with expansion/job growth. 5. Have shovel ready sites available for commercial/retail/office development.	1a. Recruit national box stores to generate more retail traffic. 1b. Recruit dining and entertainment establishments.	Identify gaps in local retail sector. Identify potential compatible targets. Compile list of development contacts. Compile list of local connections to potential projects. Meet with property owners to identify available/affordable land for commercial development. Coordinate with Warren County Economic Development	Oct. 1, 2015 Oct. 1, 2015 Oct. 1, 2015 Oct. 1, 2015 Oct. 1, 2015 On-going
	2a. Support Medical campus expansion. 2b. Attract data center. 2c. Attract office complex.	Work with existing medical facilities to identify potential opportunities. Compile list of development contacts. Compile list of local connections to potential projects. Meet with property owners to identify available/affordable land for commercial development.	Jan. 1, 2016 Oct. 1, 2015 Oct. 1, 2015 Jan. 1, 2016
	3a. Establish venture capital fund.	Locate potential resources and investors. Enhance existing Indianola Revolving Loan Fund.	July 1, 2016 July 1, 2016
	4a. Initiate a city-driven business retention and expansion (BR & E) program.	Develop and implement business retention and expansion (BR & E) program. Coordinate with Warren County Economic Development and Chamber of Commerce	Apr. 1, 2016 Apr. 1, 2016
	5a. Inventory available land. 5b. Identify infrastructure needs.	Develop and implement improvement plan to address infrastructure needs. Meet with property owners to identify available/affordable land for commercial development.	Oct. 1, 2016 Apr. 1, 2016

RESIDENTIAL DEVELOPMENT			
Goals	Strategies	Action Steps	Completed By
1. Achieve population of 20,000 by 2025; construct 50 houses per year @ \$275,000 each.	1a. Provide appropriate incentives for targeted homebuyers and developers.	Evaluate and modify available incentives to encourage residential development. Identify target residential markets.	Dec. 1, 2017
	1b. Attract leasable units for younger households.	Review Zoning Ordinance, Subdivision Ordinance and related development regulations and policies.	Dec. 1, 2017 Dec. 1, 2017
2. Attract residential developers to Indianola.	2a. Market and attract residential developers and buyers to Indianola.	Identify prospective developers and make personal contacts. Work with existing real estate, finance, engineering and related sources to promote Indianola as a site for residential development.	Apr. 1, 2016 Apr. 1, 2016
	2b. Ensure current requirements foster residential development while still maintaining appropriate standards.	Implement marketing plan to attract residents to Indianola.	Apr. 1, 2016
3. Have shovel ready sites available for residential development	3a. Inventory available land.	Develop and implement improvement plan to address infrastructure needs.	Jan. 1, 2017
	3b. Identify infrastructure needs.	Meet with property owners to identify available/affordable land for commercial development.	Apr. 1, 2016
4. Assure existing housing stock remains in sound condition.	4a. Promote redevelopment/ rehabilitation of existing residential properties.	Submit application for Housing Rehab grant. Evaluate and implement minimum property maintenance standards.	July 1, 2017 July 1, 2017

INFRASTRUCTURE			
Goals	Strategies	Action Steps	Completed By
1. Assure infrastructure is adequate to accommodate future development.	1a. Update/enhance capacity of waste water treatment plant.	Develop and implement plan for upgrading waste water treatment plant within 8-10 years.	Oct. 1, 2015
	2a. Explore the feasibility of alternative funding sources to help city finance necessary infrastructure improvements.	Explore the feasibility of adopting a Local Option Sales Tax (LOST) to help city finance necessary infrastructure improvements. If determined to be feasible, place LOST issue on ballot for voter approval. Develop mechanism for coordinating major capital projects proposed for the community by various governmental jurisdictions/agencies (city, school district, county, etc.).	Nov. 1, 2015 Dec. 1, 2016

MARKETING			
Goals	Strategies	Action Steps	Completed By
1. Develop and communicate a coordinated and complementary vision of Indianola (one voice).	1a. Market locally – to an internal audience (residents of Indianola).	Create messages: Internal – expect changes External – we’re open for business	Apr. 1, 2016
	1b. Market to an external audience – businesses, developers.	Create nice, slick factual marketing materials, including electronic format. Develop and deliver “dog and pony show”.	Apr. 1, 2016 Apr. 1, 2016
	2a. Assure adequate funding to implement marketing plan.	Develop plan for financing marketing efforts.	Apr. 1, 2016
2. Develop and deliver a robust marketing program to promote Indianola as a great place to live, work and do business.			

Develop List of Potential Persons for Indianola Community Leadership Council

The committee unanimously concurred that the top priority for economic development was development of the Indianola Community Leadership Council as proposed in the Action Plan. Committee members were asked to identify potential persons they thought should help establish, develop and participate on the Indianola Community Leadership Council. The members were asked to write down suggestions of names of people for this Council, with the following results (parentheses indicate number of times the individual was identified):

Doug Shull (5)
Jane Whalen (4)
Bob Downing (3)
Kevin Halterman (2)
Larry McConnell (2)
Tim McConnell (2)
Clint Welling (2)
Keith Welling (2)
Holly Askie (1)
Kari Bishop (1)
Steve Breure (1)
Dennis Frischmyer (1)
JB (1)
Janet (?) Koenig (1)
Jim Meadows (1)
Dan Moeller (1)
Jo Reynolds (1)
Steve Richardson (1)
Gary Ruhle (?) (1)
Steve Saylor (1)
JR Sheffer (1)
Jay Sharp (1)
Terry Sharp (1)

Follow Up: Communication/Implementation/Monitoring/Reporting

Mayor Shaw indicated that the recommendations of the Strategic Planning Committee could be presented to the City Council in mid-September. There was agreement that representatives from the citizens committee should attend the city council meeting at which the proposed economic development strategic plan would be presented to the City Council to demonstrate the broad-based citizen participation in the process. City staff will notify the committee as to the date of the meeting when the strategic plan will be presented.

Once the City Council has reviewed and taken action on the Economic Development Strategic Plan, it was agreed that the Strategic Plan should be presented to other local governments, community organizations, city boards and commissions and other key stakeholders and community groups.

As previously indicated, the committee agreed that it would be the ultimate responsibility of the mayor and city council to assure implementation of the strategic plan. City manager Eric Hansen indicated that the strategic plan could serve as a framework outlining the city council's expectations from the new city manager with respect to economic development. The committee indicated that they would like to get together one year from now to review the status of implementation of the plan.

Thank You's

Mayor Shaw, Eric Hanson and Jeff Schott thanked all the committee members for their dedication and energy in participating in this committee.

Jeff Schott
Institute of Public Affairs
University of Iowa
August 18, 2015

Meeting Date: 09/21/2015

Information

Subject

Final consideration of a request from Steve Darr of Deer Run Golf Course to rezone a portion of Lot 3 of the Deer Run Subdivision from C-2 (Highway Commercial) to R-5 (Planned Residential District) and locally known as the 300 to 400 Block of South Y Street (P&Z approved unanimously on July 14, 2015)

Information

Council needs to hold the final consideration of a request from Steve Darr to rezone a portion of Lot 3 of Deer Run from C-2 (Highway Commercial) to R-5 (Planned Residential). Enclosed is a copy of the rezoning request, development plan and aerial mapping of the area. The Planning and Zoning Commission just approved the preliminary plat for this area at the June meeting. The rezoning provides compliance of single family dwellings for lots 4, 5, and 6. If approved, R-5 zoning will be present to the east and south, A-1 zoning to the west and C-2 to the north. The new zoning boundary will match the property lines of both the proposed plat and the commercial plat along the highway. The final plat of this area has been submitted, however no action should be taken until the council has held the public hearing for the rezoning.

The Future Land Use Map within the 2011 Comprehensive Plan indicates this area as medium residential. All notifications have been sent and a sign has been posted. Chuck Burgin recommended approval and P&Z approved unanimously.

Roll call is in order.

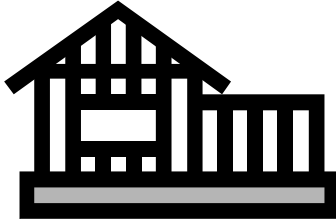
Attachments

[PZ Memo](#)

[Rezoning Information](#)

[PZ Minutes](#)

[Ordinance](#)



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: July 14, 2015 Meeting

Item # 4 Consider request from Russ Sandquist to seek Alternate Method of Approval of the Site Plan Ordinance at 507 East 2nd Avenue.

First of all, I would like to give you a little history regarding this property. The original building permit was issued for the storage facility in September of 2011. After numerous attempts to gain building code and site plan ordinance compliance this department placed a stop work order and revoked the building permit in December of 2013. In October of 2014, Russ Sandquist purchased the property and has applied for a building permit to finish placing a second storage building on the lot.

Enclosed is a letter from Sandquist Investments, LLC requesting an alternate method of approval, a site plan indicating the placement of the second building, building elevations, aerial photo of the area and photographs of the existing building.

After discussing the past issues this department has had obtaining compliance with the site plan ordinance, Russ has cooperated not only with the proposed building but is willing to make modifications to the existing building to enhance its south elevation. Listed below are the changes requested.

1. The lot is zoned C-2 (Highway Commercial), however residential zoning is present on all sides other than the frontage. Russ has agreed to install a 6' double faced wooden fence on these three sides for the buffer compliance.
2. Remove the E.F.I.S. material on the existing north elevation and install 42" culture stone ledge and finish with vertical cedar siding.
3. Remove the E.F.I.S. material on the west and east elevations and replace it with a two color metal vertical siding.
4. Construction the second building with the same exterior materials.

I recommend approval of the request for the following reasons:

1. The walls perpendicular to the highway require 30% of an approved material. The wooden fence will conceal all of the required material from view.

2. E.F.I.S. is an approved material, however the proposed materials in my opinion will enhance the aesthetics of the frontage of both buildings.
3. In my opinion, requiring an approved material between all the garage doors does very little to enhance the aesthetics of the building.

Item # 5 Consider request from Steve Darr of Deer Run Golf Course to rezone a portion of Lot 3 of the Deer Run Subdivision from C-2 (Highway Commercial) to R-5 (Planned Residential District) and locally known as the 300 to 400 Block of South Y Street.

Enclosed is a copy of the rezoning request, development plan and aerial mapping of the area. You may recall the commission just approved the preliminary plat for this area at the June meeting. The rezoning provides compliance of single family dwellings for lots 4, 5, and 6. If approved, R-5 zoning will be present to the east and south, A-1 zoning to the west and C-2 to the north. The new zoning boundary will match the property lines of both the proposed plat and the commercial plat along the highway. The final plat of this area has been submitted, however no action should be taken until the council has held the public hearing for the rezoning which will be scheduled for the August 17, 2015, meeting.

The Future Land Use Map within the 2011 Comprehensive Plan indicates this area as medium residential. All notification has been sent and a sign has been posted. I recommend approval of the request.



