



CITY OF INDIANOLA COUNCIL MEETING

September 5, 2017

6:00 p.m.

City Council Chambers

Agenda

1. Call to order
2. Pledge of allegiance
3. Roll call
4. Public Comment
5. Consent
 - A. Approval of agenda
 - B. August 21, 2017 Minutes
 - C. Applications
 1. A renewal Class "B" Wine, Class "C" Beer and Class "E" Liquor License for Fareway Food Stores - 1309 W. 2nd
 2. A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Los Padrinos LLC dba El Padrino Mexican Restaurant - 200 S. Jefferson
 3. A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Bush's Place LLC dba The Hide Out - 204 E. Clinton
 - D. Second consideration of an ordinance amending the municipal code of the City of Indianola, Iowa concerning utility billing
 - E. Home Base Iowa Initiative Application from Keisha Fears and authorization of a handwritten warrant in the amount of \$1,500
 - F. Street closure request from the American Cancer Society for the Relay for Life of Warren County - will close the inside lanes around the square on September 16, 2017 from 12:00 p.m. - 10:30 p.m.
 - G. Street usage request from the Indianola High School for the Homecoming Parade on September 21, 2017 from 5:30 p.m. to 7:30 p.m. - will start at Irving School and go east on Clinton, south on Buxton, east on Ashland, south on Howard, west on West Salem and north on "F" Street

- H. Claims on the computer printout for September 5, 2017
- 6. Council Reports
 - A. Review of the draft 2017 Community Survey
- 7. Mayor's Report - Kelly B. Shaw
 - A. Consider nomination to the Veteran's Memorial Aquatic Center Commission
 - B. Discussion regarding the Greater Des Moines Partnership investment
 - C. Community Update
- 8. Public Consideration
 - A. Old Business
 - 1. Public hearing and first consideration of an ordinance amending the city's recycling rates
 - 2. Public hearing on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,300,000 Sewer Capital Loan Notes
 - 3. Resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of note to exceed \$3,300,000 Sewer Revenue Capital Loan Notes
 - 4. 2017 Drainage Repair Project
 - a. Resolution ordering construction of certain public improvements and fixing a date for hearing (September 18, 2017) and taking of bids (September 13, 2017)
 - 5. 2017 Morlock Lift Station and Force Main Project
 - a. Public hearing on the adoption of plans, specs, form of contract and estimate of cost
 - b. Resolution adopting plans, specs, form of contract and estimate of cost
 - c. Resolution awarding contract to Joiner Construction in the amount of \$1,004,093.00
 - 6. 2017 Morlock Lift Station Downstream Gravity Sewer Improvements
 - a. Public hearing on the adoption of plans, specs, form of contract and estimate of cost
 - b. Resolution adopting plans, specs, form of contract and estimate of cost
 - c. Resolution awarding contract to J&K Contracting in the amount of \$1,882,222.00

7. Resolution approving a private Sanitary Sewer Line Easement for Sharon Hulen and New Heights Church
8. Resolution approving Brick Gentry Law Firm as the City's Prosecutor
- B. New Business
 1. Resolution approving emergency repairs for the Indianola WWTP Fixed Film Reactor Replacement 2017 Project
 2. Resolution accepting easement agreements for the 2017 South Buxton Storm Sewer Project
 3. Resolution determining property to be surplus and authorize the sale of items from Park and Recreation and Fire Departments
 4. Presentation and discussion on outstanding obligation on I&I Loans and Accounts Receivable
 5. Presentation and discussion regarding the sidewalk repair program
 6. Presentation and discussion regarding the noise permit applications
 7. Consideration of a recommendation regarding December 2017 holidays
 8. Resolution approving salaries
9. Other Business
 - A. Consider motion to go into closed session in accordance with Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property
 - B. Motion to go into closed session in accordance with Iowa Code Section 21.5(1)(c) to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation
 1. Resolution approving receipt and release
10. Adjourn

Subject
August 21, 2017 Minutes

Information

Fiscal Impact
Attachments

Minutes

REGULAR SESSION – AUGUST 21, 2017

The City Council met in regular session at 7:00 p.m. on August 21, 2017. Mayor Kelly B. Shaw called the meeting to order and on roll call the following members were present: Shirley Clark, Joe Gezel, John Parker and Brad Ross. Absent: Pam Pepper and Greta Southall.

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

Approval of agenda

August 7, 2017 Minutes

Applications

- A renewal Class "B" Native Wine, Class "C" Beer and Sunday Sales Privilege for Casey's General Store - 1006 W. 2nd
- A renewal Class "C" Beer and Sunday Sales Privilege for Casey's General Store - 507 S. Jefferson
- A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Saint Thomas Aquinas Church - 210 R63 Hwy
- A renewal Class "C" Beer Permit and Sunday Sales Privilege for Hy Vee Gas - 912 N. Jefferson
- A renewal refuse hauling permit for Wiegert Disposal

Resolution No. 2017-106 setting a public hearing of September 5, 2017 and first consideration of an ordinance amending the city's recycling rates (the complete resolution may be viewed at the City Clerk's Office)

Resolution No. 2017-107 setting a public hearing of September 18, 2017 to amend the budget (the complete resolution may be viewed at the City Clerk's Office)

Authorize ambulance balances of \$33,657.40 to be sent to the State Off-Set Program for collection

Prior approval applications for urban revitalization designation

Autumn Ridge Development - 400 S. 8th Ct. #48 - SFD - \$152,500

Autumn Ridge Development - 1203 N. "N" Ct. - SFD - \$156,400

Final approval applications for urban revitalization designation

Johansen Enterprises - 1206/1208/1210/1212 N. 7th Ct. - 4-plex - \$400,000

Cody Sinclair - 107 S. 20th Street - SFD - \$154,100

Lloyd Hedrick - 1203 E. Franklin Avenue - SFD - \$132,750

Claims on the computer printout for August 21, 2017

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

Mayor Shaw presented the Indianola School District Community Report.

A public hearing and first consideration of an ordinance amending the municipal code of the City of Indianola, Iowa concerning utility billing was held. There were no objections either oral or written.

Ross moved and Parker seconded to approve the first consideration of this amendment. On roll call the vote was, AYES: Clark, Gezel, Parker and Ross. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously.

Upon the final consideration of a request from Sharon Hulen to rezone the 400-500 Block of East Hillcrest Avenue and the 1700 Block of North Jefferson Way from A-1 (agriculture) to C-2 (highway commercial), Ross moved and Clark seconded to adopt ORDINANCE NO. 1575, entitled, "AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION FROM A-1 (AGRICULTURAL) TO C-2 (HIGHWAY COMMERCIAL)". On roll call the vote was, AYES: Clark, Gezel, Parker and Ross. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

Upon the final consideration of a request from Jake Doering, DBA Doering Properties LLC, to rezone Lot #5 except the North 110' of Leonard Subdivision Plat # 2, locally known as the 400 Block of South Spruce Street from C-2 (Highway Commercial) to R-3 (Mixed Residential) with a condition of single story townhome structures on the lot, Ross moved and Parker seconded to adopt ORDINANCE NO. 1576 entitled, "AN ORDINANCE TO CHANGE THE ZONING CLASSIFICATION FROM C-2 (HIGHWAY COMMERCIAL) TO R-3 (MIXED RESIDENTIAL)". On roll call the vote was, AYES: Clark, Gezel, Parker and Ross. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously and the ordinance to be effective upon publication.

Dave Moeller, Snyder and Associates, presented the RFP for the Buxton and Kennedy Street Storm Sewer Projects (2017 Drainage Repair Project). The bid opening will be held on September 13, 2017 and the public hearing will be held on September 18, 2017. It was the consensus of the Council to proceed with this project.

WPC Superintendent Rick Graves updated the Mayor and Council regarding the exposed 30" sewer trunk line at the Indianola Country Club. HR Green and staff consider this to be an emergency repair and needs to be completed as soon as possible. Staff will work to issue the necessary procurement documents to obtain competitive pricing and bring back to Council for formal approval.

Fire Chief Greg Chia and Police Chief Dave Button presented an RFP for the Fire and Police Department Staffing Level Study. Proposal will be due by September 29, 2017 and will be brought to Council on October 16, 2017.

Council member Parker moved to approve the following resolution entitled, "RESOLUTION ACCEPTING THE AWARD OF STAFFING FOR ADEQUATE FIRE AND EMERGENCY RESPONSE (SAFER) GRANT". Council member Ross seconded the motion to adopt. On roll call the vote was, AYES: Ross, Clark, Gezel and Parker. NAYS: None. ABSENT: Pepper and Southall. Whereupon the Mayor declared the motion carried unanimously and the following resolution duly adopted.

RESOLUTION NO. 2017-108
RESOLUTION ACCEPTING THE AWARD OF STAFFING FOR ADEQUATE FIRE AND
EMERGENCY RESPONSE (SAFER) GRANT

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

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

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

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

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

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

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

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

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

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

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

RESOLUTION NO. 2017-112
A RESOLUTION AUTHORIZING THE SUBMITTAL OF AN APPLICATION FOR IOWA
DEPARTMENT OF TRANSPORTATION TRAFFIC SAFETY IMPROVEMENT PROGRAM (TSIP)
FUNDING FOR TRAFFIC SIGNAL BATTERY BACKUP AND PEDESTRIAN SIGNAL UPGRADES

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

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

RESOLUTION NO. 2017-113 APPROVING SALARIES

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

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

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

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

Kelly B. Shaw, Mayor

Diana Bowlin, City Clerk

Meeting Date: 09/05/2017

Subject

A renewal Class "B" Wine, Class "C" Beer and Class "E" Liquor License for Fareway Food Stores - 1309 W. 2nd

Information

This is a renewal of Fareway Food Stores liquor license located at 1309 W. 2nd. All of the paperwork is in order and staff has approved. Owners are: Fred E. Vitt, Frederick Greiner, Paul Beckwith and various individuals and trusts.

Fiscal Impact

Attachments

Fareway Food Store Permit

August 23, 2017

NAME OF APPLICANT: Fareway Food Stores – 1309 W. 2nd

TYPE OF LICENSE/PERMIT: Class "B" wine, Class "C" Beer, Class "E" Liqueur -

	<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 (LE0001569)

Name of Applicant: <u>Fareway Stores, Inc.</u>		
Name of Business (DBA): <u>Fareway Stores, Inc. #657</u>		
Address of Premises: <u>1309 W 2nd</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business <u>(515) 961-5643</u>		
Mailing <u>2300 Industrial Park Road</u>		
City <u>Boone</u>	State <u>IA</u>	Zip: <u>50036</u>

Contact Person

Name	<u>Tracey Wilson</u>		
Phone:	<u>(515) 433-5336</u>	Email	<u>twilson@farewaystores.com</u>

Classification Class E Liquor License (LE)

Term: 12 months

Effective Date: 10/01/2017

Expiration Date: 09/30/2018

Privileges:

Class B Wine Permit

Class C Beer Permit (Carryout Beer)

Class E Liquor License (LE)

Status of Business

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

Ownership

Fred E. Vitt Trust

First Name:	<u>Fred E.</u>	Last Name:	<u>Vitt Trust</u>	
City:	<u>Boone</u>	State:	<u>Iowa</u>	Zip: <u>50036</u>
Position:	<u>Trust</u>			
% of Ownership:	<u>10.85%</u>	U.S. Citizen:	<u>Yes</u>	

Frederick Greiner

First Name:	<u>Frederick</u>	Last Name:	<u>Greiner</u>	
City:	<u>Boone</u>	State:	<u>Iowa</u>	Zip: <u>50036</u>
Position:	<u>President</u>			
% of Ownership:	<u>0.00%</u>	U.S. Citizen:	<u>Yes</u>	

Paul S. Beckwith Trust

First Name:	<u>Paul S.</u>	Last Name:	<u>Beckwith Trust</u>	
City:	<u>Boone</u>	State:	<u>Iowa</u>	Zip: <u>50036</u>

Position: Trust

% of Ownership: 55.78%

U.S. Citizen: Yes

Various Individuals & Trust each
holding less than 5%.

First Name: Various Individuals & Trust Last Name: each holding less than 5%

City: Unknown

State: Iowa

Zip: 55555

Position: Stockholders

% of Ownership: 33.37%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: Merchants Bonding Company

Policy Effective Date: 10/01/2017

Policy Expiration 01/01/1900

Bond Effective 2

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Meeting Date: 09/05/2017

Subject

A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Los Padrinos LLC dba El Padrino Mexican Restaurant - 200 S. Jefferson

Information

This is a renewal of El Padrino Mexican Restaurant liquor license located at 200 S. Jefferson. All the paperwork is in order and staff has approved. Owners are: Franciso Delapaz, Benjamin Ayala Magana and Jose Ayala Magana.

Fiscal Impact

Attachments

El Padrino Permit

August 8, 2017

NAME OF APPLICANT: Los Padrios LLC dba El Padrino Mexican Restaurant – 200 S. Jefferson

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

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

*Reasons for disapproval

Applicant License Application (LC0043002)

Name of Applicant: <u>Los Padrinos LLC</u>		
Name of Business (DBA): <u>El Padrino Mexican Restaurant</u>		
Address of Premises: <u>200 S Jefferson Way</u>		
City <u>Indianola</u>	County: <u>Warren</u>	Zip: <u>50125</u>
Business	<u>(314) 680-8010</u>	
Mailing	<u>200 S Jefferson Way</u>	
City <u>Indianola</u>	State <u>IA</u>	Zip: <u>50125</u>

Contact Person

Name <u>Michael Hurley</u>	
Phone: <u>(314) 241-1111</u>	Email <u>michael@hurleyandhurley.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 10/01/2017

Expiration Date: 09/30/2018

Privileges:

Catering Privilege

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

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

Ownership

Francisco Delapaz

First Name: <u>Francisco</u>	Last Name: <u>Delapaz</u>	
City: <u>Saint Charles</u>	State: <u>Missouri</u>	Zip: <u>63301</u>
Position: <u>Member</u>		
% of Ownership: <u>50.00%</u>	U.S. Citizen: <u>Yes</u>	

Benjamin Ayala Magana

First Name: <u>Benjamin</u>	Last Name: <u>Ayala Magana</u>	
City: <u>Urbandale</u>	State: <u>Iowa</u>	Zip: <u>50322</u>
Position: <u>Member</u>		
% of Ownership: <u>30.00%</u>	U.S. Citizen: <u>Yes</u>	

Jose Ayala Magana

First Name: <u>Jose</u>	Last Name: <u>Ayala Magana</u>
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City: Urbandale

State: Iowa

Zip: 50322

Position: Member

% of Ownership: 20.00%

U.S. Citizen: Yes

Insurance Company Information

Insurance Company: United Fire & Casualty Company

Policy Effective Date:

Policy Expiration

Bond Effective

Dram Cancel Date:

Outdoor Service Effective

Outdoor Service Expiration

Temp Transfer Effective

Temp Transfer Expiration Date:

Meeting Date: 09/05/2017

Subject

A renewal Class "C" Liquor License, Outdoor Area and Sunday Sales Privilege for Bush's Place LLC dba The Hide Out - 204 E. Clinton

Information

This is a renewal of The Hide Out liquor license located at 204 E. Clinton. All the paperwork is in order and staff has approved. Tina and Michael Bush are the owners.

Fiscal Impact

Attachments

The Hide Out Permit

August 8, 2017

NAME OF APPLICANT: Bush's Place LLC dba The Hide Out – 204 E. Clinton

TYPE OF LICENSE/PERMIT: Class "C" Liquor, Outdoor Area and Sunday Sales Privilege

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

*Reasons for disapproval

Applicant License Application (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: 09/25/2017

Expiration Date: 09/24/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u> </u>	Federal Employer ID	<u> </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>Windsor Casualty Co</u>
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Meeting Date: 09/05/2017

Subject

Second consideration of an ordinance amending the municipal code of the City of Indianola, Iowa concerning utility billing

Information

Council needs to hold the second consideration to adopt an ordinance for the City that will address billing parameters for each utility (electric, water sewer, storm water, recycling) including how the utility bill payment is distributed between all utilities. The ordinance will include:

- Bills issued: The billing agency shall prepare and issue bills for combined service accounts for each month.
- Bills payable: Bills for combined service accounts shall be due when billed and payable at the office of the billing agency.
- Late payment penalty: Bills not paid within 20 days of the billing date shall be considered delinquent. A late payment penalty of five percent (5%) of the amount due shall be added to each delinquent bill.
- Order of payment: Payment received shall be applied in the following order: Electric, Water, Sewer, Stormwater.
- Will amend Chapter 104 and 106 - states all fees shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 99.09 of this Code of Ordinances.

Fiscal Impact

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, CONCERNING UTILITY BILLING

WHEREAS, the Indianola Code of Ordinances currently addresses billing activities for certain public utilities;

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

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

Section 1: That Chapter 99.09 be and is hereby amended by deleting the current section and inserting the section as follows:

99.09 BILLING FOR SEWER SERVICE.

Sewer service shall be billed as part of a combined service account, payable in accordance with the following:

1. Bills Issued. The billing agency shall prepare and issue bills for combined service accounts each month.
2. Bills Payable. Bills for combined service accounts shall be due when billed and payable at the office of the billing agency.
3. Late Payment Penalty. Bills not paid within 20 days of the billing date shall be considered delinquent. A late payment penalty of five percent (5%) of the amount due shall be added to each delinquent bill. A late payment penalty of one and one-half percent (1.5%) of the amount due on electric shall be added to each delinquent bill.
4. Order of Payment. Payment received shall be applied in the following order: Electric, Water, Sewer, Stormwater.

Section 2: That Chapter 104 be and is hereby amended by deleting the current section and inserting the section as follows as follows:

104.06 BILLINGS.

All storm water management fees shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 99.09 of this Code of Ordinances. Services may be discontinued in accordance with the provisions contained in Section 99.10 if the combined service account becomes delinquent, and the provisions contained in Section 104.08 relating to liens shall also apply in the event of a delinquent account.

Section 3: That Chapter 106 be and is hereby amended by deleting the current section and inserting the section as follows as follows:

106.09 BILLINGS.

All recycling fees shall be due and payable under the same terms and conditions provided for payment of a combined service account as contained in Section 99.09 of this Code of Ordinances. Services may be discontinued in accordance with the provisions contained in Section 99.10 if the combined service account becomes delinquent and the provisions contained in Section 106.09(3) relating to liens shall also apply in the event of a delinquent account.

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

Section 5: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

Meeting Date: 09/05/2017

Subject

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

Information

Council needs to consider approval of the Home Base Iowa Initiative Application (packet) and a handwritten warrant in an amount of \$1,500. Ms. Fears purchased her home on August 25, 2017 and the application was received on August 30, 2017. All of the paperwork is in order for approval.

FYI - this will be the 9th application which has been approved.

Fiscal Impact

Attachments

Application



INDIANOLA VETERANS AFFAIRS APPLICATION FOR VETERAN INCENTIVE PROGRAM

Full Name:

Keisha M. Fears
First MI Last

Address:

401 E 16th Ave
Street Address Apartment/Unit #
Indianola IA 50125
City State ZIP Code

Home Phone:

Alternate Phone: _____

Email:

Birth Date:

18 June 1985

Marital Status:

Single

Date of Purchase:

August 25, 2017

Owned Home
in Indianola
Previously:

☐

YES

☒

NO

MILITARY INFORMATION

Branch of Service:

Army

Date Entered:

05 June 2009

Date of Discharge:

01 May 2010

Character of

Discharge:

Honorable

Signature VA Rep:

Paul J. [Signature]



WARREN COUNTY VETERANS AFFAIRS
APPLICATION FOR VETERAN INCENTIVE PROGRAM

Full Name: Keisha M. Fears
First MI LAST

Address: 401 E. 16th Avenue
Street Address Apartment/Unit #
Indianola IA 50125
City State ZIP Code

Home Phone: _____ Alternate Phone: _____

Email: _____

SSN: _____

Birth Date: 18 June 1985 Marital Status: Single

Date of Purchase: August 25, 2017

Owned Home in
Warren Cnty
Previously: YES NO

MILITARY INFORMATION

Branch of Service : Army
Date Entered : 05 June 2009
Date of Discharge : 01 May 2010
Character of Discharge : Honorable
Signature VA Rep : Oliver J. Rumm

Q2/B
8/30/17



WARREN COUNTY VETERANS AFFAIRS
APPLICATION FOR VETERAN INCENTIVE PROGRAM

Full Name:

Keisha M. Fears
First MI LAST

Previous
Address:

401 East 16th Avenue
Street Address

Apartment/Unit #

Indianola
City

Iowa
State

50125
ZIP Code

How long :

08/25/17

Current

Remarks:

Signature:

Keisha M. Fears

CERTIFICATION FROM AUDITORS OFFICE

Full Name:

Keisha Fears
First MI Last

Date
Recorded/First
time buyer in
Warren Cnty:

DATE: 8-28-17

YES

NO

2017-07347

Signature:

Sharon K Wiley

48-571-01-0490

Meeting Date: 09/05/2017

Subject

Street closure request from the American Cancer Society for the Relay for Life of Warren County - will close the inside lanes around the square on September 16, 2017 from 12:00 p.m. - 10:30 p.m.

Information

In your packet is the request from the American Cancer Society for their annual Relay For Life Of Warren County. The request is to close the inside lanes around the square on September 16, 2017 from 12:00 p.m. to 10:30 p.m.

Fiscal Impact

Attachments

Event Application

Date: 08/23/2017

Event Application

For Relay For Life of Warren County

Event Date : September 16, 2017 (12:00 p.m. - 10:30 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 – Jason Etnyre		
Fire Department – Greg Chia		
Police Department – Brian Sher		
City Manager – Ryan Waller		
HR & Risk Manager – Melissa McCoy		
Chamber of Commerce		

Fax: 961-9753

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name: Relay For Life of Warren County

Event Type (Check all that apply):

☐ Parade

☐ Bike Ride/Race

☐ Concert

Running Event: Fun Run ☐ Timed Race ☐

Will trails/sidewalks be utilized? Yes ☒ No ☐

☒ Other (please specify): walk / community celebration

Date/Time of Event: 9/16/17 4:00pm-10:30pm

Location of Event: Courthouse square

Event Sponsor(s): _____

Contact Information:

Organization: American Cancer Society

Contact Name: Tara Eisele

Address: 1717 Ingersoll Ave Ste 111 DSM, IA 50309

Telephone Number: 515-727-0054

Cell Phone Number: 563-357-0775

Fax Number: _____

Email Address: tara.eisele@cancer.org

Today's Date: 8/21/17

Anticipated Attendance: 250 Per Day _____ Total

Event Information:

Setup Begins	Date: <u>12pm</u>	Time _____	Day of Week <u>SAT</u>
Event Starts	Date: <u>4pm</u>	Time _____	Day of Week <u>SAT</u>
Event Ends	Date: <u>10:30pm</u>	Time _____	Day of Week <u>SAT</u>
Dismantle	Date: _____	Time _____	Day of Week _____

Tara Eisele
Applicant Signature

RETURN PERMIT APPLICATION TO:

110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com

Narrative:

Please describe your request and event: The Relay For Life of Warren County is a fundraiser event for the American Cancer Society. Community members come together to celebrate cancer survivors.

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

We plan to use the inner parking lanes around the square along with the sidewalk and courtyard surrounding the square.

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

Relay For Life is a alcohol and tobacco free, family friendly event. Our committee has been trained to handle any issues that may arise, however, we do not foresee any happening.

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

We will have a first-aid kit onsite to handle any minor injuries or medical needs. We will also have two doctors onsite to help if an emergency did come up.

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

We will have trash cans around the event area and dispose of trash at the closing of the event.

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

Meeting Date: 09/05/2017

Subject

Street usage request from the Indianola High School for the Homecoming Parade on September 21, 2017 from 5:30 p.m. to 7:30 p.m. - will start at Irving School and go east on Clinton, south on Buxton, east on Ashland, south on Howard, west on West Salem and north on "F" Street

Information

In your packet is the street usage request from the Indianola High School for their annual Homecoming Parade on September 21, 2017. The parade route will be the same as last year. It will start at Irving School, east on Clinton, south on Buxton, east on Ashland, south on Howard, west on Salem and north on "F" Street. All the paperwork is in order and staff has approved.

