



CITY OF INDIANOLA COUNCIL MEETING

9/7/2021

6:00 PM

City Council Chambers

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Oath of Office**
- 5. Public Comment**
 - A. Public Comment Form
- 6. Consent Agenda:**
 - A. Approval of agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the prior council meetings
 - D. Setting dates for future public hearings
 1. Resolution setting a public hearing on an application for exemption of sign code at 110 N 1st Street, Indianola, Iowa.
 - E. Approval of applications
 1. Approval of an event application from the Indianola Public Library for Trunk or Treat to be held on October 30, 2021.
 2. Approval of an event application from Warren County Historical Society to hold the Log Cabin Day Parade on September 25, 2021.
 3. Approval of an event application from Indianola High School for the Homecoming Parade to be held on Thursday, September 23, 2021.
 4. Approval of Urban Revitalization Designations.
 - F. Approval of Payment Application Number 5 from Langman Construction for the WRRF Trunk Sewer and Outfall Sewer Improvements project in an amount not to exceed \$241,929.90.
 - G. Third consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending Stormwater Management Fees.

H. Second consideration of an Ordinance to revise the collection of tax increment revenues within the Urban Renewal Area, as amended and as part of adopting amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola.

I. Approval of the Civil Service Commission list of applicants certified eligible for the position of Police Officer.

J. Approval of an Excessive Usage Claim.

K. Receive and file the Fiscal Year 2023 Environmental Scan Memorandum.

L. Resolution approving salaries.

7. Council Reports

A. Receive and file the EMS Billing Activity Report for July 2021.

8. Mayor's Report

A. Proclamation declaring September as Library Card Sign-up Month.

9. Public Consideration

A. Old Business

1. Third consideration of a proposed Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to a new Chapter on Human Relations Commission.
2. Resolution approving an agreement with the Iowa Civil Rights Commission.
3. Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Indianola, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021, and providing for a method of payment of said Notes.
4. GO Bond Series 2021
 - a. Resolution appointing BOKF, N.A. of Lincoln, Nebraska, to serve as paying agent, nte registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.
 - b. Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, and amending the levy of taxes to pay said Notes; approval of the tax exemption certificate and continuing disclosure certificate.
5. 1500 West Third Avenue

- a. Public Hearing to determine if a nuisance exists at 1500 W Third Avenue.
 - b. Resolution determining if a nuisance exists at the property located at 1500 W Third Avenue.
- 6. 1308 South G Street
 - a. Public Hearing regarding a request from TeaMc LLC to rezone property located 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
 - b. First consideration of an Ordinance approving the rezoning of property located 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
- B. New Business
 - 1. First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending regulations for all-terrain vehicles and snowmobiles and creating regulations for golf carts.
 - 2. Resolution authorizing the purchase of three thermal imaging cameras from Sandry Fire Supply in an amount not to exceed \$20,892.00.

10. Other Business

- A. City Manager's Report – Ryan Waller
 - 1. Consideration of a resolution authorizing the City's participation in the Central Iowa Code Consortium.
 - 2. Receive and file correspondence from August 13, 20 and 27, 2021 from City Manager, Ryan Waller.
- B. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

11. Adjourn



MEMORANDUM

To: Mayor and City Council
From:
Date: September 7, 2021
Subject: Public Comment Form

Introduction:

Background:

Discussion:

- A maximum of twenty (20) minutes will be set aside for members of the public to address the Council on any item not on the agenda and on any subject over which the Council has the authority to act.
- Presentations will be limited to three (3) minutes to a maximum of (5) minutes.
- Preference will be given to individuals who did not speak at the previous council meeting's Open Forum.
- Individuals may not speak more than once during Open Forum.
- All speakers must address the entire Council and will not be permitted to engage in dialogue.
- Any individual addressing the Council will be asked by the presiding officer to clearly state his/her name and address prior to speaking before the Council or minimally during or after his/her presentation to the Council so that his/her name may be accurately recorded in the minutes of the meeting.
- Once completed, the [public comment form](#) becomes a public document.
(*Indianola City Council Rules of Procedure*)

Budget Impact:

Recommendation:

Attachments: 1. Public Comment In-person and electronic form



CITY OF INDIANOLA PUBLIC COMMENT FORM

If you would like to address the Council during Open Forum (aka Public Comment) or during a Public Hearing, please complete and return this form to the Deputy City Clerk.

Electronic submissions will be distributed to the Mayor and Council. Citizens attending the meeting will be called to the podium to speak.

Please complete the following information:

Your Name: _____

Your Address: _____

Organization (if applicable): _____

City Council Meeting Date: _____

Agenda Item or topic if not on the agenda: _____

Comment: _____

Open Forum

- A maximum of twenty (20) minutes will be set aside for members of the public to address the Council on any item not on the agenda and on any subject over which the Council has the authority to act.
- Presentations will be limited to three (3) minutes to a maximum of (5) minutes.
- Preference will be given to individuals who did not speak at the previous council meeting's Open Forum.
- Individuals may not speak more than once during Open Forum.
- All speakers must address the entire Council and will not be permitted to engage in dialogue.
- Any individual addressing the Council will be asked by the presiding officer to clearly state his/her name and address prior to speaking before the Council or minimally during or after his/her presentation to the Council so that his/her name may be accurately recorded in the minutes of the meeting.
- Once completed, this card becomes a public document.

(Indianola City Council Rules of Procedure)



MEMORANDUM

To: Mayor and City Council

From:

Date: September 7, 2021

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. City Vendor Report 09072021

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL	08/19/2021	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER CLEANING - AUGUST 202	08/19/2021	1,525.00	PARK & RECREATI
Total A 6FT GEEK LLC:			5,625.00	
ACE HARDWARE				
ACE HARDWARE	FITTING FOR ICE MACHINE	08/10/2021	12.58	ROAD USE TAX FU
ACE HARDWARE	CITY HALL MAINTENANCE	08/10/2021	25.03	GENERAL FUND
ACE HARDWARE	FORMING SUPPLIES	08/17/2021	23.99	ROAD USE TAX FU
Total ACE HARDWARE:			61.60	
AGRILAND FS INC				
AGRILAND FS INC	MARKING CHALK & FIELD DRY	06/23/2021	732.80	PARK & RECREATI
AGRILAND FS INC	TORDON	08/10/2021	40.92	PARK & RECREATI
Total AGRILAND FS INC:			773.72	
AGSOURCE COOPERATIVE SERVICES				
AGSOURCE COOPERATIVE SE	POOL WATER TESTING	08/17/2021	39.00	POOL (MEMORIAL)
Total AGSOURCE COOPERATIVE SERVICES:			39.00	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	CEMENTECH DA	08/25/2021	31.00	GENERAL FUND
AHLERS & COONEY P.C.	URA AMENDMENT 4	08/25/2021	349.00	GENERAL FUND
AHLERS & COONEY P.C.	URA AMENDMENT 5	08/25/2021	1,005.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			1,385.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	ACTIVITY CENTER MAINTENANCE CONTRA	07/30/2021	417.75	PARK & RECREATI
Total AIR-CON MECHANICAL CORP.:			417.75	
ALADTEC INC				
ALADTEC INC	FIRE MANAGER SOFTWARE	08/17/2021	1,155.00	FIRE FUND
Total ALADTEC INC:			1,155.00	
ALLSUP, PAT				
ALLSUP, PAT	CELL PHONE	08/20/2021	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	USB C CHARGER	08/18/2021	17.99	GENERAL FUND
AMAZON CAPITAL SERVICES	FLAG FOOTBALL MOUTHGUARDS	08/10/2021	95.90	PARK & RECREATI
AMAZON CAPITAL SERVICES	SUPPLIES	08/26/2021	10.99	POLICE FUND
AMAZON CAPITAL SERVICES	CASES/SCREEN PROTECTORS FOR NEW T	08/10/2021	58.24	GENERAL FUND
AMAZON CAPITAL SERVICES	TRASH GRABBERS	08/26/2021	29.97	PARK & RECREATI
AMAZON CAPITAL SERVICES	COM DEV OFFICE SUPPLIES	08/26/2021	84.31	GENERAL FUND
AMAZON CAPITAL SERVICES	COM DEV OFFICE FIXTURERS	08/26/2021	140.96	GENERAL FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	08/12/2021	269.30	POLICE FUND
AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	08/28/2021	2,202.43	POLICE FUND
AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	08/28/2021	2,718.80	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total AMAZON CAPITAL SERVICES:			5,628.89	
AMERICAN FENCE CO.				
AMERICAN FENCE CO.	DOWNEY FENCE - STORM DAMAGE	08/26/2021	1,954.00	PARK & RECREATI
Total AMERICAN FENCE CO.:			1,954.00	
AMERICAN RED CROSS				
AMERICAN RED CROSS	LIFEGUARD CERTIFICATIONS	08/26/2021	80.00	POOL (MEMORIAL)
Total AMERICAN RED CROSS:			80.00	
ANDERSON, DANIEL T.				
ANDERSON, DANIEL T.	COED SB	08/20/2021	112.00	PARK & RECREATI
Total ANDERSON, DANIEL T.:			112.00	
ANDERSON, EDEN				
ANDERSON, EDEN	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
Total ANDERSON, EDEN:			40.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	08/20/2021	224.96	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			224.96	
AUBERT'S TOWING				
AUBERT'S TOWING	TOWING IMPOUND	06/14/2021	170.00	POLICE FUND
Total AUBERT'S TOWING:			170.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - CITY MANAGER	09/01/2021	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - HR	09/01/2021	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	09/01/2021	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	09/01/2021	30.28	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	09/01/2021	16.87	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	09/01/2021	53.33	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	09/01/2021	152.34	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	09/01/2021	11.48	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	09/01/2021	65.03	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION - P&R	09/01/2021	30.87	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	09/01/2021	21.45	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	09/01/2021	36.00	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION - SEWER	09/01/2021	44.50	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	09/01/2021	454.06	GENERAL FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			947.50	
BERNIE LOWE & ASSOCIATES INC				
BERNIE LOWE & ASSOCIATES I	411 MED CLAIM	08/03/2021	180.40	POLICE FUND
Total BERNIE LOWE & ASSOCIATES INC:			180.40	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	PLAQUE FOR JILL BURRELL	08/16/2021	63.50	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BOB'S CUSTOM TROPHIES	OFFICE SUPPLIES	08/17/2021	25.50	POLICE FUND
BOB'S CUSTOM TROPHIES	NAME PLATS FOR NEW EMPLOYEES	08/18/2021	20.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			109.00	
BOERSMA, GAGE				
BOERSMA, GAGE	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
Total BOERSMA, GAGE:			40.00	
BOOT BARN				
BOOT BARN	CLOTHING - MATT ANDERS	08/18/2021	116.94	ROAD USE TAX FU
Total BOOT BARN:			116.94	
BRADLEY, AFTON				
BRADLEY, AFTON	LIFEGUARD COURSE REMIBURSEMENT	08/31/2021	60.00	POOL (MEMORIAL)
Total BRADLEY, AFTON:			60.00	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	CODE ENFORCEMENT LEGAL FEES	08/25/2021	929.00	GENERAL FUND
BRICK GENTRY P.C.	COM DEV LEGAL SERVICE FEES	08/25/2021	105.00	GENERAL FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	08/25/2021	4,077.50	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	08/25/2021	570.00	GENERAL FUND
BRICK GENTRY P.C.	LITIGATION (SAB)	08/25/2021	8,610.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	08/25/2021	180.00	POLICE FUND
BRICK GENTRY P.C.	PROSECUTIONS	08/25/2021	315.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	08/25/2021	75.00	ROAD USE TAX FU
BRICK GENTRY P.C.	PD UNION CONTRACT NEGOTIATIONS	08/25/2021	2,145.00	POLICE FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	08/25/2021	240.00	SEWER FUND
Total BRICK GENTRY P.C.:			17,246.50	
BUHROW, LUKE				
BUHROW, LUKE	CELL PHONE	08/27/2021	50.00	POLICE FUND
Total BUHROW, LUKE:			50.00	
CASUAL RAGS				
CASUAL RAGS	UNIFORMS FOR COM DEV STAFF	08/25/2021	766.58	GENERAL FUND
Total CASUAL RAGS:			766.58	
CDW GOVERNMENT INC				
CDW GOVERNMENT INC	NEW 246 CRADLE POINT	07/19/2021	463.19	AMBULANCE FUN
Total CDW GOVERNMENT INC:			463.19	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	CAN LINERS	08/13/2021	125.90	PARK & RECREATI
Total CENTRAL IOWA FASTENERS:			125.90	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	EXTERMINATOR	08/12/2021	160.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			160.00	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	08/22/2021	58.27	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	08/22/2021	50.10	GENERAL FUND
Total CENTURYLINK:			108.37	
CINTAS CORPORATION				
CINTAS CORPORATION	STOCK FIRST AID KIT	08/12/2021	33.59	SEWER FUND
CINTAS CORPORATION	IBUPROFEN, POSION IVY WIPES	08/26/2021	47.83	PARK & RECREATI
Total CINTAS CORPORATION:			81.42	
CITY STATE BANK				
CITY STATE BANK	INTEREST - LEGACY LOAN	08/16/2021	229.36	DOWNTOWN BIZ I
Total CITY STATE BANK:			229.36	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	PRE-MIX OIL	08/09/2021	28.74	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	TRIMMER STRING	08/09/2021	99.99	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	NEW STIHL FS91R TRIMMER	08/16/2021	339.95	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			468.68	
CO-LINE WELDING INC				
CO-LINE WELDING INC	NEW BACKBOARD FOR BARKER PARK, NET	08/19/2021	736.00	PARK & RECREATI
Total CO-LINE WELDING INC:			736.00	
COOPER, SEBASTIAN				
COOPER, SEBASTIAN	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	115.00	POOL (MEMORIAL)
Total COOPER, SEBASTIAN:			115.00	
COOPER, SELENA				
COOPER, SELENA	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
COOPER, SELENA	SWIMSUIT REIMBURSEMENT	08/31/2021	30.00	POOL (MEMORIAL)
Total COOPER, SELENA:			70.00	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED SB	08/13/2021	112.00	PARK & RECREATI
CRAWFORD, RICHARD L.	COED SB	08/27/2021	112.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			224.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	08/23/2021	35.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			35.00	
D.A. DAVIDSON & CO.				
D.A. DAVIDSON & CO.	ANNUAL EMMA FILING	03/17/2021	500.00	DEBT SERVICE FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total D.A. DAVIDSON & CO.:			500.00	
DeFRANCISCO, ANNETTE				
DeFRANCISCO, ANNETTE	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
DeFRANCISCO, ANNETTE	SWIMSUIT REIMBURSEMENT	08/31/2021	30.00	POOL (MEMORIAL)
Total DeFRANCISCO, ANNETTE:			70.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	CC MINUTES 6/28/21	07/31/2021	137.65	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE 123 S HOWARD SIGN	07/31/2021	22.35	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1657	07/31/2021	49.12	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE 407 N JEFFERSON SIGN	07/31/2021	22.35	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MINUTES 7/6/21	07/31/2021	311.10	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1661	07/31/2021	30.91	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1662	07/31/2021	55.58	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1658	07/31/2021	34.67	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1659	07/31/2021	108.66	GENERAL FUND
DES MOINES REGISTER MEDIA	CC MINUTES 7/19/21	07/31/2021	361.21	GENERAL FUND
DES MOINES REGISTER MEDIA	PD SALARY RESOLUTION	07/31/2021	130.83	GENERAL FUND
DES MOINES REGISTER MEDIA	ORDINANCE 1660	07/31/2021	37.35	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			1,301.78	
DEYARMAN FORD OF INDIANOLA				
DEYARMAN FORD OF INDIANO	REPAIR VEHICLES	08/12/2021	808.01	POLICE FUND
Total DEYARMAN FORD OF INDIANOLA:			808.01	
DIAMOND VOGEL PAINT				
DIAMOND VOGEL PAINT	POOL PAINT	08/27/2021	137.86	POOL (MEMORIAL)
Total DIAMOND VOGEL PAINT:			137.86	
DIGITECH				
DIGITECH	EMS MONTHLY SERVICE INVOICE	08/20/2021	1,754.06	AMBULANCE FUN
Total DIGITECH:			1,754.06	
DLH GRAFX				
DLH GRAFX	BALLOON CAMP T-SHIRTS	07/23/2021	285.72	PARK & RECREATI
DLH GRAFX	BALLOON CAMP BAGS	07/23/2021	68.00	PARK & RECREATI
DLH GRAFX	SKATE PARK GRAFFITI SIGN	08/09/2021	30.00	PARK & RECREATI
Total DLH GRAFX:			383.72	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR	08/19/2021	25.69	POLICE FUND
DOWNEY TIRE PROS	TIRE REPAIR ON '18 F250	08/24/2021	25.69	SEWER FUND
DOWNEY TIRE PROS	TIRE REPAIR KUBOTA F3990 MOWER	08/25/2021	9.24	PARK & RECREATI
Total DOWNEY TIRE PROS:			60.62	
EDGINGTON, AUBREY				
EDGINGTON, AUBREY	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	115.00	POOL (MEMORIAL)
EDGINGTON, AUBREY	SWIMSUIT REIMBURSEMENT	08/31/2021	30.00	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total EDGINGTON, AUBREY:			145.00	
EDGINGTON, MATT				
EDGINGTON, MATT	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	115.00	POOL (MEMORIAL)
EDGINGTON, MATT	SWIMSUIT REIMBURSEMENT	08/31/2021	15.00	POOL (MEMORIAL)
Total EDGINGTON, MATT:			130.00	
EILERS, JOSH				
EILERS, JOSH	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
EILERS, JOSH	SWIMSUIT REIMBURSEMENT	08/31/2021	15.00	POOL (MEMORIAL)
Total EILERS, JOSH:			55.00	
ELECTRICAL ENG & EQUIP				
ELECTRICAL ENG & EQUIP	NORTH 65/69 GENERATOR PM	08/06/2021	4,036.78	SEWER FUND
ELECTRICAL ENG & EQUIP	SOUTH PLANT GENERATOR PM	08/16/2021	2,300.00	SEWER FUND
ELECTRICAL ENG & EQUIP	BLOCK HEATER AND COOLANT SENSER PL	08/10/2021	891.94	SEWER FUND
Total ELECTRICAL ENG & EQUIP:			7,228.72	
EMBLEM ENTERPRISES INC				
EMBLEM ENTERPRISES INC	PATCHES/UNIFORMS	08/24/2021	410.96	POLICE FUND
Total EMBLEM ENTERPRISES INC:			410.96	
EXCEL LAWN & LANDSCAPE LLC				
EXCEL LAWN & LANDSCAPE L	MOW NORTH PLANT	08/11/2021	1,824.00	SEWER FUND
EXCEL LAWN & LANDSCAPE L	MOW LIFT STATIONS	08/11/2021	873.00	SEWER FUND
EXCEL LAWN & LANDSCAPE L	MOWING - PARKS	08/11/2021	7,476.00	PARK & RECREATI
EXCEL LAWN & LANDSCAPE L	MOWING - LIBRARY	08/11/2021	208.00	LIBRARY FUND
EXCEL LAWN & LANDSCAPE L	MOWING - MEMORIAL AQUATIC CTR	08/11/2021	436.00	POOL (MEMORIAL)
Total EXCEL LAWN & LANDSCAPE LLC:			10,817.00	
FIRE SERVICE TRAINING BUREAU				
FIRE SERVICE TRAINING BURE	MARK AND REED FF1 AND HAZMAT TESTIN	08/18/2021	200.00	FIRE FUND
FIRE SERVICE TRAINING BURE	AHURT AND T WHITE LEADERSHIP CLASS	08/24/2021	50.00	FIRE FUND
Total FIRE SERVICE TRAINING BUREAU:			250.00	
FORMATION GROUP				
FORMATION GROUP	CITY HALL ASSESSEMENT	07/31/2021	360.00	CAPITAL PROJECT
Total FORMATION GROUP:			360.00	
FREIGHTLINER - DES MOINES				
FREIGHTLINER - DES MOINES	REPAIR UNIT 26	08/05/2021	225.40	ROAD USE TAX FU
Total FREIGHTLINER - DES MOINES:			225.40	
GALLS LLC				
GALLS LLC	UNIFORM PANTS JOE COLBY	08/06/2021	99.90	AMBULANCE FUN
GALLS LLC	POLO SHIRTS JOSH MAMANOS	08/10/2021	193.36	FIRE FUND
GALLS LLC	JOSH MAMANOS UNIFORM PANTS 3PAIR	08/11/2021	149.85	FIRE FUND
GALLS LLC	NAME PLATES FOR NEW EMPLOYEES	08/13/2021	97.75	FIRE FUND
GALLS LLC	JILL SERVING SINCE PLATE	08/17/2021	18.77	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
GALLS LLC	POLO SHIRTS LARGE JOSH	08/18/2021	48.34	FIRE FUND
GALLS LLC	JASON KLING UNIFORM BOOTS	08/20/2021	89.95	FIRE FUND
GALLS LLC	JOB SHIRT UNIFORMS SETTLES	08/26/2021	88.54	FIRE FUND
GALLS LLC	JOB SHIRT DEPARTMENT	08/26/2021	83.54	FIRE FUND
Total GALLS LLC:			870.00	
GEURTS, ELLA				
GEURTS, ELLA	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	115.00	POOL (MEMORIAL)
Total GEURTS, ELLA:			115.00	
GOLAY, CARMEN				
GOLAY, CARMEN	REFUND ART IN THE PARK	07/20/2021	34.00	PARK & RECREATI
Total GOLAY, CARMEN:			34.00	
GRAFFITI SOLUTIONS INC				
GRAFFITI SOLUTIONS INC	5 GALLON GRAFFITI REMOVER, GRAFFITI R	08/24/2021	420.80	PARK & RECREATI
Total GRAFFITI SOLUTIONS INC:			420.80	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	08/26/2021	183.53	SEWER FUND
Total HACH COMPANY:			183.53	
HALSTED, ALEXIS				
HALSTED, ALEXIS	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
HALSTED, ALEXIS	SWIMSUIT REIMBURSEMENT	08/31/2021	30.00	POOL (MEMORIAL)
Total HALSTED, ALEXIS:			70.00	
HAWKINS INC				
HAWKINS INC	POOL CHLORINE	08/09/2021	1,455.50	POOL (MEMORIAL)
HAWKINS INC	POOL SULFURIC ACID & REAGENTS	08/09/2021	170.84	POOL (MEMORIAL)
HAWKINS INC	POOL TEST REAGENTS	08/13/2021	16.28	POOL (MEMORIAL)
HAWKINS INC	POOL CHLORINE	08/18/2021	538.00	POOL (MEMORIAL)
HAWKINS INC	POOL CHLORINE	08/19/2021	538.00	POOL (MEMORIAL)
Total HAWKINS INC:			2,718.62	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE	08/16/2021	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HENRY, BLAKE				
HENRY, BLAKE	MILEAGE TO & FROM DMACC	07/22/2021	65.41	SEWER FUND
HENRY, BLAKE	MILEAGE TO & FROM DMACC	07/28/2021	45.41	SEWER FUND
HENRY, BLAKE	MILEAGE TO & FROM DMACC	08/05/2021	89.11	SEWER FUND
Total HENRY, BLAKE:			199.93	
HERRICK, TYREL				
HERRICK, TYREL	MILEAGE TO AND FROM CLASS	08/20/2021	6.05	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HERRICK, TYREL:			6.05	
HILL CONTRACTING				
HILL CONTRACTING	MOATS RESTROOM CONSTRUCTION	07/21/2021	12,930.00	CAPITAL PROJECT
HILL CONTRACTING	MOATS RESTROOM CONSTRUCTION	07/21/2021	35,170.00	PARK & REC SPEC
Total HILL CONTRACTING:			48,100.00	
HOGER, LOGAN				
HOGER, LOGAN	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	60.00	POOL (MEMORIAL)
HOGER, LOGAN	SWIMSUIT REIMBURSEMENT	08/31/2021	15.00	POOL (MEMORIAL)
Total HOGER, LOGAN:			75.00	
HR GREEN INC				
HR GREEN INC	WRRF CONST ENG	08/27/2021	101,479.73	WWTP FACILITY C
Total HR GREEN INC:			101,479.73	
HURT, AARON				
HURT, AARON	REIMBURSE FOR FIRE FACILITIES TRAININ	08/27/2021	471.78	FIRE FUND
Total HURT, AARON:			471.78	
HY-VEE				
HY-VEE	STATE FAIR PIES	08/18/2021	149.75	PARK & RECREATI
Total HY-VEE:			149.75	
IDENT TAGS				
IDENT TAGS	BALLOON CAMP COMPETITION MARKERS	07/08/2021	480.00	PARK & RECREATI
Total IDENT TAGS:			480.00	
IMWCA				
IMWCA	INSTALLMENT #3 - COMM DEV	09/01/2021	109.18	GENERAL FUND
IMWCA	INSTALLMENT #3 - BRUSH	09/01/2021	22.82	GENERAL FUND
IMWCA	INSTALLMENT #3 - MAYOR & COUNCIL	09/01/2021	1.18	GENERAL FUND
IMWCA	INSTALLMENT #3 - CITY MANAGER	09/01/2021	144.32	GENERAL FUND
IMWCA	INSTALLMENT #3 - CLERK/FINANCE	09/01/2021	18.96	GENERAL FUND
IMWCA	INSTALLMENT #3 - IT	09/01/2021	23.04	GENERAL FUND
IMWCA	INSTALLMENT #3 - HR	09/01/2021	6.32	GENERAL FUND
IMWCA	INSTALLMENT #3 - POLICE	09/01/2021	3,440.46	POLICE FUND
IMWCA	INSTALLMENT #3 - FIRE	09/01/2021	5,218.61	FIRE FUND
IMWCA	INSTALLMENT #3 - AMBULANCE	09/01/2021	2,045.79	AMBULANCE FUN
IMWCA	INSTALLMENT #3 - LIBRARY	09/01/2021	26.25	LIBRARY FUND
IMWCA	INSTALLMENT #3 - P&R	09/01/2021	410.57	PARK & RECREATI
IMWCA	INSTALLMENT #3 - PARKS	09/01/2021	353.89	PARK & RECREATI
IMWCA	INSTALLMENT #3 - POOL	09/01/2021	81.96	POOL (MEMORIAL)
IMWCA	INSTALLMENT #3 - STREETS	09/01/2021	1,372.29	ROAD USE TAX FU
IMWCA	INSTALLMENT #3 - SEWER	09/01/2021	381.54	SEWER FUND
IMWCA	INSTALLMENT #3 - GENERAL GOVT	09/01/2021	16.69	GENERAL FUND
Total IMWCA:			13,673.87	
INDIANOLA COMM. SCHOOLS				
INDIANOLA COMM. SCHOOLS	BALLOON CAMP TRANSPORTATION	08/10/2021	222.75	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INDIANOLA COMM. SCHOOLS:			222.75	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	AUGUST CC PROCESSING - SEWER	08/16/2021	1,363.66	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	AUGUST CC PROCESSING - STORM WATER	08/16/2021	77.48	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	AUGUST CC PROCESSING - RECYCLING	08/16/2021	108.47	RECYCLING FUND
Total INDIANOLA MUNICIPAL UTILITIES:			1,549.61	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPER CUT & CONN	08/20/2021	3,302.60	GENERAL FUND
INFOMAX OFFICE SYSTEMS IN	TONER AND PAPER FOR PLOTTER	08/23/2021	191.05	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,493.65	
IOWA DIV OF LABOR SERVICES				
IOWA DIV OF LABOR SERVICES	ANNUAL BOILER INSPECTION	08/09/2021	40.00	SEWER FUND
IOWA DIV OF LABOR SERVICES	BOILER INSPECTION	08/10/2021	80.00	GENERAL FUND
Total IOWA DIV OF LABOR SERVICES:			120.00	
IOWA ONE CALL				
IOWA ONE CALL	LOCATES	08/19/2021	423.00	SEWER FUND
Total IOWA ONE CALL:			423.00	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	REPAIR SCHOOL CROSSING	08/05/2021	375.00	ROAD USE TAX FU
IOWA SIGNAL INC.	REPAIR SCHOOL CROSSING	08/05/2021	720.00	ROAD USE TAX FU
IOWA SIGNAL INC.	REPAIR SCHOOL CROSSING	08/05/2021	450.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			1,545.00	
JAMES OIL COMPANY LLC				
JAMES OIL COMPANY LLC	FUEL FOR CITY HALL GENERATOR	08/17/2021	477.40	GENERAL FUND
Total JAMES OIL COMPANY LLC:			477.40	
JERICO SERVICES INC				
JERICO SERVICES INC	DUST CONTROL	08/13/2021	2,360.62	ROAD USE TAX FU
Total JERICO SERVICES INC:			2,360.62	
JETCO INC				
JETCO INC	WESLEY LIFT STATION IMPROVEMENTS	08/18/2021	1,250.00	SEWER CAPITAL P
Total JETCO INC:			1,250.00	
JONES, DANNY				
JONES, DANNY	CODE ENFORCEMENT ABATEMENTS (NORT	08/09/2021	300.00	GENERAL FUND
JONES, DANNY	CODE ENFORCEMENT ABATEMENTS (WEST	08/16/2021	800.00	GENERAL FUND
JONES, DANNY	CODE ENFORCEMENT ABATEMENTS	08/26/2021	975.00	GENERAL FUND
Total JONES, DANNY:			2,075.00	
JUSTIN CHEW				
JUSTIN CHEW	REPAIR OF DRAIN LINES AT 101 N BUXTON	08/17/2021	2,680.00	SQUARE STREETS

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total JUSTIN CHEW:			2,680.00	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES	08/26/2021	2,912.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			2,912.00	
LANGMAN CONSTRUCTION INC				
LANGMAN CONSTRUCTION INC	PAY APP #5	08/31/2021	241,929.90	WWTP FACILITY C
Total LANGMAN CONSTRUCTION INC:			241,929.90	
LAWSON PRODUCTS				
LAWSON PRODUCTS	WASP SPRAY	08/05/2021	44.76	PARK & RECREATI
Total LAWSON PRODUCTS:			44.76	
LENT, ANDREW				
LENT, ANDREW	MILEAGE TO & FROM NAPERVILLE	08/30/2021	331.30	GENERAL FUND
Total LENT, ANDREW:			331.30	
LUNDE, SEAN				
LUNDE, SEAN	WELLNESS	08/23/2021	15.00	FIRE FUND
Total LUNDE, SEAN:			15.00	
MACQUEEN EQUIPMENT				
MACQUEEN EQUIPMENT	STREET SWEEPER PARTS	08/10/2021	1,677.41	ROAD USE TAX FU
MACQUEEN EQUIPMENT	REPAIR JETTER HOSE	08/27/2021	182.68	SEWER FUND
Total MACQUEEN EQUIPMENT:			1,860.09	
MARTIN BROS.				
MARTIN BROS.	POOL CONCESSIONS	08/13/2021	521.45	POOL (MEMORIAL)
MARTIN BROS.	POOL CONCESSIONS	08/19/2021	799.22	POOL (MEMORIAL)
Total MARTIN BROS.:			1,320.67	
MCCOMBS, ELLIE				
MCCOMBS, ELLIE	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
Total MCCOMBS, ELLIE:			40.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	ZIP TIES FOR SIGNS	06/28/2021	12.58	SQUARE STREETS
MCCOY HARDWARE INC	POOL CONCESSIONS	07/01/2021	10.96	POOL (MEMORIAL)
MCCOY HARDWARE INC	SOAP	08/11/2021	8.54	ROAD USE TAX FU
MCCOY HARDWARE INC	FLY TRAPS	08/12/2021	11.83	PARK & RECREATI
MCCOY HARDWARE INC	MARKING TAPE	08/17/2021	6.28	PARK & RECREATI
MCCOY HARDWARE INC	BATTERIES FOR LOCATOR	08/26/2021	27.98	SEWER FUND
MCCOY HARDWARE INC	PAINT	08/30/2021	86.99	POLICE FUND
MCCOY HARDWARE INC	BALLOON CAMP GLOVES	07/27/2021	100.50	PARK & RECREATI
Total MCCOY HARDWARE INC:			265.66	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED SB	08/13/2021	112.00	PARK & RECREATI
MCINTYRE, CRAIG	COED SB	08/20/2021	112.00	PARK & RECREATI
MCINTYRE, CRAIG	COED SB UMPIRE	08/27/2021	112.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			336.00	
MICKLE, WENDY				
MICKLE, WENDY	REFUND MCCORD SHELTER	08/19/2021	28.00	PARK & RECREATI
Total MICKLE, WENDY:			28.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	STREET LIGHTING	08/13/2021	129.35	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	08/18/2021	53.44	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	08/19/2021	21.10	POLICE FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT STATION	08/18/2021	29.06	SEWER FUND
MID AMERICAN ENERGY CO.	206 N1ST BUILDING UTILITIES	08/19/2021	150.97	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	08/19/2021	22.02	PARK & RECREATI
MID AMERICAN ENERGY CO.	UTILITIES - GAS	08/19/2021	49.41	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	69750-52006 QM3 LIFT	08/19/2021	61.45	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	08/23/2021	132.91	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	POOL UTILITIES	08/23/2021	1,811.69	POOL (MEMORIAL)
Total MID AMERICAN ENERGY CO.:			2,461.40	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	BUILDING REPAIR	08/12/2021	98.00	POLICE FUND
Total MILLER ELECTRICAL SERVICES:			98.00	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	M1 CAULK	08/30/2021	251.40	SEWER FUND
Total MUNICIPAL SUPPLY INC:			251.40	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE INS - CITY MANAGER	08/23/2021	80.55	GENERAL FUND
MUTUAL OF OMAHA	LIFE INS - HR	08/23/2021	68.26	GENERAL FUND
MUTUAL OF OMAHA	LIFE INS - IT	08/23/2021	121.17	GENERAL FUND
MUTUAL OF OMAHA	LIFE INS - FINANCE/CLERK	08/23/2021	236.35	GENERAL FUND
MUTUAL OF OMAHA	LIFE INS - COMM DEV	08/23/2021	188.89	GENERAL FUND
MUTUAL OF OMAHA	LIFE INS - STREETS	08/23/2021	392.13	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE INS - POLICE	08/23/2021	1,505.73	POLICE FUND
MUTUAL OF OMAHA	LIFE INS - FIRE	08/23/2021	145.87	FIRE FUND
MUTUAL OF OMAHA	LIFE INS ADJ - FIRE	08/23/2021	17.42	FIRE FUND
MUTUAL OF OMAHA	LIFE INS ADJ - AMBULANCE	08/23/2021	98.71	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE INS - AMBULANCE	08/23/2021	826.62	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE INS - P&R	08/23/2021	281.31	PARK & RECREATI
MUTUAL OF OMAHA	LIFE INS - PARKS	08/23/2021	212.19	PARK & RECREATI
MUTUAL OF OMAHA	LIFE INS - LIBRARY	08/23/2021	274.73	LIBRARY FUND
MUTUAL OF OMAHA	LIFE INS - SEWER	08/23/2021	357.39	SEWER FUND
MUTUAL OF OMAHA	LIFE INS - EE LIABILITY	08/23/2021	1,176.98	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - CITY MANAGER	08/23/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - HR	08/23/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	08/23/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	08/23/2021	216.15	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - COMM DEV	08/23/2021	83.66	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA	DENTAL - STREETS	08/23/2021	413.11	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - POLICE	08/23/2021	861.39	POLICE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	08/23/2021	70.44	FIRE FUND
MUTUAL OF OMAHA	DENTAL - AMBULANCE	08/23/2021	399.18	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - P&R	08/23/2021	173.43	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - PARKS	08/23/2021	115.86	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - LIBRARY	08/23/2021	262.49	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - SEWER	08/23/2021	204.57	SEWER FUND
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	08/23/2021	1,740.85	GENERAL FUND
MUTUAL OF OMAHA	LIFE ADJ - EE LIABILITY	08/23/2021	12.98	GENERAL FUND
Total MUTUAL OF OMAHA:			10,781.71	
MYERS, ROBERT				
MYERS, ROBERT	COED SB	08/13/2021	112.00	PARK & RECREATI
MYERS, ROBERT	COED SB	08/20/2021	112.00	PARK & RECREATI
MYERS, ROBERT	COED SB UMPIRE	08/27/2021	112.00	PARK & RECREATI
Total MYERS, ROBERT:			336.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	BATTERY FOR CAMERA VAN	08/25/2021	167.99	SEWER FUND
NAPA AUTO PARTS	BATTERY CORE RETURN FOR CAMERA VAN	08/25/2021	18.00	SEWER FUND
Total NAPA AUTO PARTS:			149.99	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/02/2021	217.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/04/2021	870.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/04/2021	971.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/05/2021	1,373.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/10/2021	1,350.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/16/2021	97.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/17/2021	1,487.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/18/2021	1,353.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/19/2021	904.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/19/2021	891.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/23/2021	960.25	ROAD USE TAX FU
NORWALK READY-MIXED CON	SOUTH R STREET PAVEMENT REPAIRS	08/24/2021	1,440.50	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			11,915.75	
OLANDER, AUGUSTA				
OLANDER, AUGUSTA	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
OLANDER, AUGUSTA	SWIMSUIT REIMBURSEMENT	08/31/2021	28.90	POOL (MEMORIAL)
Total OLANDER, AUGUSTA:			68.90	
OLDCASTLE LAWN AND GARDEN CENTRAL				
OLDCASTLE LAWN AND GARDE	PLAYGROUND MULCH	08/17/2021	1,950.00	PARK & RECREATI
Total OLDCASTLE LAWN AND GARDEN CENTRAL:			1,950.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	AIR FILTER, BATTERY FOR CASE/IH TRACT	08/20/2021	144.56	PARK & RECREATI
Total O'REILLY AUTO PARTS:			144.56	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PARKER SIGNS & GRAPHICS				
PARKER SIGNS & GRAPHICS	LIFT STATION SIGNS	08/27/2021	1,204.00	SEWER FUND
Total PARKER SIGNS & GRAPHICS:			1,204.00	
PELLA PRINTING				
PELLA PRINTING	BUSINESS CARDS- MIKE VISSER	08/19/2021	89.21	GENERAL FUND
Total PELLA PRINTING:			89.21	
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIRS ON ALUMINUM BENCH - SALEM C	08/25/2021	38.00	PARK & RECREATI
Total PIERCE BROTHERS REPAIR:			38.00	
POP UP GAMES				
POP UP GAMES	COSTUME PARTY ENTERTAINMENT	08/10/2021	300.00	PARK & RECREATI
Total POP UP GAMES:			300.00	
PRO-IMAGE SIGN & LIGHTING				
PRO-IMAGE SIGN & LIGHTING	OFFICE SUPPLIES	08/24/2021	762.50	POLICE FUND
Total PRO-IMAGE SIGN & LIGHTING:			762.50	
PURCHASE POWER				
PURCHASE POWER	POSTAGE	08/20/2021	1,008.50	GENERAL FUND
Total PURCHASE POWER:			1,008.50	
REDITECH				
REDITECH	AUGUST 2020 SERVICE CONTRACT	07/17/2021	5,310.00	GENERAL FUND
REDITECH	SEPT SERVICES	08/17/2021	5,310.00	GENERAL FUND
Total REDITECH:			10,620.00	
RICHARDS, CARLY				
RICHARDS, CARLY	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
RICHARDS, CARLY	SWIMSUIT REIMBURSEMENT	08/31/2021	30.00	POOL (MEMORIAL)
Total RICHARDS, CARLY:			70.00	
ROSS, ELIJAH				
ROSS, ELIJAH	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
Total ROSS, ELIJAH:			40.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	TWO PAIR OF BOOTS PPE	08/06/2021	318.10	FIRE FUND
SANDRY FIRE SUPPLY LLC	DECK GUN O-RINGS	08/18/2021	30.00	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			348.10	
SCHIMBERG CO				
SCHIMBERG CO	CRETEX PRO RINGS	08/12/2021	629.00	SEWER FUND
Total SCHIMBERG CO:			629.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SEIFRIG, HAILEY				
SEIFRIG, HAILEY	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	60.00	POOL (MEMORIAL)
Total SEIFRIG, HAILEY:			60.00	
SHER, BRIAN				
SHER, BRIAN	SHER-CELLPHONE REIMBURSEMENT	08/27/2021	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES	08/26/2021	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	DESIGN - SOUTH K STREET PAVING	07/26/2021	6,905.76	SOUTH K STREET
SNYDER & ASSOCIATES INC	TRAFFIC SIGNAL UPDATE	07/19/2021	230.52	STREET CAPITAL
SNYDER & ASSOCIATES INC	CONSTRUCTION INSPECTION - IOWA AVEN	07/26/2021	20,007.56	STREET CAPITAL
SNYDER & ASSOCIATES INC	MISC ENGINEERING	07/26/2021	1,560.00	GENERAL FUND
SNYDER & ASSOCIATES INC	STREET ISSUES	07/26/2021	767.65	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES	07/26/2021	195.00	STORMWATER UTI
SNYDER & ASSOCIATES INC	WILLIAMS TERRACE DRAINAGE REVIEW	07/19/2021	957.00	GENERAL FUND
SNYDER & ASSOCIATES INC	DSM OPERA DRAINAGE REVIEW	07/19/2021	1,218.00	GENERAL FUND
SNYDER & ASSOCIATES INC	HERITAGE HILLS DRAINAGE REVIEW	07/19/2021	1,044.00	GENERAL FUND
SNYDER & ASSOCIATES INC	PHILLIPS FLOORS DRAINAGE REVIEW	07/19/2021	1,566.00	GENERAL FUND
SNYDER & ASSOCIATES INC	JK TRAIL 3 ENGINEERING	07/19/2021	17,036.05	CAPITAL PROJECT
SNYDER & ASSOCIATES INC	DESIGN HILLCREST	07/19/2021	41,235.79	HILLCREST AVENU
SNYDER & ASSOCIATES INC	BOSTON AND F AVE ENG	07/19/2021	5,008.54	AMERICAN RESCU
Total SNYDER & ASSOCIATES INC:			97,731.87	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	PEST CONTROL - ACTIVITY CENTER	08/04/2021	64.00	PARK & RECREATI
Total SPRINGER PROFESSIONAL HOME SERVICES:			64.00	
STERNQUIST CONST. INC.				
STERNQUIST CONST. INC.	SOUTH R STREET PAVEMENT REPAIR - ROC	08/23/2021	695.10	ROAD USE TAX FU
Total STERNQUIST CONST. INC.:			695.10	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT #1506 TRASH	08/24/2021	85.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE	08/24/2021	17.00	POLICE FUND
T.R.M. DISPOSAL LLC	DISPOSE WASTE FROM ROW	08/24/2021	12.00	GENERAL FUND
T.R.M. DISPOSAL LLC	ACCT #583 NORTH PLANT	08/24/2021	82.00	SEWER FUND
T.R.M. DISPOSAL LLC	ACCT #583 SOUTH PLANT	08/24/2021	54.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			250.00	
TARGETSOLUTIONS LEARNING LLC				
TARGETSOLUTIONS LEARNIN	ON-LINE EDUCATIONAL SERVICE	07/01/2021	3,510.86	FIRE FUND
Total TARGETSOLUTIONS LEARNING LLC:			3,510.86	
TERRACON CONSULTANTS INC				
TERRACON CONSULTANTS INC	GEO-TECH REPORT FOR PRAIRIE GLYNN 3	08/13/2021	5,950.00	STREET CAPITAL

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total TERRACON CONSULTANTS INC:			5,950.00	
TG TECHNICAL SERVICES				
TG TECHNICAL SERVICES	CALIBRATION GAS N2 34 LITER	08/05/2021	279.00	FIRE FUND
Total TG TECHNICAL SERVICES:			279.00	
THEISEN'S				
THEISEN'S	SHAKE AND FEED PLANT FOOD	08/02/2021	41.97	PARK & RECREATI
THEISEN'S	3 INCH TEST PLUG	08/12/2021	6.29	SEWER FUND
THEISEN'S	ENGINE OIL	08/18/2021	29.52	PARK & RECREATI
THEISEN'S	GLOVES	08/18/2021	65.94	PARK & RECREATI
THEISEN'S	BARBED WIRE FOR POND FENCE	08/23/2021	52.99	SEWER FUND
THEISEN'S	BOLTS AND WASHERS FOR SIGNS	08/25/2021	17.56	SEWER FUND
Total THEISEN'S:			214.27	
TURNER, PAIGE				
TURNER, PAIGE	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
TURNER, PAIGE	SWIMSUIT REIMBURSEMENT	08/31/2021	30.00	POOL (MEMORIAL)
Total TURNER, PAIGE:			70.00	
U.S. POSTMASTER				
U.S. POSTMASTER	POSTAGE	08/27/2021	2,000.00	GENERAL FUND
Total U.S. POSTMASTER:			2,000.00	
VALLEY WEST UNIFORMS				
VALLEY WEST UNIFORMS	EMS UNIFORMS SETTLES BUTCHER	08/23/2021	160.50	AMBULANCE FUN
VALLEY WEST UNIFORMS	EMS UNIFORMS CIHASKI	08/26/2021	53.50	AMBULANCE FUN
Total VALLEY WEST UNIFORMS:			214.00	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	REPAIR SEWER	06/28/2021	4,284.31	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			4,284.31	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	08/15/2021	570.17	POLICE FUND
Total VERIZON WIRELESS:			570.17	
WALLER, RYAN				
WALLER, RYAN	CELL PHONE	08/31/2021	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - BUILDING/ZONING	08/03/2021	62.13	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	08/03/2021	901.40	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - AMBULANCE	08/03/2021	804.72	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE	08/03/2021	2,295.06	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	08/03/2021	1,034.86	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC - VANS	08/03/2021	38.25	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - REC - GAS CANS	08/03/2021	238.73	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREETS	08/03/2021	1,791.60	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	08/03/2021	685.78	SEWER FUND
Total WARREN COUNTY ENGINEER:			7,852.53	
WARREN COUNTY EXTENSION				
WARREN COUNTY EXTENSION	MANUALS FOR PESTICIDE LICENSE	08/23/2021	50.00	PARK & RECREATI
Total WARREN COUNTY EXTENSION:			50.00	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	DMMO RECORDING	07/31/2021	22.00	GENERAL FUND
WARREN COUNTY RECORDER	ALLEY RECORDING	07/31/2021	22.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			44.00	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	PRISONER FEES	08/06/2021	990.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			990.00	
WARREN COUNTY TREASURER				
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	351.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	258.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	386.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	119.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	31.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	496.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	504.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	485.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	299.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	328.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	417.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	173.00	SEWER CAPITAL P
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	547.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	14.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	8.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	2.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	1.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	7.00	GENERAL FUND
WARREN COUNTY TREASURE	PROPERTY TAXES	08/31/2021	14.00	GENERAL FUND
Total WARREN COUNTY TREASURER:			4,440.00	
WEINMAN INSURANCE SERVICE				
WEINMAN INSURANCE SERVIC	CRIME BOND 2021-2022	08/18/2021	2,054.00	GENERAL FUND
Total WEINMAN INSURANCE SERVICE:			2,054.00	
WELLS FARGO CCER				
WELLS FARGO CCER	Adobe contractAdobe Acropro Subs	07/27/2021	14.99	POLICE FUND
WELLS FARGO CCER	Warren County Fair suppliesWal-Mart #1491	07/27/2021	43.17	PARK & RECREATI
WELLS FARGO CCER	Mobile hotspots purchased for ARPA Grant exp	07/27/2021	45.00	LIBRARY SPECIAL
WELLS FARGO CCER	Pool Employee PizzaCaseys Pizza 2097	07/02/2021	76.97	POOL (MEMORIAL)
WELLS FARGO CCER	Blue folders- applicantQuill Corporation	07/02/2021	59.99	POLICE FUND
WELLS FARGO CCER	Blue folders- applicantQuill Corporation	07/02/2021	59.99	POLICE FUND
WELLS FARGO CCER	Summer Adult ProgramingWm Supercenter #14	07/02/2021	62.42	LIBRARY SPECIAL
WELLS FARGO CCER	Children and Adult ProgramingWm Supercenter	07/02/2021	12.58	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Paper products and Soft Drink Beverages for H	07/12/2021	38.05	FIRE FUND
WELLS FARGO CCER	Fuel for 330 on trip to pick up new apparatus 33	07/12/2021	36.65	FIRE FUND
WELLS FARGO CCER	Programming - KidsWm Supercenter #1491	07/12/2021	8.08	LIBRARY FUND
WELLS FARGO CCER	Monthly software subscriptionAdobe 800-833-	06/30/2021	52.99	PARK & RECREATI
WELLS FARGO CCER	Freight for Hydraulic PumpThe Ups Store 6682	06/30/2021	73.55	SEWER FUND
WELLS FARGO CCER	EbooksOverdrive Dist	06/30/2021	2,000.00	LIBRARY FUND
WELLS FARGO CCER	Mario Kart event pizza orderCaseys Gen Store	06/30/2021	59.95	LIBRARY SPECIAL
WELLS FARGO CCER	x6 Canned airIndoff Incorporated	07/21/2021	16.43	GENERAL FUND
WELLS FARGO CCER	Ebooks - American Recovery Plan ActOverdrive	07/20/2021	1,540.00	LIBRARY SPECIAL
WELLS FARGO CCER	Pediatric Pulse Ox SensorsBound Tree Medical	07/20/2021	76.80	AMBULANCE FUN
WELLS FARGO CCER	Programming - KidsHobby-Lobby #258	07/20/2021	13.98	LIBRARY FUND
WELLS FARGO CCER	Digital audiobooks - American Rescue Plan Act	07/20/2021	1,595.00	LIBRARY SPECIAL
WELLS FARGO CCER	Juvenile booksBook Outlet	07/24/2021	70.10	LIBRARY FUND
WELLS FARGO CCER	Marketing expenseMailchimp	07/13/2021	56.70	LIBRARY FUND
WELLS FARGO CCER	IPRA Membership - DepartmentIowa Park And	07/13/2021	510.00	PARK & RECREATI
WELLS FARGO CCER	FY22 Budget Document SubmissionGovernmen	07/13/2021	368.12	GENERAL FUND
WELLS FARGO CCER	Police GearAmzn Mktp Us 2926855y2	07/09/2021	70.52	POLICE FUND
WELLS FARGO CCER	Summer reading expense returnWm Supercent	07/09/2021	35.88	LIBRARY SPECIAL
WELLS FARGO CCER	Summer reading expenseWm Supercenter #14	07/08/2021	71.46	LIBRARY SPECIAL
WELLS FARGO CCER	Pickard Concession SuppliesWm Supercenter #	07/08/2021	321.86	PARK & RECREATI
WELLS FARGO CCER	Phones SIP serviceSangoma Us Inc	07/08/2021	50.22	GENERAL FUND
WELLS FARGO CCER	Laundry Basket Receptacles for Men and Wom	07/08/2021	15.96	FIRE FUND
WELLS FARGO CCER	Teen booksBook Outlet	07/06/2021	46.52	LIBRARY FUND
WELLS FARGO CCER	Programming - KidsWal-Mart #1491	07/06/2021	8.86	LIBRARY FUND
WELLS FARGO CCER	Battery charger for stationNapa Parts 215	07/06/2021	233.87	FIRE FUND
WELLS FARGO CCER	Senior Games and Balloon Camp suppliesWal-	07/23/2021	47.79	PARK & RECREATI
WELLS FARGO CCER	Program suppliesDollartree	07/23/2021	35.00	LIBRARY FUND
WELLS FARGO CCER	Adult ProgramsWm Supercenter #1491	07/23/2021	89.46	LIBRARY FUND
WELLS FARGO CCER	NFPA 2021 Fire Prevention Week KitNfpa Natl	07/23/2021	347.95	FIRE FUND
WELLS FARGO CCER	EMS Supplies for Ambulance - See the attache	07/16/2021	613.21	AMBULANCE FUN
WELLS FARGO CCER	Medical Response Bags for Indianola Police De	07/15/2021	265.38	AMBULANCE FUN
WELLS FARGO CCER	Fair contest suppliesEtsy.Com - Amazinartco	07/15/2021	1.00	PARK & RECREATI
WELLS FARGO CCER	Fair contest suppliesPaypal Mbclipartsd	07/15/2021	16.80	PARK & RECREATI
WELLS FARGO CCER	Fair contest suppliesPaypal Mbclipartsd	07/15/2021	5.60	PARK & RECREATI
WELLS FARGO CCER	Spindle for Steiner Mower DeckMessicks - Eco	07/15/2021	149.48	PARK & RECREATI
WELLS FARGO CCER	65070- Amazon Business Prime SubscriptionB2	07/15/2021	179.00	LIBRARY FUND
WELLS FARGO CCER	Special Friends Dance-Luau DanceWal-Mart #1	07/19/2021	11.82	PARK & RECREATI
WELLS FARGO CCER	VMAC MaterialsWal-Mart #1491	07/19/2021	25.50	POOL (MEMORIAL)
WELLS FARGO CCER	Programming - KidsWal-Mart #1491	07/19/2021	4.68	LIBRARY FUND
WELLS FARGO CCER	CAT tourniquets for Indianola Police Departmen	07/19/2021	75.39	AMBULANCE FUN
WELLS FARGO CCER	Programming - KidsWal-Mart #1491	07/17/2021	6.91	LIBRARY FUND
WELLS FARGO CCER	New valve stems for Tender 336Downey Tire Pr	07/07/2021	17.00	FIRE FUND
WELLS FARGO CCER	Annual ICMA Membership DuesIcma Online	07/07/2021	1,374.00	GENERAL FUND
WELLS FARGO CCER	Summer program suppliesWal-Mart #1491	07/07/2021	28.30	LIBRARY SPECIAL
WELLS FARGO CCER	Floor dry, hammer and bag for Tender 336Mena	07/03/2021	139.78	FIRE FUND
WELLS FARGO CCER	Pool Supplies-cleaningWal-Mart #1491	07/28/2021	26.40	POOL (MEMORIAL)
WELLS FARGO CCER	Pool SuppliesWal-Mart #1491	07/10/2021	49.64	POOL (MEMORIAL)
WELLS FARGO CCER	pickard concession suppliesWm Supercenter #1	07/01/2021	42.34	PARK & RECREATI
WELLS FARGO CCER	Interview and Interrogation training class for Chi	07/01/2021	275.00	POLICE FUND
WELLS FARGO CCER	4 inch PVC Tee for Hazmat Training and Respo	07/14/2021	11.79	FIRE FUND
WELLS FARGO CCER	Membership fee for NASRO for Officer Hackett	07/29/2021	40.00	POLICE FUND
WELLS FARGO CCER	Advanced SRO class for Officer HackettNationa	07/29/2021	345.00	POLICE FUND
Total WELLS FARGO CCER:			11,899.12	
WESTSIDE MUFFLER & REPAIR				
WESTSIDE MUFFLER & REPAIR	OIL CHANGE CAMERA VAN AND SERVICE T	08/12/2021	80.07	SEWER FUND
WESTSIDE MUFFLER & REPAIR	OIL CHANGE CAMERA VAN	08/12/2021	41.03	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WESTSIDE MUFFLER & REPAIR:			121.10	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	09/01/2021	780.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	09/01/2021	175.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - MEMORIAL AQUATI	09/01/2021	45.00	POOL (MEMORIAL)
WIEGERT DISPOSAL CO.	KYBO AT BRUSH FACILITY	09/01/2021	65.00	GENERAL FUND
Total WIEGERT DISPOSAL CO.:			1,065.00	
WOELL, JUSTUS				
WOELL, JUSTUS	LIFEGUARD COURSE REIMBURSEMENT	08/31/2021	40.00	POOL (MEMORIAL)
WOELL, JUSTUS	SWIMSUIT REIMBURSEMENT	08/31/2021	15.00	POOL (MEMORIAL)
Total WOELL, JUSTUS:			55.00	
YMCA OF GREATER DSM				
YMCA OF GREATER DSM	EMPLOYER EXPENSE	08/23/2021	390.00	GENERAL FUND
YMCA OF GREATER DSM	EE LIABILITY	08/23/2021	1,122.00	GENERAL FUND
Total YMCA OF GREATER DSM:			1,512.00	
Grand Totals:			688,519.04	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From:
Date: September 7, 2021
Subject: Approval of Minutes of the prior council meetings

Recommendation: Roll call is in order.