COMMUNITY DEVELOPMENT

Rezoning Application

Local Address: 206 South "Y" Street

Legal Description: The south 305.55' of the north 635.64' of the west 240.06' of Lot 3 Deer Run

Present Zoning: ~~R-2~~ - Highway Commercial

Zoning Requested: R-5 - Planned Residential District

Existing Use: Vacant

Proposed Use: Single Family

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

Name:	Address:
<u>Hale, Jan M. & William M.</u>	<u>28028 Woodside Road</u>

<u>Rev. Trust/Eyberg, Robin</u>	<u>Excelsior, MN 55331</u>
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<u>DFM Development LC</u>	<u>PO Box 21009, Des Moines, IA 50321</u>
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A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

No interest in commercial property fronting South "Y" Street from potential buyers

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



— COMMUNITY DEVELOPMENT —

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

N/A _____

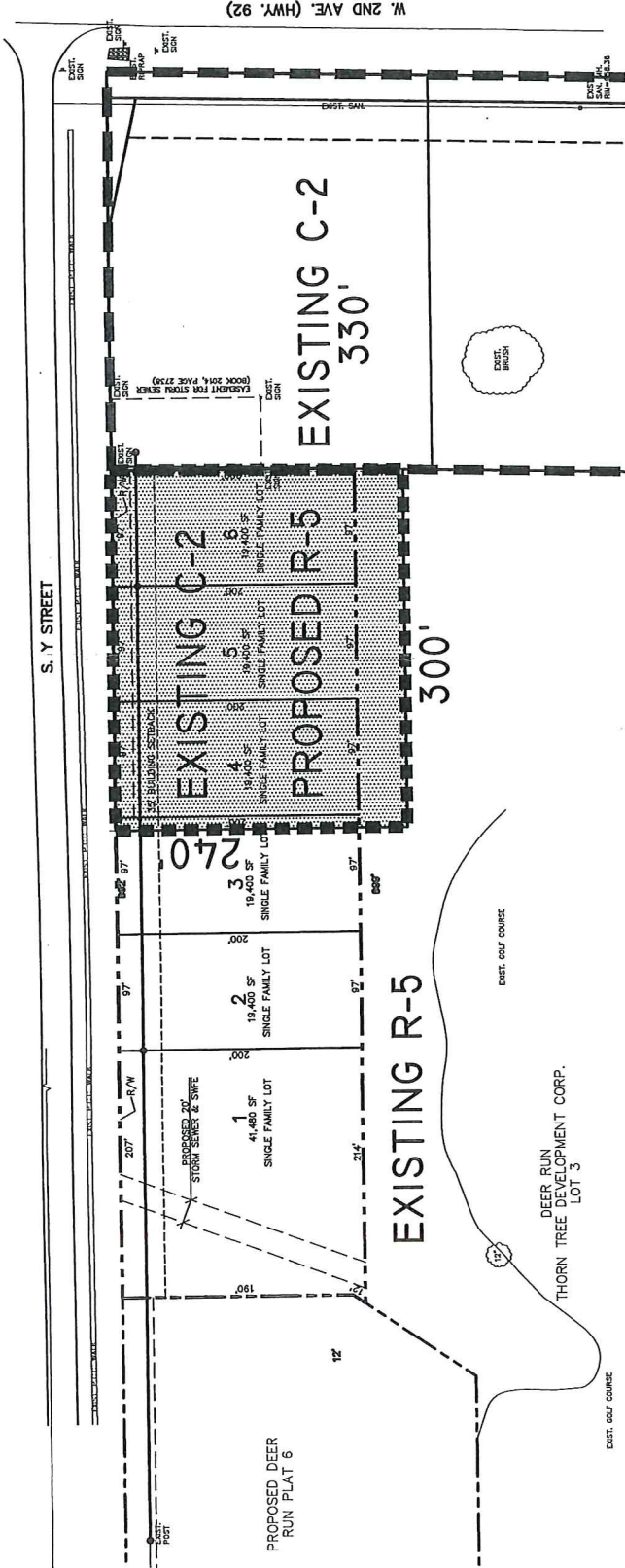


Signature of Applicant

\$200.00 Fee

Receipt No. 18001379

DEER RUN PLAT 7 - DEVELOPMENT PLAN



ZONING
R-5

LEGAL DESCRIPTION
That part of Lot 3 in Deer Run, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa, being more particularly described as follows:
Commencing as a point of reference at the Northwest corner of said Lot 3;
Thence South 01°03'27" East, 692.19 feet to the North line of Deer Run Plat 4; and
Thence North 88°55'02" East, 200.00 feet;
Thence South 01°03'27" East, 692.19 feet to the North line of Deer Run Plat 4; and
Thence North 88°55'02" West, 12.15 feet along the North line of said Lot 3 to the point of Beginning.

NOTES
1. EROSION CONTROL METHODS FOR CONTROLLING SOIL EROSION ALONG THE EROSION CONTROL LINE SHALL BE DETERMINED BY THE CITY OF INDIANOLA, IOWA, AND SHALL BE IN ACCORDANCE WITH THE WARREN COUNTY SOIL CONSERVATION DISTRICT.
2. RIGHT-OF-WAY FOR SOUTH "Y" STREET (100' WIDE) AND 12' EASEMENT SHALL BE DEDICATED TO THE CITY OF INDIANOLA, IOWA, AND SHALL BE IN ACCORDANCE WITH THE WARREN COUNTY SOIL CONSERVATION DISTRICT.
3. THE CURRENT OWNER OF THE PROPERTY IS THORNTREE DEVELOPMENT CORPORATION, 1000 12TH STREET, INDIANOLA, IOWA 50130. THE PROPERTY IS DEED RECORDED IN BOOK 1939 PAGE 2222 IN THE WARREN COUNTY RECORDER'S OFFICE.
4. PUBLIC 12" WATER IS AVAILABLE ON THE EAST SIDE OF SOUTH "Y" STREET. THE WATER IS AVAILABLE FROM AN EXTENSION OF AN 8" PIPE FROM THE SOUTH.
5. MONUMENTS SHOWN TO BE SET ON THIS PLAT WILL BE ESTABLISHED WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.



LEGEND

- MONUMENT FOUND - 5/8" IR W/YELLOW CAP PLOTS UNLESS NOTED OTHERWISE
- W/YELLOW CAP # 12268
- ▲ SECTION CORNER FOUND AS NOTED
- (P) PLATTED OR RECORD DIMENSION
- (M) MEASURED DIMENSION
- PLATTED LINE
- PROPERTY LINE
- (NS) SURFACE WATER FLOWAGE EASEMENT
- SWP STORM SEWER EASEMENT
- SAN SANITARY SEWER EASEMENT



PPI



INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
JULY 14, 2015
6:00 P.M.

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

Joe Butler
Tiffany Coleman
Al Farris
Bob Ormsby
Josh Rabe
Misty Soldwisch

Also present: Dan Rittel of ERG, Russ Sandquist of Sandquist Investments, Mindi Robinson and Chuck Burgin.

The minutes of the June 9, 2015 meeting were approved on a motion made by Farris and seconded by Rabe. Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

Consider request from Russ Sandquist to seek Alternate Method of Approval of the Site Plan Ordinance at 507 East 2nd Avenue.

Chuck gave some background information on the property stating the original building permit was issued for the storage facility in September of 2011. This department has attempted to gain building code and site plan ordinance compliance with the original owner, eventually placing a stop work order and revoking the building permit in December of 2013. Russ Sandquist purchased the property in October of 2014 and has applied for a building permit to finish placing a second storage building on the lot.

Chuck and Mr. Sandquist have been working together to gain compliance with the site plan ordinance. Chuck informed the commission that Mr. Sandquist has agreed to the following recommended changes.

1. The lot is zoned C-2 (Highway Commercial), however residential zoning is present on all sides other than the frontage. Russ has agreed to install a 6' double faced wooden fence on these three sides for the buffer compliance.
2. Remove the E.F.I.S. material on the existing north elevation and install 42" culture stone ledge and finish with vertical cedar siding.
3. Remove the E.F.I.S. material on the west and east elevations and replace it with a two color metal vertical siding.
4. Construction the second building with the same exterior materials.

Chuck recommends approval for the following reasons:

1. The walls perpendicular to the highway require 30% of an approved material. The wooden fence will conceal all of the required material from view.
2. E.F.I.S. is an approved material, however the proposed materials in my opinion will enhance the aesthetics of the frontage of both buildings.
3. In my opinion, requiring an approved material between all the garage doors does very little to enhance the aesthetics of the building.

Commission expressed concern regarding the proposed metal siding and the removal of E.F.I.S. Commission further discussed the various materials allowed within the site plan ordinance, the walls perpendicular to the highway requiring 30% of approved material and whether the buildings will be screened enough from view.

After discussion, Chuck reviewed Commission's suggestions as follows.

1. Allow metal paneling on the bottom 42" of west elevation of existing building in lieu of E.F.I.S.
2. Approve 42" culture stone on both buildings south elevation.
3. E.F.I.S. to remain above metal.
4. Allow two color metal siding on east side.
5. Owner agrees the fence to remain after any future rezoning or building's exterior walls must comply with site plan ordinance.
6. Proposed building to match proposed materials on existing building.

Mr. Sandquist agreed to these terms.

Motion was made by Rabe and seconded by Ormsby to approve the request from Russ Sandquist to seek Alternate Method of Approval of the Site Plan Ordinance at 507 East 2nd Avenue with the six Commission suggestions agreed upon and the four staff recommended changes. Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

Consider request from Steve Darr of Deer Run Golf Course to rezone a portion of Lot 3 of the Deer Run Subdivision from C-2 (Highway Commercial) to R-5 (Planned Residential District) and locally known as the 300 to 400 Block of South Y Street.

Chuck reviewed the request stating a development plan is required when rezoning to R-5. The preliminary plat for the area was approved at the Commission's June meeting. The new zoning boundary matches the property lines of both the proposed plat and the commercial plat along Highway 92.

Farris made a motion to approve the request from Steve Darr of Deer Run Golf Course to rezone a portion of Lot 3 of the Deer Run Subdivision from C-2 (Highway Commercial) to R-5 (Planned Residential District) and locally known as the 300 to 400 Block of South Y Street.

Chuck explained the existing 60' storm sewer easement, as shown on the development plan, will be used as a partial buffer between the commercial and residential

property when the final plat of Deer Run Plat 7 comes before the Commission in the future.

Ormsby seconded the motion to approve the request. Question was called for and on voice vote Vice Chairperson Butler declared the motion carried unanimously.

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

Joe Butler, Vice Chairperson

Mindi Robinson

ORDINANCE NO. 2015-_____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, BY REZONING LAND OWNED BY STEVE DARR (THORN TREE DEVELOPMENT CORPORATION) TO CHANGE THE ZONING CLASSIFICATION FROM C-2-Highway Commercial TO R-5-Planned Residential District

WHEREAS, the Planning and Zoning Commission, after notice and a hearing in accordance with law, have recommended to the City Council that the below described property located at the 300-400 Block of South “Y” Street be considered for rezoning from C-2-Highway Commercial to R-5-Planned Residential District Zoning Classification; and

WHEREAS, on the ____ day of _____ 2015, after due notice and hearing as provided by law, the City Council now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Municipal Code of the City of Indianola, Iowa, be and it is hereby amended by rezoning the following described property from **C-2-Highway Commercial to R-5-Planned Residential District**:

**The South 305.55 feet of the North 635.64 feet of the West 240.06 feet of Lot 3 in Deer Run, an Official Plant in Indianola, Warren County, Iowa;
Locally known as the 300-400 Block of South “Y” Street, Indianola, Iowa.**

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

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

PASSED AND APPROVED this ____ day of _____, 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Information

Subject
Hillcrest Urban Renewal Area

Information

Meeting Date: 09/21/2015

Information

Subject

Public hearing on the proposal to enter into a Development Agreement with Indianola IA Lodging, LLC

Information

Council needs to hold the public hearing on the proposal to enter into a Development Agreement with Indianola IA Lodging, LLC. After the hearing the council will need to consider the resolution.

Information

Subject

Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Indianola IA Lodging LLC

Information

In your packet is the resolution approving and authorizing execution of a Development Agreement (packet) by and between the City of Indianola and Indianola IA Lodging LLC.