Fiscal Impact

Attachments

Event Application

Date: 8/28/17

Event Application

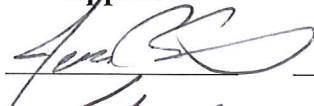
For Homcoming Parade

Event Date : September 21, 2017 (5:30 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 – Jason Etnyre		_____
Fire Department – Greg Chia		_____
Police Department – Brian Sher		_____
City Manager – Ryan Waller		_____
HR & Risk Manager – Melissa McCoy		_____
Chamber of Commerce		

Fax: 961-9753

Comments:

Please return to Diana Bowlin by: ASAP

Thank you for your time and consideration!

Event Name:

Homecoming Parade

OFFICE OF CITY CLERK

AUG 28 2017

INDIANOLA, IOWA

Event Type (Check all that apply):

☒ Parade

☐ Bike Ride/Race

☐ Concert

Running Event: Fun Run ☐ Timed Race ☐

Will trails/sidewalks be utilized? Yes ☐ No ☐

☐ Other (please specify): _____

Date/Time of Event:

9/21/17

Location of Event:

Indianola

Event Sponsor(s):

I.H.S.

Contact Information:

Organization: Student Council

Contact Name: Aaron Lester

Address: 1304 E. First

Telephone Number: 515-961-9510 - Ext. 2139

Cell Phone Number: 515-210-8256

Fax Number: _____

Email Address: aaron.lester@indianola.k12.ia.us

Today's Date: 8/28/17

Anticipated Attendance:

_____ Per Day

_____ Total

Event Information:

Setup Begins Date: 9/21 Time: 5:30 Day of Week: Thurs

Event Starts Date: 9/21 Time: 6:00 Day of Week: Thurs

Event Ends Date: 9/21 Time: 7:30 Day of Week: Thurs

Dismantle Date: _____ Time: _____ Day of Week: _____

Aaron Lester
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, trails or parks you are planning to close or use:

See MAP.

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

Numerous faculty members and police officers will be present to help line up and supervise the parade.

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

Communication through Walkies along the course.

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

Will traverse route after over and remove any large articles left over on the streets or yards.

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

RETURN PERMIT APPLICATION TO:

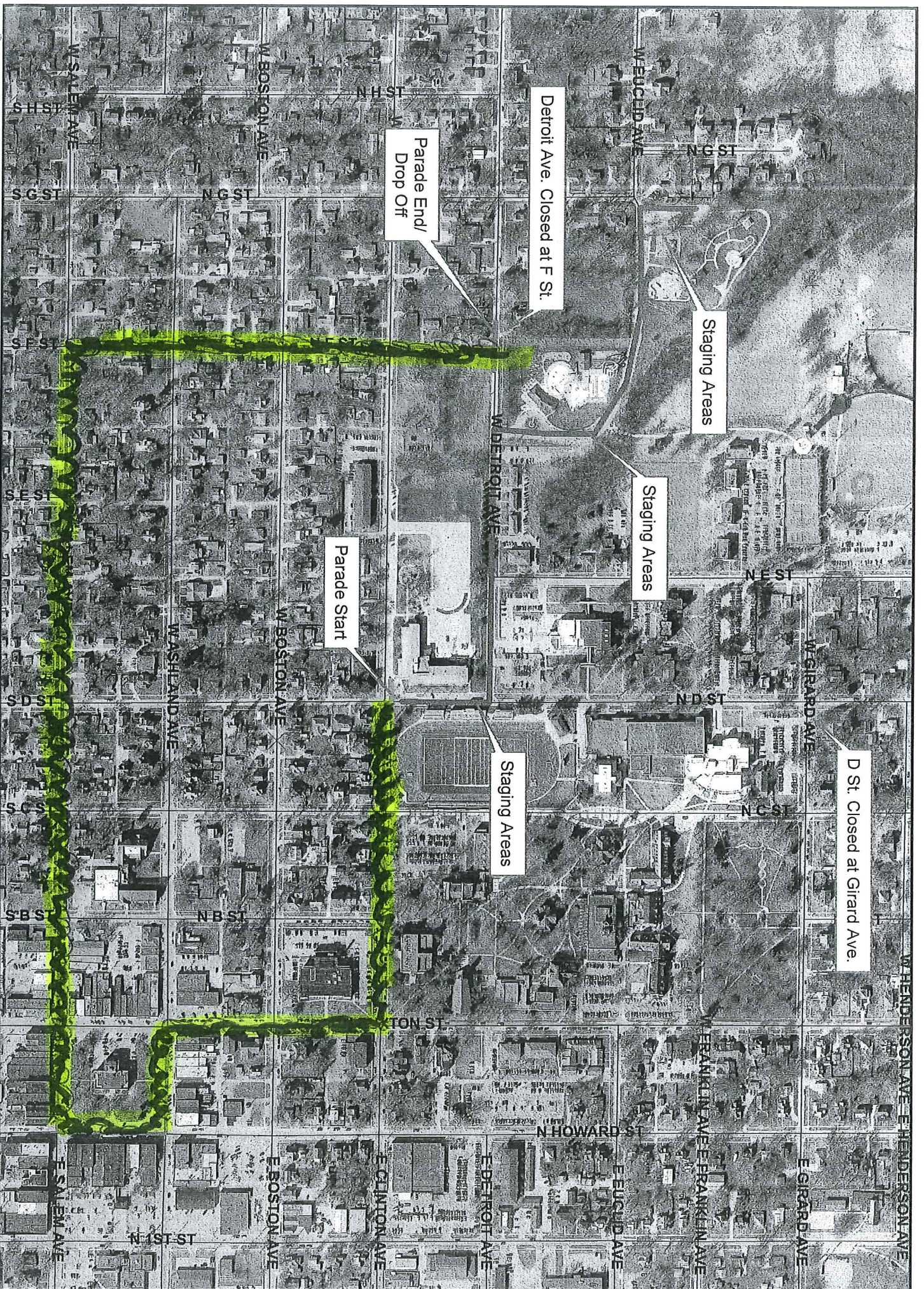
110 North First Street, PO Box 299

Indianola, Iowa 50125

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

www.indianolaiowa.gov

E-Mail: dbowlin@cityofindianola.com



4/2016



Subject

Claims on the computer printout for September 5, 2017

Information

Fiscal Impact

Attachments

Claims

Vendor Report

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
GENERAL FUND				
BRICK GENTRY P.C.	001-6500-64110	20303.001 LEGAL SERVICES	08/25/2017	6,037.50
BRICK GENTRY P.C.	001-6500-64110	20303.011 LEGAL SERVICES	08/25/2017	660.00
CENTURYLINK	001-6210-63730	PHONE	08/22/2017	48.28
CENTURYLINK	001-6210-63730	PHONE	08/22/2017	55.24
DUST PROS JANITORIAL	001-6500-64090	MONTHLY CLEANING	08/20/2017	4,000.00
INFOMAX OFFICE SYSTEMS IN	001-6150-63400	JULY COPIER CONTRACT	08/16/2017	4.94
INFOMAX OFFICE SYSTEMS IN	001-6200-63400	JULY COPIER CONTRACT	08/16/2017	1,270.91
INFOMAX OFFICE SYSTEMS IN	001-1700-63410	JULY COPIER CONTRACT	08/16/2017	1.67
INFOMAX OFFICE SYSTEMS IN	001-1700-64990	PRINTER/COPIER LEASE CHARGES	08/22/2017	246.36
IOWA CODIFICATION INC	001-6500-64990	CODE SUPPLEMENTS	08/11/2017	608.00
IOWA LEAGUE OF CITIES	001-6100-62300	IA LEAGUE MTG	08/18/2017	11.63
JIM'S JOHNS	001-2900-64990	KYBO'S - DUMP	08/30/2017	40.00
KOCH BROTHERS	001-6200-65070	MINUTE BOOK	07/31/2017	479.00
MID AMERICAN ENERGY CO.	001-6500-63710	FUEL HEAT	08/17/2017	65.59
MID AMERICAN ENERGY CO.	001-6500-63710	N HWY 65/69 ENTRANCE SIGN	08/14/2017	12.53
MID AMERICAN ENERGY CO.	001-2300-63710	26231-3003 ST LIGHTING	08/11/2017	153.85
O'KEEFE ELEVATOR CO.	001-6500-63100	MAINTENANCE	08/30/2017	306.06
PURCHASE POWER	001-6500-65080	POSTAGE	08/25/2017	3,000.00
SHULL, DOUG	001-6500-64990	TREASURER CONTRACT	08/25/2017	83.33
T.R.M. DISPOSAL LLC	001-6500-64090	ACCT 1506	08/24/2017	83.00
WARREN COUNTY TREASURE	001-6500-65990	PROPERTY TAXES - 205 E BOSTON	08/21/2017	548.00
WARREN COUNTY TREASURE	001-6500-65990	48327001000	08/25/2017	7.00
Total GENERAL FUND:				17,722.89
POLICE FUND				
BOB'S CUSTOM TROPHIES	011-1100-65060	SUPPLIES	08/23/2017	66.00
BUHROW, LUKE	011-1100-65060	SUPPLIES	07/19/2017	19.05
BUTTON, DAVID	011-1100-61440	WELLNESS JULY & AUG	08/23/2017	30.00
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS - LECHTENBERG	08/14/2017	762.98
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS - CHIA	08/16/2017	1,072.89
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS - EWING	08/21/2017	437.88
CARPENTER UNIFORM CO	011-1100-61810	UNIFORMS - WICKS	08/22/2017	1,516.96
DASH MEDICAL GLOVES	011-1100-65060	SUPPLIES	08/16/2017	70.90
DES MOINES STAMP MFG	011-1100-61810	UNIFORMS	08/15/2017	28.50
DES MOINES STAMP MFG	011-1100-61810	UNIFORMS	08/17/2017	28.50
DES MOINES STAMP MFG	011-1100-61810	UNIFORMS	08/23/2017	54.00
ELECTRONIC ENGINEERING C	011-1100-67245	CAR 171 SWITCH OVER	06/30/2017	8,982.19
HAWKINS, ROB	011-1100-63730	CELL PHONE 6/26/17 - 7/25/17	07/26/2017	50.00
INFOMAX OFFICE SYSTEMS IN	011-1100-64990	COPIER CONTRACT	08/02/2017	84.65
IOWA LAW ENFORCEMENT AC	011-1100-62300	HIRING	08/08/2017	200.00
KIYA KODA HUMANE SOCIETY	011-1100-64137	HUMANE SOCIETY CONTRACT - SEPT 2017	08/25/2017	2,662.00
KIYA KODA HUMANE SOCIETY	011-1100-64137	CONTRACT BALANCE DUE - JULY & AUG	08/25/2017	498.52
MC COY HARDWARE INC	011-1100-65060	SUPPLIES	08/22/2017	9.42
METCALF, BRAD	011-1100-62300	TRAINING	08/08/2017	85.72
MID AMERICAN ENERGY CO.	011-1100-67260	HEAT - BUILDING	08/17/2017	17.42
SHER, BRIAN	011-1100-63730	CELL PHONE 07/23/17 - 08/22/17	08/22/2017	50.00
SMITH, CALE	011-1100-66990	OVERPAYMENT - PT #000467	08/21/2017	5.00
STANARD & ASSOCIATES INC	011-1100-62300	HIRING	08/15/2017	210.00
STREICHER'S - MINNEAPOLIS	011-1100-62300	TRAINING	08/11/2017	55.98
THEISEN'S	011-1100-65060	SUPPLIES	08/07/2017	6.99
VERIZON WIRELESS	011-1100-63730	DATA	08/15/2017	318.59
Total POLICE FUND:				17,324.14
FIRE FUND				
ATW TRAINING & CONSULTING	015-1500-62300	TRAINING	08/25/2017	400.00

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
DAVISON, BRAD	015-1500-62300	CDL - LICENSE PERMIT	08/14/2017	13.50
ELECTRONIC ENGINEERING C	015-1500-65039	RADIO INSTALL & PROGRAMMING	08/09/2017	502.00
INFOMAX OFFICE SYSTEMS IN	015-1500-64990	JULY COPIER CONTRACT	08/16/2017	5.56
NELLER, THEODORE	015-1500-62300	FRI 2017 TRAINING	07/19/2017	575.00
U.S. CELLULAR	015-1500-63730	CELL PHONE	08/12/2017	43.84
WREEVES AND ASSOCIATES I	015-1500-65051	EMERGENCY LIGHTS 339	08/09/2017	1,405.80
Total FIRE FUND:				2,945.70
AMBULANCE FUND				
INFOMAX OFFICE SYSTEMS IN	016-1600-63400	JULY COPIER CONTRACT	08/16/2017	.14
Total AMBULANCE FUND:				.14
LIBRARY FUND				
WOOSLEY LANDSCAPING & M	041-4100-63100	LIBRARY MOW CONTRACT	08/28/2017	165.00
Total LIBRARY FUND:				165.00
PARK & RECREATION FUND				
CRAWFORD, RICHARD L.	042-4200-64250	CHURCH LEAGUE TOURNEY	07/24/2017	100.00
CRAWFORD, RICHARD L.	042-4200-64250	FALL COED SB	08/24/2017	100.00
DLH GRAFX	042-4200-61810	T-BALL T-SHIRTS	06/16/2017	949.40
DUST PROS JANITORIAL	042-4200-64090	MONTHLY CLEANING	08/20/2017	1,462.00
FICKES, EDWARD LEE	042-4200-64250	CHURCH LEAGUE TOURNEY	07/24/2017	100.00
FICKES, EDWARD LEE	042-4200-64250	FALL COED SB	08/17/2017	100.00
FICKES, EDWARD LEE	042-4200-64250	FALL COED SB	08/24/2017	100.00
INDIANOLA SENIOR CENTER	042-4200-66990	REIMB. FOR OUTDOOR MOVIE CONCESSION SALES 8/19	08/19/2017	60.00
INDIANOLA YMCA	042-4200-64990	BALLOON CAMP FACILITY FEES	08/15/2017	750.00
IOWA PARK & REC. ASSOC.	042-4200-64020	DRONE MARKETING VIDEOS	08/15/2017	510.00
IOWA PRISON INDUSTRIES	042-4320-65070	SIGN	08/22/2017	102.80
JIM'S JOHNS	042-4300-64090	KYBO'S - PARKS	08/30/2017	240.00
MC INTYRE, CRAIG	042-4200-64250	FALL COED SB	08/24/2017	100.00
MID AMERICAN ENERGY CO.	042-4300-63710	GAS - SHOP	08/17/2017	28.83
MID AMERICAN ENERGY CO.	042-4200-63710	ACTIVITY CENTER UTILITIES	08/17/2017	17.42
MYERS, ROBERT	042-4200-64250	FALL COED SB	08/17/2017	100.00
PARK, KRIS	042-4200-64250	CHURCH LEAGUE TOURNEY	07/24/2017	100.00
PARK, KRIS	042-4200-64250	FALL COED SB	08/17/2017	100.00
ROUNDED MINDS	042-4200-64205	INSTRUCTION ROUNDED MINDS	07/19/2017	700.00
SIMPSON COLLEGE	042-4200-64205	YOUTH TENNIS LESSON INSTRUCTION	08/15/2017	1,298.85
SWANK MOTION PICTURES IN	042-4200-64990	OUTDOOR MOVIE - ZOOTOPIA	08/09/2017	363.00
U.S. CELLULAR	042-4300-63730	CELL PHONES - 2	08/12/2017	81.11
WESLEY WOODS CAMP & RET	042-4200-64205	HORSE RIDE INSTRUCTION	08/08/2017	18.50
WIEGERT DISPOSAL CO.	042-4300-64090	DUMPSTER - PARKS	08/29/2017	185.00
WIEGERT DISPOSAL CO.	042-4200-64090	DUMPSTER - ACTIVITY CENTER	08/29/2017	25.00
WIEGERT DISPOSAL CO.	042-4200-64990	DUMPSTER - SOFTBALL	08/29/2017	125.00
WOOSLEY LANDSCAPING & M	042-4300-64990	PARKS MOW CONTRACT	08/28/2017	5,130.00
Total PARK & RECREATION FUND:				12,946.91
POOL (MEMORIAL) FUND				
ALL IOWA POOL	045-4500-65010	REAGENTS 0871	08/14/2017	50.46
FOSTER, LAWRENCE	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	75.00
GREEN, MADELINE	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00
GUERTS, COLLIN	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00
HAWKINS INC	045-4500-65010	SODIUM BICARB	08/02/2017	594.50
HAWKINS INC	045-4500-65011	GRANULAR CHLORINE	08/02/2017	391.50
HAWKINS INC	045-4500-65011	LIQUID CHLORINE	08/02/2017	511.50

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
HAWKINS INC	045-4500-65072	FEEDER TUBES AND PARTS	08/04/2017	125.59
HAWKINS INC	045-4500-65010	ACID	08/08/2017	101.79
HAWKINS INC	045-4500-65010	ACID	08/16/2017	101.79
KAAS, BAILEY	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00
KINGKADE, DELANEY	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	75.00
KINGKADE, DELANEY	045-4500-61810	FEMALE LIFEGUARD SUIT REIMB	08/25/2017	25.94
KRAPFL, TOM	045-4500-61810	MALE LIFEGUARD TRUNK REIMB	08/25/2017	15.00
MID AMERICAN ENERGY CO.	045-4500-63710	JULY/AUGUST	08/22/2017	1,533.12
OLSGAARD, NAOMI	045-4500-61810	FEMALE LIFEGUARD SUIT REIMB.	08/25/2017	30.00
PARKINS, NATHAN	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00
POTTEBAUM, BROOKLYN	045-4500-62300	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00
WIEGERT DISPOSAL CO.	045-4500-64990	DUMPSTER - MAC	08/29/2017	35.00
WOOSLEY LANDSCAPING & M	045-4500-64990	MAC MOW CONTRACT	08/28/2017	560.00
Total POOL (MEMORIAL) FUND:				4,801.19
ROAD USE TAX FUND				
AMERICAN PUBLIC WORKS AS	110-2100-62100	ANNUAL APWA MEMBERSHIP	08/25/2017	190.00
BONNIE'S BARRICADES	110-2100-65073	SIGN RENTAL	08/11/2017	147.20
BRUENING ROCK PRODUCTS	110-2100-65073	ROAD STONE	08/22/2017	1,076.79
HD SUPPLY WATERWORKS	110-8650-65070	IOWA ST DRAINAGE	08/22/2017	485.20
MC COY HARDWARE INC	110-2100-65050	PLASTIC FOR MIXER TRUCK	08/17/2017	12.13
MID AMERICAN ENERGY CO.	110-2100-63710	GAS - SHOP	08/17/2017	12.98
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/02/2017	1,155.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/08/2017	2,964.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/08/2017	940.50
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/09/2017	1,020.00
NORWALK READY-MIXED CON	110-2100-63450	HILLCREST & N 9TH	08/10/2017	1,140.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/11/2017	360.00
NORWALK READY-MIXED CON	110-2100-65073	CONCRETE	08/14/2017	393.00
O'REILLY AUTO PARTS	110-8650-65073	IOWA ST DRAINAGE	08/28/2017	8.99
STETSON BUILDING PRODUCT	110-2100-65073	HANDICAP SIDEWALK PANELS	08/09/2017	1,624.00
STETSON BUILDING PRODUCT	110-2100-65073	TRUNCATED DOMES	08/17/2017	4,176.00
STETSON BUILDING PRODUCT	110-2100-65073	TRUNCATED DOMES	08/17/2017	478.80
STETSON BUILDING PRODUCT	110-8650-65070	FABRIC FOR IOWA ST DRAINAGE	08/23/2017	168.00
TITAN MACHINERY	110-2100-63320	BACKHOE CYLINDER	08/28/2017	1,384.96
U.S. CELLULAR	110-2100-63730	CELL PHONES -3	08/12/2017	105.02
VANDERPOOL CONSTRUCTIO	110-8650-65070	ROCK FOR IOWA ST DRAINAGE	08/29/2017	163.55
Total ROAD USE TAX FUND:				18,006.12
PARK & REC SPECIAL REV FUND				
FRIDLEY THEATRES	142-4610-65991	PAYMENT FOR SUMMER MOVIE PUNCH CARDS	08/22/2017	690.00
Total PARK & REC SPECIAL REV FUND:				690.00
DOWNTOWN BIZ INCENTIVE PROGRAM				
CITY STATE BANK	161-5200-64154	DOWNTOWN BUSINESS LOAN INTEREST - KRUMME	08/25/2017	133.51
Total DOWNTOWN BIZ INCENTIVE PROGRAM:				133.51
CAPITAL PROJECTS FUND				
CDW GOVERNMENT INC	301-8000-64990	COMPUTERS	07/25/2017	16,559.84
CENTRAL IOWA TELEVISION	301-8300-67901	ANNUAL CLEANING AND TELEVISIONING SEWERS	08/28/2017	23,865.45
HR GREEN INC	301-8300-67900	MORLOCK L.S. IMPROVEMENTS	05/25/2017	35,384.25
Total CAPITAL PROJECTS FUND:				75,809.54

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
STREET CAPITAL PROJECTS FUND				
5 STAR SPRAY FOAM & CONCR	321-2100-64872	700 S BUXTON	08/18/2017	148.11
OXFORD TREE SERVICE	321-2100-64872	EMERGENCY TREE REMOVAL CITY ROW - 201 S H ST	08/16/2017	850.00
Total STREET CAPITAL PROJECTS FUND:				998.11
CP--COMM RE-DEV (D & D) FUND				
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES 204 N JEFFERSON	08/21/2017	244.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 410 S JEFFERSON	08/21/2017	99.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TXES - 506 W 2ND	08/21/2017	53.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES	08/21/2017	1.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES	08/21/2017	18.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 203 W 2ND	08/21/2017	295.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 203 W 2ND	08/21/2017	257.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 400 E EUCLID	08/21/2017	32.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 910 E 2ND	08/21/2017	485.00
WARREN COUNTY TREASURE	353-5200-67902	PROPERTY TAXES - 401 E EUCLID	08/21/2017	462.00
Total CP--COMM RE-DEV (D & D) FUND:				1,946.00
SEWER FUND				
CRYSTAL CLEAR WATER CO	610-8350-65012	DI WATER FOR LAB	08/22/2017	15.00
MID AMERICAN ENERGY CO.	610-8325-63710	07741-18004 65/69 LIFT	08/16/2017	78.24
MID AMERICAN ENERGY CO.	610-8325-63710	08701-24006 QUAIL MDWS LIFT	08/17/2017	54.42
MID AMERICAN ENERGY CO.	610-8325-63710	09750-87035 WESLEY LIFT	08/16/2017	32.04
MUNICIPAL SUPPLY INC	610-8350-63100	O-RING KIT FOR HYDRANT	08/18/2017	45.53
MUNICIPAL SUPPLY INC	610-8350-63100	3-1" SB REDI CLAMPS	08/24/2017	184.80
T.R.M. DISPOSAL LLC	610-8350-64990	ACCT #583 - TRASH - SOUTH PLANT	08/24/2017	52.00
T.R.M. DISPOSAL LLC	610-8350-64990	ACCT #583 - TRASH - NORTH PLANT	08/24/2017	80.00
U.S. CELLULAR	610-8300-63730	CELL PHONES - 2	08/12/2017	92.83
Total SEWER FUND:				634.86
SEWER CAPITAL PROJECTS FUND				
HR GREEN INC	710-8300-67510	WASTEWATER FACILITY PLAN	08/24/2017	3,539.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	149.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	298.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	228.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	326.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	108.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	30.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	439.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	437.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	427.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	255.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	277.00
WARREN COUNTY TREASURE	710-8300-64990	SEPT 17 PROPERTY TAXES	08/21/2017	369.00
Total SEWER CAPITAL PROJECTS FUND:				6,882.00
Grand Totals:				161,006.11

Vendor Name	GL Account Number	Description	Invoice Date	Net Invoice Amount
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City Council: _____