Attachments: 1. August 16 Minutes

The Indianola City Council met in regular session at 6:00 PM on August 16, 2021 in the City Hall Council Chambers. On roll call the following members were present: Heather Hulen, John Parker, Bob Kling, Gwen Schroder, Greta Southall, Greg Marchant and Mayor Pepper. Absent:None.

The Mayor administered the oath of office to Police Officers Drew Stever and Jonathon Scott.

Mayor Pepper presented a plaque and certificate of recognition to Jill Burrell upon becoming the first full-time female career firefighter/paramedic for the City of Indianola.

No public comments were offered in open forum.

Council Member Southall moved to approve the Consent Agenda. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of agenda
- Approval of Claims
- Resolution 2021-185 approving monthly transfers.
- Approval of Minutes of the prior council meeting
- Receive and file a letter from Christine Gravelle, 1500 W Third Ave, requesting a hearing to determine if a nuisance exists, and setting a Public Hearing on the request for September 7, 2021 at 6:00 p.m. (Resolution 2021-186)
- Resolution 2021-187 setting a Public Hearing on September 7, 2021, regarding a request from TeaMc, LLC to rezone property located at 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
- Approval of a renewal liquor license for Fareway Stores, Inc., located at 1309 West 2nd Avenue.
- Approval of a new liquor license for Wesley Retirement Services, Inc dba The Village, located at 1203 North E Street.
- Approval of a renewal liquor license for The Zoo, located at 102 West Ashland Avenue.
- Approval of an event application for the 2021 Children's Costume Party to be held on Saturday, October 30, 2021.
- Approval of Pay Application Number 14 to Williams Brother's Construction for the Water Resource Recovery Facility in the amount of \$2,910,168.19.
- Resolution 2021-188 approving Change Order Number 2 and Payment Application Number 2 for the Square Reconstruction Project.
- Resolution 2021-189 approving Change Order Number 4 and Payment Application Number 4 for the East Iowa Avenue Paving Project.
- Approval of utility accounts to be written off and submitted to the state offset program.

- Resolution 2021-190 approving an amended and restated employment agreement.
- Resolution 2021-191 approving an agreement with Eagle Sign Company
- Resolution 2021-192 authorizing a five-year agreement with Axon for an amount not to exceed \$90,870.01.
- Resolution 2021-193 approving a contract with Allender Butzke for geotechnical engineering services on Heritage Hills Plat 11.
- Resolution 2021-194 approving an agreement with RediTech.
- Second consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending Stormwater Management Fees.
- Second consideration of a proposed Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to a new Chapter on Human Relations Commission.
- Resolution 2021-195 approving the labor contract agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and Police Unit.
- Resolution 2021-196 approving salaries.

Doug Shull presented the Treasurer's Report for July 2021, noting the City's bond rating is very good and has saved the city a few million dollars. City Manager Ryan Waller stated the city had projected to receive 1.5 million dollars in LOST revenue for Fiscal Year 22 but the state estimate just came in at over two million. Council Member Marchant moved to receive and file the July 2021 Treasurer's Report. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Marchant moved to receive and file the EMS Billing Activity Report for June 2021. Council Member Southall seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Bob Kling reported the Metro Advisory group heard updates on DART and the Polk County Housing Authority at their recent meeting.

In the Mayor's report, Mayor Pepper reminded the public the next Council meeting will be held on Tuesday, September 7, due to the Labor Day holiday and that the Valley Place Reconstruction Project will begin on August 30.

Mayor Pepper read a proclamation declaring August 26 as Women's Equality Day in Indianola.

Council Member Kling moved to approve the appointment of George Green to serve on the Veterans Memorial Building Commission for a term beginning immediately and ending June 30, 2024. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Schroder moved to approve the second consideration of an Ordinance repealing Chapter 145 - Manufactured and Mobile Homes, Chapter 146 – Mobile Home Parks, and Chapter 164 – Small Wind Energy Conversion Systems. Council Member Hulen seconded it. In discussion, Community and Economic Development Director Charlie Dissell stated staff recommends waiving the third reading. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Schroder moved and Kling seconded to waive the third reading of the Ordinance. In discussion, City Manager Waller noted these regulations exist in the new code; this is just removing duplicates and cleaning up the current code. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall and Marchant. NAYS: None. Whereupon the Mayor declared the motion passed.

Parker moved to open the Public Hearing and Southall seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. In discussion, Dissell stated Amendments 4 and 5 are necessary to complete development agreements with businesses to get them in the TIF area. Southall moved and Marchant seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Kling moved to approve Resolution 2021-197 determining an area of the City to be an economic development area, and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of the City; designating such area as appropriate for urban renewal projects; and adopting the Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan. Council Member Southall seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Southall moved to approve an Ordinance to revise the collection of tax increment revenues within the Urban Renewal Area, as amended and as part of adopting amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Kling moved to approve Resolution 2021-198 setting dates of a consultation and a Public Hearing on a proposed Amendment Number 5 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall,

Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Kling moved to open the Public Hearing on proposed Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. Community and Economic Development Director Dissell said this amendment is needed to follow state code in removing the multi-property tax assessment classification.

Council Member Marchant moved to close the Public Hearing on proposed Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Southall moved to approve Resolution 2021-199 adopting Amendment Number 1 to the Amended and Restated 1998 Citywide Urban Revitalization Plan. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Marchant moved to approve Resolution 2021-200 approving a development agreement with the Indianola Country Club. Council Member Kling seconded it. In discussion, City Manager Waller noted this topic had been discussed with prior councils when the Country Club requested this agreement. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Southall moved to approve Resolution 2021-201 directing the acceptance of a proposal to purchase \$6,740,000 General Obligation Capital Loan Notes, Series 2021. Council Member Kling seconded it. In discussion, Mike Maloney, with DA Davidson, informed the Council the interest rate would be 1.10% and is so low because the City has an extremely high bond rating due to excellent financial management. He also reviewed the timeline for the remaining items to complete the loan. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Kling moved to approve Resolution 2021-202 approving an agreement for the Fiscal Year 22 Manhole Lining project. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

In Other Business, Deputy Clerk Jackie Raffety provided an update regarding the transition to Civic Clerk.

Council Member Parker moved to receive and file correspondence from July 30 and August 6, 2021 weekly updates from City Manager, Ryan Waller. Council Member Hulen seconded it. Question was called for and on voice vote, the Mayor declared the motion carried unanimously.

At 6:37 p.m., Council Member Kling moved to enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 6:51 p.m., Council Member Marchant moved to exit the closed the session and Parker seconded. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to adjourn the meeting and Southall seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: September 7, 2021
Subject: Resolution setting a public hearing on an application for exemption of sign code at 110 N 1st Street, Indianola, Iowa.

Introduction:

Background:

Discussion: At its meeting on September 7, the City Council will be asked to set a public hearing for a sign exemption request for the City of Indianola City Hall, located at 110 North 1st Street, which proposes to update an existing ground sign/electronic message board that does not meet the front setback of 20' or the maximum square footage for an electronic message board. As such, an exemption for the sign is requested.

No such exemption shall be granted by the Council without a public hearing. Notice thereof shall be given at least four (4) days but no more than twenty (20) days in advance of the hearing by a single publication in a newspaper of general circulation within the City.

Budget Impact:

Recommendation: Staff recommends that the public hearing be set for September 20.

Attachments:

1. Letter
2. Site Plan
3. RESOLUTION



CITY OF INDIANOLA,IOWA
110 NORTH 1ST ST
INDIANOLA,IOWA 50125

TO WHO IT MY CONCERN

EAGLE SIGN CO REQUESTS AN EXEMPTION REVIEW FROM THE CITY OF INDIANOLA,
IOWA FOR THE BUSINESS OF CITY OF INDIANOLA LOCATED AT 110 N. 1ST ST
IN INDIANOLA

THE SECTIONS OF THE CODE WE ARE REQUESTING THE EXEMPTION FROM WILL BE
167.28 ELECTRONIC MESSAGE BOARDS AND 167.33 SIGNS PERMITTED AND PROHIBITED
GENERALLY IN SPECIFIC ZONING CLASSIFICATIONS

EAGLE SIGN CO
605 SW 37TH ST
GRIMES,IOWA 50111

48020110050

48020110050

48020110050

48020110170

SIGN



N Jefferson Way

RESOLUTION NO. 2021-_____

**RESOLUTION SETTING PUBLIC HEARING ON APPLICATION FOR EXEMPTION
OF SIGN CODE AT 110 NORTH 1ST STREET, INDIANOLA, IOWA**

WHEREAS, the Municipal Code of the City of Indianola, Iowa, provides that the City Council may grant a specific exemption for a sign, provided the Council shall find the existence of a special and unusual, individual circumstance; and

WHEREAS, Rich Thompson of Eagle Sign Company, on behalf of the City of Indianola, has requested a sign exemption; and

WHEREAS, a public hearing is required prior to consideration of said exemption.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing on the proposed sign exemption is hereby set for the 20th day of September 2021, at 6:00 o'clock p.m. in the Council Chambers of the Municipal Building in Indianola, Iowa.

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

APPROVED this 7th day of September 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Approval of an event application from the Indianola Public Library for Trunk or Treat to be held on October 30, 2021.

Introduction: City of Indianola departments and IMU will participate in the Trunk or Treat event hosted by the Indianola Public Library.

Background:

Discussion: The Library is planning a Trunk or Treat event for October 30, 2021 from 5:30 p.m. to 6:30 p.m. The event will be held outside on the Library lawn, parking lot, and on C Street between Ashland and Salem Avenues.

Budget Impact:

Recommendation: All paperwork is in order and staff has approved.

Attachments: 1. Library Trunk or Treat 2021 Event Application



Event Details:

Event Name: City of Indianola & IMU Trunk or Treat

Event Sponsor(s): Indianola Public Library

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: Trunk or Treat

Date/Time of event: 10/30/2021, 5:30 - 6:30 pm

Location of event: Indianola Public Library lawn and parking lot, 207 N. B St

Anticipated Attendance: 400 Per Day 400 Total

Organization: Indianola Public Library

Contact Name: Michele Patrick

Address: 207 N. B St, Indianola IA 50125

Telephone Number: 515-961-9418

Fax Number: _____

Email address: mpatrick@indianolaiowa.gov

Today's Date: 8/17/2021

Please describe your request and event:

The library would like to host a Trunk or Treat event with the City of Indianola Departments and IMU in the library parking lot. Departments will decorate vehicles and distribute treats to trick or treaters. This event will be open to the public.

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

We are requesting to close C Street between Ashland and Salem.

Set Up Begins	Date <u>10/30/21</u>	Time <u>4:30 pm</u>	Day of Week <u>Sat</u>
Event Starts	Date <u>10/30/21</u>	Time <u>5:30 pm</u>	Day of week <u>Sat</u>
Event Ends	Date <u>10/30/21</u>	Time <u>6:30 pm</u>	Day of week <u>Sat</u>
Dismantle	Date <u>10/30/21</u>	Time <u>6:30 pm</u>	Day of week <u>Sat</u>



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

We are anticipating a crowd of about 400, more than half of which will be children. We will not be serving alcohol.

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

We will give prior notification of the event to the Indianola Police and Fire Departments and will immediately contact them during the event if needs arise.

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

We will have volunteers scheduled to clean the site immediately after the event. Garbage and recyclable goods will be discarded in the library's trash and recycling bins.

Before submitting this application be sure to complete the following:

- ☒ The event application is completely filled out
- ☒ Map A attached – showing streets/trails/parks/lane closures, location of barrier/barricades, stages, platforms, parking, etc.
- ☒ Map B attached – shows where vendors are expected to park vehicles off the Square
- ☒ Street closure permit application if applicable, attached to application. Application is on website under “How Do I submit”.
- ☐ Noise permit application if applicable, attached to application. Application available on website under “How do I apply for noise permit”. *City is the host & the insured.*
- ☐ Insurance certificate showing the City as an additional insured in the amount of \$1,000,000 is attached to the application.

As the event sponsor(s) I have read through the rules and certify that our event abides by the rules and regulations set by the Indianola Iowa City Council.

Applicant Signature: Michelle Patrick Date: 8/17/21

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

Return Application with attachments to:

City of Indianola

Attn: Event Applications

110 N 1st St PO Box 299

Indianola, Iowa 50125

email cityclerk@indianolaiowa.gov

City website indianolaiowa.gov

Last updated 4/9/21 Page 3





MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Approval of an event application from Warren County Historical Society to hold the Log Cabin Day Parade on September 25, 2021.

Introduction: The Warren County Historical Society will host the Log Cabin Festival on September 25, 2021.

Background:

Discussion: The event application from the Historical Society is attached.

Budget Impact:

Recommendation: All paperwork is in order and staff has approved.

Attachments: 1. Log Cabin Parade Event Application

2012 Event Application

3

Event Name: Log Cabin Festival

Date/Time of Event: September 25, 2011 10:00 AM

Location of Event: Parade starts lining up on Clinton by the Administration Bldg., S on Buxton, E on Ashland, S on Howard, W on Salem thru the fairgrounds.

Event Sponsor(s): Warren County Historical Society

Contact Information:

Organization: Warren County Historical Society

Contact Name: Darlene Lawyer

Address: 1201 NORTH C Street Indianola IA 50125

Telephone Number: 515-556-7413

Cell Phone Number: 515-556-7413

Fax Number: _____

Email Address: _____

Today's Date: 4-29, 2011

Anticipated Attendance: 400-500 **Per Day** 800-1000 **Total**

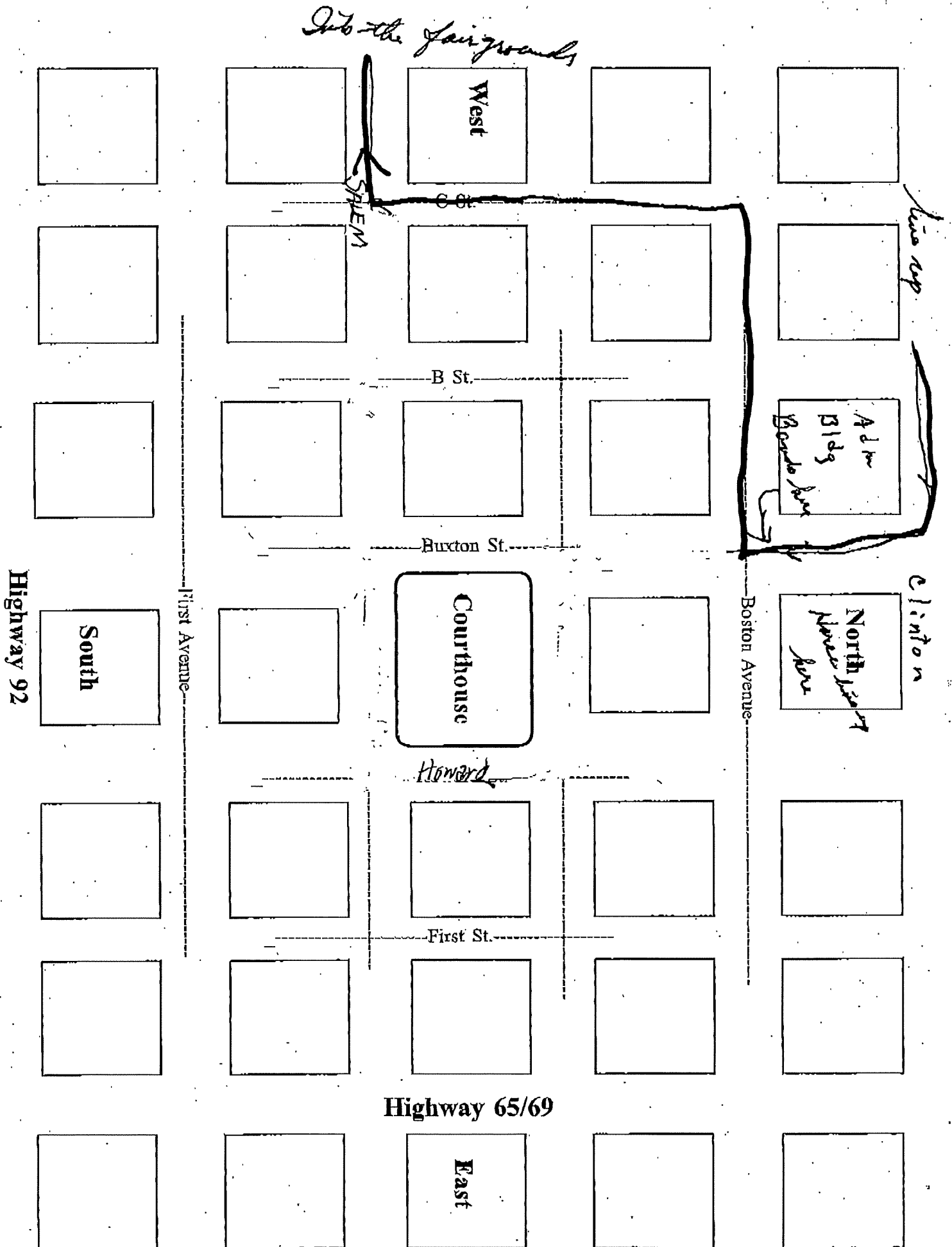
Event Information:

Setup Begins	Date: <u>9-25-2011</u>	Time: <u>9:00 AM</u>	Day of Week: <u>S</u>
Event Starts	Date: <u>9-25-2011</u>	Time: <u>10:00 AM</u>	Day of Week: <u>S</u>
Event Ends	Date: <u>9-25-2011</u>	Time: <u>11:30 AM</u>	Day of Week: <u>S</u>
Dismantle	Date: <u>9-25-2011</u>	Time: <u>11:30 AM</u>	Day of Week: <u>S</u>

Applicant Signature

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

5



Highway 65/69



WARRCOU-02

KRASKO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/13/2021

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

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

PRODUCER Weinman Insurance 311 E 2nd Ave Indianola, IA 50125	CONTACT NAME: PHONE (A/C, No, Ext): (515) 961-2567 FAX (A/C, No): (515) 961-2092 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
INSURED Warren County Historical Society PO Box 256 Indianola, IA 50125	NAIC # 10677

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER: General Aggregate	X		ENP 0194747	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Log Cabin Day parade 9/25/2021

CERTIFICATE HOLDER

CANCELLATION

CITY OF INDIANOLA PO Box 299 Indianola, IA 50125	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Kim Rasko</i>
---	---



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Approval of an event application from Indianola High School for the Homecoming Parade to be held on Thursday, September 23, 2021.

Introduction: Indianola High School will hold their Homecoming Parade on September 23rd.

Background:

Discussion: The event application is attached.

Budget Impact:

Recommendation: All paperwork is in order and staff has approved.

Attachments: 1. IHS Homecoming Parade Application



Event Details:

Event Name: Indianola High School Homecoming PARADE

Event Sponsor(s): Aaron hester & JORI COGHUAN

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: _____

Date/Time of event: Thursday, Sept. 23 - 5:00PM - 7:30 PM

Location of event: Eastside Town

Anticipated Attendance: _____ Per Day _____ Total

Organization: Indianola High School

Contact Name: JORI COGHUAN

Address: 1304 E 1ST AVE

Telephone Number: (515) 961-9510 ext. 2103 (cell) 515-205-2656

Fax Number: _____

Email address: coghlanj@indianola.k12.ia.us

Today's Date: 8/31/21

Please describe your request and event:

Annual Homecoming Parade during Week of Homecoming at H.S.

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

* Start Corner of Ashland *
* ~~West~~ ^{North} ON 9TH ST TO EUCLID *
* ~~West~~ ^{West} EUCLID TO N 5TH ST *
* SOUTH 5TH ST TO ~~West~~ ^{West} E. CLINTON AVE *
* WEST ON W CLINTON TO S. 3RD ST *
* SOUTH ON S 3RD ST. TO E. 1ST AVE *
* EAST ON E. 1ST AVE ~~BACK~~ TO HIGH SCHOOL

Set Up Begins

Date 9-23

Time 5:00 PM

Day of Week THURS

Event Starts

Date 9-23

Time 5:30 PM

Day of week THURS

Event Ends

Date 9-23

Time 7:00 PM

Day of week THURS

Dismantle

Date 9-23

Time 7:30 PM

Day of week THURS



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

We will have admin, teachers, and officers at designated areas with barricades to help with crowd control. They will also be at various intervals along parade route in golf carts to help with crowd.

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

Walkies will be used to report any problems or safety concerns that come up during parade.

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

We will drive the route after parade is finished. At this time we will gather any trash left on route, excess candy, and remove barricades.

Before submitting this application be sure to complete the following:



The event application is completely filled out



Map A attached – showing streets/trails/parks/lane closures, location of barrier/barricades, stages, platforms, parking, etc.



Map B attached – shows where vendors are expected to park vehicles off the Square



Street closure permit application if applicable, attached to application. Application is on website under “How Do I submit”.



Noise permit application if applicable, attached to application. Application available on website under “How do I apply for noise permit”.



Insurance certificate showing the City as an additional insured in the amount of \$1,000,000 is attached to the application.

As the event sponsor(s) I have read through the rules and certify that our event abides by the rules and regulations set by the Indianola Iowa City Council.

Applicant Signature: *Cheryl J. J.*

Date: 8/31/21

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

Return Application with attachments to:

City of Indianola

Attn: Event Applications

110 N 1st St PO Box 299

Indianola, Iowa 50125

email cityclerk@indianolaiowa.gov

City website indianolaiowa.gov



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Approval of Urban Revitalization Designations.

Introduction:

Background:

Discussion: The following comprises a list of Urban Revitalization Designations. All applications are in order.

500 East Iowa Ave	People's Bank	Commercial new construction
604 South Y St	Misty Soldwisch	Residential new construction
606 South Y St	Dennis and Sharon Ripperger	Residential new construction
702 North Kenwood Blvd	Martine Vansice	Residential new construction
802 East Hillcrest	Apex Storage Solutions	Commercial new construction
803 East Trailridge Ave	Orton Homes	Residential new construction
1204 South O St	Ryan and Sarah Ritchie	Residential new construction
1211 North N Ct	John Angerstein	Residential new construction
1501 East Franklin	KRM Development	Residential new construction
1503 East Franklin	KRM Development	Residential new construction
1504 West Lincoln	Autumn Ridge Development	Residential new construction
1512 West Lincoln	Autumn Ridge Development	Residential new construction
1600 West Lincoln	Autumn Ridge Development	Residential new construction
2319 North 9th Ct	Tony and Anitta Spenner	Residential new construction

Budget Impact:

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Approval of Payment Application Number 5 from Langman Construction for the WRRF Trunk Sewer and Outfall Sewer Improvements project in an amount not to exceed \$241,929.90.

Introduction: Items included in this application include construction survey, construction testing, approximately 1,344 linear feet of 42-inch sewer, approximately 1,050 linear feet of 6-inch irrigation force main, force main fittings, tracer wire, 2 manholes, SWPPP, and stabilized construction entrance.

Background:

Discussion: As of this Pay Application, Langman Construction has been paid 44.5% of the contract.

Budget Impact: \$241,929.90.

Recommendation: Full partial payment of Payment Application No. 5 as submitted by Langman Construction is recommended.

Attachments: 1. Trunk Sewer Langman Pay Request5



▷ 5525 Merle Hay Road | Suite 200 | Johnston, IA 50131

Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

August 31, 2021

Mr. Rick Graves
City of Indianola WPC
P.O. Box 299
Indianola, IA 50125

Re: WRRF INFLUENT TRUNK SEWER & OUTFALL PROJECT
Contractor's Application for Payment No. 5

Dear Rick:

Attached is an electronic copy of Payment Application No. 5 from Langman Construction Inc. for the WRRF Influent Trunk Sewer and Outfall Sewer project. Items included in this application include construction survey, construction testing, approximately 1,344 linear feet of 42-inch sewer, approximately 1,050 linear feet of 6-inch irrigation force main, force main fittings, tracer wire, 2 manholes, SWPPP, and stabilized construction entrance.

The total request for Payment Application No. 5 is \$241,929.90. As of this Pay Application, Langman Construction has been paid 44.5% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 5 as submitted by Langman Construction. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

A handwritten signature in blue ink that reads 'Joseph Frankl'.

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2021\210240\Construction\Payment\Pay_Estimates\#5\lrr-083121-Trunk_Sewer_Langman_Pay_Request5.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 1 Pages

TO OWNER: City of Indianola PROJECT: WRRF Influent Trunk Sewer & Outfall Sewer APPLICATION NO: 5 Distribution to:
110 N. 1st Street 11870 Hoover Street
Indianola, IA 50125 Indianola, IA 50125
FROM Langman Construction, Inc. ARCHITECT: HR Green, Inc.
CONTRACTOR: 220-34th Avenue 5525 Merle Hay Road, Suite 200
Rock Island, IL 61201
PERIOD TO: August 25, 2021
PROJECT NOS:

CONTRACT FOI General Construction

CONTRACT DATE: March 16, 2021

CONTRACTOR'S APPLICATION FOR PAYMENT

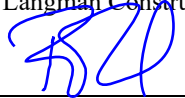
Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$6,603,000.00
2. NET CHANGE BY CHANGE ORDERS	\$0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$6,603,000.00
4. TOTAL COMPLETED & STORED TO DATE (Column L on G703)	\$3,068,780.03
5. RETAINAGE:	
a. 5 % of Completed Work (Column J on G703)	\$93,987.77
b. 5 % of Stored Material (Column K on G703)	\$59,451.23
Total Retainage (Lines 5a + 5b or Total in Column N of G703)	\$153,439.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$2,915,341.02
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$2,673,411.12
8. CURRENT PAYMENT DUE	\$241,929.90
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$3,687,658.98

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: Langman Construction, Inc.

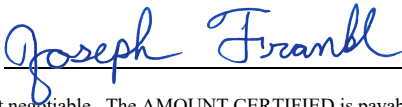
By:  Date: August 25, 2021**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ \$241,929.90

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By:  Date: 8/31/2021

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703

Page 1 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5

APPLICATION DATE: 8/25/2021

PERIOD TO: 8/25/2021

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C ITEM QUANTITY	D UNITS	E UNIT PRICE	F TOTAL VALUE OF ITEM	G PREVIOUS QUANTITIES	H ESTIMATED QUANTITY INSTALLED THIS PERIOD	I QUANTITIES TO DATE	J VALUE OF WORK THIS PERIOD	K VALUE OF WORK INSTALLED TO DATE	L MATERIALS PRESENTLY STORED (NOT IN H)	M TOTAL COMPLETED AND STORED TO DATE (H+I)	N % (L ÷ F)	O BALANCE TO FINISH (F - L)	P RETAINAGE (IF VARIABLE RATE)
1	Mobilization	1.00	LS	\$849,000.00	\$849,000.00	0.50		0.50		\$424,500.00		\$424,500.00	50.00%	\$424,500.00	\$21,225.00
2	Construction Survey	1.00	LS	\$20,000.00	\$20,000.00	0.30	0.10	0.40	\$2,000.00	\$8,000.00		\$8,000.00	40.00%	\$12,000.00	\$400.00
3	Clearing and Grubbing	1.00	LS	\$100,000.00	\$100,000.00	0.85		0.85		\$85,000.00		\$85,000.00	85.00%	\$15,000.00	\$4,250.00
4	Topoil, Onsite	34046.00	CY	\$2.00	\$68,092.00								0.00%	\$68,092.00	\$0.00
5	Subgrade Preparation	4520.00	SY	\$1.35	\$6,102.00								0.00%	\$6,102.00	\$0.00
6	Subbase, Modified, 6"	3010.00	TON	\$25.50	\$76,755.00	1739.54		1739.54		\$44,358.27		\$44,358.27	57.79%	\$32,396.73	\$2,217.91
7	Removal of Known Box Culvert, 4x5RCB	30.00	LF	\$65.00	\$1,950.00	30.00		30.00		\$1,950.00		\$1,950.00	100.00%		\$97.50
8	Removal of Known CMP Culvert, 24"	56.00	LF	\$10.00	\$560.00	56.00		56.00		\$560.00		\$560.00	100.00%		\$28.00
9	Rock Removal	500.00	CY	\$0.01	\$5.00								0.00%	\$5.00	\$0.00
10	Trench Foundation	1000.00	TON	\$21.00	\$21,000.00								0.00%	\$21,000.00	\$0.00
11	Concrete Encasement	100.00	LF	\$400.00	\$40,000.00	20.00		20.00		\$8,000.00		\$8,000.00	20.00%	\$32,000.00	\$400.00
12	Construction Testing	1.00	LS	\$3,000.00	\$3,000.00	0.16	0.08	0.24	\$240.00	\$720.00		\$720.00	24.00%	\$2,280.00	\$36.00
13	Gravity Outfall Sewer, Trenched, PVC, 30" Diameter	30.00	LF	\$263.00	\$7,890.00						\$1,914.60	\$1,914.60	24.27%	\$5,975.40	\$95.73
14	Gravity Outfall Sewer, Trenched, PVC, 42" Diameter	2942.00	LF	\$271.00	\$797,282.00						\$370,544.90	\$370,544.90	46.48%	\$426,737.10	\$18,527.25
15	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Normal Bury	1969.00	LF	\$238.00	\$468,622.00						\$181,797.77	\$181,797.77	38.79%	\$286,824.23	\$9,089.89
16	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Structure1259-Structure 1262	766.00	LF	\$330.00	\$252,780.00						\$70,724.78	\$70,724.78	27.98%	\$182,055.22	\$3,536.24
17	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Station 20+50-Structure 1265	379.00	LF	\$295.00	\$111,805.00						\$21,512.89	\$21,512.89	19.24%	\$90,292.11	\$1,075.64
18	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Normal Bury	5963.00	LF	\$271.00	\$1,615,973.00	955.28	1344.22	2299.50	\$364,283.62	\$623,164.50	\$461,417.83	\$1,084,582.33	67.12%	\$531,390.68	\$54,229.12
19	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1273-1275	644.00	LF	\$383.00	\$246,652.00						\$81,111.80	\$81,111.80	32.89%	\$165,540.20	\$4,055.59
20	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1283-1285	977.00	LF	\$304.00	\$297,008.00	977.00		977.00		\$297,008.00	\$0.00	\$297,008.00	100.00%		\$14,850.40
21	Gravity Outfall Sewer, Trenched, DIP, 42" Diameter	76.00	LF	\$600.00	\$45,600.00								0.00%	\$45,600.00	\$0.00
22	Gravity Trunk Sewer, Trenched, DIP, 36" Diameter	143.00	LF	\$530.00	\$75,790.00								0.00%	\$75,790.00	\$0.00
23	Gravity Trunk Sewer, Trenched, DIP, 42" Diameter	101.00	LF	\$600.00	\$60,600.00	101.00		101.00		\$60,600.00		\$60,600.00	100.00%		\$3,030.00
24	Irrigation Force Main, Trenched, Unrestrained PVC, 6"	10423.00	LF	\$20.00	\$208,460.00	1514.90	1050.10	2565.00	\$21,001.94	\$51,300.00		\$51,300.00	24.61%	\$157,160.00	\$2,565.00
25	Irrigation Force Main, Trenched, Restrained PVC, 6"	392.00	LF	\$45.00	\$17,640.00								0.00%	\$17,640.00	\$0.00
26	Irrigation Force Main, Trenched, Restrained PVC, 4"	284.00	LF	\$40.00	\$11,360.00								0.00%	\$11,360.00	\$0.00
27	Irrigation Force Main, Trenched, Restrained DIP, 6"	107.00	LF	\$100.00	\$10,700.00	25.00		25.00		\$2,500.00		\$2,500.00	23.36%	\$8,200.00	\$125.00
28	Storm Sewer, Trenched, RCP, 30"	83.00	LF	\$135.00	\$11,205.00								0.00%	\$11,205.00	\$0.00
29	Storm Sewer, Trenched, RCP, 36"	39.00	LF	\$170.00	\$6,630.00								0.00%	\$6,630.00	\$0.00
30	Storm Sewer, Trenched, RCAP, 42" (53" X 32") ARCH	20.00	LF	\$245.00	\$4,900.00								0.00%	\$4,900.00	\$0.00
31	Pipe Culvert, Trenched, RCAP, 72" (88" X 54") ARCH	29.00	LF	\$510.00	\$14,790.00	29.00		29.00		\$14,790.00		\$14,790.00	100.00%		\$739.50
32	Pipe Culvert, Trenched, RCP, 24"	50.00	LF	\$120.00	\$6,000.00	50.00		50.00		\$6,000.00		\$6,000.00	100.00%		\$300.00
33	RCP Apron, Type II, 24"	2.00	EA	\$900.00	\$1,800.00	2.00		2.00		\$1,800.00		\$1,800.00	100.00%		\$90.00
34	RCP Apron, Type II, 36"	2.00	EA	\$1,300.00	\$2,600.00								0.00%	\$2,600.00	\$0.00
35	RCAP Apron, 4030 223, 42" ARCH	2.00	EA	\$2,000.00	\$4,000.00								0.00%	\$4,000.00	\$0.00
36	RCAP Apron, Iowa DOT DR-202, 72" ARCH	2.00	EA	\$3,800.00	\$7,600.00								0.00%	\$7,600.00	\$0.00
37	RCAP Apron Footing, 36"	2.00	EA	\$500.00	\$1,000.00								0.00%	\$1,000.00	\$0.00
38	RCAP Apron Footing, 42"	2.00	EA	\$2,000.00	\$4,000.00								0.00%	\$4,000.00	\$0.00
39	6" 11.25° DI MJ Bend	18.00	EA	\$375.00	\$6,750.00	3.00	1.00	4.00	\$375.00	\$1,500.00		\$1,500.00	22.22%	\$5,250.00	\$75.00
40	6" 22.5° DI MJ Bend	9.00	EA	\$370.00	\$3,330.00	1.00	3.00	4.00	\$1,110.00	\$1,480.00		\$1,480.00	44.44%	\$1,850.00	\$74.00
41	6" 45° DI MJ Bend	12.00	EA	\$382.00	\$4,584.00	3.00	1.00	4.00	\$382.00	\$1,528.00		\$1,528.00	33.33%	\$3,056.00	\$76.40
42	6"X4" DI MJ TEE	1.00	EA	\$500.00	\$500.00								0.00%	\$500.00	\$0.00
43	6" DI MJ Sleeve, Connect to Existing Force Main	1.00	EA	\$1,000.00	\$1,000.00	1.00		1.00		\$1,000.00		\$1,000.00	100.00%		\$50.00
44	4" DI MJ Sleeve, Connect to Existing Force Main	1.00	EA	\$900.00	\$900.00								0.00%	\$900.00	\$0.00
45	6" DI MJ CAP	1.00	EA	\$375.00	\$375.00								0.00%	\$375.00	\$0.00
46	Tracer System	1.00	LS	\$4,000.00	\$4,000.00		0.16	0.16	\$640.00	\$640.00		\$640.00	16.00%	\$3,360.00	\$32.00
47	6" Gate Valve with Valve Box	1.00	EA	\$850.00	\$850.00								0.00%	\$850.00	\$0.00

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 2 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 5

APPLICATION DATE: 8/25/2021

PERIOD TO: 8/25/2021

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C ITEM QUANTITY	D UNITS	E UNIT PRICE	F TOTAL VALUE OF ITEM	G PREVIOUS QUANTITIES	H ESTIMATED QUANTITY INSTALLED THIS PERIOD	I QUANTITIES TO DATE	J VALUE OF WORK THIS PERIOD	K VALUE OF WORK INSTALLED TO DATE	L MATERIALS PRESENTLY STORED (NOT IN H)	M TOTAL COMPLETED AND STORED TO DATE (H+I)	N % (L ÷ F)	O BALANCE TO FINISH (F - L)	P RETAINAGE (IF VARIABLE RATE)
48	4" Gate Valve with Valve Box	1.00	EA	\$710.00	\$710.00								0.00%	\$710.00	\$0.00
49	Connection to Existing Manhole	1.00	EA	\$7,000.00	\$7,000.00	1.00		1.00		\$7,000.00		\$7,000.00	100.00%		\$350.00
50	Sanitary Manhole, SW-301, 60" Diameter	8.00	EA	\$12,700.00	\$101,600.00								0.00%	\$101,600.00	\$0.00
51	Sanitary Manhole, SW-301, 72" Diameter	27.00	EA	\$16,600.00	\$448,200.00	5.00	2.00	7.00	\$33,200.00	\$116,200.00		\$116,200.00	25.93%	\$332,000.00	\$5,810.00
52	Sanitary Manhole, SW-301, >25" Deep, 72" Diameter	2.00	EA	\$28,500.00	\$57,000.00	1.00		1.00		\$28,500.00		\$28,500.00	50.00%	\$28,500.00	\$1,425.00
53	Sanitary Manhole, SW-302, 7' X 7'	1.00	EA	\$27,700.00	\$27,700.00								0.00%	\$27,700.00	\$0.00
54	Sanitary Manhole, SW-303, 84" Diameter	1.00	EA	\$35,200.00	\$35,200.00								0.00%	\$35,200.00	\$0.00
55	Storm Manhole, SW-401, 84" Diameter	1.00	EA	\$10,600.00	\$10,600.00								0.00%	\$10,600.00	\$0.00
56	Outfall Headwall	1.00	EA	\$30,000.00	\$30,000.00								0.00%	\$30,000.00	\$0.00
57	Class A Road Surfacing, 3"	842.00	TON	\$30.00	\$25,260.00	763.64		763.64		\$22,909.20		\$22,909.20	90.69%	\$2,350.80	\$1,145.46
58	Traffic Control	1.00	LS	\$4,500.00	\$4,500.00	0.20		0.20		\$900.00		\$900.00	20.00%	\$3,600.00	\$45.00
59	Hydraulic Seeding, Fertilizing, and BFM Mulching, Type 2 Mix	4.10	ACRE	\$3,200.00	\$13,120.00								0.00%	\$13,120.00	\$0.00
60	Hydraulic Seeding, Fertilizing, and BFM Mulching, Type 5 Mix	7.80	ACRE	\$2,650.00	\$20,670.00	0.77		0.77		\$2,040.50		\$2,040.50	9.87%	\$18,629.50	\$102.03
61	Hydraulic Seeding, Fertilizing, and BFM Mulching, Native Mix	14.70	ACRE	\$3,750.00	\$55,125.00								0.00%	\$55,125.00	\$0.00
62	Hydraulic Seeding, Fertilizing, and BFM Mulching, Wetland Mix	3.40	ACRE	\$4,000.00	\$13,600.00								0.00%	\$13,600.00	\$0.00
63	Plants, Trees	0.05	ACRE	\$40,000.00	\$2,000.00								0.00%	\$2,000.00	\$0.00
64	SWPPP Preparation	1.00	LS	\$1,905.99	\$1,905.99	1.00		1.00		\$1,905.99		\$1,905.99	100.00%		\$95.30
65	SWPPP Management	1.00	LS	\$4,500.00	\$4,500.00	0.16	0.08	0.24	\$360.00	\$1,080.00		\$1,080.00	24.00%	\$3,420.00	\$54.00
66	Filter Sock, Installation, Maintenance, and Removal	7000.00	LF	\$1.50	\$10,500.00	524.00		524.00		\$786.00		\$786.00	7.49%	\$9,714.00	\$39.30
67	Temporary RECP, Type 2 C	930.00	SY	\$1.30	\$1,209.00								0.00%	\$1,209.00	\$0.00
68	Rip-Rap, Class E, Stream Crossings	368.00	TON	\$60.00	\$22,080.00								0.00%	\$22,080.00	\$0.00
69	Rip-Rap, Class D, Stream Bank Stabilization	275.00	TON	\$60.00	\$16,500.00								0.00%	\$16,500.00	\$0.00
70	Rip-Rap, Class D, Outfall	84.00	TON	\$60.00	\$5,040.00								0.00%	\$5,040.00	\$0.00
71	Rip-Rap, Class A, Storm Sewer	184.00	TON	\$60.00	\$11,040.00								0.00%	\$11,040.00	\$0.00
72	Silt Fence, Installation, Maintenance, and Removal	7000.00	LF	\$1.50	\$10,500.00								0.00%	\$10,500.00	\$0.00
73	Stabilized Construction Entrances	1.00	LS	\$1,500.00	\$1,500.00		0.25	0.25	\$375.00	\$375.00		\$375.00	25.00%	\$1,125.00	\$18.75
74	Dust Control, Water	12.50	MGAL	\$100.00	\$1,250.00	5.10		5.10		\$510.00		\$510.00	40.80%	\$740.00	\$25.50
75	Dust Control, Calcium Chloride	37.50	TON	\$500.00	\$18,750.00	15.30		15.30		\$7,650.00		\$7,650.00	40.80%	\$11,100.00	\$382.50
76	Removal and Replacement of Field Fence	360.00	LF	\$15.00	\$5,400.00								0.00%	\$5,400.00	\$0.00
77	Concrete Washout	1.00	LS	\$100.00	\$100.00								0.00%	\$100.00	\$0.00
78	Air Release Valve Station	4.00	EA	\$16,000.00	\$64,000.00	1.00		1.00		\$16,000.00		\$16,000.00	25.00%	\$48,000.00	\$800.00
79	Dewatering	1.00	LS	\$0.01	\$0.01								0.00%	\$0.01	\$0.00
80	Creek Crossing	3.00	EA	\$25,000.00	\$75,000.00	1.50		1.50		\$37,500.00		\$37,500.00	50.00%	\$37,500.00	\$1,875.00
81															\$0.00
82															\$0.00
83															\$0.00
84															\$0.00
85															\$0.00
86															\$0.00
	GRAND TOTALS				\$6,603,000.00				\$423,967.56	\$1,879,755.46	\$1,189,024.57	\$3,068,780.03	46.48%	\$3,534,219.98	\$153,439.00

Stored Material Summary

For (Contract): WRRF Influent Trunk Sewer & Outfall Sewer								Application Number: 5			
Application Period: 4/21/2021 to 8/24/2021								Application Date: 8/24/2021			
A		B			C		D	Subtotal Amount Completed and Stored to Date (C + D)	E		F
Bid Item No.	Supplier Invoice No.	Storage Location	Description of Materials Stored	Footage	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$ (D + E - F))
					Date Placed	Amount (\$)			Date (Month/Year)	Amount (\$)	
	N828587		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011875		30 INCH SEWER PIPE	30	4/2021	\$1,914.60		\$1,914.60			\$1,914.60
	O011875		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011885		36 INCH SEWER PIPE	140	4/2021	\$12,926.20		\$12,926.20			\$12,926.20
	O011891		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011899		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011905		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011913		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011920		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011933		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011948		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011975		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011979		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011996		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034628		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	4/2021	\$21,159.60	\$0.00
	O034637		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	4/2021	\$21,159.60	\$0.00
	O034648		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034665		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034682		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034682		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034741		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034763		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034763		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034892		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O034960		42 INCH SEWER PIPE	28	4/2021	\$3,526.60		\$3,526.60	6/2021	\$3,526.60	\$0.00
	O034960		36 INCH SEWER PIPE	140	4/2021	\$12,926.20		\$12,926.20			\$12,926.20
	O035146		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O035159		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O035167		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O035182		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O046882		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O046882		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O055532		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O055738		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O075827		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O076055		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O076062		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O084813		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O084828		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O094678		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	8/2021	\$7,116.18	\$14,043.43

	O094691		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O094700		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O102393		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O102421		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O102429		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O102444		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O109826		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O109843		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O109858		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O110000		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O110025		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O110039		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O133491		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O133501		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O133512		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O147425		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O147692		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O147801		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O147986		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148003		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148133		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148161		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148177		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148467		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148481		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148495		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O151218		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O151228		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164687		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164706		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164720		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164737		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164750		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164758		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O168526		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O168596		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O198883		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O198895		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O198912		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O199055		42 INCH SEWER PIPE	98	5/2021	\$12,343.10		\$12,343.10			\$12,343.10
	O199087		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O199108		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O199118		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	5/2021	\$2,015.20	\$19,144.40
				CURRENT STORED FOOTAGE	VALUE						
30 INCH SEWER PIPE				30.00	\$1,914.60						
36 INCH SEWER PIPE				2968.00	\$274,035.44						
42 INCH SEWER PIPE				7249.50	\$913,074.52						
				</							

Sanitary Sewer						3030.60
Structure	Point Number	Northing	Easting	Elevation	Description	Distance
1287	24	513721.2	1613707.27	809.359	Existing STR Center Flat-top	
1286	23	513642.9	1613787.21	808.661	Rim Not finished Grade	111.89
1285	25	513282.35	1613784.24	806.419	Rim Not finished Grade	360.57
1284	28	512787.21	1613786.05	819.275	Rim Not finished Grade	495.14
1283	29	512303.33	1613787.39	804.409	Rim Not finished Grade	483.88
1282	51	512211.92	1613834.18	806.123	Rim Not finished Grade	102.70
1281	52	512023.98	1614280.22	807.453	Rim Not finished Grade	484.02
1280	53	511577.04	1614496.65	807.564	Rim Not finished Grade	496.58
1279	54	511291.58	1614902.05	807.47	Rim Not finished Grade	495.82

					2539.487139
Point	Description	Northing	Easting	Desc	Distance
16	valve	513748.66	1613746.45	top of valve	
17	Bend	513746.64	1613747.00	Top of Main	2.097922782
19	Bend	513650.67	1613762.81	Top of Main	97.26009633
21	Bend	513648.49	1613763.15	Top of Main	2.206613922
22	Bend	513625.48	1613795.09	Top of Main	39.36259922
30	22.5 bend	512282.47	1613794.21	Top of Main	1343.010286
	11.25	512266.44	1613802.40	Top of Main	18
31	11.25	512232.63	1613819.66	Top of Main	37.96538867
32	11.25	512216.80	1613827.72		17.75618205
34	45 sw 1282	512207.51	1613830.72		9.765236761
35	22.5	512033.16	1614252.58		456.4706667
42	22.5 1281. #2	512015.07	1614271.60		26.24969602
41	22.5 1280	511574.79	1614485.17		489.3424508



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: September 7, 2021

Subject: Third consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending Stormwater Management Fees.

Recommendation: Roll call is in order.

Attachments: 1. Ord Amend Stormwater Management Fees.docx

ORDINANCE NO. 2021 - _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA AMENDING STORMWATER MANAGEMENT FEES.

