



CITY OF INDIANOLA COUNCIL MEETING

November 15, 2021

6:00 PM

City Council Chambers

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**
 - A. Public Comment Form
- 5. Consent Agenda:**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Resolution approving monthly transfers.
 - D. Approval of Minutes of the prior council meetings
 - E. Setting dates for future public hearings
 1. Resolution setting a Public Hearing regarding an amendment to Chapter 3 of the Code of Ordinances of the City of Indianola, Iowa.
 2. Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, L.L.C. and Phillips' Floors, Inc.
 - F. Approval of Applications
 1. Approval of Payment Application Number 5 to Absolute Concrete for the Square Reconstruction Project in an amount not to exceed \$282,664.45.
 2. Approval of Payment Application Number 17 to Williams Brothers Construction for the Water Resource Recovery Facility in an amount not to exceed \$1,603,208.81.
 3. Approval of Payment Application Number 4 to Vanderpool Construction for the South Plant Lift Station Improvements in an amount not to exceed \$136,307.82.
 - G. Third consideration of an Ordinance amending provisions of City of Indianola Code Section 135.14, relating to driveway standards.

- H. Third consideration of an Ordinance amending the City Code of the City Of Indianola, Iowa creating regulations related to a residential rental code and making certain related amendments to the Property Maintenance Code.
- I. Second consideration of an Ordinance regarding a request from JK Management LLC for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lots 15 and 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.
- J. Resolution approving the final plat for Warren Wonder Estates, located within two-miles of the City of Indianola.
- K. Resolution approving lease agreement for parking with the First Baptist Church of Indianola and the Trinity United Presbyterian Church of Indianola.
- L. Approve FY2021 Annual Urban Renewal Report
- M. Approval of Resolution Authorizing internal Loan to Fund Urban Renewal Project Costs in Connection with Square Streetscape Project
- N. Resolution to Approve TIF Debt Certifications for FY2023
- O. Resolution approving a Subordination Agreement regarding the Development Agreement between the City of Indianola, Iowa and Covered Bridges Coffee Company dba Cabin Coffee of Indianola and Randall D. Hanna and Rebecca S. Hanna, individually.
- P. Valley Place Reconstruction Project
 - 1. Resolution approving Payment Application Number 3 and Change Order Number 2 for the Valley Place Reconstruction Project.
 - 2. Resolution approving the substantial completion and a supplemental contract with TK Concrete for the Valley Place Reconstruction Project
- Q. Resolution approving an agreement with Allender Butzke Engineers Inc for geotechnical construction testing services on Heritage Hills Plat 11.
- R. Resolution approving salaries.

6. Council Reports

- A. Presentation of FY2021 Audit by Robert Endriss, Denman & Company LLP
- B. Treasurer's Report - Doug Shull
- C. Metro Advisory Report - Council Member Kling
- D. Greater Des Moines Convention & Visitors Bureau Report — Council Member John Parker
- E. Resolution appointing interim city manager.
- F. Resolution appointing a city clerk.

7. Mayor's Report

- A. Community Update

B. Proclamation

8. Public Consideration

A. Old Business

1. Amendment Number 6 to the Hillcrest/Downtown Unified Urban Renewal Plan
 - a. Public Hearing on a proposed Amendment Number 6 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa.
 - b. Resolution 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. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan.
2. 1909 South K Street
 - a. Public Hearing regarding a request to rezone property located at 1909 South K Street from the A-1 Zoning District to the R-1 Zoning District.
 - b. First Consideration of a request from Diligent Development to rezone property located at 1909 South K Street from A-1 Zoning District to R-1 Zoning District.
3. Resolution approving the updated fee schedule to include Residential Rental Inspections.
4. Iowa Avenue Paving Project
 - a. Resolution amending Resolution No 2021-251 by adopting reduction in Assessable Costs for the East Iowa Avenue Paving Project.
 - b. Resolution adopting and levying final schedule of assessments, and providing for the payment thereof for the East Iowa Avenue Paving Project.

B. New Business

1. Development Agreement with Cemen Tech
 - a. Public Hearing regarding a Development Agreement with Cemen Tech.
 - b. Resolution approving a Development Agreement with Cemen Tech.
2. Resolution approving an agreement with Iowa DOT for Maintenance and Repair of Primary Roads in Municipalities.
3. Residential Recycling

- a. Resolution approving an amendment to the residential recycling contract between Waste Management of Iowa and the City of Indianola.
 - b. First consideration of an Ordinance amending recycling rates.
- 4. Resolution referring a rezoning application for 404 South Jefferson Way to the Planning and Zoning Commission.
- 5. Resolution amending a contract with Snyder & Associates for pavement improvements on West Boston Avenue, North F Street, and West Clinton Avenue.

9. Other Business

- A. City Manager's Report – Ryan Waller
 - 1. Receive and file correspondence from October 29 and November 5, 2021 weekly updates from City Manager, Ryan Waller.
- B. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(j) to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property.

10. Adjourn



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: November 15, 2021
Subject: Public Comment Form

Introduction:

Background:

Discussion: 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)

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

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(Indianola City Council Rules of Procedure)