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
5 STAR SPRAY FOAM & CONCRETE RAISING				
5 STAR SPRAY FOAM & CONCR	700 S BUXTON	08/18/2017	148.11	STREET CAPITAL
Total 5 STAR SPRAY FOAM & CONCRETE RAISING:			148.11	
ALL IOWA POOL				
ALL IOWA POOL	REAGENTS 0871	08/14/2017	50.46	POOL (MEMORIAL)
Total ALL IOWA POOL:			50.46	
AMERICAN PUBLIC WORKS ASSOCIATION				
AMERICAN PUBLIC WORKS AS	ANNUAL APWA MEMBERSHIP	08/25/2017	190.00	ROAD USE TAX FU
Total AMERICAN PUBLIC WORKS ASSOCIATION:			190.00	
ATW TRAINING & CONSULTING INC				
ATW TRAINING & CONSULTING	TRAINING	08/25/2017	400.00	FIRE FUND
Total ATW TRAINING & CONSULTING INC:			400.00	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	SUPPLIES	08/23/2017	66.00	POLICE FUND
Total BOB'S CUSTOM TROPHIES:			66.00	
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	SIGN RENTAL	08/11/2017	147.20	ROAD USE TAX FU
Total BONNIE'S BARRICADES:			147.20	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	20303.001 LEGAL SERVICES	08/25/2017	6,037.50	GENERAL FUND
BRICK GENTRY P.C.	20303.011 LEGAL SERVICES	08/25/2017	660.00	GENERAL FUND
Total BRICK GENTRY P.C.:			6,697.50	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	08/22/2017	1,076.79	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			1,076.79	
BUHROW, LUKE				
BUHROW, LUKE	SUPPLIES	07/19/2017	19.05	POLICE FUND
Total BUHROW, LUKE:			19.05	
BUTTON, DAVID				
BUTTON, DAVID	WELLNESS JULY & AUG	08/23/2017	30.00	POLICE FUND
Total BUTTON, DAVID:			30.00	
CARPENTER UNIFORM CO				
CARPENTER UNIFORM CO	UNIFORMS - LECHTENBERG	08/14/2017	762.98	POLICE FUND
CARPENTER UNIFORM CO	UNIFORMS - CHIA	08/16/2017	1,072.89	POLICE FUND
CARPENTER UNIFORM CO	UNIFORMS - EWING	08/21/2017	437.88	POLICE FUND
CARPENTER UNIFORM CO	UNIFORMS - WICKS	08/22/2017	1,516.96	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CARPENTER UNIFORM CO:			3,790.71	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	COMPUTERS	07/25/2017	16,559.84	CAPITAL PROJECT
Total CDW GOVERNMENT INC:			16,559.84	
CENTRAL IOWA TELEVISION				
CENTRAL IOWA TELEVISION	ANNUAL CLEANING AND TELEVISION SEWE	08/28/2017	23,865.45	CAPITAL PROJECT
Total CENTRAL IOWA TELEVISION:			23,865.45	
CENTURYLINK				
CENTURYLINK	PHONE	08/22/2017	48.28	GENERAL FUND
CENTURYLINK	PHONE	08/22/2017	55.24	GENERAL FUND
Total CENTURYLINK:			103.52	
CITY STATE BANK				
CITY STATE BANK	DOWNTOWN BUSINESS LOAN INTEREST - K	08/25/2017	133.51	DOWNTOWN BIZ I
Total CITY STATE BANK:			133.51	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	CHURCH LEAGUE TOURNEY	07/24/2017	100.00	PARK & RECREATI
CRAWFORD, RICHARD L.	FALL COED SB	08/24/2017	100.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			200.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	08/22/2017	15.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			15.00	
DASH MEDICAL GLOVES				
DASH MEDICAL GLOVES	SUPPLIES	08/16/2017	70.90	POLICE FUND
Total DASH MEDICAL GLOVES:			70.90	
DAVISON, BRAD				
DAVISON, BRAD	CDL - LICENSE PERMIT	08/14/2017	13.50	FIRE FUND
Total DAVISON, BRAD:			13.50	
DES MOINES STAMP MFG				
DES MOINES STAMP MFG	UNIFORMS	08/15/2017	28.50	POLICE FUND
DES MOINES STAMP MFG	UNIFORMS	08/17/2017	28.50	POLICE FUND
DES MOINES STAMP MFG	UNIFORMS	08/23/2017	54.00	POLICE FUND
Total DES MOINES STAMP MFG:			111.00	
DLH GRAFX				
DLH GRAFX	T-BALL T-SHIRTS	06/16/2017	949.40	PARK & RECREATI
Total DLH GRAFX:			949.40	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	MONTHLY CLEANING	08/20/2017	4,000.00	GENERAL FUND
DUST PROS JANITORIAL	MONTHLY CLEANING	08/20/2017	1,462.00	PARK & RECREATI
Total DUST PROS JANITORIAL:			5,462.00	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	RADIO INSTALL & PROGRAMMING	08/09/2017	502.00	FIRE FUND
ELECTRONIC ENGINEERING C	CAR 171 SWITCH OVER	06/30/2017	8,982.19	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			9,484.19	
FICKES, EDWARD LEE				
FICKES, EDWARD LEE	CHURCH LEAGUE TOURNEY	07/24/2017	100.00	PARK & RECREATI
FICKES, EDWARD LEE	FALL COED SB	08/17/2017	100.00	PARK & RECREATI
FICKES, EDWARD LEE	FALL COED SB	08/24/2017	100.00	PARK & RECREATI
Total FICKES, EDWARD LEE:			300.00	
FOSTER, LAWRENCE				
FOSTER, LAWRENCE	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	75.00	POOL (MEMORIAL)
Total FOSTER, LAWRENCE:			75.00	
FRIDLEY THEATRES				
FRIDLEY THEATRES	PAYMENT FOR SUMMER MOVIE PUNCH CA	08/22/2017	690.00	PARK & REC SPEC
Total FRIDLEY THEATRES:			690.00	
GREEN, MADELINE				
GREEN, MADELINE	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00	POOL (MEMORIAL)
Total GREEN, MADELINE:			115.00	
GUERTS, COLLIN				
GUERTS, COLLIN	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00	POOL (MEMORIAL)
Total GUERTS, COLLIN:			115.00	
HAWKINS INC				
HAWKINS INC	GRANULAR CHLORINE	08/02/2017	391.50	POOL (MEMORIAL)
HAWKINS INC	SODIUM BICARB	08/02/2017	594.50	POOL (MEMORIAL)
HAWKINS INC	LIQUID CHLORINE	08/02/2017	511.50	POOL (MEMORIAL)
HAWKINS INC	FEEDER TUBES AND PARTS	08/04/2017	125.59	POOL (MEMORIAL)
HAWKINS INC	ACID	08/08/2017	101.79	POOL (MEMORIAL)
HAWKINS INC	ACID	08/16/2017	101.79	POOL (MEMORIAL)
Total HAWKINS INC:			1,826.67	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE 6/26/17 - 7/25/17	07/26/2017	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HD SUPPLY WATERWORKS				
HD SUPPLY WATERWORKS	IOWA ST DRAINAGE	08/22/2017	485.20	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HD SUPPLY WATERWORKS:			485.20	
HR GREEN INC				
HR GREEN INC	MORLOCK L.S. IMPROVEMENTS	05/25/2017	35,384.25	CAPITAL PROJECT
HR GREEN INC	WASTEWATER FACILITY PLAN	08/24/2017	3,539.00	SEWER CAPITAL P
Total HR GREEN INC:			38,923.25	
INDIANOLA SENIOR CENTER				
INDIANOLA SENIOR CENTER	REIMB. FOR OUTDOOR MOVIE CONCESSIO	08/19/2017	60.00	PARK & RECREATI
Total INDIANOLA SENIOR CENTER:			60.00	
INDIANOLA YMCA				
INDIANOLA YMCA	BALLOON CAMP FACILITY FEES	08/15/2017	750.00	PARK & RECREATI
Total INDIANOLA YMCA:			750.00	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	COPIER CONTRACT	08/02/2017	84.65	POLICE FUND
INFOMAX OFFICE SYSTEMS IN	JULY COPIER CONTRACT	08/16/2017	5.56	FIRE FUND
INFOMAX OFFICE SYSTEMS IN	JULY COPIER CONTRACT	08/16/2017	1.67	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	JULY COPIER CONTRACT	08/16/2017	4.94	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	JULY COPIER CONTRACT	08/16/2017	1,270.91	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	JULY COPIER CONTRACT	08/16/2017	.14	AMBULANCE FUN
INFOMAX OFFICE SYSTEMS IN	PRINTER/COPIER LEASE CHARGES	08/22/2017	246.36	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			1,614.23	
IOWA CODIFICATION INC				
IOWA CODIFICATION INC	CODE SUPPLEMENTS	08/11/2017	608.00	GENERAL FUND
Total IOWA CODIFICATION INC:			608.00	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	HIRING	08/08/2017	200.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			200.00	
IOWA LEAGUE OF CITIES				
IOWA LEAGUE OF CITIES	IA LEAGUE MTG	08/18/2017	11.63	GENERAL FUND
Total IOWA LEAGUE OF CITIES:			11.63	
IOWA PARK & REC. ASSOC.				
IOWA PARK & REC. ASSOC.	DRONE MARKETING VIDEOS	08/15/2017	510.00	PARK & RECREATI
Total IOWA PARK & REC. ASSOC.:			510.00	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	SIGN	08/22/2017	102.80	PARK & RECREATI
Total IOWA PRISON INDUSTRIES:			102.80	
JIM'S JOHNS				
JIM'S JOHNS	KYBO'S - PARKS	08/30/2017	240.00	PARK & RECREATI
JIM'S JOHNS	KYBO'S - DUMP	08/30/2017	40.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total JIM'S JOHNS:			280.00	
KAAS, BAILEY				
KAAS, BAILEY	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00	POOL (MEMORIAL)
Total KAAS, BAILEY:			115.00	
KINGKADE, DELANEY				
KINGKADE, DELANEY	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	75.00	POOL (MEMORIAL)
KINGKADE, DELANEY	FEMALE LIFEGUARD SUIT REIMB	08/25/2017	25.94	POOL (MEMORIAL)
Total KINGKADE, DELANEY:			100.94	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	HUMANE SOCIETY CONTRACT - SEPT 2017	08/25/2017	2,662.00	POLICE FUND
KIYA KODA HUMANE SOCIETY	CONTRACT BALANCE DUE - JULY & AUG	08/25/2017	498.52	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			3,160.52	
KOCH BROTHERS				
KOCH BROTHERS	MINUTE BOOK	07/31/2017	479.00	GENERAL FUND
Total KOCH BROTHERS:			479.00	
KRAPFL, TOM				
KRAPFL, TOM	MALE LIFEGUARD TRUNK REIMB	08/25/2017	15.00	POOL (MEMORIAL)
Total KRAPFL, TOM:			15.00	
MC COY HARDWARE INC				
MC COY HARDWARE INC	PLASTIC FOR MIXER TRUCK	08/17/2017	12.13	ROAD USE TAX FU
MC COY HARDWARE INC	SUPPLIES	08/22/2017	9.42	POLICE FUND
Total MC COY HARDWARE INC:			21.55	
MC INTYRE, CRAIG				
MC INTYRE, CRAIG	FALL COED SB	08/24/2017	100.00	PARK & RECREATI
Total MC INTYRE, CRAIG:			100.00	
METCALF, BRAD				
METCALF, BRAD	TRAINING	08/08/2017	85.72	POLICE FUND
Total METCALF, BRAD:			85.72	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	08/16/2017	78.24	SEWER FUND
MID AMERICAN ENERGY CO.	GAS - SHOP	08/17/2017	12.98	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	GAS - SHOP	08/17/2017	28.83	PARK & RECREATI
MID AMERICAN ENERGY CO.	FUEL HEAT	08/17/2017	65.59	GENERAL FUND
MID AMERICAN ENERGY CO.	08701-24006 QUAIL MDWS LIFT	08/17/2017	54.42	SEWER FUND
MID AMERICAN ENERGY CO.	JULY/AUGUST	08/22/2017	1,533.12	POOL (MEMORIAL)
MID AMERICAN ENERGY CO.	N HWY 65/69 ENTRANCE SIGN	08/14/2017	12.53	GENERAL FUND
MID AMERICAN ENERGY CO.	26231-3003 ST LIGHTING	08/11/2017	153.85	GENERAL FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	08/17/2017	17.42	PARK & RECREATI
MID AMERICAN ENERGY CO.	HEAT - BUILDING	08/17/2017	17.42	POLICE FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	08/16/2017	32.04	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MID AMERICAN ENERGY CO.:			2,006.44	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	O-RING KIT FOR HYDRANT	08/18/2017	45.53	SEWER FUND
MUNICIPAL SUPPLY INC	3-1" SB REDI CLAMPS	08/24/2017	184.80	SEWER FUND
Total MUNICIPAL SUPPLY INC:			230.33	
MYERS, ROBERT				
MYERS, ROBERT	FALL COED SB	08/17/2017	100.00	PARK & RECREATI
Total MYERS, ROBERT:			100.00	
NELLER, THEODORE				
NELLER, THEODORE	FRI 2017 TRAINING	07/19/2017	575.00	FIRE FUND
Total NELLER, THEODORE:			575.00	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	CONCRETE	08/02/2017	1,155.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/08/2017	2,964.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/08/2017	940.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/09/2017	1,020.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	HILLCREST & N 9TH	08/10/2017	1,140.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/11/2017	360.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE	08/14/2017	393.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			7,972.50	
O'KEEFE ELEVATOR CO.				
O'KEEFE ELEVATOR CO.	MAINTENANCE	08/30/2017	306.06	GENERAL FUND
Total O'KEEFE ELEVATOR CO.:			306.06	
OLSGAARD, NAOMI				
OLSGAARD, NAOMI	FEMALE LIFEGUARD SUIT REIMB.	08/25/2017	30.00	POOL (MEMORIAL)
Total OLSGAARD, NAOMI:			30.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	IOWA ST DRAINAGE	08/28/2017	8.99	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			8.99	
OXFORD TREE SERVICE				
OXFORD TREE SERVICE	EMERGENCY TREE REMOVAL CITY ROW - 2	08/16/2017	850.00	STREET CAPITAL
Total OXFORD TREE SERVICE:			850.00	
PARK, KRIS				
PARK, KRIS	CHURCH LEAGUE TOURNEY	07/24/2017	100.00	PARK & RECREATI
PARK, KRIS	FALL COED SB	08/17/2017	100.00	PARK & RECREATI
Total PARK, KRIS:			200.00	
PARKINS, NATHAN				
PARKINS, NATHAN	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PARKINS, NATHAN:			115.00	
POTTEBAUM, BROOKLYN				
POTTEBAUM, BROOKLYN	LIFEGUARD CLASS REIMBURSEMENT	08/25/2017	115.00	POOL (MEMORIAL)
Total POTTEBAUM, BROOKLYN:			115.00	
PURCHASE POWER				
PURCHASE POWER	POSTAGE	08/25/2017	3,000.00	GENERAL FUND
Total PURCHASE POWER:			3,000.00	
ROUNDED MINDS				
ROUNDED MINDS	INSTRUCTION ROUNDED MINDS	07/19/2017	700.00	PARK & RECREATI
Total ROUNDED MINDS:			700.00	
SHER, BRIAN				
SHER, BRIAN	CELL PHONE 07/23/17 - 08/22/17	08/22/2017	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SHULL, DOUG				
SHULL, DOUG	TREASURER CONTRACT	08/25/2017	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMPSON COLLEGE				
SIMPSON COLLEGE	YOUTH TENNIS LESSON INSTRUCTION	08/15/2017	1,298.85	PARK & RECREATI
Total SIMPSON COLLEGE:			1,298.85	
SMITH, CALE				
SMITH, CALE	OVERPAYMENT - PT #000467	08/21/2017	5.00	POLICE FUND
Total SMITH, CALE:			5.00	
STANARD & ASSOCIATES INC				
STANARD & ASSOCIATES INC	HIRING	08/15/2017	210.00	POLICE FUND
Total STANARD & ASSOCIATES INC:			210.00	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	HANDICAP SIDEWALK PANELS	08/09/2017	1,624.00	ROAD USE TAX FU
STETSON BUILDING PRODUCT	TRUNCATED DOMES	08/17/2017	4,176.00	ROAD USE TAX FU
STETSON BUILDING PRODUCT	TRUNCATED DOMES	08/17/2017	478.80	ROAD USE TAX FU
STETSON BUILDING PRODUCT	FABRIC FOR IOWA ST DRAINAGE	08/23/2017	168.00	ROAD USE TAX FU
Total STETSON BUILDING PRODUCTS INC:			6,446.80	
STREICHER'S - MINNEAPOLIS				
STREICHER'S - MINNEAPOLIS	TRAINING	08/11/2017	55.98	POLICE FUND
Total STREICHER'S - MINNEAPOLIS:			55.98	
SWANK MOTION PICTURES INC.				
SWANK MOTION PICTURES IN	OUTDOOR MOVIE - ZOOTOPIA	08/09/2017	363.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total SWANK MOTION PICTURES INC.:			363.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT 1506	08/24/2017	83.00	GENERAL FUND
T.R.M. DISPOSAL LLC	ACCT #583 - TRASH - NORTH PLANT	08/24/2017	80.00	SEWER FUND
T.R.M. DISPOSAL LLC	ACCT #583 - TRASH - SOUTH PLANT	08/24/2017	52.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			215.00	
THEISEN'S				
THEISEN'S	SUPPLIES	08/07/2017	6.99	POLICE FUND
Total THEISEN'S:			6.99	
TITAN MACHINERY				
TITAN MACHINERY	BACKHOE CYLINDER	08/28/2017	1,384.96	ROAD USE TAX FU
Total TITAN MACHINERY:			1,384.96	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONES - 2	08/12/2017	92.83	SEWER FUND
U.S. CELLULAR	CELL PHONES - 2	08/12/2017	81.11	PARK & RECREATI
U.S. CELLULAR	CELL PHONES -3	08/12/2017	105.02	ROAD USE TAX FU
U.S. CELLULAR	CELL PHONE	08/12/2017	43.84	FIRE FUND
Total U.S. CELLULAR:			322.80	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTIO	ROCK FOR IOWA ST DRAINAGE	08/29/2017	163.55	ROAD USE TAX FU
Total VANDERPOOL CONSTRUCTION:			163.55	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	08/15/2017	318.59	POLICE FUND
Total VERIZON WIRELESS:			318.59	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	149.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES - 205 E BOSTON	08/21/2017	548.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES 204 N JEFFERSON	08/21/2017	244.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 410 S JEFFERSON	08/21/2017	99.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	48327001000	08/25/2017	7.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TXES - 506 W 2ND	08/21/2017	53.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES	08/21/2017	1.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES	08/21/2017	18.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 203 W 2ND	08/21/2017	295.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 203 W 2ND	08/21/2017	257.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 400 E EUCLID	08/21/2017	32.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 910 E 2ND	08/21/2017	485.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	PROPERTY TAXES - 401 E EUCLID	08/21/2017	462.00	CP--COMM RE-DE
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	298.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	228.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	326.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	108.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	30.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	439.00	SEWER CAPITAL P

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	437.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	427.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	255.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	277.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	SEPT 17 PROPERTY TAXES	08/21/2017	369.00	SEWER CAPITAL P
Total WARREN COUNTY TREASURER:			5,844.00	
WESLEY WOODS CAMP & RETREAT CTR				
WESLEY WOODS CAMP & RET	HORSE RIDE INSTRUCTION	08/08/2017	18.50	PARK & RECREATI
Total WESLEY WOODS CAMP & RETREAT CTR:			18.50	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	DUMPSTER - MAC	08/29/2017	35.00	POOL (MEMORIAL)
WIEGERT DISPOSAL CO.	DUMPSTER - ACTIVITY CENTER	08/29/2017	25.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - PARKS	08/29/2017	185.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	DUMPSTER - SOFTBALL	08/29/2017	125.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			370.00	
WOOSLEY LANDSCAPING & MOWING				
WOOSLEY LANDSCAPING & M	PARKS MOW CONTRACT	08/28/2017	5,130.00	PARK & RECREATI
WOOSLEY LANDSCAPING & M	MAC MOW CONTRACT	08/28/2017	560.00	POOL (MEMORIAL)
WOOSLEY LANDSCAPING & M	LIBRARY MOW CONTRACT	08/28/2017	165.00	LIBRARY FUND
Total WOOSLEY LANDSCAPING & MOWING:			5,855.00	
WREEVES AND ASSOCIATES INC				
WREEVES AND ASSOCIATES I	EMERGENCY LIGHTS 339	08/09/2017	1,405.80	FIRE FUND
Total WREEVES AND ASSOCIATES INC:			1,405.80	
Grand Totals:			161,006.11	

City Council: _____

Meeting Date: 09/05/2017

Subject

Review of the draft 2017 Community Survey

Information

Jeff Schott will be present to review a draft community survey.

Fiscal Impact

Attachments

Draft Survey

{CITY LETTERHEAD}

INDIANOLA CITIZEN SURVEY

2017

Dear Indianola Resident:

Periodically, the City of Indianola conducts a "Citizen Survey" to measure our service levels and receive input on community issues.

You have been selected as part of a random sample of Indianola residents to take part in this survey. We ask that a member of your household who is at least 18 years of age, and with the most recent birthday, to fill out the survey.

Please return the completed questionnaire using the attached self-addressed stamped envelope by <<date>>. Or you may also complete this survey on-line by connecting to the following address: <<link>> and inserting the following user code.

The results of the survey will be posted on the city's web site www.cityofindianolaiowa.gov and highlighted in a future issue of the Indianola magazine.

Thank you for your time and comments.

Sincerely,

/s/
Kelly B. Shaw
Mayor

/s/
Ryan J. Waller
City Manager

I. OPINION QUESTIONS

Please respond to each statement whether you agree, disagree, or have no opinion.

	<u>AGREE</u>	<u>DISAGREE</u>	<u>NO OPINION</u>
1. Indianola is a nice place to live.	_____	_____	_____
2. Indianola should try to maintain its own identity.	_____	_____	_____
3. I am pleased with the overall direction that the city is taking.	_____	_____	_____
4. I receive good value for the city taxes I pay.	_____	_____	_____
5. I feel safe in my neighborhood.	_____	_____	_____
6. The City should encourage more residential development through financial incentives and other city resources.	_____	_____	_____
7. The City should encourage more commercial and industrial development through financial incentives and other city resources.	_____	_____	_____
8. The City should adopt a policy of more aggressive code enforcement (junk cars, tall grass, property maintenance, etc.)	_____	_____	_____
9. I would support a moderate increase in my property taxes for public safety purposes (Police, Fire, EMS)	_____	_____	_____
10. <i>The Mayor meets the expectations of the citizens of Indianola.??</i>	_____	_____	_____
11. <i>The City Council meets the expectations of the citizens of Indianola.??</i>	_____	_____	_____

II. QUALITY OF SERVICE

Please rate the quality of each of these services:

	<u>VERY</u> <u>SATISFIED</u>	<u>SATISFIED</u>	<u>NOT</u> <u>SATISFIED</u>	<u>VERY</u> <u>DISSATISFIED</u>	<u>UNSURE/</u> <u>NO</u> <u>OPINION</u>
1. Brush Facility	_____	_____	_____	_____	_____
2. Building Inspection	_____	_____	_____	_____	_____
3. Emergency Medical Services (Ambulance)	_____	_____	_____	_____	_____
4. Fire Department	_____	_____	_____	_____	_____
5. Library	_____	_____	_____	_____	_____
6. Nuisance Abatement	_____	_____	_____	_____	_____
7. Parks/Trails/Open Space	_____	_____	_____	_____	_____
8. Police Department	_____	_____	_____	_____	_____
9. Recreation Programs	_____	_____	_____	_____	_____
10. Sanitary Sewer	_____	_____	_____	_____	_____
11. Senior Programs	_____	_____	_____	_____	_____
12. Snow Removal	_____	_____	_____	_____	_____
13. Street Repair	_____	_____	_____	_____	_____
14. Stormwater/Drainage	_____	_____	_____	_____	_____
15. Spring & Fall Cleanup	_____	_____	_____	_____	_____
16. City Communication (Indianola Magazine, City Website, social media)	_____	_____	_____	_____	_____

III. CAPITAL IMPROVEMENTS PRIORITIES

Indianola is a rapidly growing community with future needs. What priority do you think each of these types of project to build infrastructure or facilities deserves?

	<u>HIGH PRIORITY</u>	<u>MEDIUM PRIORITY</u>	<u>LOW PRIORITY</u>	<u>DO NOT FUND</u>	<u>NO OPINION</u>
1. Street improvements	_____	_____	_____	_____	_____
2. Economic development activities	_____	_____	_____	_____	_____
3. Hiking/biking trails	_____	_____	_____	_____	_____
4. Neighborhood parks	_____	_____	_____	_____	_____
5. Park shelters	_____	_____	_____	_____	_____
6. Public Safety Building/ City Hall improvements/ modernization	_____	_____	_____	_____	_____
7. Downtown Square sidewalks/landscaping Improvements	_____	_____	_____	_____	_____

IV. BUDGETARY PRIORITIES

Indianola will be facing some difficult budgetary challenges. To assist in this process, the information below indicates the percentage of the City's General Fund that is allocated for certain city programs and services. Please indicate whether you think the city should be spending more, the same or less on these activities.