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

Section 1. The portion of the following section be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

104.02 STORMWATER MANAGEMENT FEES.

Except as hereinafter noted, each customer whose property lies within the corporate limits of the City shall pay to the City, through its utility billing system, the following stormwater management fees based on equivalent residential unit (ERU) associated with the customer's property:

1. Undeveloped: A flat fee at the rate of \$0.00 per month.

2. Single-Family and Two-Family Residential: \$6.00 per ERU per month.

3. Commercial/Industrial/Multi-Family/Government/Other Uses: \$6.00 per ERU per month up to a maximum of 200 ERUs. The owner of the taxed land parcel shall be deemed the user; except where units are individually metered in which case the occupant of each unit is deemed the user and the ERU's associated with the property shall be divided equally amongst each meter, with a minimum of one (1) ERU for each meter. The 200 ERU cap is in place for the physical condition of properties as of December 31, 2010. If a property exceeds 200 ERUs as of this date and expands its impervious area after this date, the new expanded area is subject to the full stormwater management fees for the expanded area plus the 200 ERU cap. Multiple parcels owned by either the Indianola Community School District, Warren County, or the City shall be considered one parcel and subject to one 200 ERU cap regardless of future expansions. Multiple parcels owned by a private entity shall be considered one parcel and subject to one 200 ERU cap as long as such parcels are contiguous. All other non-contiguous parcels owned by such a private entity shall be calculated separately and individually.

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

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

Passed by the City Council on the _____ day of _____, 2021, and approved

this _____ day of _____, 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of

Indianola, Iowa, on _____, 2021, and was published on _____, 2021.

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: September 7, 2021

Subject: Second consideration of an Ordinance to revise the collection of tax increment revenues within the Urban Renewal Area, as amended and as part of adopting amendment Number 4 to the Hillcrest/Downtown Unified Urban Renewal Plan for an urban renewal area in the City of Indianola.

Recommendation: Roll call is in order.

Attachments: 1. Amend No. 4 to Unified URP - Ordinance (01911959x7F7E1)

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NOS. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, AND 1616, PROVIDING THAT GENERAL PROPERTY TAXES LEVIED AND COLLECTED EACH YEAR ON ALL PROPERTY LOCATED WITHIN THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA, IN CITY OF INDIANOLA, COUNTY OF WARREN STATE OF IOWA, BY AND FOR THE BENEFIT OF THE STATE OF IOWA, CITY OF INDIANOLA, COUNTY OF WARREN, INDIANOLA COMMUNITY SCHOOL DISTRICT, AND OTHER TAXING DISTRICTS, BE PAID TO A SPECIAL FUND FOR PAYMENT OF PRINCIPAL AND INTEREST ON LOANS, MONIES ADVANCED TO AND INDEBTEDNESS, INCLUDING BONDS ISSUED OR TO BE ISSUED, INCURRED BY THE CITY IN CONNECTION WITH THE AMENDED HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL AREA **(AMENDMENT NO. 4 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN)**

WHEREAS, the City Council of the City of Indianola, State of Iowa, has heretofore, in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, and 1616, provided for the division of taxes within the Hillcrest/Downtown Unified Urban Renewal Area ("Area" or "Urban Renewal Area"), pursuant to Section 403.19, Code of Iowa; and

WHEREAS, territory now has been removed from the Hillcrest/Downtown Unified Urban Renewal Area through the adoption of Amendment No. 4 to the Hillcrest/Downtown Unified Urban Renewal Plan; and

WHEREAS, indebtedness has been incurred by the City, and additional indebtedness is anticipated to be incurred in the future, to finance urban renewal project activities within the amended Hillcrest/Downtown Unified Urban Renewal Area, and the continuing needs of redevelopment within the amended Hillcrest/Downtown Unified Urban Renewal Area are such as to require the continued application of the incremental tax resources of the amended Hillcrest/Downtown Unified Urban Renewal Area; and

WHEREAS, the following enactment is necessary to accomplish the objectives described in the premises.

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

Ordinance Numbers 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, and 1616 are hereby amended to read as follows:

Section 1. For purposes of this Ordinance, the following terms shall have the following meanings:

a) Hillcrest Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 11-94 on July 5, 1994, and described in Ordinance No. 1026, which includes the lots and parcels located within the area legally described as follows:

A part of the North $\frac{1}{2}$ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa described as follows: Beginning at the North $\frac{1}{4}$ corner of said Section 19, thence North $89^{\circ} 06'$ West 6.15 feet, thence South $01^{\circ} 36' 20''$ East 1323.7 feet to the Southwest corner of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ of said Section 19; thence East 1552.0 feet to the West right-of-way line of the C.R. I. & P.R.R.; thence Northwesterly along a $3^{\circ} 36' 36''$ curve with a central angle of $51^{\circ} 58'$ a distance of 659.0 feet, thence North $21^{\circ} 03'$ West 711.24 feet to the North line of said Section 19; thence West 1263.0 feet to the point of beginning, and being a part of the City of Indianola, Iowa. (Also known as a portion of Parcels K & L of the Replat of Hillcrest Industrial Park 1.)

b) Hillcrest Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 14-98 on October 19, 1998, and described in Ordinance No. 1137, which includes the lots and parcels located within the area legally described as follows:

Beginning at a point 269.5' North of the Southeast corner of the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 19-76-23 thence North along West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to East Corporate Limits; thence South along East Corporate Limits line within Section 20 a distance of 3,300', thence East along East Corporate Limits line 660' to East line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of 20-76-23, thence South along corporate limits line to the center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N $00-05'-00''$ E) 269.5', thence West (N $00-08'-00''$ W) 165' to point of beginning. (Area includes Indianola Industrial Park Plats 1 & 2 and additional property.)

c) Hillcrest Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 9-01 on September 4, 2001, and described in Ordinance No. 1218, which includes the lots and parcels located within the area legally described as follows:

The East 808.65' of North 777.46' of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 19, Township 76, Range 23, Indianola, Iowa. (Also known as a portion of Hillcrest Industrial Park Plat 2.)

d) Hillcrest Amendment No. 3 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 3 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 05-05 on March 7, 2005, which was corrected by Resolution No. 13-05 on July 18, 2005, and described in Ordinance No. 1336, which amended Ordinance No. 1322 to correct the legal description of the Amendment No. 3 Subarea, which includes the lots and parcels located within the area legally described as follows:

All of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 18-76-23, now known as Quail Meadows Subdivision, lying west of the east line of the former Railroad Right of Way including all adjacent Public Right of Way and Road Easements of record.

Beginning 555' South of the NW corner of Section 18-76-23 and running thence East 289'; thence South 170'; thence West 289'; thence North 170' to the P.O.B, and including all adjacent highway right-of-way of record.

All of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 19-76-23 including all adjacent Public Right of Way and Road Easements of record except 18.54 acres in the NE Corner.

West 50' of the East 43 Acres in the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 19-76-23.

Lots 1-7 of Hulen's Subdivision including all north and west adjacent Public Right of Way and Road Easements of record.

Lots 1-5 of Scenic Pointe Subdivision including all adjacent Public Right of Way and Road Easements of record.

Lots C, D, E, F, G, and H of Goodale Place within SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 294' West of SE Corner of said Section 12, thence West 156', thence North 170', thence East 156', thence South 170' to Point of Beginning including all adjacent Public Right of Way and Road Easements of record.

Part of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 12-76-24 described as follows: Beginning 450' West of the SE Corner of said Section 12, thence West 242', thence North 120', thence East 242', thence South 120' to the point of beginning including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, 4 and Parcel A of Lot 2 of Langfitt Subdivision Plat 2 including all adjacent Public Right of Way and Road Easements of record. Lot 2 was included in the Amendment No. 3 map but inadvertently omitted from the legal description.

Lots 1 & 2 of Langfitt Subdivision Plat 1 including all adjacent Public Right of Way and Road Easements of record.

Lots 1, 2, 3, and 4 of Bob Moore Subdivision including all adjacent Public Right of Way and Road Easements of record.

All of the West 229' of the North 96' of the South 242' of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

Lots 10-12 of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23 including all adjacent Public Right of Way and Road Easements of record.

All of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24 including all adjacent Public Right of Way and Road Easements of record except West 200' East 355.5' North 96' and except South 416' North 512' West 416' East 571.5'.

All Public Right of Way and Road Easements of record along the north boundary of the NW $\frac{1}{4}$ NE $\frac{1}{4}$ Section 19-76-23, all Public Right of Way and Road Easements of record along the south boundary of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the south and west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the west boundary of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 18-76-23, all Public Right of Way and Road Easements of record along the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easements of record along the east boundary of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 13-76-24, all Public Right of Way and Road Easement of record along the west boundary of NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 18-76-23, and all Public Right of Way and Road Easements of record along the west boundary of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 7-76-24.

e) Hillcrest Amendment No. 4 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 4 to the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area approved by Resolution No. 04-09 on March 16, 2009, and described in Ordinance No. 1428, which includes the lots and parcels located within the area legally described as follows:

The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ lying west of railroad right-of-way except the North 100' of 18-76-23:

AND

The Northeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the North 100' of 18-76-23:

AND

The Southwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except U.S. Highway right-of-way of 18-76-23 (Area includes a portion of Summercrest Hills Plat 3):

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ except the U.S. Highway right-of-way and except the North 100' (Area includes Summercrest Hills Plat 1.)

AND

The Southeast $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ of Section 18, Township 76, Section 23 (Area includes Summercrest Hills Plat 2 and a portion of Summercrest Hills Plat 3.)

AND

Parcel "J"

All that part of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 24, Township 76 North, Range 24 West of the 5th P.M., Indianola, Warren County, Iowa being more accurately described as follows: Commencing at the Northeast corner of said Section 24, thence South 00 -00'-00" East along the East line of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 1330.90 feet to the Southeast corner of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24; thence North 88 -59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 85.01 feet to a point on the West Right of Way line of U.S. Highway 65-69, as it is presently established, said point being the POINT OF BEGINNING; thence continuing North 88-59'-20" West along the South line of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of said Section 24 a distance of 159.59 feet to the Southeast corner of Lot 1, Brookwood, an Official Plat, Indianola, Warren County, Iowa; thence North 45 -00'-00" West along the East lines of Lots 1, 2 and 3 of said Brookwood, a distance of 352.76 feet to the Northeast corner of said Lot 3; thence North 88 -59'-20" West along the North line of said Lot 3 a distance of 80.00 feet to the Northwest corner of said Lot 3; thence North 01 -00'-40" East a distance of 130.00 feet; thence South 88 -59'-20" East a distance of 486.77 feet to a point on the West Right of Way line of said U.S. Highway 65- 69; thence South 00 -00'-00" East along the West Right of Way line of said U.S. Highway 65-69 a distance of 375.06 feet to the POINT OF BEGINNING. Said tract of land contains 3.055 acres more or less:

AND

The east 140 feet of Outlot 2 in Berry's Addition to Indianola, Iowa, except the East 30 feet thereof, and except the South 150 feet thereof, and except beginning 30 feet west of the northeast corner of said Outlot 2, thence South 86.4 feet, thence northwest 121 feet to a point of beginning, thence east 85 feet to point of beginning:

AND

The South 150 feet of the East 140 feet of Outlot 2, Berry's Addition to Indianola, Iowa, EXCEPT the East 30 feet thereof:

AND

Beginning at the Northeast corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet; thence South 83 feet; thence East 20 feet; thence South 75 feet; thence East to the East line of said Outlot No. 1; thence North 158 feet to the place of beginning.

AND

Commencing at the Northeast Corner of Outlot No. 1 of Berry's Addition to the City of Indianola, Warren County, Iowa, thence West 270 feet to the point of beginning, thence South 01 26'46" East 83.00 feet, thence South 90 00'00" East 20.00 feet, thence South 01 26'46" East 75 feet, thence South 90 00'00" West 38.30 feet, thence North 01 26'46" West 158 feet, thence North 90 00'00" East 18.31 feet to the point of beginning:

AND

The West 60 feet of the East 120 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to Indianola, Iowa; NOW KNOWN as Lot 2 in Auditor's Sub-division of the East 420 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to Indianola, Iowa.

The W $\frac{1}{2}$ of the East 60 feet of the S $\frac{1}{2}$ of Outlot 1 in Berry's Addition to the City of Indianola, Iowa, also known as the W $\frac{1}{2}$ of Lot 1, Auditors Subdivision of Outlot 1, Berry's Addition to the City of Indianola, Iowa.

Lot 3 in Auditor's Subdivision of the East 420 feet of the South one-half of Outlot 1 in Berry's Addition to Indianola, Iowa:

AND

All of Auditor's Outlot 111, except the North 30 feet thereof, in Indianola, Warren County, Iowa; and

AND

Parcel 1:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

AND

Beginning at a point 33 feet East of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence North 238.5 feet; thence East 208.5 feet; thence South 238.5 feet; thence West 208.5 feet to the Point of

Beginning, EXCEPTING therefrom the South 30 feet thereof AND EXCEPTING therefrom the North 108.5 feet thereof.

Parcel 2:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

Beginning at a point 33 feet East and 238.5 feet North of the Southwest corner of the said Northwest Quarter of the Southwest Quarter of Section 19; thence East 208.5 feet; thence South 108.5 feet; thence West 208.5 feet; thence North 108.5 feet to the Point of Beginning.

Parcel 3:

A part of the Northwest Quarter of the Southwest Quarter of Section 19, Township 76 North, Range 23 West of the Fifth Principal Meridian, in the City of Indianola, County of Warren, State of Iowa, more particularly described as follows:

The South 210.0 feet of the West 158.93 feet of the following described parcel of land; Commencing at the lead plug in the pavement marking the West Quarter corner of said Section 19; thence South 1332.5 feet; thence South 87 25' East, 241.5 feet to the Point of Beginning; thence continuing South 87 25' East, 710.18 feet; thence North 392 feet; thence West 710.18 feet; thence South 392 feet to the Point of Beginning; EXCEPT the South 30 feet thereof. (The West line of said Section 19 is taken as due North in describing this parcel of land.):

Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the Northwest Quarter of the Southwest Quarter Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, thence North 103 feet, thence East 208 ½ feet, thence South 103 feet, thence West 208 ½ feet to the place of beginning:

AND

The North 50 feet of the South Half (S ½) of the following described real estate: Beginning 33 feet East and 238 ½ feet North of the Southwest corner of the Northwest Quarter (NW ¼) of the Southwest Quarter (SW ¼) of Section 19, Township 76 North, Range 23 West of the 5th P.M. of Iowa, in Indianola, Iowa, thence North 306 feet, thence East 208 ½ feet, thence South 306 feet, thence West 208 ½ feet to the place of beginning:

AND

The N ½ of the following described real estate: Beginning at a point 33 feet East and 238 ½ feet North of the Southwest corner of the NW ¼ SW ¼ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Iowa, in Indianola, Iowa thence North 306 feet, thence East 208 ½ feet thence South 306 feet, thence West 208 ½ feet to the place of beginning.

AND

Lot 9 of Woodward's Subdivision in Indianola, Iowa (also described below).

AND

The Northwest ¼ of the Southwest ¼ of Section 19, Township 76, Range 23 Except Sunset Knolls Subdivision and except Sunset Terrace Plat 1 and except Parcel P and except parcel Q.

AND

Southwest ¼ of the Northwest ¼ of Section 19, Township 76, Range 23 except Sunset Terrace Plat 1 and except Hulen's Subdivision and except the east 110' of the North 250' of the Southwest ¼ of the Northwest ¼ of Section 19, Township 76, Range 23.

AND

A tract of land located in the SW ¼ of the NW ¼ of Section 19, Township 76, Range 23 West of the 5th P.M. in the City of Indianola, Warren County, Iowa more particularly described as: Beginning at the West ¼ corner of said Section 19, thence S87 36'50"E along the South line of the SW ¼ of the NW ¼ of said Section 19, a distance of 60.06' to an iron pin, said pin being on the East right of way line of U.S. Highways 65 & 69, thence N06 10'10"E along the East right of way line of U.S. Highways 65 & 69, a distance of 269.99' to an iron pin, thence N15 37'30"E along the East right of way line of U.S. Highways 65 & 69 a distance of 158.07' to an iron pin. Said pin being the true point of beginning, thence N15 37'30"E along the East right of way line of U.S. Highway 65 & 69, a distance of 116.76' to an iron pin. Thence N 89 47'20"E a distance of 210.00' to an iron pin, thence N00 12'40"W a distance of 399.00' to an iron pin, thence N89 47'20"E a distance of 560.00' to an iron pin, thence S00 12'40"E a distance of 360.60' to an iron pin, thence S89 47'20"W a distance of 290.00' to an iron pin, thence N00 12'40"W a distance of 25.50' to an iron pin, thence S89 47'20"W a distance of 198.53' to an iron pin, thence S14 20'30"W a distance of 182.20' to an iron pin, thence S89 48'50"W a distance of 267.55' to an iron pin, said pin being the true point of beginning, containing 5.257 acres. SUBJECT to all easements, restrictions, encumbrances, and other matters, if any, of record:

AND

A lot 399 feet by 275 feet situated 530 feet north and 100 feet east of the west ¼ corner, Section 19, Township 76, Range 23, Warren County, Iowa, and locally known as 1508 North Jefferson, Indianola, Iowa.

AND

Lots 1 and 4 of Orchard Plaza Plat

AND

Lots 1, 2, 3, 4, 5 and 6 of Orchard Plaza Replat

AND

Berry's Outlots 3 and 4 except the West 75' of the South 150' of Lot 4

AND

Parcels A and C of Berry's Outlot 5

AND

Lots 1, 4 and 5 and 12' alley adjoining West, Except the East 5.5', Block 25, College Addition

AND

All of Block 9 and alleys except the former Railroad R.O.W., All of Block 10 and alleys and former street R.O.W. between Blocks 9 and 10 and All of Block 12 and alleys except the West 5.5' of Windle's Addition

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9 of Woodward's Subdivision

AND

All of the Wal-Mart Subdivision

AND

The area includes the full right-of-way of all streets forming the boundary.

f) Downtown Original Urban Renewal Area means that portion of the City of Indianola, State of Iowa, described in the Downtown Urban Renewal Plan for the Downtown Urban Renewal

Area approved by Resolution No. 8-01 on September 4, 2001, and described in Ordinance No. 1217, which includes the lots and parcels located within the area legally described as follows:

Beginning at the intersection of Highway 65/69 and Highway 92, then North on Highway 65/69 to Franklin Avenue, then West to North 1st Street, then South on North 1st Street to East Detroit Avenue, then West on East Detroit Avenue to North Buxton Street, then South on North Buxton Street to Boston Avenue, then West on Boston Avenue to B Street, then South on B Street to Highway 92, then East on Highway 92 to the point of beginning.

The area includes the full right-of-way of all the streets forming the boundary.

g) Downtown Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 06-05 on March 7, 2005, and described in Ordinance No. 1314, which includes the lots and parcels located within the area legally described as follows:

All of Blocks 1, 2, 3, 4, & 8 of South Indianola Addition; all of Blocks 3 & 4 of Hayworths Addition; all of Blocks 3, 4, 9, 10, & 15 of East Indianola Addition; all of Parcel A and Parcel B of Auditors Outlot 93, and Parcel D, E, & F of former Railroad Right of Way west of Auditors Outlots 103, 104, & 106, and all of Auditors Outlots 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, and former Railroad Right of Way; all of Blocks 13, 14, & 15 Windles Addition; all of the public street Right of Ways of record adjacent thereof.

h) Downtown Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area approved by Resolution No. 10-07 on December 17, 2007, and described in Ordinance No. 1396, which includes the lots and parcels located within the area legally described as follows:

All of Block 24, Original Town Plat; all of Blocks 18 and 19, Jones and Windles Addition; All of Lots 15 and 16, Jones and Windles Outlots; All of North/South alley between Lots 15 and 16, Jones and Windles Outlots and Block 31, Cheshires Addition; All of Blocks 31, 32, 33, 34, 35, 36, 37, 38, 39 and 40, Cheshires Addition; All of Block 4, Fairview Addition; All of Lots 4, 5 and 6, Block 3 and North/South alley between Lots 4, 5 and 6, Block 3, Fairview Addition; All of Lots 1 and 9, Van-El Addition; All of Auditor's Outlot 121; Lots 1 through 11 of Day's Outlots; All of Lot 122 of Auditor's Outlots; Lots 1, 2, 3 and 24 of Replat of Lots 45 through 52 of Kenwood Place; Lots 1, 2 and 3 of Kenwood Place; All of Parcel G in the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24, Lots 5 and 6, Leonard Subdivision, Plat 2; Beginning at a point 2119.55' east and 559.0' south of the NW corner of the North $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 26, Township 76 North, Range 24, Thence South 300' to North right-of-way, Thence West 200', thence North 300', thence East 200' to point of beginning. Lots 1, 2, 3, 4 and 5 in Leonard's Subdivision; Parcels A, B and C in the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section

26, Township 76 North, Range 24; The West 150' of the NW ¼ of Section 26, Township 76 North, Range 24; Lots 1, 2, 3, 4 and 5 of the Newsome Subdivision; The West 677.6' of the SW ¼ of the SW ¼, except the South 436' of Section 23, Township 76 North, Range 24; The East 150' of the SE ¼ of the SE ¼ of Section 22, Township 76 North, Range 24; The East 150' of the NE ¼ of the NE ¼ of Section 27, Township 76 North, Range 24; The east 660' of the SE ¼ of the NE ¼ of Section 27, Township 76 North, Range 24, The N ½ of the SE ¼ Section 27, Township 76 North, Range 24; And the South 421.5' of the North 1066.1' of East 319' of the NE ¼ of the NE ¼ of Section 27, Township 76 North, Range 24; Outlot X of Wesley Corner Plat 1; The East ½ of the SE ¼ of the SE ¼ of Section 27, Township 76 North, Range 24; Lot 1 of Naberhaus Subdivision; Lots 1, 2 and 3 of the Subdivision of Lot 1, except the South 125' of the Naberhaus Subdivision Plat 2; South 125' of Lot 1 of Naberhaus Subdivision Plat 2; South 150' of East 512.5' and the West 2' of the East 512.15' of North 125' South 275' of Lot 2 Naberhaus Subdivision Plat 2; The East 512.15' of the NE ¼ of the NE ¼ of 1 Section 34, Township 76 North, Range 24, except the North 950'; East 512.15' of the SE ¼ of the NE ¼ except the South 438.9' of Section 34, Township 76 North, Range 24; Lots 1, 2, 3, 39, 40 and 41 Deer Run Plat 2; Lot 1 Deer Run Plat 4; All portions of Lot 3 Deer Run Subdivision which lies in the NW ¼ of the SW ¼ of Section 26, Township 76 North, Range 24; All portions of Lot 3 Deer Run Subdivision which lies in NE ¼ of SW ¼ of Section 26, Township 76 North, Range 24; Parcel A of Lot 3 Deer Run Plat the West 430' of SW ¼ of the SW ¼ Section 26, Township 76 North, Range 24; The West 430' of the NW ¼ of the NW ¼ of Section 35, Township 76 North, Range 24 except Deer Run Subdivision Plat 2; The West 430' of the SW ¼ of the NW ¼ Section 35, Township 76 North, Range 24 which lies within the corporate limits except for Deer Run Subdivision Plat 2: Lot 1 and Lots 8 through 29 Lennie's Subdivision; Lots 1 through 7 Block 2, Buxton Addition; Lots 1 and 2, Block 1, Buxton Addition: Lots 1, 2 and Outlot X in the F.S.I. Addition; Auditor's Outlot 123; All of Blocks 1, 4 and 5 of Day's Addition; Auditor's Outlots 133, 134, 135, 137, 138 and Lot 136 except the South 282' and Lot A of Auditor's Outlot 139, 140 and 141; All of Auditor's Outlots 142, 143, 144, 145 and 146, all of the Public Alley and Street Right of Ways of Record Adjacent Thereof.

i) Unified Amendment No. 1 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 1 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2019-100 on May 20, 2019 and as corrected by Resolution No. 2019-100-A, approved on June 17, 2019, which removes the lots and parcels located within the Hillcrest Amendment No. 1 Subarea legally described as follows:

Beginning at a point 269.5' North of the Southeast corner of the NW ¼ of the SE ¼ of Section 19-76-23 thence North along the West line until said line intersects the East boundary of the former C.R.I. & P. Railroad, thence North following R.R. ROW to North line of Section 19, thence East along Section line a distance of 1,980' to the Northeast corner of the West ¼ of the NW ¼ of Section 20-76-23; thence South along the East line of the of the West ¼ of the NW ¼ of Section 20-

76-23 to the Northeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23 to the Southeast corner of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23; thence East along the North line of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23, 660' to East line of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20-76-23, thence South along the East line of the of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 20-76-23 to center line of East Iowa Avenue, thence West along center line a distance of 2,458.22', thence North (N 00°-05'-00" E) 269.5', thence West (N 00°-08'-00" W) 165' to point of beginning. (area includes Indianola Industrial Park Plats 1 & 2 and additional property).

j) Unified Amendment No. 2 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 2 to the Unified Plan for the Urban Renewal Area approved by Resolution No. 2019-142 on August 5, 2019, which includes the lots and parcels located within the Hillcrest Amendment No. 2 Subarea legally described as follows:

The South 50' of the Southwest Quarter of the Southwest Quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$), of Section Seventeen (17), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The South 50' of the Southeast Quarter of the Southeast Quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$), lying East of the railroad right-of-way, of Section Eighteen (18), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa; and

The East Half of the North Three-quarters of the East Half (E $\frac{1}{2}$ N $\frac{3}{4}$ E $\frac{1}{2}$), lying East of the railroad right-of-way, of Section Nineteen (19), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa, except the West 306.32 feet of Lots One and Two; Lot Three; Lot Four, except the North 38 feet thereof; and Lots Five, Six, Seven, Eight, Nine, Ten and Eleven of the Indianola Industrial Park Addition to the City of Indianola, Iowa; and except a tract beginning at the Southwest Corner of the Northeast Quarter of the Southeast Quarter (NE $\frac{1}{4}$ SE $\frac{1}{4}$), thence North 16 rods, thence East 10 rods, thence South 16 rods, thence West 10 rods to point of beginning; and except Lot Two on the Indianola Industrial Park Plat Two, an Official Plat in Indianola, Iowa; and except Tract "D" on the plat of survey prepared by Anderson-Bogert Engineers and Surveyors, Inc., and recorded at Irregular Plat Book 6, Page 14 of Indianola, with the Recorder of Warren County, Iowa; and except the South 11.92 acres of the West Half of the Southeast Quarter of the Northeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$) lying East of the railroad right-of-way, except the East 30 feet thereof; and,

The North Half of the Southwest Quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa (Parcel IDs 49023200440, 49023200441, 49023200460, 49023200462, 49023200469, 49023200500, 49023200620, 49023200643 and 49023200644); and

The North 33' of the South Half of the Southwest Quarter (S ½ SW ¼) of Section Twenty (20), Township Seventy-six (76) North, Range Twenty-three (23) West of the 5th P.M., Warren County, Iowa.

k) Unified Amendment No. 3 did not add or remove land.

l) Unified Amendment No. 4 Subarea means that portion of the City of Indianola, State of Iowa, described in Amendment No. 4 to the Unified Plan for the Urban Renewal Area approved by Resolution No. _____ on August 16, 2021, which removes the lots and parcels located within the Hillcrest Amendment No. 3 Subarea legally described as follows:

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in Warren County, Iowa

m) Amended Area means that portion of the City of Indianola, State of Iowa, included within the Urban Renewal Area, as amended, which Amended Area includes the lots and parcels located within the area legally described in Sections (a) - (l) above.

Section 2. The taxes levied on the taxable property in the Amended Area, legally described in Section 1 hereof, by and for the benefit of the State of Iowa, County of Warren, Iowa, Indianola Community School District, and all other taxing districts from and after the effective date of this Ordinance shall be divided as hereinafter in this Ordinance provided.

Section 3. As to the Hillcrest Original Urban Renewal Area, that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts taxing property in the Area upon the total sum of the assessed value of the taxable property in the Area as shown on the assessment roll as of January 1, 1993, being January 1 of the calendar year preceding the effective date of Ordinance No. 1026, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for the taxing district into which all other property taxes are paid. The taxes so determined shall be referred herein as the "base period taxes" for such area.

As to Hillcrest Amendment No. 1 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 1997, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1137, minus the assessed value on the assessment roll as of January 1, 1997 for the property removed by Amendment No. 1 to the Unified Plan.

As to Hillcrest Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2000, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1218.

As to Hillcrest Amendment No. 3 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance Nos. 1322 and 1336, minus the assessed value shown

on the assessment roll as of January 1, 2004 for the property removed from the Hillcrest Amendment No. 3 Subarea by Amendment No. 4 to the Unified Plan and this Ordinance.

As to Hillcrest Amendment No. 4 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2008, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1428.

As to the Downtown Original Urban Renewal Area, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2000, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the first calendar year in which the City certified to the county auditor the amount of loans, advances, indebtedness, or bonds payable from the division of property tax revenue described in Ordinance No. 1217.

As to Downtown Amendment No. 1 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2004, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1314.

As to Downtown Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2006, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effective date of Ordinance No. 1396.

As to the Unified Amendment No. 1 Subarea, base period taxes shall be reduced due to the removal of area from the Hillcrest Amendment No. 1 Subarea.

As to the Unified Amendment No. 2 Subarea, base period taxes shall be computed in the same manner using the total assessed value shown on the assessment roll as of January 1, 2018, being the assessment roll applicable to the property in such area as of January 1 of the calendar year preceding the effect date of Ordinance No. 1616.

As to the Unified Amendment No. 4 Subarea, base period taxes shall be reduced due to the removal of area from the Hillcrest Amendment No. 3 Subarea.

Section 4. That portion of the taxes each year in excess of the base period taxes for the Amended Area, determined for each sub-area thereof as provided in Section 3 of this Ordinance, shall be allocated to and when collected be paid into the special tax increment fund previously established by the City of Indianola, State of Iowa, to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under authority of Section 403.9 or Section 403.12, Code of Iowa, incurred by the City of Indianola, State of Iowa, to finance or refinance, in whole or in part, urban renewal projects undertaken within the Urban Renewal Area pursuant to the Urban Renewal Plan, as amended, except that (i) taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2, Code of Iowa, and taxes for the instructional support program of a school district imposed pursuant to Section 257.19, Code of Iowa,(but in each case only to the extent required under Section 403.19(2), Code of Iowa); (ii) taxes for the

payment of bonds and interest of each taxing district; (iii) taxes imposed under Section 346.27(22), Code of Iowa, related to joint county-city buildings; and (iv) any other exceptions under Section 403.19, Code of Iowa, shall be collected against all taxable property within the Amended Area without any limitation as hereinabove provided.

Section 5. Unless or until the total assessed valuation of the taxable property in the areas of the Amended Area exceeds the total assessed value of the taxable property in the areas shown by the assessment rolls referred to in Section 3 of this Ordinance, all of the taxes levied and collected upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts as taxes by or for the taxing districts in the same manner as all other property taxes.

Section 6. At such time as the loans, monies advanced, bonds and interest thereon and indebtedness of the City of Indianola, State of Iowa, referred to in Section 4 hereof have been paid, all monies thereafter received from taxes upon the taxable property in the Amended Area shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

Section 7. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed. The provisions of this Ordinance are intended and shall be construed so as to continue the division of taxes from property within the Amended Area, as amended, under the provisions of Section 403.19, Code of Iowa, as authorized in Ordinance Nos. 1026, 1137, 1218, 1322, 1336, 1428, 1217, 1314, 1396, 1549, 1613, and 1616. Notwithstanding any provisions in any prior Ordinances or other documents, the provisions of this Ordinance and all prior Ordinances relating to the Urban Renewal Area, as amended, shall be construed to continue the division of taxes from property within the Amended Area to the maximum period of time allowed by Section 403.19, Code of Iowa. In the event that any provision of this Ordinance shall be determined to be contrary to law it shall not affect other provisions or application of this Ordinance which shall at all times be construed to fully invoke the provisions of Section 403.19, Code of Iowa, with reference to the Amended Area and the territory contained therein.

Section 8. This Ordinance shall be in effect after its final passage, approval and publication as provided by law.

PASSED AND APPROVED this _____ day of _____, 2021.

Mayor

ATTEST:

City Clerk

Read First Time: _____, 2021

Read Second Time: _____, 2021

Read Third Time: _____, 2021

PASSED AND APPROVED: _____, 2021.

I, _____, City Clerk of the City of Indianola, State of Iowa, hereby certify that the above and foregoing is a true copy of Ordinance No. _____ passed and approved by the City Council of the City at a meeting held _____, 2021, signed by the Mayor on _____, 2021, and published in the Indianola Record Herald on _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

01911959-1\13538-166



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Approval of the Civil Service Commission list of applicants certified eligible for the position of Police Officer.

Introduction:

Background: The Civil Service Commission met on August 24, 2021 for the purpose of conducting candidate interviews for the position of Police Officer.

Discussion: The attachment is a list of applicants certified as eligible for the position of Police Officer. Council approval is required before a job offer can be made.

Budget Impact:

Recommendation: Roll call is in order.

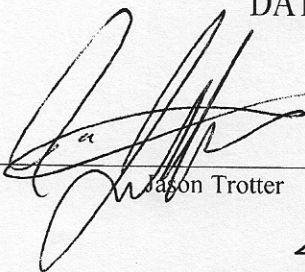
Attachments: 1. List of applicants certified

On August 24th, 2021 the Indianola Civil Service Commission met at the Indianola Police Department for the purpose of conducting candidate interviews for the police department. Member's present were Jason Trotter, Kerri Przybylski and Stephen Stark.

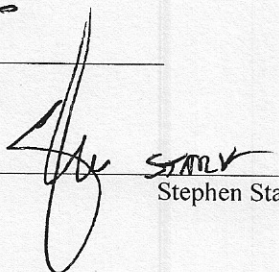
A LIST

1. John Schumacher
2. Lenny Herzog
3. Bradley Lamb
4. Nathan Stupka
5. Isaiah Strong
6. ——— ————

DATED THIS 24th DAY OF August 2021


Jason Trotter


Kerri Przybylski


Stephen Stark



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: September 7, 2021
Subject: Approval of an Excessive Usage Claim.

Introduction: Staff is asking for approval of an Excessive Usage Claim due to a broken pipe in the yard near a resident's old barn.

Background: When an Excessive Usage Claim exceeds \$1,000 it must be approved by the City Council.

Discussion: Received an Excessive Usage Claim for 1301 S K Street. The claim stated that a water line burst that ran to an old barn in the backyard. A staff person investigated the claim and saw the area where the line broke and that the ground was saturated in the same area. The water from the leak did not enter the sanitary sewer system.

Budget Impact: No impact seeing how the water did not enter the sanitary sewer system.

Recommendation: I am recommending a Sewer Credit for \$1,194.80.

Attachments: 1. 1301 S K St



— WATER POLLUTION CONTROL —

EXCESSIVE USAGE COMPLAINT FORM

COMPLAINT INFORMATION

Location: 1301 S K St
Person Filing Complaint: Barbara Yearous
Address: Same Phone: 515-205-1221
Date of Complaint: 8-17-2021 Time of Complaint: _____
Nature of Complaint: See next page

INVESTIGATION INFORMATION

Name of Investigator: Norm Hart
Date of Investigation: 8-17-2021 Time of Investigation: 13:45
Comments: The area where the pipe burst was saturated and water did not enter the sanitary sewer

ACTION

Reviewed By: Rick Graves Date: 8-18-2021
Corrective Action: Issue credit of 121,300 gallons from the sewer portion of the bill
Credit amounts to \$1,194.80
Going to Council September 7, 2021 for consideration.

INDIANOLA MUNICIPAL UTILITIES
EXCESSIVE USAGE CLAIM

NAME Barbara Yearous

ADDRESS 1301 S K St

DATE(S) OF LOSS 8/1 - 8/16/2021

ARE YOU RESPONSIBLE FOR THE UTILITY BILLS AT THE ABOVE LOCATION: yes

CLAIM REQUEST FOR: ☐ Electric ☐ Water ☒ Sewer 121,300

AMOUNT REQUESTED: ☐ Electric ☐ Water 121,300 Sewer anything above normal usage

How did you determine the above amounts? _____

Contacted by city (Imu) for excessive water use
Used previous highest usage of 21,500g for
estimate - Sept 2019 invoice

Please describe in detail the purpose of your request and the circumstances involved.
Be very specific.

Identified a burst pipe in the yard to the
old barn. Water was saturating the yard
and not flowing into the sewer.

Signature Barbara Yearous Date 8/17/2021

Phone Number Wk 515-205-1221 Home 515-205-1221

Rick Graves

From: Monica M. Thompson
Sent: Wednesday, August 18, 2021 8:48 AM
To: Rick Graves
Subject: RE: 1301 S K St, Excessive Use

This was from the readings last week—Last month's billed usage was 7600 Gallons, this month was 142,800. To get the 121,300 we subtracted the highest "normal" month consumption.

Thank you!

Monica Thompson

Utility Services Representative



From: Rick Graves <rgraves@indianolaiowa.gov>
Sent: Wednesday, August 18, 2021 8:40 AM
To: Monica M. Thompson <mmthompson@indianolaiowa.gov>
Subject: RE: 1301 S K St, Excessive Use

Monica,

How did they come up with 121,300 gallons? I don't see any documentation where this much was ran through the meter.

Thanks

Rick Graves
Wastewater Supt.
City of Indianola
110 N 1st Street
Indianola, IA 50125
rgraves@indianolaiowa.gov
w. 515.962.5284
c. 515.577.2444

From: Monica M. Thompson <mmthompson@indianolaiowa.gov>
Sent: Tuesday, August 17, 2021 3:02 PM
To: Rick Graves <rgraves@indianolaiowa.gov>
Subject: RE: 1301 S K St, Excessive Use

Requestor
Monica Thompson

Aug 17, 20
11:20 AM

Water Usage History
00029450-4 Barbara Yearous (Active: Jan 19, 2018)
1301 S K St
Indianola, IA 50125-9038

Month	Year	Days	Meter Number	Consumption Meter Reading	Consumption gal	Billed Amount
08	2021	30	26565546	9608	7600	\$102.96
07	2021	32	26565546	9532	9300	\$129.49
06	2021	29	26565546	9439	6000	\$78.00
05	2021	31	26565546	9379	6000	\$78.00
04	2021	26	26565546	9319	3900	\$45.25
03	2021	33	26565546	9280	5000	\$62.40
02	2021	32	26565546	9230	4600	\$56.16
01	2021	31	26565546	9184	4200	\$49.92
12	2020	31	26565546	9142	6700	\$88.93
11	2020	34	26565546	9075	8200	\$112.32
10	2020	33	26565546	8993	13800	\$199.68
09	2020	31	26565546	8855	9100	\$126.37
08	2020	32	26565546	8764	9800	\$137.28
07	2020	30	26565546	8666	9500	\$132.61
06	2020	33	26565546	8571	4600	\$53.28
05	2020	29	26565546	8525	3200	\$21.40
04	2020	28	26565546	8493	3300	\$21.98
03	2020	31	26565546	8460	4500	\$28.88
02	2020	33	26565546	8415	6400	\$39.80
01	2020	28	26565546	8351	4200	\$27.15
12	2019	34	26565546	8309	5100	\$32.33
11	2019	28	26565546	8258	4600	\$29.45
10	2019	31	26565546	8212	12100	\$72.58
09	2019	33	26565546	8091	21500	\$126.63
24 Invoice Periods				Ave:	7216	
				Min:	3200	
				Max:	21500	

Thank you!

Monica Thompson

Utility Services Representative



From: Rick Graves <rgraves@indianolaiowa.gov>

Sent: Tuesday, August 17, 2021 11:20 AM

To: Monica M. Thompson <mmthompson@indianolaiowa.gov>; Utility Services <UtilityServices@indianolaiowa.gov>

Subject: RE: 1301 S K St, Excessive Use

can I get a copy of the last years usage similar to the last page on the attached?

Thanks

Rick Graves

Wastewater Supt.

City of Indianola
110 N 1st Street
Indianola, IA 50125
rgraves@indianolaiowa.gov
w. 515.962.5284
c. 515.577.2444

From: Monica M. Thompson <mmthompson@indianolaiowa.gov>
Sent: Tuesday, August 17, 2021 11:06 AM
To: Utility Services <UtilityServices@indianolaiowa.gov>; Lou Elbert <lbert@indianolaiowa.gov>; Kyle Festler <kfestler@indianolaiowa.gov>; Rick Graves <rgraves@indianolaiowa.gov>
Subject: 1301 S K St, Excessive Use

This is the excessive use claim form for 1301 S K St—the pipe to the hydrant by an outbuilding burst, and approximately 121,300 gallons of water saturated the yard. It has been repaired.

Thank you!

Monica Thompson

Utility Services Representative





MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: September 7, 2021
Subject: Receive and file the Fiscal Year 2023 Environmental Scan Memorandum.

Introduction: FY2023 Environmental Scan Memo

Background: Prior to preparing the next fiscal year budget, a memo is prepared for the Council reviewing the previous year's financials, noting issues that will impact future budgets, and highlighting current economic trends.

Discussion: As noted on the attached memo, while the City ended FY2021 on a positive financial basis, several key factors could impact the FY2022 budget (current fiscal year) and the FY2023 budget (upcoming fiscal year). These issues will be reviewed with Council as progress is made in preparing the FY2023 budget.

Budget Impact: NA

Recommendation: Approval of motion to receive and file with consent agenda.

Attachments: 1. FY23 Environmental Scan Memo



— CLERK/FINANCE DEPARTMENT —

To: Mayor and Council
From: Andrew J. Lent, City Clerk/CFO
CC: Ryan Waller, City Manager
Date: 7 September 2021
Re: FY2023 Environmental Scan

In reviewing the end of the FY2021, the beginning of FY2022, and planning for FY 2023, the environmental scan for the City of Indianola looks positive, although several key factors should be considered that may put a damper on a very bright future. Keeping these factors in mind when planning for FY2023 will lessen their impact on the financial health of the city.

Strengths:

Percentage of Property Tax Received: One of the largest fears at the beginning of the COVID 19 pandemic was the potential inability of property owners to make property tax payments. The governor issued an emergency order delaying any penalty for late property tax payments. What has been discovered at the end of FY2021, is the property owners were still able to make their property tax payments. The City of Indianola received 100 percent of the property tax revenue certified to the county and state.

LOST Revenue: Despite the cancelation of county and city-sponsored events in and around Indianola, the Local Option Sales Tax (LOST) grew above and beyond the amount budgeted. For FY2021, the City had conservatively budgeted \$1.2 million. The actual total amount was \$2.2 million that included an approximate \$388,000 “true-up” payment from FY2020. The recently received Iowa Department of Revenue list of FY2022 payments puts the total amount for FY2022 just over \$2 million; twice the target amount needed by the D.A. Davidson proforma for repayment of the third State Revolving Fund (SRF) loan.

RUTF Revenue: Another concern arising from the COVID-19 pandemic was a reduced amount of Road Use Tax Fund (RUTF) revenue received by the City from the state. This fear was connected to a reduced amount of fuel usage as more people worked from home instead of commuting to work, as well as a reduction in vacation travel. Although there was a reduction in Spring 2020 vehicular use and lower RUTF revenue a few months later, the monthly revenue rebounded quickly. RUTF revenue received in FY2020 was \$1,900,054; a reduction of \$9,000 from the previous year. In 2021, the total amount grew to \$2,212,307. This amount should be lowered to \$2,072,307 since cities received an extra RUTF installment from CARES Act funding through the state in April with Indianola receiving approximately \$140,000.



— CLERK/FINANCE DEPARTMENT —

Housing/Commercial Development: Housing and Commercial Development continue to be strong. While the number of permits for single-family housing has dropped from 46 to 37 at this point in the calendar year compared to 2020, multi-family unit grew from zero to 50. This indicates more people moving to Indianola, which increases utility and sales tax revenue. Another indication of the continued development boom in Indianola is the increase in total building permit valuation, which was \$25.1 Million in 2020 and is already at \$23.2 Million at this point in 2021.

Issues/Concerns:

EMS Revenue: While the number of EMS calls steadily rises and the number of billable calls reaches around \$100,000 on a monthly basis, the monthly collection rate continues to hover around \$50,000-\$60,000. This is due, in part, to Medicare patients when the government pays only a certain percentage of the charges. Indianola recently enrolled in a program where the Federal government will be reimbursing the difference between what they would normally pay and the amount for the cost of an individual trip. A percentage of this revenue will need to be remitted to the state for the administration of the program. Overall, the annual revenue from this program is anticipated at \$200,000 and will need to be monitored to see if the City does meet this goal.

Multi-Family Residential Reclassification: For the past five years, the percentage of actual valuation multi-family properties used for taxable valuation continued to decrease. It was anticipated that the rate would decrease to 60 percent and that the single-family taxable value would increase to 60 percent to meet the taxable valuation of the multi-family residential properties. Unfortunately, the single-family property taxable valuation percentage remains around 56 percent and will likely continue to do so. The state legislature decided to remove the multi-family residential classification and place all these properties under the single-family residential classification significantly reducing the multi-family residential taxable percentage. This new law removed approximately \$190,000 in potential property tax dollars in revenue from the City in FY2022. The effect of this bill on the City in FY2023 will need to be closely monitored.

Backfill Removal: A determination has also been made at the state level to remove the state backfill of the commercial and industrial property tax rollback that was instituted in 2010. Indianola has not used the backfill for on-going operational items, but it will remove about \$100,000 from the general fund for one-time costs, about \$30,000 from employee benefits and \$13,000 from debt service revenue.

Market/Environment Issues

Agriculture Economy: In October 2020, after several years of a market price for corn at \$4 or below per bushel and soybeans at \$10 or below per bushel, corn rose to above \$5 per



— CLERK/FINANCE DEPARTMENT —

bushel and soybeans rose above \$13 per bushel. This is important as the Iowa agricultural economy is largely linked to these row crops which also determines the value of ag land. Since ag land values are linked to residential land values, any increases in the value of ag land helps to increase residential value and the taxable percentage. This adds hope to the possibility that the residential rollback might actually increase towards 60 percent. Also, the improved agricultural economy adds to the state coffers, releasing downward pressure from the state on cities to meet mandates.

Labor Market: A continuing concern for Iowa is the lack of an available workforce. This has been seen elsewhere in other states, but prominently in Iowa where a deficit has already existed. This may lead to a slowdown in commercial development for those businesses, such as restaurants or assembly facilities that heavily rely on people.

Property Bidding Market: The higher unanticipated cost of projects soon after the main pandemic concern was lifted is causing some concern into how much higher capital cost may need to be increased as we begin our capital project budgeting. We have seen increased costs also for vehicle as a lack of vehicle parts, particularly computer chips, has caused an overall market slowdown. Some positive news, such as a lowering in the market price of oil and lower gas prices at the pump have relieved some concern, but this situation will need to be monitored as we begin our budget planning.





MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2021- approving salaries

City of Indianola
RESOLUTION NO 2021-196

RESOLUTION APPROVING SALARIES

This action sets salaries in accordance with the personnel management guide, union contract and seasonal salaries.

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

Jody Ross, Library Tech Support Specialist, from CE4-3 \$43,800.50/year to CE4-4 \$45,199.87/year, effective August 15, 2021;

Vicki Wood, Seasonal Crossing Guard, \$20.67/hour, effective August 15, 2021;

Michael Chia, Detective, from PO3 \$69,087.74/year to PO4 \$72,723.42/year, effective August 29, 2021;

Zach Ewing, Police Officer, from PO3 from PO3 \$69,087.74/year to PO4 \$72,723.42/year, effective August 29, 2021;

Dwayne Graham, from Part-time EMS Paramedic \$20.499/hour to Full-time FF/Paramedic Hire \$59,234.71/year, effective September 12, 2021.

Passed and approved this 7th day of September 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Greg Chia, Fire Chief
Date: September 7, 2021
Subject: Receive and file the EMS Billing Activity Report for July 2021.

Introduction: The July 2021 EMS billing activity from Digitech Company is posted below.

Background: Digitech has posted financial activity for the Indianola Fire Department EMS section. The information shown is the fire department and Digitech activity for the month of July 2021.

Discussion: R1 and Digitech merged in 2020; the rebranding did not occur until March of 2021. During this transition, Digitech made changes that affected the exported information from Emergency Reporting, which is our records management system. All exported information was sent in a zipped file and was not being uploaded into Digitech's system. This will cause a longer than normal time of invoicing people who used our services. I have had conversations with Emergency Reporting and Digitech and they have admitted the problem is Digitech's to correct. I have expressed there should not be any interruption of collections on services provided. They have assured me there will not, but the department is monitoring. Tod Cooper, Digitech's account manager for Indianola, stated that August 2021 billing activity will show delayed billing activity from July 2021.

Details for the month of July 2021 EMS Billing activity.
For the period: 07/01/2021 to 07/31/2021

New Charges: \$.00	All Accounts Collected Old / New: \$41,271.92
Billable Transports: \$.00	Non-Transports Collected: 0.00
Non-Transports Billable: 0.00	Unidentified Payments Collected: \$0
Total Non-Billable: (\$.00)	Refunds: (\$250.00)
ALS Tier: 0	
Total Accounts Created: \$.00	Net Total Collected: \$41,271.92

Budget Impact: With the above activity the TruBank Account Balance now stands at \$42,509.07 as reflected on July 31, 2021.

Recommendation: Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Proclamation declaring September as Library Card Sign-up Month.

Recommendation: Mayor Pepper will read the Proclamation.

Attachments: 1. Library Card Sign-up Month - Sept



— Office of the Mayor —

PROCLAMATION

Library Card Sign-up Month

WHEREAS, the Indianola Public Library connects residents to information and to each other in order to foster learning, discovery, growth and meaningful experiences and relationships; and

WHEREAS, a library card can give you access to free books and media, adventure passes, book boxes, puzzles and games and more; and

WHEREAS, our local library has over 10,000 active users that have access to more than 159,000 items; and

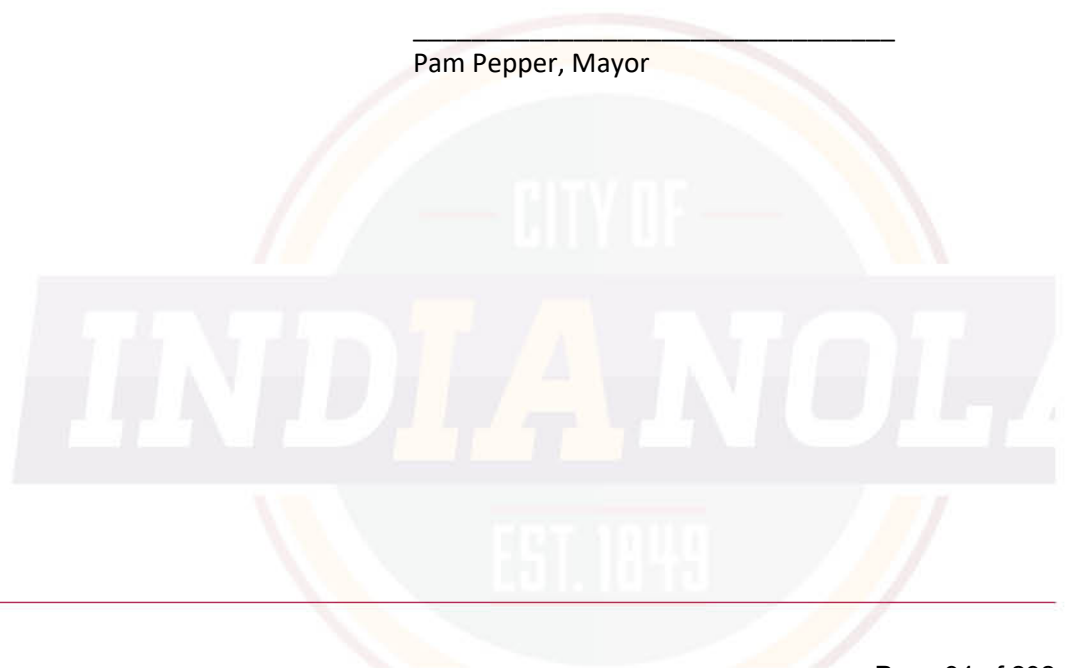
WHEREAS, Indianola's librarians handpick books for library users with curbside or homebound delivery services; and

WHEREAS, our public library also offers programs and events for citizens of all ages, meeting spaces, computer access and space to enjoy a good book.