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. City Vendor Report 111521

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL SUPPLIES - CITY HALL	11/04/2021	250.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER ADDITIONAL CLEANING	11/04/2021	100.00	PARK & RECREATI
A 6FT GEEK LLC	ACTIVITY CENTER HAND SOAP	11/04/2021	72.00	PARK & RECREATI
A 6FT GEEK LLC	JANITORIAL SERVICES	11/04/2021	1,450.00	LIBRARY FUND
A 6FT GEEK LLC	JANITORIAL SUPPLIES	11/04/2021	45.00	LIBRARY FUND
Total A 6FT GEEK LLC:			1,917.00	
ABSOLUTE CONCRETE CONSTRUCTION INC				
ABSOLUTE CONCRETE CONST	DOWNTOWN RECONSTRUCTION PAY APP 5	11/08/2021	195,940.14	SQUARE STREETS
ABSOLUTE CONCRETE CONST	DOWNTOWN RECONSTRUCTION PAY APP 5	11/08/2021	86,724.31	SQUARE STREETS
Total ABSOLUTE CONCRETE CONSTRUCTION INC:			282,664.45	
ACE HARDWARE				
ACE HARDWARE	CAULKING FOR DIGESTER	11/02/2021	23.94	SEWER FUND
ACE HARDWARE	SHOP SUPPLIES FOR CABINET	11/10/2021	11.18	ROAD USE TAX FU
Total ACE HARDWARE:			35.12	
AGRILAND FS INC				
AGRILAND FS INC	TORDON	10/27/2021	40.93	PARK & RECREATI
Total AGRILAND FS INC:			40.93	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	URBAN RENEWAL LEGAL SERVICES	10/28/2021	558.00	GENERAL FUND
AHLERS & COONEY P.C.	CEMEN TECH DA LEGAL	11/11/2021	463.00	GENERAL FUND
AHLERS & COONEY P.C.	HILLCREST TIF, AMEND 4	11/11/2021	171.00	GENERAL FUND
AHLERS & COONEY P.C.	DEYARMAN PROP DA	11/11/2021	294.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND 5, HILLCREST URA	11/11/2021	108.00	GENERAL FUND
AHLERS & COONEY P.C.	TS INVESTMENTS DA	11/11/2021	906.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND 6, HILLCREST URA	11/11/2021	558.00	GENERAL FUND
AHLERS & COONEY P.C.	URBAN REVITE PLAN AMEND	10/26/2021	228.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			3,286.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	QUARTERLY AGREEMENT	10/22/2021	979.50	LIBRARY FUND
AIR-CON MECHANICAL CORP.	BUILDING MAINTENANCE	10/26/2021	819.44	GENERAL FUND
AIR-CON MECHANICAL CORP.	BUILDING MAINTENANCE	10/26/2021	305.70	GENERAL FUND
AIR-CON MECHANICAL CORP.	BUILDING MAINTENANCE	10/29/2021	402.94	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			2,507.58	
ALLSUP, PAT				
ALLSUP, PAT	CELL BILL	11/08/2021	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	NAPKINS	11/03/2021	9.99	GENERAL FUND
AMAZON CAPITAL SERVICES	DETECTIVE SUPPLIES	11/04/2021	23.99	POLICE FUND
AMAZON CAPITAL SERVICES	SUSTINANCE SUPPLIES (PLATES, CUPS, EC	11/02/2021	179.87	GENERAL FUND
AMAZON CAPITAL SERVICES	DETECTIVE SUPPLIES	10/22/2021	47.98	POLICE FUND
AMAZON CAPITAL SERVICES	MAGICARD PRINTER RIBBON (ID CARD PRI	11/02/2021	171.49	GENERAL FUND
AMAZON CAPITAL SERVICES	BLUETOOTH ADAPTERS X6 + KEYCHAINS F	05/21/2030	66.69	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMAZON CAPITAL SERVICES	CREDIT FOR RETURNED TUBE	10/27/2021	197.56	SEWER FUND
AMAZON CAPITAL SERVICES	JANITORIAL SUPPLIES	11/01/2021	29.94	LIBRARY FUND
AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	11/01/2021	601.40	LIBRARY FUND
AMAZON CAPITAL SERVICES	COLLECTION	11/01/2021	69.33	LIBRARY FUND
AMAZON CAPITAL SERVICES	SPECIAL COLLECTION	11/01/2021	479.53	LIBRARY FUND
AMAZON CAPITAL SERVICES	IPL FRIENDS	11/01/2021	79.04	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	11/01/2021	97.39	LIBRARY FUND
AMAZON CAPITAL SERVICES	MATERIALS & SUPPLIES	11/01/2021	18.00	LIBRARY FUND

Total AMAZON CAPITAL SERVICES: 1,629.10

BAKER & TAYLOR ENTERTAINMENT

BAKER & TAYLOR ENTERTAINM	DVDS	09/29/2021	13.04	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	10/01/2021	18.09	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	10/13/2021	13.73	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	10/07/2021	21.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	10/07/2021	21.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	10/20/2021	32.59	LIBRARY FUND

Total BAKER & TAYLOR ENTERTAINMENT: 120.93

BAKER AND TAYLOR

BAKER AND TAYLOR	BOOKS	10/01/2021	820.61	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/06/2021	163.72	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/06/2021	33.99	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	10/08/2021	307.97	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/13/2021	305.23	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/14/2021	427.12	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/14/2021	15.68	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	10/19/2021	259.17	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/19/2021	15.39	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	10/21/2021	492.38	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/21/2021	15.38	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	10/21/2021	11.39	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	10/26/2021	264.44	LIBRARY FUND

Total BAKER AND TAYLOR: 3,132.47

BAKER AND TAYLOR SPOKEN WORD

BAKER AND TAYLOR SPOKEN	BOOKS ON CD	09/30/2021	26.99	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOKS ON CD	10/14/2021	50.23	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOKS ON CD	10/25/2021	53.96	LIBRARY FUND

Total BAKER AND TAYLOR SPOKEN WORD: 131.18

BOLTON & MENK INC

BOLTON & MENK INC	SQUARE RECONSTRUCTION ENGINEERING	10/29/2021	38,414.50	SQUARE STREETS
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Total BOLTON & MENK INC: 38,414.50

BOOT BARN

BOOT BARN	SAFETY UNIFORMS FOR CARLOS	10/26/2021	197.94	ROAD USE TAX FU
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Total BOOT BARN: 197.94

BRICK GENTRY P.C.