Highlights of the agreement include:

- Minimum improvements include a new 46,709 square foot, 71 rooms/suites, 4 story Country Inn & Suites Hotel
- The City will make a forgivable loan in the amount of no more than \$250,000 as an incentive toward the costs of the project, which loan shall be forgiven over a five year period, all contingent on the terms and following satisfaction of the conditions set forth in the Agreement
- The estimated assessed value of the Development Property after construction of the Minimum Improvements is anticipated to be approximately \$4 million, but the Warren County Assessor will make the final determination as to the value
- The construction of the Minimum Improvements will be completed by December 31, 2016
- Upon completion and occupancy, at least 7 full-time equivalent employment units will be employed at the Minimum Improvements

Roll call is in order.

Attachments

Resolution
Agreement

September 21, 2015

The City Council of the City of Indianola in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at 7:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Indianola and Indianola IA Lodging, LLC, and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 364.6 of the City Code of Iowa.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposed action. The Clerk advised the Mayor and the Council that _____ written objections had been filed. The Mayor then called for oral objections and _____ were made. Whereupon, the Mayor declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

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

Whereupon, Council Member _____ introduced and delivered to the Clerk the Resolution hereinafter set out entitled "RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA AND INDIANOLA IA LODGING, LLC", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2015, at this place.

Council Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF INDIANOLA AND INDIANOLA IA
LODGING, LLC

WHEREAS, by Resolution No. 11-94, adopted July 5, 1994, this Council found and determined that certain areas located within the City are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Hillcrest Urban Renewal Plan (the "Plan") for the Hillcrest Urban Renewal Area (the "Urban Renewal Area" or "Area") described therein, which Plan has been amended several times, and is on file in the office of the Recorder of Warren County; and

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

WHEREAS, the City has received a proposal from Indianola IA Lodging, LLC (the "Developer"), in the form of a proposed Forgivable Loan Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Hillcrest Urban Renewal Area as defined and legally described in the Agreement and consisting of the construction of a multi-story hotel of approximately 46,000 square feet and 71 rooms/suites, together with all related site improvements, as outlined in the proposed Forgivable Loan Agreement; and

WHEREAS, the Agreement further proposes that the City will make a forgivable loan in the amount of no more than \$250,000 as an incentive toward the costs of the project, which loan shall be forgiven over a five year period, all contingent on the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, one of the obligations of Developer(s) relates to employment retention and/or creation; and

WHEREAS, Iowa Code Chapters 15A and 403 authorize cities to make loans and grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code taking into account any or all of the factors set forth in Chapter 15A, to wit:

- a. Businesses that add diversity to or generate new opportunities for the Iowa economy should be favored over those that do not.
- b. Development policies in the dispensing of the funds should attract, retain, or expand businesses that produce exports or import substitutes or which generate tourism-related activities.
- c. Development policies in the dispensing or use of the funds should be targeted toward businesses that generate public gains and benefits, which gains and benefits are warranted in comparison to the amount of the funds dispensed.
- d. Development policies in dispensing the funds should not be used to attract a business presently located within the state to relocate to another portion of the state unless the business is considering in good faith to relocate outside the state or unless the relocation is related to an expansion which will generate significant new job creation. Jobs created as a result of other jobs in similar Iowa businesses being displaced shall not be considered direct jobs for the purpose of dispensing funds; and

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

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

Section 1. That the performance by the City of its obligations under the Agreement, including but not limited to making of loans and grants to the Developer in connection with the development of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the Plan and the Urban Renewal Law and, further, that the Agreement and the City's performance thereunder is in furtherance of appropriate economic development activities and objectives of the City within the meaning of Chapters 15A and 403 of the Iowa Code, taking into account the factors set forth therein.

Section 2. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such

documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 21st day of September, 2015.

Mayor

ATTEST:

City Clerk

FORGIVEABLE LOAN AGREEMENT

By and Between

CITY OF INDIANOLA, IOWA

AND

INDIANOLA IA LODGING, LLC

_____, 2015

LOAN AGREEMENT

THIS LOAN AGREEMENT ("Agreement"), is made on or as of the ____ day of _____, 2015, by and between the CITY OF INDIANOLA, IOWA, a municipality ("City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A and 403 ("Urban Renewal Act") of the Code of Iowa, 2015, and INDIANOLA IA LODGING, LLC, a Minnesota limited liability corporation having offices for the transaction of business at 366 S 10th Ave, Waite Park, MN 56387 ("Developer"). The City and Developer are the Parties to this Agreement.

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Hillcrest Urban Renewal Area (the "Area" or "Urban Renewal Area"). The Hillcrest Urban Renewal Plan has been amended 6 times, most recently by Amendment No. 6 approved by Resolution No. 2015-19 on June 1, 2015, and the plan, as amended, is hereinafter referred to as the "Urban Renewal Plan" or "Plan"; and

WHEREAS, a copy of the foregoing Urban Renewal Plan, as amended, has been recorded among the land records in the office of the Recorder of Warren County, Iowa; and

WHEREAS, the City has adopted Ordinance No. 1428, and related prior ordinances, (the "Ordinance") under which incremental tax revenues from the Urban Renewal Area are to be deposited into a special tax increment fund of the City pursuant to Section 403.19 of the Code; and

WHEREAS, the City has been presented with a proposal to be undertaken by the Developer to develop the property legally described on the attached Exhibit A (the "Development Property") which is located within the Urban Renewal Area; and

WHEREAS, under the terms of the proposal the Developer will undertake certain construction activities as described on the attached Exhibit B on and within the Development Property in return for a forgivable loan as specified in Article VIII of this Agreement; and

WHEREAS, the City Council has found the Project to be consistent with the objectives of the Plan for the Urban Renewal Area and has further found that the use of City funds to finance the Forgivable Loan is in accord with the provisions of the applicable laws under which the Project will be undertaken, including but not limited to, Iowa Code Chapters 15A and 403.

NOW, THEREFORE, the City and the Developer, in consideration of the promises and mutual obligations set forth in this Agreement now agree and covenant as follows:

ARTICLE I. DEFINITIONS

Section 1.1. Definitions. In addition to other definitions set forth in this Agreement, all capitalized terms used and not otherwise defined herein shall have the following meanings unless a different meaning clearly appears from the context:

Agreement means this Agreement and all exhibits and appendices hereto, as the same may be from time to time modified, amended or supplemented.

Area or Urban Renewal Area shall mean the area known as the Indianola Hillcrest Urban Renewal Area, as amended.

City means the City of Indianola, Iowa, or any successor to its functions.

Code means the Code of Iowa, 2015, as amended.

Commencement Date means the date of this Agreement.

Developer means Indianola IA Lodging, LLC and each permitted assignee that assumes in writing all of the obligations of the Developer under this Agreement with the written consent of the City as provided in Section 7.1 of this Agreement.

Development Property means that portion of the Urban Renewal Area described in Exhibit A.

Event of Default means any of the events described in Section 10.1 of this Agreement.

Forgivable Loan means the payment to be made by the City to Developer under Article VIII of this Agreement.

Full-Time Equivalent Employment Unit means the employment by Developer of the equivalent of one person for an average of 1,875 hours per year, assuming seven and one half hours per day for a five-day, thirty seven and a half-hour work week for fifty weeks per year.

Minimum Improvements means the construction of a new 46,709 square foot, 71 room (including suites), 4 story Country Inn & Suites hotel on the Development Property, as more particularly described in Exhibit B to this Agreement. For purposes of this Agreement, substantial completion of the Minimum Improvements means the Minimum Improvements are sufficiently completed such that the Developer has obtained a temporary or permanent occupancy permit for the Improvements from the City's building official.

Monthly Average means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months.

Project shall mean the redevelopment of the Development Property and the creation and retention of jobs, as described in this Agreement and Exhibit B hereto.

Promissory Note shall mean the promissory note executed by Developer as described in this Agreement and attached hereto as Exhibit C.

State means the State of Iowa.

Termination Date means the date of termination of this Agreement, as established in Section 11.8 of this Agreement.

Urban Renewal Plan means the Urban Renewal Plan, as amended, approved with respect to the Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of the City. The City makes the following representations and warranties:

a. The City is a municipal corporation and municipality organized under the provisions of the Constitution and the laws of the State and has the power to enter into this Agreement and carry out its obligations hereunder.

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

c. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

Section 2.2. Representations and Warranties of Developer. Developer makes the following representations and warranties:

a. Developer is a limited liability company duly organized and validly existing under the laws of the State of Minnesota, is authorized to do business in Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under the Agreement.

b. This Agreement has been duly and validly authorized, executed and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance

with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors' rights generally. The Developer's attorney shall provide an enforceability opinion in the form of Exhibit D to be signed concurrently with this Agreement.

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

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

e. Developer has not received any notice from any local, State or federal official that the activities of Developer with respect to the Development Property may or will be in violation of any environmental law or regulation (other than those notices, if any, of which the City has previously been notified in writing). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State or federal environmental law, regulation or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State or federal environmental law, regulation or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Developer shall cooperate fully with the City in resolution of any traffic, parking, trash removal or public safety problems which may arise in connection with the construction and operation of the Minimum Improvements.

g. Developer shall cause the Minimum Improvements to be constructed in substantial accordance with the terms of this Agreement, the Urban Renewal Plan, and all local, State, and federal laws and regulations.

h. Developer shall obtain or cause to be obtained, in a timely manner, all required permits, licenses, and approvals, and will meet, in a timely manner, all requirements of all applicable local, State, and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed.

i. The construction of the Minimum Improvements shall require a total investment of not less than \$4,300,000.

j. Developer has firm commitments for construction or acquisition and permanent financing for the Project in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in this Agreement.

k. Developer expects that, barring Unavoidable Delays, the Minimum Improvements will be substantially completed by December 31, 2016. For purposes of this Agreement, substantial completion of the Minimum Improvements means the Minimum Improvements are sufficiently completed such that the Developer has obtained a temporary or permanent occupancy permit for the Improvements from the City's building official.

l. Developer agrees to occupy the Minimum Improvements on the Development Property until at least the Termination Date.

m. Developer would not undertake its obligations under this Agreement without the payment by the City of the Forgivable Loan being made to Developer pursuant to this Agreement.

ARTICLE III. CONSTRUCTION OF MINIMUM IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements. Developer agrees that it shall cause the Minimum Improvements to be constructed on the Development Property in substantial conformance with the Construction Plans submitted to the City. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed and outlined in Exhibit B and the Construction Plans, and shall require a total investment of approximately \$4,300,000 for construction costs.

Section 3.2. Construction Plans. Developer shall cause Construction Plans to be provided for the Minimum Improvements, which shall be subject to approval by the City as provided in this Section 3.2. The Construction Plans shall be in substantial conformity with the Urban Renewal Plan, this Agreement, and all applicable State and local laws and regulations. The City shall approve the Construction Plans in writing if: (i) the Construction Plans substantially conform to the terms and conditions of this Agreement; (ii) the Construction Plans substantially conform to the terms and conditions of the Urban Renewal Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations, and City permit requirements; (iv) the Construction Plans are adequate for purposes of this Agreement to provide for the construction of the Minimum Improvements; and (v) no Event of Default under the terms of this Agreement has occurred; provided, however, that any such approval of the Construction Plans pursuant to this Section 3.2 shall constitute approval for the purposes of this Agreement only and shall not be deemed to constitute approval or waiver by the City with respect to any building, fire, zoning or other ordinances or regulations of the City, and shall not be deemed to be sufficient plans to serve as the basis for the issuance of a building permit if the Construction Plans are not as detailed or complete as the plans otherwise required for the issuance of a building permit. The site plans submitted to the building official of the City for the Development Property and the surrounding areas where the Minimum Improvements are

to be constructed shall be adequate to serve as the Construction Plans, if such site plans are approved by the building official.