NOW, THEREFORE, I, Mayor Pepper, do hereby proclaim September as Library Card Sign-up Month throughout the City of Indianola and encourage all citizens to join our biggest treasure, the Public Library.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the City of Indianola, Iowa this 7th day of September 2021.

Pam Pepper, Mayor





MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, Deputy Clerk

Date: September 7, 2021

Subject: Third consideration of a proposed Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to a new Chapter on Human Relations Commission.

Recommendation: Roll call is in order.

Attachments: 1. Ord Human Relations Commission

ORDINANCE _____

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF
INDIANOLA, IOWA, BY ADDING PROVISIONS PERTAINING TO CHAPTER _____
HUMAN RELATIONS COMMISSION**

BE IT ENACTED by the City Council of the City of Indianola, Iowa:

SECTION 1. NEW CHAPTER. Chapter _____, Human Relations Commission, is hereby added as follows:

____.01 PURPOSE.

The purpose of this chapter is to establish a nonjudicial Human Relations Commission consistent with the Iowa Civil Rights Act (Chapter 216, Code of Iowa); to recognize the authority of the Iowa Civil Rights Commission and foster use of its procedures and programs; to increase awareness, understanding and appreciation of diversity, equity and inclusion within the community, and to proclaim a public policy of nondiscrimination by securing freedom from discriminatory practices based on a person's race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability as defined in Iowa Code Chapter 216 ("Protected Groups"), protecting individual dignity, ensuring their full productive capacities, preserving the public safety, health, and general welfare, and promoting the interests, rights, and privileges of individual citizens within the City.

____.02. DEFINITIONS.

When used in this chapter, unless the context otherwise requires:

COMMISSION: The Indianola Human Relations Commission created by this chapter.

COMMISSIONER: A member of the commission.

COMPLAINT: A report of discrimination as provided by this chapter.

PERSON: One or more individuals, partnerships, associations, corporations, legal representatives, trustees, receivers, and the State of Iowa and all political subdivisions and agencies thereof.

____.03. COMMISSION APPOINTED.

A. The City Human Relations Commission shall consist of seven (7) members appointed by the Mayor with approval of the City Council. Appointments shall take into consideration the Protected Groups and geographical areas within the City insofar as may be practicable.

B. The term of appointment shall be three (3) years from July 1 of the year in which the appointment is made, except that for the purpose of maintaining an appropriate staggering of terms, the Mayor may prescribe a shorter term for any appointment or reappointment. In the event that a vacancy occurs in the membership of the commission by death, resignation or otherwise prior to the normal expiration of the appointee's term, the Mayor, with the approval of the City Council, shall appoint a person to serve out the remainder of the unexpired term.

C. Any member or all members of the commission may be removed from office at any time by the Mayor with the approval of the City Council. The commission shall annually elect one of its members to be Chairperson.

D. The members of the commission shall serve without salary, wages or other compensation provided that they may receive reimbursement for actual and necessary expenses incurred as allowed by the City Council pursuant to such procedures and policies for the reimbursement of expenses as shall be established by the City from time to time.

E. The members of the commission shall meet as needed to carry out the purpose of the commission. The members shall establish such procedures and policies as need for that purpose.

__04. POWERS AND DUTIES.

The commission's powers and duties include:

A. Plan, conduct and assist organizations (e.g., schools, businesses, religious groups, non-profit organizations, civic associations, libraries and museums) in programs designed to increase community awareness, appreciation of diversity, equity and inclusion, and the full securing of the rights of all citizens.

B. Studying the existence, character, causes, and extent of discrimination within the City because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability, and to attempt the elimination of such discrimination by education and understanding.

C. Promoting good will among the various Protected Groups within the City and to minimize or eliminate discriminatory practices.

D. Issue such publications and reports of research as in the judgment of the commission shall tend to promote good will among all the citizens and Protected Groups within the City and which shall tend to minimize or eliminate discriminatory practices. The commission may prepare and distribute a brochure explaining its mission and the purpose for dissemination within the City.

E. Providing intake assistance for complaints from individuals who may be victims of discriminatory practices within the City and refer such complaints to the Iowa Civil Rights Commission for investigation and adjudication. This Commission will review the findings of the Iowa Civil Rights Commission.

F. With approval of the City Council and with the assistance of the City staff, receiving administering, dispensing and accounting for any City funds that may be allocated, any donations that may be voluntarily contributed to the commission, or any grants that may be awarded to the commission for furthering the purposes of this chapter.

G. Making recommendations to the City Council for such further legislation concerning discrimination because of race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry or disability as it may deem necessary and desirable.

H. Preparing and transmitting to the City Manager, Mayor and City Council from time to time, but not less often than once each year, through written report or oral presentation to the City Council, describing its activities and functions.

I. Utilize volunteers to aid in the conduct of the commission's activities and functions.

SECTION 2. RULE OF CONSTRUCTION. This chapter shall be construed broadly to effectuate its purposes. Nothing in this chapter shall be construed to include participation in acts which are prohibited by law.

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

SECTION 4. WHEN EFFECTIVE. This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED at Indianola, Iowa, this ____ day of _____, 20__.

Pamela Pepper, Mayor

ATTEST:

Andrew Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Resolution approving an agreement with the Iowa Civil Rights Commission.

Introduction:

Background:

Discussion: Attached is a cooperative agreement with the Iowa Civil Rights Commission to review and adjudicate civil rights complaints that may come into the City via the Human Relations Commission.

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Res 2021-approving agreement with ICRC
2. Cooperative Agreement - Indianola Iowa FY22

City of Indianola
RESOLUTION NO. 2021-

RESOLUTION APPROVING AN AGREEMENT WITH THE IOWA CIVIL RIGHTS COMMISSION

WHEREAS, the City of Indianola, Iowa has established a Human Relations Commission consistent with the Iowa Civil Rights Act to recognize the authority of the Iowa Civil Rights Commission and foster use of its procedures and programs; and

WHEREAS, the duties of the Indianola Human Relations Commission include providing intake assistance for complaints from individuals who may be victims of discriminatory practices within the City and refer such complaints to the Iowa Civil Rights Commission for investigation and adjudication; and

WHEREAS, the purpose of the Iowa Civil Rights Commission is to assist local agencies in resolving discrimination complaints; and

WHEREAS, a cooperative agreement between the Indianola Human Relations Commission and the Iowa Civil Rights Commission is necessary and in the best interest of the public in order to resolve complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11.

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

1. The attached cooperative agreement is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor and City Manager are authorized and directed to execute on behalf of the City the documents required to complete the contract.

PASSED this 7th day of September 2021.

Pam Pepper, Mayor

ATTEST:

Andy J. Lent, City Clerk/CFO

COOPERATIVE AGREEMENT
Between Indianola Human Relations Commission
&
IOWA CIVIL RIGHTS COMMISSION

1. **Definitions:** As used in this Cooperative Agreement the following terms are defined as follows:

- a) "ICRC" means the Iowa Civil Rights Commission.
- b) "Local agency" means Indianola Human Relations Commission and must comply with the requirements of Iowa Code §216.19
- c) "Fiscal Year 2022" runs from July 1, 2021 to June 30, 2022.

2. **Authority:** In order to effectuate the purposes of the "Iowa Civil Rights Act," (ICRA) the ICRC now enters into a Cooperative Agreement with the Indianola Human Relations Commission. Iowa Code §216.19.

3. **Purpose:** Our purpose is to assist local agencies in resolving discrimination complaints and to reduce case backlogs without compromising quality or the integrity of the system. We have designed criteria to ensure an efficient, effective, and coordinated effort between the ICRC and local agencies.

4. **Scope:** Under this Cooperative Agreement, ICRC contracts with the Indianola Human Relations Commission for the satisfactory intake and resolution of complaints whose allegations fall within the prohibitions of Iowa Code §§216.6, 216.6A, 216.7, 216.8, 216.8A, 216.9, 216.10 and 216.11. This Cooperative Agreement does not cover complaints that do not fall within these sections of the Iowa Code.

3. **Period:** This Cooperative Agreement will run during Fiscal Year 2022. There is no commitment on the part of ICRC to contract with the Indianola Human Relations Commission for the resolution of complaints after June 30, 2022.

4. **Total Amount:** The total amount ICRC can be required to spend, as aggregate compensation to all contracting local commissions for work performed under cooperative agreements for Fiscal Year 2022 is \$33,000.00 maximum. If insufficient funds exist for payment of all cases tendered for payment by the contracting Local Commissions, payment shall be allocated on a first-come first-served basis, according to the date of submission of the intakes or resolutions to the ICRC.

5. **Payment Date:** ICRC agrees to provide payment on a quarterly basis based upon satisfaction of the conditions established in this agreement. Payment will be provided for work performed and accepted under this Agreement by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, when credit has been approved by that agency. Payment will be provided only for cases that are determined by

the ICRC to be jurisdictional under the ICRA, if the complaints are timely received by the ICRC, and in the case of cases cross-filed with the EEOC or HUD, credit has been approved by that agency. In the case of payment for intake services, ICRC accepts the work if/when ICRC opens the case file corresponding to the intake. Payment is conditioned upon execution of this contract which must be accomplished and returned to the ICRC no later than October 1, 2021. Agreements presented after that date will be rejected by the ICRC absent prior written approval for late submission by the Director of the ICRC.

6. Payment Schedule*:**

(a) Intakes: See attached Schedule A for breakdown of reimbursement rates based on the timing of receipt of the complaint for housing and non-housing referrals to the ICRC. For purposes of the contract, intake is defined as receipt by the ICRC of a completed, signed, jurisdictional complaint in any area covered by the ICRA, including housing, that are forwarded to the ICRC for processing and investigation, with accompanying release, contact information and jurisdictional review documentation. If the ICRC complaint form is used, it will not be necessary to submit the jurisdictional review documentation. All information noted on the jurisdictional review documentation must be provided to the ICRC with the intake documentation. No payment will be made for non-housing intakes that are more than 60 days old or housing intakes that are more than 30 days old on the date received by the ICRC.

(b) Resolutions: See Schedule A (attached) for definitions and rate of payment based on time received. For purposes of the contract, resolution includes case closures resulting in Satisfactory Adjustments, Administrative Closures for reasons other than failure to cooperate or unable to locate, No Probable Cause Orders, Probable Cause Orders or closures after Public Hearings. In the case of administrative closures for failure to cooperate or failure to locate complainant, no reimbursement will be provided. Further, this clause does not apply to resolutions submitted by the local agency to the EEOC or HUD for contract credit or payment by the federal agencies, in which case, the ICRC will provide no payment. Settlement agreements for cross-filed EEOC cases cannot include a no-rehire clause or global release and must indicate in the agreement itself that the agreement was signed voluntarily. These are EEOC requirements that will not be waived by the EEOC and cannot be waived by the ICRC. Any agreements with language that includes the impermissible language or that is missing the required EEOC voluntary settlement language will be rejected by the ICRC (and EEOC) and no payment will be made until the settlement agreements are revised accordingly. Resolution date shall be the date of receipt of the case closure by the ICRC. In the case of resolutions on complaints cross-filed with the EEOC, if the EEOC refuses credit for the resolution, the ICRC's payment obligations under this agreement shall be extinguished. HUD prohibits ICRC from seeking credit for housing complaints cross-filed with HUD, and any such complaints should be referred to the ICRC for investigation after intake.

(c) **Jurisdictional:** Any and all complaints submitted for credit and payment must be jurisdictional, including meeting the 300-day limit when the complaint is received by the ICRC, and must be a claim under the Iowa Civil Rights Act.

7. **Maintenance of Effort:** Iowa Code §216.19(2) provides that a city with a population of 29,000 or greater shall to maintain an independent local civil/human rights agency, shall structure and adequately fund the local human/civil rights agency in order to effect cooperative undertakings with ICRC and to aid in effectuating the purposes of the "Iowa Civil Rights Act," and when staff is provided, the local agency or commission shall have control over such staff. The ICRC reserves the right to deny payment for closures which appear to have been adversely affected by a failure to comply with this code section or any other reasonable indication of lack of independence or neutrality by the local agency in its investigation of the complaint, and such may serve as grounds justifying termination of this agreement.

8. **Information Sharing:** Pursuant to I.A.C r. 161—11.10, the filing of a complaint or confidential information pertaining to a complaint covered by this agreement may be shared between the parties to this agreement as part of the routine use of such records, to administer the program for which the information is collected.

9. **Confidentiality:** Pursuant to I.A.C r. 161—1.6(4)(e)(4) and Iowa Code Section 215.15(5), the Indianola Human Relations Commission agrees not to disclose the filing of a complaint or confidential information pertaining to a complaint covered by this agreement until the complaint has been officially set for public hearing. Once a complaint has been officially set for public hearing, the Indianola Human Relations Commission agrees not to disclose confidential information pertaining to the complaint that is not publicly available, except as allowed by ICRC's rules.

10. **Reports:** The local agency agrees to submit quarterly reports on the electronic templates provided by the ICRC to ICRC listing each intake and resolution submitted for contract credit or payment under this Agreement. Quarterly Reports are due, as applicable, on October 5, 2021 (for July 1 — September 30, 2021 activity); January 5, 2022 (October 1 — December 31, 2021 activity); April 5, 2022 (for January 1 - March 31, 2022 activity), and July 15, 2022 (for April 1 - June 30, 2022 activity). Payments under this contract will be made after the Quarterly Reports are completed and submitted to the ICRC. Failure to provide Quarterly reports within 30 days of due date will result in forfeiture of funds for the quarter for which the quarterly report is not timely filed. As a condition of final payment, the local commission must submit, and ICRC must have received, all cases no later than July 15, 2022. Cases submitted after July 15, 2022, will not be paid.

11. **Training.** ICRC and the local agency will cooperate in planning, sponsoring, and conducting necessary complaint processing training for staff and commissioners.

12. This contract recognizes the 300-day filing period for initial complaints, as set forth in Iowa Code Ch. 216, is measured by the day the complaint is received by the ICRC, not the day received by the local commission. Therefore, local commissions are responsible for ensuring that cases are received by the ICRC within 300 days of the date of the last incident of discrimination. The local agency agrees that complaints that are not received by the ICRC within the 300-day time limit are not jurisdictional on their face and no payment will be made in that case. To be considered received by the ICRC, the complaint must be physically received by the ICRC either through mail, fax, personal delivery or by email, by 4:30 pm, Monday through Friday. The ICRC prefers email (icrc@iowa.gov) over fax, as email has historically been more reliable. Complaints received (or sent by email) after 4:30 pm will be considered filed on the next business day.

13. **Closures.** Closure submissions for case resolutions must include the following closing documents from the local commission: Copies of closures notices sent to all parties by the local commission and a copy of the local commission's findings/decision. All closure documents including settlement agreements and withdrawals must include local and state case numbers, and when cross-med with EEOC, federal case number. Payment may be denied if closure papers or settlement agreements do not include case numbers, or if any case number is Incorrect. ICRC may be required to obtain a full copy of the case file maintained by the local commission. The copies should be provided to ICRC at no cost and within two weeks of request.

If required by your local protocol, ordinance or practice, separate signature lines have been provided for your Mayor and Commission Chair.

Mayor or Designee

Date

Ryan Waller, Indianola Human Relations Commission

Date

Charles A. D. Hill, Interim Director, Iowa Civil Rights Commission

Date

SCHEDULE A

***The following summarizes the payment schedule.

Intake: (See definition for Intake below)	Complaint sent to ICRC for processing and investigation within 7 days (housing) or 30 days (non-housing) of initial filing date with local agency.	\$500 for housing cases eligible for cross-filing with HUD; \$250 for employment cases eligible for cross-filing with EEOC; \$125 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 7 days but within 30 days (housing); greater than 30 days but within 60 days (non-housing) of initial filing date with local agency.	\$250 for housing cases eligible for cross-filing with HUD; \$150 for employment cases eligible for cross-filing with EEOC; \$75 for cases not eligible for cross-filing
	Complaint sent to ICRC for processing and investigation greater than 30 days (housing) or 60 days (non-housing) of initial filing date with local agency.	\$0
Resolutions for Non-housing Cases: (See definition for Resolutions below)	Complaint Resolutions sent to ICRC for closure processing within 180 days of initial filing date with local agency.	\$325 for cases eligible for cross-filing with EEOC; \$100 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 180 days but within 600 days of initial filing date with local a agency.	\$200 for cases eligible for cross-filing with EEOC; \$50 for cases not eligible for cross-
	Complaint Resolutions sent to ICRC for closure processing greater than 600 days of initial filing date with local a agency.	\$0

For the purpose of this contract the definition for the terms of payments are as follows:

"INTAKE"

A completed and signed complaint that meets the jurisdictional requirements of ICRA and forwarded to the ICRC for initial processing and investigation with accompanying release, contact information and jurisdictional review documentation.

"RESOLUTIONS"

Case closures resulting in an administrative closure (except for failure to cooperate or locate Complainant); conciliated and settled cases; satisfactory adjustments; No Probable Cause Orders; Probable Cause Orders; and closures after Public Hearing.

"INITIAL FILING"

Initial filing date will be determined by local file-stamp receipt date shown on the complaint. All complaints must show a local file-stamp receipt date. Credit may be rejected for complaints without a local file-stamp receipt date.



MEMORANDUM

To: Mayor and City Council

From: Andy Lent, City Clerk/CFO

Date: September 7, 2021

Subject: Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Indianola, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021, and providing for a method of payment of said Notes.

Introduction: Third and Final SRF Bond Note for WRRF.

Background: This is the last bond series from the State Revolving Fund for the Water Resource Recovery Facility. The debt service payments for this series will be from the Local Option Sales Tax (LOST) revenue.

Discussion: The City historically has received over \$1.5 million in LOST revenue and the annual debt service payment on this series will not exceed \$1 million.

Budget Impact: Not to exceed \$1 million in annual debt service payments from Local Option Sales Tax revenue.

Recommendation: Approval of resolution.

Attachments:

1. Form of Note 2021 GO (SRF)
2. Loan and Disbursement Agreement 2021 GO SRF
3. Delivery Certificate 2021 GO SRF
4. Auditor's Certificate 2021 GO SRF
5. Transcript Certificate 2021 GO SRF
6. Authorizing Resolution 2021 GO (SRF)

REGISTERED
Certificate No. GO-1

REGISTERED
Principal Amount \$16,345,000

**UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF WARREN
CITY OF INDIANOLA
TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE
SERIES 2021**

Interest Rate
1.75%

Maturity Date
June 1, 2041

Note Date
September 24, 2021

The City of Indianola, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

IOWA FINANCE AUTHORITY

or registered assigns, the principal sum of SIXTEEN MILLION THREE HUNDRED FORTY-FIVE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2021, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

**THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO
FEDERAL INCOME TAXATION.**

This Note is issued pursuant to the provisions of Sections 384.24, 384.24A and 384.25 of the Code of Iowa, as amended, 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 the Water Resource Recovery Facility project, and in order to evidence the obligations of the Issuer under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Chief Financial Officer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the Chief Financial Officer of the City of Indianola, Iowa, all as of the 24th day of September, 2021

Date of authentication: September 24, 2021

CITY OF INDIANOLA, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the Chief Financial Officer

By: _____
Mayor

CHIEF FINANCIAL OFFICER, Registrar

ATTEST:

By: _____
Authorized Signature

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: Chief Financial Officer
Paying Agent: Chief Financial Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)

GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____

Partnership _____

Corporation _____

Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT

- Custodian

(Cust)

(Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY ALSO BE USED THOUGH NOT IN THE ABOVE LIST

01933122-1\13538-158

LOAN AND DISBURSEMENT AGREEMENT
\$16,345,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021
SEWER IMPROVEMENT BONDS

This Loan and Disbursement Agreement (the “Agreement”) is made and entered into as of September 24, 2021 by and between the City of Indianola, Iowa (the “Participant”) and the Iowa Finance Authority, an agency and public instrumentality of the State of Iowa (the “Issuer”).

WHEREAS, the Issuer, in cooperation with the Iowa Department of Natural Resources (the “Department”), is authorized to undertake the creation, administration and financing of the Iowa Water Pollution Control Works Financing Program (the “Program”) established in the Code of Iowa, Sections 16.131 through 16.135 and Sections 455B.291 through 455B.299, including, among other things, the making of loans to Iowa municipalities for purposes of the Program; and

WHEREAS, the Participant desires to participate in the Program as a means of financing all or part of the construction of certain wastewater treatment facilities serving the Participant and its residents; and

WHEREAS, to assist in financing the Project (defined herein), the Issuer desires to make a loan to the Participant in the amount set forth in Section 2 hereof;

NOW, THEREFORE, the parties agree as follows:

Section 1. Definitions. In addition to other definitions set forth herein, the following terms as used in this Agreement shall, unless the context clearly requires otherwise, have the following meanings:

(a) “Bonds” shall mean any State Revolving Fund Revenue Bonds that were or in the future are issued by the Issuer for the purpose of providing moneys to finance the Loan to the Participant.

(b) “Code” shall mean the Internal Revenue Code of 1986, as amended, and all lawfully promulgated regulations thereunder.

(c) “General Obligation” shall mean the general obligation bond or capital loan note issued by the Participant to evidence its obligations under this Agreement.

(d) “Project” shall mean the particular construction activities approved by the Department and being undertaken by the Participant with respect to its Wastewater Treatment System, as described in the Resolution.

(e) “Regulations” shall mean the administrative rules of the Department relating to the Program, set forth in Title 567, Chapter 44 of the Iowa Administrative Code, and the administrative rules of the Issuer relating to the Program set forth in Title 265, Chapter 26 of the Iowa Administrative Code.

(f) “Resolution” shall mean the resolution of the City Council of the Participant providing for the authorization and issuance of the General Obligation, attached hereto as Exhibit B, adopted on September 7, 2021, approving and authorizing the execution of this Agreement and the issuance of the General Obligation.

(g) “Wastewater Treatment System” shall mean the wastewater treatment system of the Participant, all facilities being used in conjunction therewith and all appurtenances and extensions thereto, including but not limited to the wastewater treatment system project which the Participant is financing under this Agreement.

Section 2. Loan; Purchase of General Obligation. The Issuer agrees to purchase the General Obligation in order to make a loan to the Participant, and will disburse proceeds as set forth herein. The Participant agrees to borrow and accept from the Issuer, a loan in the principal amount of \$16,345,000 (the “Loan”).

The Participant shall use the proceeds of the Loan strictly (a) to finance a portion of the costs of construction of the Project and (b), where applicable, to reimburse the Participant for a portion of the costs of the Project, which portion was paid or incurred in anticipation of reimbursement through the Program and which is eligible for such reimbursement under and pursuant to the Regulations and the Code.

Section 3. Disbursements. Proceeds of the Loan shall be made available to the Participant in the form of one or more periodic disbursements as provided in this Section. The Issuer thereafter shall make disbursements of a portion of the Loan for payment of costs of the Project upon receipt of the following:

- (a) a completed payment request on a form acceptable to and available from the Issuer;
- (b) current construction payment estimates;
- (c) engineering service statements;
- (d) purchase orders or invoices for items not included within other contracts; and
- (e) evidence that the costs for which the disbursement is requested have been incurred.

Solely with respect to the request for the final disbursement of proceeds of the Loan, the Participant shall submit to the Issuer (via the Department), in addition to items (a) through (e) above, a certification of completion and acceptance of the Project by the Participant or evidence of an acceptable settlement if the Project is subject to a dispute between the Participant and any contractor.

Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable to

the Participant via automated clearinghouse system transfer to the account specified by the Participant.

Section 4. Completion of Project. The Participant covenants and agrees (i) to exercise its best efforts in accordance with prudent wastewater treatment utility practices to complete the Project; and (ii) to provide from its own fiscal resources all monies, in excess of the total amount of Loan proceeds it receives under the Agreement, required to complete the Project.

Section 5. Repayment of Loan; Issuance of General Obligation. The Participant's obligation to repay the Loan and interest thereon shall be evidenced by a duly authorized and issued General Obligation of the Participant in the principal amount of the Loan, complying in all material respects with the Regulations and being in substantially the form set forth in the Resolution, which Resolution is attached hereto as Exhibit B. The General Obligation shall be delivered to the Issuer as the original purchaser and registered holder thereof at the closing of the Loan. The General Obligation shall be accompanied by a legal opinion of bond counsel, in form satisfactory to the Issuer, to evidence the legality, levy of debt service taxes and tax-exempt status of interest on the General Obligation. The parties agree that a payment of principal of or interest on the General Obligation shall be deemed to be a payment of the same on the Loan and a payment of principal of or interest on the Loan shall be deemed to be a payment of the same on the General Obligation. Unless otherwise agreed to in writing by the Issuer, all payments of principal and interest due under the Loan shall be made via automated clearinghouse transfer, from an account specified by the Participant.

The General Obligation shall be dated the date of delivery to the Issuer, with interest and the Servicing Fee (together, the "Interest Rate" as set forth in Section 6 hereof) payable semiannually on June 1 and December 1 of each year from the date of each disbursement of a part of the Loan from the Issuer to the Participant (which are initially expected to be on approximately the dates set forth on Exhibit A attached hereto and incorporated herein). The first repayment of principal of the Loan shall be due and payable not later than one year after substantial completion of the Project and payments of principal, interest and the Servicing Fee shall continue thereafter until the Loan is paid in full. Following the final disbursement of Loan proceeds to the Participant, Exhibit A shall be adjusted by the Issuer, with the approval of the Participant, based upon actual disbursements to the Participant under the Agreement. Such revised Exhibit A thereafter shall be deemed to be incorporated herein by reference and made a part hereof and shall supersede and replace that initially attached hereto and to the General Obligation.

The General Obligation shall be subject to optional redemption by the Participant at a price of par plus accrued interest (i) on any date with the prior written consent of the Issuer, or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any such optional redemption of the General Obligation by the Participant may be made from any funds regardless of source, in whole or from time to time in part, upon not less than thirty (30) days' notice of redemption by e-mail, facsimile, certified or registered mail to the Issuer (or any other registered owner of the General Obligation). The General Obligation is also subject to mandatory redemption in the event the costs of the Project are less than initially projected, in which case the amount of the Loan shall be reduced to an amount equal to the actual Project costs disbursed. The Participant and the Issuer agree that following such adjustment, the

principal amount due under the General Obligation shall be automatically reduced to equal the principal amount of the adjusted Loan.

In the Resolution, provisions shall be made for the levy of a sufficient continuing annual tax on all the taxable property within the corporate boundaries of the Participant for the payment of the principal of and interest on the General Obligation as the same will respectively become due, and by its execution of this Agreement and the issuance of the General Obligation to the Issuer pursuant to the Resolution, the Participant hereby irrevocably pledges the faith, credit, revenues and resources and all the real and personal property of the Participant for the full and prompt payment of the principal of and interest on the General Obligation.

Section 6. Interest Rate, Initiation Fee and Servicing Fees. (a) The Participant agrees to pay to the Issuer, as additional consideration for the Loan, a loan initiation fee (the "Initiation Fee") equal to one-half of one percent (0.50%) of the amount of the Loan (but not to exceed \$100,000.00) (\$81,725), which shall be due and payable on the date of this Agreement. Unless the Issuer shall be otherwise notified by the Participant that the Participant intends to pay such Initiation Fee from other funds, and has received such other funds from the Participant on the date hereof, the Issuer shall be authorized to deduct the full amount of the Initiation Fee from the proceeds of the Loan being made hereunder, and such deduction by the Issuer shall be deemed to be an expenditure by the Participant of the Loan proceeds.

(b) The Participant agrees to pay a Loan servicing fee (the "Servicing Fee") to the Issuer in an amount equal to 0.25% per annum of the principal amount of the Loan outstanding. The Servicing Fee shall be paid as described in Section 5 and Section 6(c) hereof.

(c) The Loan shall bear interest at 1.75% per annum (the "Rate"). As described in Section 5, payments hereunder shall be calculated based on the Rate plus the Servicing Fee (such 2.00%, the "Interest Rate").

Section 7. Compliance with Applicable Laws, Performance Under Loan Agreement; Rates. The Participant covenants and agrees (i) to comply with all applicable State of Iowa and federal laws, rules and regulations (including but not limited to the Regulations), judicial decisions, and executive orders in the performance of the Agreement and in the financing, construction, operation, maintenance and use of the Project and the Wastewater Treatment System; (ii) to maintain its Wastewater Treatment System in good repair, working order and operating condition; (iii) to cooperate with the Issuer in the observance and performance of their respective duties, covenants, obligations and agreements under the Agreement; (iv) to comply with all terms and conditions of the Resolution; and (v) to establish, levy and collect rents, rates and other charges for the products and services provided by its Wastewater Treatment System, which rents, rates and other charges shall be at least sufficient to comply with all covenants pertaining thereto contained in, and all other provisions of, any bond resolution, trust indenture or other security agreement, if any, relating to any bonds or other evidences of indebtedness issued or to be issued by the Participant.

Section 8. Exclusion of Interest from Gross Income. Unless otherwise agreed to by the Issuer in writing, the Participant covenants and agrees as follows:

(a) The Participant shall not take any action or omit to take any action which would result in a loss of the exclusion of the interest on the Bonds from gross income for federal income taxation as that status is governed by Section 103(a) of the Code.

(b) The Participant shall not take any action or omit to take any action, which action or omission would cause its General Obligation or the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) to be “private activity bonds” within the meaning of Section 141(a) of the Code. Accordingly, unless the Participant receives the prior written approval of the Issuer, the Participant shall not (A) permit any of the proceeds of the Bonds loaned to the Participant or the Project financed with such proceeds to be used, either directly or indirectly, in any manner that would constitute “private business use” within the meaning of Section 141(b)(6) of the Code, taking into account for this purpose all such use by persons other than governmental units on an aggregate basis, (B) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to make or finance loans to persons other than governmental units (as such term is used in Section 141(c) of the Code) or (C) use, either directly or indirectly, any of the proceeds of the Bonds loaned to the Participant to acquire any “non-governmental output property” within the meaning of Section 141(d)(2) of the Code.

(c) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds (or amounts replaced with such proceeds) or any other funds or take any action or omit to take any action, which use or action or omission would (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) cause the Bonds to be “arbitrage bonds” within the meaning of Section 148(a) of the Code.

(d) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to pay the principal of or interest on any issue of State or local governmental obligations (“refinancing of indebtedness”) unless the Participant shall establish to the satisfaction of the Issuer that such refinancing of indebtedness will not adversely affect the exclusion from gross income of interest on the Bonds for federal income tax purposes and the Participant delivers an opinion to such effect of bond counsel acceptable to the Issuer.

(e) The Participant shall not directly or indirectly use or permit the use of any proceeds of the Bonds to reimburse the Participant for any portion of the cost of the Project unless such cost was paid or incurred by the Participant in anticipation of reimbursement from the proceeds of the Bonds or other State or local governmental borrowing in accordance with the Code, published rulings of the Internal Revenue Service and the Regulations.

(f) The Participant shall not use the proceeds of the Bonds (assuming solely for this purpose that the proceeds of the Bonds loaned to the Participant represent all of the proceeds of the Bonds) in any manner which would cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code or “hedge bonds” within the meaning of Section 149(g) of the Code.

(g) The Participant shall comply with all provisions of the Code relating to the rebate of any profits from arbitrage attributable to the Participant, and shall indemnify and hold the Issuer harmless therefrom.

Section 9. Insurance; Audits; Disposal of Property. The Participant covenants and agrees (a) to maintain insurance on, or to self-insure, the insurable portions of the Wastewater Treatment System of a kind and in an amount which normally would be carried by private companies engaged in a similar type of business, (b) to keep proper books and accounts adapted to the Wastewater Treatment System, showing the complete and correct entry of all transactions relating thereto, and to cause said books and accounts to be audited or examined by an independent auditor or the State Auditor (i) at such times and for such periods as may be required by the federal Single Audit Act of 1984, OMB Circular A-133 or State law, and (ii) at such other times and for such other periods as may be requested at any time and from time to time by the Issuer (which requests may require an audit to be performed for a period that would not otherwise be required to be audited under State law), and (c) unless the Participant has received a waiver and consent from the Issuer, it shall not sell, lease or in any manner dispose of the Wastewater Treatment System, or any capital part thereof, including any and all extensions and additions which may be made thereto, until the General Obligation shall have been paid in full or otherwise discharged as provided in the Resolution; provided, however, that the Participant may dispose of any property which in the judgment of its governing body is no longer useful or profitable to use in connection with the operation of the Wastewater Treatment System or essential to the continued operation thereof.

Section 10. Maintenance of Documents; Access. The Participant agrees to maintain its project accounts in accordance with generally accepted accounting principles ("GAAP") as issued by the Governmental Accounting Standards Board, including GAAP requirements relating to the reporting of infrastructure assets.

The Participant agrees to permit the Issuer or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

Section 11. Continuing Disclosure. As a means of enabling the Issuer to comply with the "continuing disclosure" requirements set forth in Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission, the Participant agrees, during the term of the Loan, but only upon written notification from the Issuer to the Participant that this Section 11 applies to such Participant for a particular fiscal year, to provide the Issuer with (i) the comprehensive audit report of the Participant, prepared and certified by an independent auditor or the State Auditor, or unaudited financial information if the audit is not available, not later than 180 days after the end of each fiscal year for which this section applies and (ii) such other information and operating data as the Issuer may reasonably request from time to time with respect to the Wastewater Treatment System, the Project or the Participant.

The Participant hereby consents to the inclusion of all or any portion of the foregoing information and materials in a public filing made by the Issuer under the Rule. The Participant agrees to indemnify and hold harmless the Issuer, and its officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, reasonable costs and

expenses whatsoever (including attorney fees) which such indemnified party may incur by reason of or in connection with the disclosure of information permitted under this Section; provided that no such indemnification shall be required for any claims, damages, losses, liabilities, costs or expenses to the extent, but only to the extent, caused by the willful misconduct or gross negligence of the Issuer in the disclosure of such information.

Section 12. Events of Default. If any one or more of the following events occur, it is hereby defined as and declared to constitute an “Event of Default” under this Agreement:

(a) Failure by the Participant to pay, or cause to be paid, any Loan repayment (including the Servicing Fee) required to be paid under this Agreement when due, which failure shall continue for a period of fifteen (15) days.

(b) Failure by the Participant to make, or cause to be made, any required payments of principal, redemption premium, if any, and interest on any bonds, notes or other obligations of the Participant (other than the Loan and the General Obligation), the payment of which are secured by the levy of debt services taxes.

(c) Failure by the Participant to observe and perform any duty, covenant, obligation or agreement on its part to be observed or performed under the Agreement or the Resolution, other than the obligation to make Loan repayments, which failure shall continue for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, is given to the Participant by the Issuer, unless the Issuer shall agree in writing to an extension of such time prior to its expiration or the failure stated in such notice is correctable but cannot be corrected in the applicable period, in which case the Issuer may not unreasonably withhold its consent to an extension of such time up to one hundred twenty (120) days from the delivery of the written notice referred to above if corrective action is commenced by the Participant within the applicable period and diligently pursued until the Event of Default is corrected.

Section 13. Remedies on Default. Whenever an Event of Default shall have occurred and be continuing, the Issuer shall have the right to take any action authorized under the Regulations, the General Obligation or this Agreement and to take whatever other action at law or equity may appear necessary or desirable to collect the amounts then due and thereafter to become due under the Agreement or to enforce the performance and observance of any duty, covenant, obligation or agreement of the Participant under the Agreement or the Resolution.

Section 14. Amendments. This Agreement may not be amended, supplemented or modified except by a writing executed by all of the parties hereto.

Section 15. Termination. The Participant understands and agrees that the Loan may be terminated at the option of the Issuer if construction of the Project has not commenced within one year of the date of execution of this Agreement, all as set forth in the Regulations.

Section 16. Rule of Construction. This Agreement is executed pursuant to the provisions of Section 384.24A of the Code of Iowa and shall be read and construed as conforming to all provisions and requirements of that statute.

In the event of any inconsistency or conflict between the terms and conditions of the General Obligation and this Agreement or the Regulations, the parties acknowledge and agree that the terms of this Agreement or the Regulations, as the case may be, shall take precedence over any such terms of the General Obligation and shall be controlling, and that the payment of principal and interest on the Loan shall at all times conform to the schedule set forth on Exhibit A, as adjusted, and the Regulations.

Section 17. Federal Requirements. The Participant agrees to comply with all applicable federal requirements including, but not limited to, Davis-Bacon wage requirements and the requirements relating to the use of American iron and steel products.

Section 18. Application of Uniform Electronic Transactions Act. The Issuer and the Participant agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa.

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF INDIANOLA, IOWA

By: _____
Mayor

Attest:

City Clerk

IN WITNESS WHEREOF, I have hereunto affixed my signature all as of the date first above written.

IOWA FINANCE AUTHORITY

By: _____
Its:

[IFA Signature Page to LDA]

EXHIBIT A

**ESTIMATED DISBURSEMENTS AND
DEBT SERVICE REPAYMENT SCHEDULE**

EXHIBIT B
AUTHORIZATION/ISSUANCE RESOLUTION OF PARTICIPANT

01926322-1\13538-158

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Indianola, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered Taxable General Obligation Capital Loan Notes, Series 2021, of the City of Indianola, State of Iowa, in the amount of \$16,345,000, dated the date of delivery, bearing interest at a rate of 1.75% per annum and maturing as set forth on the Debt Service Schedule attached hereto in and incorporated herein by this reference.

The Note has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of said City.

The Note has been delivered to:

Iowa Finance Authority of Des Moines, Iowa,

and has been paid for in accordance with the terms of the contract of sale and at a price of \$16,345,000, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property
within the City, except moneys and credits and tax free
lands (Fiscal Year 2021/2022), according to the last
completed State and County tax lists (100% - Before
Rollback) \$ 1,066,402,873

Total general obligation bonded indebtedness of the
City, including this issue \$ _____

All other general obligation indebtedness, (including
warrants, judgments, contracts of purchase or
lease/purchase, self-insurance or local government risk
pool obligations, loan agreements, and revenue bonds
issued under Code Section 403.9), of the City of any kind \$ _____

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Indianola,
State of Iowa, this 24th day of September, 2021.

Mayor

City Clerk

City Treasurer

(CITY SEAL)

01926303-1\13538-158

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Warren County, State of Iowa, hereby certify that on the _____ day of _____, 2021 there was filed in my office the Resolution of the City Council of the City of Indianola, State of Iowa, adopted on the 7th day of September, 2021, such Resolution amending the levy of taxes for the purpose of paying principal and interest on \$16,345,000 of General Obligation Capital Loan Notes, Series 2021, dated September 24, 2021 and authorizing the execution of a Loan and Disbursement Agreement and authorizing the issuance of the Notes.

(COUNTY SEAL)

County Auditor of Warren County, State of
Iowa

01926324-1\13538-158

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Indianola, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021, of the City dated September 24, 2021, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and six (6) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2021, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2021, at Indianola, Iowa.

City Clerk, City of Indianola, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Pam Pepper

(Original Signature)

Clerk/Chief Financial Officer:

Andrew J. Lent

(Original Signature)

City Treasurer:

Doug Shull

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

Subscribed and sworn to before me by Pam Pepper, Andrew J. Lent and Doug Shull on this _____ day of _____, 2021.

Notary Public in and for Warren County,
Iowa

(SEAL)

01926308-1\13538-158

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021.

- Resolution approving and authorizing a form of Loan and Disbursement Agreement by and between the City of Indianola, Iowa, and the Iowa Finance Authority, and authorizing and providing for the issuance and securing the payment of \$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021, and providing for a method of payment of said Notes.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER
21 AND THE LOCAL RULES OF THE CITY

September 7, 2021

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$16,345,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES " 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 said Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AND DISBURSEMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA, IOWA AND THE IOWA FINANCE AUTHORITY, AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$16,345,000 TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, OF THE CITY OF INDIANOLA, IOWA, UNDER THE PROVISIONS OF THE CODE OF IOWA, AND PROVIDING FOR A METHOD OF PAYMENT OF SAID NOTES

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including the Water Resource Recovery Facility project, and it is deemed necessary and advisable that a form of Loan Agreement be approved and authorized and Taxable General Obligation Capital Loan Notes, Series 2021, in the amount of \$16,345,000 be issued for said purpose; and

WHEREAS, pursuant to notice published as required by Sections 384.24, 384.24A and 384.25 of the Code of Iowa, as amended, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of the Notes.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

♦ "Agreement" shall mean a Loan and Disbursement Agreement dated as of the Closing between and among the City and the Original Purchaser, relating to the Loan made to the City under the Program;

♦ "Closing" shall mean the date of delivery of the Note to the Original Purchaser and the funding of the Loan by the Original Purchaser;

♦ "Department" shall mean the Iowa Department of Natural Resources;

♦ "Issuer" and "City" shall mean the City of Indianola, Iowa;

♦ "Loan" shall mean the principal amount allocated by the Original Purchaser to the City under the Program, equal in amount to the principal amount of the Notes;

♦ "Notes" shall mean \$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021, authorized to be issued by this Resolution;

♦ "Original Purchaser" shall mean the Iowa Finance Authority, as the purchaser of the Notes from Issuer at the time of their original issuance;

♦ "Paying Agent" shall mean the Chief Financial Officer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due;

♦ "Program" shall mean the Iowa Water Pollution Control Works Financing Program undertaken jointly by the Original Purchaser and the Department;

♦ "Project" shall mean the costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping of the Municipal Sewer System, including Water Resource Recovery Facility project;

♦ "Project Fund" shall mean the Loan Account maintained under the Program for the benefit of the Issuer, into which the proceeds of the Loan and the Note shall be allocated and held until disbursed to pay Project costs;

♦ "Registrar" shall mean the Chief Financial Officer, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes;

♦ "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Loan Agreement. The form of Loan and Disbursement Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk.

Section 3. Levy and Certification of Annual Tax; Other Funds to be Used.

- (a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Indianola, Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$870,253.51*	2021/2022
\$960,242.50	2022/2023
\$962,237.50	2023/2024
\$963,987.50	2024/2025
\$965,492.50	2025/2026
\$967,752.50	2026/2027
\$968,750.00	2027/2028
\$971,502.50	2028/2029
\$972,975.00	2029/2030
\$975,185.00	2030/2031
\$977,115.00	2031/2032
\$978,765.00	2032/2033
\$981,135.00	2033/2034
\$983,207.50	2034/2035
\$985,982.50	2035/2036
\$987,442.50	2036/2037
\$989,605.00	2037/2038
\$992,452.50	2038/2039
\$994,967.50	2039/2040
\$997,150.00	2040/2041

*Payable from available cash on hand.

(NOTE: For example, the levy to be made and certified against the taxable valuations of January 1, 2020, will be collected during the fiscal year commencing July 1, 2021).

(b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the County Auditor of Warren County Iowa, and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 3 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

(c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 4. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when

collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 2" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from railway, express, telephone and telegraph companies and other taxes assessed by the Iowa State Department of Revenue.

Section 5. Application of Note Proceeds. Proceeds of the Notes other than accrued interest except as may be provided below shall be credited to the Project Fund and expended only for the purposes of the Project. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution. Accrued interest, if any, shall be deposited in the Note Fund.

Section 6. Investments of Note Fund Proceeds. All moneys held in the Note Fund and the Project Fund, shall be invested in investments permitted by Chapter 12B, Code of Iowa, 2021 (formerly Chapter 452, Code of Iowa, as amended) or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, 2021, as amended or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 7. Note Details, Execution and Redemption.

(a) Note Details. Taxable General Obligation Capital Loan Notes, Series 2021, of the City in the total amount of \$16,345,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24, 384.24A and 384.25 of the Code of Iowa, as amended, for the aforesaid purpose. The Notes shall be designated "TAXABLE GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021", be dated the date of delivery, and bear interest at the rate of 1.75% per annum from the date of each advancement made under the Agreement, until payment thereof, at the office of the Paying Agent, said interest payable on December 1, 2021, and semi-annually thereafter on the 1st day of June and December in each year until maturity as set forth on the Debt Service Schedule attached to the Agreement as Exhibit A and incorporated herein by this reference. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the 1st day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final

Debt Service Schedule shall be determined based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest on the Notes shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or imprinted with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check, wire transfer or automated clearing house system transfer to the registered owner of the Note. The Notes shall be in the denomination of \$1,000 or multiples thereof and may at the request of the Original Purchaser be initially issued as a single Note in the denomination of \$16,345,000 and numbered GO-1.

Section 8. Initiation Fee and Servicing Fee. In addition to the payment of principal of and interest on the Notes, the Issuer also agrees to pay the Initiation Fee and the Servicing Fee as defined and in accordance with the terms of the Agreement.

Section 9. Redemption. The Notes are subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of the Notes may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by giving not less than thirty (30) days' notice of redemption by certified or registered mail to the Original Purchaser (or any other registered owner of the Note). The terms of redemption shall be par, plus accrued interest to date of call. The Notes are also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Section 10. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

(a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. The Chief Financial Officer is hereby appointed as Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

(b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory

to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

(c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

(d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

(e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

(f) Non-Presentment of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any

claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

(g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 11. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 12. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated Agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 13. Execution, Authentication and Delivery of the Notes. The Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Original Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

Section 14. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 15. Form of Note. Notes shall be printed in substantial compliance with standards proposed by the American Standards Institute substantially in the form as follows:

"STATE OF IOWA"
"COUNTY OF WARREN"
"CITY OF INDIANOLA"
"TAXABLE GENERAL OBLIGATION CAPITAL LOAN
NOTE"
"SERIES 2021"

Rate: 1.75%
Final Maturity: _____
Note Date: _____
Cusip No.: N/A
"Registered"
Certificate No. GO-1
Principal Amount: \$ _____

The City of Indianola, Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (principal amount written out) in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Loan and Disbursement Agreement dated as of the date hereof until paid at the rate of 1.75% per annum, payable on December 1, 2021, and semi-annually thereafter on the 1st day of June and December in each year. As set forth on said Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2041. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such

interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

THE HOLDERS OF THE NOTES SHOULD TREAT THE INTEREST AS SUBJECT TO FEDERAL INCOME TAXATION.

This Note is issued pursuant to the provisions of Sections 384.24, 384.24A and 384.25 of the Code of Iowa, as amended, 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 the Water Resource Recovery Facility project, and in order to evidence the obligations of the Issuer under a certain Loan and Disbursement Agreement dated as of the date hereof, in conformity to a Resolution of the City Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan Agreement and Resolution.

This Note is subject to optional redemption at a price of par plus accrued interest (i) on any date upon receipt of written consent of the Original Purchaser or (ii) in the event that all or substantially all of the Project is damaged or destroyed. Any optional redemption of this Note may be made from any funds regardless of source, in whole or from time to time in part, in inverse order of maturity, by lot by giving thirty (30) days' notice of redemption by certified or registered mail, to the Iowa Finance Authority (or any other registered owner of the Note). This Note is also subject to mandatory redemption as set forth in Section 5 of the Agreement.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by the Chief Financial Officer, the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered noteholders of such change. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and subject to the provisions for registration and transfer contained in the Note Resolution.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest, and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, said City by its City Council has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of said City impressed hereon, and authenticated by the manual or facsimile signature of an authorized representative of the Registrar, the Chief Financial Officer of the City of Indianola, Iowa, all as of the 24th day of September, 2021

Date of authentication:

This is one of the Notes described in the within mentioned Resolution,
as registered by the Chief Financial Officer.

CHIEF FINANCIAL OFFICER

By: _____
Registrar

Registrar and Transfer Agent: Chief Financial Officer
Paying Agent: Chief Financial Officer

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF INDIANOLA, IOWA

By: (manual or facsimile signature)
Mayor

ATTEST:

By: (manual or facsimile signature)
City Clerk

[Assignment Block]
[Information Required for Registration]

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED)

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the Certificate(s) or Note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____

Address of Transferee(s) _____

Social Security or Tax Identification _____

Number of Transferee(s) _____

Transferee is a(n):

Individual* _____ Corporation _____

Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with rights of survivorship and not as tenants in common

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

Under Iowa Uniform Transfers to Minors Act.....

(State)

ADDITIONAL ABBREVIATIONS MAY BE ALSO

USED THOUGH NOT IN THE ABOVE LIST

Section 16. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 17. Contract Between Issuer and Purchaser. This Resolution shall constitute a contract between said City and the purchaser of the Notes.

Section 18. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

Section 19. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby.

PASSED AND APPROVED this 7th day of September, 2021.

Mayor

ATTEST:

City Clerk

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

I, the undersigned City Clerk of the City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the City hereto affixed this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: September 7, 2021
Subject: GO Bond Series 2021

Introduction: 2021 Bond Series for Hillcrest Avenue and K Street Improvements

Background: On the August 16th meeting, the Indianola City Council approved Resolution 2021-201 "Directing the Acceptance of a proposal to purchase \$6,840,000 General Obligation Capital Loan Notes, Series 2021."

Discussion: The 2021 Bond Series will provide financing for improvements to Hillcrest Avenue and K Street, both vital streets leading to commercial and residential development for Indianola. The documents included here are final documents to secure the loan and authorize BOKF as paying agent to make automatic withdrawals from the City's checking account for the annual debt service payments.

Budget Impact: Ten annual debt service payments totaling \$7,912,114.

Recommendation: Approval of Resolution.

Attachments:

1. Tax Exemption Certificate 2021 GO
2. Authentication Order 2021 GO CLN
3. Registrar's Agreement 2021 GO CLN
4. Transcript Certificate 2021 GO
5. Loan Agreement 2021 GO CLN
6. Delivery Certificate 2021 GO
7. Auditor's Certificate 2021 GO
8. 2021 General Obligation
9. Continuing Disclosure Certificate 2021 GO
10. Authorizing Resolution 2021 GO

TAX EXEMPTION CERTIFICATE

of

CITY OF INDIANOLA, COUNTY OF WARREN, STATE OF IOWA, ISSUER

\$6,840,000 General Obligation Capital Loan Notes, Series 2021

This instrument was prepared by:

Ahlers & Cooney, P.C.
100 Court Avenue, Suite 600
Des Moines, Iowa 50309
(515) 243-7611

TABLE OF CONTENTS

This Table of Contents is not a part of this Tax Exemption Certificate and is provided only for convenience of reference.