	<u>CURRENT FUNDING ALLOCATION</u>	<u>SPENDING</u>			
		<u>MORE</u>	<u>SAME</u>	<u>LESS</u>	<u>NO OPINION</u>
1. Police	_____	_____	_____	_____	_____
2. Fire	_____	_____	_____	_____	_____
3. Library	_____	_____	_____	_____	_____
4. Parks and Recreation	_____	_____	_____	_____	_____
5. Community Development (permitting, inspections & code enforcement)	_____	_____	_____	_____	_____
6. Animal Control	_____	_____	_____	_____	_____
7. Economic Development	_____	_____	_____	_____	_____
8. Planning and Zoning	_____	_____	_____	_____	_____

V. NEIGHBORHOOD CONCERNS

Please indicate whether any of these are a concern to you in your neighborhood:

	NOT A PROBLEM IN MY <u>NEIGHBORHOOD</u>	SOMEWHAT OF A <u>PROBLEM</u>	A BIG <u>PROBLEM</u>
1. Crime	_____	_____	_____
2. Abandoned/junked cars	_____	_____	_____
3. Abandoned/rundown buildings	_____	_____	_____
4. Appearance of properties (trash, tall grass, weeds, etc.)	_____	_____	_____
5. Street repair	_____	_____	_____
6. Sidewalk repair	_____	_____	_____
7. Lack of sidewalks	_____	_____	_____
8. Problems with neighbors	_____	_____	_____
9. Noise	_____	_____	_____
10. Animals running at large	_____	_____	_____
11. Drainage/storm water runoff	_____	_____	_____

VI. COMMUNITY CHARACTERISTICS

Please rate the following characteristics as they relate to Indianola.

	<u>EXCELLENT</u>	<u>GOOD</u>	<u>FAIR</u>	<u>POOR</u>	<u>NO OPINION</u>
1. Sense of community	_____	_____	_____	_____	_____
2. Opportunities for cultural activities	_____	_____	_____	_____	_____
3. Opportunities for leisure time activities	_____	_____	_____	_____	_____
4. Shopping opportunities	_____	_____	_____	_____	_____
5. Job opportunities	_____	_____	_____	_____	_____
6. Opportunities for input city government	_____	_____	_____	_____	_____
7. Opportunities to serve on city boards and commissions	_____	_____	_____	_____	_____

VII. OPEN-ENDED QUESTIONS

1. What are the things you like most about Indianola?
2. What are the things you like least about Indianola?
3. In your opinion, what are Indianola's highest priority needs?
4. What services currently being provided by the City of Indianola should be reduced or eliminated?
5. What services should be provided by the City of Indianola that are currently not available?

VIII. BACKGROUND

Please provide some basic background information:

1. At what location are you registered to vote?

☐	Indianola Church of Christ	☐	Masonic Hall
☐	County Administration Building	☐	First Assembly of God Church
☐	Community of Christ Church	☐	Indianola American Legion Hall
☐	St. Thomas Aquinas Church		
☐	Other/Don't know		

2. Please indicate your sex: ☐ Male ☐ Female

3. Please indicate your age group:

☐	18 to 25 years	☐	46 to 55 years
☐	26 to 35 years	☐	56 to 65 years
☐	36 to 45 years	☐	65 years and over

4. How many years have you lived in Indianola? Years

5. If you have moved to Indianola, where did you live before?

☐	Warren County (outside of Indianola)
☐	Des Moines
☐	Polk County (outside of Des Moines)
☐	Elsewhere in Iowa (outside of Warren or Polk County)
☐	Outside of Iowa (Name of State)
☐	Always lived in Indianola

6. Do you have an electronic device with access to the Internet? (Please check all that apply):

☐ At Home ☐ At Work ☐ No Internet Access

7. Are you interested in news or information about Indianola city government?

☐ Yes ☐ No

8. In general, how well informed do you feel about the city of Indianola?

☐ Well informed ☐ Neither well nor poorly informed ☐ Poorly informed

9. How do you usually get news or information about Indianola city government?
(Please check all that apply.):

_____ Record Herald Tribune

_____ Des Moines Register

_____ Indianola Magazine

_____ City Website

_____ City meetings/city officials

_____ Conversations with Friends or Family

_____ Social media (Facebook, Twitter, etc.)

_____ Other (Please specify) _____

10. What other means of communication would you prefer the City of Indianola to communicate with you?

**THANK YOU FOR YOUR COOPERATION IN
COMPLETING THIS QUESTIONNAIRE
EITHER USING THE SELF-ADDRESSED STAMPED ENVELOPE FOR RETURN
OR ON-LINE AT <LINK>**

BY <DATE> 2017

Meeting Date: 09/05/2017

Subject

Consider nomination to the Veteran's Memorial Aquatic Center Commission

Information

Council needs to consider the nomination of Jessica Credidio to the Veteran's Memorial Aquatic Center Commission a term to begin immediately and expire July 1, 2020.

Roll call is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Discussion regarding the Greater Des Moines Partnership investment

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Public hearing and first consideration of an ordinance amending the city's recycling rates

Information

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

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

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

Schedule includes:

September 5, 2017 - First consideration of the amendment

September 18, 2017 - Second consideration of the amendment

October 2, 2017 - Final consideration of the amendment

October 11, 2017 - Publish ordinance and will be effective January 1, 2018

Roll call is in order.

Fiscal Impact

Attachments

Recycling Contract

Ordinance Recycling

Recycling Worksheet

CITY OF INDIANOLA, IOWA
CONTRACT FOR RESIDENTIAL RECYCLING COLLECTION

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

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

DEFINITIONS

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

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

SCOPE OF CONTRACT

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

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

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

SERVICE, OPERATIONS, AND PERFORMANCE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE BOND

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

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

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

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

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

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

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

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

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

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

Recyclables – 48 gallon covered wheeled cart

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

Recyclables – 96 gallon covered wheeled cart

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Client:

CITY of Indianola, Iowa

By: _____

Mayor

By: _____

CITY Clerk

CONTRACTOR:

Waste Management of Iowa, Inc.

By: _____

Name: _____

Title: _____

ORDINANCE NO. _____

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

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

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

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

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

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

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

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

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

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

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

The city contract for Recycling with Waste Management has increasing rates. New rates are 3.01/customer for FY 18.
This rate increase is to required increase revenues to match the increase in expenses from new contracted rates with Waste Management.

Meeting Date: 09/05/2017

Subject

Public hearing on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,300,000 Sewer Capital Loan Notes

Information

The first order of business is to hold the public hearing on the authorization of a Loan and Disbursement Agreement and the issuance of Notes to evidence the obligation of the City thereunder. The Mayor will open the public hearing for comments and then close the public hearing.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Resolution instituting proceedings to take additional action for the authorization of a loan and disbursement agreement and the issuance of note to exceed \$3,300,000 Sewer Revenue Capital Loan Notes

Information

The next item to consider is the resolution taking additional action which also acknowledges and approves the terms of the SRF loan program. The terms of the loan begin offered to the City are established primarily by references to two external sources: the Authority's administrative rules governing the SRF Program and, to a lesser extent, by the terms of the bonds issued by the Authority to fund the City's loan.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,300,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, in order to provide funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Morlock Lift Station project, discharge sanitary force main and improvements to the downstream gravity sanitary sewer, with related work, and that notice of the proposed action by the City Council to institute proceedings for the authorization of the Loan and Disbursement Agreement and the issuance of the Notes had been published pursuant to the provisions of Sections 384.24A and 384.83, as amended.

The Mayor then asked the Clerk whether any written objections had been filed by any City resident or property owner to the proposal. The City Clerk advised the Mayor and the City Council that _____ written objections had been filed. The Mayor then called for oral objections to the proposal 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 City 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 INSTITUTING PROCEEDINGS TO TAKE ADDITIONAL ACTION FOR THE AUTHORIZATION OF A LOAN AND DISBURSEMENT AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$3,300,000 SEWER REVENUE CAPITAL LOAN NOTES", and moved:

- ☐ that the Resolution be adopted.
- ☐ to ADJOURN and defer action on the Resolution and the proposal to institute proceedings to the meeting to be held at _____ o'clock _____ .M. on the _____ day of _____, 2017, 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 INSTITUTING PROCEEDINGS TO TAKE
ADDITIONAL ACTION FOR THE AUTHORIZATION OF A
LOAN AND DISBURSEMENT AGREEMENT AND THE
ISSUANCE OF NOT TO EXCEED \$3,300,000 SEWER
REVENUE CAPITAL LOAN NOTES

WHEREAS, pursuant to notice published as required by law, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of not to exceed \$3,300,000 Sewer Revenue Capital Loan Notes to evidence the obligations of the City under said Loan and Disbursement Agreement, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with the Morlock Lift Station project, discharge sanitary force main and improvements to the downstream gravity sanitary sewer, with related work, and has considered the extent of objections received from residents or property owners as to said

proposal 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, STATE OF IOWA:

Section 1. That this Council does hereby institute proceedings and takes additional action for the authorization of a Loan and Disbursement Agreement by and between the City and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority in the manner required by law of not to exceed \$3,300,000 Sewer Revenue Capital Loan Notes for the foregoing purpose.

Section 2. That this Council does hereby consent to the terms and conditions of the SRF Loan Program, which terms and conditions and the disclosures provided with respect thereto are hereby acknowledged, accepted and approved.

Section 3. That the Clerk, with the assistance of the City Attorney and bond counsel, is hereby authorized and directed to proceed with the preparation of such documents and proceedings as shall be necessary to authorize the City's participation in the SRF Loan Program, to select a suitable date for final Council authorization of the required Loan and Disbursement Agreement and issuance of the Note to evidence the City's obligations thereunder, and to take such other actions as the Clerk shall deem necessary to permit the completion of a loan on a basis favorable to the City and acceptable to this Council.

Section 4. This Resolution shall serve as a declaration of official intent under Treasury Regulation 1.150-2 and shall be maintained on file as a public record of such intent. It is reasonably expected that the sewer fund moneys may be advanced from time to time for capital expenditures which are to be paid from the proceeds of the above loan agreement. The amounts so advanced shall be reimbursed from the proceeds of the Loan Agreement not later than eighteen months after the initial payment of the capital expenditures or eighteen months after the property is placed in service. Such advancements shall not exceed the loan amount authorized in this Resolution unless the same are for preliminary expenditures or unless another declaration of intention is adopted.

PASSED AND APPROVED this 5th day of September, 2017.

Mayor

ATTEST:

City Clerk

City Council Regular

8.A.4.

Meeting Date: 09/05/2017

Subject

2017 Drainage Repair Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Resolution ordering construction of certain public improvements and fixing a date for hearing (September 18, 2017) and taking of bids (September 13, 2017)

Information

The RFP for this project was presented to Council at the August 21, 2017 meeting and it was the consensus to move forward with this project.

In your packet is the resolution that sets September 13, 2017 as the date to receive bids and September 28, 2017 as a public hearing for the 2017 Drainage Repair Projects.

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

Roll call is in order.

Fiscal Impact

Attachments

Resolution

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

Present:

Absent:

Council Member _____ introduced the following Resolution entitled "RESOLUTION ORDERING CONSTRUCTION OF CERTAIN PUBLIC IMPROVEMENTS AND FIXING A DATE FOR HEARING AND TAKING OF BIDS", and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES:

NAYS:

Whereupon, the Mayor declared the following resolution duly adopted:

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

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

2017 Drainage Repairs Projects

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

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

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

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

2017 Drainage Repairs Project

The construction to be included is as follows:

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

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

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

Section 3. A public hearing on the plans, specifications, form of contract and estimated costs of the public improvements will be held in the City Council Chambers in the Indianola Municipal Building, 110 North 1st Street, Indianola, Iowa, at 7:00 p.m. on September 18, 2017, at which time and place the City Council will consider the adoption of the plans, specifications, form of contract and estimate of costs and will consider any

objections offered for the construction of the contemplated public improvements.

Section 4. In accordance with previous direction by the City Council and the notice to bidders posted in accordance with Iowa Code Section 26.3, sealed proposals will be received by the City Council at the Municipal Building, Indianola, Iowa, until 2:00 p.m. on September 13, 2017. Diana Bowlin, City Clerk, is hereby authorized and directed at 2:00 p.m. on that date to open and tabulate the results of all sealed bids received. The bids will be acted upon by the City Council at its regular meeting to be held in the council chambers of the Indianola Municipal Building, Indianola, Iowa, at 7:00 p.m. on September 18, 2017, or at such later time and place as may then be fixed.

Section 5. BE IT FURTHER RESOLVED, that the City Council acknowledges that the City Clerk of the City of Indianola has posted a notice to bidders once in a relevant contractor plan room service with statewide circulation and a relevant construction lead generating service with statewide circulation and on an internet site sponsored by either the City of Indianola or a statewide association that represents the City of Indianola. Posting was not less than thirteen clear days nor more than forty-five days prior to September 13, 2017, which is hereby fixed as the date for receiving bids. The bids are to be filed prior to 2:00 P.M., on such date.

Section 6. BE IT FURTHER RESOLVED, that the City Clerk be and is hereby directed to publish notice of hearing once in the "Indianola Record Herald and Tribune", a legal newspaper, printed wholly in the English language, published at least once weekly and having general circulation in this City. Publication shall be not less than four clear days nor more than twenty days prior to the date hereinafter fixed as the date for a public hearing on the plans, specifications, form of contract and estimate of costs for the project, the hearing to be at 7:00 P.M. on September 18, 2017.

PASSED AND APPROVED this 5th day of September 2017.

KELLY B. SHAW, MAYOR

ATTEST:

DIANA BOWLIN, CITY CLERK

City Council Regular

8.A.5.

Meeting Date: 09/05/2017

Subject

2017 Morlock Lift Station and Force Main Project

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Public hearing on the adoption of plans, specs, form of contract and estimate of cost

Information

The first item is to hold a public hearing on the plans, specs, form of contract and estimate of cost.

The project shall consist of furnish and install all labor, materials and equipment for the construction of the sanitary sewer force main and pump station improvements for the Morlock Lift Station and Force Main Improvements. The improvements include but not limited to: installation of approximately 4,400 linear feet of force main sanitary sewer, manholes, connections, tunneling, removals, installation of valve vault structure and piping, modifications to the existing Morlock Lift Station, utility connections, pavement, together with related subsidiary and incidental work in accordance with the plans and specifications.

Tentative schedule:

- August 31, 2017 - Bid opening at 10:00 a.m.
- September 5, 2017 - Public hearing and award of contract
- September 18, 2017 - Environmental public hearing, resolution for purchase of easements

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Resolution adopting plans, specs, form of contract and estimate of cost

Information

The next item to consider is the resolution adopting plans, specs, form of contract and estimate of cost.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

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

Present:

Absent:

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Morlock Lift Station and Force Main Improvement Project (Construction), the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: NAYS: ABSENT: Whereupon the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2017-_____
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the 21st day of August, 2017, plans, specifications, form of contract, estimate of cost were filed with the City Clerk for the City of Indianola, for certain public improvements described in general as the 2017 Morlock Lift Station and Force Main Improvements Project (Construction), for the City of Indianola, Iowa, and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

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

Section 1. The plans, specifications, form of contract and estimate of cost are approved as the plans, specifications, form of contract and estimate of cost for the public improvements described in the preamble of this Resolution.

PASSED AND APPROVED this 5th day of September, 2017.

Kelly B. Shaw, Mayor

ATTEST:

DIANA BOWLIN, City Clerk

The Mayor then announced that the following bids had been opened and tabulated the bids for the public improvements described in general as the 2017 Morlock Lift Station and Force Main Improvement Project (Construction) for the City of Indianola, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

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

Company	Total Bid
McAninch Corp Des Moines, Iowa	\$1,300,487.00
Keller Excavating Inc. Boone, Iowa	\$1,243,387.00
Vanderpool Construction Indianola, Iowa	\$1,046,087.00
Greff Excavating Toledo, Iowa	\$1,112,325.00
Joiner Construction Plano, Iowa	\$1,004,093.00
J&K Construction Ames, Iowa	\$1,192,458.00
Pleva Mechanical Woodward, Iowa	\$1,283,421.08

The Finance Director then recommended that the bid of Joiner Construction in the amount of \$1,004,093.00 be accepted.

Meeting Date: 09/05/2017

Subject

Resolution awarding contract to Joiner Construction in the amount of \$1,004,093.00

Information

The final item to consider is the resolution awarding contract. The following bids were received on August 31st.

Company	Bid
McAninch Corp Des Moines, Iowa	\$1,300,487.00
Keller Excavating Inc. Boone, Iowa	\$1,243,387.00
Vanderpool Construction Indianola, Iowa	\$1,046,087.00
Greff Excavating Toledo, Iowa	\$1,112,325.00
Joiner Construction Plano, Iowa	\$1,004,093.00
J&K Contracting, Inc. Ames, Iowa	\$1,192,458.00
Pleva Mechanical Woodward, Iowa	\$1,283,421.08

The engineers opinion of probable construction cost is \$1,060,000.00

HR Green and staff recommend Joiner Construction in an amount of \$1,004,093.00 (packet).

Roll call is in order.

Fiscal Impact**Attachments**Resolution
HR Green Letter
Bid Tab

Council member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2017-_____

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

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

Section 1. The bid of _____ in the amount of \$_____ for the 2017 Morlock Lift Station Force Main Project, for the City of Indianola, Iowa, described in the plans and specifications previously adopted by this City Council on the 5th day of September, 2017, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The Mayor and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the City Council until approved by the City Council.

PASSED AND APPROVED this 5th day of September, 2017.

KELLY B. SHAW, Mayor

ATTEST:

DIANA BOWLIN, City Clerk



August 31, 2017

Mr. Ryan Waller
City Manager
110 N. 1st Street
P.O. Box 299
Indianola, IA 50125

Re: BID OPENING – MORLOCK LIFT STATION AND FORCE MAIN IMPROVEMENTS

Dear Ryan:

Bids were received on Thursday, August 31st for the Morlock Lift Station and Force Main Improvements project. Seven (7) bids were received for the project. The bids received, as well as Engineer's Opinion of Probable Cost, are summarized below. A complete Bid Tabulation for the project is enclosed.

1. Joiner Construction Co. Inc.	\$ 1,004,093
2. Vanderpool Construction	\$ 1,046,087
3. Graff Excavating Inc.	\$ 1,112,325
4. J&K Contracting LLC	\$ 1,192,458
5. Keller Excavating	\$ 1,243,387
6. Pleva Mechanical, Inc.	\$ 1,283,421.08
7. McAninch Corporation	\$ 1,300,487

Engineers Opinion of Probable Construction Cost \$ 1,060,000

Joiner Construction's bid has been reviewed for completeness and accuracy, and the bidder submitted a completed Bid Form, Bid Bond, and appropriate attachments. HR Green has contacted Joiner Construction Co. Inc. to discuss the bid and to verify that all items shown on the construction documents have been addressed.

As a result of our review, the following determinations have been made:

- *Bids were competitive. Seven bids received. The range in bids was approximately \$296,000 with two bidders submitting bids below the Engineer's Opinion of Probable Construction Cost.*
- *The low bid received was approximately 5.3% less than the Engineer's Opinion of Probable Construction Cost.*
- *No issues with construction schedule were raised by the bidders and more specifically Joiner Construction.*
- *Joiner Construction Co. Inc. has the staff available to complete the work with an experienced Project Manager leading the charge.*

We believe the bids received for the project accurately reflect a fair cost to do the work in Indianola. Additionally, we believe a competitive bidding environment helped to get lower bids for the City. Therefore, we recommend Award of the contract for the base bid of \$ 1,004,093 to Joiner Construction Co. Inc. Please review this recommendation and let us know how you wish to proceed. We will forward contract documents to Joiner Construction for their execution and processing after we hear from you.

If you have questions, or need further information, please let me know.

Sincerely,
HR Green, Inc.



James R Rasmussen, P.E.
Vice President

Enclosure

Cc: Diana Bowlin, City Clerk
Rick Graves, Wastewater Superintendent

H. R. GREEN, INC.
5525 MERLE HAY RD., STE. 200
JOHNSTON, IOWA 50131
PH: 515-278-2913
FAX: 515-278-1846



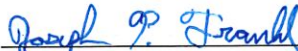
BID TABULATION
Morlock Lift Station and Force Main Improvements
City of Indianola, Iowa