Approval of the Construction Plans by the City shall not relieve Developer of any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State and local laws, ordinances and regulations, nor shall approval of the Construction Plans by the City be deemed to constitute a waiver of any Event of Default.

Approval of Construction Plans hereunder is solely for purposes of this Agreement, and shall not constitute approval for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed.

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and substantially completed: (i) by no later than December 31, 2016; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in substantial conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Developer agrees that it shall permit designated representatives of the City, upon reasonable notice (which does not have to be written), to enter upon the Development Property during the construction of the Minimum Improvements to inspect such construction and the progress thereof.

ARTICLE IV. RESERVED.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements.

a. Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the Minimum Improvements (and, from time to time at the request of the City, furnish the City with proof of coverage or payment of premiums on):

i. Builder's risk insurance, written on the so-called "Builder's Risk—Completed Value Basis," in an amount equal to the full replacement cost of the Minimum Improvements, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Commercial general liability insurance (including operations, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way

associated with the project and arising out of any act, error, or omission of Developer, or its entity's directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a "severability of interests" clause and provide primary insurance over any other insurance maintained by the City.

iii. Workers' compensation insurance with at least statutory coverage.

b. Upon completion of construction of the Minimum Improvements and at all times prior to the Termination Date, Developer shall maintain or cause to be maintained, at its cost and expense (and from time to time at the request of the City shall furnish proof of coverage or the payment of premiums on), insurance as follows:

i. Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses, including (without limitation the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$25,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term "full insurable replacement value" shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and approved by the City.

ii. Commercial general public liability insurance, including personal injury liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000 and \$2,000,000 aggregate, and Commercial automobile insurance as required by statute.

iii. Such other insurance, including workers' compensation insurance respecting all employees of Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided that Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer, which are authorized under the laws of the State to assume the risks covered thereby. Developer shall deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a

provision that the insurer shall not cancel it without giving written notice to Developer and, if agreed to by the insurer, the City, at least thirty (30) days (ten (10) days in the case of non-payment of premium) before the cancellation becomes effective. Within ten (10) days of being notified of any modification to the policy by the insurer that would cause a party's coverage to be less than the minimum requirements as set forth in this Agreement, the Developer shall provide written notice to the City of the modification. Within fifteen (15) days after the expiration of any policy, Developer shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity therefor under the terms hereof. In lieu of separate policies, Developer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

d. Developer agrees to notify the City immediately in the case of damage exceeding \$25,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. Net Proceeds of any such insurance shall be paid directly to Developer, and Developer will forthwith repair, reconstruct, and restore the Minimum Improvements to substantially the same or an improved condition or value as they existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, Developer will apply the Net Proceeds of any insurance relating to such damage received by Developer to the payment or reimbursement of the costs thereof.

e. Developer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

Section 6.1. Maintenance of Properties. Developer shall maintain, preserve, and keep its properties within the City (whether owned in fee or a leasehold interest), including but not limited to the Development Property and Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer shall keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to the business and affairs of Developer relating to this Project, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer shall comply with all state, federal and local laws, rules and regulations relating to the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer shall not discriminate against any applicant or employee because of age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status. Developer shall ensure that applicants and employees are considered and are treated without regard to their age, color, creed, national origin, race, religion, marital status, sex, physical disability, or familial status.

Section 6.5 Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement so that City can determine compliance with this Agreement.

Section 6.6 Employment. Developer shall hire and employ at least 7 Full-Time Equivalent Employment Units at the Minimum Improvements no later than January 1, 2017, and shall retain a Monthly Average thereafter of at least 7 Full-Time Equivalent Employment Units until the Termination Date. "Monthly Average" means the average number of Full-Time Equivalent Employment Units employed as of October 1 of each year and as of the first day of each of the preceding eleven (11) months. When calculating a Monthly Average for 2017, the Monthly Average will be calculated based on the average number of Full-Time Equivalent Employment Units employed as of October 1, 2017 and as of the first day of each of the preceding nine (9) months (i.e., January 1, 2017 through October 1, 2017). Developer shall provide information as reasonably requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7 Annual Certification. To assist the City in monitoring the Agreement and performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year and for the current fiscal year as of the date of certification (if due and payable); (ii) the date of the first full assessment of the Minimum Improvements and the assessed value, along with the current assessed value; (iii) certification of the number of Full-Time Equivalent Employment Units as of October 1 and as of the first day of each of the preceding eleven (11) months (beginning with the Annual Certification due October 15, 2017); and (iv) certification that such officers have re-examined the terms and provisions of this Agreement and that at the date of such certification, and during the preceding twelve (12) months, Developer is not, and was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certification or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2017 and ending on October 15, 2021, both dates inclusive. Developer shall provide supporting information for its Annual Certification upon request of the City. See Exhibit E for the form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer shall maintain hotel operations at the Minimum Improvements on the Development Property until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be substantially completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in substantial accordance with the Construction Plans; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens (excepting any liens that are being contested by Developer with written consent from the City, which consent shall not be unreasonably withheld, conditioned or delayed); and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. RESERVED.

Section 6.11. Real Property Taxes. Developer shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements. Until Developer's obligations have been assumed by any other person, all pursuant to the provisions of this Agreement, Developer shall be solely responsible for all assessments and taxes.

Developer and its permitted successors agree that prior to the Termination Date:

a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will be allowed to apply for property tax abatement with respect to the Minimum Improvements (new construction only) under the City's 1998 City-wide Urban Revitalization Plan (which allows for a four year sliding scale abatement schedule of 80-60-40-20), but other than such application they shall not seek any real property tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Development Property or Minimum Improvements between the date of execution of this Agreement and the Termination Date; and

c. The assessment category for the Development Property and Minimum Improvements is commercial/industrial and Developer shall not take any action to request or effect a change in such category.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property or interest in this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof. Developer understands and agrees that if it transfers, assigns, or conveys all or a portion of its interest in the Development Property or the Minimum Improvements in violation of this Section 7.1, that it is not eligible for loan forgiveness. Notwithstanding the foregoing, however, or any other provisions of this Agreement, Developer may pledge any and/or all of its assets as security for any financing of the Minimum Improvements, and the City agrees that Developer may assign its interest under this Agreement for such purpose.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, Developer, or its successors, or assigns agree that the Development Property cannot be transferred or sold to a non-profit entity or used for a purpose that would exempt the Development Property from property tax liability. Nor can the Development Property be used as centrally assessed property (including but not limited to, Iowa Code § 428.24 to 428.29 (Public Utility Plants and Related Personal Property); Chapter 433 (Telegraph and Telephone Company Property); Chapter 434 (Railway Property); Chapter 437 (Electric Transmission Lines); Chapter 437A (Property Used in the Production, Generation, Transmission or Delivery of Electricity or Natural Gas); and Chapter 438 (Pipeline Property)).

ARTICLE VIII. FORGIVABLE LOAN

Section 8.1. Forgivable Loan. For and in consideration of the obligations of Developer as set forth herein, and as a necessary means of achieving the goals and objectives of the Urban Renewal Plan, the City agrees (subject to the conditions set forth in this Article and this Agreement) to make a Forgivable Loan to Developer in the amount of Two Hundred Fifty Thousand Dollars (\$250,000) (the "Forgivable Loan"). Such loan shall be made as soon as possible after all the Conditions Precedent in Section 8.2 are satisfied (as determined by the City in its sole and absolute discretion). If, for any reason, the Minimum Improvements are not substantially completed and fully assessed by January 1, 2017, then the City Council may, in its sole discretion, reduce the amount of the Forgivable Loan provided to the Developer under this Agreement to Two Hundred Thousand Dollars (\$200,000).

Section 8.2 Conditions Precedent.

a. Notwithstanding the provisions of Section 8.1, the City's obligation to grant Developer the Forgivable Loan under this Agreement shall be subject to satisfaction of the following Conditions Precedent:

- i. the Developer shall be in material compliance with all the terms, conditions, and obligations of this Agreement; and
- ii. the Minimum Improvements shall be completed in compliance with this Agreement; and
- iii. the Developer shall have obtained a temporary or permanent occupancy permit from the City building official for the Minimum Improvements; and
- iv. the Developer shall have executed a Promissory Note for the full amount of the Forgivable Loan as provided in Section 8.5 below and in the form attached as Exhibit C.

Section 8.3. Forgiveness of the Forgivable Loan. The Forgivable Loan, if previously made, shall be forgiven at the rate of 20% of the initial loan amount per year, for five (5) years, beginning on December 31 of the year in which the Minimum Improvements are first fully assessed, provided that each of the following conditions are satisfied through each date of forgiveness:

- a. Developer shall be in compliance with all terms, conditions and obligations of this Agreement as of the date the loan forgiveness is to be granted, including but not limited to the employment obligations in Section 6.6 and operation obligations in Section 6.8; and
- b. The Minimum Improvements are assessed at a value at or exceeding the first fully assessed valuation; and
- c. Developer has paid all ad valorem taxes due with respect to the Development Property and Minimum Improvements; and
- d. Developer has timely filed the Annual Certifications required under Section 6.7 hereof and the Council approves thereof.

The City will, on an annual basis beginning the year the Minimum Improvements are fully assessed, make a determination that Developer is in compliance with the terms, conditions and obligations of this Agreement, (and Developer will supply to the City the Annual Certification and any other substantiation documentation reasonably requested by the City in order to make this determination) and will notify Developer by each December 1 if the Developer does not qualify for that year's loan forgiveness.

Section 8.4. Forgivable Loan Default. If the Forgivable Loan, or any part thereof, is not forgiven nor repaid by Developer pursuant to the terms of this Agreement, then an Event of Default has occurred, in which event the City has all the rights under this Agreement and under the terms of the Promissory Note.

Section 8.5. Promissory Note.

a. The Developer will execute a Promissory Note for the full amount of the Forgivable Loan in the form attached as Exhibit C to this Agreement as a condition precedent to the grant of the Forgivable Loan (See Article VIII, Section 8.2(a)(iv)). Assuming Developer's compliance with this Agreement, the Promissory Note will be reduced by 20% of the initial loan amount by each December 31 for five (5) years. The City will provide notice to Developer by December 1 if Developer fails to qualify for that year's loan forgiveness as described in this Article.

b. Should Developer fail to qualify for loan forgiveness in whole or in part during any year, the remaining balance of the loan that has not been forgiven will become immediately due and payable within 30 days of the date the City sends notice to the Developer of the Developer's failure to qualify for loan forgiveness. All unpaid sums will accrue interest at the rate of 4% per annum accruing from the date payment is due.

Section 8.6 Cancellation of Promissory Note. The Promissory Note will be cancelled when no outstanding balance of the Promissory Note exists. No outstanding balance will exist upon occurrence of any of the following:

- a. The entire Forgivable Loan has been forgiven;
- b. The Developer has paid the City the full amount of the Forgivable Loan; or
- c. A portion of the Forgivable Loan has been forgiven, and the Developer has paid the entire remaining balance of the Forgivable Loan to the City.

Section 8.7. Maximum Amount. The total amount of the Forgivable Loan paid by the City shall not exceed \$250,000. The Forgivable Loan shall be the only monetary consideration given by the City to the Developer in connection with this Agreement.

The Forgivable Loan is only for the Minimum Improvements described in this Agreement and not any future expansions which, to be eligible for additional incentives, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

a. Developer releases the City and the governing body members, officers, agents, servants and employees thereof (hereinafter, for purposes of this Article IX, the "Indemnified Parties") from, covenant and agree that the Indemnified Parties shall not be liable for, and agree to indemnify, defend, and hold harmless the Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Project or Development Property.