INTRODUCTION.....	- 1 -
ARTICLE I DEFINITIONS.....	- 1 -
ARTICLE II SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS	- 4 -
Section 2.1 Authority to Certify and Expectations	- 4 -
Section 2.2 Receipts and Expenditures of Sale Proceeds.....	- 7 -
Section 2.3 Purpose of Bonds	- 7 -
Section 2.4 Facts Supporting Tax-Exemption Classification.....	- 7 -
Section 2.5 Facts Supporting Temporary Periods for Proceeds.....	- 8 -
Section 2.6 Resolution Funds at Restricted or Unrestricted Yield.....	- 8 -
Section 2.7 Pertaining to Yields.....	- 9 -
Section 2.8 Reimbursement Bonds	- 9 -
ARTICLE III REBATE	- 10 -
Section 3.1 Records.....	- 10 -
Section 3.2 Rebate Fund.....	- 11 -
Section 3.3 Exceptions to Rebate	- 11 -
Section 3.4 Calculation of Rebate Amount.....	- 12 -
Section 3.5 Rebate Requirements and the Bond Fund	- 13 -
Section 3.6 Investment of the Rebate Fund.....	- 13 -
Section 3.7 Payment to the United States	- 13 -
Section 3.8 Records.....	- 13 -
Section 3.9 Additional Payments	- 14 -
ARTICLE IV INVESTMENT RESTRICTIONS	- 14 -
Section 4.1 Avoidance of Prohibited Payments	- 14 -
Section 4.2 Market Price Requirement	- 15 -
Section 4.3 Investment in Certificates of Deposit.....	- 15 -
Section 4.4 Investment Pursuant to Investment Contracts and Agreements.....	- 15 -
Section 4.5 Records.....	- 17 -
Section 4.6 Investments to be Legal.....	- 17 -
ARTICLE V GENERAL COVENANTS.....	- 18 -
ARTICLE VI AMENDMENTS AND ADDITIONAL AGREEMENTS.....	- 18 -
Section 6.1 Opinion of Bond Counsel; Amendments	- 18 -
Section 6.2 Additional Covenants, Agreements.....	- 18 -
Section 6.3 Internal Revenue Service Audits.....	- 18 -
Section 6.4 Amendments.....	- 19 -
ARTICLE VII QUALIFIED TAX EXEMPT OBLIGATIONS	- 19 -
EXHIBIT "A"	21
EXHIBIT "B"	22

TAX EXEMPTION CERTIFICATE

CITY OF INDIANOLA, STATE OF IOWA

THIS TAX EXEMPTION CERTIFICATE made and entered into on September 23, 2021, by the City of Indianola, County of Warren, State of Iowa (the "Issuer").

INTRODUCTION

This Certificate is executed and delivered in connection with the issuance by the Issuer of its \$6,840,000 General Obligation Capital Loan Notes, Series 2021 (the "Bonds"). The Bonds are issued pursuant to the provisions of the Resolution of the Issuer authorizing the issuance of the Bonds. Such Resolution provides that the covenants contained in this Certificate constitute a part of the Issuer's contract with the owners of the Bonds.

The Issuer recognizes that under the Code (as defined below) the tax-exempt status of the interest received by the owners of the Bonds is dependent upon, among other things, the facts, circumstances, and reasonable expectations of the Issuer as to future facts not in existence at this time, as well as the observance of certain covenants in the future. The Issuer covenants that it will take such action with respect to the Bonds as may be required by the Code, and pertinent legal regulations issued thereunder in order to establish and maintain the tax-exempt status of the Bonds, including the observance of all specific covenants contained in the Resolution and this Certificate.

ARTICLE I

DEFINITIONS

The following terms as used in this Certificate shall have the meanings set forth below. The terms defined in the Resolution shall retain the meanings set forth therein when used in this Certificate. Other terms used in this Certificate shall have the meanings set forth in the Code or in the Regulations.

- "Annual Debt Service" means the principal of and interest on the Bonds scheduled to be paid during a given Bond Year.
- "Bonds" means the \$6,840,000 aggregate principal amount of General Obligation Capital Loan Notes, Series 2021, of the Issuer issued in registered form pursuant to the Resolution.
- "Bond Counsel" means Ahlers & Cooney, P.C., Des Moines, Iowa, or an attorney at law or a firm of attorneys of nationally recognized standing in matters pertaining to the tax-exempt status of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any State of the United States of America.
- "Bond Fund" means the Sinking Fund described in the Resolution.

- "Bond Purchase Agreement" means the binding contract in writing for the sale of the Bonds.
- "Bond Year" as defined in Regulation 1.148-1(b), means a one-year period beginning on the day after expiration of the preceding Bond Year. The first Bond Year shall be the one-year or shorter period beginning on the Closing Date and ending on a principal or interest payment date, unless Issuer selects another date.
- "Bond Yield" means that discount rate which produces an amount equal to the Issue Price of the Bonds when used in computing the present value of all payments of principal and interest to be paid on the Bonds, using semiannual compounding on a 360-day year as computed under Regulation 1.148-4.
- "Certificate" means this Tax Exemption Certificate.
- "Closing" means the delivery of the Bonds in exchange for the agreed upon purchase price.
- "Closing Date" means the date of Closing.
- "Code" means the Internal Revenue Code of 1986, as amended, and any statutes which replace or supplement the Internal Revenue Code of 1986.
- "Computation Date" means each five-year period from the Closing Date through the last day of the fifth and each succeeding fifth Bond Year.
- "Excess Earnings" means the amount earned on all Nonpurpose Investments minus the amount which would have been earned if such Nonpurpose Investments were invested at a rate equal to the Bond Yield, plus any income attributable to such excess.
- "Final Bond Retirement Date" means the date on which the Bonds are actually paid in full.
- "Governmental Obligations" means direct general obligations of, or obligations the timely payment of the principal of and interest on which is unconditionally guaranteed by the United States.
- "Gross Proceeds" as defined in Regulation 1.148-1(b), means any Proceeds of the Bonds and any replacement proceeds (as defined in Regulation 1.148-1(c)) of the Bonds.
- "Gross Proceeds Funds" means the Project Fund, Proceeds held to pay cost of issuance, and any other fund or account held for the benefit of the owners of the Bonds or containing Gross Proceeds of the Bonds except the Bond Fund and the Rebate Fund.

- "Issue Price" as defined in Regulation 1.148-1(b) and (f)(2), means the first price at which a substantial amount of the Bonds (not less than 10% of each maturity) is sold to the public (any person other than the Purchaser or a related party to the Purchaser). The Purchasers have certified the Issue Price to be not more than \$7,476,219.50, as set forth in Exhibit A.

- "Issuer" means the City of Indianola, a municipal corporation in the County of Warren, State of Iowa.

- "Minor Portion of the Bonds", as defined in Regulation 1.148-2(g), means the lesser of five (5) percent of Proceeds or \$100,000. The Minor Portion of the Bonds is computed to be \$100,000.

- "Nonpurpose Investments" means any investment property which is acquired with Gross Proceeds and is not acquired to carry out the governmental purpose of the Bonds, and may include but is not limited to U.S. Treasury bonds, corporate bonds, or certificates of deposit.

- "Proceeds" as defined in Regulation 1.148-1(b), means Sale Proceeds, investment proceeds and transferred proceeds of the Bonds.

- "Project" means the opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes including sums already expended that meet the requirements of Section 2.8 hereof, as more fully described in the Resolution.

- "Project Fund" shall mean the fund required to be established by the Resolution for the deposit of the Proceeds of the Notes.

- "Purchasers" means D.A. Davidson & Co. of Des Moines, Iowa, constituting the initial purchasers of the Bonds from the Issuer.

- "Rebate Amount" means the amount computed as described in this Certificate.

- "Rebate Fund" means the fund to be created, if necessary, pursuant to this Certificate.

- "Rebate Payment Date" means a date chosen by the Issuer which is not more than 60 days following each Computation Date or the Final Bond Retirement Date.

- "Regulations" means the Income Tax Regulations, amendments and successor provisions promulgated by the Department of the Treasury under Sections 103,

148 and 149 of the Code, or other Sections of the Code relating to "arbitrage bonds", including without limitation Regulations 1.148-1 through 1.148-11, 1.149(b)-1, 1.149-d(1), 1.150-1 and 1.150-2.

- "Replacement Proceeds" include, but are not limited to, sinking funds, amounts that are pledged as security for an issue, and amounts that are replaced because of a sufficiently direct nexus to a governmental purpose of an issue.

- "Resolution" means the resolution of the Issuer adopted on September 7, 2021, authorizing the issuance of the Bonds.

- "Sale Proceeds" as defined in Regulation 1.148-1(b), means any amounts actually or constructively received from the sale of the Bonds, including amounts used to pay underwriter's discount or compensation and accrued interest other than pre-issuance accrued interest.

- "Sinking Fund" means the Bond Fund.

- "SLGS" means demand deposit Treasury securities of the State and Local Government Series.

- "Tax Exempt Obligations" means bonds or other obligations the interest on which is excludable from the gross income of the owners thereof under Section 103 of the Code and include certain regulated investment companies, stock in tax-exempt mutual funds and demand deposit SLGS.

- "Taxable Obligations" means all investment property, obligations or securities other than Tax Exempt Obligations.

- "Verification Certificate" means the certificate attached to this Certificate as Exhibit A, setting forth the offering prices at which the Purchaser will reoffer and sell the Bonds to the public.

ARTICLE II

SPECIFIC CERTIFICATIONS, REPRESENTATIONS AND AGREEMENTS

The Issuer hereby certifies, represents and agrees as follows:

Section 2.1 Authority to Certify and Expectations

(a) The undersigned officer of the Issuer along with other officers of the Issuer, are charged with the responsibility of issuing the Bonds.

(b) This Certificate is being executed and delivered in part for the purposes specified in Section 1.148-2(b)(2) of the Regulations and is intended (among other purposes) to establish reasonable expectations of the Issuer at this time.

(c) The Issuer has not been notified of any disqualification or proposed disqualification of it by the Commissioner of the Internal Revenue Service as a bond issuer which may certify bond issues under Section 1.148-2(b)(2) of the Regulations.

(d) The certifications, representations and agreements set forth in this Article II are made on the basis of the facts, estimates and circumstances in existence on the date hereof, including the following: (1) with respect to amounts expected to be received from delivery of the Bonds, amounts actually received, (2) with respect to payments of amounts into various funds or accounts, review of the authorizations or directions for such payments made by the Issuer pursuant to the Resolution and this Certificate, (3) with respect to the Issue Price, the certifications of the Purchasers as set forth in the Verification Certificate, (4) with respect to expenditure of the Proceeds of the Bonds, actual expenditures and reasonable expectations of the Issuer as to when the Proceeds will be spent for purposes of the Project, (5) with respect to Bond Yield, review of the Verification Certificate, and (6) with respect to the amount of governmental and qualified 501(c)(3) bonds to be issued during the calendar year, the budgeting and present planning of Issuer. The Issuer has no reason to believe such facts, estimates or circumstances are untrue or incomplete in any material way.

(e) To the best of the knowledge and belief of the undersigned officer of the Issuer, there are no facts, estimates or circumstances that would materially change the representations, certifications or agreements set forth in this Certificate, and the expectations herein set out are reasonable.

(f) No arrangement exists under which the payment of principal or interest on the Bonds would be directly or indirectly guaranteed by the United States or any agency or instrumentality thereof.

(g) After the expiration of any applicable temporary periods, and excluding investments in a bona fide debt service fund or reserve fund, not more than five percent (5%) of the Proceeds of the Bonds will be (a) used to make loans which are guaranteed by the United States or any agency or instrumentality thereof, or (b) invested in federally insured deposits or accounts.

(h) The Issuer will file with the Internal Revenue Service in a timely fashion Form 8038-G, Information Return for Tax-Exempt Governmental Obligations with respect to the Bonds and such other reports required to comply with the Code and applicable Regulations.

(i) The Issuer will take no action which would cause the Bonds to become "private activity bonds" as defined in Section 141 (a) of the Code, including any use of the Project by any person other than a governmental unit if such use will be by other than a member of the general public. None of the Proceeds of the Bonds will be used directly or indirectly to make or finance loans to any person other than a governmental unit.

(j) The Issuer will make no change in the nature or purpose of the Project except as provided in Section 6.1 hereof.

(k) Except as provided in the Resolution, the Issuer will not establish any sinking fund, bond fund, reserve fund, debt service fund or other fund reasonably expected to be used to pay debt service on the Bonds (other than the Bond Fund and any Reserve Fund), exercise its option to redeem Bonds prior to maturity or effect a refunding of the Bonds.

(l) No bonds or other obligations of the Issuer (1) were sold in the 15 days preceding the date of sale of the Bonds, (2) were sold or will be sold within the 15 days after the date of sale of the Bonds, (3) have been delivered in the past 15 days or (4) will be delivered in the next 15 days pursuant to a common plan of financing for the issuance of the Bonds and payable out of substantially the same source of revenues.

(m) None of the Proceeds of the Bonds will be used directly or indirectly to replace funds of the Issuer used directly or indirectly to acquire obligations having a yield higher than the Bond Yield.

(n) No portion of the Bonds is issued for the purpose of investing such portion at a higher yield than the Bond Yield.

(o) The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause them to be "arbitrage bonds" as defined in Section 148(a) of the Code. The Issuer does not expect that the Proceeds of the Bonds will be used in a manner that would cause the interest on the Bonds to be includible in the gross income of the owners of the Bonds under the Code. The Issuer will not intentionally use any portion of the Proceeds to acquire higher yielding investments.

(p) The Issuer will not use the Proceeds of the Bonds to exploit the difference between tax-exempt and taxable interest rates to obtain a material financial advantage.

(q) The Issuer has not issued more Bonds, issued the Bonds earlier, or allowed the Bonds to remain outstanding longer than is reasonably necessary to accomplish the governmental purposes of the Bonds and in fact, the Bonds will not remain outstanding longer than 120% of the economic useful life of the assets financed with the Proceeds of the Bonds.

(r) The Bonds will not be Hedge Bonds as described in Section 149(g)(3) of the Code because the Issuer reasonably expects that it will meet the Expenditure test set forth in Section 2.5(b) hereof and that 50% or more of the Proceeds will not be invested in Nonpurpose Investments having a substantially guaranteed yield for four or more years.

Except for costs of issuance, all Sale Proceeds and investment earnings thereon will be expended for costs of the type that would be chargeable to capital accounts under the Code pursuant to federal income tax principles if the Issuer were treated as a corporation subject to federal income taxation.

Section 2.2 Receipts and Expenditures of Sale Proceeds

Sale Proceeds (par plus re-offering premium of \$636,219.50), less underwriter's discount of \$61,560.00, received at Closing are expected to be deposited and expended as follows:

(a) \$48,159.50 representing costs of issuing the Bonds will be used within six months of the Closing Date to pay the costs of issuance of the Bonds (with any excess remaining on deposit in the Project Fund); and

(b) \$7,366,500.00 will be deposited into the Project Fund and will be used together with earnings thereon to pay the costs of the Project and will not exceed the amount necessary to accomplish the governmental purposes of the Bonds.

Section 2.3 Purpose of Bonds

The Issuer is issuing the Bonds to pay the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes.

Section 2.4 Facts Supporting Tax-Exemption Classification

Governmental Bonds

Private Business Use/Private Security or Payment Tests

The Bonds are considered to be governmental bonds, not subject to the provisions of the alternate minimum tax. The Proceeds will be used for the purposes described in Section 2.3 hereof. These bonds are not private activity bonds because no amount of Proceeds of the Bonds is to be used in a trade or business carried on by a non-governmental unit. Rather, the Proceeds will be used to finance the general government operations and facilities of the Issuer described in Section 2.3 hereof. None of the payment of principal or interest on the Bonds will be derived from, or secured by, money or property used in a trade or business of a non-governmental unit. In addition, none of the governmental operations or facilities of the Issuer being financed with the Proceeds of the Bonds are subject to any lease, management contract or other similar arrangement or to any arrangement for use other than as by the general public.

Private Loan Financing Test

No amount of Proceeds of the Bonds is to be used directly or indirectly to make or finance loans to persons other than governmental units.

Section 2.5 Facts Supporting Temporary Periods for Proceeds

(a) Time Test. Not later than six months after the Closing Date, the Issuer will incur a substantial binding obligation to a third party to expend at least 5% of the net Sale Proceeds of the Bonds.

(b) Expenditure Test. Not less than 85% of the net Sale Proceeds will be expended for Project costs, including the reimbursement of other funds expended to date, within a three-year temporary period from the Closing Date.

(c) Due Diligence Test. Not later than six months after Closing, work on the Project will have commenced and will proceed with due diligence to completion.

(d) Proceeds of the Bonds representing less than six months accrued interest on the Bonds will be spent within six months of this date to pay interest on the Bonds, and will be invested without restriction as to yield for a temporary period not in excess of six months.

Section 2.6 Resolution Funds at Restricted or Unrestricted Yield

(a) Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer has not and does not expect to create or establish any other bond fund, reserve fund, or similar fund or account for the Bonds. The Issuer has not and will not pledge any moneys or Taxable Obligations in order to pay debt service on the Bonds or restrict the use of such moneys or Taxable Obligations so as to give reasonable assurances of their availability for such purposes.

(b) Any monies which are invested beyond a temporary period are expected to constitute less than a major portion of the Bonds or to be restricted for investment at a yield not greater than one-eighth of one percent above the Bond Yield.

(c) The Issuer has established and will use the Bond Fund primarily to achieve a proper matching of revenues and debt service within each Bond Year and the Issuer will apply moneys deposited into the Bond Fund to pay the principal of and interest on the Bonds. Such Fund will be depleted at least once each Bond Year except for a reasonable carryover amount. The carryover amount will not exceed the greater of (1) one year's earnings on the Bond Fund or (2) one-twelfth of Annual Debt Service. The Issuer will spend moneys deposited from time to time into such fund within 13 months after the date of deposit. Revenues, intended to be used to pay debt service on the Bonds, will be deposited into the Bond Fund as set forth in the Resolution. The Issuer will spend interest earned on moneys in such fund not more than 12 months after receipt. Accordingly, the Issuer will treat the Bond Fund as a bona fide debt service fund as defined in Regulation 1.148-1(b).

Investment of amounts on deposit in the Bond Fund will not be subject to arbitrage rebate requirements as the Bonds meet the safe harbor set forth in Regulation 1.148-3(k), because the average annual debt service on the Bonds will not exceed \$2,500,000, the Bonds meet the safe harbor set forth in Code Section 148(f)(A)(4)(ii)

because the Bonds are not private activity bonds, the average maturity of the issue (determined in accordance with Code Section 147(b)(2)(A)) is at least 5 years and the rates of interest on the bonds which are part of the issue do not vary during the term of the issue, and the Bonds are expected to meet one or more of the spending exemptions from rebate as provided in Section 3.3 hereof.

- (d) The Minor Portion of the Bonds will be invested without regard to yield.

Section 2.7 Pertaining to Yields

(a) The purchase price of all Taxable Obligations to which restrictions apply under this Certificate as to investment yield or rebate of Excess Earnings, if any, has been and shall be calculated using (i) the price taking into account discount, premium and accrued interest, as applicable, actually paid or (ii) the fair market value if less than the price actually paid and if such Taxable Obligations were not purchased directly from the United States Treasury. The Issuer will acquire all such Taxable Obligations directly from the United States Treasury or in an arm's length transaction without regard to any amounts paid to reduce the yield on such Taxable Obligations. The Issuer will not pay or permit the payment of any amounts (other than to the United States) to reduce the yield on any Taxable Obligations. Obligations pledged to the payment of debt service on the Bonds, or deposited into any reserve fund after they have been acquired by the Issuer will be treated as though they were acquired for their fair market value on the date of such pledge or deposit. Obligations on deposit in any reserve fund on the Closing Date shall be treated as if acquired for their fair market value on the Closing Date.

- (b) Qualified guarantees have not been used in computing yield.

(c) The Bond Yield has been computed as not less than 0.876787% percent. This Bond Yield has been computed on the basis of a purchase price for the Bonds equal to the Issue Price.

Section 2.8 Reimbursement Bonds

(a) Not later than 60 days after payment of Original Expenditures, the Issuer has adopted an Official Intent and has declared its intention to make a Reimbursement Allocation of Original Expenditures incurred in connection with Project Segment(s) from proceeds of the Reimbursement Bonds.

(b) The Reimbursement Allocation will occur on or before the later of (i) eighteen months after the Original Expenditures are paid or (ii) eighteen months after the first Project Segment is placed in service, but in no event more than three years after the Original Expenditures are paid.

(c) No other Reimbursement Allocation will be made except for Preliminary Expenditures.

(d) The Reimbursement Allocation has not been undertaken to avoid, in whole or in part, arbitrage yield restrictions or arbitrage rebate requirements and will not employ an abusive arbitrage device under Regulation 1.148-10.

(e) Within one year of the Closing Date, the Reimbursement Allocation will not be used in a manner that results in the creation of replacement proceeds, as defined in Regulation 1.148-1.

(f) For purposes of Section 2.8, the following terms shall have the meanings set forth below:

(1) "Official Intent" means a declaration of intent described under Regulation 1.150-2 to reimburse Original Expenditures with the proceeds of the Bonds.

(2) "Original Expenditure" means an expenditure for a governmental purpose that is originally paid from a source other than the Reimbursement Bonds.

(3) "Preliminary Expenditures", as defined in Regulation 1.150-2(f)(2), means architectural, engineering, surveying, soil tests, Reimbursement Bond issuance costs, and similar costs incurred prior to commencement of construction, rehabilitation or acquisition of a Project Segment which do not exceed 20% of the Issue Price of the portion of the Bonds that finances the Project Segment for which they were incurred.

(4) "Project Segment" means the costs, described in an Official Intent of the Issuer, incurred prior to the Closing Date to acquire, construct, or improve land, buildings or equipment excluding current operating expenses but including costs of issuing the Reimbursement Bonds.

(5) "Reimbursement Allocation" means written evidence of the use of Reimbursement Bond proceeds to reimburse a fund of the Issuer for Original Expenditures paid or advanced prior to the Closing Date and incurred in connection with a Project Segment.

(6) "Reimbursement Bonds" means the portion of the Bonds which are allocated to reimburse the Original Expenditures paid prior to the Closing Date and incurred in connection with a Project Segment.

ARTICLE III

REBATE

Section 3.1 Records

Sale Proceeds of the Bonds will be held and accounted for in the manner provided in the Resolution. The Issuer will maintain adequate records for funds created by the Resolution and

this Certificate including all deposits, withdrawals, transfers from, transfers to, investments, reinvestments, sales, purchases, redemptions, liquidations and use of money or obligations until six years after the Final Bond Retirement Date.

Section 3.2 Rebate Fund

(a) In the Resolution, the Issuer has covenanted to pay to the United States the Rebate Amount, an amount equal to the Excess Earnings on the Gross Proceeds Funds, if any, at the times and in the manner required or permitted and subject to stated special rules and allowable exceptions.

(b) The Issuer may establish a fund pursuant to the Resolution and this Certificate which is herein referred to as the Rebate Fund. The Issuer will invest and expend amounts on deposit in the Rebate Fund in accordance with this Certificate.

(c) Moneys in the Rebate Fund shall be held by the Issuer or its designee and, subject to Sections 3.4, 3.5 and 6.1 hereof, shall be held for future payment to the United States as contemplated under the provisions of this Certificate and shall not constitute part of the trust estate held for the benefit of the owners of the Bonds or the Issuer.

(d) The Issuer will pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States.

Section 3.3 Exceptions to Rebate

The Issuer reasonably expects that the Bonds are eligible for one or more exceptions from the arbitrage rebate rules set forth in the Regulations. If any Proceeds are ineligible, or become ineligible, for an exception to the arbitrage rebate rules, the Issuer will comply with the provisions of this Article III. A description of the applicable rebate exception(s) is as follows:

- Eighteen-Month Exception

The Gross Proceeds of the Bonds are expected to be expended for the governmental purposes for which the Bonds were issued in accordance with the following schedule:

- 1) 15 percent spent within six months of the Closing Date;
- 2) 60 percent spent within one year of the Closing Date;
- 3) 100 percent spent within eighteen months of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within 30 months of the Closing Date. For purposes of determining compliance with the six-month and twelve-month spending periods, the amount of investment earnings included shall be based on the Issuer's reasonable expectations that the average annual interest rate on investments will be not more than 2.0%. For purposes of determining compliance with the eighteen-month spending

period, the amount of investment earnings included shall be based on actual earnings. If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

- Election to Treat as Construction Bonds.

The Issuer reasonably expects that more than 75 percent of the "available construction proceeds" ("ACP") of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, will be used for construction expenditures. ACP includes the issue price of the issue plus the earnings on such issue. Not less than the following percentages of the ACP will be spent within the following periods:

- 1) 10 percent spent within six months of the Closing Date;
- 2) 45 percent spent within one year of the Closing Date;
- 3) 75 percent spent within eighteen months of the Closing Date;
- 4) 100 percent spent within two years of the Closing Date (subject to 5 percent retainage for not more than one year).

In any event, the Issuer expects that the 5% reasonable retainage will be spent within a three-year period beginning on the Closing Date. A failure to spend an amount that does not exceed the lesser of (i) 3% of the issue price or (ii) \$250,000, is disregarded if the Issuer exercises due diligence to complete the Project.

- Election with respect to future earnings

Pursuant to Section 1.148-7(f)(2) of the Regulations, the Issuer elects to use actual investment earnings of the ACP in determining compliance with the above schedule.

If the Issuer fails to meet the foregoing expenditure schedule, the Issuer shall comply with the arbitrage rebate requirements of the Code.

Section 3.4 Calculation of Rebate Amount

(a) As soon after each Computation Date as practicable, the Issuer shall, if necessary, calculate and determine the Excess Earnings on the Gross Proceeds Funds (the "Rebate Amount"). All calculations and determinations with respect to the Rebate Amount will be made on the basis of actual facts as of the Computation Date and reasonable expectations as to future events.

(b) If the Rebate Amount exceeds the amount currently on deposit in the Rebate Fund, the Issuer may deposit an amount in the Rebate Fund such that the balance in the Rebate Fund after such deposit equals the Rebate Amount. If the amount in the Rebate Fund exceeds the Rebate Amount, the Issuer may withdraw such excess amount provided that such withdrawal can be made from amounts originally transferred to the

Rebate Fund and not from earnings thereon, which may not be transferred, and only if such withdrawal may be made without liquidating investments at a loss.

Section 3.5 Rebate Requirements and the Bond Fund

It is expected that the Bond Fund described in the Resolution and Section 2.6(c) of this Certificate will be treated as a bona fide debt service fund as defined in Regulation 1.148-1(b). As such, any amount earned during a Bond Year on the Bond Fund and amounts earned on such amounts, if allocated to the Bond Fund, will not be taken into account in calculating the Rebate Amount for the reasons outlined in Section 2.6(c) hereof. However, should the Bond Fund cease to be treated as a bona fide debt service fund, the Bond Fund will become subject to the rebate requirements set forth in Section 3.4 hereof.

Section 3.6 Investment of the Rebate Fund

(a) Immediately upon a transfer to the Rebate Fund, the Issuer may invest all amounts in the Rebate Fund not already invested and held in the Rebate Fund, to the extent possible, in (1) SLGS, such investments to be made at a yield of not more than one-eighth of one percent above the Bond Yield, (2) Tax Exempt Obligations, (3) direct obligations of the United States or (4) certificates of deposit of any bank or savings and loan association. All investments in the Rebate Fund shall be made to mature not later than the next Rebate Payment Date.

(b) If the Issuer invests in SLGS, the Issuer shall file timely subscription forms for such securities (if required). To the extent possible, amounts received from maturing SLGS shall be reinvested immediately in zero yield SLGS maturing on or before the next Rebate Payment Date.

Section 3.7 Payment to the United States

(a) On each Rebate Payment Date, the Issuer will pay to the United States at least ninety percent (90%) of the Rebate Amount less a computation credit of \$1,000 per Bond Year for which the payment is made.

(b) The Issuer will pay to the United States not later than sixty (60) days after the Final Bond Retirement Date all the rebatable arbitrage as of such date and any income attributable to such rebatable arbitrage as described in Regulation 1.148-3(f)(2).

(c) If necessary, on each Rebate Payment Date, the Issuer will mail a check to the Internal Revenue Service Center, Ogden, UT 84201. Each payment shall be accompanied by a copy of Form 8038-T, Arbitrage Rebate, filed with respect to the Bonds or other information reporting form as is required to comply with the Code and applicable Regulations.

Section 3.8 Records

(a) The Issuer will keep and retain adequate records with respect to the Bonds, the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund until six years

after the Final Bond Retirement Date. Such records shall include descriptions of all calculations of amounts transferred to the Rebate Fund, if any, and descriptions of all calculations of amounts paid to the United States as required by this Certificate. Such records will also show all amounts earned on moneys invested in such funds, and the actual dates and amounts of all principal, interest and redemption premiums (if any) paid on the Bonds.

(b) Records relating to the investments in such Funds shall completely describe all transfers, deposits, disbursements and earnings including:

(1) a complete list of all investments and reinvestments of amounts in each such Fund including, if applicable, purchase price, purchase date, type of security, accrued interest paid, interest rate, dated date, principal amount, date of maturity, interest payment dates, date of liquidation, receipt upon liquidation, market value of such investment on the Final Bond Retirement Date if held by the Issuer on the Final Bond Retirement Date, and market value of the investment on the date pledged to the payment of the Bonds or the Closing Date if different from the purchase date.

(2) the amount and source of each payment to, and the amount, purpose and payee of each payment from, each such Fund.

Section 3.9 Additional Payments

The Issuer hereby agrees to pay to the United States from legally available money of the Issuer (whether or not such available money is on deposit in any fund or account related to the Bonds) any amount which is required to be paid to the United States, but which is not available in a fund related to the Bonds for transfer to the Rebate Fund or payment to the United States.

ARTICLE IV

INVESTMENT RESTRICTIONS

Section 4.1 Avoidance of Prohibited Payments

The Issuer will not enter into any transaction that reduces the amount required to be deposited into the Rebate Fund or paid to the United States because such transaction results in a smaller profit or a larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to either party. The Issuer will not invest or direct the investment of any funds in a manner which reduces an amount required to be paid to the United States because such transaction results in a small profit or larger loss than would have resulted if the transaction had been at arm's length and had the Bond Yield not been relevant to the Issuer. In particular, notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will not invest or direct the investment of any funds in a manner which would violate any provision of this Article IV.

Section 4.2 Market Price Requirement

(a) The Issuer will not purchase or direct the purchase of Taxable Obligations for more than the then available market price for such Taxable Obligations. The Issuer will not sell, liquidate or direct the sale or liquidation of Taxable Obligations for less than the then available market price.

(b) For purposes of this Certificate, United States Treasury obligations purchased directly from the United States Treasury will be deemed to be purchased at the market price.

Section 4.3 Investment in Certificates of Deposit

(a) Notwithstanding anything to the contrary contained herein or in the Resolution, the Issuer will invest or direct the investment of funds on deposit in the Reserve Fund, any other Gross Proceeds Fund, the Bond Fund, and the Rebate Fund, in a certificate of deposit of a bank or savings bank which is permitted by law and by the Resolution only if the purchase price of such a certificate of deposit is treated as its fair market value on the purchase date and if the yield on the certificate of deposit is not less than (1) the yield on reasonably comparable direct obligations of the United States; and (2) the highest yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

(b) The certificate of deposit described in paragraph 4.3(a) above must be executed by a dealer who maintains an active secondary market in comparable certificates of deposit and must be based on actual trades adjusted to reflect the size and term of that certificate of deposit and the stability and reputation of the bank or savings bank issuing the certificate of deposit.

Section 4.4 Investment Pursuant to Investment Contracts and Agreements

The Issuer will invest or direct the investment of funds on deposit in the Gross Proceeds Funds, the Bond Fund, and the Rebate Fund pursuant to an investment contract (including a repurchase agreement) only if all of the following requirements are satisfied:

(a) The Issuer makes a bona fide solicitation for the purchase of the investment. A bona fide solicitation is a solicitation that satisfies all of the following requirements:

(1) The bid specifications are in writing and are timely forwarded to potential providers.

(2) The bid specifications include all material terms of the bid. A term is material if it may directly or indirectly affect the yield or the cost of the investment.

(3) The bid specifications include a statement notifying potential providers that submission of a bid is a representation that the potential provider

did not consult with any other potential provider about its bid, that the bid was determined without regard to any other formal or informal agreement that the potential provider has with the issuer or any other person (whether or not in connection with the Bonds), and that the bid is not being submitted solely as a courtesy to the issuer or any other person for purposes of satisfying the requirements of paragraph (d)(6)(iii)(B)(1) or (2) of Section 1.148-5 of the Regulations.

(4) The terms of the bid specifications are commercially reasonable. A term is commercially reasonable if there is a legitimate business purpose for the term other than to increase the purchase price or reduce the yield of the investment.

(5) For purchases of guaranteed investment contracts only, the terms of the solicitation take into account the Issuer's reasonably expected deposit and drawdown schedule for the amounts to be invested.

(6) All potential providers have an equal opportunity to bid and no potential provider is given the opportunity to review other bids (i.e., a last look) before providing a bid.

(7) At least three reasonably competitive providers are solicited for bids. A reasonably competitive provider is a provider that has an established industry reputation as a competitive provider of the type of investments being purchased.

(b) The bids received by the Issuer meet all of the following requirements:

(1) The Issuer receives at least three bids from providers that the Issuer solicited under a bona fide solicitation meeting the requirements of paragraph (d)(6)(iii)(A) of Section 1.148-5 of the Regulations and that do not have a material financial interest in the issue. A lead underwriter in a negotiated underwriting transaction is deemed to have a material financial interest in the issue until 15 days after the issue date of the issue. In addition, any entity acting as a financial advisor with respect to the purchase of the investment at the time the bid specifications are forwarded to potential providers has a material financial interest in the issue. A provider that is a related party to a provider that has a material financial interest in the issue is deemed to have a material financial interest in the issue.

(2) At least one of the three bids described in paragraph (d)(6)(iii)(B)(1) of Section 1.148-5 of the Regulations is from a reasonably competitive provider, within the meaning of paragraph (d)(6)(iii)(A)(7) of Section 1.148-5 of the Regulations.

(3) If the Issuer uses an agent to conduct the bidding process, the agent did not bid to provide the investment.

(c) The winning bid meets the following requirements:

(1) Guaranteed investment contracts. If the investment is a guaranteed investment contract, the winning bid is the highest yielding bona fide bid (determined net of any broker's fees).

(2) Other investments. If the investment is not a guaranteed investment contract, the winning bid is the lowest cost bona fide bid (including any broker's fees).

(d) The provider of the investments or the obligor on the guaranteed investment contract certifies the administrative costs that it pays (or expects to pay, if any) to third parties in connection with supplying the investment.

(e) The Issuer will retain the following records with the bond documents until three years after the last outstanding bond is redeemed:

(1) For purchases of guaranteed investment contracts, a copy of the contract, and for purchases of investments other than guaranteed investment contracts, the purchase agreement or confirmation.

(2) The receipt or other record of the amount actually paid by the Issuer for the investments, including a record of any administrative costs paid by the Issuer, and the certification under paragraph (d)(6)(iii)(D) of Section 1.148-5 of the Regulations.

(3) For each bid that is submitted, the name of the person and entity submitting the bid, the time and date of the bid, and the bid results.

(4) The bid solicitation form and, if the terms of the purchase agreement or the guaranteed investment contract deviated from the bid solicitation form or a submitted bid is modified, a brief statement explaining the deviation and stating the purpose for the deviation.

(5) For purchases of investments other than guaranteed investment contracts, the cost of the most efficient portfolio of State and Local Government Series Securities, determined at the time that the bids were required to be submitted pursuant to the terms of the bid specifications.

Section 4.5 Records

The Issuer will maintain records of all purchases, sales, liquidations, investments, reinvestments, redemptions, disbursements, deposits, and transfers of amounts on deposit.

Section 4.6 Investments to be Legal

All investments required to be made pursuant to this Certificate shall be made to the extent permitted by law. In the event that any such investment is determined to be ultra vires, it

shall be liquidated and the proceeds thereof shall be invested in a legal investment, provided that prior to reinvesting such proceeds, the Issuer shall obtain an opinion of Bond Counsel to the effect that such reinvestment will not cause the Bonds to become arbitrage bonds under Sections 103, 148, 149, or any other applicable provision of the Code.

ARTICLE V

GENERAL COVENANTS

The Issuer hereby covenants to perform all acts within its power necessary to ensure that the reasonable expectations set forth in Article II hereof will be realized. The Issuer reasonably expects to comply with all covenants contained in this Certificate.

ARTICLE VI

AMENDMENTS AND ADDITIONAL AGREEMENTS

Section 6.1 Opinion of Bond Counsel; Amendments

The various provisions of this Certificate need not be observed and this Certificate may be amended or supplemented at any time by the Issuer if the Issuer receives an opinion or opinions of Bond Counsel that the failure to comply with such provisions will not cause any of the Bonds to become "arbitrage bonds" under the Code and that the terms of such amendment or supplement will not cause any of the Bonds to become "arbitrage bonds" under the Code, or otherwise cause interest on any of the Bonds to become includable in gross income for federal income tax purposes.

Section 6.2 Additional Covenants, Agreements

The Issuer hereby covenants to make, execute and enter into (and to take such actions, if any, as may be necessary to enable it to do so) such agreements as may be necessary to comply with any changes in law or regulations in order to preserve the tax-exempt status of the Bonds to the extent that it may lawfully do so. The Issuer further covenants (1) to impose such limitations on the investment or use of moneys or investments related to the Bonds, (2) to make such payments to the United States Treasury, (3) to maintain such records, (4) to perform such calculations, and (5) to perform such other lawful acts as may be necessary to preserve the tax-exempt status of the Bonds.

Section 6.3 Internal Revenue Service Audits

The Internal Revenue Service has not audited the Issuer regarding any obligations issued by or on behalf of the Issuer. To the best knowledge of the Issuer, no such obligations of the Issuer are currently under examination by the Internal Revenue Service.

Section 6.4 Amendments

Except as otherwise provided in Section 6.1 hereof, all the rights, powers, duties and obligations of the Issuer shall be irrevocable and binding upon the Issuer and shall not be subject to amendment or modification by the Issuer.

ARTICLE VII

QUALIFIED TAX EXEMPT OBLIGATIONS

The Issuer, a "qualified small issuer," designates the Bonds as "qualified tax exempt obligations" as defined in Code Section 265(b)(3) and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations (including for this purpose tax exempt installment sales, lease or lease purchase agreements or other tax exempt obligations) which will be issued during the current calendar year will not exceed ten million dollars (\$10,000,000).

In support of the foregoing, the Issuer states:

(a) In the current calendar year the Issuer has issued governmental or qualified 501(c)(3) obligations as follows:

\$6,840,000 General Obligation Capital Loan Notes, Series 2021 (Issue covered by this Certificate)

(b) The Issuer expects to issue during the remainder of the calendar year governmental or qualified 501(c)(3) obligations as follows:

NONE¹

(c) The Issuer has subordinate entities or is subordinate to another entity governed by separate governing bodies which have issued or expect to issue governmental or qualified 501(c)(3) obligations on behalf of the Issuer during the calendar year which must be aggregated under Code Section 265(b)(3)(E) as follows:

NONE

(d) The Issuer is a member of or affiliated with one or more organizations (such as an Iowa Code Chapter 28E or 28F organization or other multimember body under which more than one governmental entity receives benefits) governed by a separate governing body which has or expects to issue governmental or qualified 501(c)(3) obligations during the calendar year all or a portion of which are allocable to the Issuer under Code Section 265(b)(3)(C)(iii) as follows:

¹ The Issuer will close on its \$16,345,000 Taxable General Obligation Capital Loan Notes, Series 2021 through the SRF Program with the Iowa Finance Authority on September 24, 2021. The SRF Loan being taxable does not impact the status of the Bonds.

NONE

IN WITNESS WHEREOF, the Issuer has caused this Certificate to be executed by its duly authorized officer, all as of the day first above written.

Chief Financial Officer, City of Indianola, State
of Iowa

(SEAL)

EXHIBIT "A"

EXHIBIT "B"

CONSTRUCTION ISSUE CERTIFICATION

I, the undersigned, do hereby certify that I am the CFO of the City of Indianola, Iowa. I acknowledge that this Certificate is given as the basis for certain representations made in the Tax Exemption Certificate delivered by the City of Indianola, State of Iowa (the "Issuer"), as of the date hereof, in connection with the issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, of the Issuer (the "Bonds").

The Issuer has elected to satisfy the requirements of Code Section 148(f)(4)(C)(iv)(I) based upon its reasonable expectations that more than 75% of the "available construction proceeds" of the Bonds, as defined in Section 148(f)(4)(C)(vi) of the Code, are to be used for construction expenditures with respect to property to be owned by the Issuer as a governmental unit.

Construction expenditures means capital expenditures, as defined in Regulation 1.150-1(b), that, on or before the date the property financed by the expenditures is placed in service, as defined in Regulation 1.150-2(c), will be properly chargeable to or may be capitalized as part of the basis of (1) real property, other than expenditures for the acquisition of any interest in land or real property other than land, (2) constructed personal property as defined in Regulation 1.148-7(g)(3), or (3) specially developed computer software as defined in Regulation 1.148-7(g)(4), that is functionally related and subordinate to real property or constructed personal property.

As of the date of issue of the Bonds, it is my opinion that at least 75% of the available construction proceeds of the Issue will be used for construction expenditures as defined above.

IN WITNESS WHEREOF, I hereunto affix my official signature this 23rd day of September, 2021.

INDIANOLA, IOWA

By: _____

Title: CFO

AUTHENTICATION ORDER

The undersigned City Treasurer of the City of Indianola, State of Iowa (the "Issuer"), pursuant to a resolution of the City Council of the City of Indianola, authorizing the execution of a loan agreement and the issuance and delivery of the Notes, acting for and on behalf of the Issuer, hereby deliver to BOKF, N.A. (the "Registrar") \$6,840,000 aggregate principal amount of Issuer's General Obligation Capital Loan Notes, Series 2021, dated September 23, 2021 in fully registered form, bearing interest, maturing and conforming to the specifications set forth in the Resolution (the "Notes").

Each Note has been executed on behalf of the Issuer with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk. The signatures are hereby ratified, affirmed and adopted.

The seal of the Issuer is printed or impressed thereon.

The Registrar is hereby requested to authenticate the Notes and to complete the records with respect to registration as provided in the Note Resolution and the instructions of the Original Purchaser as to designation of owners of the Notes.

Upon such authentication, the Registrar is authorized to deliver the Notes on behalf of Issuer to the Original Purchaser, D.A. Davidson & Co., or their registered assigns, upon receipt of payment therefor in immediately available funds of the agreed purchase price plus accrued interest to the date of delivery as shown on Exhibit A attached hereto and incorporated herein, subject to the receipt at closing of the opinion of bond counsel. The Original Purchaser shall deposit the monies to the account of Issuer as designated in Exhibit A.

The acknowledgment of receipt of the Notes by the Original Purchasers, or registered assigns, shall be evidenced by separate signed receipts or certificates.

Dated: this _____ day of _____, 2021

(SEAL)

City Treasurer

EXHIBIT A

Closing Amounts

Deposit of Funds Instructions

(See attached closing letter of the Financial Consultant)

PAYING AGENT; NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT

This Agreement is entered into the date hereof between BOKF, N.A. ("Agent" or "Paying Agent") and the City of Indianola, State of Iowa ("Issuer").

1. Definition of Terms. The terms "item", "receipt", "transfer", "turnaround", "process", "business day", and other terms used throughout this Agreement shall be deemed to have the meanings provided in Rules 17Ad-1 and 17Ad-2 of the Regulations promulgated pursuant to the Securities Exchange Act of 1934 and Section 76.10(4) of the Code of Iowa, as amended and in effect from time to time.

2. Note Resolution Incorporated by Reference. Agent agrees to act on behalf of Issuer pursuant to the terms of this Agreement and pursuant to the Resolution Authorizing and Providing for the Execution of a Loan Agreement and the Issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, dated September 23, 2021 (the "Obligations"). The Resolution and the terms thereof are hereby incorporated by reference and the provisions of this Agreement are to be construed to be consistent with the Resolution. The Resolution defines among other items lost, stolen and mutilated Notes and manner of notice to parties. In the event of inconsistent language between the Resolution and this Agreement, the terms of the Resolution shall prevail.

3. Registrar Function. Agent shall maintain records of the identity of the owners of the Obligations in order to carry out its function as Registrar and upon request of Issuer shall from time to time deliver to Issuer records, documents and other writings made or accumulated in the performance of its duties as Registrar. In such capacity Agent is authorized at any time to register for original issue certificates representing the Obligations and not exceeding the total principal amount of the Obligations ("certificates") and upon surrender for cancellation of certificates to register new certificates for the principal amount of Obligations represented by the certificates so canceled and to redeliver such new certificates.

4. Transfer Agent Function. For the purpose of the original issue of certificates Agent is hereby directed to record and authenticate certificates signed by or bearing the facsimile signatures of the officers of Issuer authorized to sign certificates, in such names and in such amounts as Issuer may direct.

Agent shall make transfers, from time to time upon the records of Issuer of any outstanding certificates and of certificates issued in exchange therefor signed by the officers of Issuer upon surrender thereof for transfer properly endorsed and upon reasonable assurance that such endorsements are genuine and effective in accordance with Section 554.8401, Code of Iowa. Upon request for cancellation of such certificates Agent shall record and authenticate new certificates duly signed and deliver such certificates to or upon the order of the person entitled thereto.

Agent shall furnish to each owner, at Issuer's expense, one certificate for each annual maturity. Agent shall furnish additional certificates of lesser denomination to an owner who so requests.

Certified specimen signatures of the officers of Issuer and certified specimen certificates in the form duly approved by Issuer shall be lodged with Agent and upon request of Agent the Issuer will deliver to the Agent a sufficient supply of certificates in the form approved.

5. Paying Agent Function. Agent is hereby authorized and shall make payments of principal and interest to the registered holders of the Obligations as follows:

- a) At least three business days prior to each payment date Issuer will deposit with the Agent in immediately available funds such amount as is required to make such payment.
- b) One business day before each payment date Agent will pay interest and, upon presentation and surrender of the matured or called Obligations, will pay principal to each registered owner of the Obligations as of the record date by mailing a check to each such owner. In any case where the date of maturity of interest on or principal of the Obligations or the date fixed for redemption of any Obligations shall be a Sunday or a legal holiday or a day on which the banking institutions are authorized by law to close, then payment of interest or principal may be made on the succeeding business day with the same force and effect as if made on the date of maturity or the date fixed for redemption. Provided, however, that payment of principal shall be made not later than the second day after receipt of the matured Obligation.
- c) When the Agent shall receive notice from Issuer of its option to redeem Obligations prior to maturity, the Agent shall select the Obligations to be redeemed and give notice of the redemption thereof, all in accordance with the terms of the Obligations and the Resolution.

6. Form of Records. The records of Agent shall be in such form as to be in compliance with standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986 and Chapter 76 of the Code of Iowa.

7. Confidentiality of Records. Agent's records in connection with the Obligations shall remain confidential records entitled to protection and confidentiality pursuant to Section 22.7(17), Code of Iowa. Agent agrees that its use of the records will be limited to the purposes of this Agreement and that Agent will make no private use or permit any private access thereto.

8. Reliance Upon Certain Certifications and Representations. Agent may rely conclusively and act, without further investigation, upon any list, instruction, certification, authorization, certificate or other instrument or paper suitably guaranteed and believed by it in good faith and due diligence in performing its functions to be genuine and to have been signed, countersigned or executed by any duly authorized person or persons or upon the instruction of any authorized officer of Issuer or upon the advice of Issuer's counsel; and may register any certificate representing the Obligations or may refuse to register any such certificate if in good faith Agent deems such refusal necessary in order to avoid any liability on the part of either Issuer or Agent, and Issuer agrees to indemnify and hold harmless the Agent from and against any and all losses, costs, claims and liability for so relying or acting or refusing to act.

9. Rules and Regulations Governing Registration. Agent shall comply at all times with such rules, regulations, and requirements as may govern the registration, transfer and payment of registered Obligations including without limitation Chapters 76, 384, and Section 554.8101 et seq. Code of Iowa and standards issued from time to time by the Municipal Securities Rulemaking Board of the United States and any other securities industry standard and the requirements of the Internal Revenue Code of 1986.

10. Signature of Officers. In case any of the officers of Issuer whose manual or facsimile signature appear on any certificate, bond or other record delivered to the Agent shall cease to be such officer prior to the registration, processing or transfer thereof, the Agent may nevertheless process such documents as though the person signing the same or whose facsimile signature appears thereon had not ceased to be such officer unless written instruction of the Issuer to the contrary is received.

11. Record Date. For purposes of determining the registered owners of the Obligations, the record date shall be deemed to be the fifteenth day of the month preceding the date on which payment of principal, premium, if any, or interest is payable to the registered owners of the Obligations ("payment date") whether such payment is due to optional redemption, operation of a sinking fund, or for any other reason.

12. Three Days Turnaround. Agent agrees that it will turnaround within three business days of receipt all items received in proper form for transfer, process or other action pursuant to the terms of this Agreement.

13. Delivery of Obligations. Agent will promptly cancel and deliver to Issuer all Obligations or certificates representing the Obligations surrendered to it upon payment of the principal, premium, if any, and interest owing on such Obligations.

14. Payment of Unclaimed Amounts. In the event any payment check representing payment of interest or principal on the Obligations is returned to the Paying Agent or is not presented for payment, or if any Obligation is not presented for payment of principal or premium, if any, at the maturity or redemption date, if funds sufficient to pay such interest on Obligations shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such Obligations shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Obligations who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Agreement or on, or with respect to, such interest or Obligations. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent, shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Agreement by the Owners of such interest or Obligations of whatever nature shall be made upon the Issuer.

15. No Obligation to Invest. Agent will have no obligation to invest any funds in its possession.

16. Compensation of Agent. The Issuer will pay Agent reasonable compensation for its services, based upon the schedule of fees attached or such other schedule of fees as may be agreed upon from time to time between Agent and Issuer. Agent's compensation may include the amount of any attorney fees incurred by it under Section 17 hereof.

17. Bond Counsel. When Agent deems it necessary or reasonable it may apply to bond counsel for the Issuer, or such other law firm or attorney approved by Issuer for instructions or advice.

18. Termination of Agreement. This Agreement may be terminated by either party by giving the other party at least 90 days advance written notice. At termination of the Agreement, Agent shall deliver to Issuer any and all records, documents or other writings made or accumulated in the performance of its duties under this Agreement and shall refund the unearned balance, if any, of fees paid in advance by Issuer.

19. Examination of Records. Issuer or its duly authorized agents may examine all records relating to the Obligations at the principal office of the Agent at reasonable times as agreed upon with the Agent and such records shall be subject to audit from time to time at the request of Issuer or Agent. The Agent, on request, will furnish Issuer with a list of the names, addresses, and other information concerning the owners of the Obligations or any of them.

20. Obligations, Rights and Privileges of Agent. Agent shall have, with regard to the particular functions it performs, the same obligation to the holder or owner of the Obligations and shall have the same rights and privileges as the Issuer has in regard to those functions.

Dated this 23rd day of September, 2021.