Bid Date: 8/31/2017 - 10:00 A.M.
HR Green Project No. 160318

Engineer's Estimate of Probable Cost - \$1,060,000

					Joiner Const. Co. Inc. 11996 490th St. Plano, IA 52581		Vanderpool Construction 1100 North 14th St. Indianola, IA 50125		Graff Excavating Inc. 803 East State St Toledo, IA 52342		J & K Contracting LLC 1307 E. Lincolnway Ames, IA 50010		Keller Excavating 1133 155th Street Boone, IA 50036		Pleva Mechanical, Inc. 13420 Bittersweet Rd Woodward, IA 50276		McAninch Corporation 4001 Delaware Avenue Des Moines, IA 50313	
Bid Date: 8/31/2017 - 10:00 A.M. HR Green Project No. 160318 Engineer's Estimate of Probable Cost - \$1,060,000			UNIT	QUANTITY	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	MOBILIZATION	LS	1	\$ 30,000.00	\$ 30,000.00	\$ 19,220.00	\$ 19,220.00	\$ 70,000.00	\$ 70,000.00	\$ 45,000.00	\$ 45,000.00	\$ 27,000.00	\$ 27,000.00	\$ 51,000.00	\$ 51,000.00	\$ 95,507.30	\$ 95,507.30	
2	CONSTRUCTION SURVEY	LS	1	20,000.00	20,000.00	5,980.00	5,980.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00	7,200.00	7,200.00	7,350.00	7,350.00	
3	TRAFFIC CONTROL	LS	1	8,500.00	8,500.00	2,600.00	2,600.00	5,000.00	5,000.00	2,600.00	2,600.00	2,800.00	2,800.00	10,000.00	10,000.00	3,728.00	3,728.00	
4	TEMPORARY WASTEWATER BYPASS PUMPING	LS	1	40,000.00	40,000.00	40,850.00	40,850.00	40,000.00	40,000.00	48,000.00	48,000.00	120,000.00	120,000.00	45,000.00	45,000.00	56,313.50	56,313.50	
5	LIFT STATION IMPROVEMENTS	LS	1	350,000.00	350,000.00	483,500.00	483,500.00	380,000.00	380,000.00	515,000.00	515,000.00	507,600.00	507,600.00	466,609.00	466,609.00	498,536.60	498,536.60	
6	METER VAULT	LS	1	95,000.00	95,000.00	66,500.00	66,500.00	110,000.00	110,000.00	80,000.00	80,000.00	74,500.00	74,500.00	124,000.00	124,000.00	72,005.00	72,005.00	
7	CLEARING & GRUBBING	LS	1	7,500.00	7,500.00	9,400.00	9,400.00	10,000.00	10,000.00	45,000.00	45,000.00	4,000.00	4,000.00	5,000.00	5,000.00	10,500.00	10,500.00	
8	TOPSOIL, ON-SITE	CY	1500	20.00	30,000.00	2.50	3,750.00	2.50	3,750.00	10.00	15,000.00	6.00	9,000.00	7.00	10,500.00	16.50	24,750.00	
9	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 16" UNRESTRAINED JOINT	LF	3447	59.00	203,373.00	46.00	158,562.00	60.00	206,820.00	54.00	186,138.00	76.00	261,972.00	85.00	292,995.00	55.15	190,102.05	
10	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 16" RESTRAINED JOINT	LF	180	85.00	15,300.00	100.00	18,000.00	90.00	16,200.00	87.00	15,660.00	106.00	19,080.00	108.67	19,560.60	107.00	19,260.00	
11	SANITARY SEWER FORCE MAIN, TRENCHED, PVC, 12" RESTRAINED JOINT	LF	68	80.00	5,440.00	167.00	11,356.00	80.00	5,440.00	110.00	7,480.00	75.00	5,100.00	73.86	5,022.48	75.50	5,134.00	
12	SANITARY SEWER FORCE MAIN, TRENCHLESS, PVC, 16" RESTAINED JOINT	LF	700	140.00	98,000.00	156.00	109,200.00	225.00	157,500.00	163.00	114,100.00	140.00	98,000.00	177.70	124,390.00	307.39	215,173.00	
13	SEWAGE AIR RELEASE VALVE AND PIT	EA	1	20,000.00	20,000.00	19,740.00	19,740.00	15,000.00	15,000.00	19,000.00	19,000.00	17,000.00	17,000.00	20,848.00	20,848.00	16,832.00	16,832.00	
14	FITTING, DI, MJ, 45 DEGREE BEND, 16"	EA	8	1,750.00	14,000.00	2,280.00	18,240.00	1,750.00	14,000.00	2,300.00	18,400.00	2,000.00	16,000.00	1,918.00	15,344.00	1,762.00	14,096.00	
15	FITTING, DI, MJ, 45 DEGREE BEND, 12"	EA	4	1,000.00	4,000.00	1,286.00	5,144.00	1,000.00	4,000.00	1,500.00	6,000.00	960.00	3,840.00	1,186.00	4,744.00	738.00	2,952.00	
16	FITTING, DI, MJ, 22.5 DEGREE BEND, 16"	EA	5	1,600.00	8,000.00	2,121.00	10,605.00	1,500.00	7,500.00	2,100.00	10,500.00	1,660.00	8,300.00	1,906.00	9,530.00	1,541.00	7,705.00	
17	TRACER WIRE SYSTEM	LS	1	3,500.00	3,500.00	2,650.00	2,650.00	2,500.00	2,500.00	2,500.00	2,500.00	5,000.00	5,000.00	3,425.00	3,425.00	3,078.00	3,078.00	
18	CONNECTION TO EXISTING MANHOLE	EA	1	2,500.00	2,500.00	6,865.00	6,865.00	5,000.00	5,000.00	5,200.00	5,200.00	4,000.00	4,000.00	3,000.00	3,000.00	6,583.00	6,583.00	
19	GRANULAR SURFACING, REMOVE AND REPLACE	SY	600	17.00	10,200.00	19.50	11,700.00	14.00	8,400.00	21.00	12,600.00	20.00	12,000.00	29.50	17,700.00	20.00	12,000.00	
20	DRIVEWAY, GRANULAR	SY	160	15.00	2,400.00	18.50	2,960.00	14.00	2,240.00	32.00	5,120.00	20.00	3,200.00	29.50	4,720.00	15.50	2,480.00	
21	FULL DEPTH PAVEMENT PATCH, PCC	SY	105	60.00	6,300.00	163.00	17,115.00	125.00	13,125.00	105.00	11,025.00	120.00	12,600.00	155.00	16,275.00	113.30	11,896.50	
22	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	ACRE	0.25	5,000.00	1,250.00	5,540.00	1,385.00	6,000.00	1,500.00	5,500.00	1,375.00	5,500.00	1,375.00	6,700.00	1,675.00	5,250.00	1,312.50	
23	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2	ACRE	0.5	5,000.00	2,500.00	4,430.00	2,215.00	5,000.00	2,500.00	4,400.00	2,200.00	4,400.00	2,200.00	5,400.00	2,700.00	4,200.00	2,100.00	
24	SWPPP-PREPARATION	LS	1	2,500.00	2,500.00	1,665.00	1,665.00	2,000.00	2,000.00	2,000.00	2,000.00	1,700.00	1,700.00	2,000.00	2,000.00	1,575.00	1,575.00	
25	SWPPP-MANAGEMENT	LS	1	3,500.00	3,500.00	2,745.00	2,745.00	3,000.00	3,000.00	2,700.00	2,700.00	3,000.00	3,000.00	3,300.00	3,300.00	2,598.75	2,598.75	
26	SILT FENCE	LF	1500	4.00	6,000.00	1.94	2,910.00	2.25	3,375.00	1.90	2,850.00	2.00	3,000.00	2.30	3,450.00	1.85	2,775.00	
27	FILTER SOCK	LF	1500	4.00	6,000.00	1.94	2,910.00	2.25	3,375.00	1.90	2,850.00	2.00	3,000.00	2.30	3,450.00	1.85	2,775.00	
28	CHAIN LINK FENCE, GALVANIZED STEEL, 6' HEIGHT	LF	100	40.00	4,000.00	41.50	4,150.00	80.00	8,000.00	41.00	4,100.00	80.00	8,000.00	50.00	5,000.00	65.85	6,585.00	
29	ROLLING GATE, GALVANIZED STEEL, 6' HEIGHT, 24' WIDTH	EA	1	3,000.00	3,000.00	2,840.00	2,840.00	4,000.00	4,000.00	2,800.00	2,800.00	3,000.00	3,000.00	3,408.00	3,408.00	2,683.80	2,683.80	
30	BARBED WIRE FENCE, REMOVE AND REPLACE	LF	70	19.00	1,330.00	19.00	1,330.00	30.00	2,100.00	18.00	1,260.00	16.00	1,120.00	22.50	1,575.00	30.00	2,100.00	
	Total				\$ 1,004,093.00		\$ 1,046,087.00		\$ 1,112,325.00		\$ 1,192,458.00		\$ 1,243,387.00		\$ 1,283,421.08		\$ 1,300,487.00	

I hereby certify that this is a true and correct tabulation of bids
received August 31, 2017 for Morlock Lift Station and Force Main
Improvements, City of Indianola, IA


Joseph P. Frankl, P.E., License Number 23145

August 31, 2017
Date

Meeting Date: 09/05/2017

Subject

2017 Morlock Lift Station Downstream Gravity Sewer Improvements

Information

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Public hearing on the adoption of plans, specs, form of contract and estimate of cost

Information

Council needs to hold a public hearing on the resolution adopting plans, specs, form of contract and estimate of cost.

The project shall consist of furnish and install all labor, materials and equipment for the construction of the sanitary sewer and street improvements for the Morlock Lift Station Downstream Gravity Sewer Improvements. The improvements include but not limited to: installation of approximately 3,400 linear feet of gravity sanitary sewer, manholes, connections, tunneling, removals, installation of approximately 2,900 square yards of city street, utility connections, driveways, sidewalk together with related subsidiary and incidental work in accordance with the plans and specifications.

Tentative schedule:

- August 28, 2017 - Bid opening at 10:00 a.m.
- September 5, 2017 - Public hearing and award of contract
- September 18, 2017 - Environmental public hearing, resolution for purchase of easements

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Resolution adopting plans, specs, form of contract and estimate of cost

Information

The next item is to consider the resolution adopting plans, specs, form of contract and estimate of cost (packet).

Roll call is in order.

Fiscal Impact

Attachments

Resolutions

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

Present:

Absent:

This being the time and place fixed for a public hearing on the matter of the adoption of plans, specifications, form of contract and estimate of cost relative to the 2017 Morlock Lift Station Downstream Gravity Sewer Improvement Project, the Mayor called for any oral objections to the adoption of the plans, specifications, form of contract and estimate of cost. No oral objections were offered and the City Clerk reported that no written objections had been filed.

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATE OF COST", and moved that it be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was, AYES: NAYS:None. ABSENT: Whereupon the Mayor declared the following resolution duly adopted:

RESOLUTION NO. 2017-_____
RESOLUTION ADOPTING PLANS, SPECIFICATIONS,
FORM OF CONTRACT AND ESTIMATE OF COST

WHEREAS, on the 21st day of August, 2017, plans, specifications, form of contract estimate of cost were filed with the City Clerk for the City of Indianola, for certain public improvements described in general as the 2017 Morlock Lift Station Downstream Gravity Sewer Improvements Project, for the City of Indianola, Iowa, and

WHEREAS, notice of hearing on plans, specifications, form of contract and estimate of costs of the public improvements was published as required by law.

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

Section 1. The plans, specifications, form of contract and estimate of cost are approved as the plans, specifications, form of contract and estimate of cost for the public improvements described in the preamble of this Resolution.

PASSED AND APPROVED this 5th day of September, 2017.

Kelly B. Shaw, Mayor

ATTEST:

DIANA BOWLIN, City Clerk

The Mayor then announced that the following bids had been opened and tabulated the bids for the public improvements described in general as the 2017 Morlock Lift Station Downstream Gravity Sewer Main Improvement Project for the City of Indianola, Indianola, Iowa, in accordance with the plans and specifications previously adopted.

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

Company	Total Bid
J&K Contracting Ames, Iowa	\$1,882,222.00

The Finance Director then recommended that the bid of J&K Contracting in the amount of \$1,882,222.00 be accepted.

Meeting Date: 09/05/2017

Subject

Resolution awarding contract to J&K Contracting in the amount of \$1,882,222.00

Information

The final item to consider is the resolution awarding the contract. The following bids were received on August 31, 2017:

J&K Contracting	\$1,882,222.00
Ames, Iowa	

The engineers opinion of probable construction cost is \$1,860,000.00

HR Green and staff recommend the bid from J&K Contracting in an amount of \$1,882,222.00 (packet).

Roll call is in order.

Fiscal Impact

Attachments

Bid Tab
HR Green Recommendation
Resolution

H. R. GREEN, INC.
5525 MERLE HAY RD., STE. 200
JOHNSTON, IOWA 50131
PH: 515-278-2913
FAX: 515-278-1846



BID TABULATION
Morlock Lift Station Downstream Gravity Sewer Improvements
City of Indianola, Iowa

Bid Date: 8/28/2017 - 10:00 A.M.
HR Green Project No. 160318
Engineer's Estimate of Probable Cost - \$1,860,176

J&K Contracting, LLC
1307 E. Lincoln Way
Ames, IA 50010

	UNIT	QUANTITY	Unit Price	Total
1 MOBILIZATION/GENERAL REQUIREMENTS	LS	1	\$ 65,000.00	\$ 65,000.00
2 CONSTRUCTION SURVEY	LS	1	11,000.00	11,000.00
3 TRAFFIC CONTROL	LS	1	8,500.00	8,500.00
4 TEMPORARY WASTEWATER BYPASS PUMPING	LS	1	100,000.00	100,000.00
5 ALLOWANCE FOR GOLF COURSE RESTORATION	LS	1	30,000.00	30,000.00
6 CLEARING & GRUBBING	LS	1	100,000.00	100,000.00
7 TOPSOIL, ON-SITE	CY	2667	15.00	40,005.00
8 SUBGRADE PREPARATION	SY	3326	4.00	13,304.00
9 MODIFIED SUBBASE, 6" DEPTH	SY	3326	9.00	29,934.00
10 TRENCH COMPACTION TESTING	LS	1	6,500.00	6,500.00
11 SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 24"	LF	3242	155.00	502,510.00
12 SANITARY SEWER GRAVITY MAIN WITH CASING PIPE, TRENCHLESS, PVC, 24"	LF	183	900.00	164,700.00
13 SANITARY SEWER SERVICE RELOCATION	EA	13	4,000.00	52,000.00
14 REMOVAL OF SANITARY SEWER, RCP, 21"	LF	20	10.00	200.00
15 REMOVAL OF SANITARY SEWER, RCP, 15"	LF	71	6.00	426.00
16 REMOVAL OF SANITARY SEWER, PVC TRUSS, 8"	LF	852	3.00	2,556.00
17 STORM SEWER, TRENCHED, RCP, 15"	LF	682	95.00	64,790.00
18 REMOVAL OF STORM SEWER, RCP, 15"	LF	640	5.00	3,200.00
19 SUBDRAIN, TYPE 1 (LONGITUDINAL), CASE B, PVC, 6"	LF	1455	19.00	27,645.00
20 SUBDRAIN CLEANOUT, TYPE A-1, PVC, 6"	EA	7	550.00	3,850.00
21 SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 6"	EA	8	450.00	3,600.00
22 STORM SEWER SERVICE STUB	EA	3	1,300.00	3,900.00
23 MANHOLE, SW-301, 48" DIAMETER	EA	20	5,900.00	118,000.00
24 MANHOLE, SW-401, 48" DIAMETER	EA	3	3,800.00	11,400.00
25 INTAKE, SW-505	EA	5	4,200.00	21,000.00
26 INTAKE, SW-506	EA	2	6,200.00	12,400.00
27 DROP CONNECTION, 8" DIAMETER	EA	4	4,700.00	18,800.00
28 DROP CONNECTION, 15" DIAMETER	EA	1	10,700.00	10,700.00
29 CONNECTION TO EXISTING MANHOLE	EA	2	10,000.00	20,000.00
30 REMOVE MANHOLE, FULL-DEPTH	EA	9	2,200.00	19,800.00
31 REMOVE MANHOLE, PARTIAL DEPTH	EA	9	2,700.00	24,300.00
32 PAVEMENT, PCC, 7" THICKNESS	SY	2867	49.00	140,483.00
33 PCC CURB AND GUTTER	LF	300	38.00	11,400.00
34 DRIVEWAY REMOVAL, PCC	SY	362	12.00	4,344.00
35 SIDEWALK REMOVAL	SY	30	10.00	300.00
36 SIDEWALK, PCC, 6" THICKNESS	SY	13	80.00	1,040.00
37 SIDEWALK, PCC, 4" THICKNESS	SY	16	65.00	1,040.00
38 DETECTABLE WARNING	SF	16	38.00	608.00
39 DRIVEWAY, PAVED, PCC, 6" THICKNESS	SY	362	55.00	19,910.00
40 DRIVEWAY, GRANULAR	SY	258	17.00	4,386.00
41 FULL DEPTH PATCH, PCC	SY	182	65.00	11,830.00
42 FULL DEPTH PATCH, HMA	SY	570	165.00	94,050.00
43 PAVEMENT REMOVAL	SY	2867	13.00	37,271.00
44 HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 1	ACRE	0.82	4,400.00	3,608.00
45 HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING, TYPE 2	ACRE	0.33	4,400.00	1,452.00
46 SWPPP-PREPARATION	LS	1	1,600.00	1,600.00
47 SWPPP-MANAGEMENT	LS	1	3,600.00	3,600.00
48 SILT FENCE	LF	2300	1.90	4,370.00
49 FILTER SOCK	LF	2300	1.90	4,370.00
50 STABILIZED CONSTRUCTION ENTRANCE	SY	244	35.00	8,540.00
51 MAINTENANCE OF POSTAL SERVICE	LS	1	4,000.00	4,000.00
52 MAINTENANCE OF SOLID WASTE COLLECTION	LS	1	6,000.00	6,000.00
53 CREEK CROSSING	LS	1	28,000.00	28,000.00
Total			\$	1,882,222.00

I hereby certify that this is a true and correct tabulation of bids
received August 28, 2017 for Morlock Lift Station Downstream Gravity Sewer Improvements,
City of Indianola, IA

Joseph P. Frankl
Joseph P. Frankl, P.E., License Number 23145

August 28, 2017

Date



August 29, 2017

Mr. Ryan Waller
City Manager
110 N. 1st Street
P.O. Box 299
Indianola, IA 50125

Re: BID OPENING – MORLOCK LIFT STATION DOWNSTREAM GRAVITY SEWER
IMPROVEMENTS

Dear Ryan:

Bids were received on Monday, August 28th for the Morlock Lift Station Downstream Gravity Sewer project. One bid was received for the project. The bid received, as well as Engineer's Opinion of Probable Cost, are summarized below. A complete Bid Tabulation for the project is enclosed.

J&K Contracting, LLC	\$ 1,882,222
Engineers Opinion of Probable Construction Cost	\$ 1,860,000

J&K Contracting's bid has been reviewed for completeness and accuracy, and the bidder submitted a completed Bid Form, Bid Bond, and appropriate attachments. HR Green has contacted J&K to discuss the bid and to verify that all items shown on the construction documents have been addressed.

As a result of our review, the following determinations have been made:

- *Only one bid received. This project is a difficult project that involves multiple construction crews. Feedback from contractors was that there were too many potential issues and coordination items. We feel that J&K's bid was not adjusted for being the only bid and it is fair and representative for the work involved.*
- *The low bid received was approximately equal (1% higher) to the Engineers Opinion of Probable Construction Cost.*
- *Schedule for completion allowed for work to be completed as required within the completion dates. No issues were brought up about schedule problems in discussions with J&K.*
- *J&K has the staff locally available to complete the work with an experienced Project Manager and Superintendent that have worked on similar projects.*

We believe the bids received for the project accurately reflect a fair cost to do the work in Indianola. Additionally, we believe that rebidding the project to get more bidding competition would not likely result in lower bids for the City. Therefore, we recommend Award of the contract for the base bid of \$ 1,882,222 to J&K Contracting, LLC. Please review this recommendation and let us know how you wish to proceed. We will forward contract documents to J&K for their execution and processing after we hear from you.

If you have questions, or need further information, please let me know.

Sincerely,
HR Green, Inc.



James R Rasmussen, P.E.
Vice President

Enclosure

Cc: Diana Bowlin, City Clerk
Rick Graves, Wastewater Superintendent

Council member _____ introduced the following resolution entitled "RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT", and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called and the vote was:

AYES:

NAYS:

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION NO. 2017-_____

RESOLUTION MAKING AWARD OF CONSTRUCTION CONTRACT

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

Section 1. The bid of _____ in the amount of \$_____ for the 2017 Morlock Lift Station Downstream Gravity Sewer Improvements, for the City of Indianola, Iowa, described in the plans and specifications previously adopted by this City Council on the 5th day of September, 2017, is accepted, it being the lowest responsible bid for the work and materials.

Section 2. The Mayor and the City Clerk are directed to execute a contract with the contractor for the construction of the public improvement. The contract not to be binding on the City Council until approved by the City Council.

PASSED AND APPROVED this 5th day of September, 2017.

KELLY B. SHAW, Mayor

ATTEST:

DIANA BOWLIN, City Clerk

Meeting Date: 09/05/2017

Subject

Resolution approving a private Sanitary Sewer Line Easement for Sharon Hulen and New Heights Church

Information

In your packet is the resolution approving the private sanitary sewer line easement (packet) for Sharon Hulen and New Heights Church. The grantee (Sharon Hulen and New Heights Church) acknowledges that a frontage road exists over the easement area and shall not erect any fence or other structure under, over, on, through, across or within the Easements Area without obtaining the prior written consent of the City.

Roll call is in order.

Fiscal Impact

Attachments

Easement
Resolution

WHEN RECORDED RETURN TO:

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

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

PRIVATE SANITARY SEWER LINE EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned City of Indianola, County of Warren, State of Iowa, hereinafter referred to as "Grantor" or "City", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by Sharon Hulen and New Heights Church, receipt of which is hereby acknowledged, does hereby sell, grant and convey unto Sharon Hulen, an individual, and New Heights Church in the County of Warren, State of Iowa, hereinafter referred to as "Grantee", a permanent Private Sanitary Sewer Line easement under, through, and across the following described real estate:

The South 20 feet of A parcel of land located in Lot 5 of Hulen's Sub-division, in Warren County, Iowa, lying on the east side of part of the following described centerline of Primary Road No. U.S. 69 and U.S. 65 as shown on Official plans for Project FN-69-3(4)—21-91.

The centerline, designated by Station points 100 ft. apart, numbered consecutively from south to north is described as follows: Commencing at a point on the NW Corner of Section 19, T76N, R23W of the 5th P.M., Warren County, Iowa, thence South 456.4 ft. to Sta. 606+00.00, the Point of Beginning, thence South 400.0 ft. to Sta. 602+00.0.

Said parcel is described as follows: all that part of said Lot 5 that lies westerly of a line beginning at a point 120 ft. normally distant Easterly from said centerline on the south line of said Lot 5, thence to a point 120 ft. normally distant easterly from Sta. 604+15.0, thence to a point 135 ft. normally distant easterly from Sta. 604+15.0, thence to a point 135 ft. normally distant easterly from said centerline, on the north line of said Lot 5. ("Easement Area")

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following improvements:

Private Sanitary Sewer Line

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantee acknowledges that a frontage road exists over the Easement Area. Grantee, her assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantee cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.
2. Change of Grade Prohibited. Grantee, her assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantee, her grantees, assigns or transferees.
3. Right of Access. Grantee shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto.
4. Property to be Restored. Grantee shall restore the Easement Area after exercising her rights hereunder.
5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the Grantee's exercise of this Easement. Grantee agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantee or her agents or representatives.
6. Easement Benefit. This Easement shall be for the benefit of the Grantee, her successors and assigns.
7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor.
8. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

The Grantor does hereby covenant with the said Grantee that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____, 2017.

CITY OF INDIANOLA, IOWA

By: _____
Kelly B. Shaw, Mayor

Attest:

By: _____
Diana Bowlin, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ____ day of August, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kelly B. Shaw and Diana Bowlin, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola, Iowa, on the ____ day of August, 2017, and the said Kelly B. Shaw and Diana Bowlin acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

RESOLUTION NO. 2017 -

**RESOLUTION APPROVING PRIVATE SANITARY SEWER AGREEMENT
FROM THE CITY OF INDIANOLA TO SHARON HULEN AND NEW HEIGHTS
CHURCH**

WHEREAS, the State of Iowa transferred jurisdiction of a frontage road along Highway 69 to the City of Indianola, Iowa and the City will be receiving a Deed from the State transferring the underlying fee title to the City; and

WHEREAS, Sharon Hulen and New Heights Church need an easement under a portion of the frontage road for purposes of installing a private sanitary sewer line to the church's property; and

WHEREAS, the City has prepared and presented a Private Sanitary Sewer Agreement that is acceptable to Sharon Hulen and New Heights Church in the form attached hereto as Exhibit "A"; and

WHEREAS, the City Council of the City of Indianola, Iowa believes it is in the best interest of the City to enter into the Private Sanitary Sewer Easement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Private Sanitary Sewer Easement in the form attached as Exhibit "A" is hereby approved.

BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the Mayor and City Clerk are directed to execute the Easement, and the City Clerk is directed to record the same.

Dated this 5th day of September 2017.

Kelly Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

City Council Regular**8.A.8.****Meeting Date:** 09/05/2017

Subject

Resolution approving Brick Gentry Law Firm as the City's Prosecutor

Information

At the July 18th council meeting an RFP for the City Prosecutor Services was presented. RFP's were sent to the following firms, was posted on the Iowa League of Cities Web Site, the City's Web Site and Facebook:

Eslick Law Firm - Indianola, Iowa
Robak Law Firm - Indianola, Iowa
Hall Law Firm - Indianola, Iowa
Wilson, Fowler, Fusco Law Firm, Indianola
Ouderkirk Law Firm - Indianola, Iowa
Elgin, Patin & Strong Law Firm - Indianola, Iowa
Brick Gentry Law Firm - Des Moines, Iowa

The RFP was mailed on July 19, 2017 and the following proposal (packet) was received on August 21, 2017:

Brick Gentry PC 6701 Westown Parkway, Suite 100 West Des Moines, Iowa 50266	\$150.00/hour - legal services (charges include but not limited to, attendance at meetings, telephone & office conferences with clients, consultants, conferences, among other legal personnel; factual investigations; legal research, drafting of letters, pleadings and other documents; and travel time	
---	---	--

Police Chief Dave Button and Community Development Director Chuck Burgin recommend hiring Brick Gentry PC as the City's Prosecutor (packet).

Roll call is in order.

Fiscal Impact**Attachments**

Resolution
Proposal
Memo

RESOLUTION NO. 2017-____

**RESOLUTION APPROVING BRICK GENTRY LAW FIRM
AS THE CITY'S PROSECUTOR**

WHEREAS, the City Council of the City of Indianola is in need of engaging a City of Indianola's Prosecutor for violations of criminal code ordinances and municipal infraction prosecutions; and

WHEREAS, the attached professional service agreement for the City of Indianola's Prosecutor for violations of criminal code ordinances and municipal infraction prosecutions is hereby approved; and

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

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

APPROVED this 5th day of September, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

OFFICE OF CITY CLERK

AUG 11 2017

INDIANOLA, IOWA

**Brick Gentry, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266**

City of Indianola Prosecution Services

Legal Services Proposal

Contact Persons:

Amy S. Beattie
amy.beattie@brickgentrylaw.com
Telephone: 515-274-1450



Amy S. Beattie
Douglas A. Fulton

T: 515-274-1450
F: 515-274-1488
amy.beattie@brickgentrylaw.com
doug.fulton@brickgentrylaw.com

August 21, 2017

Diana Bowlin, City Clerk
City of Indianola
P.O. Box 299
Indianola, Iowa 50125

Re: Request for Proposal for Legal Services

Dear Ms. Bowlin:

Brick, Gentry, Bowers, Swartz and Levis, P.C., an Iowa professional corporation, doing business as Brick Gentry, P.C. ("Brick Gentry"), submits this Proposal Letter and the enclosed documents in response to the City of Indianola Request for Proposal (the "RFP").