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer agrees to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless, from any claim, demand, suit, action or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand or other proceeding brought by Developer against the City to enforce its rights under this Agreement); (ii) the acquisition and condition of the Development Property and the construction, installation, ownership, and operation of the Development Property and Minimum Improvements; or (iii) any hazardous substance or environmental contamination located in or on the Development Property.

c. The Indemnified Parties shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Development Property due to any act of negligence of any person, other than any act of negligence on the part of any such Indemnified Party or its officers, agents, servants or employees.

d. The provisions of this Article IX shall survive the termination of this Agreement.

ARTICLE X. REMEDIES

Section 10.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

a. Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement in all material respects;

b. Failure by Developer to comply with Section 6.6 of this Agreement;

c. Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

d. Failure by Developer to pay ad valorem taxes on the Development Property or Minimum Improvements;

e. Failure by Developer to substantially observe or perform any covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement;

f. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;

g. Developer shall:

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

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

iii. admit in writing its inability to pay its debts generally as they become due;

or

iv. be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or Development Property, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

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

Section 10.2. Loan Forgiveness Contingent. The loan forgiveness set out in Article VIII is wholly contingent upon the Developer and its successors being and remaining in compliance with the obligations, responsibilities, and covenants of this Agreement. Under no circumstances will the Developer be entitled to, or have a claim of interest in, any past loan forgiveness for a year in which Developer was not entitled to receive that year's loan forgiveness.

Section 10.3. Developer Breach. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure said breach within thirty (30) days after written notice from the City to the Developer, the City may, among other available remedies, (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Developer, (iii) demand payment in full of the Forgivable Loan, and/or (iv) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 10.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.5. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.6. Agreement to Pay Attorneys' Fees and Expenses.

a. Developer and the City shall each pay for its own attorney's fees associated with the drafting and execution of this Agreement; and

b. Whenever any Event of Default occurs and the non-defaulting party shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of defaulting party herein contained, the defaulting party agrees that it shall, on demand therefor, pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the non-defaulting party in connection therewith.

ARTICLE XI. MISCELLANEOUS

Section 11.1. Conflict of Interest. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 11.2. Notices and Demands. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered to Indianola IA Lodging LLC at 366 S. 10th Ave, Waite Park, MN 56387, Attn: Michael C. Wendel;

b. In the case of the City, is addressed to or delivered personally to the City at 110 N. 1st St, Indianola, IA 50125, Attn: City Administrator;

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

Section 11.3. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 11.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7 Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2022, unless terminated earlier under the provisions of this Agreement.

Section 11.9 No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representatives, all on or as of the day first above written.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL) CITY OF INDIANOLA, IOWA

By: _____
 _____, Mayor

By: _____
_____, City Administrator

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2015, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Administrator, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Administrator acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Forgivable Loan Agreement – City of Indianola]

INDIANOLA IA LODGING, LLC,
A Minnesota Company

By: _____
Michael C. Wendel, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Michael C. Wendel, to me personally known, who, being by me duly sworn, did say that he is the Manager of Indianola IA Lodging, LLC, and that said instrument was signed on behalf of said company, and that the said Mr. Wendel, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by him voluntarily executed.

Notary Public in and for said State

[Signature page to Forgivable Loan Agreement – Indianola IA Lodging, LLC]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is described as follows:

Platted Summercrest Hills Development in Lot 4 Plat 4 in Warren County, Iowa

Warren County Parcel No.: 49711040040

EXHIBIT B
MINIMUM IMPROVEMENTS

The Minimum Improvements consist of investing \$4.3 million to construct a new 46,709 square foot, 71 room (including suites), 4 story Country Inn & Suites hotel on the Development Property. Further specific details of the Minimum Improvements shall be substantially in conformity with the site plan attached hereto as Exhibit B-1. The construction of the Minimum Improvements will be completed by December 31, 2016. The estimated assessed value of Development Property after construction of the Minimum Improvements is anticipated to be approximately \$4 million, but the Warren County Assessor will make the final determination as to the value. Upon completion and occupancy, at least 7 Full-Time Equivalent Employment Units will be employed at the Minimum Improvements.

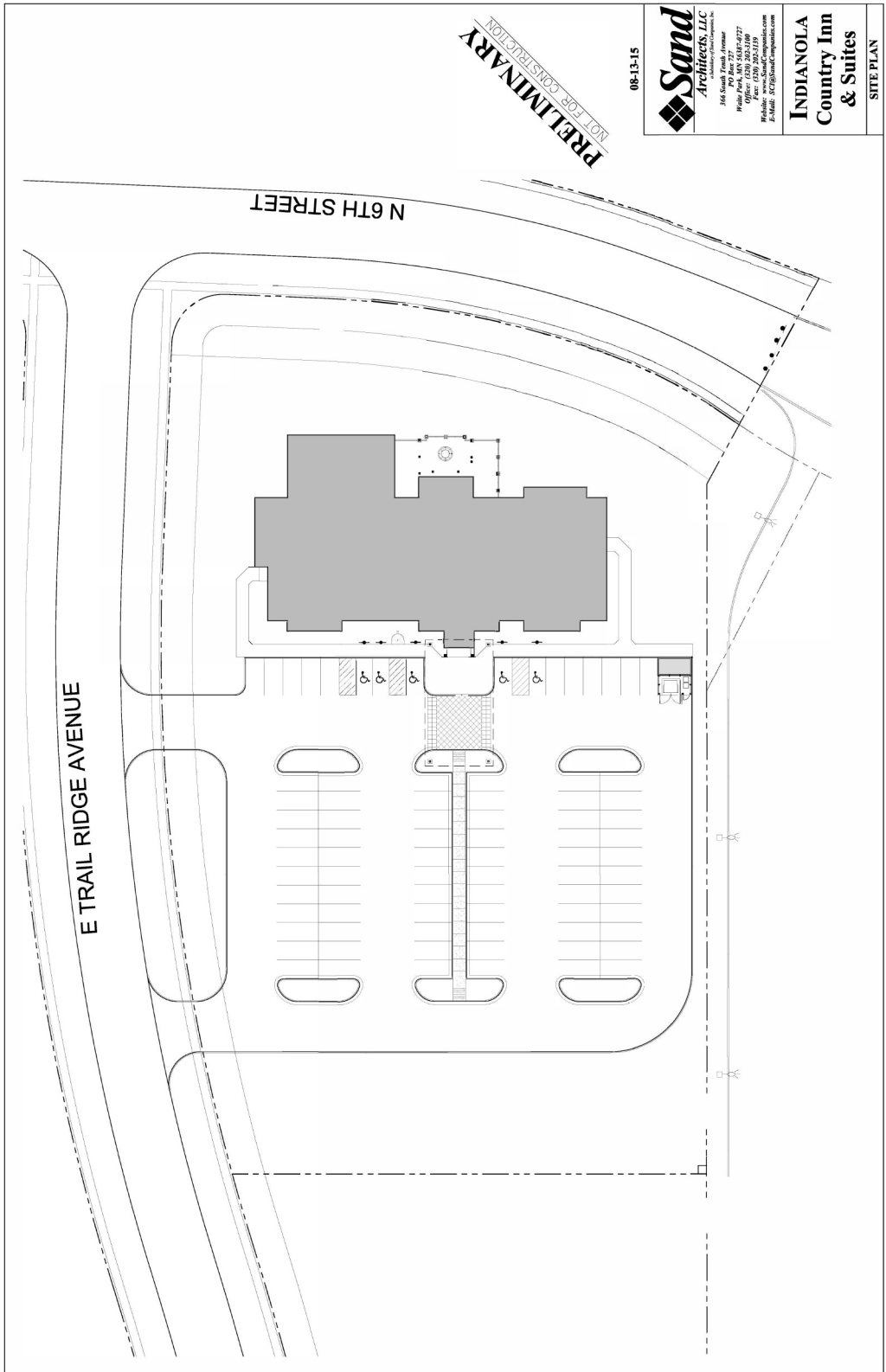


EXHIBIT C
PROMISSORY NOTE

\$ _____, 2015

FOR VALUE RECEIVED, INDIANOLA IA LODGING, LLC (the "Borrower") agrees and promises to pay to the order of the CITY OF INDIANOLA (the "Lender") the sum of _____ Thousand Dollars (\$ _____), which is the total amount of the Forgivable Loan as defined in that certain Forgivable Loan Agreement dated _____, 2015 between Borrowers and Lender. The following are the terms of this Promissory Note ("Note").

1. The entire principal balance hereof or the portion due and owing shall be payable to the Lender according to the terms of the Forgivable Loan Agreement, unless this Promissory Note is forgiven or cancelled pursuant to the terms of the Forgivable Loan Agreement. If Lender does not forgive or cancel this Promissory Note, or if Borrower has not repaid the amount of the principal or the portion due and owing, as defined by the Forgivable Loan Agreement, or if Borrower defaults under any term or condition of the Forgivable Loan Agreement, then Borrower will be in Default and subject to the consequences for Default in Paragraph 3 of this Promissory Note and the Forgivable Loan Agreement.

2. The Borrower may at any time prepay without penalty all or any part of the unpaid principal balance of this Promissory Note.

3. Any default under the Forgivable Loan Agreement after the expiration of any applicable cure periods as stated in the Forgivable Loan Agreement shall be a Default hereunder and payment may be accelerated. Upon Default, the Lender may, at its option, exercise any and all rights and remedies available to it under this Promissory Note, or any applicable law, including, without limitation, the right to collect from the Borrower all sums due under this Promissory Note with interest accruing at an annual rate of 4% beginning 30 days following Lender's demand for payment until paid in full. The Borrower hereby waives presentment, demand for payment, notice of nonpayment, notice of dishonor, protest, and all other notices or demands in connection with the delivery, acceptance, performance, or Default of this Promissory Note.

4. If this Promissory Note is placed in the hands of an attorney for collection after Default in the payment of principal or interest, or if all or any part of the indebtedness represented hereby is proved, established, or collected in any court or in any bankruptcy, receivership, debtor relief, probate, or other court proceeding, the Borrower shall pay all reasonable costs and expenses incurred by or on behalf of Lender in connection with the

Lender's exercise of any or all of its rights and remedies under this Promissory Note, including, without limitation, court costs, and attorneys' fees.

5. No delay or failure of the Lender to exercise any power or right shall operate as a waiver thereof, and such rights and powers shall be deemed continuous; nor shall a partial exercise preclude full exercise of such rights and powers. No right or remedy of the Lender shall be deemed abridged or modified by any course of conduct, and no waiver thereof shall be predicated thereon.

6. The obligations of the Borrower under the terms of this Promissory Note shall be binding on the successors-in-interest, legal representatives, and assigns of the Borrower, and shall inure to the benefit of the Lender and the Lender's successors-in-interest, legal representatives, and assigns.

7. This Promissory Note is also subject to the terms and conditions of the Forgivable Loan Agreement.

IMPORTANT: READ BEFORE SIGNING: The terms of this Promissory Note and the Forgivable Loan Agreement should be read carefully because only those terms in writing are enforceable. No other terms or oral promises not contained therein may be legally enforced. You may change the terms of this Promissory Note only by another written agreement signed by Lender.

INDIANOLA IA LODGING, LLC,
a Minnesota Company

By: _____
Michael C. Wendel, Manager

STATE OF _____)
) SS
COUNTY OF _____)

On this _____ day of _____, 2015, before me the undersigned, a Notary Public in and for said State, personally appeared Michael C. Wendel, to me personally known, who, being by me duly sworn, did say that he is the Manager of Indianola IA Lodging, LLC, and that said instrument was signed on behalf of said company; and that the said Manager as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said company, by him voluntarily executed.