CITY OF INDIANOLA,
STATE OF IOWA, ISSUER

By: _____
Mayor

ATTEST:

By: _____
City Clerk

BOKF, N.A., AGENT

By: _____

ATTEST:

By: _____

(Title)

(Title)

SCHEDULE A

Fee Schedule

01925988-1\13538-163

TRANSCRIPT CERTIFICATE

I, the undersigned, being first duly sworn, do hereby depose and certify that I am the duly appointed, qualified and acting City Clerk of the City of Indianola, State of Iowa, and that as such Clerk I have in my possession or have access to the complete corporate records of the City and of its Council and officials, and that I have carefully compared the transcript hereto attached with the aforesaid corporate records and that the transcript hereto attached is a true and complete copy of all the corporate records in relation to the authorization, issuance and disposition of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, of the City dated September 23, 2021, and that the transcript hereto attached contains a true and complete statement of all the measures adopted and proceedings, acts and things had, done and performed up to the present time, in relation to the authorization, issuance and disposition of the Notes, and that the City Council consists of a Mayor and six (6) Council Members, and that the offices were duly and lawfully filled by the individuals listed in the attached transcript as of the dates and times referred to therein.

I further certify that the City is and throughout the period of such proceedings has been governed under the Mayor/Council form of municipal government authorized by Chapter 372, Code of Iowa, under the provisions of its charter as recorded with the Secretary of State.

I further certify that according to the records in my office, the named members of the Council were duly and regularly elected to such office, and were, during all of the year 2021, and now are, the legally elected, constituted and acting City Council of the City.

I further certify that no litigation is pending, prayed or threatened affecting the validity of the Notes hereinabove referred to, nor affecting the title of any of the City officers and Council Members to their official positions.

I further certify that all meetings of the City Council of the City at which action was taken in connection with the Notes were open to the public at all times in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and was duly given at least twenty-four hours prior to the commencement of the meeting by notification of the communications media having requested such notice and posted on a bulletin board or other prominent place designated for the purpose and easily accessible to the public at the principal office of the Council all pursuant to the provisions and in accordance with the conditions of the local rules of the Council and Chapter 21, Code of Iowa.

I further certify that no City officer or employee has any interest in the contract for the sale of the Notes or any matter incidental thereto, according to my best knowledge and belief.

WITNESS my hand and the seal of the City hereto attached this _____ day of _____, 2021, at Indianola, Iowa.

City Clerk, City of Indianola, State of Iowa

(SEAL)

Finally, the below stated officers whose signatures appear hereafter are now the duly qualified and acting officials of the City, possessed of the offices as designated below, to-wit:

Mayor:

Pam Pepper

(Original Signature)

Clerk/Chief Financial Officer:

Andrew J. Lent

(Original Signature)

City Treasurer:

Doug Shull

(Original Signature)

STATE OF IOWA

)

) SS

COUNTY OF WARREN

)

Subscribed and sworn to before me by Pam Pepper Andrew J. Lent and Doug Shull on this _____ day of _____, 2021.

Notary Public in and for Warren County,
Iowa

(SEAL)

01925979-1\13538-163

LOAN AGREEMENT

This Loan Agreement is entered into as of the 23rd day of September, 2021, by and between the City of Indianola, State of Iowa (the "City") acting through its City Council (the "Council") and D.A. Davidson & Co. of Des Moines, Iowa (the "Lender"). The parties agree as follows:

1. The Lender shall loan to the City the sum of \$7,414,659.50 and the City's obligation to repay hereunder shall be evidenced by the issuance of General Obligation Capital Loan Notes, Series 2021, in the aggregate principal amount of \$6,840,000 (the "Notes").

2. The loan proceeds shall be used to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes (the "Project"). Any remaining loan proceeds, including accrued interest, if any, shall be deposited in the Note Fund (defined in the Resolution hereinafter referred to) and shall be held therein and used, along with other amounts therein, to pay interest on the Notes on June 1, 2022.

3. The City agrees to repay the loan and interest thereon as hereinafter provided. The Notes, in substantially the form set forth in the Resolution hereinafter referred to, shall be executed and delivered to the Lender to evidence the City's obligation to repay the amounts payable hereunder. The Notes shall be dated September 23, 2021, shall bear interest payable June 1, 2022, and semiannually thereafter on the first day of June and December in each year at the respective rates and shall mature in principal amounts in each of the respective years, as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$180,000	3.000%	2022
\$195,000	3.000%	2023
\$510,000	3.000%	2024
\$610,000	3.000%	2025
\$825,000	4.000%	2026
\$855,000	3.000%	2027
\$880,000	4.000%	2028
\$915,000	2.000%	2029
\$930,000	1.125%	2030
\$940,000	2.000%	2031

4. The Council has adopted a Resolution (the "Resolution") authorizing and approving the form of this Loan Agreement and providing for the issuance and securing the payment of the Notes and establishing the terms thereof, and the Resolution is incorporated herein by reference, and the parties agree to abide by the terms and provisions of the Resolution. The Notes and the interest thereon shall be payable from the levy of a sufficient continuing annual tax on all the taxable property within the territory of the City and provision has been made in the Resolution for the levy and collection of such tax.

5. The City may borrow additional money, issue general obligation bonds or enter into other loan agreements and issue additional Notes which are at the time of their issuance on a parity and equality of rank with the Notes with respect to the lien and claim of such collection of taxes thereof provided that the total indebtedness of the City including this Loan Agreement and Notes issued hereunder does not exceed the Constitutional or statutory limitations.

6. The Lender is acquiring the Notes with the intent of making offers and sales of the Notes to the public. The Lender agrees to comply with all federal and state securities laws and the rules and regulations of the Securities and Exchange Commission and the Municipal Securities Rulemaking Board, including but not limited to Rules 15c2-12 and 10b-5, in making offers and sales of the Notes to the public. When the Official Statement is in a form acceptable to the City, the City agrees to "deem final" the Official Statement for purposes of Rule 15c2-12 and to provide the Lender with a certification with respect thereto.

7. The Lender and the City represent and agree that no financial advisory relationship as defined by Rule G-23 of the Municipal Securities Rulemaking Board has existed between them with respect to this Loan Agreement or presently exists between them with respect to other similar matters and that no employee of the Lender is an employee or official of the City.

8. This Loan Agreement is executed pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, as amended, and shall be read and construed as conforming to all provisions and requirements thereof.

9. The City and the Lender agree this Agreement and all documents related thereto and referenced herein may be entered into and provided for pursuant to and in accordance with Chapter 554D of the Code of Iowa (providing for electronic execution).

IN WITNESS WHEREOF, we have hereunto affixed our signatures all as of the date first above written.

CITY OF INDIANOLA, STATE OF IOWA
(City)

By: _____
Mayor

ATTEST:

By: _____
City Clerk

(SEAL)

D.A. DAVIDSON & CO. (Lender)

By: _____
(Signature)

(Name)

(Title)

01926002-1\13538-163

DELIVERY CERTIFICATE

We the undersigned City Officials, do hereby certify that we are the officers, respectively below indicated, of a municipal corporation in the State of Iowa, known as the City of Indianola, State of Iowa; that in pursuance of the provisions of Sections 384.24A and 384.25, Code of Iowa, there have been heretofore lawfully authorized and this day by us lawfully executed, issued, caused to be registered, authenticated and delivered fully registered General Obligation Capital Loan Notes, Series 2021, of the City of Indianola, State of Iowa, in the amount of \$6,840,000, dated September 23, 2021, bearing interest and maturing as follows:

<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Maturity June 1st</u>
\$180,000	3.000%	2022
\$195,000	3.000%	2023
\$510,000	3.000%	2024
\$610,000	3.000%	2025
\$825,000	4.000%	2026
\$855,000	3.000%	2027
\$880,000	4.000%	2028
\$915,000	2.000%	2029
\$930,000	1.125%	2030
\$940,000	2.000%	2031

Each of the Notes has been executed with the manual or facsimile signature of the Mayor and the manual or facsimile signature of the City Clerk of the City.

The Notes have been delivered to DTC on behalf of:

D.A. Davidson & Co. of Des Moines, Iowa

and have been paid for in accordance with the terms of the contract of sale and at a price of \$7,414,659.50, and accrued interest.

We further certify that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City, or the titles of the undersigned City officers to their respective positions, or the validity of the Notes, or the power and duty of the City to provide and apply adequate taxes for the full and prompt payment of the principal and interest of the Notes, and that no measure or provision for the authorization or issuance of the Notes has been repealed or rescinded.

We further certify that due provision has been made for the collection of sufficient taxes to meet all payments coming due, whether of principal or of interest on the Note Issue; that all payments coming due before the next collection of the tax provided for as aforesaid will be paid promptly when due from cash on hand; and that the proceedings authorizing the issuance and

delivery of the Notes remain in full force and effect and have not been withdrawn, amended or rescinded.

To the best of our knowledge, information and belief, we further certify that the Official Statement dated August 16, 2021, as of its date and the date hereof, did not and does not contain any untrue statement of material fact or omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

We further certify that each of the officers whose signatures appear on the Notes were in occupancy and possession of their respective offices at the time the Notes were executed and do hereby adopt and affirm their signatures appearing in the Notes.

We further certify that the present financial condition of the Note is as follows:

Assessed and taxable value of all taxable property within the City, except moneys and credits and tax free lands (Fiscal Year 2021/22), according to the last completed State and County tax lists (100% - Before Rollback)	\$1,066,402,873
---	-----------------

Total general obligation bonded indebtedness of the City, <u>including this issue</u>	\$19,545,000
---	--------------

All other general obligation indebtedness, (including warrants, judgments, contracts of purchase or lease/purchase, self-insurance or local government risk pool obligations, loan agreements, and revenue bonds issued under Code Section 403.9), of the City of any kind	\$50,749 (IEDA Guarantee)
--	---------------------------

IN WITNESS WHEREOF, we have hereunto affixed our hands at the City of Indianola, State of Iowa, this 23rd day of September, 2021.

Mayor

City Clerk

City Treasurer

(CITY SEAL)

COUNTY AUDITOR'S CERTIFICATE

I, _____, County Auditor of Warren County, State of Iowa, hereby certify that on the _____ day of _____, 2021 there was filed in my office the Resolution of the City Council of the City of Indianola, State of Iowa, adopted on the 7th day of September, 2021, such Resolution amending the levy of taxes for the purpose of paying principal and interest on \$6,840,000 of General Obligation Capital Loan Notes, Series 2021, dated September 23, 2021 and authorizing the execution of a Loan Agreement and authorizing the issuance of the Notes.

(COUNTY SEAL)

County Auditor of Warren County, State of
Iowa

01925986-1\13538-163

Information Return for Tax-Exempt Governmental Bonds

► Under Internal Revenue Code section 149(e)

► See separate instructions.

Caution: If the issue price is under \$100,000, use Form 8038-GC.► Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting AuthorityIf Amended Return, check here ☐

1 Issuer's name City of Indianola, Iowa		2 Issuer's employer identification number (EIN) 42-6004797
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 110 North 1st Street, P.O. Box 299	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Indianola, Iowa 50125-0299		7 Date of issue 09/23/2021
8 Name of issue \$6,840,000 General Obligation Capital Loan Notes, Series 2021		9 CUSIP number 455560 RB0
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ryan Waller, City Manager		10b Telephone number of officer or other employee shown on 10a 515-961-9410

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.

11 Education	11		
12 Health and hospital	12		
13 Transportation	13	7,476,219	50
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19a If bonds are TANs or RANs, check only box 19a ☐			
b If bonds are BANs, check only box 19b ☐			
20 If bonds are in the form of a lease or installment sale, check box ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	06/01/2031	\$ 7,476,219.50	\$ 6,840,000.00	6.234 years	0.876787 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)

22 Proceeds used for accrued interest	22	-0-	
23 Issue price of entire issue (enter amount from line 21, column (b))	23	7,476,219	50
24 Proceeds used for bond issuance costs (including underwriters' discount)	24	108,610	00
25 Proceeds used for credit enhancement	25	-0-	
26 Proceeds allocated to reasonably required reserve or replacement fund	26	-0-	
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27	-0-	
28 Proceeds used to refund prior taxable bonds. Complete Part V	28	-0-	
29 Total (add lines 24 through 28)	29	108,610	
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30	7,367,609	50

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	NA	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	NA	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)		
34 Enter the date(s) the refunded bonds were issued (MM/DD/YYYY)		

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

Part VI Miscellaneous

35	Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35	
36a	Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions	36a	
b	Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____		
c	Enter the name of the GIC provider ► _____		
37	Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37	
38a	If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:		
b	Enter the date of the master pool bond ► (MM/DD/YYYY) _____		
c	Enter the EIN of the issuer of the master pool bond ► _____		
d	Enter the name of the issuer of the master pool bond ► _____		
39	If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box	►	☒
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box	►	☐
41a	If the issuer has identified a hedge, check here ► ☐ and enter the following information:		
b	Name of hedge provider ► _____		
c	Type of hedge ► _____		
d	Term of hedge ► _____		
42	If the issuer has superintegrated the hedge, check box	►	☐
43	If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box	►	☒
44	If the issuer has established written procedures to monitor the requirements of section 148, check box	►	☒
45a	If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____		
b	Enter the date the official intent was adopted ► (MM/DD/YYYY) _____		

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Signature of issuer's authorized representative _____ Date _____	Signature of Ryan Waller, City Manager _____ Type or print name and title
---	---

Paid Preparer Use Only

Print/Type preparer's name J. Eric Boehlert	Preparer's signature	Date	Check ☐ if self-employed	PTIN P01077288
Firm's name ► Ahlers & Cooney, P.C.			Firm's EIN ► 42-1323559	
Firm's address ► 100 Court Ave., Ste, 600, Des Moines, Iowa 50309			Phone no. 515-243-7611	

Form **8038-G** (Rev. 9-2018)

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by the City of Indianola, State of Iowa (the "Issuer"), in connection with the issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021 (the "Notes") dated September 23, 2021. The Notes are being issued pursuant to a Resolution of the Issuer approved on September 7, 2021 (the "Resolution"). The Issuer covenants and agrees as follows:

Section 1. Purpose of the Disclosure Certificate; Interpretation. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the Holders and Beneficial Owners of the Notes and in order to assist the Participating Underwriters in complying with S.E.C. Rule 15c2-12(b)(5). This Disclosure Certificate shall be governed by, construed and interpreted in accordance with the Rule, and, to the extent not in conflict with the Rule, the laws of the State. Nothing herein shall be interpreted to require more than required by the Rule.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Financial Information" shall mean financial information or operating data of the type included in the final Official Statement, provided at least annually by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"Beneficial Owner" shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Notes (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

"Business Day" shall mean a day other than a Saturday or a Sunday or a day on which banks in Iowa are authorized or required by law to close.

"Dissemination Agent" shall mean the Issuer or any Dissemination Agent designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

"Financial Obligation" shall mean a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with S.E.C. Rule 15c2-12.

"Holders" shall mean the registered holders of the Notes, as recorded in the registration books of the Registrar.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"Municipal Securities Rulemaking Board" or "MSRB" shall mean the Municipal Securities Rulemaking Board, 1300 I Street NW, Suite 1000, Washington, DC 20005.

"National Repository" shall mean the MSRB's Electronic Municipal Market Access website, a/k/a "EMMA" (emma.msrb.org).

"Official Statement" shall mean the Issuer's Official Statement for the Notes, dated _____, 2021.

"Participating Underwriter" shall mean any of the original underwriters of the Notes required to comply with the Rule in connection with offering of the Notes.

"Rule" shall mean Rule 15c2-12 adopted by the Securities and Exchange Commission (S.E.C.) under the Securities Exchange Act of 1934, and any guidance and procedures thereunder published by the S.E.C., as the same may be amended from time to time.

"State" shall mean the State of Iowa.

Section 3. Provision of Annual Financial Information.

a) The Issuer shall, or shall cause the Dissemination Agent to, not later than two hundred seventy (270) days after the end of the Issuer's fiscal year (presently June 30th), commencing with information for the 2020/2021 fiscal year, provide to the National Repository an Annual Financial Information filing consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Financial Information filing must be submitted in such format as is required by the MSRB (currently in "searchable PDF" format). The Annual Financial Information filing may be submitted as a single document or as separate documents comprising a package. The Annual Financial Information filing may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Financial Information filing and later than the date required above for the filing of the Annual Financial Information if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(c).

b) If the Issuer is unable to provide to the National Repository the Annual Financial Information by the date required in subsection (a), the Issuer shall send a notice to the Municipal Securities Rulemaking Board, if any, in substantially the form attached as Exhibit A.

c) The Dissemination Agent shall:

i. each year file Annual Financial Information with the National Repository; and

ii. (if the Dissemination Agent is other than the Issuer), file a report with the Issuer certifying that the Annual Financial Information has been filed pursuant to this Disclosure Certificate, stating the date it was filed.

Section 4. Content of Annual Financial Information. The Issuer's Annual Financial Information filing shall contain or incorporate by reference the following:

a) The last available audited financial statements of the Issuer for the prior fiscal year, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under State law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with generally accepted accounting principles, noting the discrepancies therefrom and the effect thereof. If the Issuer's audited financial statements for the preceding years are not available by the time Annual Financial Information is required to be filed pursuant to Section 3(a), the Annual Financial Information filing shall contain unaudited financial statements of the type included in the final Official Statement, and the audited financial statements shall be filed in the same manner as the Annual Financial Information when they become available.

b) A table, schedule or other information prepared as of the end of the preceding fiscal year, of the type contained in the final Official Statement under the caption "Debt Limit Calculation", "General Obligation Debt", "Current Valuation by Property Classification", "Tax Rate Per \$1,000 of Taxable Valuation", "Valuation Trend", and "Tax Collection Trend". Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the National Repository. The Issuer shall clearly identify each such other document so included by reference.

Section 5. Reporting of Significant Events.

a) Pursuant to the provisions of this Section, the Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Notes in a timely manner not later than 10 Business Days after the day of the occurrence of the event:

- i. Principal and interest payment delinquencies;
- ii. Non-payment related defaults, if material;
- iii. Unscheduled draws on debt service reserves reflecting financial difficulties;
- iv. Unscheduled draws on credit enhancements relating to the Notes reflecting financial difficulties;
- v. Substitution of credit or liquidity providers, or their failure to perform;
- vi. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the

tax-exempt status of the Series Notes, or material events affecting the tax-exempt status of the Notes;

vii. Modifications to rights of Holders of the Notes, if material;

viii. Note calls (excluding sinking fund mandatory redemptions), if material, and tender offers;

ix. Defeasances of the Notes;

x. Release, substitution, or sale of property securing repayment of the Notes, if material;

xi. Rating changes on the Notes;

xii. Bankruptcy, insolvency, receivership or similar event of the Issuer;

xiii. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

xiv. Appointment of a successor or additional trustee or the change of name of a trustee, if material;

xv. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and

xvi. Default, event of acceleration, termination event, modification of terms or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

b) Whenever the Issuer obtains the knowledge of the occurrence of a Listed Event, the Issuer shall determine if the occurrence is subject to notice only if material, and if so shall as soon as possible determine if such event would be material under applicable federal securities laws.

c) If the Issuer determines that knowledge of the occurrence of a Listed Event is not subject to materiality, or determines such occurrence is subject to materiality and would be material under applicable federal securities laws, the Issuer shall promptly, but not later than 10 Business Days after the occurrence of the event, file a notice of such occurrence with the Municipal Securities Rulemaking Board through the filing with the National Repository.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate with respect to each Series of Notes shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Notes of that Series or upon the Issuer's receipt of an opinion of nationally recognized bond counsel to the effect that, because of legislative action or final judicial action or administrative actions or proceedings, the failure of the Issuer to comply with the terms hereof will not cause Participating Underwriters to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. The initial Dissemination Agent shall be the Issuer.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, provided that the following conditions are satisfied:

a) If the amendment or waiver relates to the provisions of Section 3(a), 4, or 5(a), it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Notes, or the type of business conducted;

b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Notes, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

c) The amendment or waiver either (i) is approved by the Holders of the Notes in the same manner as provided in the Resolution for amendments to the Resolution with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the Notes.

In the event of any amendment or waiver of a provision of this Disclosure Certificate, the Issuer shall describe such amendment in the next Annual Financial Information filing, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(c), and (ii) the Annual Financial Information filing for the year in which the change is made will present a comparison or other discussion in narrative form (and also, if feasible, in quantitative form) describing or illustrating the material differences between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Financial Information filing or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Financial Information filing or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Financial Information filing or notice of occurrence of a Listed Event.

Section 10. Default. In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any Holder or Beneficial Owner of the Notes may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. Direct, indirect, consequential and punitive damages shall not be recoverable by any person for any default hereunder and are hereby waived to the extent permitted by law. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys' fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Notes.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Notes, and shall create no rights in any other person or entity.

Section 13. Rescission Rights. The Issuer hereby reserves the right to rescind this Disclosure Certificate without the consent of the Holders in the event the Rule is repealed by the S.E.C. or is ruled invalid by a federal court and the time to appeal from such decision has expired. In the event of a partial repeal or invalidation of the Rule, the Issuer hereby reserves the right to rescind those provisions of this Disclosure Certificate that were required by those parts of the Rule that are so repealed or invalidated.

Date: 23rd day of September, 2021.

CITY OF INDIANOLA, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

EXHIBIT A

NOTICE TO NATIONAL REPOSITORY OF FAILURE TO FILE ANNUAL FINANCIAL
INFORMATION

Name of Issuer: City of Indianola, Iowa.

Name of Note Issue: \$6,840,000 General Obligation Capital Loan Notes, Series 2021

Dated Date of Issue: September 23, 2021

NOTICE IS HEREBY GIVEN that the Issuer has not provided Annual Financial Information with respect to the above-named Notes as required by Section 3 of the Continuing Disclosure Certificate delivered by the Issuer in connection with the Notes. The Issuer anticipates that the Annual Financial Information will be filed by _____.

Dated: _____ day of _____, 20____.

CITY OF INDIANOLA, STATE OF IOWA

By: _____
Its: _____

01916372-1\13538-163

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$6,840,000 General Obligation Capital Loan Notes, Series 2021

- Resolution Appointing BOKF, N.A. of Lincoln, Nebraska, to Serve as Paying Agent, Note Registrar, and Transfer Agent, Approving the Paying Agent and Note Registrar and Transfer Agent Agreement and Authorizing the Execution of the Agreement.
- Resolution approving and authorizing a form of Loan Agreement and authorizing and providing for the issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, and amending the levy of taxes to pay said Notes; Approval of the Tax Exemption Certificate and Continuing Disclosure Certificate.

NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE
CHAPTER 21 AND THE LOCAL RULES OF THE CITY.

September 7, 2021

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following resolution entitled "RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN, NEBRASKA, TO SERVE AS PAYING AGENT, NOTE REGISTRAR, AND TRANSFER AGENT, APPROVING THE PAYING AGENT AND NOTE REGISTRAR AND TRANSFER AGENT AGREEMENT AND AUTHORIZING THE EXECUTION OF THE AGREEMENT", and moved that the resolution be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPOINTING BOKF, N.A. OF LINCOLN,
NEBRASKA, TO SERVE AS PAYING AGENT, NOTE
REGISTRAR, AND TRANSFER AGENT, APPROVING THE
PAYING AGENT AND NOTE REGISTRAR AND TRANSFER
AGENT AGREEMENT AND AUTHORIZING THE
EXECUTION OF THE AGREEMENT

WHEREAS, \$6,840,000 General Obligation Capital Loan Notes, Series 2021, dated September 23, 2021, have been sold and action should now be taken to provide for the maintenance of records, registration of certificates and payment of principal and interest in connection with the issuance of the Notes; and

WHEREAS, this Council has deemed that the services offered by BOKF, N.A. of Lincoln, Nebraska, are necessary for compliance with rules, regulations, and requirements governing the registration, transfer and payment of registered notes; and

WHEREAS, a Paying Agent, Bond Registrar and Transfer Agent Agreement (hereafter "Agreement") has been prepared to be entered into between the City and BOKF, N.A.

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

1. That BOKF, N.A. of Lincoln, Nebraska, is hereby appointed to serve as Paying Agent, Bond Registrar and Transfer Agent in connection with the issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, dated September 23, 2021.

2. That the Agreement with BOKF, N.A. of Lincoln, Nebraska, is hereby approved and that the Mayor and Clerk are authorized to sign the Agreement on behalf of the City.

PASSED AND APPROVED this 7th day of September, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,840,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND AMENDING THE LEVY OF TAXES TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE" and moved that it be adopted. Council Member _____ seconded the motion to adopt, and the roll being called thereon, the vote was as follows:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared said Resolution duly adopted as follows:

RESOLUTION APPROVING AND AUTHORIZING A FORM OF LOAN AGREEMENT AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$6,840,000 GENERAL OBLIGATION CAPITAL LOAN NOTES, SERIES 2021, AND AMENDING THE LEVY OF TAXES TO PAY SAID NOTES; APPROVAL OF THE TAX EXEMPTION CERTIFICATE AND CONTINUING DISCLOSURE CERTIFICATE

WHEREAS, the Issuer is duly incorporated, organized and exists under and by virtue of the laws and Constitution of the State of Iowa; and

WHEREAS, the Issuer is in need of funds to pay costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, essential corporate purpose(s), and it is deemed necessary and advisable that General Obligation Capital Loan Notes, to the amount of not to exceed \$7,500,000 be authorized for said purpose(s); and

WHEREAS, pursuant to notice published as required by Sections 384.24A and 384.25 of the Code of Iowa, this Council has held a public meeting and hearing upon the proposal to institute proceedings for the issuance of the Notes, and the Council is therefore now authorized to proceed with the issuance of said Notes for such purpose(s); and

WHEREAS, on February 1, 2021, the Council adopted a resolution imposing levies for the repayment of the Notes; and

WHEREAS, the above mentioned Notes were heretofore sold and action should now be taken to issue said Notes conforming to the terms and conditions of the best bid received at the sale.

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

Section 1. Definitions. The following terms shall have the following meanings in this Resolution unless the text expressly or by necessary implication requires otherwise:

- "Authorized Denominations" shall mean \$5,000 or any integral multiple thereof.
- "Beneficial Owner" shall mean, whenever used with respect to a Note, the person in whose name such Note is recorded as the beneficial owner of such Note by a Participant on the records of such Participant or such person's subrogee.
- "Blanket Issuer Letter of Representations" shall mean the Representation Letter from the Issuer to DTC, with respect to the Notes.
- "Cede & Co." shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Notes.
- "Continuing Disclosure Certificate" shall mean that certain Continuing Disclosure Certificate approved under the terms of this Resolution and to be executed by the Issuer and dated the date of issuance and delivery of the Notes, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- "Depository Notes " shall mean the Notes as issued in the form of one global certificate for each maturity, registered in the Registration Books maintained by the Registrar in the name of DTC or its nominee.
- "DTC" shall mean The Depository Trust Company, New York, New York, which will act as security depository for the Note pursuant to the Representation Letter.
- "Issuer" and "City" shall mean the City of Indianola, State of Iowa.
- "Loan Agreement" shall mean a Loan Agreement between the Issuer and a lender or lenders in substantially the form attached to and approved by this Resolution.
- "Note Fund" shall mean the fund created in Section 3 of this Resolution.

- "Notes" shall mean \$6,840,000 General Obligation Capital Loan Notes, Series 2021, authorized to be issued by this Resolution.
- "Participants" shall mean those broker-dealers, banks and other financial institutions for which DTC holds Notes as securities depository.
- "Paying Agent" shall mean BOKF, N.A., or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein as Issuer's agent to provide for the payment of principal of and interest on the Notes as the same shall become due.
- "Project" shall mean the costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes.
- "Project Fund" shall mean the fund required to be established by this Resolution for the deposit of the proceeds of the Notes.
- "Rebate Fund" shall mean the fund so defined in and established pursuant to the Tax Exemption Certificate.
- "Registrar" shall mean BOKF, N.A. of Lincoln, Nebraska, or such successor as may be approved by Issuer as provided herein and who shall carry out the duties prescribed herein with respect to maintaining a register of the owners of the Notes. Unless otherwise specified, the Registrar shall also act as Transfer Agent for the Notes.
- "Resolution" shall mean this amending resolution authorizing the Notes.
- "Tax Exemption Certificate" shall mean the Tax Exemption Certificate approved under the terms of this Resolution and to be executed by the Treasurer and delivered at the time of issuance and delivery of the Notes.
- "Treasurer" shall mean the City Treasurer or such other officer as shall succeed to the same duties and responsibilities with respect to the recording and payment of the Notes issued hereunder.

Section 2. Levy and Certification of Annual Tax; Other Funds to be Used.

a) Levy of Annual Tax. That for the purpose of providing funds to pay the principal and interest of the Notes hereinafter authorized to be issued, there is hereby levied for each future year the following direct annual tax on all of the taxable property in the City of Indianola, State of Iowa, to-wit:

AMOUNT	FISCAL YEAR (JULY 1 TO JUNE 30) YEAR OF COLLECTION
\$308,314.17*	2021/2022
\$375,862.52	2022/2023
\$685,012.52	2023/2024
\$769,712.52	2024/2025
\$966,412.52	2025/2026
\$963,412.52	2026/2027
\$962,762.52	2027/2028
\$962,562.52	2028/2029
\$959,262.52	2029/2030
\$958,800.00	2030/2031

*A levy of \$321,988 has been included in the budget previously certified and will be used to pay the principal and interest of the Notes coming due in fiscal year 2021/2022. Additional amounts shall be used to reduce future levies. Subsequent levies in resolution approved on February 1, 2021, are hereby amended.

(NOTE: For example the levy to be made and certified against the taxable valuations of January 1, 2021 will be collected during the fiscal year commencing July 1, 2022.)

b) Resolution to be Filed With County Auditor. A certified copy of this Resolution shall be filed with the Auditor of Warren County, Iowa and the Auditor is hereby instructed in and for each of the years as provided, to levy and assess the tax hereby authorized in Section 2 of this Resolution, in like manner as other taxes are levied and assessed, and such taxes so levied in and for each of the years aforesaid be collected in like manner as other taxes of the City are collected, and when collected be used for the purpose of paying principal and interest on said Notes issued in anticipation of the tax, and for no other purpose whatsoever.

c) Additional City Funds Available. Principal and interest coming due at any time when the proceeds of said tax on hand shall be insufficient to pay the same shall be promptly paid when due from current funds of the City available for that purpose and reimbursement shall be made from such special fund in the amounts thus advanced.

Section 3. Note Fund. Said tax shall be assessed and collected each year at the same time and in the same manner as, and in addition to, all other taxes in and for the City, and when collected they shall be converted into a special fund within the Debt Service Fund to be known as the "2021 GENERAL OBLIGATION CAPITAL LOAN NOTE FUND NO. 1" (the "Note Fund"), which is hereby pledged for and shall be used only for the payment of the principal of and interest on the Notes hereinafter authorized to be issued; and also there shall be apportioned to said fund its proportion of taxes received by the City from property that is centrally assessed by the State of Iowa.

Section 4. Application of Note Proceeds. Proceeds of the Notes, other than accrued interest except as may be provided below, shall be credited to the Project Fund and expended

therefrom for the purposes of issuance. Any amounts on hand in the Project Fund shall be available for the payment of the principal of or interest on the Notes at any time that other funds shall be insufficient to the purpose, in which event such funds shall be repaid to the Project Fund at the earliest opportunity. Any balance on hand in the Project Fund and not immediately required for its purposes may be invested not inconsistent with limitations provided by law or this Resolution.

Section 5. Investment of Note Fund Proceeds. All moneys held in the Note Fund, provided for by Section 3 of this Resolution shall be invested in investments permitted by Chapter 12B, Code of Iowa, as amended, or deposited in financial institutions which are members of the Federal Deposit Insurance Corporation and the deposits in which are insured thereby and all such deposits exceeding the maximum amount insured from time to time by FDIC or its equivalent successor in any one financial institution shall be continuously secured in compliance with Chapter 12C of the Code of Iowa, as amended, or otherwise by a valid pledge of direct obligations of the United States Government having an equivalent market value. All such interim investments shall mature before the date on which the moneys are required for payment of principal of or interest on the Notes as herein provided.

Section 6. Note Details, Execution and Redemption.

a) Note Details. General Obligation Capital Loan Notes of the City in the amount of \$6,840,000, shall be issued to evidence the obligations of the Issuer under the Loan Agreement pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa for the aforesaid purposes. The Notes shall be issued in one or more series and shall be secured equally and ratably from the sources provided in Section 3 of this Resolution. The Notes shall be designated "GENERAL OBLIGATION CAPITAL LOAN NOTE, SERIES 2021", be dated September 23, 2021, and bear interest from the date thereof, until payment thereof, at the office of the Paying Agent, said interest payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year until maturity at the rates hereinafter provided.

The Notes shall be executed by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the Clerk, and impressed or printed with the seal of the City and shall be fully registered as to both principal and interest as provided in this Resolution; principal, interest and premium, if any, shall be payable at the office of the Paying Agent by mailing of a check to the registered owner of the Note. The Notes shall be in the denomination of \$5,000 or multiples thereof. The Notes shall mature and bear interest as follows:

Principal Amount	Interest Rate	Maturity June 1 st
\$180,000	3.000%	2022
\$195,000	3.000%	2023
\$510,000	3.000%	2024
\$610,000	3.000%	2025
\$825,000	4.000%	2026
\$855,000	3.000%	2027
\$880,000	4.000%	2028
\$915,000	2.000%	2029
\$930,000	1.125%	2030
\$940,000	2.000%	2031

b) Redemption.

i. Optional Redemption. Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer on that date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All Notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Section 7. Issuance of Notes in Book-Entry Form; Replacement Notes.

a) Notwithstanding the other provisions of this Resolution regarding registration, ownership, transfer, payment and exchange of the Notes, unless the Issuer determines to permit the exchange of Depository Notes for Notes in Authorized Denominations, the

Notes shall be issued as Depository Notes in denominations of the entire principal amount of each maturity of Notes (or, if a portion of said principal amount is prepaid, said principal amount less the prepaid amount). The Notes must be registered in the name of Cede & Co., as nominee for DTC. Payment of semiannual interest for any Notes registered in the name of Cede & Co. will be made by wire transfer or New York Clearing House or equivalent next day funds to the account of Cede & Co. on the interest payment date for the Notes at the address indicated or in the Representation Letter.

b) The Notes will be initially issued in the form of separate single authenticated fully registered bonds in the amount of each stated maturity of the Notes. Upon initial issuance, the ownership of the Notes will be registered in the registry books of the BOKF, N.A. kept by the Paying Agent and Registrar in the name of Cede & Co., as nominee of DTC. The Paying Agent and Registrar and the Issuer may treat DTC (or its nominee) as the sole and exclusive owner of the Notes registered in its name for the purposes of payment of the principal or redemption price of or interest on the Notes, selecting the Notes or portions to be redeemed, giving any notice permitted or required to be given to registered owners of Notes under the Resolution of the Issuer, registering the transfer of Notes, obtaining any consent or other action to be taken by registered owners of the Notes and for other purposes. The Paying Agent, Registrar and the Issuer have no responsibility or obligation to any Participant or Beneficial Owner of the Notes under or through DTC with respect to the accuracy of records maintained by DTC or any Participant; with respect to the payment by DTC or Participant of an amount of principal or redemption price of or interest on the Notes; with respect to any notice given to owners of Notes under the Resolution; with respect to the Participant(s) selected to receive payment in the event of a partial redemption of the Notes, or a consent given or other action taken by DTC as registered owner of the Notes. The Paying Agent and Registrar shall pay all principal of and premium, if any, and interest on the Notes only to Cede & Co. in accordance with the Representation Letter, and all payments are valid and effective to fully satisfy and discharge the Issuer's obligations with respect to the principal of and premium, if any, and interest on the Notes to the extent of the sum paid. DTC must receive an authenticated Bond for each separate stated maturity evidencing the obligation of the Issuer to make payments of principal of and premium, if any, and interest. Upon delivery by DTC to the Paying Agent and Registrar of written notice that DTC has determined to substitute a new nominee in place of Cede & Co., the Notes will be transferable to the new nominee in accordance with this Section.

c) In the event the Issuer determines that it is in the best interest of the Beneficial Owners that they be able to obtain Notes certificates, the Issuer may notify DTC and the Paying Agent and Registrar, whereupon DTC will notify the Participants, of the availability through DTC of Notes certificates. The Notes will be transferable in accordance with this Section. DTC may determine to discontinue providing its services with respect to the Notes at any time by giving notice to the Issuer and the Paying Agent and Registrar and discharging its responsibilities under applicable law. In this event, the Notes will be transferable in accordance with this Section.

d) Notwithstanding any other provision of the Resolution to the contrary, so long as any Note is registered in the name of Cede & Co., as nominee of DTC, all payments

with respect to the principal of and premium, if any, and interest on the Note and all notices must be made and given, respectively to DTC as provided in the Representation letter.

e) In connection with any notice or other communication to be provided to Noteholders by the Issuer or the Paying Agent and Registrar with respect to a consent or other action to be taken by Noteholders, the Issuer or the Paying Agent and Registrar, as the case may be, shall establish a record date for the consent or other action and give DTC notice of the record date not less than 15 calendar days in advance of the record date to the extent possible. Notice to DTC must be given only when DTC is the sole Noteholder.

f) The Representation Letter is on file with DTC and sets forth certain matters with respect to, among other things, notices, consents and approvals by Noteholders and payments on the Notes. The execution and delivery of the Representation Letter to DTC by the Issuer is ratified and confirmed.

g) In the event that a transfer or exchange of the Notes is permitted under this Section, the transfer or exchange may be accomplished upon receipt by the Registrar from the registered owners of the Notes to be transferred or exchanged and appropriate instruments of transfer. In the event Note certificates are issued to holders other than Cede & Co., its successor as nominee for DTC as holder of all the Notes, or other securities depository as holder of all the Notes, the provisions of the Resolution apply to, among other things, the printing of certificates and the method of payment of principal of and interest on the certificates. Any substitute depository shall be designated in writing by the Issuer to the Paying Agent. Any such substitute depository shall be a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended. The substitute depository shall provide for (i) immobilization of the Depository Notes, (ii) registration and transfer of interests in Depository Notes by book entries made on records of the depository or its nominee and (iii) payment of principal of, premium, if any, and interest on the Notes in accordance with and as such interests may appear with respect to such book entries.

h) The officers of the Issuer are authorized and directed to prepare and furnish to the purchaser, and to the attorneys approving the legality of Notes, certified copies of proceedings, ordinances, resolutions and records and all certificates and affidavits and other instruments as may be required to evidence the legality and marketability of the Notes, and all certified copies, certificates, affidavits and other instruments constitute representations of the Issuer as to the correctness of all stated or recited facts.

Section 8. Registration of Notes; Appointment of Registrar; Transfer; Ownership; Delivery; and Cancellation.

a) Registration. The ownership of Notes may be transferred only by the making of an entry upon the books kept for the registration and transfer of ownership of the Notes, and in no other way. BOKF, N.A. is hereby appointed as Note Registrar under the terms of this Resolution and under the provisions of a separate agreement with the Issuer

filed herewith which is made a part hereof by this reference. Registrar shall maintain the books of the Issuer for the registration of ownership of the Notes for the payment of principal of and interest on the Notes as provided in this Resolution. All Notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Notes and in this Resolution.

b) Transfer. The ownership of any Note may be transferred only upon the Registration Books kept for the registration and transfer of Notes and only upon surrender thereof at the office of the Registrar together with an assignment duly executed by the holder or his duly authorized attorney in fact in such form as shall be satisfactory to the Registrar, along with the address and social security number or federal employer identification number of such transferee (or, if registration is to be made in the name of multiple individuals, of all such transferees). In the event that the address of the registered owner of a Note (other than a registered owner which is the nominee of the broker or dealer in question) is that of a broker or dealer, there must be disclosed on the Registration Books the information pertaining to the registered owner required above. Upon the transfer of any such Note, a new fully registered Note, of any denomination or denominations permitted by this Resolution in aggregate principal amount equal to the unmatured and unredeemed principal amount of such transferred fully registered Note, and bearing interest at the same rate and maturing on the same date or dates shall be delivered by the Registrar.

c) Registration of Transferred Notes. In all cases of the transfer of the Notes, the Registrar shall register, at the earliest practicable time, on the Registration Books, the Notes, in accordance with the provisions of this Resolution.

d) Ownership. As to any Note, the person in whose name the ownership of the same shall be registered on the Registration Books of the Registrar shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of or on account of the principal of any such Notes and the premium, if any, and interest thereon shall be made only to or upon the order of the registered owner thereof or his legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note, including the interest thereon, to the extent of the sum or sums so paid.

e) Cancellation. All Notes which have been redeemed shall not be reissued but shall be cancelled by the Registrar. All Notes which are cancelled by the Registrar shall be destroyed and a certificate of the destruction thereof shall be furnished promptly to the Issuer; provided that if the Issuer shall so direct, the Registrar shall forward the cancelled Notes to the Issuer.

f) Non-Presentation of Notes. In the event any payment check, wire, or electronic transfer of funds representing payment of principal of or interest on the Notes is returned to the Paying Agent or if any note is not presented for payment of principal at the maturity or redemption date, if funds sufficient to pay such principal of or interest on Notes shall have been made available to the Paying Agent for the benefit of the owner thereof, all liability of the Issuer to the owner thereof for such interest or payment of such

Notes shall forthwith cease, terminate and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the owner of such Notes who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, such interest or Notes. The Paying Agent's obligation to hold such funds shall continue for a period equal to two years and six months following the date on which such interest or principal became due, whether at maturity, or at the date fixed for redemption thereof, or otherwise, at which time the Paying Agent shall surrender any remaining funds so held to the Issuer, whereupon any claim under this Resolution by the Owners of such interest or Notes of whatever nature shall be made upon the Issuer.

g) Registration and Transfer Fees. The Registrar may furnish to each owner, at the Issuer's expense, one note for each annual maturity. The Registrar shall furnish additional Notes in lesser denominations (but not less than the minimum denomination) to an owner who so requests.

Section 9. Reissuance of Mutilated, Destroyed, Stolen or Lost Notes. In case any outstanding Note shall become mutilated or be destroyed, stolen or lost, the Issuer shall at the request of Registrar authenticate and deliver a new Note of like tenor and amount as the Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated Note to Registrar, upon surrender of such mutilated Note, or in lieu of and substitution for the Note destroyed, stolen or lost, upon filing with the Registrar evidence satisfactory to the Registrar and Issuer that such Note has been destroyed, stolen or lost and proof of ownership thereof, and upon furnishing the Registrar and Issuer with satisfactory indemnity and complying with such other reasonable regulations as the Issuer or its agent may prescribe and paying such expenses as the Issuer may incur in connection therewith.

Section 10. Record Date. Payments of principal and interest, otherwise than upon full redemption, made in respect of any Note, shall be made to the registered holder thereof or to their designated agent as the same appear on the books of the Registrar on the 15th day of the month preceding the payment date. All such payments shall fully discharge the obligations of the Issuer in respect of such Notes to the extent of the payments so made. Upon receipt of the final payment of principal, the holder of the Note shall surrender the Note to the Paying Agent.

Section 11. Execution, Authentication and Delivery of the Notes. Upon the adoption of this Resolution, the Mayor and Clerk shall execute the Notes by their manual or authorized signature and deliver the Notes to the Registrar, who shall authenticate the Notes and deliver the same to or upon order of the Purchaser. No Note shall be valid or obligatory for any purpose or shall be entitled to any right or benefit hereunder unless the Registrar shall duly endorse and execute on such Note a Certificate of Authentication substantially in the form of the Certificate herein set forth. Such Certificate upon any Note executed on behalf of the Issuer shall be conclusive evidence that the Note so authenticated has been duly issued under this Resolution and that the holder thereof is entitled to the benefits of this Resolution.

No Notes shall be authenticated and delivered by the Registrar unless and until there shall have been provided the following:

1. A certified copy of the resolution of Issuer approving the execution of a Loan Agreement and a copy of the Loan Agreement;
2. A written order of Issuer signed by the Treasurer of the Issuer directing the authentication and delivery of the Notes to or upon the order of the Purchaser upon payment of the purchase price as set forth therein;
3. The approving opinion of Ahlers & Cooney, P.C., Bond Counsel, concerning the validity and legality of all the Notes proposed to be issued.

Section 12. Right to Name Substitute Paying Agent or Registrar. Issuer reserves the right to name a substitute, successor Registrar or Paying Agent upon giving prompt written notice to each registered noteholder.

Section 13. Form of Note. Notes shall be printed substantially in the form as follows:

"STATE OF IOWA"
 "COUNTY OF WARREN"
 "CITY OF INDIANOLA"
 "GENERAL OBLIGATION CAPITAL LOAN NOTE"
 "SERIES 2021"
 ESSENTIAL CORPORATE PURPOSE

Rate: _____
 Maturity: _____
 Note Date: September 23, 2021
 CUSIP No.: _____
 "Registered"
 Certificate No. _____
 Principal Amount: \$ _____

The City of Indianola, State of Iowa, a municipal corporation organized and existing under and by virtue of the Constitution and laws of the State of Iowa (the "Issuer"), for value received, promises to pay from the source and as hereinafter provided, on the maturity date indicated above, to

(Registration panel to be completed by Registrar or Printer with name of Registered Owner).

or registered assigns, the principal sum of (enter principal amount in long form) THOUSAND DOLLARS in lawful money of the United States of America, on the maturity date shown above, only upon presentation and surrender hereof at the office of BOKF, N.A., Paying Agent of this issue, or its successor, with interest on the sum from the date hereof until paid at the rate per annum specified above, payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year.

Interest and principal shall be paid to the registered holder of the Note as shown on the records of ownership maintained by the Registrar as of the 15th day of the month preceding such interest payment date. Interest shall be computed on the basis of a 360-day year of twelve 30-day months.

This Note is issued pursuant to the provisions of Sections 384.24A and 384.25 of the Code of Iowa, for the purpose of paying costs of opening, widening, extending, grading, and draining of the right-of-way of streets, highways, avenues, alleys and public grounds, and market places, and the removal and replacement of dead or diseased trees thereon; the construction, reconstruction, and repairing of any street improvements, bridges, grade crossing separations and approaches; the acquisition, installation, and repair of sidewalks, culverts, retaining walls, storm sewers, sanitary sewers, water service lines, street lighting, and traffic control devices; and the acquisition of any real estate needed for any of the foregoing purposes, and in order to evidence the obligations of the Issuer under a certain Loan Agreement dated the date hereof, in conformity to a Resolution of the Council of said City duly passed and approved. For a complete statement of the funds from which and the conditions under which this Note is payable, and the general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Loan Agreement and Resolution.

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a limited purpose trust company ("DTC"), to the Issuer or its agent for registration of transfer, exchange or payment, and any certificate issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other Issuer as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Notes maturing after June 1, 2028, may be called for optional redemption by the Issuer and paid before maturity on said date or any date thereafter, from any funds regardless of source, in whole or from time to time in part, in any order of maturity and within an annual maturity by lot. The terms of redemption shall be par, plus accrued interest to date of call.

Thirty days' written notice of redemption shall be given to the registered owner of the Note. Failure to give written notice to any registered owner of the Notes or any defect therein shall not affect the validity of any proceedings for the redemption of the Notes. All notes or portions thereof called for redemption will cease to bear interest after the specified redemption date, provided funds for their redemption are on deposit at the place of payment. Written notice will be deemed completed upon transmission to the owner of record.

If selection by lot within a maturity is required, the Registrar shall designate the Notes to be redeemed by random selection of the names of the registered owners of the entire annual maturity until the total amount of Notes to be called has been reached.

If less than all of a maturity is called for redemption, the Issuer will notify DTC of the particular amount of such maturity to be redeemed prior to maturity. DTC will determine by lot

the amount of each Participant's interest in such maturity to be redeemed and each Participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

Ownership of this Note may be transferred only by transfer upon the books kept for such purpose by BOKF, N.A., the Registrar. Such transfer on the books shall occur only upon presentation and surrender of this Note at the office of the Registrar as designated below, together with an assignment duly executed by the owner hereof or his duly authorized attorney in the form as shall be satisfactory to the Registrar. Issuer reserves the right to substitute the Registrar and Paying Agent but shall, however, promptly give notice to registered Noteholders of such change. All notes shall be negotiable as provided in Article 8 of the Uniform Commercial Code and Section 384.31 of the Code of Iowa, subject to the provisions for registration and transfer contained in the Note Resolution.

This Note is a "qualified tax-exempt obligation" designated by the City for purposes of Section 265(b)(3)(B) of the Internal Revenue Code of 1986.

And it is hereby represented and certified that all acts, conditions and things requisite, according to the laws and Constitution of the State of Iowa, to exist, to be had, to be done, or to be performed precedent to the lawful issue of this Note, have been existent, had, done and performed as required by law; that provision has been made for the levy of a sufficient continuing annual tax on all the taxable property within the territory of the Issuer for the payment of the principal and interest of this Note as the same will respectively become due; that such taxes have been irrevocably pledged for the prompt payment hereof, both principal and interest; and the total indebtedness of the Issuer including this Note, does not exceed the constitutional or statutory limitations.

IN TESTIMONY WHEREOF, the Issuer by its Council, has caused this Note to be signed by the manual or facsimile signature of its Mayor and attested by the manual or facsimile signature of its City Clerk, with the seal of the City printed or impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, BOKF, N.A., Lincoln, Nebraska.

Date of authentication: September 23, 2021
This is one of the Notes described in the within mentioned
Resolution, as registered by BOKF, N.A.

BOKF, N.A., Registrar

By: _____
Authorized Signature
Registrar and Transfer Agent: BOKF, N.A.
Paying Agent: BOKF, N.A.

SEE REVERSE FOR CERTAIN DEFINITIONS

(Seal)
(Signature Block)

CITY OF INDIANOLA, STATE OF IOWA

By: _____ (manual or facsimile signature) _____
Mayor

ATTEST:

By: _____ (manual or facsimile signature) _____
City Clerk

(Information Required for Registration)

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ (Social Security or Tax Identification No. _____) the within Note and does hereby irrevocably constitute and appoint _____ attorney in fact to transfer the said Note on the books kept for registration of the within Note, with full power of substitution in the premises.

Dated: _____

(Person(s) executing this Assignment sign(s) here)

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

The signature(s) to this Power must correspond with the name(s) as written upon the face of the certificate(s) or note(s) in every particular without alteration or enlargement or any change whatever. Signature guarantee must be provided in accordance with the prevailing standards and procedures of the Registrar and Transfer Agent. Such standards and procedures may require signature to be guaranteed by certain eligible guarantor institutions that participate in a recognized signature guarantee program.

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

*If the Note is to be registered in the names of multiple individual owners, the names of all such owners and one address and social security number must be provided.

The following abbreviations, when used in the inscription on the face of this Note, shall be construed as though written out in full according to applicable laws or regulations:

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with rights of survivorship and not as tenants in common
IA UNIF TRANS MIN ACT - Custodian
(Cust) (Minor)
Under Iowa Uniform Transfers to Minors Act.....
(State)

ADDITIONAL ABBREVIATIONS MAY
ALSO BE USED THOUGH NOT IN THE ABOVE LIST

(End of form of Note)

Section 14. Loan Agreement and Closing Documents. The form of Loan Agreement in substantially the form attached to this Resolution is hereby approved and is authorized to be executed and issued on behalf of the Issuer by the Mayor and attested by the City Clerk. The Mayor and City Clerk are authorized and directed to execute, attest, seal and deliver for and on behalf of the City any other additional certificates, documents, or other papers and perform all other acts, including without limitation the execution of all closing documents, as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 15. Contract Between Issuer and Purchaser. This Resolution constitutes a contract between said City and the purchaser of the Notes.