Enclosed with this Letter of Transmittal please find Brick Gentry's proposal for contracted legal services in connection with prosecution services.

The firm contact information is as follows:

Brick Gentry PC
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Firm telephone: 515-274-1450
amy.beattie@brickgentrylaw.com

Amy Beattie will serve as the primary contact, while also allowing the City of Indianola (the "City") to draw upon the vast expertise of the attorneys in the firm, as needed. As a shareholder of Brick Gentry, she has the authority to represent the firm in this matter, negotiate with the City and bind the firm contractually. Her contact information is as follows:

Brick Gentry, P.C.
Legal Services Proposal
Page ii

Amy S. Beattie, Shareholder
Brick Gentry PC
6701 Westown Parkway, Suite 100
West Des Moines, IA 50266
Firm telephone: 515-274-1450
Direct telephone: 515-271-1760
Fax: 515-274-1488
amy.beattie@brickgentrylaw.com

Should the City have any questions or require any additional information concerning this proposal, please do not hesitate to contact Amy. We also welcome the opportunity to provide an oral presentation or answer any interview questions the City may have regarding Brick Gentry's provision of legal services or the information contained in this proposal.

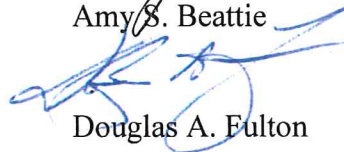
Brick Gentry agrees to be bound by this proposal without modifications, unless mutually agreed by City of Indianola and Brick Gentry. As the City has requested in the RFP, this proposal shall remain open for acceptance by the City for at least one hundred and twenty (120) days following August 21, 2017 and will become part of the contract that is negotiated with the City. Brick Gentry hereby certifies that all of the information contained in this submission is accurate and complete.

Again, thank you for considering Brick Gentry to serve as legal counsel for the City of Indianola Prosecution Services.

Sincerely,



Amy S. Beattie



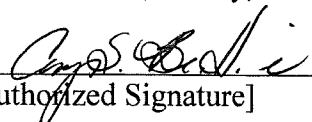
Douglas A. Fulton

ASB/kem
Enclosures

Certification of Proposal to the City

- I. The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to the City in accordance with the Request for Proposal (RFP) and to be bound by the terms and conditions of the RFP.
- II. This Firm has carefully reviewed its proposal and understands and agrees that the City is not responsible for any errors or omissions on the part of the Firm and that the Firm is responsible for these.
- III. It is understood and agreed that the City reserves the right to accept or reject any or all proposals and to waive any informality or irregularity in any proposal received by the City.
- IV. The proposal includes all of the commentary, figures and data required by the RFP.
- V. This Firm has carefully read and understands all of the items contained in Request for Proposals.
- VI. The proposal by this Firm is an irrevocable offer and shall be valid for one hundred and twenty (120) days from the proposal due date.
- VII. Attorneys of the firm who have municipal representation as a substantial portion of their practice are members of the Iowa Municipal Attorneys Association.

Name of Firm: Brick, Gentry, Bowers, Swartz and Levis, P.C.

By:  Date: August 21, 2017
[Authorized Signature]

Name: Amy S. Beattie
Title: Shareholder
Address: 6701 Westown Parkway, Suite 100
West Des Moines, IA 50266

Telephone Number: 515-274-1450
Fax Number: 515-274-1488
Email Address: amy.beattie@brickgentrylaw.com

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10	Firm Potential Conflicts of Interest
11	Summary of Charges

Conceptual Plan

Brick Gentry intends to implement a team approach to providing legal services that meet the various legal needs of the City of Indianola (the “City”) and its staff. Each designated attorney has years of experience handling a variety of legal matters and will make diligent efforts to maintain strong relationships with the City Manager, Police Chief, Development Director and other service providers to ensure the expedient and successful resolution of all matters.

Brick Gentry’s policy regarding client engagement includes the designation of one or two individuals as the point of contact for each client. Accordingly, Amy Beattie will serve as the primary contact for the City with Matt O’Hollearn as the attorney designated to handle prosecutions. She has more than twenty (20) years of experience representing municipalities and other governmental entities. Amy will engage other firm attorneys to handle matters depending on the City’s needs and the other attorneys’ areas of expertise. Matt has more than four years of experience handling matters for municipalities, including prosecutions and enforcement actions. In the event of changes in key personnel assigned to a legal matter involving the City, Amy will communicate with the City regarding such changes and ensure the City’s comfort with the devised course of action. The size of Brick Gentry and the diversity of its attorneys’ expertise allows the firm to provide sound legal direction, advice, counsel, training, consultation and opinions specific to the public sector that include:

- **Prosecution Services.** Brick Gentry currently provides prosecution services for the following cities: Polk City, Huxley, Newton, Nevada, Waukeg, Windsor Heights and Bondurant. In addition, Brick Gentry, through Matt O’Hollearn is providing prosecution services to Indianola on an interim basis, and previously handled prosecutions when Ryan Ellis had a conflict.
- **Enforcement Actions.** Brick Gentry, for each of the cities it represents, provides legal services for nuisance abatement and municipal infractions as needed by the municipality. Such actions have included enforcement against property owners renting without a valid rental certificate, property owners with junk vehicles and overgrown yards and abandoned property.

If retained as legal counsel for City of Indianola Prosecution Services, Brick Gentry would be available immediately to provide legal services. Above all else, Brick Gentry is committed to providing legal services that are focused on City of Indianola’s needs and objectives. As the needs and objectives of the City change, we would willingly expand our own expertise and resources in order to meet those demands. In short, in addition to the legal services City of Indianola is requesting in the RFP, Brick Gentry is prepared, to the extent capable and within reason, to perform any other legal services requested or assigned by the City.

References

Client References:

Polk City, Iowa

City of Polk City, Iowa
Attn: Gary Mahannah
P.O. Box 426
Polk City, Iowa 50226
Telephone: 515.984.6233

Huxley, Iowa

City of Huxley, Iowa
Attn: John Haldeman, City Administrator
City Hall
515 North Main Avenue
Huxley, IA 50124
Telephone: 515.597.2561

Bondurant, Iowa

City of Bondurant, Iowa
Attn: Marketa Oliver, City Administrator
200 2nd Street NE
Bondurant IA 50035
Telephone: 515.967.2418

Statement of Understanding

I. Greater Resolution

At Brick Gentry, we understand that quick resolution is critical when you need an immediate solution. That is why we make it an absolute priority to handle your matter both personally and timely. From start to finish and beyond we stay incredibly invested, taking care of you every step of the way. Because we have the kind of perspective that you only achieve through experience, our work tends to be more efficient. It is this approach to business that has earned us the respect and trust of so many.

II. Personal Approach

At Brick Gentry we believe in achieving the greatest results for every client, every time. Having an outstanding record of success is more than something we strive for; it is something we demand. Our attorneys are highly educated, intensely experienced and deeply committed to the pursuit of excellence. The personal time and attention we invest in every client is part of this commitment. At the end of the day, our clients' success is our own.

III. Client Vested

Brick Gentry attorneys place tremendous value on the satisfaction of their clients. Each client comes to the Firm with unique legal needs. Whatever those needs may be, our clients' success and satisfaction are of the utmost importance. It's our job to bring more to every relationship, regardless of its simplicity or complexity. We will use all the necessary recourses, including state-of-the-art technology, to take our clients' projects to the highest level and we will advise our clients on more than the concerns of the issue at hand, bringing both broad perspective and an informed focus.

IV. Experienced Perspective

What we seek to be is a law firm that is more largely diversified than others. It is the talented people at Brick Gentry who make it unique. While our attorneys are all proficiently experienced, their individual backgrounds and areas of practice run the gamut of the legal profession. This allows us to work collaboratively to achieve the greatest outcome and give clients every conceivable advantage.

Background and Capacity

Firm Background:

Brick Gentry is a West Des Moines-based law firm consisting of thirty-five (35) attorneys. The firm is celebrating its 50th anniversary in 2017. Since its inception, Brick Gentry has been determined to set itself apart, challenging ourselves to provide clients with the highest level of service while fostering a unique environment that is truly founded on partnership. Above all else, client relationships reveal the most about Brick Gentry. We value and take pride in each and every one and strive to excel by becoming our clients' counselor and partner. At Brick Gentry, our objective is simple: provide outstanding personal service to help our clients achieve success.

Brick Gentry's offices are located at 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266. The firm's thirty-five attorneys consist of thirty (30) shareholders and five (5) associate attorneys. Each attorney at Brick Gentry is licensed and qualified to practice law in the State of Iowa and is a member in good standing of the Iowa Bar Association. The firm maintains professional liability insurance through Old Republic General Insurance Corporation.

Brick Gentry provides legal services to individuals, businesses, and governments through the general practice of law and by focusing on the needs of our clients in areas of law that include, without limitation, governmental entity, debtor-creditor, intellectual property, employment, real estate, banking, general corporate/business, and related litigation. As the needs and expectations of our clients change, we are continually expanding our own expertise and resources in order to meet those demands.

Importantly, the attorneys of Brick Gentry have years of experience acting as legal advisors to various municipalities, counties, and Iowa Code Chapter 28E entities. Currently, the firm provides city attorney services for the following municipalities: Ankeny, Bondurant, Huxley, Indianola, Mitchellville, Muscatine, Nevada, Pleasant Hill, Polk City, Waukee, and Windsor Heights. In addition, Brick Gentry advises on various legal matters for other Iowa municipalities, such as employment and labor issues for Atlantic and Council Bluffs and litigation for Adel, Hubbard, Iowa Falls, Johnston, Nevada, Newton, Radcliffe, and West Des Moines.

Along with the firm's representation of municipalities, Brick Gentry handles matters for a number of Iowa counties, from Adams to Woodbury. Brick Gentry also represents many other Chapter 28E entities and other types of governmental entities, such as Des Moines Area Regional Transit Authority, Des Moines Metropolitan Area Solid Waste Authority, NW Iowa Area Solid Waste Agency, Council Bluffs Water Works, Des Moines County Regional Waste Commission, Diamondhead Sanitary Sewer District, Rural Iowa Waste Management Association, the Urbandale Sanitary Sewer District, the Urbandale-Windsor Heights Sanitary District and West Des Moines Water Works.

Given our extensive municipal, county, and Chapter 28E entity experience, Brick Gentry is well-suited to provide the legal services required by the City of Indianola in terms of its prosecution needs.

For over 50 years, Brick Gentry has been determined to set itself apart, challenging ourselves to provide clients with a higher level of service while fostering a unique environment that is truly founded on partnership. Above all else, client relationships reveal the most about Brick Gentry. We value and take pride in each and every one and, ultimately, strive to excel by becoming our clients' counselor and partner. At Brick Gentry our objective is simple: provide outstanding personal service to help our clients achieve success. It is why we love what we do and what truly sets us apart from other firms. At Brick Gentry, we put clients first and we will prove it.

Amy S. Beattie

6701 Westown Parkway, Suite 100 • West Des Moines, Iowa 50266 • (515) 274-1450
amy.beattie@brickgentrylaw.com

Amy is a shareholder with practice primarily in areas of municipal law, real estate transactions, and corporate representation. Outside counsel to various municipalities and governmental entities including a regional airport authority and one of the fastest growing municipalities in Iowa.

EDUCATION

Drake University Law School, Des Moines, Iowa

Juris Doctorate, May, 1983

Tulane University, New Orleans, Louisiana

A.B. Freeman School of Business

M.B.A., May 1989

Los Angeles Baptist College, Newhall, California

B.A., May 1980

PROFESSIONAL EXPERIENCE

Brick Gentry, P.C., West Des Moines, Iowa

Shareholder 1994-Present

Associate, 1989-1994

Shell Oil Company, Houston, Texas

Attorney 1985-1987

As Attorney in the land acquisition department, Amy represented company in acquisitions of easements for drilling and managed workforce acquiring easements in western Michigan.

Skinner, Beattie and Wilson, P.C., Altoona, Iowa

Associate Attorney in general practice firm, 1983-1985

PROFESSIONAL LICENSES & AFFILIATIONS

- Licensed to practice law in Iowa and Louisiana
- Iowa State Bar Association, Member
- Polk County Bar Association, Member
- Louisiana State Bar Association, Member
- Iowa Municipal Attorneys Association

Douglas A. Fulton
2809 County Side Drive
West Des Moines, Iowa 50265
Home phone: (515) 226-9813
Work phone: (515) 274-1450
E-mail: Douglas.fulton@brickgentrylaw.com

EMPLOYMENT

Shareholder
Brick Gentry PC

2007-Present
West Des Moines, Iowa

- Provide counsel to businesses and not for profit entities concerning corporate structure, governance and procedures.
- Provide advice and counsel to institutions and business concerning financing and debtor/creditor issues.
- Member of health law section of firm representing physicians, clinics and health care providers concerning business practices and state and federal laws, regulations and procedures.
- Counsel to cities and counties concerning various issues.
- Involved in sales of business organizations and real estate.
- Provide assistance to business developers and entrepreneurs concerning development of real estate.
- Provide advice to and representation of employers concerning employment and benefit issues in administrative proceedings and state and federal court proceedings.
- Trial experience at all court levels.

Shareholder
Bradshaw, Fowler, Proctor & Fairgrave, P.C.

2002-2007
Des Moines, Iowa

- Experience in Transactional/ Business section of one of Des Moines' largest law firms.
- Assisted in the sale of business entities and assets.
- Member of the firm's Health Law Section
- Involved in the sale of \$80,000,000.00 of real property and the transfer of beneficial ownership interests in special purpose entities.
- Lead trial counsel in litigation involving commercial/business matters.
- Provide legal counsel to employers concerning employment matters and represent employers in employment related litigation
- Assisted medical practitioners and insurers in the implementation of policies and procedures designed to comply with federal privacy laws.
- Assisted in the formation of over 100 new companies and act as counsel concerning corporate governance issues.
- Member of the law firm recruiting committee.
- Prepared and delivered presentations to groups concerning a variety of subjects.

Partner
Connolly, O'Malley, Lillis, Hansen & Olson, L.L.P.

1986-2002
Des Moines, Iowa

- Experience in a wide variety of legal matters in a number of areas, including, but not limited to tort law, healthcare law, employment law, zoning and land-use, debtor-creditor issues, property-tax assessments and other business-related matters.
- Corporate counsel for a large healthcare provider employing over 700 persons.

- Responsible for the preparation of policies and procedures necessary for compliance with federal law.
 - Assisted in the sale of companies and assets and the retirement of public financing bonds.
 - Lead trial counsel in jury trials, bench trials and administrative trials.
 - Partner in charge of employee and administrative issues for a ten-member law firm.
-

EDUCATION

Doctor of Jurisprudence With Honors
DRAKE UNIVERSITY

1985
Des Moines, Iowa

- Graduated 20th out of 155 students in graduating class.
- Named to Dean's List 4 of 5 semesters.
- Cumulative G.P.A.: 3.257 out of 4.0.

Bachelor of Arts-Business\Marketing
UNIVERSITY OF NORTHERN IOWA

1980
Cedar Falls, Iowa

PROFESSIONAL MEMBERSHIPS AND CIVIC ACTIVITIES

- Member, Polk County Bar Association
- Member, Iowa State Bar Association
- Member of the Institutional Review Board for Iowa Methodist Hospital

MATTHEW R. O'HOLLEARN

6701 Westown Parkway, Suite 100 • West Des Moines, Iowa 50327
(515) 274-1450 • matt.ohollearn@brickgentrylaw.com

EXPERIENCE

Brick Gentry, P.C.

West Des Moines, Iowa

Associate Attorney

August 2012 – Present

- An associate in the firm's litigation department practicing primarily in the areas of civil litigation, municipal litigation, and criminal and juvenile defense and appeals.
- Successfully prosecuted two simple misdemeanor jury trial and numerous bench trials.
- Arrange trial notebooks, exhibits, and jury instructions for trial.
- Draft pleadings, motions, affidavits, discovery requests and responses, and trial briefs.
- Work closely with clients, answering inquiries and keeping them informed on case status.

Iowa Court of Appeals

Des Moines, Iowa

Judicial Law Clerk to the Honorable Judge Michael R. Mullins

August 2011 – August 2012

- Read briefs and assessed and discussed the relative merits of the arguments presented.
- Researched and drafted opinions and summaries.
- Bailiffed and observed oral arguments.

Iowa Supreme Court and Iowa Court of Appeals

Des Moines, Iowa

Judicial Law Clerk to the Honorable Justice Edward M. Mansfield

August 2009 – July 2011

- Researched and drafted opinions.
- Reviewed and recommended retention on initial case screenings and applications for further review.
- Coordinated projects for law school externs.

United States District Court for the Southern District of Iowa

Des Moines, Iowa

Judicial Intern to the Honorable Celeste F. Bremer, U.S. Magistrate Judge

January – May 2008

- Drafted an opinion pertaining to administrative exhaustion and prisoner's rights under 42 U.S.C. § 1983.
- Researched and prepared a timeline of developments in the American jury system.

EDUCATION

Drake University Law School

Des Moines, Iowa

Juris Doctor with Honors

May 2009

GPA: 3.31

Class Rank: 31 out of 137 (Top 25%)

Honors: Dean's List (All Semesters), CALI Award for Excellence – Criminal Procedure I

Journal: *Journal of Agricultural Law*, Note Editor (2008 – 2009); Editorial Staff (2007 – 2008);
Board Member of the Year (2008 – 2009)

Publication: The Iowa Power Fund: Making Iowa the Energy Capital of the World,
14 Drake J. Agric. L. 221 (Spring 2009)

Associations: C. Edwin Moore American Inn of Court, Delta Theta Phi Law Fraternity

University of Iowa

Iowa City, Iowa

Bachelor of Science, Political Science and Bachelor of Business Administration

May 2006

Emphasis: Law and Politics, American Institutions, and International Business

GPA: Political Science: 3.54 Business: 3.61

Honors: Dean's List (Spring 2002 – Spring 2006)

Athletics: Men's Track Team (2001 – 2006); All-Academic Big Ten (2003 – 2006); Captain (2006)

ADDITIONAL INFORMATION

Affiliations: Polk County Bar Association; Iowa State Bar Association; American Bar Association.

Firm Potential Conflicts of Interest

We are not aware of any conflicts of interest.

Summary of Charges

Proposed Fee Structure:

The standard governmental rate charged by Brick Gentry and proposed to be charged for City legal services is One Hundred Fifty dollars (\$150) per hour for all attorney services. In an effort to reduce legal fees, we use paralegal personnel and student law clerks. Time devoted by paralegals and law clerks to client matters is charged at hourly billing rates, which are subject to adjustment from time to time by the firm. Law clerk and paralegal billings are specifically listed on our statements. The firm will not require a retainer and will instead bill on a monthly basis only for services performed and expenses incurred.

The time for which the City will be charged includes, but will not be limited to, attendance at meetings; telephone and office conferences with the client, consultants and others; conferences among our legal personnel; factual investigation; legal research; drafting of letters, pleadings and other documents; and travel time.

In addition to our fees, we request reimbursement for costs and expenses incurred in performing services such as messenger and delivery services. Our runner charges are: Time at \$1.70 per 6 minute increments; mileage at \$.54 per mile. Research, long distance telephone, court costs and filing fees will be charged out at our actual cost. Our copying charge is \$.15/page.

Billing Procedures:

Brick Gentry will invoice the City on a monthly basis for services performed and expenses incurred on behalf of the City. Monthly invoice periods end on the twenty-fifth (25th) day of each month. We will work with the City to set up subaccounts for billing purposes as needed by the City.

CITY OF INDIANOLA

Dave Button
Chief of Police



POLICE DEPARTMENT

Brian Sher
Captain

Integrity Professionalism Dedication

To: City Manager Ryan Waller, Mayor Kelly B. Shaw, City Council Members

From: Dave Button, Chief of Police / Chuck Burgin, Community Development Director

Date: 8/24/17

Regarding: City of Indianola Prosecution Services

City Attorney Ryan Ellis notified the city that his firm no longer wished to perform services for the city. City Council discussed replacing the Ellis firm during its June 19 Council meeting, as well as during the July 17 Council meeting.

An RFP was issued on July 18. It was published in the Iowa League of Cities website, the City of Indianola's website, and on the City of Indianola's Facebook page. The RFP was also sent to the following law firms requesting submission of proposals for contracted legal services:

- Eslick Law Firm, Indianola
- Robak Law Firm, Indianola
- Hall Law Firm, Indianola
- Wilson, Fowler, Fusco Law Firm, Indianola
- Brick Gentry Law Firm, West Des Moines
- Ouderkirk Law Firm, Indianola
- Elgin, Patin & Strong Law Firm, Indianola

The Brick Gentry Law Firm was the only firm that submitted a proposal in response to the RFP. The standard governmental rate proposed to be charged by Brick Gentry is \$150 per hour for all attorney services which is the same rate the City was previously paying.

Brick Gentry currently serves the City in multiple legal service capacities including prosecutions. It is our recommendation that the Council approve the proposal for services submitted by Brick Gentry.

Dave Button
Chief of Police

Chuck Burgin
Community Development Director

Meeting Date: 09/05/2017

Subject

Resolution approving emergency repairs for the Indianola WWTP Fixed Film Reactor Replacement 2017 Project

Information

Council needs to consider the resolution (packet) authorizing emergency repairs for the Indianola WWTP Fixed Film Reactor Replacement 2017 Project. Jim Rasmussen, HR Green Engineers, has determined that immediate repairs are necessary to avoid creating an anaerobic wastewater environment ahead of the aeration system that is causing problems with the ammonia removal capabilities at WWTP. Mr. Rasmussen believe the modifications (letter) to remove the Fixed Film Reactor from the treatment process constitutes an emergency condition to regain consistent ammonia removal at the WWTP and is in accordance with Iowa Code Section 384.103(2) certifying that emergency repairs are necessary.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

HR Green Information

RESOLUTION NO. 2017-_____

**RESOLUTION APPROVING EMERGENCY REPAIRS FOR THE
INDIANOLA WWTP FIXED FILM REACTOR
REPLACEMENT 2017 PROJECT**

WHEREAS, HR Green, the engineers engaged for purposes of the WWTP Fixed Film Reactor Replacement 2017 Project, have determined that immediate replacement of the Fixed Film Reactor is necessary; and

WHEREAS, the engineers have provided the attached Exhibit "A" certifying that emergency repairs are necessary to allow the most reliable treated ammonia through the secondary treatment system and to avoid problems with the ammonia removal capabilities at WWTP; and

WHEREAS, the City Council of the City of Indianola has determined that emergency repairs are necessary and that a delay of advertising and public letting might cause serious loss or injury and finds that it is necessary to institute emergency proceedings in accordance with Iowa Code Section 384.103(2).

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Indianola, Iowa hereby approves the emergency repairs for the WWTP Fixed Film Reactor Replacement 2017 Project in accordance with the recommendation from the engineer, HR Green.

PASSED AND APPROVED this 5th day of September, 2017.

Kelly B. Shaw, Mayor

Attest:

Diana Bowlin, City Clerk



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131
Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

August 21, 2017

Mr. Ryan Waller
City Manager
City of Indianola
110 N. First Street
Indianola, IA 50125

Re: Indianola WWTP Fixed Film Reactor – Emergency Status

Dear Ryan:

This letter is regarding the emergency modifications at the Indianola Wastewater Treatment Plant (WWTP) to take the existing Fixed Film Reactor out of service. The Fixed Film Reactor sits between the primary clarifiers and the aeration tanks in the wastewater treatment process. The original design for the reactor was to remove BOD and reduce load from the primary clarifier effluent ahead of the activated sludge process. The fixed film reactor is in poor condition and is creating an anaerobic wastewater environment ahead of the aeration system that is causing problems with the ammonia removal capabilities at WWTP. The fixed film reactor needs to be taken out of service for the WWTP to most reliably treat ammonia thru the secondary treatment system.

Ammonia removal is a critical parameter of the WWTP NPDES discharge permit. We believe the modifications to remove the Fixed Film Reactor from the treatment process constitute an emergency condition to regain consistent ammonia removal at the WWTP. Section 384.103(2) of the Iowa Code allows for an "emergency" project to proceed without the delay of advertising and public letting. We further recommend that a bid package, including piping modifications to bypass flow around the Fixed Film Reactor and send it directly to the aeration system, will be prepared and used to expedite the work required.