Notary Public in and for said State

EXHIBIT D

FORM OF LEGAL OPINION (On firm letterhead)

Re: Forgivable Loan Agreement between the City of Indianola, Iowa (“City”), and Indianola IA Lodging, LLC (“Developer”).

As counsel for Indianola IA Lodging, LLC (the “Entity” in this letter) in connection with the execution and delivery of a certain Forgivable Loan Agreement (the “Forgivable Loan Agreement”) between the Entity and the City dated as of _____ 2015 and referenced above, we hereby render the following opinion:

We have examined the original certified copy, or copies otherwise identified to our satisfaction as being true copies, of the following:

- a. The governing documents of the Entity;
- b. Resolution of the Entity at which action was taken with respect to the transactions covered by this opinion;
- c. The Forgivable Loan Agreement (the term “Forgivable Loan Agreement includes all Exhibits to the “Forgivable Loan Agreement”);

and such other documents and records as we have deemed relevant and necessary as a basis for the opinion set forth herein.

Based on the pertinent law, the foregoing examination and such other inquiries as we have deemed appropriate, we are of the opinion that:

1. The Entity is duly organized and validly exists as a limited liability company under the laws of the State of Minnesota and is qualified to do business in the State of Iowa. The Entity has full power and authority to execute, deliver and perform in full the Forgivable Loan Agreement; and the Forgivable Loan Agreement has been duly and validly authorized, executed and delivered by the Entity, and, assuming due authorization, execution and delivery by the other parties thereto, is in full force and effect and is valid and legally binding instrument of the Entity enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization or other laws relating to or affecting creditors’ rights generally.

2. The consummation of the transaction contemplated by the Forgivable Loan Agreement and the carrying out of the terms thereof, will not, to our knowledge, result in violation of any provision of, or in default under, the operating agreement or any other governing documents of the Entity, or any indenture, mortgage, deed of trust, indebtedness, agreement, judgment, decree, order, statute, rule, regulation or restriction of which we are aware and to which the Entity is a party or by which it or its property is bound or subject.

Very truly yours,

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Forgivable Loan Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Minimum Improvements then owned by Developer in the Urban Renewal Area have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and the current assessed value is \$ _____;

(iii) The number of Full-Time Equivalent Employment Units employed at the Minimum Improvements as of October 1, 20____ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

[Remainder of page intentionally left blank-signature page to follow]

Meeting Date: 09/21/2015

Information

Subject

Consider resolution on the public referendum to authorize the imposition of a local sales and service tax in the City of Indianola, Iowa

Information

In your packet is an amended and substituted motion calling for a public referendum to authorize the imposition of a local sales and service tax in the City of Indianola at the rate of 1%. This resolution amends the motion which was approved council on August 3, 2015 (packet). Highlights of the motion include:

- Funding sources other than property taxes should be developed and utilized to fund municipal operations and provide for betterment of the community
- Basic items of need, such as groceries, prescription drugs, motor fuel, automobiles, and gas and electric utilities are exempt from a local sales and service tax
- The decision to impose a local sales and service tax ultimately rests with the voters
- The revenues from the local option sales and service tax are to be allocated in the City of Indianola as follows:
 - 100% to cost related to the construction and/or rehabilitation of public safety facilities, public works and street maintenance
 - 0% to property tax relief
- The rate shall be 1% and there shall not be a sunset of the local option sales and service tax in the City of Indianola
- The City Clerk is authorized and directed to provide a certified copy of the motion to the County Commissioner of Elections of Warren County and to the Board of Supervisors

Roll call is in order.

Attachments

Resolution

Motion approved 080315

CITY OF INDIANOLA, IOWA
RESOLUTION NO. _____

**A RESOLUTION ON THE PUBLIC REFERENDUM TO
AUTHORIZE THE IMPOSITION OF A LOCAL SALES AND SERVICE TAX IN THE
CITY OF INDIANOLA, IOWA**

WHEREAS, Chapter 423B of the Code of Iowa authorizes the imposition of certain local option taxes after an election in which the majority of the electors vote in the affirmative; and

WHEREAS, in light of being provided with sufficient resolutions to call an election, the Board of Supervisors of Warren County, Iowa on September 2, 2015 authorized the calling of a special county-wide election for the purpose of permitting the electorate to pass upon the proposition of imposing a sales and service tax; and

WHEREAS, the City of Indianola needs to specify certain provisions of said election.

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

Section 1. The revenues from the local option sales and service tax are to be allocated in the City of Indianola as follows:

- 100% to costs related to the construction and/or rehabilitation of public safety facilities, public works, and street maintenance
- 0% to property tax relief

Section 2. The rate shall be 1% and there shall not be a sunset of the local option sales and service tax in the City of Indianola.

Section 3. That the City Clerk is hereby authorized and directed to provide a certified copy of this Motion to the County Commissioner of Elections of Warren County and to the Board of Supervisors of Warren County.

Adopted this _____ day of _____, 2015.

Kelly B. Shaw
Mayor

Attest:

Diana Bowlin
City Clerk

CITY OF INDIANOLA, IOWA

MOTION NO. 2015-23

**A MOTION CALLING FOR A PUBLIC REFERENDUM TO
AUTHORIZE THE IMPOSITION OF A LOCAL SALES AND SERVICE TAX IN THE
CITY OF INDIANOLA, IOWA AT THE RATE OF 1%**

WHEREAS, Chapter 423B of the Code of Iowa authorizes the imposition of certain local option taxes after an election in which the majority of the electors vote in the affirmative; and

WHEREAS, the City Council of the City of Indianola declares its intent to participate in a special county-wide election for the purpose of permitting the electorate to pass upon the proposition of imposing a one percent (1 %) sales and service tax for the City of Indianola according to Chapter 423B.1.3 of the Code of Iowa; and

WHEREAS, limitations and reductions on other sources of revenues restrict, and will further restrict in the future, the ability of the City of Indianola and Warren County to fund and provide necessary services; and

WHEREAS, it is recognized that funding sources other than property taxes should be developed and utilized to fund municipal operations and provide for betterment of the community; and

WHEREAS, Warren County may generate a substantial amount of revenue from residents outside of the County which will spread the burden of providing services to non-residents who conduct business in the City and County and who utilize City and County Services; and

WHEREAS, many Iowa jurisdictions have imposed a local sales and service tax in order to diversify and expand revenue sources; and

WHEREAS, basic items of need, such as groceries, prescription drugs, motor fuel, automobiles, and gas and electric utilities, are exempt from a local sales and service tax; and

WHEREAS, the decision to impose a local sales and service tax ultimately rests with the voters; and

WHEREAS, it is the obligation of the Indianola City Council to establish the intended uses of any receipts of a local sales and service tax and to advise the County Commissioner of Elections of the provisions of the ballot to be used in the special election on the issue of establishing a local option sales and service tax.

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

Section 1. The City Council of Indianola, Iowa, requests the County Commissioner of Elections to submit to the voters in Warren County a proposition authorizing imposition of a local sales and service tax to the City of Indianola at one percent (1%) as follows:

"To authorize the imposition of a local sales and service tax in the City of Indianola, Warren County, Iowa, at the rate of one percent (1 %) to be effective, if approved, on January 1, 2016."

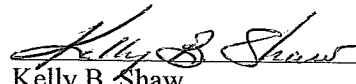
Section 2. The revenues from the local option sales and service tax are to be allocated in the City of Indianola as follows:

- 100% to costs related to the construction and/or rehabilitation of public safety facilities, public works, and street maintenance

Section 3. That the City Clerk is hereby authorized and directed to provide a certified copy of this Motion to the County Commissioner of Elections of Warren County and to the Board of Supervisors

of Warren County.

Adopted this 3rd day of August, 2015.

A handwritten signature in cursive script, reading "Kelly B. Shaw", written over a horizontal line.

Kelly B. Shaw
Mayor

Attest:

A handwritten signature in cursive script, reading "Diana Bowlin", written over a horizontal line.

Diana Bowlin
City Clerk

Meeting Date: 09/21/2015

Information

Subject

Consider approval of the final plat of Deer Run Plat 7 (P&Z approved unanimously on September 8, 2015)

Information

Enclosed is the final plat which is located along the east side of South Y Street and south of Highway 92. The City Council and P&Z Commission approved the preliminary plat at the June meeting. As part of the preliminary plat review, lots 6, 5 and a portion of lot 4, were zoned C-2 (highway commercial) and needed to be rezoned to R-5 (planned residential) prior to any further action.

Listed below are changes that have been completed to the final plat.

1. Sec. 170.42 of the Subdivision Ordinance requires a thirty foot buffer park when vacant land to be used as single and multi-family dwelling is platted adjacent to C-2 zoning. A buffer park easement has been indicated adjacent to and for the entire depth of lot 6.
2. A note has been placed on the plat indicating the buffer park shall comply with the standard set forth in Sec. 170.43 of the Subdivision Ordinance, and shall be completed prior to issuance of any building permit within the platted area.
3. Additional clarification as to the right-of-way width of South Y Street.
4. Approval of the plat subject to the approval of the rezoning request.

Notifications to adjoining property owners have been mailed and all other requirements of the subdivision ordinance have been met. Chuck recommended and P&Z approved unanimously.

Roll call is in order.

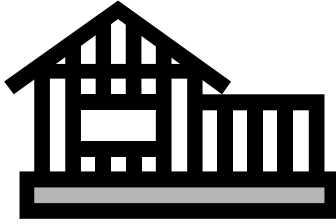
Attachments

P&Z Memo

P&Z Minutes

Resolution

Plat



To: Planning and Zoning Commission
From: Chuck Burgin, Director of Community Development
Subject: September 8, 2015 Meeting

Due to a conflict with the Council Chambers, we will meet in the Community Room of the Public Library at 6:30 p.m.

Item # 4 Consider Final Plat of Deer Run Plat 7.

Enclosed is the final plat which is located along the east side of South Y Street and south of Highway 92. You may recall Commission approved the preliminary plat at the June meeting. As part of the preliminary plat review, lots 6, 5 and a portion of lot 4, was zoned C-2 (highway commercial) and needed to be rezoned to R-5 (planned residential) prior to any further action. The Council held a public hearing regarding the rezoning at their August 17th meeting and passed the first consideration of the rezoning. The third and final reading of the proposed change is scheduled for the September 21st Council meeting.

Listed below are the recommended changes to the final plat.

1. Sec. 170.42 of the Subdivision Ordinance requires a thirty foot buffer park when vacant land to be used as single and multi-family dwelling is platted adjacent to C-2 zoning. A buffer park easement should be indicated adjacent to and for the entire depth of lot 6.
2. A note placed on the plat indicating the buffer park shall comply with the standard set forth in Sec. 170.43 of the Subdivision Ordinance, and shall be completed prior to issuance of any building permit within the platted area.
3. Additional clarification as to the right-of-way width of South Y Street.
4. Approval of the plat subject to the approval of the rezoning request.

Notifications to adjoining property owners have been mailed and all other requirements of the subdivision ordinance have been met. I recommend approval subject to the items listed above.

NOTE: Our office received new plats on 9-3-15. The recommended changes 1, 2 and 3 listed above have been resolved.

INDIANOLA PLANNING AND ZONING COMMISSION
REGULAR MEETING
SEPTEMBER 8, 2015
6:00 P.M.

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

Joe Butler
Mary Donaghy
Joe Gezel
Cindy Johnson
Doug Opie
Bob Ormsby
Misty Soldwisch

Also present: Doug Saltsgaver of ERG, Mindi Robinson and Chuck Burgin.

The minutes of the July 14, 2015 meeting were approved on a motion made by Ormsby and seconded by Soldwisch. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Consider Final Plat of Deer Run Plat 7.