BRICK GENTRY P.C.	LEGAL SERVICE FEES	10/27/2021	60.00	LIBRARY FUND
BRICK GENTRY P.C.	PROSECUTIONS	10/25/2021	210.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BRICK GENTRY P.C.:			270.00	
BROADCAST MICROWAVE SERVICES				
BROADCAST MICROWAVE SER	VEHICLE COMPUTERS PURCHASE	10/26/2021	59,892.50	POLICE FUND
Total BROADCAST MICROWAVE SERVICES:			59,892.50	
BROWN, ALISON				
BROWN, ALISON	ILA CONFERENCE EXPENSES	10/13/2021	52.35	LIBRARY FUND
Total BROWN, ALISON:			52.35	
CCP INDUSTRIES INC.				
CCP INDUSTRIES INC.	GREEN LATEX GLOVES	11/01/2021	233.32	SEWER FUND
Total CCP INDUSTRIES INC.:			233.32	
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	10/22/2021	55.09	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	10/22/2021	57.86	GENERAL FUND
Total CENTURYLINK:			112.95	
CHEW PLUMBING COMPANY, LLC				
CHEW PLUMBING COMPANY, L	SUMP PUMP DRAIN CONNECTION	10/28/2021	1,273.28	SQUARE STREETS
Total CHEW PLUMBING COMPANY, LLC:			1,273.28	
CINTAS CORPORATION				
CINTAS CORPORATION	WRRD FIRST AID SUPPLIES	11/01/2021	47.97	SEWER FUND
Total CINTAS CORPORATION:			47.97	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	REPAIR COLD PATCH SHED	10/25/2021	1,436.63	ROAD USE TAX FU
CIRCLE B CASHWAY	REPAIR COLD PATCH SHED	10/26/2021	246.02	ROAD USE TAX FU
CIRCLE B CASHWAY	REPAIR COLD PATCH SHED	10/27/2021	896.29	ROAD USE TAX FU
CIRCLE B CASHWAY	COLD PATCH BUILDING REPAIR	11/02/2021	237.20	ROAD USE TAX FU
CIRCLE B CASHWAY	COLD PATCH BUILDING REPAIR	11/05/2021	112.22	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			2,211.88	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CHAIN SHARPENING	10/26/2021	54.00	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			54.00	
CRAIG'S AUTOMOTIVE				
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	10/13/2021	584.10	POLICE FUND
CRAIG'S AUTOMOTIVE	VEHICLE REPAIR	11/02/2021	689.00	POLICE FUND
Total CRAIG'S AUTOMOTIVE:			1,273.10	
DAVE BUNCH PIANO SERVICE				
DAVE BUNCH PIANO SERVICE	PIANO TUNING	10/22/2021	95.00	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total DAVE BUNCH PIANO SERVICE:			95.00	
DINNER DELIGHTS				
DINNER DELIGHTS	DINNER DELIGHTS INSTRUCTOR	11/03/2021	1,144.00	PARK & RECREATI
Total DINNER DELIGHTS:			1,144.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR ON '21 GMC	10/28/2021	25.69	SEWER FUND
DOWNEY TIRE PROS	TIRE REPAIR	10/29/2021	25.69	POLICE FUND
DOWNEY TIRE PROS	8 REAR TIRES FOR JETTER	10/29/2021	3,085.91	SEWER FUND
DOWNEY TIRE PROS	F150 TIRE REPAIR	11/10/2021	25.69	GENERAL FUND
Total DOWNEY TIRE PROS:			3,162.98	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	10/31/2021	19.20	POLICE FUND
Total ELIXIR RX SOLUTIONS:			19.20	
EMERGENCY MEDICAL PRODUCTS INC				
EMERGENCY MEDICAL PRODU	EMS INFUSER/PRESSURE BAGS	10/22/2021	111.95	AMBULANCE FUN
EMERGENCY MEDICAL PRODU	EMS SODIUM CHLORIDEIV BAGS	10/25/2021	343.98	AMBULANCE FUN
Total EMERGENCY MEDICAL PRODUCTS INC:			455.93	
ESO Solutions, Inc.				
ESO Solutions, Inc.	RMS SERVICE FOR FIRE DEPARTMENT	11/11/2021	2,502.40	FIRE FUND
Total ESO Solutions, Inc.:			2,502.40	
FAREWAY STORE				
FAREWAY STORE	DANCE SNACKS	11/05/2021	3.38	PARK & RECREATI
FAREWAY STORE	EVENT SNACKS	09/19/2021	21.99	PARK & RECREATI
Total FAREWAY STORE:			25.37	
FIRE SERVICE TRAINING BUREAU				
FIRE SERVICE TRAINING BURE	NFA CLASS NEWFIRE CHIEF COURSE	11/02/2021	25.00	FIRE FUND
Total FIRE SERVICE TRAINING BUREAU:			25.00	
FORMATION GROUP				
FORMATION GROUP	BUILDING ASSESSMENT	09/30/2021	4,050.00	LIBRARY FUND
Total FORMATION GROUP:			4,050.00	
FREIGHTLINER - DES MOINES				
FREIGHTLINER - DES MOINES	REPAIR DUMPTRUCK UNIT#16	11/03/2021	4,357.12	ROAD USE TAX FU
Total FREIGHTLINER - DES MOINES:			4,357.12	
GALLS LLC				
GALLS LLC	UNIFORMS	10/22/2021	31.99	POLICE FUND
GALLS LLC	R SMITH UNIFORM PANTS	10/28/2021	49.95	FIRE FUND
GALLS LLC	UNIFORMS	11/05/2021	133.50	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total GALLS LLC:			215.44	
GEDLER, GINA				
GEDLER, GINA	TUNES & TREATS PERFORMANCE	11/08/2021	125.00	PARK & RECREATI
Total GEDLER, GINA:			125.00	
GREATER DM PARTNERSHIP				
GREATER DM PARTNERSHIP	FY22 CONTRIBUTION	07/02/2021	7,500.00	GENERAL FUND
Total GREATER DM PARTNERSHIP:			7,500.00	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	ASPHALT PAVEMENT REPAIRS	11/04/2021	1,509.64	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			1,509.64	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	10/27/2021	286.37	SEWER FUND
Total HACH COMPANY:			286.37	
HAGEN, BEN				
HAGEN, BEN	TUNES & TREATS PERFORMANCE	11/08/2021	125.00	PARK & RECREATI
Total HAGEN, BEN:			125.00	
HARRISON TRUCK CENTERS				
HARRISON TRUCK CENTERS	REPAIR DUMP TRUCK UNIT#16	11/04/2021	887.10	ROAD USE TAX FU
Total HARRISON TRUCK CENTERS:			887.10	
HY-VEE				
HY-VEE	PICKARD CONCESSIONS	10/31/2021	14.17	PARK & RECREATI
Total HY-VEE:			14.17	
I-80 CONCRETE				
I-80 CONCRETE	REPAIR WALLS FOR THE SALT SHED	10/27/2021	13,750.00	ROAD USE TAX FU
Total I-80 CONCRETE:			13,750.00	
IMU - UTILITIES				
IMU - UTILITIES	UTILITIES	11/01/2021	5,413.03	GENERAL FUND
IMU - UTILITIES	STREETLIGHTS	11/01/2021	12,281.14	ROAD USE TAX FU
IMU - UTILITIES	RENEWABLE	11/01/2021	53.00	FIRE FUND
Total IMU - UTILITIES:			17,747.17	
IMWCA				
IMWCA	INSTALLMENT5-INV81239	11/01/2021	109.18	GENERAL FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	22.82	GENERAL FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	1.18	GENERAL FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	144.32	GENERAL FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	18.96	GENERAL FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	23.04	GENERAL FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	6.32	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	3,440.46	POLICE FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	5,218.61	FIRE FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	2,045.79	AMBULANCE FUN
IMWCA	INSTALLMENT5-INV81239	11/01/2021	26.25	LIBRARY FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	410.57	PARK & RECREATI
IMWCA	INSTALLMENT5-INV81239	11/01/2021	353.89	PARK & RECREATI
IMWCA	INSTALLMENT5-INV81239	11/01/2021	81.96	POOL (MEMORIAL)
IMWCA	INSTALLMENT5-INV81239	11/01/2021	1,372.29	ROAD USE TAX FU
IMWCA	INSTALLMENT5-INV81239	11/01/2021	381.54	SEWER FUND
IMWCA	INSTALLMENT5-INV81239	11/01/2021	16.69	GENERAL FUND