Section 16. Non-Arbitrage Covenants. The Issuer reasonably expects and covenants that no use will be made of the proceeds from the issuance and sale of the Notes issued hereunder which will cause any of the Notes to be classified as arbitrage notes within the meaning of Sections 148(a) and (b) of the Internal Revenue Code of the United States, as amended, and that

throughout the term of the Notes it will comply with the requirements of statutes and regulations issued thereunder.

To the best knowledge and belief of the Issuer, there are no facts or circumstances that would materially change the foregoing statements or the conclusion that it is not expected that the proceeds of the Notes will be used in a manner that would cause the Notes to be arbitrage notes.

Section 17. Approval of Tax Exemption Certificate. Attached hereto is a form of Tax Exemption Certificate stating the Issuer's reasonable expectations as to the use of the proceeds of the Notes. The form of Tax Exemption Certificate is approved. The Issuer hereby agrees to comply with the provisions of the Tax Exemption Certificate and the provisions of the Tax Exemption Certificate are hereby incorporated by reference as part of this Resolution. The Chief Financial Officer of the City is hereby directed to make and insert all calculations and determinations necessary to complete the Tax Exemption Certificate at issuance of the Notes to certify as to the reasonable expectations and covenants of the Issuer at that date.

Section 18. Continuing Disclosure. The Issuer hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate, and the provisions of the Continuing Disclosure Certificate are hereby incorporated by reference as part of this Resolution and made a part hereof. Notwithstanding any other provision of this Resolution, failure of the Issuer to comply with the Continuing Disclosure Certificate shall not be considered an event of default under this Resolution; however, any holder of the Notes or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Issuer to comply with its obligations under the Continuing Disclosure Certificate. For purposes of this section, "Beneficial Owner" means any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Note (including persons holding Notes through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Notes for federal income tax purposes.

Section 19. Additional Covenants, Representations and Warranties of the Issuer. The Issuer certifies and covenants with the purchasers and holders of the Notes from time to time outstanding that the Issuer through its officers, (a) will make such further specific covenants, representations and assurances as may be necessary or advisable; (b) comply with all representations, covenants and assurances contained in the Tax Exemption Certificate, which Tax Exemption Certificate shall constitute a part of the contract between the Issuer and the owners of the Notes; (c) consult with Bond Counsel (as defined in the Tax Exemption Certificate); (d) pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Notes; (e) file such forms, statements and supporting documents as may be required and in a timely manner; and (f) if deemed necessary or advisable by its officers, to employ and pay fiscal agents, financial advisors, attorneys and other persons to assist the Issuer in such compliance.

Section 20. Amendment of Resolution to Maintain Tax Exemption. This Resolution may be amended without the consent of any owner of the Notes if, in the opinion of Bond Counsel,

such amendment is necessary to maintain tax exemption with respect to the Notes under applicable Federal law or regulations.

Section 21. Qualified Tax-Exempt Obligations. For the sole purpose of qualifying the Notes as "Qualified Tax-Exempt Obligations" pursuant to Section 265(b)(3)(B) of the Internal Revenue Code of the United States, the Issuer hereby designates the Notes as qualified tax-exempt obligations and represents that the reasonably anticipated amount of tax-exempt governmental and qualified 501(c)(3) obligations which will be issued during the current calendar year will not exceed Ten (10) Million Dollars.

Section 22. Repeal of Conflicting Resolutions or Ordinances. All ordinances and resolutions and parts of ordinances and resolutions in conflict herewith are hereby repealed.

Section 23. Severability Clause. If any section, paragraph, clause or provision of this Resolution be held invalid, such invalidity shall not affect any of the remaining provisions hereof, and this Resolution shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this 7th day of September, 2021.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2021.

(SEAL)

Page 217 of 292



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, Deputy Clerk

Date: September 7, 2021

Subject: Resolution appointing BOKF, N.A. of Lincoln, Nebraska, to serve as paying agent, nte registrar, and transfer agent, approving the paying agent and note registrar and transfer agent agreement and authorizing the execution of the agreement.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, Deputy Clerk

Date: September 7, 2021

Subject: Resolution approving and authorizing a form of loan agreement and authorizing and providing for the issuance of \$6,840,000 General Obligation Capital Loan Notes, Series 2021, and amending the levy of taxes to pay said Notes; approval of the tax exemption certificate and continuing disclosure certificate.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: September 7, 2021
Subject: 1500 West Third Avenue

Introduction:

Background: On July 27, 2021, the Community Development Department received a request for a hearing in writing, in accordance with Section 50.08 of the Code of Ordinances of Indianola, Iowa regarding an alleged violation at 1500 West Third Avenue. Section 50.08 states, "Any person ordered to abate a nuisance may have a hearing with the Council as to whether a nuisance exists. At its meeting on August 16, the Council set a public hearing on this item for September 7, 2021, at 6:00 P.M.

On July 19, 2021, the Community Development Department received an anonymous complaint regarding tall grass and weeds in the rear yard of 1500 West Third Avenue, adjacent to East 2nd Avenue. Upon inspection on July 20, the Building and Zoning Official alleged a violation of Chapter 50 of the Code of Ordinances of Indianola, Iowa, regarding weeds, grass or brush on property located at 1500 West Third Avenue. The code section states that grass, weeds or brush shall be cut mowed and maintained to not exceed eight (8) inches in developed areas. On July 23, 2021, a letter was sent by certified mail to the property owner.

Attached to this memo is the letter from the property owner requesting the hearing, as well as the nuisance notice that was mailed to the property owner. Additionally, there are pictures of the property that were taken by staff on August 16 and August 30.

Discussion: The process of the hearing starts with the Council opening the hearing where staff will first present the Zoning Officials interpretation of the alleged Code violation. The property owner shall then present their side of the alleged violation. The Council shall then deliberate, which may include questions of staff and/or the property owner.

Following the hearing and deliberation, the Council shall consider the following alternatives:

1. The City Council of Indianola, Iowa finds that a nuisance exists at 1500 W Third Ave by way of a violation of Chapter 50 of the Code of Ordinances of Indianola, Iowa, regarding weeds, grass or brush, and orders the nuisance to be abated within seven (7) days.
2. The City Council of Indianola, Iowa finds that a nuisance does not exist at 1500 W Third Ave.
3. The City Council of Indianola, Iowa continues the hearing to 6 PM on Monday, September 20, requesting further information from staff and/or the property owner.

Budget Impact:

Recommendation: After the hearing was requested, the property owner abated the violation to staff's satisfaction. Staff would recommend that the Council determine if a nuisance did exist, based on the pictures from August 16 and have that determination placed on the record. However, as a nuisance no longer exists, the Council should ultimately determine such.

Attachments:

1. Letter
2. Notice
3. Complaint Checklist
4. 8/16 Pictures
5. 8/30 Pictures
6. RESOLUTION

Charlie Dissell

Subject: RE: Hearing Request

From: Christine Gravelle <christinegravelle@icloud.com>

Sent: Tuesday, July 27, 2021 10:17 AM

To: Tim Little <tlittle@indianolaiowa.gov>

Subject: Re: Hearing Request

Thank you!

On Jul 27, 2021, at 10:15 AM, Tim Little <tlittle@indianolaiowa.gov> wrote:

Christine,

I have received your email and will let you know when the hearing is set on councils agenda.

Thanks!

Get [Outlook for iOS](#)

From: Christine Gravelle <christinegravelle@icloud.com>

Sent: Tuesday, July 27, 2021 6:15:29 AM

To: tlittle@indianolaiowa.gov <tlittle@indianolaiowa.gov>

Subject: Fwd: Hearing Request

Sent from my iPhone

Begin forwarded message:

From: Christine Gravelle <christinegravelle@icloud.com>

Date: July 26, 2021 at 10:47:13 PM CDT

To: tlittle@indianolaiowa.org

Subject: Hearing Request

Hello,

My name is Christine Gravelle and I live at 1500 W Third Ave, Indianola IA 50125.

I would like to request a hearing with the Council in regards to a noticed I recently received titled, "Tall Grass and Weeds."

Thank you,
Christine



— COMMUNITY DEVELOPMENT —
NOTICE OF CODE VIOLATION

August 6, 2021
Gravelle, Christine Jo
1500 W 3rd Ave
Indianola IA 50125
CE: 79-2021
RE: **Tall Grass and Weeds**

Dear Property Owner,

Upon inspection of your property located at 1500 West 3rd Ave, Indianola, IA and pursuant to Chapter 50 of the Code of Ordinances of the City of Indianola, as amended, Community Development staff found tall grass and weeds above what is allowed by ordinance, in the rear yard closest to East 2nd Ave. As such, staff has determined that the property is in violation of Chapter 136.03.

50.02(12) Weeds, Grass or Brush.

"Dense growth of all weeds, vines, brush or other vegetation in the City so as to constitute a health, safety, or fire hazard. No person shall allow or permit grass or weeds to grow upon such person's property in violation of the City's property maintenance code. (See Chapter 154)"

In order to comply with City Code, please mow the property and remove the tall grass and weeds at the earliest convenience within the next 3 days of the postmarked date. Failure to correct the violation may result in action being taken by the City of Indianola to abate and will assess associated costs against you.

To request a hearing with the Council, a written request should be delivered to the Clerk within three (3) days from the date of this notice or it will be presumed that a nuisance exists, and it must be abated as ordered. Any hearing will be before the Council at a time and place fixed by the Council. The findings of the Council shall be conclusive and if a nuisance is found to exist, it shall be ordered abated within a reasonable time under the circumstances.

Please do not hesitate to contact the Code Enforcement officer with any questions in regard to this notice. The Code Enforcement officer may be reached at (515) 962-9430 or through email at tlittle@indianolaiowa.gov.

Respectfully,
Tim Little

BUILDING AND ZONING OFFICIAL

City of Indianola, Community Development
515-962-9430
tlittle@indianolaiowa.gov





Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9430 • comdev@indianolaiowa.gov

CODE ENFORCEMENT COMPLAINT CHECKLIST

Date of Complaint: 7/19/2021

Address of Complaint: 1500 West 3rd Ave

Description of Complaint: _____

Tall grass and weeds in rear yard next to East 2nd Ave.

Complainant Name: _____ Complainant Contact: _____

Date/Time of Initial Inspection: 7/20/2021 Valid Complaint: Yes ☒ No ☐

Door Hanger Left: Yes ☐ No ☒ Number of Pictures Taken: 0

NOTES: Sent letter demanding compliance within 3 days

Case Number: 79-2021

Violation Code Section: _____

Date Initial Letter Sent: 7/23/2021

7020 3160 0001 0416 6171

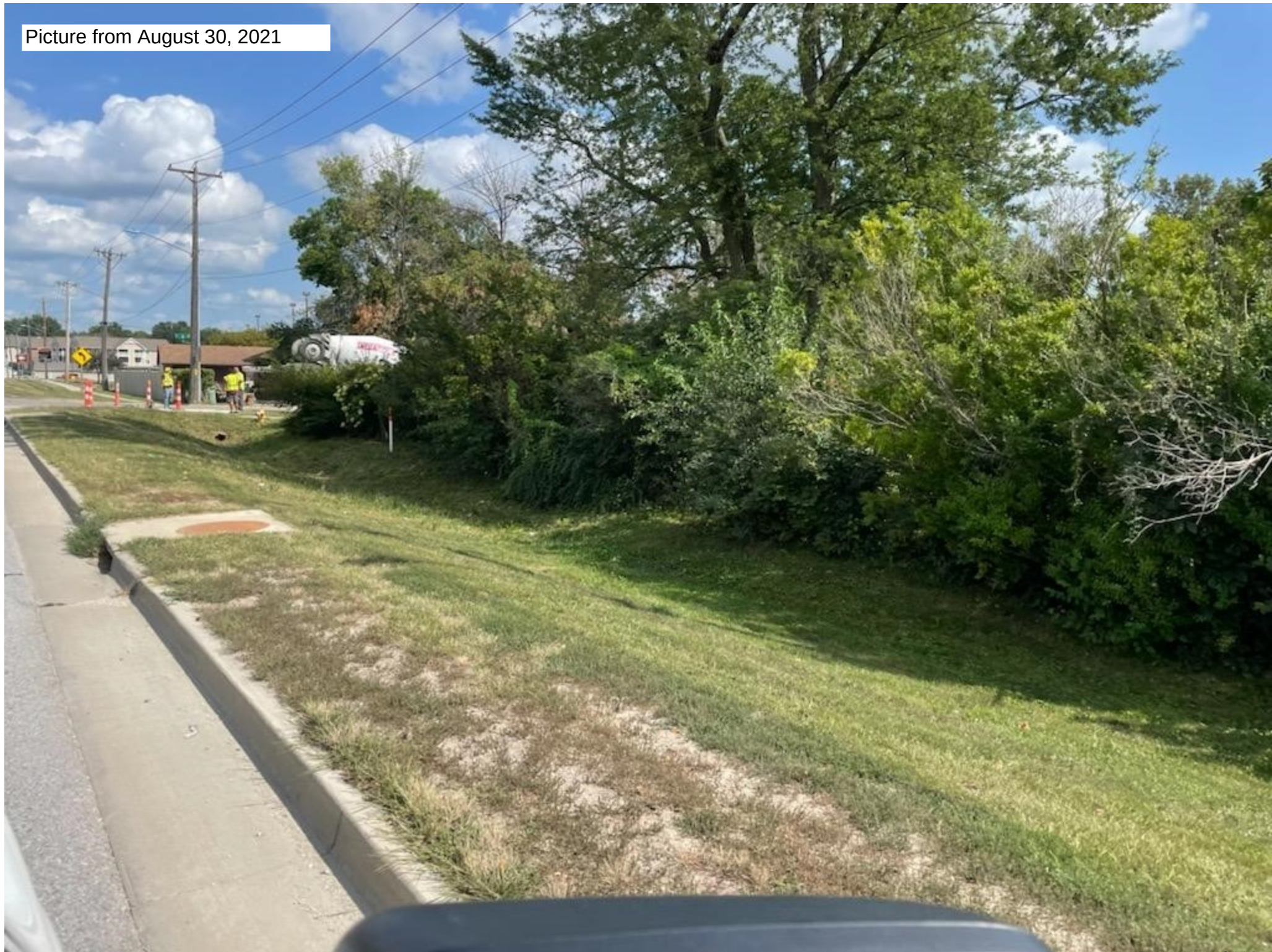
U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only	
For delivery information, visit our website at www.usps.com ®.	
OFFICIAL USE	
Certified Mail Fee	\$
Extra Services & Fees (check box, add fee as appropriate)	
☐ Return Receipt (hardcopy)	\$
☐ Return Receipt (electronic)	\$
☐ Certified Mail Restricted Delivery	\$
☐ Adult Signature Required	\$
☐ Adult Signature Restricted Delivery	\$
Postage	\$
Total Postage and Fees	\$
Sent To	<u>Gravelle, Christine Jo</u>
Street and Apt. No., or PO Box No.	<u>1500 W 3rd Ave</u>
City, State, ZIP+4®	<u>Indianola, IA 50125</u>
PS Form 3800, April 2015 PSN 7530-02-000-9047	

Postmark Here

See Reverse for Instructions



Picture from August 30, 2021



RESOLUTION NO. 2021-_____

**RESOLUTION DETERMINING IF A NUISANCE EXISTS FOR CHRISTINE
GRAVELLE, LOCATED AT 1500 WEST THIRD AVENUE, INDIANOLA
IOWA**

WHEREAS, on July 20, 2021, the Building and Zoning Official alleged that a violation of Chapter 50 of the Code of Ordinances of Indianola, Iowa, regarding Weeds, Grass or Brush on property located at 1500 West Third Avenue; and

WHEREAS, on July 23, 2021, a letter was sent by certified mail giving the property owner three (3) days to abate the nuisance; and

WHEREAS, on July 27, 2021, the Community Development Department received a request for a hearing in writing, in accordance with Section 50.08 of the Code of Ordinances of Indianola, Iowa regarding an alleged violation at 1500 West Third Avenue; and

WHEREAS, on August 16, 2021, the City Council of the City of Indianola set a public hearing for this matter to take place on September 7, 2021 at 6:00 P.M.; and

WHEREAS, a public hearing for this matter took place on September 7, 2021 at 6 P.M. where the Council heard from City Staff, the property owner, and the public.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that a nuisance exists at 1500 West third Avenue by way of a violation of Chapter 50 of the Code of Ordinances of Indianola, Iowa, regarding Weeds, Grass or Brush, and orders the nuisance be abated within seven (7) days.

OR

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA that a nuisance does not exist at 1500 West Third Avenue.

APPROVED this 7th day of September 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: September 7, 2021
Subject: Public Hearing to determine if a nuisance exists at 1500 W Third Avenue.

Recommendation: Roll call to open and close the Public Hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: September 7, 2021

Subject: Resolution determining if a nuisance exists at the property located at 1500 W Third Avenue.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: September 7, 2021
Subject: 1308 South G Street

Introduction:

Background: At its meeting on August 16, the City Council set a public hearing for this subject rezoning request to be held on September 7. The proposed rezoning is requested to facilitate the division of the existing home from the balance of the ground, as well as creating one new single-family lot.

At its meeting on August 10, the Planning and Zoning Commission reviewed this item and recommended the request be approved. Attached to this memo is the staff report that was provided to the Planning and Zoning Commission, as well as the application materials.

Discussion:

Budget Impact:

Recommendation: Staff recommends approval of the rezoning request as submitted.

Attachments:

1. Staff Report
2. Application
3. ORDINANCE



Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9430 • comdev@indianolaiowa.gov

Staff Report

Planning and Zoning Commission

Date of Meeting: August 10, 2021

Agenda Item: 7.A. Consider request from TeaMc LLC to rezone property located 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Application Type: Rezoning

Applicant: TeaMc LLC

Property Owner: TeaMc LLC

Current Zoning: A-1, Agricultural/Open Space Zoning District

Comprehensive Plan Designation: Low Density Residential

Application Summary: Request for to rezone approximately nine (9) acres of land currently located in the A-1, Agricultural/Open Space Zoning District to the R-1 Single-Family Residential Detached Zoning District

AERIAL MAP



APPLICABLE CODE SECTIONS

The following sections of the Code of Ordinances of Indianola, Iowa apply to this request:

165.38 CHANGES AND AMENDMENTS. The regulations and restrictions imposed in the districts, and the boundaries of the districts created by this chapter may be amended from time to time by the Council, but no such amendment shall be made without public hearing before the Council and after a report has been made upon the amendment by the Commission. Not less than seven nor more than 20 days' notice of the time and place of such hearing shall be published in a newspaper having general circulation in the City. The Commission shall not make any recommendation to the Council on an amendment to the zoning district boundaries until a sign 18 inches by 24 inches indicating the amendment requested has been prepared and posted by the City in a visible location on the premises for a period of 10 days. Notice of the Commission meeting shall be mailed by first class mail 10 days prior to the meeting to all property owners within 200 feet of a proposed amendment to the zoning district boundaries. In case the Commission does not approve the amendment or, in the case of a protest filed with the Council against an amendment to district boundaries signed by the owners of 20 percent or more either of the area of the lots included in such proposed amendment or of those immediately adjacent thereto and within 200 feet of the boundaries thereof, such amendment shall not be passed except by the favorable vote of three-fourths of all the members of the Council.

165.39 APPLICATION FOR CHANGE OF ZONING DISTRICT BOUNDARIES. Any person may submit to the Council an application requesting a change in the zoning district boundaries as shown on the official zoning district map. Such application shall be filed with the Administrative Officer accompanied by a fee of two hundred dollars (\$200.00) and shall contain the following information:

1. The legal description and local address of the property.
2. The present zoning classification and the zoning classification requested for the property.
3. The existing use and proposed use of the property.
4. The names and addresses of the owners of all property within two hundred (200) feet of the property for which the change is requested.
5. A statement of the reasons why the applicant feels the present zoning classification is no longer valid.

6. A plat showing the locations, dimensions and use of the applicant's property and all property within two hundred (200) feet thereof, including streets, alleys, railroads, and other physical features.
7. If the requested zoning change is from A-1 (Agricultural) to any other classification, the application shall contain the number of acres in each soil type for which a rezoning change is requested and the crop suitability rating of each. The soil type and its crop suitability rating shall be determined by the latest cooperative soil survey and accompanying data.
8. Prior to rezoning any property, the Planning and Zoning Commission and the City Council shall consider the following relative to orderly regulated development: adequate size and location of public sanitary sewer, adequate size and location of public water and the presence of existing hard surfaced streets. Nothing in this chapter shall be construed to mean the City has any regulatory power for property used for agricultural purposes outside the City limits.

ANALYSIS

The proposed rezoning is being requested to facilitate two (2) residential lots being split off from the current nine (9) acre parcel which would have frontage on South G Street. Currently, the property owner does not have any plans for the remaining ground. The rezoning plat that was submitted with this application shows the existing single-family dwelling at 1308 South G Street (a 1,080 SF dwelling built in 1900) and its associated 576 sq detached garage being split off on 0.50 acres. Additionally, the property owner intends to create a new 0.50-acre single-family lot south of 1308 South G Street where there sits an existing 280 sq ft detached garage. The remaining eight (8) acres will continue to stay vacant.

Elevate Indianola, the City's Comprehensive Plan, identifies this property as Low Density Residential. Low Density Residential calls for 2-5 dwelling units per gross acre and includes single-family detached dwellings and accessory dwelling units. Additionally, innovative/non-traditional single-family forms may be allowed if compatibility standards are met.

This property has frontage on South G Street on its west side. South G Street in this area is a gravel surfaced road. The corporate limits of Indianola are the centerline of East Plainview Road in this area. This property is bordered by other large lot single-family lots on its north, west, and south sides, including lots that are 3.00 acres, 1.17 acres, 1.66 acres and 8.34 acres.

The City has sanitary sewer service within South G Street with a manhole adjacent to this property with a depth of over 20 feet, and the ability to service the two proposed residential lots, as well as additional area on this land to the east. The remaining ground is able to be served by a sanitary sewer line that is on the land adjacent to this parcel to the east, located about 450' of the east property line. There is a 10" cast iron water main located in South G Street, adjacent to this property, which has the ability to service this property.

A notification sign was placed and notification letters were sent out to property owners within 200' on July 30, 2021. If the rezoning were to be approved, any proposed development would be subject to all subdivision requirements of the City of Indianola.

ALTERNATIVES

The City of Indianola Planning and Zoning Commission may consider the following alternatives:

- 1) The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, as submitted.
- 2) The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, with conditions.
- 3) The City of Indianola Planning and Zoning Commission recommends the rezoning request be denied.

- 4) The City of Indianola Planning and Zoning Commission remands the rezoning request, back to the applicant and/or staff for further review and/or modifications and directs staff to place this item on a future Planning and Zoning agenda.

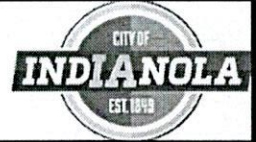
RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 1, approving the rezoning request as submitted.

LAND USE CHANGE APPLICATION

Community Development

110 North 1st Street, Indianola, Iowa 50125-0299
(515) 961-9430 • comdev@indianolaiowa.gov



PROPERTY OWNER

(Last Name) TeaMc LLC
(First Name) Tim McConnell and Rodger Teasdale
(Address) 400 South J st.
(City) Indianola (State) Iowa (Zip) 50125
(Phone) 515-491-8353 (Email) tim@timmccconnell.com

APPLICANT (if not Property Owner)

(Last Name) _____
(First Name) _____
(Address) _____
(City) _____ (State) _____ (Zip) _____



COMPREHENSIVE PLAN AMENDMENT

Submittal Requirements:

All submittal requirements must be completed. Incomplete applications will not be considered

- ☐ Completed Application
- ☐ Property Address: _____
- ☐ Filing Fee: \$225
- ☐ Current Designation: _____ Proposed Designation: _____
- ☐ A plat showing the locations, dimensions and use of the property and all property within two hundred (200) feet thereof, including streets and other physical features
- ☐ Written justification for proposed amendment
- ☐ Other Information as required by Director



REZONING

Submittal Requirements:

All submittal requirements must be completed. Incomplete applications will not be considered

- ☐ Completed Application
- ☒ Property Address: 1308 South G Street
- ☐ Filing Fee: \$250
- ☒ Current Zoning: A-1 Proposed Zoning: R-1
- ☐ Legal description (electronic in word format)
- ☐ All items as required by Section 165.39 of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owner(s) of the property. Pursuant to said authority, I hereby permit City officials to enter upon the property for the purpose of inspection related to this application.

Signature _____

Name (printed) _____

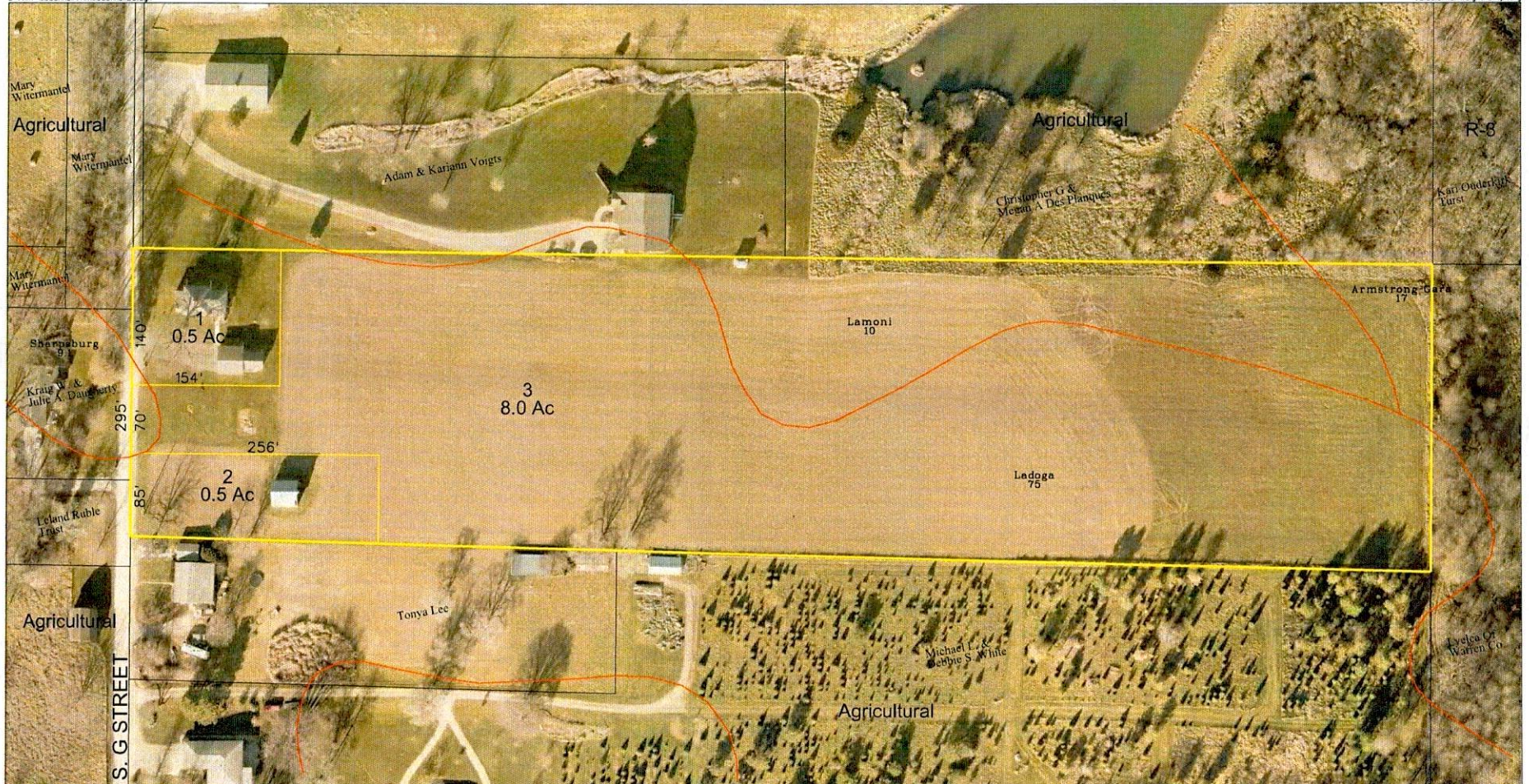
Date _____

FOR OFFICE USE ONLY: Code to 45989 (Rezoning)
45681 (Comp Plan)

Date Received: _____

Receipt No: _____

Receipt Amount: _____



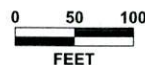
EXISTING ADDRESS
1308 S. G STREET
INDIANOLA, IOWA 50125

ZONING
EXISTING: A-1
PROPOSED: R-1

PROPERTY DESCRIPTION
THE NORTH (9) ACRES OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER (SE1/4 NW1/4) OF SECTION 36, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., WARREN COUNTY, IOWA.

DEVELOPER
TIM McCONNELL
400 SOUTH J. STREET
INDIANOLA, IA, 50125

CRS SOILS
LADOGA 75 = 78%
LAMONI 10 = 18%
ARMSTRONG-GARA 17 = 3%
SHARPSBURG 9.1 = 1%



TIM McCONNELL
INDIANOLA, IOWA

Exhibit "C"

07/20/2021

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE A-1 AGRICULTURAL/OPEN SPACE ZONING DISTRICT TO R-1 SINGLE-FAMILY RESIDENTIAL DETACHED RESIDENTIAL ZONING DISTRICT

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the A-1 Agricultural/Open Space Zoning District To R-1 Single-Family Residential Detached Residential Zoning District for real property legally described as the North Nine (9) Acres of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 36, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa.

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

Section 1: That the zoning is amended from the A-1 Agricultural/Open Space Zoning District To R-1 Single-Family Residential Detached Residential Zoning District for real property legally described as the North Nine (9) Acres of the Southeast Quarter of the Northwest Quarter (SE $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 36, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa.

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

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

PASSED AND APPROVED this _____ day of _____ 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

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



MEMORANDUM

To: Mayor and City Council

From:

Date: September 7, 2021

Subject: Public Hearing regarding a request from TeaMc LLC to rezone property located 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Recommendation: Roll call to open and close the Public Hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: September 7, 2021

Subject: First consideration of an Ordinance approving the rezoning of property located 1308 South G Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: September 7, 2021

Subject: First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa amending regulations for all-terrain vehicles and snowmobiles and creating regulations for golf carts.

Introduction:

Background: As the Council will recall, at its meeting on June 7, 2021, the City Council directed staff to draft and review an ordinance creating regulations that would allow for golf carts on City streets. As part of this, the Council also directed staff to also look at allowing utility vehicles (UTVs) on city streets. With the assistance of Snyder and Associates, the Planning and Zoning Commission, the Indianola Police Department and Legal Counsel, a draft ordinance for the Council's review is attached.

Discussion: As part of this review, it was realized that the City already had regulations in the Code of Ordinances as it relates to allowing all-terrain vehicles (ATVs), UTVs, and snowmobiles on City streets. This chapter of code is attached. Additionally, the City has identified the allowed snowmobile routes in Section 71.09 of the Code or Ordinances. There was no record of the allowed ATV/UTV routes that staff were able to find. The draft ordinance does the following as it relates to snowmobiles, ATVs and UTVs:

1. Moves the designated snowmobile routes from Section 71.09 to Section 75.04. It also updates the road names to better match current names.
2. Specifies that ATVs and UTVs are only allowed on streets with a posted speed limit of 35 MPH or less. Currently, state law prohibits the use of ATVs and UTVs on a highway unless certain conditions apply. These conditions are similar to what is proposed with Golf Carts.
3. Specifies that ATVs, UTVs and snowmobiles are only allowed to be operated on City streets between sunrise and sunset. This is proposed to help with the disturbance of noise from these types of vehicles, as well as to be consistent with what is proposed with Golf Carts.

The proposed code for golf carts follows Section 321.247 of the Iowa Code, which is attached. In summary, this code notes that anyone with a valid driver's license can operate a golf cart, and that golf carts are not allowed on any primary road extension through the City (Jefferson Way and 2nd Avenue). Furthermore, this section states that golf carts shall be equipped with a slow-moving vehicle sign and a bicycle safety flag and operate on the streets only from sunrise to sunset. Additionally, the proposed code would require golf carts to also have a rear-view mirror.

The proposed code specifies that golf carts would only be allowed on streets that have a speed limit of 35 MPH or less and allows for golf carts to be parked in standard automobile spaces. Additionally, the proposed code would allow golf carts to be used during special events.

The other rules of operation of Golf Carts within the city limits include:

1. Golf carts shall be driven as close as practicable to the right-hand edge of the road.
2. When necessary to prevent congestion of traffic, golf carts shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
3. Golf carts shall proceed in a single file.
4. No golf carts shall be operated on city sidewalks or multi-use trails (except for golf carts used as Other Power-Driven Mobility Devices).
5. The operator of a golf cart shall yield the right of way to pedestrians, bicycles, electric scooters, electric bicycles, and other micromobility devices.
6. The operator of the golf cart shall use hand signals to indicate turning movements and braking (unless it has turn signals or brake lights).
7. No golf cart shall be operated along city streets while under the influence.
8. No person shall operate a golf cart in a careless, reckless, or negligent manner.
9. The operator of a golf cart shall be responsible for the safety of all passengers on the golf cart.

The Planning and Zoning Commission first reviewed this item on July 13 and delayed action on the item until August 10 for more information. The memo that was given to the Planning and Zoning Commission at its August 10 meeting is attached. At its meeting on August 10, the Planning and Zoning Commission recommended the attached ordinance for adoption. In its motion, the Planning and Zoning Commission recommended that a person under sixteen years of age shall not operate any ATV, UTV snowmobile or golf cart. However, an exception was recommended to that rule that stated:

1. The operation is under the direct supervision of a parent, legal guardian, or another person of at least eighteen years of age authorized by the parent or guardian, who is experienced in the operation and who possesses a valid driver's license.
2. The operator has passed an official drivers' education course and had a certificate issued.

In the review of the recommended exceptions, Legal Counsel noted that the City does not have the ability to vary from what the State requires regarding age restrictions, and any proposed code must be in line with the State code. That opinion is attached.

Budget Impact:

Recommendation:

- Attachments:**
1. Indianola Code Ch 75
 2. State Code 321.247
 3. Attorney Opinion
 4. PZC Golf Carts and ATVs Memo
 5. Ordinance

CHAPTER 75

ALL-TERRAIN VEHICLES AND SNOWMOBILES

75.01 Purpose

75.02 Definitions

75.03 General Regulations

75.04 Operation of Snowmobiles

75.05 Operation of All-Terrain Vehicles

75.06 Negligence

75.07 Accident Reports

75.01 PURPOSE.

The purpose of this chapter is to regulate the operation of all-terrain vehicles and snowmobiles within the City.

75.02 DEFINITIONS.

For use in this chapter the following terms are defined:

1. "All-terrain vehicle" or "ATV" means a motorized vehicle, with not less than three and not more than six non-highway tires, that is limited in engine displacement to less than 1,000 cubic centimeters and in total dry weight to less than 1,200 pounds and that has a seat or saddle designed to be straddled by the operator and handlebars for steering control.

(Code of Iowa, Sec. 321I.1)

2. "Off-road motorcycle" means a two-wheeled motor vehicle that has a seat or saddle designed to be straddled by the operator and handlebars for steering control and that is intended by the manufacturer for use on natural terrain. "Off-road motorcycle" includes a motorcycle that was originally issued a certificate of title and registered for highway use under Chapter 321 of the *Code of Iowa*, but which contains design features that enable operation over natural terrain. An operator of an off-road motorcycle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

(Code of Iowa, Sec. 321I.1)

3. "Off-road utility vehicle" means a motorized vehicle, with not less than four and not more than eight non-highway tires or rubberized tracks, that has a seat that is of bucket or bench design, not intended to be straddled by the operator, and a steering wheel or control levers for control. "Off-road utility vehicle" includes the following vehicles:

(Code of Iowa, Sec. 321I.1)

A. "Off-road utility vehicle – type 1" includes vehicles with a total dry weight of 1,200 pounds or less and a width of 50 inches or less.

B. "Off-road utility vehicle – type 2" includes vehicles, other than type 1 vehicles, with a total dry weight of 2,000 pounds or less and a width of 65 inches or less.

C. "Off-road utility vehicle – type 3" includes vehicles with a total dry weight of more than 2,000 pounds or a width of more than 65 inches, or both.

An operator of an off-road utility vehicle is also subject to the provisions of this chapter governing the operation of all-terrain vehicles.

4. "Snowmobile" means a motorized vehicle that weighs less than 1,000 pounds, that uses sled-type runners or skis, endless belt-type tread with a width of 48 inches or less, or any combination of runners, skis, or tread, and is designed for travel on snow or ice. "Snowmobile" does not include an all-terrain vehicle that has been altered or equipped with runners, skis, belt-type tracks, or treads.

(Code of Iowa, Sec. 321G.1)

75.03 GENERAL REGULATIONS.

No person shall operate an ATV, off-road motorcycle or off-road utility vehicle within the City in violation of Chapter 321I of the *Code of Iowa* or a snowmobile within the City in violation of the provisions of Chapter 321G of the *Code of Iowa* or in violation of rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, equipment and manner of operation.

(Code of Iowa, Ch. 321G & Ch. 321I)

75.04 OPERATION OF SNOWMOBILES.

The operators of snowmobiles shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Streets. Snowmobiles shall be operated only upon streets that have not been plowed during the snow season and on such other streets as may be designated by resolution of the Council.

(Code of Iowa, Sec. 321G.9[4a])

2. Exceptions. Snowmobiles may be operated on prohibited streets only under the following circumstances:

A. Emergencies. Snowmobiles may be operated on any street in an emergency during the period of time when and at locations where snow upon the roadway renders travel by conventional motor vehicles impractical.

(Code of Iowa, Sec. 321G.9[4c])

B. Direct Crossing. Snowmobiles may make a direct crossing of a prohibited street provided all of the following occur:

(1) The crossing is made at an angle of approximately 90 degrees to the direction of the street and at a place where no obstruction prevents a quick and safe crossing;

(2) The snowmobile is brought to a complete stop before crossing the street;

(3) The driver yields the right-of-way to all on-coming traffic that constitutes an immediate hazard; and

(4) In crossing a divided street, the crossing is made only at an intersection of such street with another street.

(Code of Iowa, Sec. 321G.9[2])

3. Railroad Right-of-Way. Snowmobiles shall not be operated on an operating railroad right-of-way. A snowmobile may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321G.13[1h])

4. Trails. Snowmobiles shall not be operated on all-terrain vehicle trails except where so designated.

(Code of Iowa, Sec. 321G.9[4f])

5. Parks and Other City Land. Snowmobiles shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City. A snowmobile shall not be operated on any City land without a snow cover of at least one-tenth of one inch.

6. Sidewalk or Parking. Snowmobiles shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking" except for purposes of crossing the same to a public street upon which operation is authorized by this chapter.

75.05 OPERATION OF ALL-TERRAIN VEHICLES.

The operators of ATVs shall comply with the following restrictions as to where ATVs may be operated within the City:

1. Streets. ATVs and off-road utility vehicles may be operated on streets only in accordance with Section 321.234A of the *Code of Iowa* or on such streets as may be designated by resolution of the Council for the operation of registered ATVs or registered off-road utility vehicles. In designating such streets, the Council may authorize ATVs and off-road utility vehicles to stop at service stations or convenience stores along a designated street.

(Code of Iowa, Sec. 321I.10[1 & 3])

2. Trails. ATVs shall not be operated on snowmobile trails except where designated.

(Code of Iowa, Sec. 321I.10[4])

3. Railroad Right-of-Way. ATVs shall not be operated on an operating railroad right-of-way. An ATV may be driven directly across a railroad right-of-way only at an established crossing and notwithstanding any other provisions of law may, if necessary, use the improved portion of the established crossing after yielding to all oncoming traffic.

(Code of Iowa, Sec. 321I.14[1h])

4. Parks and Other City Land. ATVs shall not be operated in any park, playground or upon any other City-owned property without the express permission of the City.

5. Sidewalk or Parking. ATVs shall not be operated upon the public sidewalk or that portion of the street located between the curb line and the sidewalk or property line commonly referred to as the "parking."

6. Direct Crossing. An all-terrain vehicle or off-road utility vehicle may make a direct crossing of a highway provided all of the following occur:

(Code of Iowa, Sec. 321I.10[5])

A. The crossing is made at an angle of approximately ninety degrees to the direction of the highway and at a place where no obstruction prevents a quick and safe crossing.

B. The all-terrain vehicle or off-road utility vehicle is brought to a complete stop before crossing the shoulder or main traveled way of the highway.

C. The driver yields the right-of-way to all oncoming traffic which constitutes an immediate hazard.

D. In crossing a divided highway, the crossing is made only at an intersection of such highway with another public street or highway.

E. The crossing is made from a street, roadway, or highway designated as an all-terrain vehicle trail by any State

agency, the County, or the City to a street, roadway, or highway designated as an all-terrain vehicle trail by any State agency, the County, or the City.

75.06 NEGLIGENCE.

The owner and operator of an ATV or snowmobile are liable for any injury or damage occasioned by the negligent operation of the ATV or snowmobile. The owner of an ATV or snowmobile shall be liable for any such injury or damage only if the owner was the operator of the ATV or snowmobile at the time the injury or damage occurred or if the operator had the owner's consent to operate the ATV or snowmobile at the time the injury or damage occurred.

(Code of Iowa, Sec. 321G.18 & 321I.19)

75.07 ACCIDENT REPORTS.

Whenever an ATV or snowmobile is involved in an accident resulting in injury or death to anyone or property damage amounting to \$1,500.00 or more, either the operator or someone acting for the operator shall immediately notify a law enforcement officer and shall file an accident report, in accordance with State law.

(Code of Iowa, Sec. 321G.10 & 321I.11)

321.247 Golf cart operation on city streets.

1. *a.* Incorporated areas may, upon approval of their governing body, allow the operation of golf carts on city streets by persons possessing a valid driver's license. However, a golf cart shall not be operated upon a city street which is a primary road extension through the city but shall be allowed to cross a city street which is a primary road extension through the city.

b. The golf carts shall be equipped with a slow moving vehicle sign and a bicycle safety flag and operate on the streets only from sunrise to sunset.

c. Golf carts operated on city streets shall be equipped with adequate brakes and shall meet any other safety requirements imposed by the governing body.

2. Golf carts are not subject to the registration provisions of [this chapter](#).

3. A person who violates [subsection 1](#) commits a simple misdemeanor punishable as a scheduled violation under [section 805.8A, subsection 3](#).

[82 Acts, ch 1041, §1]

90 Acts, ch 1230, §66; 98 Acts, ch 1073, §9; 2000 Acts, ch 1203, §10; 2001 Acts, ch 137, §5; 2010 Acts, ch 1069, §45; 2010 Acts, ch 1190, §46

Referred to in §331.362, 805.8A(3)(b)

Charlie Dissell

From: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Sent: Friday, August 27, 2021 3:40 PM
To: Charlie Dissell
Cc: Brian Sher
Subject: Re: Golf Cart/ATV Ordinance

Charlie. Yes I think that you can just remove 75.08 all together. And there is nothing in the Iowa Code chapters 321G or 321I that specifies hours. So I think we are fine in setting the hours. Amy.

Amy S. Beattie



BRICK GENTRY PC

6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
T: 515-274-1450
F: 515-274-1488

Confidentiality Notice: The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

Treasury Circular 230 Disclosure: To the extent this communication contains any statement regarding federal taxes, that statement was not written or intended to be used, and it cannot be used, by any person (i) as a basis for avoiding federal tax penalties that may be imposed on that person, or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

From: Charlie Dissell <cdissell@indianolaiaowa.gov>
Date: Friday, August 27, 2021 at 12:08 PM
To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Cc: Brian Sher <bsher@indianolaiaowa.gov>
Subject: RE: Golf Cart/ATV Ordinance

Thanks Amy-

So if I just remove the addition of 75.08 all together, we should be OK since in Section 75.03 we already say "No person shall operate an ATV, off-road motorcycle or off-road utility vehicle within the City in violation of Chapter 321I of the Code of Iowa or a snowmobile within the City in violation of the provisions of Chapter 321G of the Code of Iowa or in violation of rules established by the Natural Resource Commission of the Department of Natural Resources governing their registration, equipment and manner of operation".

Also, since you didn't mention anything about us restricting the hours of operation between sunrise and sunset, there are no issues with that?

Thanks!

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
O- (515) 962-5276
cdissell@indianolaiowa.gov

From: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Sent: Friday, August 27, 2021 11:40 AM
To: Charlie Dissell <cdissell@indianolaiowa.gov>
Cc: Brian Sher <bsher@indianolaiowa.gov>
Subject: Re: Golf Cart/ATV Ordinance

Charlie. As we discussed last night, my opinion is no.

The Iowa Code generally provides as to traffic laws:

321.235 Provisions uniform.

The provisions of this chapter shall be applicable and uniform throughout this state and in all political subdivisions and municipalities therein and no local authority shall enact or enforce any rule or regulation in conflict with the provisions of this chapter unless expressly authorized herein. Local authorities may, however, adopt additional traffic regulations which are not in conflict with the provisions of this chapter.

321.236 Powers of local authorities.

Local authorities shall have no power to enact, enforce, or maintain any ordinance, rule, or regulation in any way in conflict with, contrary to, or inconsistent with the provisions of this chapter, and no such ordinance, rule, or regulation of said local authorities heretofore or hereafter enacted shall have any force or effect. However, the provisions of this chapter shall not be deemed to prevent local authorities, with respect to streets and highways under their jurisdiction and within the reasonable exercise of the police power, from doing any of the following: [None of the exceptions are applicable].

More specific to ATVs, the Iowa Code states:

321I.30 Consistent local laws — special local rules.

1. This chapter and other applicable laws of this state shall govern the operation, equipment, numbering, and all other matters relating to an all-terrain vehicle when the all-terrain vehicle is operated or maintained in this state. However, this chapter does not prevent the adoption of an ordinance or local law relating to the operation or equipment of all-terrain vehicles. The ordinances or local laws are operative only so long as they are not inconsistent with this chapter or the rules adopted by the commission.
2. A subdivision of this state, after public notice by publication in a newspaper having a general circulation in the subdivision, may make formal application to the commission for special rules concerning the operation of all-terrain vehicles within the territorial limits of the subdivision and shall provide the commission with the reasons the special rules are necessary.
3. The commission, upon application by local authorities and in conformity with this chapter, may make special rules concerning the operation of all-terrain vehicles within the territorial limits of a subdivision of this state.

My opinion that a change in the age from 12 to 16 IS inconsistent with Chapter 321I. If the City wants to change that age, your alternative is to make application to the DOT for a special rule.

Let me know if you have questions or need anything additional on it. Amy.

Amy S. Beattie



BRICK GENTRY PC

6701 Westown Parkway, Suite 100

West Des Moines, Iowa 50266

T: 515-274-1450

F: 515-274-1488

Confidentiality Notice: The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

Treasury Circular 230 Disclosure: To the extent this communication contains any statement regarding federal taxes, that statement was not written or intended to be used, and it cannot be used, by any person (i) as a basis for avoiding federal tax penalties that may be imposed on that person, or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

From: Charlie Dissell <cdissell@indianolaiowa.gov>
Date: Thursday, August 26, 2021 at 5:05 PM
To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Cc: Brian Sher <bsher@indianolaiowa.gov>
Subject: RE: Golf Cart/ATV Ordinance

Do we have the ability to up the age to 16 with certain exceptions like we proposed?

Thanks!

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
O- (515) 962-5276
cdissell@indianolaiowa.gov

From: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Sent: Thursday, August 26, 2021 5:03 PM
To: Charlie Dissell <cdissell@indianolaiowa.gov>
Cc: Brian Sher <bsher@indianolaiowa.gov>
Subject: Re: Golf Cart/ATV Ordinance

My advice is to use the exact wording of the Iowa Code and have a numbered paragraph for each. So have who can drive ATVs in Paragraph 75.08, who can drive Snowmobiles in Paragraph 75.08 and then renumber anything that needs to be renumber from there.

That said, I do think a bit muddled to have lumped snowmobiles in with ATVs in this ordinance. But if that is what the police (and everyone else) prefers I am fine with it. Amy.

Amy S. Beattie



BRICK GENTRY PC

6701 Westown Parkway, Suite 100

West Des Moines, Iowa 50266

T: 515-274-1450

F: 515-274-1488

Confidentiality Notice: The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

Treasury Circular 230 Disclosure: To the extent this communication contains any statement regarding federal taxes, that statement was not written or intended to be used, and it cannot be used, by any person (i) as a basis for avoiding federal tax penalties that may be imposed on that person, or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

From: Charlie Dissell <cdissell@indianolaiowa.gov>
Date: Thursday, August 26, 2021 at 4:53 PM
To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Cc: Brian Sher <bsher@indianolaiowa.gov>
Subject: RE: Golf Cart/ATV Ordinance

Can they be separated out and still same the same thing? If not, can you provide some guidance on what they should say?

Thanks!

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
O- (515) 962-5276
cdissell@indianolaiowa.gov

From: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Sent: Thursday, August 26, 2021 4:01 PM
To: Charlie Dissell <cdissell@indianolaiowa.gov>

Cc: Brian Sher <bsher@indianolaiaowa.gov>

Subject: Re: Golf Cart/ATV Ordinance

Charlie. My only issue is with Paragraph 75.08. You can't lump them together as you have set out in it.

The Iowa Code provisions concerning operation of ATV reads:

321I.21 Minors under twelve — supervision.

A person under twelve years of age shall not operate an all-terrain vehicle, including an off-road motorcycle, on a designated riding area or designated riding trail or on public land or public ice unless one of the following applies:

1. The person is taking a prescribed education training course and the operation is under the direct supervision of a certified all-terrain vehicle education instructor.
2. The operation is under the direct supervision of a responsible parent or guardian of at least eighteen years of age who is experienced in all-terrain vehicle operation or off-road motorcycle operation and who possesses a valid driver's license as defined in section 321.1.

While the Iowa Code provisions concerning operation of snowmobiles reads:

321G.20 Operation by persons under sixteen.

A person under sixteen years of age shall not operate a snowmobile on a designated snowmobile trail, public land, or public ice unless the operation is under the direct supervision of a parent, legal guardian, or another person of at least eighteen years of age authorized by the parent or guardian, who is experienced in snowmobile operation and who possesses a valid driver's license, as defined in section 321.1, or an education certificate issued under this chapter.

You need to separate them out in the ordinance. Amy.

Amy S. Beattie



BRICK GENTRY PC

6701 Westown Parkway, Suite 100

West Des Moines, Iowa 50266

T: 515-274-1450

F: 515-274-1488

Confidentiality Notice: The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

Treasury Circular 230 Disclosure: To the extent this communication contains any statement regarding federal taxes, that statement was not written or intended to be used, and it cannot be used, by any person (i) as a basis for avoiding federal tax penalties that may be imposed on that person, or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

From: Charlie Dissell <cdissell@indianolaiaowa.gov>

Date: Wednesday, August 11, 2021 at 1:35 PM

To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>

Cc: Brian Sher <bsher@indianolaiowa.gov>

Subject: RE: Golf Cart/ATV Ordinance

Hey Amy-

See attached version. We made one change after talking with PD to only allow ATV's and Snowmobiles between sunrise and sunset.