Chuck reviewed the final plat request stating Commission approved the preliminary plat of Deer Run Plat 7 at the June meeting. The Commission has also approved rezoning the area from C-2 (Highway Commercial) to R-5 (Planned Residential) and is now being considered by Council.

Chuck recommends the following changes to the final plat.

1. Sec. 170.42 of the Subdivision Ordinance requires a thirty foot buffer park when vacant land to be used as single and multi-family dwelling is platted adjacent to C-2 zoning. A buffer park easement should be indicated adjacent to and for the entire depth of lot 6.
2. A note placed on the plat indicating the buffer park shall comply with the standard set forth in Sec. 170.43 of the Subdivision Ordinance, and shall be completed prior to issuance of any building permit within the platted area.
3. Additional clarification as to the right-of-way width of South Y Street.
4. Approval of the plat subject to the approval of the rezoning request.

Chuck stated new plats have been submitted and all changes have been made and further clarification of the right-of-way will be determined when the west side of South Y Street is developed.

Motion was made by Butler and seconded by Gezel to approve the Final Plat of Deer Run Plat 7 subject to Council approval of the rezoning. Question was called for and on voice vote Chairperson Opie declared the motion carried unanimously.

Meeting adjourned on a motion by Donaghy and seconded by Ormsby.

Doug Opie, Chairperson

Mindi Robinson

Preparer Information: City of Indianola, PO Box 299, Indianola, Iowa 50125
Return Address: City of Indianola, PO Box 299, Indianola, Iowa 50125

RESOLUTION

WHEREAS, Engineering Resource Group Inc. has submitted a final plat for Deer Run Plat 7 to the City of Indianola, and

WHEREAS, the City of Indianola has jurisdiction of such plats pursuant to the Subdivision Regulations of Chapter 170, Indianola Code of Ordinances, and

WHEREAS, the Indianola Planning and Zoning Commission has submitted a recommendation to the City Council which approves the plat, and

WHEREAS, pursuant to Indianola Code of Ordinance Section 170.05(5), the Council must pass a resolution approving or rejecting the final plat, and

WHEREAS, the Council finds that all the requirements of the Indianola Code of Ordinances regarding subdivision regulations and the final plat for Deer Run Plat 7 have been met.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council as follows:

The final plat for Deer Run Plat 7 submitted to the City of Indianola by Engineering Resource Group Inc. is hereby approved.

Passed and approved at Indianola, Iowa this 21st day of September, 2015.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

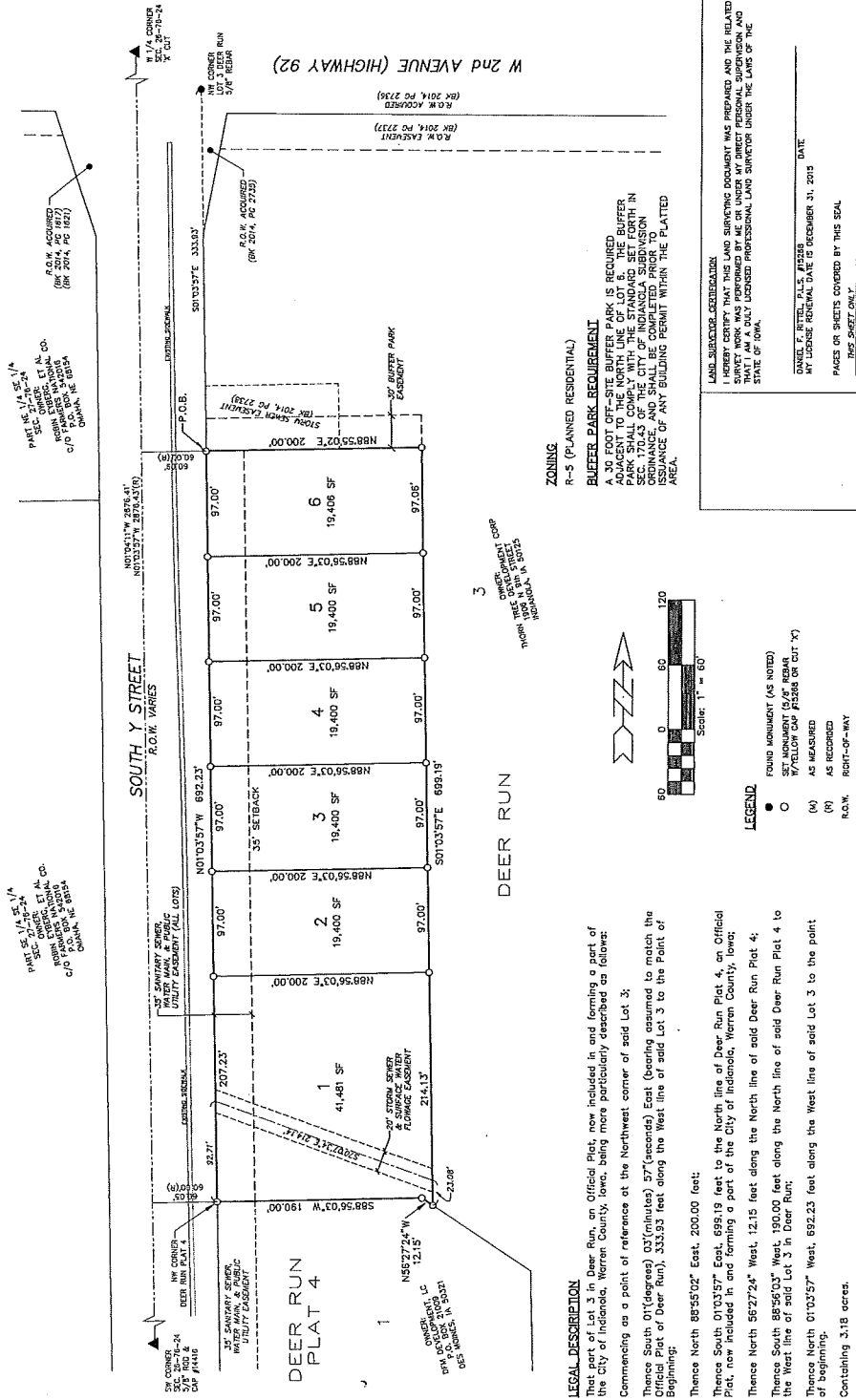
STATE OF IOWA, WARREN COUNTY, SS:

On this 21st day of September, 2015 before me, the undersigned, a Notary Public in the State of Iowa personally appeared Kelly B. Shaw and Diana Bowlin, to me personally know, who being by my duly sworn, did say that they are the Mayor and City Clerk respectively of the City of Indianola, which executed the foregoing instrument to which this is attached, that the seal affixed to it 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 Kelly B. Shaw and Diana Bowlin as such officers acknowledged the execution of the instrument to be the voluntary act of the City.

Notary Public In And For The State of Iowa

FINAL PLAT
DEER RUN PLAT 7
INDIANOLA, WARREN COUNTY, IOWA

OWNER/DEVELOPER
THORN TREE DEVELOPMENT CORP
1805 N. 9th STREET
INDIANOLA, IA 50125
PHONE: 515-981-0811

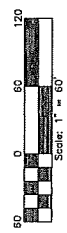


LEGAL DESCRIPTION

The part of Lot 3 in Deer Run, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa, being more particularly described as follows:
Commencing at a point of reference at the Northwest corner of said Lot 3;
Thence South 01°(degrees) 03'(minutes) 57"(seconds) East (bearing assumed to match the Official Plat of Deer Run), 333.93 feet along the West line of said Lot 3 to the Point of Beginning;
Thence North 88°55'02" East, 200.00 feet;
Thence South 01°03'57" East, 699.19 feet to the North line of Deer Run Plat 4, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa;
Thence North 56°27'24" West, 12.15 feet along the North line of said Deer Run Plat 4;
Thence South 88°55'03" West, 190.00 feet along the North line of said Deer Run Plat 4 to the West line of said Lot 3 in Deer Run;
Thence North 01°02'57" West, 692.23 feet along the West line of said Lot 3 to the point of beginning.
Containing 3.18 acres.

LEGEND

- FOUND MONUMENT (AS NOTED)
- SET MONUMENT (50' REAR W/YELLOW CAP #3268 OR CUT 'X')
- (M) AS MEASURED
- (R) AS RECORDED
- R.O.W. RIGHT-OF-WAY



ZONING

R-5 (PLANNED RESIDENTIAL)
A 30 FOOT OFF-SITE BUFFER PARK IS REQUIRED
PARK SHALL COMPLY WITH THE STANDARD SET FORTH IN SEC. 170.43 OF THE CITY OF INDIANOLA SUBDIVISION
ISSUANCE OF ANY BUILDING PERMIT WITHIN THE PLATTED AREA.

LAND SURVEYOR CERTIFICATION

I, LAND SURVEYOR, HAVE THIS LAND SURVEYING DOCUMENT PREPARED AND THE RELATED SURVEY WORK WAS PERFORMED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DAILY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.
DANIEL F. INT'L. P.L.S. #15288
DATE 3/1/2015
PLACE ON SHEETS COVERED BY THIS SEAL
IOWA SEAL ONLY

ENGINEERING RESOURCE GROUP, INC. 2415 GARDEN AVENUE DALLAS, TEXAS 75201 (214) 343-4838 FAX (214) 343-4839									
CADD									
NO.	REVISION	DATE	BY	FOR					

Meeting Date: 09/21/2015

Information

Subject

Consider resolution approving the IDOT Street Finance Report

Information

You have the annual street finance report (required by IDOT) completed by Chris DesPlanques providing expenditures for streets, alleys, sidewalks and other "street related" items for FY 14/15.

Report highlights include:

- Annual state road use revenues increased 4.1% from \$1,476,038 to \$1,537,069
- Road Use Tax expenses decreased 5.2% from \$1,333,523 to \$1,267,307
- The Road Use Tax Fund balance increased from \$825,611 to \$1,099,501
- The snow/ice removal budget increased from \$55,106 to \$55,820
- A portion of the City Manager's, Community Development, Human Resources, IT, Safety and City Clerk's salaries are paid out of RUT for administrative services

Roll call is in order.

Attachments

Street Finance Report



City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Welcome Page!

Welcome to the Iowa Department of Transportation, Office of Local Systems, City Street Financial Report (SFR)

Complete the City SFR according to the instructions that are available on the Iowa DOT SFR website located [here](#).

Please direct all questions, comments, and feedback about the City SFR and the on-line process, to: Tammi Bell at tammi.bell@dot.iowa.gov, 515-239-1529.

Thank you for using the City SFR on-line process.