Total IMWCA:

13,673.87

INDIANOLA CHAMBER OF COMMERCE

INDIANOLA CHAMBER OF COM	FY22 CONTRIBUTION	10/29/2021	5,000.00	GENERAL FUND
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Total INDIANOLA CHAMBER OF COMMERCE:

5,000.00

INDIANOLA MUNICIPAL UTILITIES

INDIANOLA MUNICIPAL UTILITIE	PHONE SERVICES	11/01/2021	516.15	GENERAL FUND
INDIANOLA MUNICIPAL UTILITIE	FIBER INTERNET SERVICES	11/01/2021	142.00	GENERAL FUND
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - BARKER PARK	11/01/2021	57.80	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - DOWNEY PARK	11/01/2021	56.04	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - MCCORD PARK	11/01/2021	54.41	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - MEMORIAL PARK	11/01/2021	84.67	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	UTILITIES	11/01/2021	1,438.67	LIBRARY FUND
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - TRAIL HEAD	11/01/2021	56.76	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	UTILITIES 206 N 1ST STREET	11/01/2021	56.98	FIRE FUND
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - PICKARD PARK & CAMPGR	11/01/2021	1,033.98	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - PARK SHOP	11/01/2021	148.84	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - ADULT SOFTBALL	11/01/2021	2,518.97	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - YOUTH SOFTBALL	11/01/2021	522.82	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - ELECTRIC & WATER	11/01/2021	415.10	ROAD USE TAX FU
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - AQUATIC CENTER	11/01/2021	2,511.89	POOL (MEMORIAL)
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - ACTIVITY CENTER	11/01/2021	526.95	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - BUXTON PARK	11/01/2021	350.94	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - MOATS PARK	11/01/2021	30.52	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	IMU UTILITIES - HWY 65 MEDIANS	11/01/2021	115.12	PARK & RECREATI
INDIANOLA MUNICIPAL UTILITIE	UTILITIES 410 N JEFFERSON WAY	11/01/2021	194.97	FIRE FUND
INDIANOLA MUNICIPAL UTILITIE	NOV SERVICES	11/01/2021	5,560.33	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	NOV SERVICES	11/01/2021	855.00	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	NOV SERVICES	11/01/2021	855.00	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	SANITARY SEWER CC FEES	11/03/2021	1,404.50	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	STORMWATER UTILITY CC FEES	11/03/2021	79.80	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	RECYCLING CREDIT CARD FEES	11/03/2021	111.72	RECYCLING FUND

Total INDIANOLA MUNICIPAL UTILITIES:

19,584.33

IOWA MEDICAID ENTERPRISE

IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	09/30/2021	4,342.83	AMBULANCE FUN
IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	09/30/2021	4,342.83	AMBULANCE FUN
IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	09/30/2021	4,342.83	AMBULANCE FUN
IOWA MEDICAID ENTERPRISE	GEMT SERVICE PAYMENT	09/30/2021	4,299.57	AMBULANCE FUN
IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	09/30/2021	4,299.57	AMBULANCE FUN

Total IOWA MEDICAID ENTERPRISE:

21,627.63

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IOWA POETRY ASSOCIATION				
IOWA POETRY ASSOCIATION	BOOK	10/15/2021	9.00	LIBRARY FUND
Total IOWA POETRY ASSOCIATION:			9.00	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	SIGNAL OVERHEAD SIGNS	10/22/2021	773.00	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			773.00	
IOWA STATE UNIVERSITY				
IOWA STATE UNIVERSITY	MIKE HAMMER-LTAP WORKSHOP	11/09/2021	65.00	ROAD USE TAX FU
IOWA STATE UNIVERSITY	STREET DEPT-LTAP WINTER MAINT	11/09/2021	325.00	ROAD USE TAX FU
Total IOWA STATE UNIVERSITY:			390.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	MONTHLY SERVICE AGREEMENT	11/01/2021	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT C	MONTHLY SERVICE AGREEMENT	11/01/2021	150.00	GENERAL FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
Johnson, Nickoles				
Johnson, Nickoles	WATER METER OVERPATMENT REFUND	11/04/2021	500.00	WATER OPERATIN
Total Johnson, Nickoles:			500.00	
KARL CHEVROLET				
KARL CHEVROLET	CAR UPFIT	10/26/2021	16,543.24	POLICE FUND
Total KARL CHEVROLET:			16,543.24	
KEEP INDIANOLA BEAUTIFUL COMM				
KEEP INDIANOLA BEAUTIFUL C	FY2022 CONTRIBUTION	11/02/2021	6,000.00	GENERAL FUND
Total KEEP INDIANOLA BEAUTIFUL COMM:			6,000.00	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	11/09/2021	1,061.20	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,061.20	
LEACH, KEVIN				
LEACH, KEVIN	ACTIVITY CENTER DEPOSIT RETURN	11/08/2021	200.00	PARK & RECREATI
Total LEACH, KEVIN:			200.00	
LENT, ANDREW				
LENT, ANDREW	WELLNESS	11/08/2021	25.00	GENERAL FUND
Total LENT, ANDREW:			25.00	
LUNDE, SEAN				
LUNDE, SEAN	S LUNDE WELLNESS FITNESS REIMBURSE	10/22/2021	15.00	FIRE FUND
Total LUNDE, SEAN:			15.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MACLYN West				
MACLYN West	PUBLIC RELATIONS CONSULTANT	10/29/2021	2,000.00	GENERAL FUND
Total MACLYN West:			2,000.00	
MAHLSTADT, NICK				
MAHLSTADT, NICK	RETURN GAZEBO DEPOSIT	11/02/2021	50.00	PARK & RECREATI
Total MAHLSTADT, NICK:			50.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	ELECTRICAL OUTLETS 110 N 1ST STREET	09/24/2021	67.47	FIRE FUND
MCCOY HARDWARE INC	HALLOWEEN COSTUME PARTY SUPPLIES	10/07/2021	4.24	PARK & RECREATI
MCCOY HARDWARE INC	SHOP SUPPLIES - ZIP TIES	10/28/2021	52.69	ROAD USE TAX FU
MCCOY HARDWARE INC	RESTROOM HARDWARE	11/02/2021	5.64	PARK & RECREATI
MCCOY HARDWARE INC	POOL BACKFLOW REPAIR PARTS	11/05/2021	21.57	POOL (MEMORIAL)
MCCOY HARDWARE INC	TURF EDGER RENTAL	11/04/2021	80.10	PARK & RECREATI
Total MCCOY HARDWARE INC:			231.71	
MEBULBS				
MEBULBS	ACTIVITY CENTER LIGHT BULBS	11/04/2021	805.84	PARK & RECREATI
Total MEBULBS:			805.84	
MEDPRO DISPOSAL LLC				
MEDPRO DISPOSAL LLC	MEDICAL WASTE DISPOSAL CONTRACT	11/01/2021	260.00	AMBULANCE FUN
Total MEDPRO DISPOSAL LLC:			260.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	10/19/2021	14.18	LIBRARY FUND
Total MID AMERICAN ENERGY CO.:			14.18	
MORGAN OAKS ROLL-OFFS				
MORGAN OAKS ROLL-OFFS	DUMPSTER TO PICK UP WASTE FROM 206	10/26/2021	421.50	FIRE FUND
Total MORGAN OAKS ROLL-OFFS:			421.50	
MOSHER, CASSANDRA				
MOSHER, CASSANDRA	MILEAGE	11/02/2021	56.00	GENERAL FUND
Total MOSHER, CASSANDRA:			56.00	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	CITY MANAGER	11/12/2021	80.55	GENERAL FUND
MUTUAL OF OMAHA	SEWER	11/12/2021	189.00	SEWER FUND
MUTUAL OF OMAHA	SEWER	11/12/2021	357.39	SEWER FUND
MUTUAL OF OMAHA	LIBRARY	11/12/2021	262.49	LIBRARY FUND
MUTUAL OF OMAHA	LIBRARY	11/12/2021	274.73	LIBRARY FUND
MUTUAL OF OMAHA	PARKS	11/12/2021	115.86	PARK & RECREATI
MUTUAL OF OMAHA	PARKS	11/12/2021	212.19	PARK & RECREATI
MUTUAL OF OMAHA	P&R	11/12/2021	173.43	PARK & RECREATI
MUTUAL OF OMAHA	P&R	11/12/2021	281.31	PARK & RECREATI
MUTUAL OF OMAHA	AMBULANCE	11/12/2021	448.11	AMBULANCE FUN
MUTUAL OF OMAHA	AMBULANCE	11/12/2021	974.45	AMBULANCE FUN
MUTUAL OF OMAHA	FIRE	11/12/2021	79.08	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA	FIRE	11/12/2021	171.96	FIRE FUND
MUTUAL OF OMAHA	POLICE	11/12/2021	861.39	POLICE FUND
MUTUAL OF OMAHA	POLICE	11/12/2021	1,511.28	POLICE FUND
MUTUAL OF OMAHA	STREETS	11/12/2021	366.77	ROAD USE TAX FU
MUTUAL OF OMAHA	STREETS	11/12/2021	436.83	ROAD USE TAX FU
MUTUAL OF OMAHA	COMM DEV	11/12/2021	164.76	GENERAL FUND
MUTUAL OF OMAHA	COMM DEV	11/12/2021	239.11	GENERAL FUND
MUTUAL OF OMAHA	FINANCE/CLERK	11/12/2021	216.15	GENERAL FUND
MUTUAL OF OMAHA	FINANCE/CLERK	11/12/2021	236.35	GENERAL FUND
MUTUAL OF OMAHA	IT	11/12/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	IT	11/12/2021	48.52	GENERAL FUND
MUTUAL OF OMAHA	HR	11/12/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	HR	11/12/2021	68.26	GENERAL FUND
MUTUAL OF OMAHA	CITY MANAGER	11/12/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	EE LIABILITY	11/12/2021	1,191.99	GENERAL FUND
MUTUAL OF OMAHA	EE LIABILITY	11/12/2021	1,768.85	GENERAL FUND
Total MUTUAL OF OMAHA:			10,974.11	
NAPA AUTO PARTS				
NAPA AUTO PARTS	REPAIR DUMP TRUCK UNIT#7	10/25/2021	37.98	ROAD USE TAX FU
NAPA AUTO PARTS	OIL FILTER	10/27/2021	3.89	PARK & RECREATI
Total NAPA AUTO PARTS:			41.87	
NICHE ACADEMY				
NICHE ACADEMY	SOFTWARE	10/20/2021	1,800.00	LIBRARY FUND
Total NICHE ACADEMY:			1,800.00	
NOLASOFT DEVELOPMENT				
NOLASOFT DEVELOPMENT	QUARTERLY FORWARDING	11/01/2021	30.00	GENERAL FUND
Total NOLASOFT DEVELOPMENT:			30.00	
NORTHERN STAR TECHNOLOGIES				
NORTHERN STAR TECHNOLOG	206 N 1ST STREET BUILDING	10/14/2021	931.58	FIRE FUND
Total NORTHERN STAR TECHNOLOGIES:			931.58	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	AIR FILTER, MOTOR OIL	10/27/2021	54.17	PARK & RECREATI
O'REILLY AUTO PARTS	EQUIPMENT REPAIR SUPPLIES	10/27/2021	1,078.36	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			1,132.53	
PATRICK, MICHELE				
PATRICK, MICHELE	ILA CONFERENCE EXPENSES	10/21/2021	68.25	LIBRARY FUND
Total PATRICK, MICHELE:			68.25	
PEOPLES BANK				
PEOPLES BANK	AVITT LOAN INTEREST	11/02/2021	395.49	DOWNTOWN BIZ I
PEOPLES BANK	CROUSE BIZ LOAN INTEREST	11/02/2021	134.77	DOWNTOWN BIZ I
PEOPLES BANK	FIELD IMPROVEMENT LOAN	11/01/2021	13,868.16	PARK & RECREATI
Total PEOPLES BANK:			14,398.42	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PIERCE BROTHERS REPAIR				