HR Green has completed an analysis with options for removing the Fixed Film Reactor from the WWTP treatment process back in August of 2016 (attached). We will be working with Rick Graves to get the Fixed Film Reactor piping modifications in a bid package and completed in an efficient manner. If you have questions, or need further assistance, please don't hesitate to contact me.

Sincerely,

HR Green, Inc.

A handwritten signature in blue ink, reading 'James R. Rasmussen'.

James R. Rasmussen, P.E.
Vice President

Enclosure

Cc: Rick Graves, Wastewater Superintendent



MEMO

To: Rick Graves, City of Indianola
From: Joe Frankl, HR Green
Subject: Fixed Film Reactor
Project No. 40160033
Date: August 2016

This technical memorandum summarizes HR Green's investigation and recommendations for the Fixed Film Reactor, located at the City of Indianola's North Wastewater Treatment Facility.

Background

The City's North Wastewater Treatment Facility (NWWTF) has served the community since the 1970s. The NWWTF was designed to support a population of 11,000. A couple of rounds of modifications in the 1990s and early 2000s expanded the wastewater treatment plant's capacity to meet the City's needs. The NWWTF's secondary treatment process consists of a fixed film reactor (aka roughing filter) followed by aeration basins. Both of the treatment processes are original to the NWWTF's construction in the 1970s although the aeration basins have been upgraded. The fixed film reactor consists of a tower approximately 24 ft. x 24ft. x 20 ft. tall with 14 ft. of redwood slat media. Primary effluent flow is pumped from the Secondary Pump Station up to the tower where it is distributed over the media by a fixed nozzle system. The aeration tanks were originally designed as two separate tanks approximately 57 ft. x 27 ft. x 20 ft. side water depth. The aeration and mixing is provided by two cluster jet mix aeration units in each basin. The north basin was divided in half in 1991 due to low flows and loadings. In 2004, a new blower building was constructed just south of the aeration tanks that houses two 60 hp blowers and one 50 hp blower.

The NWWTF was designed so that return activated sludge (RAS) and/or recycle from the fixed film reactor could be sent back to the secondary pump station and pumped up to the reactor. The reactor needs 1.5 gpm/sf of media area to prevent the media from drying out. The reactors were designed to remove carbonaceous BOD₅ ahead of the aeration tanks that remove the remainder of BOD₅ and ammonia.

The fixed film reactor is currently in poor condition. The redwood media in the tower is the original media that was installed in the 1970s. Plant staff resists taking the fixed film reactor offline for fear that the media would collapse if the media dried. The media is well beyond its useful life. Furthermore, the fixed film reactor's has issues with flow leakage especially at high flows. The City would like to have an emergency plan if the fixed film tower were to fail. The emergency plan should consider immediate actions required, demolition work, and improvements to treat the NWWTF's flows and loadings per the current NPDES permit without the tower in service.

The NWWTF operation without the fixed film reactor was evaluated with respect to plant hydraulics and treatment. The main objectives of this evaluation are to 1) determine what flow rate can be temporarily bypassed around the fixed film reactor and what improvements are necessary to convey

the required hydraulic flows for the NWWTF and 2) investigate the impacts to treatment (e.g. removal of BOD and ammonia) without the fixed film reactor in service and what improvements are necessary in order for the NWWTF to achieve compliance with the NPDES permit in the event of failure of the reactor.

Plant Hydraulics

The fixed film reactor is downstream of the primary clarifiers and upstream of the aeration basins. Currently, flow is conveyed from the primary clarifiers to a common manhole and then through a 14" ductile iron pipe (DIP) to the secondary pumping station. The secondary pumping station contains three Flygt pumps that are each rated for approximately 1,000 gallons per minute (gpm). The pumps in the secondary pumping station convey flow through a 12" DIP to the fixed film reactor. Flow collects in underdrainage channels of the reactor and a downstream common well. From this common well, flow is conveyed through a 14" DIP to the aeration basin splitter. There is also a 14" DIP with sluice gate that can be opened to recycle flow from the reactor well back to the secondary pump station.

Pending failure of the fixed film reactor, flow will need to be diverted around the reactor and into the aeration basin. Flow by gravity would be beneficial since the high static elevation of the above grade fixed film reactor would be unnecessary. The 14" DIP recycle line that currently sends flow from downstream of the fixed film reactor back to the secondary pumping station could be repurposed to divert flow from the secondary pumping station to aeration. However, this 14" DIP would only have a capacity of 2.0-2.5 million gallons per day (mgd) when considering the max water elevations in the aeration basin splitter (approximately El. 843.6) and the secondary pumping station (approximately El. 845.5). Two options were evaluated to provide the necessary hydraulic capacity if the fixed film reactor was no longer in service.

In order to restore the plant's full hydraulic capacity of 4.32 mgd, Option 1 includes an additional 12" pipe that should be installed from the secondary pump station to the reactor's downstream common wet well. See the figure below. The 12" pipe should be core drilled in near the bottom of the secondary pumping station structure and routed per the attached figure. The 12" pipe should be connected to the downstream wet well above the existing 14" aeration basin influent DIP. A 12" plug valve should be installed on this line that would allow the pipe to be isolated. Under normal dry weather flows, the plant staff would have the ability to isolate either the 12" proposed pipeline using the plug valve or the existing 14" DIP using the existing sluice gate (assuming gate is operational) to improve velocities.

Option 2 also restores the plant's full hydraulic capacity of 4.32 mgd. This option involves a larger pipe size but allows the plant staff to completely abandon the secondary pump station structure and the fixed film reactor structure. Option 2 includes a 16" pipe installed from the primary clarifiers downstream manhole to the influent side of the aeration basin flow splitter. This option completely bypasses the secondary pumping station and the fixed film reactor. Plug valves would be cut into the 14" secondary pumping station influent line and 14" fixed film reactor effluent line to allow flow to the fixed film reactor should the reactor ever need to be brought back online.

Emergency Failure

In the event of failure of the fixed film reactor, plant staff should be able to immediately stop pumping from the secondary pumping station and start allowing flow to bypass the reactor through the existing 14" DIP. Depending on the water level in aeration, the water surface in the secondary pump station may rise within the structure to develop the necessary head to push flow to the aeration basin.

Adequate freeboard of 12" would be maintained at all times in the secondary pumping station. Using the existing 14" DIP line temporarily will give plant staff the ability to send roughly 2.0-2.5 mgd of flow before the proposed Option 1 or Option 2 pipeline is installed. The proposed improvements in Option 1 or Option 2 can largely be installed without disrupting plant operation. Once the pipe is installed, the pipe will need to be cored into the secondary pump station structure (Option 1) or the primary clarifier manhole (Option 2) on the upstream side and to the fixed film wet well (Option 1) or the aeration basin flow splitter (Option 2) on the downstream side. Influent plant flow will need to be diverted to the EQ Basin during this construction and the structures will need to be dewatered. Option 2 would include installing a plug valve on the existing 14" DIP between the primary clarifier and the secondary pump station as well as installing a plug valve on the 14" DIP line between the fixed film reactor and the aeration basin flow splitter. This work should likewise be performed during plant shutdown. No demolition work should be required and the fixed film reactor can be taken offline. All of this work is summarized in the table below – Engineer's Opinion of Probable Project Cost (EOPC).

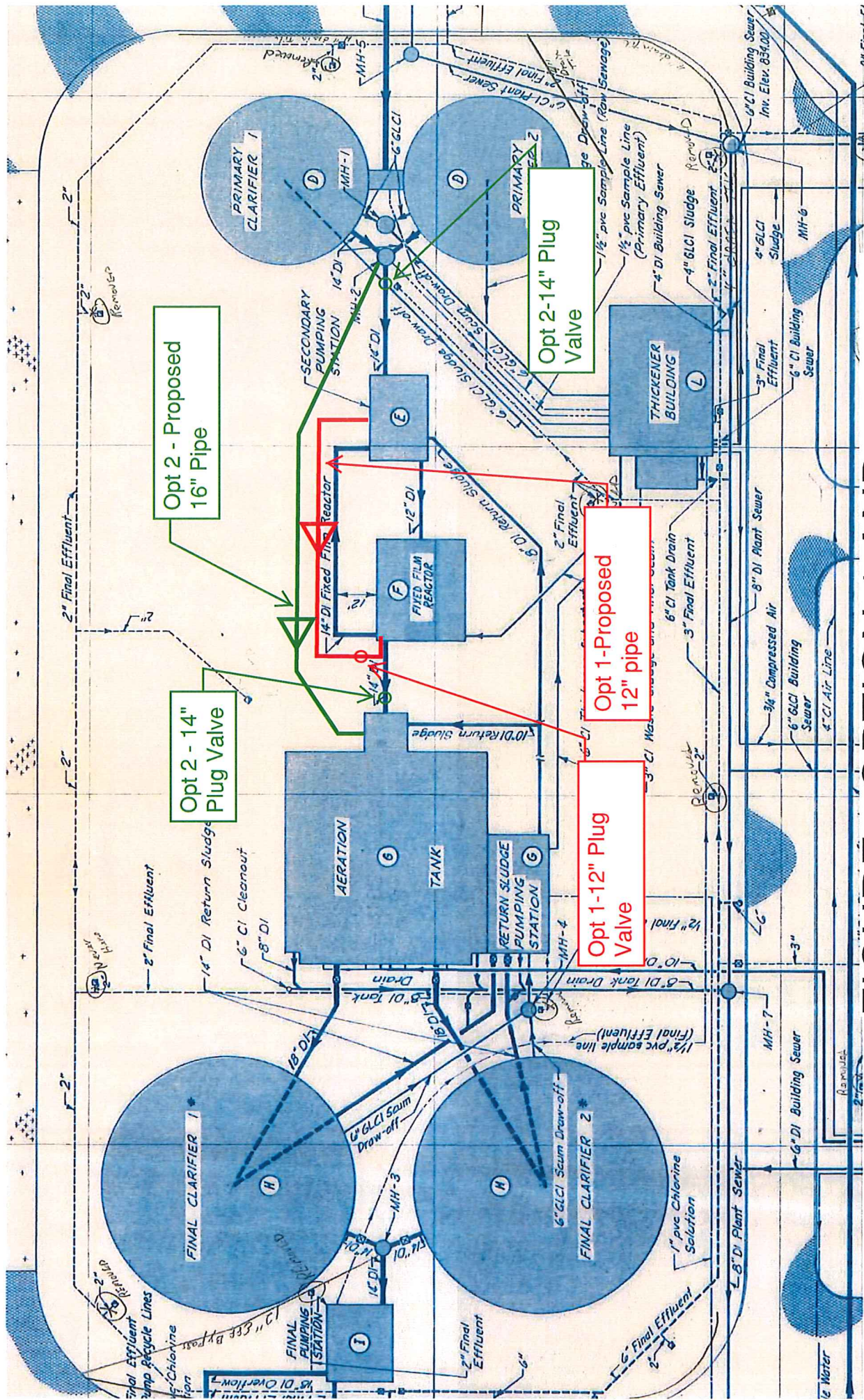


FIGURE - OPTION 1 AND
OPTION 2 IMPROVEMENTS

Treatment Impact

As stated above, the fixed film reactor was originally designed in conjunction with aeration basins to provide adequate secondary treatment for the NWWTF. The fixed film reactor was designed to remove approximately 50% of the carbonaceous BOD₅ with the aeration basins removing the remainder of BOD₅ and ammonia. Without the fixed film reactor in service, the aeration basins were evaluated to provide the required level of BOD₅ and ammonia treatment. It should be noted that this evaluation assumed a number of variables and operating methods that are believed to be employed at the NWWTF. However, the evaluation is theoretical and actual performance of the treatment processes may vary. The evaluation did not take into account extreme conditions that would hinder operations of the processes (e.g. excessive sludge bulking and filament growth, septicity, high FOG content, shock loading, industrial loads, slowly degradable material, etc.).

The aeration basins need to complete the majority of BOD₅ and ammonia removal (nitrification). These processes require air to provide the BOD₅ uptake and the conversion of ammonia to nitrate. Longer solids retention times (SRTs) are needed to establish microorganisms in the aeration tanks to remove ammonia. SRT is the amount of time that a microorganism remains in the system to grow and thrive. The relative age corresponds to the level of treatment that the organism can accomplish. Microorganism growth is dependent on many factors (temperature, pH, dissolved oxygen, etc.). At warmer temperatures organisms will grow faster than at lower temperatures. So an organism grown at 20 degrees Celsius (C) for 5 days may be able to accomplish the same level of treatment as an organism aged for 10 days at 10 degrees C.

In general, the BOD₅ concentration at the Indianola NWWTF would be considered relatively low strength. Due to the relatively low concentrations of BOD₅, it appears that BOD₅ removal from the primary clarifiers (assumed to be 30% which is the NWWTF design for AWW flow) and aeration basins along with ammonia removal from the aerations basins would generally be sufficient to treat the NWWTF's max month loading without the fixed film reactor in service. Furthermore, existing issues with the NWWTF processes such as temperature loss and low Food to Microbe (F/M) ratio should improve without operating the fixed film reactor.

An SRT of 10-days should be used to achieve nitrification at current flows and loads for a temperature of 10 degree. Based on the required SRT and using mixed liquor suspended solids (MLSS) concentration of 3,000-4,000 mg/L for the current cold-weather max month loading, the volume capacity of the aeration tank appears to be adequate without the fixed film reactor to treat max month loading. It should be noted that running MLSS concentrations at the range specified would be assuming adequate sludge settling characteristics. Sludge Volume Index (SVI) values of greater than 150 mL/g indicate bulking sludge that are often associated with filamentous growth. Bulking sludge would limit the MLSS of the aeration basins. It should also be noted that the NWWTF would be more susceptible to biological-upset conditions due to overloading without the fixed film reactor in service. Additional testing could be completed to account for adverse conditions such as slowly biodegradable material if the NWWTF were to operate without the fixed film reactor. Certain operational tactics, such as enhanced primary settling, could be employed as needed if the fixed film reactor was taken offline.

Recommendations

The tables below summarize the Engineers Opinion of Probable Project Cost:

Table 1 – Option 1 EOPC	
Improvement	Cost
12" Piping/Fittings	\$11,700
Plug Valve	\$5,000
Miscellaneous (core drill, sidewalk replacement, seeding, etc.)	\$6,000
General Requirements	\$5,000
Contingency (20%)	\$5,500
Engineering (20%)	\$5,500
Total Probable Construction Cost	\$38,700

Table 2 – Option 2 EOPC	
Improvement	Cost
16" Piping/Fittings	\$24,500
Plug Valves	\$15,000
Miscellaneous (core drill, sidewalk replacement, seeding, etc.)	\$6,000
General Requirements	\$8,000
Contingency (20%)	\$10,900
Engineering (20%)	\$10,900
Total Probable Construction Cost	\$76,300

Option 2 is recommended for implementation should the fixed film reactor fail. Although Option 2 is higher cost than Option 1, it allows the plant staff the ability to completely bypass the secondary pumping station and the fixed film reactor. This is especially important due to the questionable structural integrity of the fixed film reactor. Note that the EOPC does not include costs for demolition of the fixed film reactor or secondary pumping station. The concept would be to take the fixed film reactor offline but not abandon.

Distribution: Ryan Waller, Indianola City Manager
Jim Rasmussen, HR Green

Meeting Date: 09/05/2017

Subject

Resolution accepting easement agreements for the 2017 South Buxton Storm Sewer Project

Information

In your packet is the resolution approving both the permanent and temporary easements for the 2017 South Buxton Storm Sewer Project.

The following conditions for the Wheeler & Coleman easement have been negotiated:

- Before completion of the project, the contractor will provide a drainage swale directing the overland water away from your home and over the easement area
- The existing damage sidewalk will be replaced by the contractor
- The contractor will demolish and remove the existing 8' x 12' shed as part of the project
- Two existing trees that are in the path of the proposed storm sewer will be removed by the contractor
- In exchange for the easement, the City will make payment to both parties in an amount of \$600 for removal of the two trees and shed that are directly in the path of the proposed storm sewer. This amount is subject to Council approval.

Roll call is in order.

Fiscal Impact

Attachments

Resolution

Johansen Easement

Vesey Easement

Wheeler Coleman Easement

RESOLUTION NO. 2017 -

**A RESOLUTION ACCEPTING EASEMENT AGREEMENTS FOR THE 2017
SOUTH BUXTON STORM SEWER PROJECT**

WHEREAS, the City is undertaking a storm sewer project on South Buxton; and

WHEREAS, both permanent and temporary easements are needed from adjacent property owners in order to complete the project; and

WHEREAS, the City staff has negotiated easement agreements with the property owners in the forms attached here as Exhibits; and

WHEREAS, the City Council finds it is in the best interest of the City to accept said easements.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the easements attached hereto are approved.

BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa, that the Mayor is authorized to execute said easements and the City staff is directed to record as appropriate and to take any and all other necessary action concerning the easements.

Dated this 5th day of September 2017.

Kelly Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266, (515) 274-1450
Return to: City of Indianola, 110 North 1st Street, Indianola, IA 50125
Taxpayer: City of Indianola, 110 North 1st Street, Indianola, IA 50125
Title of Document: Temporary Construction Easement
Grantor's Name: Johansen Enterprises L.L.C., 2929 Westown Parkway, Ste 200, West Des Moines, Iowa 50266
Grantee's Name: City of Indianola, 110 North 1st Street, Indianola, IA 50125

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Johansen Enterprises, LLC, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Indianola, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee", a temporary construction easement under, through, and across the following described real estate:

A PART OF OUTLOT 11, CROSTHWAIT AND COMPANY'S ADDITION TO INDIANOLA, IOWA AND BEING 10.00 FEET PARALLEL TO AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID OUTLOT 11, BEING 50.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID OUTLOT 11; THENCE NORTHEASTERLY TO THE POINT OF TERMINUS ON THE EAST LINE OF SAID OUTLOT 11, BEING 43.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID OUTLOT 11.

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of construction, installation and maintenance of the following public improvements:

CONSTRUCTION OF STORM SEWER EASEMENT AND APPURTENANCES

This temporary construction easement shall terminate and be of no force and effect after the date of completion of said storm sewer and appurtenances, but, in no event, shall said easement be in effect for a period of more than 24 months from the date of the execution of this easement.

The Grantee agrees to restore the easement area to a condition after construction substantially the same as prior to entry by the grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the easement area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 14th day of August, 2017.

Signed this 14th day of August, 2017.

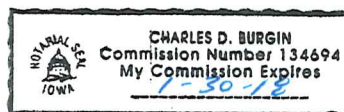
Johansen Enterprises, LLC

By: [Signature]
Name: GREG JOHANSEN
Title: PRESIDENT

STATE OF IOWA, COUNTY OF WARREN ~~POLK~~, ss:

On this 14th day of AUGUST, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared GREG JOHANSEN, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of Johansen Enterprises, L.L.C., a limited liability company; that the instrument to which this is attached was signed and sealed on behalf of the limited liability company by authority of its Managers; and that GREG JOHANSEN as such PRESIDENT, acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by the limited liability company and by the PRESIDENT voluntarily executed.

[Signature]
Notary Public in and for said State



WHEN RECORDED RETURN TO:

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

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Johansen Enterprises, LLC, LLC, of the City of West Des Moines, County of Polk, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Indianola, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent storm sewer easement under, through, and across the following described real estate:

A PART OF OUTLOT 11, CROSTHWAIT AND COMPANY'S ADDITION TO INDIANOLA, IOWA AND BEING 20.00 FEET PARALLEL TO AND NORTHWESTERLY OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT ON THE SOUTH LINE OF SAID OUTLOT 11, BEING 60.00 FEET WEST OF THE SOUTHEAST CORNER OF SAID OUTLOT 11; THENCE NORTHEASTERLY TO THE POINT OF TERMINUS ON THE EAST LINE OF SAID OUTLOT 11, BEING 33.00 FEET SOUTH OF THE NORTHEAST CORNER OF SAID OUTLOT 11.

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the

prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 14th day of August, 2017.

Signed this 14th day of August, 2017.

Johansen Enterprises, LLC, LLC

By: [Signature]
Name: Greg Johansen
Title: President

STATE OF IOWA, COUNTY OF JOWANSEN ~~POLK~~, ss:

On this 14th day of AUGUST, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared GREG JOHANSEN, to me personally known, who, being by me duly sworn, did say that he/she is the PRESIDENT of Johansen Enterprises, LLC, L.L.C., a limited liability company; that the instrument to which this is attached was signed and sealed on behalf of the limited liability company by authority of its Managers; and that GREG JOHANSEN as such PRESIDENT, acknowledged the execution of the instrument to be the voluntary act and deed of the limited liability company, by the limited liability company and by the PRESIDENT voluntarily executed.

[Signature]
Notary Public in and for said State

APPROVED AS TO FORM:

[Signature]
Amy S. Beattie, City Attorney



Storm Sewer Easement
I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing ~~Warranty Deed~~ was duly approved and accepted by the City Council of said City of Indianola by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2017, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2017.

Diana Bowlin, City Clerk of the City of Indianola, Iowa

WHEN RECORDED RETURN TO:

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

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Michael A. Vesey and Stephanie S. Vesey, of the City of Indianola, County of Warren, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Indianola, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent storm sewer easement under, through, and across the following described real estate:

THE NORTH 10.00 FEET OF THE EAST 10.00 FEET OF OUTLOT 11,
CROSTHWAIT AND COMPANY'S ADDITION TO INDIANOLA, IOWA.

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any

changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21st day of AUGUST, 2017.

Signed this 21st day of AUGUST, 2017.

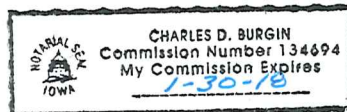
[Signature]
Michael A. Vesey

[Signature]
Stephanie S. Vesey

STATE OF IOWA, ^{WARREN} ~~POLK~~ COUNTY, ss:

On this 21st day of AUGUST, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael A. Vesey** and **Stephanie S. Vesey**, to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that they executed the instrument as = voluntary act and deed.

[Signature]
Notary Public in and for the State of Iowa



APPROVED AS TO FORM:

[Signature]
Amy S. Beattie, City Attorney

I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing ^{Storm Sewer Easement} ~~Warranty Deed~~ was duly approved and accepted by the City Council of said City of Indianola by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2017, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2017.

Diana Bowlin, City Clerk of the City of Indianola, Iowa

Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266, (515) 274-1450
Return to: City of Indianola, 110 North 1st Street, Indianola, IA 50125
Taxpayer: City of Indianola, 110 North 1st Street, Indianola, IA 50125
Title of Document: Temporary Construction Easement
Grantor's Name: Michael A. Vesey and Stephanie S. Vesey, 9662 Inwood Street, Indianola, IA 50125
Grantee's Name: City of Indianola, 110 North 1st Street, Indianola, IA 50125

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Michael A. Vesey and Stephanie S. Vesey, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Indianola, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee", a temporary construction easement under, through, and across the following described real estate:

THE NORTH 10.00 FEET OF THE SOUTH 20.00 FEET OF THE EAST 20.00
FEET AND THE WEST 10.00 FEET OF THE EAST 20.00 FEET OF THE
SOUTH 20.00 FEET OF OUTLOT 11, CROSTHWAIT AND COMPANY'S
ADDITION TO INDIANOLA, IOWA

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of construction, installation and maintenance of the following public improvements:

CONSTRUCTION OF STORM SEWER EASEMENT AND APPURTENANCES

This temporary construction easement shall terminate and be of no force and effect after the date of completion of said storm sewer and appurtenances, but, in no event, shall said easement be in effect for a period of more than 24 months from the date of the execution of this easement.

The Grantee agrees to restore the easement area to a condition after construction substantially the same as prior to entry by the grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the easement area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 21st day of AUGUST, 2017.

Signed this 21st day of AUGUST, 2017.

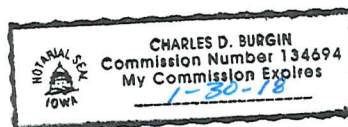
[Signature]
Michael A. Vesey

[Signature]
Stephanie S. Vesey

STATE OF IOWA, ^{WARREN} POLK COUNTY, ss:

On this 21st day of AUGUST, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared **Michael A. Vesey** and **Stephanie S. Vesey**, to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that they executed the instrument as = voluntary act and deed.