Thanks!

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
O- (515) 962-5276
cdissell@indianolaiowa.gov

From: Charlie Dissell
Sent: Wednesday, August 11, 2021 11:55 AM
To: 'Amy Beattie' <Amy.Beattie@brickgentrylaw.com>
Subject: RE: Golf Cart/ATV Ordinance

Thanks Amy!

Thanks!

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
O- (515) 962-5276
cdissell@indianolaiowa.gov

From: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Sent: Wednesday, August 11, 2021 11:51 AM
To: Charlie Dissell <cdissell@indianolaiowa.gov>
Subject: Re: Golf Cart/ATV Ordinance

Received and yes I can make that time schedule. Amy.

Amy S. Beattie



BRICK GENTRY PC
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
T: 515-274-1450

Confidentiality Notice: The information in this email may be confidential and/or privileged. This email is intended to be reviewed by only the individual or organization named above. If you are not the intended recipient or an authorized representative of the intended recipient, you are hereby notified that any review, dissemination or copying of this email and its attachments, if any, or the information contained herein is prohibited. If you have received this email in error, please immediately notify the sender by return email and delete this email from your system.

Treasury Circular 230 Disclosure: To the extent this communication contains any statement regarding federal taxes, that statement was not written or intended to be used, and it cannot be used, by any person (i) as a basis for avoiding federal tax penalties that may be imposed on that person, or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

From: Charlie Dissell <cdissell@indianolaiowa.gov>
Date: Wednesday, August 11, 2021 at 11:50 AM
To: Amy Beattie <Amy.Beattie@brickgentrylaw.com>
Subject: Golf Cart/ATV Ordinance

Hey Amy-

Can you please review the proposed ordinance that is attached? In summary:

1. Council asked us to look at adopting regulations allowing for Golf Carts. As part of that, they also wanted us to look at ATV's.
2. We already had regulations on the books for ATVs and Snowmobiles (Chapter 75)
3. We specified allowed snowmobile routes in Section 71.09. We proposed moving this to Chapter 75, Section 75.04.
4. We did not have anything on the books for allowed ATV routes. We propose to have these be the same as we propose for Golf Carts (roads with a speed limit of 35 MPH or less)
5. We wanted to be consistent on the age allowed to drive on all of these, which is 16.

If possible, can you have this reviewed by August 25 so we can get it on for first consideration at the Sept 7 Council meeting? Any questions, please let me know.

Thanks!

Charlie E. Dissell, AICP
Director of Community & Economic Development
City of Indianola
110 North 1st Street
Indianola, Iowa 50125
O- (515) 962-5276
cdissell@indianolaiowa.gov



COMMUNITY DEVELOPMENT

To: Planning and Zoning Commission
From: Emily Rizvic, Planning Intern
Charlie Dissell, Director
Date: September 1, 2021
Subject: Consideration and Adoption of provisions outlining golf cart operations within the corporate limits of the City of Indianola

Background

Iowa Code 321.247 *Golf Cart Operation on City Streets* enables cities to adopt local regulations for golf cart operations on city streets and Iowa Code 321I All-Terrain Vehicles enables cities to adopt local regulations for ATV operations. Regulations adopted by the city cannot be less strict than those adopted by the State.

Methodology

A comparison of ordinances of municipalities within Iowa was conducted by Community and Economic Development Staff. Ordinances that enabled the operation of golf carts, all-terrain vehicles (ATV's), and snowmobiles were reviewed from the following municipalities:

- Adel
- Altoona
- Ames
- Ankeny
- Clive
- Des Moines
- Eagle Grove
- Grinnell
- Grimes
- Huxley
- Johnston
- Newton
- North Liberty
- Norwalk
- Spencer
- Urbandale
- Waukee
- West Des Moines

A brief comparison of these ordinances adopted can be viewed in **Table 1**.

Table 1: A comparison of ordinances adopted that enable the operation of golf carts, all-terrain vehicles (ATV's), and snowmobiles within the corporate limits of said municipality.

Municipality	Population*	Golf Carts	ATV's	Snowmobiles
Adel	5,455	Yes	Yes	Yes
Clive	17,242	Yes	Yes	Yes
Eagle Grove	N/A	Yes	Yes	Yes

Grinnell	9,116	Yes	Yes – limited to snow removal operations	Yes – limited to snow removal operations
Huxley	N/A	Yes	Yes	Yes
North Liberty	19,501	Yes	No	Yes – Limited to snow removal operations
Spencer	10,952	Yes	Yes	Yes
Ames	66,258	Yes – Limited to university areas	No	No
Altoona	19,221	No	Yes	No
Ankeny	65,355	No	Yes	No
Des Moines	214,237	No	Yes	No
Johnston	22,582	No	Yes	Yes
Newton	15,182	No	No	No
Norwalk	11,938	No	Yes – Limited to snow removal operations	Yes – Limited to snow removal operations
Urbandale	44,379	No	No	No
Waukee	24,089	No	Yes	Yes
West Des Moines	67,899	No	No	Yes
Indianola	16,015	No	Yes	Yes

* Population counts are based on data provided by the U.S Census Bureau's Population Estimates Program (PEP) from 2019. Those unavailable contain a population of less than 5,000.

What Regulations are Adopted on the State Level?

The following are brief summaries of what regulations are adopted on the State level in regard to the operation of golf carts, all-terrain vehicles (ATV's), off-road utility vehicles and snowmobiles. Adopted codes by the cities may not be less strict than those adopted by the state.

Golf Carts

As outlined in Iowa Code 321.247, golf cart operation in city streets may be enabled by cities by persons possessing a valid driver's license. Operation of a golf cart may not occur on a city street which is a primary road extension through the city but may cross a city street that is. Additional requirements and codes are outlined in the chapter, including:

- Golf carts must be equipped with a slow moving vehicle sign, a bicycle safety flag, and adequate brakes. Other safety requirements may be imposed by the governing body.
- Operation may only commence from sunrise to sunset
- Those violating regulations are subject to a simple misdemeanor which is punishable as a scheduled violation

All-Terrain Vehicles (ATV's) and Off-Road Utility Vehicles

Iowa Code 321I *All-terrain vehicles* outlines the regulations surrounding ATV usage. The chapter covers registration, operation and required safety features. Additional requirements and codes are outlined in the chapter, including:

- ATV's may not be operated without suitable and effective muffling devices
- All ATV's operating during the hours of darkness must display a lighted headlight and taillight
- ATV's may not be operated on any public land, ice, or designated riding trails or in any park, wildlife area, preserve, refuge, game management area, or any portion of a meandered stream or any portion of the bed of a non-meandered stream which has been identified as a navigable stream or river
- Owners of rented ATV's must keep a record of the name and address of each person renting their ATV's, the departure date and time, and the expected time of return. These records must be preserved for six months
- Minors under the age of 12 shall not operate an ATV unless a person is taking a prescribed education training course and operation is under the direct supervision of a certified instructor or under the supervision of a responsible parent or guardian of at least 18 years of age and which possesses a valid driver's license

Snowmobiles

Iowa Code Chapter 321G *Snowmobiles* outlines the regulations surrounding snowmobiles usage. The chapter covers registration, operation and required safety features. Additional requirements and codes are outlined in the chapter, including:

- Snowmobiles may not be operated without suitable and effective muffling devices
- Every vehicle must be equipped with at least one headlight and taillight
- Minors under the age of 16 may not operate a snowmobile unless under direct supervision or an education certificate is issued

Current Adopted Regulations within the City of Indianola

The City of Indianola has adopted regulations for ATV's and snowmobiles within [Chapter 75 of the Code of Ordinances](#). The current code adopted for ATV's and Snowmobiles differs from the proposed code for golf carts in the following ways:

- Chapter 75 does not list equipment requirements as the proposed golf cart section does. The State of Iowa lists within the Chapter 321I and 321G certain equipment requirements for ATV's and snowmobiles (For example, mufflers)
- Chapter 75 does not outline or list which streets are permitted, and which are prohibited for ATV and snowmobile usage whereas the proposed code for golf carts does
- Chapter 75 does not outline hours of operation permitted for ATV's and snowmobiles whereas the proposed code for golf carts does

Additionally, staff found records of previous snowmobile routes that were established through resolution in the year 1982 and in 1974. The routes established in 1982 have expired since being designated. In order to establish these routes, the City Council would need to pass by resolution outlining the designated routes for ATV/Snowmobile travel.

Survey Responses

Community Development staff surveyed police departments from municipalities located within the State of Iowa regarding the operation of golf carts, ATV's and snowmobiles within their city's jurisdiction. A total of 6 responses were collected from the following municipalities:

- Altoona
- Ames
- Newton
- North Liberty
- Norwalk
- Urbandale

Of the 6 responses, one city indicated that they permit the operation of a golf cart within public streets. The respondent, North Liberty, indicated that in order to operate a golf cart in city streets, the following are required:

- Bicycle Safety Flag (Iowa Code)
- Adequate Breaks (Iowa Code)
- Slow Moving Vehicle Sign (Iowa Code)
- Headlights
- Taillights
- Rear View Mirror

Additionally, the respondent indicated that the maximum permitted speed of a golf cart of public city streets was 20 and that operators must be 18 years of age or older. The city indicated that within the last 5 years, no accident reports have been prepared and filed related to golf cart accidents. They have indicated that the municipality has received reports of individuals driving their carts where they should not be or that some are unaware of required permits for driving the golf cart. Of the other 5 responses received, municipalities indicated that there was little interest from city leaders and the public on adopting such ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA AMENDING REGULATIONS FOR ALL-TERRAIN VEHICLES, OFF-ROAD UTILITY VEHICLES, AND SNOWMOBILES AND CREATING REGULATIONS FOR GOLF CARTS.

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

Section 1. The following sections be and is hereby repealed by deleting the language as follows:

~~71.09 SNOWMOBILE ROUTES.~~

~~The following streets are designated as snowmobile routes within the City.~~

- ~~1. Country Club Road from Iowa Avenue on the south to the north City limits.~~
- ~~2. Euclid Avenue from North J Street on the east to Northwest 17th Street on the west~~
- ~~3. Euclid Avenue from 6th Street on the east to Highway 65-69 on the west.~~
- ~~4. Hillcrest Avenue from 15th Street on the west to the east City limits.~~
- ~~5. Iowa Avenue from North J Street on the west to the east City limits.~~
- ~~6. Kenwood Boulevard from Second Avenue on the south to Euclid Avenue on the north.~~
- ~~7. North J Street from Euclid Avenue on the south to Iowa Avenue on the north.~~
- ~~8. Northwest 17th Street from West Euclid Avenue on the south to the north City limits.~~
- ~~9. Plainview Avenue from the east City limits to South Jefferson Way on the west.~~
- ~~10. Waterworks Road from West Second Avenue on the north to the South City limits.~~
- ~~11. 6th Street from Iowa Avenue on the north to Euclid Avenue on the South.~~
- ~~12. 15th Street from the north City limits to the south City limits.~~
- ~~13. The closest route between an operators residence and one of the above designated routes shall also be considered a snowmobile route.~~

Section 2. The following sections be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

75.04 OPERATION OF SNOWMOBILES.

The operators of snowmobiles shall comply with the following restrictions as to where snowmobiles may be operated within the City:

1. Streets. Snowmobiles shall be operated only upon streets that have not been plowed during the snow season and on ~~such other streets as may be designated by resolution of the Council.~~the following streets designated as snowmobile routes within the City.

1. Country Club Road from Iowa Avenue on the south to the north City limits.
2. Euclid Avenue from North J Street on the east to North Y Street on the west.

3. Euclid Avenue from 6th Street on the east to Highway 65-69 on the west.
4. Hillcrest Avenue from 15th Street on the west to the east City limits.
5. Iowa Avenue from North J Street on the west to the east City limits.
6. Kenwood Boulevard from Second Avenue on the south to Euclid Avenue on the north.
7. North J Street from Euclid Avenue on the south to Iowa Avenue on the north.
8. North Y Street from West Euclid Avenue on the south to the north City limits.
9. Plainview Avenue from the east City limits to South Jefferson Way on the west.
10. South K Street from West Second Avenue on the north to the South City limits.
11. 6th Street from Iowa Avenue on the north to Euclid Avenue on the South.
12. 15th Street from Iowa Avenue on the north to the south City limits.
13. The closest route between an operators residence and one of the above designated routes shall also be considered a snowmobile route.

Section 3. The following sections be and is hereby amended by deleting the stricken language and inserting the underlined language as follows:

75.05 OPERATION OF ALL-TERRAIN VEHICLES.

The operators of ATVs shall comply with the following restrictions as to where ATVs may be operated within the City:

1. Streets. ATVs and off-road utility vehicles may be operated on streets only in accordance with Section 321.234A of the *Code of Iowa* and shall only be operated upon streets with a posted speed limit of 35 MPH or less. ~~or on such streets as may be designated by resolution of the Council for the operation of registered ATVs or registered off-road utility vehicles. In designating such streets, the Council may authorize~~ ATVs and off-road utility vehicles shall be authorized to stop at service stations or convenience stores along a designated street.

Section 4. The following sections be and is hereby added by inserting the language as follows:

75.08 HOURS OF OPERATION

An ATV, off-road utility vehicle, or snowmobile shall be operated on city streets and alleys only between sunrise and sunset.

Section 5. The following chapter and sections be and is hereby added by inserting the language as follows:

**CHAPTER 77
GOLF CART REGULATIONS**

77.01 PURPOSE.

77.02 DEFINITIONS.

77.03 OPERATION OF GOLF CARTS PERMITTED.

77.04 EQUIPMENT REQUIREMENTS.

77.05 HOURS OF OPERATION.

77.06 PROHIBITED STREETS.

77.07 RULES OF OPERATION.

77.08 PARKING.

77.09 USAGE DURING SPECIAL EVENTS.

77.10 PENALTY.

77.01 PURPOSE

The purpose of this chapter is to regulate the operation of golf carts within the City as enabled by Code of Iowa, Section 321.247.

77.02 DEFINITIONS

1. "Golf cart" means a three (3) or more wheeled recreational vehicle primarily designed for transportation of person(s) and sporting equipment in the sport of golf that is either electric powered or gas powered.

77.03 OPERATION OF GOLF CARTS PERMITTED

Golf carts may be operated upon city streets by persons possessing a valid driver's license, subject to the additional provisions of this Chapter.

(Code of Iowa, Sec. 321.247[1])

Golf carts and operators of golf carts are considered vehicles and shall be subject to the Indianola Traffic Code when operating on city streets.

Golf carts are not subject to registration provisions of Code of Iowa, Chapter 321.

(Code of Iowa, Sec. 321.247[2])

77.04 EQUIPMENT REQUIREMENTS

Golf carts operated upon city streets and alleys shall be equipped with a minimum of the following safety features:

1. A slow-moving vehicle sign
2. A bicycle safety flag, the bottom of which shall be above the top of the golf cart.
3. Adequate brakes

(Code of Iowa, Sec. 321.247[1])

4. Rear view mirror - driver's side.

77.05 HOURS OF OPERATION

Golf carts may be operated on city streets and alleys only between sunrise and sunset.
(Code of Iowa, Sec. 321.247[1])

77.06 PROHIBITED STREETS

Golf carts shall only be operated upon streets with a posted speed limit of 35 MPH or less and shall not be operated on any city streets which are a primary road extension through the city but shall be allowed to cross a primary road extension.
(Code of Iowa, Sec. 321.247[1])

77.07 RULES OF OPERATION

1. Except when executing a left turn, golf carts shall be driven as close as practicable to the right-hand edge of the right-most motorized travel lane.
2. When necessary to prevent congestion of traffic, golf carts shall be pulled to the right-hand edge of streets and be stopped to allow other motor vehicles traveling in the same direction to pass.
3. When two or more golf carts are being operated in the same direction and general vicinity, they shall proceed in single file.
4. Except for golf carts used as Other Power-Driven Mobility Devices (OPDMD), as defined in Chapter 76, no golf carts shall be operated upon city sidewalks or multi-use trails.
5. The operator of a golf cart shall yield the right of way to pedestrians, bicycles, electric scooters, electric bicycles, and other micromobility devices, as defined in Chapter 76.
6. If the golf cart is not equipped with turn signals, the operator of the golf cart shall use hand signals to indicate turning movements.
7. If the golf cart is not equipped with brake lights, the operator shall use hand signals to indicate braking.
8. No golf cart shall be operated along city streets while under the influence of alcoholic beverages, narcotics, or habit-forming drugs.
9. No person shall operate a golf cart in a careless, reckless, or negligent manner endangering the person or property of another or causing injury or damage to same.
10. The operator of a golf cart shall be responsible for the safety of all passengers on the golf cart and shall not allow reckless or dangerous behavior by passengers on said vehicles.

77.08 PARKING

Golf carts shall be parked in standard automobile parking spaces. Golf carts used as OPDMDs may be parked on other paved and unpaved surfaces on public property such that they do not cause damage to any surface. No golf carts, including those used as OPDMDs, may be parked in such a way as to obstruct vehicular, pedestrian, or bicyclist traffic.

77.09 USAGE DURING SPECIAL EVENTS

Golf carts may be used in support of special events sponsored or as permitted by the City. Operators and passengers shall comply with this chapter any other conditions established by the City for any specific event, which conditions shall be set forth in writing from the City Manager or designee.

77.10 PENALTY

A person who violates the provisions of Iowa Code, section 321.247 is guilty of a simple misdemeanor punishable as a scheduled violation under Code of Iowa, Section 805.8A, subsection 3.

(Code of Iowa, Sec. 321.247[3])

Section 6. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 7. Effective Date. This Ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

Passed by the City Council on the _____ day of _____, 2021, and approved

this _____ day of _____, 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of Indianola, Iowa, on _____, 2021, and was published on _____, 2021.

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Greg Chia, Fire Chief
Date: September 7, 2021
Subject: Resolution authorizing the purchase of three thermal imaging cameras from Sandry Fire Supply in an amount not to exceed \$20,892.00.

Introduction: This is a FY2022 capital improvement project.

Background: The fire department is currently using two thermal imaging cameras that are out-dated and parts are not reproduced to support the continued use of these models. The current units have exceeded their life span to provide reliable images during operations. This is a critical piece of equipment used during structural firefighting in the rescue phase of operations.

Discussion: There were three vendors who submitted quotes for replacement of the thermal imaging cameras. Danko Emergency Equipment, Heiman Fire Equipment and Sandry Fire Supply. All three quotes were within four hundred ninety-two dollars from low to high. There were some noted differences in the operational qualities of each camera. The FLIR was delayed in its focus while moving from object to object. The Bullard camera is small but was not operationally liked by department members. The MSA was picked for its easy operation and clear picture it provides. Members of the department evaluated all three brands early this year before making that decision.

Budget Impact: The cameras were part of the FY2022 Fire CIP Budget. The MSA E6000 model, quoted from Sandry Fire Supply, is the highest but out performed the other two brands during the evaluation period. All quotes were under the budgeted amount and the MSA E6000 model was \$9000.00 under the budgeted amount.





Recommendation: My recommendation is to accept the quote from Sandry Fire Supply for the MSA E6000 Basic model at a cost of \$20,892.00.

- Attachments:**
1. Equipment quotes from vendors
 2. Res 2021-authorizing purchase from Sandry Fire Supply



Quote
EST-009993

Sandry Fire Supply LLC
618 6th Street
DeWitt, Iowa 52742
U.S.A
5636592357

Bill To
Indianola, IA FD
110 N 1st St
Indianola, IA 50125

Estimate Date : 08/12/21
Expiry Date : 09/12/21
Reference# : Indianola.EV6000+.072921
Sales person : Jeff Feller

#	Item & Description	Qty	Rate	Amount
1	msa10218423(TIKO) E6000 Basic, LESS laser pointer/flashlight feature complete with a Truck Kit (consists of truck charger, two rechargeable batteries, retractable lanyard and user instructions). Includes 3-year warranty on camera. -TIKO Promo	3.00 Each	6,964.00	20,892.00
Sub Total				20,892.00
Total				\$20,892.00

Notes

Looking forward to earning your business.

Terms & Conditions

Shipping will be charged in addition when incurred.

WORK ORDER

Date 8-3-2021



☐ Invoice ☐ Order ☒ Quote ☐ Credit/Return ☐ Other

SALESMAN	
Name:	<u>Luke Cataldo</u>
Ph. <u>515 240-8040</u>	E-mail: <u>luke@heimanfire.com</u>

Heiman Fire Equipment | Federal ID # 42-0955663

2320 NW Blvd. Ashton, IA 51232
Ph. 712.724.6212 | 1.800.831.8547
Fax. 712.724.6474 | www.heimanfire.com

CUSTOMER	
Name	<u>Indainola</u>
Address	<u>110 N 1st st</u>
City	<u>Indianola</u> State <u>IA</u> Zip <u>50125</u>
Ph. <u>515-961-9405</u>	E-mail <u></u>
Customer # <u></u>	PO # <u></u>

SHIP TO	
☐ same as CUSTOMER	
Name	<u></u>
Address	<u></u>
City	<u></u> State <u></u> Zip <u></u>
Contact Name	<u></u> Contact Ph. <u></u>
☐ Commercial	☐ Residential

Qty Order	Qty Ship	Part Number	Description	Price	Total Amount
2			NXT Thermal Imager Bundle	\$6728	\$13,456.00
			With Trade in	\$	\$0.00
				\$	\$0.00
				\$	\$0.00
1			NXT Thermal Imager Bundle	\$6728	\$6,728.00
			Bullard special Pricing	\$	\$0.00
				\$	\$0.00
				\$	\$0.00
3		T3RETRACT	Retractable Laynard	\$50	\$150.00
				\$	\$0.00
				\$	\$0.00
		xtett	**Optional Thermal Throttle	\$	\$0.00
			Additional \$336 EA.	\$	\$0.00
				\$	\$0.00
				\$	\$0.00
				\$	\$0.00

Subtotal \$	19,619.13
Shipping & handling	
Tax rate ____% Tax	
Credit	
TOTAL \$	

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION AUTHORIZING THE PURCHASE OF THERMAL IMAGING CAMERAS
FROM SANDRY FIRE SUPPLY IN AN AMOUNT NOT TO EXCEED \$20,892.00**

WHEREAS, the Indianola Fire Department has budgeted for three thermal imaging cameras in the Fiscal Year 22 capital improvement budget; and

WHEREAS, after review of the quotes and performance quality of the cameras, the Department is recommending approval of the quote from Sandry Fire Supply.

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

1. The City Council approves the purchase of three thermal imaging cameras from Sandry Fire Supply in an amount not to exceed \$20,892.00.
2. The Mayor or City Manager are authorized and directed to execute any and all documents on behalf of the City.

Passed this 7th day of September 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: September 7, 2021
Subject: Consideration of a resolution authorizing the City's participation in the Central Iowa Code Consortium.

Introduction: The City of Indianola has been asked to re-sign the Memorandum of Understanding to participate in the Central Iowa Code Consortium.

Background: The consortium reviews and recommends building and fire code changes to create more uniform and consistent code requirements among central Iowa communities.

Discussion: Participation in the consortium allows our building and fire officials to participate in the code review process.

Budget Impact: There is no cost to participate.

Recommendation: Staff recommends approval of the resolution authorizing participation in the Central Iowa Code Consortium.

Attachments:

1. Memo to metro governments
2. Res 2021- authorizing participation in CICC
3. MOU with CICC

Memo

To: City Council & City Manager's Office

From: Central Iowa Code Consortium (CICC) Executive Committee

Re: Updated Memorandum of Understanding (MOU) for the Central Iowa Code Consortium

Date: May 28, 2021

Establishing the Central Iowa Code Consortium (CICC) was an initiative created in response to the Capital Crossroads visioning plan, Governance Capital, creating regional governance opportunities and operational coordination among Central Iowa communities. The purpose of the CICC is to review, discuss and make recommendations regarding building and fire codes. Effective building and fire codes promotes building safety, structural integrity and assures structures will maintain their value over time. CICC is also working to achieve more consistency in building and fire codes in communities across Central Iowa. Increasing consistency in these codes benefits community growth and economic development by reducing confusion caused by differing code requirements in Central Iowa communities.

In 2015, 15 metro communities and two Central Iowa counties signed a Memorandum of Understanding (MOU) to participate in the Central Iowa Code Consortium pledging their support to participate in the building and fire code review process. Through CICC code officials work with industry representatives to review and make recommendations regarding building and fire codes. This collaborative process promotes cooperation between government and industry and creates more uniform and consistent code requirements among Central Iowa communities.

The principal benefits of participating in the CICC are sharing resources and expertise when completing the code review process which results in efficient use of staff time, more consistent codes between communities, and creating a cooperative working relationship with the building industry.

CICC has successfully completed two code review cycles (2015 & 2018). Samples of success include:

- More Central Iowa communities have adopted and are currently utilizing the most recent building and fire codes (2018).
- Many participating Central Iowa communities have collaborated and adopted codes that are nearly alike which reduces confusion and conflicts for private industry.
- Contractors and design professionals are more engaged with the code development and adoption process.
- The 2018 process yielded local amendments (recommended by the CICC) that are now incorporated into the International Code Documents for the 2021 cycle

Collaborating the Code Adoptions Efforts of:

City of Altoona, City of Ankeny, City of Bondurant, City of Carlisle, City of Clive, City of Des Moines, City of Grimes, City of Indianola, City of Johnston, City of Norwalk, City of Pleasant Hill, City of Polk City, City of Urbandale, City of Waukee, City of West Des Moines, City of Windsor Heights, Dallas County, Polk County

As CICC begins the 2021 code review, the Executive Committee has reviewed what we have learned through the first two code review cycles, what can we do better and how best to measure the success of our effort. We also conducted a survey of design professionals and contractors to obtain their feedback and ideas on how the CICC process is working and what we can do better. Additionally, we received helpful feedback from the Mid-Iowa Construction Code Committee (MICCC), a group of local building code officials. Using what we have learned, we are improving our process for the 2021 code review by:

- Creating a better balance of building and fire officials on the Executive Committee.
- Removing from the CICC review process codes that are adopted by the State of Iowa; Electrical Code, Energy Code, Mechanical Code, Plumbing code. Although CICC is not completing an in-depth review of these state-mandated codes, we plan to provide feedback to the state governing boards as appropriate.
- Working to streamline the code approval process.
- Working to improve transparency of the CICC code review process and providing more helpful information on our website.

Attached is an updated Memorandum of Understanding (MOU) for communities to consider participation in CICC. **We are asking Central Iowa Communities to consider approving the MOU to enable us to continue the work of the CICC.** Although we have accomplished a lot over the past six years there is much more we can accomplish with the support and commitment of Central Iowa communities.

There is no financial commitment for Central Iowa communities to participate in CICC. In considering the updated MOU, we request community support by allowing building and fire code officials to participate in the code review process. The more communities represented on CICC committees, the better we can do to create more consistent codes across Central Iowa.

The CICC process would not be successful without the talented and dedicated building and fire code professionals that work in communities throughout Central Iowa. These officials have spent many hours reviewing codes, participating in committee meetings and recommending code proposals for consideration by Participating Communities. Without their knowledge and commitment, the CICC would not be able to perform such a quality code review.

We would also like to recognize the design professionals and contractors that have given their time to participate in the CICC code review process. Their involvement has created a true public/private partnership that has a positive economic impact on Central Iowa.

Thank you for your consideration.

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION AUTHORIZING THE CITY'S PARTICIPATION
IN THE CENTRAL IOWA CODE CONSORTIUM**

WHEREAS, the Central Iowa Code Consortium ("CICC") was established in 2015 with the purpose of completing a review of the international building and fire codes in order to create more consistent and uniform codes in central Iowa communities; and

WHEREAS, effective building and fire codes promotes building safety, structural integrity and assures structures will maintain their value over time; and

WHEREAS, local governments are asked to authorize participation in the CICC at no cost to the municipality in order to create consistency in codes across central Iowa, which will benefit community growth and economic development by reducing confusion caused by differing code requirements; and

WHEREAS an agreement is needed to authorize City staff to participate in the consortium; and

WHEREAS, the attached Memorandum of Understanding authorizes building and fire code officials to participate in the code review process.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the attached Memorandum of Understanding between the City of Indianola and the Central Iowa Code Consortium is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

PASSED AND APPROVED by the Indianola City Council this 7th day of September 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

MEMORANDUM OF UNDERSTANDING FOR THE CENTRAL IOWA CODE CONSORTIUM (CICC)

May 28, 2021

This Memorandum of Understanding (hereafter the "MOU") for the Central Iowa Code Consortium is made and entered into by and between the following Central Iowa Communities who have elected to enter and sign this MOU:

(communities to be added once approved)

Cities and/or municipalities that have signed this document shall be collectively referred to as "Participating Communities."

This document, upon approval by seven or more communities, shall rescind and replace the original document from April 9, 2015.

Central Iowa Communities have realized through participation in the CICC the benefits of aligning code provisions among communities. Aligning code provisions reduces confusion for businesses, developers and citizens to follow and understand code requirements. Central Iowa is in a great position for future growth and more consistent building and fire codes among communities will benefit the metro economy.

This MOU is a mutual agreement among Participating Communities for the purpose of creating and implementing the Central Iowa Code Consortium.

1. BACKGROUND

Capital Crossroads is a planning effort to assure the Central Iowa region (defined as a fifty-mile radius from Des Moines) can grow and prosper. It began with eight organizations (including Bravo Greater Des Moines, Community Foundation of Greater Des Moines, Des Moines Area Metropolitan Planning Organization, Greater Des Moines Partnership, Iowa State University, Prairie Meadows, and United Way of Central Iowa) joining together to sponsor the planning process. 50 citizens participated in the steering committee and the effort engaged more than 5,000 people participating through one-on-one interviews, focus groups and online surveys.

One of the Capital Crossroads focus areas, known as "Capitals", is Governance. The purpose of the Governance Capital is to encourage local governments to sustainably manage growth without sacrificing essential public services by considering high-value, consensus-based strategies to effectively serve our communities. The Central Iowa Code Consortium began as an initiative of Capital Crossroads.

In the summer of 2012 representatives from many Central Iowa governments met to discuss opportunities for greater cooperation and ways to provide more efficient and effective service. As a result of the meeting local governments were asked to approve a "Resolution in Support for Local Government Collaboration."

A pilot program was established to identify ways to increase the amount of formal collaboration between cities and counties. 15 cities and three counties partnered with the Taxpayers Association of Central Iowa and Des Moines Area Community College's (DMACC) Business Resources (DBR) in the pilot program. Two functions of government were selected for the pilot: Public Works and Fire/Emergency Medical Services (EMS).

One of the focus areas for the pilot was the fire code and related code adoption processes. A Unified Code Team was established that consisted of volunteers representing fire service and city administration. The Unified Code Team reviewed the fire codes from many metro communities and identified the similarities and differences. As the team evaluated the fire codes it became evident that all construction and maintenance codes must work together to make them more efficient and effective. The Team's discussion expanded to include the building, residential, electrical, energy, fire, mechanical, and plumbing codes. The conversation was again expanded to include the property maintenance, existing building, swimming pool and spa, and the fuel gas codes.

The Unified Code Team researched models for providing a unified code approach and found a successful model in southern Nevada. The idea is to create a process where codes will be reviewed and discussed by government and industry leaders with the goal of reaching consensus on code provisions and making recommendations to Participating Communities. The more consistency there is among Central Iowa communities in adopting and enforcing building and fire codes, the fewer barriers there are in growing the regional economy.

The Central Iowa Code Consortium has served Central Iowa communities since 2015 and as of 2021 has successfully navigated two code adoption cycles. As a result of this effort, many Participating Communities have updated their adopted codes, improved Insurance Services Office (ISO) ratings, and realized increased consistency among their neighboring communities. Aligning code provisions reduces perceived competitive disadvantages for development, promotes safety and responsible development, and reduces confusion during the design and construction process.

2. PURPOSE OF THE CENTRAL IOWA CODE CONSORTIUM (CICC)

All Participating Communities have a mutual interest and responsibility for code development, adoption and enforcement to protect life, health, property and the environment. The purpose of the consortium is to have a process whereby government and industry can work together to review, discuss and recommend code provisions for consideration by the Participating Communities. Participating Communities will have the final say on the code provisions that are adopted for their community.

The Code Consortium will provide the following benefits to Participating Communities:

- a. Government and private sector working together toward a common voice in code development.
- b. Similar and consistent code provisions among Participating Communities.
- c. Assure key stakeholders are involved in the discussion regarding city codes.
- d. Utilization of local subject matter experts representing the public and private sector in reviewing and recommending code provisions.
- e. More efficient and consistent code interpretation and enforcement among Participating Communities.
- f. More consistency and less confusion among businesses, developers, designers, architects and citizens that work in multiple jurisdictions.

3. RESPONSIBILITIES UNDER THE MEMORANDUM OF UNDERSTANDING (MOU)

The Code Consortium shall consist of an Executive Committee and Code Committees for each of the codes. All Participating Communities should encourage staff to participate in code reviews and committee discussion whether or not they serve on a committee.

a. EXECUTIVE COMMITTEE

The Executive Committee shall consist of:

- Five code/building officials
- Three fire officials
- Three representatives of local government administration (e.g., city/county manager/administrator, planning/community development director)

The purpose of the Executive Committee is to review, discuss and make recommendations regarding building and fire codes (see section 3b). The CICC will make every effort to avoid making recommendations or changes to the administrative provisions of any codes. Permits, permit process, fees, appeals, etc. will be left to each individual community to adopt and implement.

In selecting individuals to serve on the Executive Committee care should be taken to assure the representatives are subject matter experts regarding city codes. If possible, Executive Committee members should represent different communities and communities of all sizes and geographic areas across Central Iowa. The process to select representatives for the Executive Committee:

- The Mid-Iowa Construction Code Committee (MICCC) shall select five of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made by the Committee to reach out to all building officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Polk County Fire Chief's Association (PCFCA) shall select three of their members to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all fire officials from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.
- The Metro Managers Group shall select three of their members or planning/community development directors to serve on the Executive Committee. Prior to selecting the representatives an effort should be made to reach out to all chief administrative officials and planning/community development directors from Participating Communities to determine their interest in serving on the Executive Committee and encourage them to participate in the code review process.

b. CODE COMMITTEES

A Code Committee will be established to address each of the following codes:

- International Fire Code (IFC)
- International Building Code (IBC)/International Existing Building Code (IEBC)
- International Residential Code (IRC)
- Joint Fire/Building Committee - this committee will focus on provisions shared between the fire and building codes as determined by the Executive Committee.

Each Code Committee will consist of seven members:

- Four representing government (staff)
- Three representing industry

The purpose of the Code Committees is to review, discuss and make recommendations to the Executive Committee regarding building and fire codes.

- Individuals that are interested in serving on a Code Committee will make an application to the Executive Committee. The Executive Committee will review applications and make appointments to the Code Committees. In selecting individuals to serve on the Code Committees care should be taken to select members that represent large and small communities as well as a geographic balance across Central Iowa. Industry should be represented by large and small companies as well as companies that work in multiple communities in central Iowa. It is important that representatives selected to serve on each committee have subject matter expertise. Below is a list of recommended qualifications and professionals that should be represented on each Code Committee. If there are no individuals that meet these qualifications that are available or willing to serve on the committees, individuals of similar qualifications should be selected.
- Fire Code Committee:
 1. Chief Fire Officer
 2. Fire Marshal/Inspector
 3. Fire Marshal/Inspector
 4. Fire Marshal/Inspector
 5. Fire Alarm/Sprinkler Contractor
 6. Licensed Fire Protection Engineer or NICET 4 certified person
 7. Architect or a person that is a site/safety or health/safety professional
- International Building Code (IBC)/International Existing Building Code (IEBC) Committee:
 1. Building Inspector
 2. Building Official
 3. Building Official/Inspector/Plans Examiner
 4. Building Official/Inspector/Plans Examiner
 5. Licensed Architect
 6. Structural Engineer
 7. General Contractor (commercial)

- International Residential Code (IRC) Committee:
 1. Building Official
 2. Residential Construction (Combination) Inspector
 3. Residential Construction (Combination) Inspector
 4. Fire Official
 5. Home Builders Association Representative
 6. General Contractor (residential)
 7. Residential Design Professional
- Fire/Building Joint Committee:
 1. Building Official
 2. Fire Official
 3. Plans Examiner (fire and/or building)
 4. Plans Examiner (fire and/or building)
 5. Licensed Architect
 6. Mechanical Engineer /Fire Protection Professional or closely related field
 7. Passive Fire Protection Product Specialist

The CICC Executive Committee may establish Committees to review and make recommendations to the State of Iowa on the following trade codes:

National Electrical Code (NEC) published by the National Fire Protection Association

International Energy Conservation Code (IECC) published by the International Code Council

International Mechanical Code (IMC) published by the International Code Council

Uniform Plumbing Code (UPC) published by the International Association of Plumbing and Mechanical Officials

NFPA 54/58 published by the National Fire Prevention Association (NFPA)

4. ADMINISTRATION

The administration of this MOU shall be the responsibility of the Central Iowa Code Consortium Executive Committee. All requests, suggestions, recommendations and questions regarding the administration of the MOU and the operation of the Consortium shall be submitted in writing to the Executive Committee.

This MOU shall become effective upon the date that at least seven (7) Central Iowa Communities have executed the MOU and delivered an original or certified copy of the executed MOU to the Executive Committee Secretary. This MOU shall remain in effect until it is dissolved by the passage of a resolution by a majority of the Participating Communities supporting the dissolution of the Central Iowa Code Consortium.

- a. This MOU may be amended by written agreement between the Participating Communities.
- b. The Executive Committee shall have the authority to create, dissolve or amend Code Committees to assure they are functioning in an effective and efficient manner.
- c. Any change that significantly alters the purpose, governance, structure or scope of the MOU must be approved by Addendum by the governing body of each Participating Community.

- d. If a community desires to become a Participating Community after this MOU has been adopted, they must provide a written request and documentation that the governing body has approved the MOU to the Executive Committee. The Executive Committee is responsible for approving new Participating Communities
- e. A Participating Community that is a party to this MOU may choose to terminate their involvement by providing 90-day written notice to the Executive Committee.

IN WITNESS WHEREOF, this Memorandum of Understanding has been executed by the authorized representatives of the Participating Communities on dates identified on each signature page.

City of Indianola, Iowa

(SEAL)

By: _____
Pam Pepper, Mayor

ATTEST:

By: _____
Andy Lent, City Clerk

STATE OF IOWA)
) SS
County of Polk)

On this ____ day of _____, 2021, before a Notary Public in and for the City, personally appeared Pam Pepper and Andy Lent to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectfully of Indianola, Iowa, a municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said municipality, and that said instrument was signed and sealed on behalf of said Municipality, by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council

From:

Date: September 7, 2021

Subject: Receive and file correspondence from August 13, 20 and 27, 2021 from City Manager, Ryan Waller.

Recommendation: Simple motion is in order.

Attachments:

1. Waller's Weekly 08.13
2. Waller's Weekly 08.20
3. Waller's Weekly 08.27

Jackie Raffety

From: Jackie Raffety
Sent: Friday, August 13, 2021 3:55 PM
Subject: Waller's Weekly 08.13

Good afternoon! I hope this finds you well. Below is the weekly update. As always, if you have any questions, please reach out to city staff at 515-961-9410 or email rwaller@indianolaiowa.gov.

Have a great weekend!

Jackie Raffety
Deputy City Clerk
City of Indianola
110 N 1st St
Indianola, IA 50125
515-961-9410, option 1
515-962-5240



August 16 City Council Meeting

The City Council will meet on Monday, August 16 for its regular meeting. The agenda and comprehensive meeting materials are available on the City's website (linked below). The meetings are aired live via the City's YouTube Channel and a Zoom Webinar (links and login information may be found in the meeting packet).

[Agenda Center \(LINK\)](#)

2020 US Census Data

According to an article published by the Des Moines Register linked below, the US Census has released local-level figures, and Indianola's 2020 population was 15,833. The City has not yet received official data from the US Census.

[Des Moines Register Article \(LINK\)](#)

Streetscape Petition and Court Filing

A hearing on the second petition filed against the City of Indianola regarding the Square Reconstruction (Streetscape) project was held on August 11, 2021 at 5:30 p.m. in the Board Room of the Warren County Administrative Building (301 N. Buxton Street). The ruling will be decided at the September 7 meeting of the State Appeal Board.

The City has also been notified that the first petition, which was dismissed by the State in June, has been appealed to District Court. No dates have been set for this case.

Square Reconstruction (Streetscape) Project Update

Phase 1 of the Square Reconstruction Project continued this week on Buxton Street, with storm sewer installation. The contractor also worked this week to recompact the utility trenches along Salam and Buxton. Additionally, IMU Electric was on site this week to put in a crossing across Salem between Buxton and B Street for the future undergrounding of the electric utility in this area. All major utility work associated with Phase 1 has been completed and next week, the contractor will begin pavement subgrade work along Salem, including the preparation of rock chambers and subdrains for the pervious pavers. It is anticipated that Phase 1 construction will be completed by mid-November.

Project Information (LINK)

Rental Housing Program

The State of Iowa requires cities with a population of 15,000 or more to adopt a residential rental inspection code. The City hosted a community meeting on August 5 and again this week on August 12. The recording from the August 5 and August 12 meetings are linked below. An online survey is also available for those that are unable to attend the community meetings. Details about the program and the community events may be found via the links provided below.

August 5 Recording (LINK)

August 12 Recording (LINK)

Information about the Rental Housing Program (LINK)

Rental Housing Survey (LINK)

South R Street Repairs

Street Division crews continued to perform full-depth pavement repairs on South R Street. Construction work started in late May and to-date a total of more than 924 hours of labor and 405 cubic yards of concrete to repair approximately 15,400 square feet of pavement have been required. They have also crack sealed pavement joints on South R Street by using 1,200 pounds of sealants as part of a preventative maintenance process to help prolong the pavement life. To date, they have finished the pavement repairs on the midblock section of South R Street between 1002 South R Street and the cul-de-sac on 1312 South R Street. The construction work will progress towards the pavement repairs located north of 1002 South R Street. The project should be completed in September.

Valley Place Pavement Reconstruction Project

A meeting with the property owners directly impacted by this reconstruction project has been scheduled for August 17, 2021. This project will replace the existing concrete pavement on Valley Place, from North 1st Street to North Jefferson Way, which has failed beyond repair and requires complete reconstruction. The City Council has awarded the construction contract to TK Concrete for a total amount of \$210,620. The construction is expected to begin the week of August 30th and be substantially completed by October 30, 2021.

WRRF Update

The construction of the Water Resource Recovery Facility is approximately 45% complete. There are two completion dates the contractor agreed to as part of the contract, Substantial and Final. The current Substantial Completion date when the plant will be online is April 29, 2022. The current Final Completion date is July 9, 2022 and consists of seeding and other small tasks not associated with the operation of the treatment plant. Weekly videos taken by staff along with drone pictures taken by the City's engineer can be viewed at the link below.

WRRF Project Updates (LINK)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

This week, a preliminary plat for Heritage Hills Plat 12 was submitted which includes 20 lots for 40 semi-detached units. Of the 16 projects listed, nine are in review, and seven have been approved and are in construction.

2021 Building Permits (PDF)

This week, two building permits were submitted and three were issued. There are currently four building permit applications in review and 129 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 27 open code enforcement cases (87 code enforcement cases have been opened for the year).

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

Anticipated Draft Agenda – September 7, 2021 (PDF)

Anticipated Draft Agenda – September 20, 2021 (PDF)

Jackie Raffety

From: Ryan Waller
Sent: Friday, August 20, 2021 3:53 PM
To: City Employees
Subject: FW: Waller's Weekly 8.20.21

Good afternoon, all.

I hope this finds you well. Below, please find the weekly update for Friday, August 20th. As always, if there are any questions, please let me know.

Have a great weekend.

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Local Option Sales Tax (LOST)

Linked below is a letter providing the FY22 LOST payment estimates from the Iowa Department of Revenue (IDR) to the City of Indianola. According to the document, the amount the City may expect to receive is **\$2,018,392.70**, which continues to outpace original estimates for this sales tax. Please note that this document does not include the extra transaction in November which is the FY2022 reconciliation. This is an indication of a strong local economy here in our community, as well as our County.

IDR Letter (PDF)

Streetscape District Court Filing

The City was recently approved as an Intervenor in a court case brought against the State of Iowa because of the dismissal of an earlier petition filed against the City of Indianola regarding the Square Reconstruction (Streetscape) project. Linked below, please find all relevant court filings on this matter.

District Court Filing (PDF)

Order Granting Intervention (PDF)

Application for Intervention (PDF)

Square Reconstruction (Streetscape) Project Update

Phase 1 of the Square Reconstruction Project continued this week with compaction, subgrade work on Salem Avenue, and installation of a modified subbase along Salem Avenue. Additionally, the construction of rock chambers for permeable pavers began on Salem Avenue, which included the installation of subdrains, cleanouts, monitoring wells and stub outs for roof drain connections on buildings. Next week, construction of the rock chambers will continue along Salem Avenue, as well as subgrade preparation on Buxton Street. Additionally, the contractor anticipates the preparation and paving of the Salem Avenue/B Street intersection next week, with anticipation of having that intersection opened back up before the Labor Day holiday weekend. It is anticipated that Phase 1 construction will be completed by mid-November.

Project Information (LINK)

Valley Place Pavement Reconstruction Project

A pre-construction meeting was held with businesses adjacent to this project on Tuesday of this last week. This project, which is scheduled to begin August 30, will replace the existing failed concrete pavement on Valley Place, from North 1st Street to North Jefferson Way. This project will be staged in two different construction phases to allow vehicular access on all properties directly impacted by this construction. The first stage will begin on the west end of this project, as shown in the area in blue found in the map linked below. The second stage, the area shown in green color, will remain open for vehicular access until the first stage is completed. The project is expected to be completed by October 30, 2021.

Project Map (PDF)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 16 projects listed, nine are in review, and seven have been approved and are in construction.

2021 Building Permits (PDF)

This week, three building permits were submitted. There are currently seven building permit applications in review and 129 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 31 open code enforcement cases (99 code enforcement cases have been opened for the year).

DSM Home Builders Association Report (PDF)

This week, the Des Moines Home Builders Association released its monthly building permit report. Metro-wide 37 less permits were issued in July 2021 compared to July 2020, and 801 more permits have been issued year-to-date 2021 compared to 2020.

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

Anticipated Draft Agenda – September 7, 2021 (PDF)

Anticipated Draft Agenda – September 20, 2021 (PDF)

Jackie Raffety

From: Ryan Waller
Sent: Friday, August 27, 2021 6:23 PM
To: Ryan Waller
Subject: Waller's Weekly 8.27.21

Good evening, all.

I hope you had a great week. Below, please find this week's update email. As always, if there are any questions, please let me know. Have a great weekend!

Ryan



Ryan J. Waller

City Manager

rwaller@indianolaiowa.gov

p: 515.962.5274

110 N. 1st Street – Indianola, Iowa 50125

Consolidated Property Tax Rates

The following is a table listing the consolidated property tax rates for Indianola and several other Metro communities. This table is published by the State of Iowa and allows users to view a ranked list of consolidated rates for every community in Iowa for Fiscal Year ending June 30, 2022. A consolidated rate, which is a combination of the tax rates for the County, City, School District, and a few other smaller taxing governments, is used to determine the total property tax bill. The City's portion of the consolidated tax rate below is \$13.63. For comparison, Norwalk's city-only portion of the rates shown in the table is \$15.14, and Carlisle's is \$14.89.

STATE RANK	CITY NAME	CONSOLIDATED RATE*
9	DES MOINES	\$46.48788
18	NORWALK	\$44.93071
36	CARLISLE	\$43.32456
49	WINDSOR HEIGHTS	\$42.47682
81	ALTOONA	\$41.00236
88	GRIMES	\$40.60840
111	WEST DES MOINES	\$39.95727
118	ANKENY	\$39.81016

STATE RANK	CITY NAME	CONSOLIDATED RATE*
119	URBANDALE	\$39.78701
125	JOHNSTON	\$39.64987
132	INDIANOLA	\$39.57583
163	PLEASANT HILL	\$38.79954
264	WAUKEE	\$36.80184
374	CLIVE	\$34.93754
January 2020 tax year (Fiscal Year 2021/22) Payable September 2021 & March 2022		

**According to the State, for cities with multiple consolidated rates, the highest consolidated rate is used.*

Valley Place Pavement Reconstruction Project

The Valley Place reconstruction project is scheduled to begin Monday, August 30. If traveling in this area, please use caution and allow for extra travel time. The project will replace the failed pavement on Valley Place, from North 1st Street to North Jefferson Way. This project will be staged in two different phases to allow vehicular access on all properties directly impacted by this construction. The first stage will begin on the west end of this project, as shown in the area in blue found in the map linked below. The second stage, the area shown in green color, will remain open for vehicular access until the first stage is completed. The project is expected to be completed by October 30, 2021.

- [Project Map \(PDF\)](#)

Square Reconstruction (Streetscape) Project Update

Phase 1 of the Square Reconstruction Project continued this week with the completion of rock chambers for permeable pavers on Salem Avenue, which included the installation of subdrains, cleanouts, monitoring wells and stub outs for roof drain connections on adjacent buildings. Additionally, concrete was poured at the intersection of B Street and Salem Avenue, with the hopes of having this intersection back open the week of Labor Day. Next week, main line paving along Salem Avenue is scheduled to begin. It is anticipated that Phase 1 construction will be completed by mid-November.

- [Project Information \(LINK\)](#)

Citizen Police Academy

The City's police department will be hosting a Citizen Police Academy on October 12 and 19. Space is limited to 12 residents. Participants must be at least 21 years of age. There is no cost to participate. To apply, please review and complete the materials on the City's website which may be found via the link below.

- [Citizen Police Academy Details \(LINK\)](#)

Agenda Center Upgrades

The City recently upgraded the agenda center found on the website. Current, upcoming, and recent meetings/events are listed in date order and include an option to view associated files and materials. Clicking on a current event opens the agenda item and files, which now include hyperlinks to provide easy access to a particular agenda item and available documentation, without having to scroll through the entire document (which can be a few hundred pages long). Residents may sign up via the link below to receive notifications when an agenda or meeting minutes are published. The sign-up section is located after the listing of meetings.

- [Notification Sign Up \(LINK\)](#)

Labor Day Observed

Please note all non-emergency offices will be closed Monday, September 6 in observation of Labor Day. Normal operational schedules resume on Tuesday, September 7.

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 16 projects listed, eight are in review, two have been approved and are awaiting construction to begin, and six are in construction.

2021 Building Permits (PDF)

This week, 11 building permits were submitted, 10 of which were for new dwellings. Additionally, seven (7) building permits were issued. There are currently 14 building permit applications in review and 136 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 33 open code enforcement cases (106 code enforcement cases have been opened for the year).

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

- [Anticipated Draft Agenda – September 7, 2021 \(PDF\)](#)
- [Anticipated Draft Agenda – September 20, 2021 \(PDF\)](#)

View previous editions of the weekly update → [Archived Updates](#)



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, Deputy Clerk

Date: September 7, 2021

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None