PIERCE BROTHERS REPAIR	REPAIR SNOW BLADE FOR UNIT#28	10/19/2021	348.00	ROAD USE TAX FU
PIERCE BROTHERS REPAIR	TEMPORARY SIGNS	10/28/2021	792.00	ROAD USE TAX FU
Total PIERCE BROTHERS REPAIR:			1,140.00	
PROIMAGE SIGN & LIGHTING				
PROIMAGE SIGN & LIGHTING	LOGOS FOR NEW EXPLORER	11/11/2021	110.00	GENERAL FUND
Total PROIMAGE SIGN & LIGHTING:			110.00	
PROSCREENING LLC				
PROSCREENING LLC	SCREENING - RUBY	10/15/2021	50.30	AMBULANCE FUN
PROSCREENING LLC	SCREENING - KAPPELMAN	10/15/2021	45.00	ROAD USE TAX FU
Total PROSCREENING LLC:			95.30	
PURCHASE POWER				
PURCHASE POWER	POSTAGE & SUPPLIES	10/28/2021	758.47	GENERAL FUND
Total PURCHASE POWER:			758.47	
RESCUESTAT				
RESCUESTAT	AED RENEWAL	11/01/2021	125.00	SEWER FUND
Total RESCUESTAT:			125.00	
ROSS, JODY				
ROSS, JODY	ILA CONFERENCE EXPENSES	10/14/2021	53.51	LIBRARY FUND
Total ROSS, JODY:			53.51	
RT'S LAWN & LANDSCAPE LLC				
RT'S LAWN & LANDSCAPE LLC	ABATEMENT AT 208 S 4TH	10/04/2021	605.00	GENERAL FUND
RT'S LAWN & LANDSCAPE LLC	ABATEMENT AT 1001 N B ST	09/28/2021	385.00	GENERAL FUND
Total RT'S LAWN & LANDSCAPE LLC:			990.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	MSA 420 MASK	11/03/2021	136.00	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			136.00	
SCHIMBERG CO				
SCHIMBERG CO	PRO RINGS	01/05/2021	68.29	SEWER FUND
Total SCHIMBERG CO:			68.29	
SHER, BRIAN				
SHER, BRIAN	CELL BILL	10/26/2021	50.00	POLICE FUND
Total SHER, BRIAN:			50.00	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	MISC ENGINEERING	10/26/2021	650.00	GENERAL FUND
SNYDER & ASSOCIATES INC	STREET ISSUES	10/26/2021	3,441.59	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	SITE PLAN REVIEW	10/26/2021	800.21	GENERAL FUND
SNYDER & ASSOCIATES INC	HILLCREST AVENUE PAVING DESIGN	10/26/2021	29,108.82	HILLCREST AVENU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total SNYDER & ASSOCIATES INC:			34,000.62	
SOUKUP, BOB				
SOUKUP, BOB	SOUKUP TUITION	09/03/2021	125.55	FIRE FUND
SOUKUP, BOB	SOUKUP TUITION	09/03/2021	711.45	AMBULANCE FUN
Total SOUKUP, BOB:			837.00	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	PEST CONTROL	10/12/2021	83.00	LIBRARY FUND
Total SPRINGER PROFESSIONAL HOME SERVICES:			83.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT #1506 TRASH	10/24/2021	93.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE	10/24/2021	18.00	POLICE FUND
T.R.M. DISPOSAL LLC	TRASH REMOVAL	10/24/2021	106.00	LIBRARY FUND
T.R.M. DISPOSAL LLC	ACCT #583 NORTH PLANT	10/24/2021	90.00	SEWER FUND
T.R.M. DISPOSAL LLC	ACCT #583 SOUTH PLANT	10/24/2021	59.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			366.00	
THEISEN'S				
THEISEN'S	MATERIALS FOR THE DEPARTMENT SPECI	08/13/2021	45.47	FIRE FUND
THEISEN'S	STATION TOWELS	09/24/2021	9.34	FIRE FUND
Total THEISEN'S:			54.81	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	MISC. CONTRACTUAL	11/01/2021	100.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.00	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	ROAD USE TAX FU
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	SEWER FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	POLICE FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	FIRE FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	LIBRARY FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING	10/29/2021	25.00	PARK & RECREATI
Total TRUENORTH COMPANIES LC:			200.00	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	DRUG SCREEN - ANDERS	10/30/2020	53.00	ROAD USE TAX FU
UPHDM OCCUPATIONAL MEDIC	SCREENING - HERNANDEZ	10/29/2021	272.00	ROAD USE TAX FU
Total UPHDM OCCUPATIONAL MEDICINE:			325.00	
VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	TRACTOR PARTS	12/16/2020	66.42	PARK & RECREATI
Total VAN WALL EQUIPMENT:			66.42	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	SOUTH PLANT LIFT STATION #4	11/08/2021	136,307.82	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			136,307.82	
VERIZON WIRELESS				
VERIZON WIRELESS	WRRD WIRELESS	10/26/2021	40.07	SEWER FUND
Total VERIZON WIRELESS:			40.07	
WALLER, RYAN				
WALLER, RYAN	NOVEMBER 2021 CELLPHONE	11/11/2021	75.00	GENERAL FUND
Total WALLER, RYAN:			75.00	
WARREN COUNTY EXTENSION				
WARREN COUNTY EXTENSION	BABYSITTING CLINIC INSTRUCTOR FEES	11/01/2021	160.00	PARK & RECREATI
Total WARREN COUNTY EXTENSION:			160.00	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	RECORDING - INGLE LIEN RELEASE	10/06/2021	12.00	GENERAL FUND
WARREN COUNTY RECORDER	RECORDING OF D&D PROPERTY	10/27/2021	82.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			94.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING RES	10/27/2021	20,726.91	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING APT	10/27/2021	4,038.45	RECYCLING FUND
WASTE MANAGEMENT OF IOW	UTILITIES - GARBAGE	11/01/2021	38.29	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	LEAF DUMPSTER AT BRUSH FACILITY	11/01/2021	3,358.30	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			28,161.95	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	EVENT KYBO	10/30/2021	105.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	KYBO AT BRUSH FACILITY	11/01/2021	65.00	GENERAL FUND
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	11/01/2021	780.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	11/01/2021	175.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - MEMORIAL AQUATI	11/01/2021	45.00	POOL (MEMORIAL)
Total WIEGERT DISPOSAL CO.:			1,170.00	
WILLIAMS BROTHERS CONSTRUCTION INC				
WILLIAMS BROTHERS CONSTR	WRRF PAY APP 17	11/08/2021	1,603,208.81	WWTP FACILITY C
Total WILLIAMS BROTHERS CONSTRUCTION INC:			1,603,208.81	
YMCA OF GREATER DSM				
YMCA OF GREATER DSM	EMPLOYER EXPENSES	11/12/2021	400.00	GENERAL FUND
YMCA OF GREATER DSM	EE LIABILITY	11/12/2021	1,143.00	GENERAL FUND
Total YMCA OF GREATER DSM:			1,543.00	
Grand Totals:			2,386,673.77	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
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City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: November 15, 2021
Subject: Resolution approving monthly transfers.