[Signature]
Notary Public in and for the State of Iowa



Prepared by: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266, (515) 274-1450
Return to: City of Indianola, 110 North 1st Street, Indianola, IA 50125
Taxpayer: City of Indianola, 110 North 1st Street, Indianola, IA 50125
Title of Document: Temporary Construction Easement
Grantor's Name: Thomas D. Wheeler and Tiffany B. Coleman, 603 South Howard Street, Indianola, IA 50125
Grantee's Name: City of Indianola, 110 North 1st Street, Indianola, IA 50125

TEMPORARY CONSTRUCTION EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That Thomas D. Wheeler and Tiffany B. Coleman, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Indianola, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee", a temporary construction easement under, through, and across the following described real estate:

THE NORTH 5.00 FEET AND THE SOUTH 18.00 FEET OF THE NORTH 43.00 FEET OF THE WEST 8.00 FEET OF OUTLOT 12, CROSTHWAIT AND COMPANY'S ADDITION TO INDIANOLA, IOWA AND THE SOUTH 5.00 FEET OF THE ABANDONED 5TH STREET RIGHT OF WAY LYING NORTH OF SAID OUTLOT 12.

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of construction, installation and maintenance of the following public improvements:

CONSTRUCTION OF STORM SEWER EASEMENT AND APPURTENANCES

This temporary construction easement shall terminate and be of no force and effect after the date of completion of said storm sewer and appurtenances, but, in no event, shall said easement be in effect for a period of more than 24 months from the date of the execution of this easement.

The Grantee agrees to restore the easement area to a condition after construction substantially the same as prior to entry by the grantee, except for any grading and above ground improvements which shall remain in place as part of the improvement. The surface of the

easement area will be seeded or sodded and/or left in its natural state as shown on the proposed plans for the project.

The Grantor agrees that the improvements proposed herein, and the reasonable restoration of their property, as set forth in this easement aforesaid, shall be full and complete satisfaction and consideration of and for this easement, and Grantor expresses agreement that no other liability shall attach or be charged or claimed against the Grantee as a result of or because of the construction of the improvement intended, or the use of the easement herein granted.

The Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15th day of AUGUST, 2017.

Signed this 15th day of AUGUST, 2017.

Thomas D. Wheeler
Thomas D. Wheeler

Tiffany B. Coleman
Tiffany B. Coleman

STATE OF IOWA, ^{WARREN}~~POLK~~ COUNTY, ss:

On this 15th day of AUGUST, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared **Thomas D. Wheeler** and **Tiffany B. Coleman**, to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that they executed the instrument as = voluntary act and deed.

Charles D. Burgin
Notary Public in and for the State of Iowa



WHEN RECORDED RETURN TO:

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

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450

STORM SEWER EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, Thomas D. Wheeler and Tiffany B. Coleman, of the City of Indianola, County of Warren, State of Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, in hand paid by the City of Indianola, Iowa, receipt of which is hereby acknowledged, do hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent storm sewer easement under, through, and across the following described real estate:

THE SOUTH 20.00 FEET OF THE NORTH 25.00 FEET OF OUTLOT 12,
CROSTHWAIT AND COMPANY'S ADDITION TO INDIANOLA, IOWA.

That the above described easement is granted unto the City of Indianola, Iowa, for the purpose of constructing, reconstructing, repairing, replacing, enlarging, inspecting and maintaining the following public improvements:

Public Storm Sewer

1. Erection and Placement of Structures, Obstructions, Plantings or Materials Prohibited. Grantor and its grantees, assigns and transferees shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining the prior written consent of the City.

2. Change of Grade Prohibited. Grantor and its grantees, assigns and transferees shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of the City. The City shall have the right to restore any

changes in grade, elevation or contour without prior written consent of the Grantor, its grantees, assigns or transferees.

3. Right of Access. The City shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area from property adjacent thereto as herein described, including but not limited to, the right to remove any unauthorized fences, structures, obstruction, planting or material placed or erected under, over, on, through, across or within the Easement Area.

4. Property to be Restored. The City shall restore the Easement Area after exercising its rights hereunder, provided, however, that the City's duty of restoration shall be limited to grading and replacing grass, sod or any other ground cover (but not including any structures, trees or shrubs). The City shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any improvements located within the Easement Area.

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement. Grantor agrees to indemnify and hold City, its employees, agents and representatives harmless against any loss, damage, injury or any claim or lawsuit for loss, damage or injury arising out of or resulting from the negligent or intentional acts or omissions of Grantor or its employees, agents or representatives.

6. Easement Benefit. This Easement shall be for the benefit of the City, its successors and assigns, and its permittees and licensees.

7. Easement Runs with Land. This Easement shall be deemed perpetual and to run with the land and shall be binding on Grantor and on Grantor's heirs, successors and assigns.

8. Consent and Subordination of Mortgage Holder(s). By signing this Agreement, the undersigned lender, its successors and assigns consents to the terms of this easement agreement and hereby subordinates its interest in the Easement Area to the interest of the City and its successors and assigns.

9. Approval by City Council. This Easement shall not be binding until it has received the final approval and acceptance by the City Council by Resolution which approval and acceptance shall be noted on this Easement by the City Clerk.

That the Grantor does hereby covenant with the said Grantee, and successor-in-interest, that said Grantor holds said real estate by title and fee simple; that it has good and lawful authority to sell and convey the same; that said premises are free and clear of all liens and encumbrances whatsoever, except as may be herein stated; that said Grantor covenants to warrant and defend the said premises against the lawful claims of all persons whomsoever, except as may be herein stated.

IN WITNESS WHEREOF, we have hereunto affixed our hands this 15th day of AUGUST, 2017.

Signed this 15th day of AUGUST, 2017.

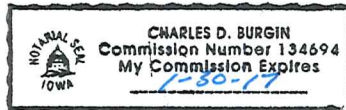
Thomas D. Wheeler
Thomas D. Wheeler

Tiffany B. Coleman
Tiffany B. Coleman

WARRANT
STATE OF IOWA, POLK COUNTY, ss:

On this 15th day of AUGUST, 2017, before me the undersigned, a Notary Public in and for said State, personally appeared **Thomas D. Wheeler** and **Tiffany B. Coleman**, to me known to be the persons named in and who executed the foregoing instrument to which is attached; and acknowledged that they executed the instrument as = voluntary act and deed.

Charles D. Burgin
Notary Public in and for the State of Iowa



APPROVED AS TO FORM:

Amy S. Beattie
Amy S. Beattie, City Attorney

I, Diana Bowlin, City Clerk of the City of Indianola, Iowa, do hereby certify that the within and foregoing Warranty Deed was duly approved and accepted by the City Council of said City of Indianola by Resolution and Roll Call No. _____, passed on the _____ day of _____, 2017, and this certificate is made pursuant to authority contained in said Resolution.

Signed this _____ day of _____, 2017.

Diana Bowlin, City Clerk of the City of Indianola, Iowa

Meeting Date: 09/05/2017

Subject

Resolution determining property to be surplus and authorize the sale of items from Park and Recreation and Fire Departments

Information

In your packet is a resolution determining property to be surplus and authorizing the sale of a items from the Park and Recreation and Fire Departments.

The resolution declares:

- The City is no longer using said property and City staff is recommending disposal of it
- The City Council believes it to be in the best interest of the City to sell the property in a commercial reasonable manner
- The City Council authorizes City staff to dispose of said property and to take all steps necessary to sale the property

Roll call is in order.

Fiscal Impact

Attachments

Resolution

RESOLUTION NO. 2017-_____

**RESOLUTION DETERMINING PROPERTY TO BE SURPLUS
AND AUTHORIZING SALE OF PROPERTY**

WHEREAS, the City of Indianola owns the following property which was purchased with public funds:

Park Department – Misc. pieces of surplus playground parts, small 2 stroke tiller, 1972 Wheel Horse snow blower, Vicon fertilizer spreader, 4- flower trellis, 1995-Toro 325D power unit, cab, deck, brush; 2004- Toro 328D power unit and deck, Stihl 029 Farm Boss chainsaw, greenhouse scrap aluminum, diving board scrap, misc. steel scrap, 3- John Deere mower decks

Fire Department - Old gas cans x 4, 10' X 6' trailer x 1, Scrap metal pile, Stair chairs x 2 Window air conditioner x 1, File cabinets x7, Hurst Jaws-2 power units, 1 cutter, 1 spreader, 1 combo-tool, 3 rams, and extra hose, Used fire hose x 40, Plastic chairs x 5 Misc. radio parts, 2^{1/2} TFT nozzle, Ladders x 2, Water jugs, Shop Vac, Misc. old tools Fire nozzles x 8, Gas meters x 3, Small cones x 2 stacks, Bags, boxes, and ammo cans Bench grinder, Pro-pack Extension cords, Spanner wrenches, Tarps, Tripod, Smart board

WHEREAS, the City is no longer using said property and City staff is recommending disposal of it; and

WHEREAS, the City Council agrees that the property is surplus; and

WHEREAS, the City Council believes it to be in the best interest of the City to sell the property in a commercially reasonable manner.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa that the above-described property is determined to be surplus property.

BE IT FURTHER RESOLVED by the City Council that the City staff is hereby authorized to determine the commercially reasonable manner to dispose of said property and to take all steps necessary, including execution of any transfer documents, required to carry out the sale of the property.

APPROVED this 5th day of September, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/05/2017

Subject

Presentation and discussion on outstanding obligation on I&I Loans and Accounts Receivable

Information

In your packet is a memo from Chris Des Planques, Director of Finance, regarding the uncollected balances on the I&I loans and sewer penalty. City staff crafted a letter letting those individuals know the city intent to collect the amounts owed; and to call and make new arrangements. As a result of these letter three individuals contact staff to make arrangements that included creating new loans that had terms acceptable to the individuals, as well as the city.

The group (City Attorney Amy Beattie, City Manager Ryan Waller, General Manager Rob Stangel, Utility Services Supervisor Chris Longer, City Clerk Diana Bowlin, HR Manager Melissa McCoy and Director of Finance Chris Des Planques) recommendation is to have our attorney draft a letter, mailed certified, and give recipients 30 days to respond to this action.

Fiscal Impact

Attachments

Memo



CLERK'S OFFICE

TO: Mayor and Council of the City of Indianola

08/30/2017

FR: Chris DesPlanques, Director of Finance

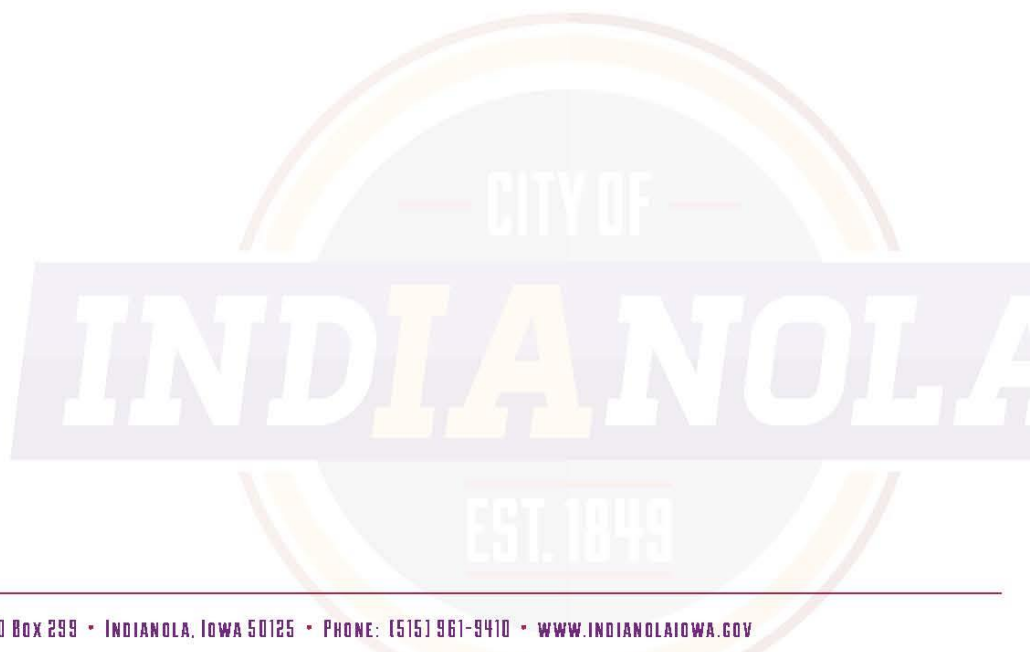
RE: Uncollected Balances on I&I and Sewer Penalty

Several months ago staff began an effort to collect outstanding balances for two large Infiltration & Inflow (I&I) penalty bills, and several unpaid I&I loans. The group included City Attorney Amy Beattie, City Manager Ryan Waller, General Manager Rob Stangel, Utility Services Supervisor Chris Longer, City Clerk Diana Bowlin, HR Manager Melissa McCoy, and myself. As a result of the group discussions notices were sent that included debt collection language to 13 people. These letters were drafted and sent out. These accounts have balances that range from \$650-8,100. This amounts to a total cumulative balance of \$46,229.85.

City Staff crafted a letter letting these individuals know the city intends to collect the amounts owed; and to call to make new payment arrangements. The intent was to renew the collection efforts, without incurring any significant attorney's fees.

As a result of these letters three individuals contacted staff to make arrangement that included creating new loans that had terms acceptable to the individuals, as well as the city. City Council approved these new loans at the 5/15 and 6/5 meetings and payments are now being collected monthly.

The remaining individuals have not contacted the city to make any new arrangements. For this group the staff recommendation is to have our attorney draft a letter, mailed certified, and give recipients 30 days to respond to this action. New agreements for those that respond will then be presented to council for approval. For those that continue to ignore the collection efforts beyond this staff, seeks approval to move forward with litigation proceedings. If approved lawsuits against those individuals will be filled and collection efforts will then be handled from the attorneys through legal means. Attorney Amy Beattie is also investigating the ability to send these amounts due to the state offset programs. This is the preferred means as the city has had good success and the cost is much less than other collection organizations or attorney fees.



Meeting Date: 09/05/2017

Subject

Presentation and discussion regarding the sidewalk repair program

Information

Community Development Director Chuck Burgin will present an update regarding the sidewalk repair program.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

Presentation and discussion regarding the noise permit applications

Information

The Mayor and Council will discuss the noise permit application process (noise permit application is attached). Noise permit applications are filled out when a resident/business of our community wish to hold events that would normally be in violation of laws and ordinances pertaining to noise. To allow such events and still maintain quality of life issues for our residents, an event application is filled out to allow outdoor events that have music or extraordinary noise.

Prior to July 21, 2014 – All noise permits were approved by the City Council

At the July 21, 2014 City Council Study Committee it was the consensus of the committee to authorize staff to review and approve any noise permit that was for one day only. Any permits that would be for multiple days would need to be approved by the City Council. This is not a council policy or an ordinance, it was changed on the noise permit application to state this.

The committee also started the process to amend the noise ordinance which would state “The city shall not issue a noise permit that extends past midnight.” On October 6, 2014 the City Council approved Ordinance 1536 with this amendment.

Fiscal Impact

Attachments

Application



Indianola Noise Permit Application

Date: _____

Dear Event Organizer:

From time to time residents and visitors to our community wish to hold events that would normally be in violation of laws and ordinances pertaining to noise. In an effort to allow such events and still maintain quality of life issues for our residents, the City developed this process to allow outdoor events that have music or extraordinary noise.

This application provides the information to petition the police chief for a noise permit. Please take time to read this information and feel free to contact City Hall at 515-961-9410 or email me at dbowlin@cityofindianola.com with any questions.

Rules and Regulations

1. The city manager and police department shall review all applications.
2. All applications will be approved or denied by the Indianola Police Chief.
3. Events that have received prior complaints, or, are multiple days shall have council approval.
4. Applications need to be received no later than **60 days prior to the event**. If received less than 60 days prior to the event, staff will deny the application. It may be appealed to the city council, but a \$50.00 late fee shall be assessed to process late requests.
5. Multiple events may be requested on one application, i.e. 6 Bike Night events in a single year.
6. **The Indianola Police Department reserves the right to order noise reduction or to cancel any permit, dependent upon the activity or complaints related to the event.**
7. In the event that the police department discovers an outdoor music event without a permit the department shall cause the source of the noise to cease.
8. The application must include a cell number for the contact person.
9. Bands, DJ's and any source of loud noise should be directed away from residential to every extent possible.

RETURN NOISE 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

Event Name: _____

Date/Time of Event: _____

Location of Event: _____

Event Sponsor(s): _____

Contact Information:

Organization: _____

Contact Name: _____

Address: _____

Telephone Number: _____

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

Today's Date: _____

Anticipated Attendance: _____ Per Day _____ Total

Event Information:

Event Starts Date: _____ Time _____ Day of Week _____

Event Ends Date: _____ Time _____ Day of Week _____

Previous Event Information

Date of Event: _____ Time of Event: _____

Please provide a map showing the event location and location of band/music,
please specify: _____ Band _____ DJ _____ Other (please specify)

RETURN NOISE 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

APPLICANT SIGNATURE: _____

Late Fee: **Cash:** _____ **Check:** _____ **Received By:** _____

OFFICE USE ONLY

DATE RECEIVED:				
	Signature	Date	Approved	Denied
Police Department:				
City Manager:				

RETURN NOISE 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

Meeting Date: 09/05/2017

Subject

Consideration of a recommendation regarding December 2017 holidays

Information

Council will need to discuss and give direction regarding the December 2017 holidays (December 24 and 25) which this year lands on Sunday and Monday this year. The handbook and union contract (packet) state that if a holiday falls on a Saturday we get Friday off, if it falls on a Sunday we get Monday off. It does not state what days we get off if it falls on a Sunday and Monday.

Therefore, staff is proposing we take Friday (12/22) and Monday (12/25) off to allow enough time to process payroll. HR Director Melissa McCoy spoke to Tom with the union and he agreed that Friday and Monday would be best.

Fiscal Impact

Attachments

Information

CHAPTER 6 LEAVES OF ABSENCE

6.1 HOLIDAYS

The following days shall be recognized and observed by full-time and regular part-time employees as paid holidays:

New Year's Day	January 1
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve Day	December 24th
Christmas Day	December 25th

Full-time employees will receive eight (8) hours of pay except Fire/EMS. Fire/EMS do not receive holiday pay but are compensated through additional vacation accrual. Regular part-time employees will receive an average of the number of hours they would have normally worked.

A. Holidays Occurring on Non-Work Days

When holidays occur on *Saturday* – observe on the preceding Friday

Sunday – observe on the following Monday

The Water Pollution Control, Police personnel covered by this guide, Fire/EMS and Library employees observe the actual holiday if the employee is required to be part of a 7-day a week operation.

B. Worked Holidays

Full and regular part-time (including part-time Fire) employees who are required to work on a recognized holiday shall be compensated at a rate equal to two (2) times their normal hourly rate of pay for each hour actually worked. This is in addition to the holiday pay.

C. Authority to Approve Holiday Work

Department heads must approve holiday work for an employee.

D. Meeting 40-Hour Requirement for Overtime

Holidays shall count as hours worked in meeting the 40-hour requirement for overtime pay.

6.2 VACATION

Full and regular part-time employees are eligible for vacation leave upon accrual. The leave year begins with the first day of the first complete biweekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year. Seasonal employees will not earn vacation leave.

Meeting Date: 09/05/2017

Subject

Resolution approving salaries

Information

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

Mary Beth McCune, Part-time Police Clerical Support Staff, Range 2-1 \$14.436/hour effective September 7, 2017

Logan Lawler, Seasonal Field Maintenance from \$8.25/hour to \$9.00/hour effective August 6, 2017

Jody Ross, Part-time Library Assistant, from CE 1-3 \$12.872/hour to CE 1-3 \$13.242/hour effective June 25, 2017

Roll call is in order.

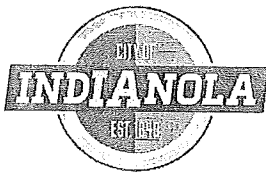
Fiscal Impact

Attachments

PCN's

PCN

Resolution



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Mary Beth McCune

Effective Date (must be at beginning of a pay period, except new hires): Sept. 7th, 2017

New Hire: ☒ Rehire: ☐ Status Change: ☐ Step Increase: ☐
Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐
Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE		Police Clerical Support Staff
STATUS		PT
PAY RANGE		R2 - 1
PAY RATE W/OUT LONGEVITY		14.436/hour
PAY RATE W/ LONGEVITY (if not eligible, put N/A)		NA
EXEMPT/NONEXEMPT		Non Exempt
DEPARTMENT NAME		Police
ACCOUNT NUMBER		011-1100-46130
FTE		.55
UNION STATUS	City Non Union ☐ City Union X ☒ IMU Non Union ☐ IMU Union ☐	City Non Union ☐ City Union X ☒ IMU Non Union ☐ IMU Union ☐

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

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

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: _____

Date: 8/21/17

Human Resources: _____

Date: 8/21/17

Finance (pay changes only): _____

Date: 8/22/17

City Manager or GM: _____

Date: 8/30/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

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



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Logan Lawler

Effective Date (must be at beginning of a pay period, except new hires): 8/6/2017

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

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

Promotion: ☐ Transfer: ☐ Other Change: _____

	FROM	TO
JOB TITLE	Field Maintenance	Field Maintenance
STATUS	Seasonal	Seasonal
PAY RANGE	\$8.25/hr	\$9.00/hr
PAY RATE W/OUT LONGEVITY		
PAY RATE W/ LONGEVITY (if not eligible, put N/A)		
EXEMPT/NONEXEMPT		
DEPARTMENT NAME		Parks + Recreation
ACCOUNT NUMBER		042-4200-60110
FTE		
UNION STATUS	City Non Union ☐ City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐

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

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

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: _____

APPROVALS:

Dept Head: Douglas J. Ryland

Date: 8-15-17

Human Resources: Melissa M. Kelly

Date: 8/21/17

Finance (pay changes only): CLD

Date: 8/22/17

City Manager or GM: [Signature]

Date: 8/30/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

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



PERSONNEL CHANGE NOTICE (PCN)

Employee Name: Jody Ross

Effective Date (must be at beginning of a pay period, except new hires): 6/25/17

New Hire: ☐ Rehire: ☐ Status Change: ☐ Step Increase: ☐
Other Pay Change: ☐ Job Title Change: ☐ Department Change: ☐ FTE Change: ☐

Promotion: ☐ Transfer: ☐ Other Change: Correction to rate on salary resolution 6/25/17

	FROM	TO
JOB TITLE	Library Assistant	Library Assistant
STATUS	PT	PT
PAY RANGE	CE1-3	CE1-3
PAY RATE W/OUT LONGEVITY	12.872/hr	13.242/hr
PAY RATE W/ LONGEVITY (if not eligible, put N/A)	NA	NA
EXEMPT/NONEXEMPT	Non Exempt	Non Exempt
DEPARTMENT NAME	Library	Library
ACCOUNT NUMBER		
FTE	.5	.5
UNION STATUS	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐	City Non Union ☒ City Union ☐ IMU Non Union ☐ IMU Union ☐

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

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

Last Day Worked: _____ Termination Effective Date: _____

COMMENTS: Correction to 6/25/17 salary resolution. Jody should be CE1-3 at 13.242/hour. Salary resolution shows CE1-2 12.872/hour. The move to CE1-3 was previously approved 3/5/17.

APPROVALS:

Dept Head: Mukul B. Patel

Date: 8/30/17

Human Resources: Melissa Kelly

Date: 8/24/17

Finance (pay changes only): [Signature]

Date: 8/28/17

City Manager or GM: [Signature]

Date: 8/30/17

City Council or Board of Trustee: ☐ Yes ☐ No

Date: _____

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

RESOLUTION 2017-_____
APPROVING SALARIES

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

Mary Beth McCune, Part-time Police Clerical Support Staff, Range 2-1 \$14.436/hour effective September 7, 2017

Logan Lawler, Seasonal Field Maintenance from \$8.25/hour to \$9.00/hour effective August 6, 2017

Jody Ross, Part-time Library Assistant, from CE 1-3 \$12.872/hour to CE 1-3 \$13.242/hour effective June 25, 2017

Passed and approved on the 5th day of September, 2017.

Kelly B. Shaw, Mayor

ATTEST:

Diana Bowlin, City Clerk

Meeting Date: 09/05/2017

Subject

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

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

Meeting Date: 09/05/2017

Subject

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

Information

Roll call to go into closed session is in order.

Fiscal Impact

Attachments

No file(s) attached.

City Council Regular

9.B.1.

Meeting Date: 09/05/2017

Subject

Resolution approving receipt and release

Information

Fiscal Impact

Attachments

No file(s) attached.