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Cover Sheet

Now therefore let it be resolved that the city council of INDIANOLA, Iowa
(city name)

on _____ did hereby approve and adopt the annual
(month/day/year)

City Street Financial Report from July 1, 2014 to June 30, 2015.
(year) (year)

Contact Information

Name	E-mail Address	Street Address	City	ZIP Code
Christopher DesPlanques	cdesplanques@cityofindianola.org	110 North First Street, P.O. Box 299	Indianola	50125-0299
Hours	Phone	Extension	Alternate Phone	
8:00 A.M. - 5:00 P.M.	(515) 961-9410		(515) 962-5246	

Preparer Information

Name	E-mail Address	Phone	Extension
Christopher DesPlanques	cdesplanques@cityofindianola.com	(515) 961-9410	

Mayor Information

Name	E-mail Address	Street Address	City	ZIP Code
Kelly Shaw	kshaw@cityofindianola.com	110 North First Street, P.O. Box 299	Indianola	50125-0000
Phone	Extension			
(515) 961-9410				

Resolution Number _____

Signature Mayor

Signature City Clerk

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Summary Statement Sheet

Column 1 Column 2 Column 3 Column 4
Road Use Other Street Street Debt Totals
Tax Fund Monies

Round Figures to Nearest Dollar

A. BEGINNING BALANCE				
1. July 1 Balance	499,780	1,065,026	0	1,564,806
2. Adjustments (Note on Explanation Sheet)				
3. Adjusted Balance	499,780	1,065,026	0	1,564,806
B. REVENUES				
1. Road Use Tax	1,537,069			1,537,069
2. Transfer of Jurisdictions Fund				
3. Property Taxes		2,088,477		2,088,477
4. Special Assessments				
5. Miscellaneous		3,742,538		3,742,538
6. Proceeds from Bonds, Notes, and Loans				1,117,800
7. Interest Earned				
8. Total Revenues (Lines B1 thru B7)	1,537,069	3,742,538	2,088,477	8,485,884
C. Total Funds Available (Line A3 + Line B8)	2,036,849	4,807,564	2,088,477	10,050,690

Round Figures to Nearest Dollar

EXPENSES				
D. Maintenance				
1. Roadway Maintenance	1,028,966	6,184		1,035,150
2. Snow and Ice Removal	55,820			55,820
E. Construction, Reconstruction and Improvements				
1. Engineering		124,148		124,148
2. Right of Way Purchased				
3. Street/Bridge Construction		4,841,064		4,841,064
4. Traffic Services				
F. Administration	180,600			180,600
G. Equipment (Purchased or Leased)	3,921			3,921
H. Miscellaneous				
J. Street Debt				
1. Bonds, Notes, and Loans - Principal Paid			2,014,197	2,014,197
2. Bonds, Notes and Loans - Interest Paid			74,280	74,280
TOTALS				
K. Total Expenses (Lines D thru J)	1,269,307	4,971,396	2,088,477	8,329,180
L. Ending Balance (Line C-K)	767,542	-163,832	0	603,710
M. Total Funds Accounted For (K + L = C)	2,036,849	4,807,564	2,088,477	8,932,890



Form 517007 {5-2014}
Office of Local Systems
Ames, IA 50010

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Miscellaneous Revenues and Expenses Sheet

Code Number and Itemization of Miscellaneous Revenues (Line B5 on the Summary Statement Sheet) (See Instructions)	Column 2 Other Street Monies	Column 3 Street Debt
194 General Fund Transfers	900,000	
127 U-STEP	400,000	
170 Reimbursements (misc.)	14,393	
124 Iowa DOT	2,428,145	
Line B5 Totals	3,742,538	

Code Number and Itemization of Miscellaneous Expenses (Line H on the Summary Statement Sheet) "On street" parking expenses, street maintenance, buildings, insurance, administrative costs for printing, legal fees, bond fees etc. (See instructions)	Column 2 Other Street Monies	Column 3 Street Debt
Line H Totals		

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Bonds, Notes and Loans Sheet

New Bond ?	Debt Type	Debt Purpose	DOT Use Only	Issue Date	Issue Amount	% Related to Street	Year Due	Principal Balance as of 7/1 or after	Total Principal Paid	Total Interest Paid	Principal Roads	Interest Roads	Principal Balance as of 6/30
☐	General Obligation	Paving & Construction	305	08/31/2009	1,535,000	100%	2020	982,000	982,000		982,000		0
☐	General Obligation	Paving & Construction	306	01/13/2011	1,810,000	100%	2016	411,500	358,300	14,900	358,300	14,900	53,200
☐	General Obligation	Paving & Construction	307	10/19/2011	190,000	100%	2021	177,700	12,300	2,650	12,300	2,650	165,400
☐	General Obligation	Paving & Construction	308	12/20/2011	370,000	100%	2017	224,500	74,000	2,930	74,000	2,930	150,500
☐	General Obligation	Paving & Construction	309	05/01/2012	2,598,757	100%	2025	2,347,407	204,547	38,800	204,547	38,800	2,142,860
☐	General Obligation	Equipment	401	05/22/2008	810,000	100%	2018	272,600	272,600		272,600		0
☐	General Obligation	Equipment	402	01/09/2013	227,000	100%	2018	227,000	18,650	2,500	18,650	2,500	208,350
☒	General Obligation	Paving & Construction		07/17/2013	2,070,000	41%	2020	2,070,000	170,000	23,150	69,700	9,491	1,900,000
☒	General Obligation	Equipment		07/17/2013	2,070,000	13%	2020	2,070,000	170,000	23,150	22,100	3,009	1,900,000
New Bond Totals					4,140,000	1,117,800	Totals	8,782,707	2,262,397	108,080	2,014,197	74,280	6,520,310

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Project Final Costs Sheet

For construction, reconstruction, and improvement projects with costs equal to or greater than 90% of the bid threshold in effect as the beginning of the fiscal year.

Check here if there are no entries for this year ☐

Section A

Line No.	1. Project Number	2. Estimated Cost	3. Project Type	4. Public Letting?	5. Location/Project Description (limits, length, size of structure)
1	STP-U-3680(616)-7	4,891,322	Roadway Construction	Yes	Hwy 65/69 (at Hillcrest) Reconstruction

Section B

		Contract Work		City Labor		
Line No.	1. Project Number	6. Contractor Name	7. Contract Price	8. Additions/Deductions	9. Labor	10. Equipment
1	STP-U-3680(616)-7	Concrete Technologies Inc	4,733,000			
					11. Materials	12. Overhead
						13. Total
						4,733,000

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Road/Street Equipment Inventory Sheet

Check here if there are no reportable equipment ☐

1. Local Class I.D. #	2. Model Year	3. Description	4. Purchase Cost	5. Lease Cost	/Unit	6. Rental Cost	/Unit	7. Used on Project this FY?	8. Status
	2012	Trailer	2,000					Yes	No Change
	2012	Concrete Breakers (2)	15,990					Yes	No Change
	2012	Buckshot Saws (2)	3,900					Yes	No Change
	2010	Case 621E Front-End Loader	78,700					No	No Change
	2007	John Deere Backhoe	65,000					No	No Change
	2007	International Dump Truck	93,395					No	No Change
	1996	Asphalt Paver	35,900					No	No Change
	2004	Asphalt Roller/Compactor	24,750					No	No Change
34	2006	Dowler	6,625					No	No Change
9	2006	International Dump Truck	75,250					No	No Change
10	2004	Maintainer CASE	125,725					No	No Change
11	2003	Ford 4x2	15,761					No	No Change
16	1994	Mudin Paver	30,000					No	No Change
18	2000	International Dump Truck (1)	55,844					No	No Change
19	2001	Dodge Pickup 3/4 ton 4x2	18,803					No	No Change
20	1998	Mack Dump Truck	53,000					No	No Change
22	2000	Ford 1 Ton Dually 4-dr	25,646					No	No Change
23	1989	JD Motor Grader	69,500					No	No Change
24	1999	Crafco Cracksealer	20,000					No	No Change
26	1990	Air Compressor	9,200					No	No Change
27	1990	EZ Drill	5,659					No	No Change
29	2001	Dodge Ram 350 Dually	19,722					No	No Change
30	2002	Dodge Ram 250 4x4	21,519					No	No Change

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Explanation Sheet

Comments

City Street Financial Report

City Name	City Number
INDIANOLA	3680

Fiscal Year
2015

Monthly Payment Sheet

Month	Road Use Tax Payments	Transfer of Jurisdictions Payments
JULY	\$114,048.48	
AUGUST	\$167,685.52	
SEPTEMBER	\$117,883.23	
OCTOBER	\$163,712.82	
NOVEMBER	\$126,726.70	
DECEMBER	\$111,022.29	
JANUARY	\$132,793.96	
FEBRUARY	\$129,634.39	
MARCH	\$134,701.94	
APRIL	\$106,214.42	
MAY	\$66,789.64	
JUNE	\$165,855.84	
Totals	\$1,537,069.23	

Information

Subject

Consider resolution authorizing the certification of liens to the Warren County Treasurer for purposes of assessing the cost of the nuisance abatement against property

Information

In your packet is the resolution and notice of filing of assessment of nuisance abatements.

The assessment term is for 10 years. The resolution authorizes publication/filing of the nuisance abatement and mailing of it to property owners.

Roll call is in order.

Per Iowa Code, property owners have the option to pay them (or any portion) within 30 days after the first publication (September 30, 2015) at the Clerk's Office.

Attachments

Resolution

Notice of Filing

RESOLUTION NO. _____

**A RESOLUTION AUTHORIZING THE CERTIFICATION OF LIENS TO THE
WARREN COUNTY TREASURER FOR PURPOSES OF ASSESSING THE COST OF
NUISANCE ABATEMENT AGAINST PROPERTY**

WHEREAS, those properties listed on the attached Exhibit have unpaid nuisance abatement costs with the City of Indianola; and

WHEREAS, in the event that a property owner fails to make payment within the required notice period the Iowa law allows for a lien to be placed upon that property; and

WHEREAS, a notice has been sent to each property owner requesting payment within 30 days, the deadline for which has now expired; and

WHEREAS, the City now wishes to authorize assessment of a lien against the property for the cost of nuisance abatement.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the City Council of the City of Indianola hereby authorizes the assessment of a lien against the property listed on the attached Exhibit.

BE IT FURTHER RESOLVED that the City Clerk is authorized to certify said list to the Warren County Treasurer and to publish the list as is required by law.

BE IT FURTHER RESOLVED that all assessments exceeding \$500.00 may be paid in up to ten (10) annual installments, to be paid in the same manner and with the same interest rate provided for assessments against benefited property under state law.

Passed and approved the 21st day of September, 2015.

Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk

NOTICE OF FILING OF ASSESSMENTS FOR NUISANCE ABATEMENT

To the person(s) owning land located within the City of Indianola, Warren County, Iowa, particularly described as follows:

Parcel #	Legal Description	Property Owner	Property Address	Amount	Reason
48670000081	N 72' s 212' Lot 8 & N 72' S 212' W 6' Lot 7 OL South Ind.	Chad and Michelle Maas	504 South B Street	\$145.00	Mowing – 07/02/2015 Notice
48605030010	Lot 1 Prairie View Plat 3	Marvin and Bonnie Van Dam	705 North W Street	\$100.00	Mowing – 06/22/2015 Notice
48870260883	26-76-24 IND LAND IN SEC N 6.89A E 1/2 SE SE EX PCL F	First Church of the Nazarene	N/A	\$325.00	Mowing – 07/17/2015 Notice
49024260880	26-76-24 INDIANOLA CAL SE SE EX N 12.15A W 1/2 & EX 4.08A S 1/2& EX N6.89A E1/2	First Church of the Nazarene	N/A	\$325.00	Mowing – 07/17/2015 Notice

You are hereby notified that the City of Indianola, on _____, levied special assessments for the abatement of a public nuisance against each of the above described properties and that said assessments have been certified to the Warren County Treasurer for collection. Assessments of \$500.00 or more are payable in ten (10) equal annual installments, with interest on the unpaid balance all as provided in Iowa Code Section 384.65.

You are further notified that assessments may be paid in full or in part without interest at the office of the City Clerk, at any time within thirty days after the date of the first publication of this notice of the filing of assessments for nuisance abatement with the City Clerk. Unless said assessments are paid in full within said thirty day period all unpaid assessments will be certified to the Warren County Treasurer for collection. Each installment will be delinquent on September 30th following its due date on July 1st in each year. Property owners may elect to pay any annual installment semiannually in advance.

This Notice given by direction of the Council of the City of Indianola, Iowa as prescribed by Code Section 384.60 of the Code of Iowa.

Diana Bowlin, City Clerk

Published in the Indianola Record Herald on both the ___th and ___th day of _____, 2015