Introduction: Resolution to approve monthly transfers between funds.

Background: Each month, the City transfers money between funds to cover cost allocations. Transfers between funds in different activities are approved by Council resolution per Iowa Administrative Code.

Discussion: The attached transfers are regular cost allocation transfers each month.

Budget Impact: These transfers were included in the FY2022 budget.

Recommendation: Approval of the Resolution.

Attachments: 1. Res. Monthly Transfers-Nov 21

RESOLUTION 2021-

RESOLUTION TO APPROVE MONTHLY TRANSFERS

WHEREAS, Iowa Administrative Code (“IAC”) Sections 545-2.1 through 2.5 address City Finance budget amendments and fund transfers; and

WHEREAS, IAC Section 545-2.5 requires that all transfers of money between funds in the City budget forms must be approved by a fund transfer resolution of the City Council as defined in the IAC Section 545-2.1 to allow for transfers between funds; and

WHEREAS, the City Clerk/CFO has presented the list of each transfer to be completed in the current month of Fiscal Year 2022 on the Exhibit A, incorporated herein, which includes a clear statement of the reason or purpose for transfer, the name of the fund from which the transfer is originating, the name of the fund into which the transfer is to be received, and the dollar amount to be transferred; and

WHEREAS, the transfers must be approved and completed in accordance with IAC 545-2.5;

WHEREAS, the City of Indianola transfers money between funds to meet certain fiduciary obligations, and

WHEREAS, the transfers described on the attached form need to be accomplished prior to the month end of November 2021, and

WHEREAS, the reasons for the transfers are stated on the attached form.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the November 2021 transfers as described on the attached form are approved.

Passed and approved this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

FY 2022 Monthly Recurring Transfers

November 2021

	DEBIT	(CREDIT)	
610-8300-69101	\$ 5,395.83		Transfer Out to General Fund
001-9100-49102		\$ 5,395.83	Transfer In from Sewer PILOT
610-8300-69101	\$ 10,020.83		Transfer Out to Police Fund
011-1100-49101		\$ 10,020.83	Transfer In from Sewer PILOT
610-8300-69615	\$ 7,000.00		Transfer Out to City Manager
001-6150-49615		\$ 7,000.00	Transfer In from Sewer
110-2100-69615	\$ 7,000.00		Transfer Out to City Manager
001-6150-49615		\$ 7,000.00	Transfer In from Streets/RUT
610-8300-69625	\$ 2,381.00		Transfer Out to Human Resources
001-6250-49625		\$ 2,381.00	Transfer In from Sewer
110-2100-69625	\$ 2,381.00		Transfer Out to Human Resources
001-6250-49625		\$ 2,381.00	Transfer In from Streets/RUT
610-8300-69170	\$ 6,666.67		Transfer Out to Community Development
001-1700-49170		\$ 6,666.67	Transfer In from Sewer
110-2100-69170	\$ 6,666.67		Transfer Out to Community Development
001-1700-49170		\$ 6,666.67	Transfer In from Streets
001-1700-69621	\$ 1,467.58	CD	Transfer Out Info & Tech
001-6100-69621	\$ 1,100.00	M/C	Transfer Out Info & Tech
001-6150-69621	\$ 615.67	CM	Transfer Out Info & Tech
001-6200-69621	\$ 1,910.25	FIN	Transfer Out Info & Tech
001-6250-69621	\$ 615.67	HR	Transfer Out Info & Tech
011-1100-69621	\$ 5,705.42	PD	Transfer Out Info & Tech
015-1500-69621	\$ 1,139.75	FD	Transfer Out Info & Tech
016-1600-69621	\$ 6,458.83	EMS	Transfer Out Info & Tech
041-4100-69621	\$ 3,660.00	LIB	Transfer Out Info & Tech
042-4200-69621	\$ 1,014.50	Parks Admin	Transfer Out Info & Tech
042-4300-69621	\$ 3,095.58	Parks	Transfer Out Info & Tech
110-2100-69621	\$ 1,992.08	RUT	Transfer Out Info & Tech
610-8300-69621	\$ 1,680.42	Sewer	Transfer Out Info & Tech
001-6210-49621		\$ 30,455.75	Transfer In--Info & Tech
650-9000-69620	\$ 800.00	Storm Sewer	Transfer Out Clerk
610-8300-69620	\$ 4,500.00	Sewer	Transfer Out Clerk
670-8400-69620	\$ 800.00	Recycling	Transfer Out Clerk
001-6200-49620		\$ 6,100.00	Transfer In City Clerk
710-8300-69610	\$ 158,333.33		Transfer Out for Sewer Operations
610-8300-49610		\$ 158,333.33	Transfer In from Sewer Fee Revenue

\$ 242,401.08 \$ 242,401.08

Prepared By: _____

Date _____



MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Approval of Minutes of the prior council meetings

Recommendation: Roll call is in order.

Attachments:

1. 11012021 Minutes
2. 11082021 Minutes



CITY OF INDIANOLA COUNCIL MEETING

November 1, 2021

6:00 PM

City Council Chambers

Minutes

The Indianola City Council met in regular session on November 1, 2021 in the City Hall Council Chambers. Mayor Pam Pepper called the meeting to order and 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.

In public comment, Interim Police Chief Sher and Fire Chief Chia presented City Manager Ryan Waller with a plaque to thank him for the improvements he has made to the public safety departments.

City Manager Waller noted that an additional application was added to the approval of applications. He also recommended continuing the consideration of appointments to the Human Relations Commission to a future meeting in order to follow the procedure for the processing of applications.

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

- Approval of Agenda
- Approval of Claims
- Approval of Minutes of the prior council meetings
- Resolution 2021-246 fixing a date for a Public Hearing on the proposal to enter into a Development Agreement with Cemen Tech, Inc.
- Approval of Applications.
 - Approval of a renewal liquor license for Hy-Vee Market Grille.
 - Approval of a Home Base Iowa Initiative Application from James Camp and authorization of a handwritten warrant in the amount of \$1500.
 - Approval of Payment Application Number 7 from Langman Construction for the WRRF Trunk Sewer and Outfall Sewer Improvements in an amount not to exceed \$252,217.68.
 - Approval of Urban Revitalization Designations
 - Approval of an amended liquor license application for Pete's Pizza to include an additional owner.
- Second consideration of an Ordinance amending provisions of City of Indianola Code Section 135.14, relating to driveway standards.
- Second consideration of an Ordinance amending the City Code of the City of Indianola, Iowa creating regulations related to a residential rental code and making certain related amendments to the Property Maintenance Code.
- Resolution 2021-247 approving Change Order Number 1 and Payment Application Number 2 in an amount not to exceed \$160,673.26 to T.K. Concrete for the Valley Place Reconstruction Project.
- Resolution 2021-248 approving salaries.

City Treasurer Doug Shull presented the September Treasurer's Report, noting an increase in funds is due to bonds and ARP funding. Council Member Marchant moved to receive and file the Treasurer's Report and Schroder seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Hulen moved to approve the EMS Billing Activity Report for August and September 2021. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Parks and Recreation Director Doug Bylund presented their annual report. Highlights of the report include department goals, addressing COVID challenges, upcoming projects and vehicle needs and community collaboration.

Greg Edwards presented Council with the Catch Des Moines annual update. Highlights of the presentation included the effect of COVID-19 on tourism; recovery efforts; events and partners in Indianola; outlook for 2021 and beyond; and strategies.

In the Mayor's Report, Mayor Pepper thanked the Parks & Rec and Library staffs for hosting Halloween events. She also reminded citizens to vote.

Mayor Pepper read a proclamation declaring November 11 as Veteran's Day in Indianola.

Council Member Parker moved to continue the consideration of the appointments of Nia Chiaramonte, Tara Elcock and Nick Mahlstadt to the Human Relations Commission to the December 6 meeting. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Schroder moved to approve Resolution 2021-249 approving Payment Application Number 5 - Final and Retainage for the East Iowa Avenue Paving Project. Council Member Parker seconded it. In discussion, it was noted that the resolution also includes a retainage to be paid in 30 days if no claims are made on the project. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to approve Resolution 2021-250 accepting the East Iowa Paving project. Council Member Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Kling moved to approve Resolution 2021-251 ordering preparation of final plat and schedule of assessments for the East Iowa Avenue Paving Project. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Schroder moved and Hulen seconded to continue to the next meeting the resolution adopting and levying final schedule of assessments and providing for the payment thereof for the East Iowa Avenue Paving Project.

Council Member Marchant moved to open the Public Hearing regarding a request from JK Management LLC for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lots 15 and 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

In Public Comment, Community and Economic Development Director Charlie Dissell stated Justin Kappelman of JK Management has requested the right-of-way and conveyance of a portion of the alley in order to build a shed on the property. The adjacent property owners have agreed. The Council will need to approve a public utility easement to the City before the conveyance is complete. No other public comments were offered.

Marchant moved and Parker seconded to close the Public Hearing. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to approve the first consideration of an Ordinance regarding a request from JK Management LLC for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lots 15 and 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa. Council Member Southall seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Marchant moved to approve the Ordinance Amendments due to State of Iowa Legislative changes. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The Ordinances are as follows:

- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to failure to assist.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to interference with official acts.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to peddlers, solicitors, and transient merchants.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to public disorder.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by adding provisions pertaining to low-speed electric bicycles and fully controlled-access facilities.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to abandoned vehicles.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa by amending provisions pertaining to alcoholic beverage control.
- First consideration of an Ordinance amending the Code of Ordinances of the City of Indianola, Iowa, by amending provisions pertaining to elections.

Council Member Marchant moved to waive the second and third readings of Ordinance Amendments due to State of Iowa Legislative changes. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to approve Resolution 2021-252 adopting Council Policy for Hotel/Motel Tax Funding for Community and External Organizations Council Member Southall seconded it. In discussion, City Clerk/CFO Andrew Lent said the City was advised by the auditor and asked by Council to create a policy to better address hotel/motel tax funding for community and external organizations that clearly shows public purpose. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Marchant moved to approve Resolution 2021-253 amending the snow and ice removal policy to add snow routes. Council Member Parker seconded it. In discussion, Public Works Director Akhilesh Pal stated the policy has updated snow route maps and equipment lists. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

In the City Manager's Report, Waller explained the staff is in the process of reprecincting the City and will ask Council to set a Public Hearing at the next meeting. He also noted that rollback percentages are decreasing, which will have a big impact on city budgets.

Council Member Marchant moved to receive and file correspondence from October 15 and 22, 2021 weekly updates from City Manager, Ryan Waller. Council Member Schroder seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Marchant moved, at 6:50 p.m. to enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 7:31 p.m. Council Member Marchant moved, and Parker seconded to exit the closed session. No action was taken on items discussed in the closed session.

Council Member Parker moved to adjourn at 7:31 p.m. Council Member Marchant 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



CITY OF INDIANOLA SPECIAL COUNCIL MEETING

November 8, 2021

5:00 PM

City Hall South Conference Room Minutes

The Indianola City Council met in special session on November 8, 2021 in the City Hall South Conference Room at 5:00 p.m. Mayor Pam Pepper called the meeting to order and 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.

In public comment, Brad Ross, 812 North S Ct, Indianola, spoke about Board of Trustees Members Adam Voigts and Mike Rozga.

At 5:04 p.m. Council Member Southall moved to enter into closed session in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Council Member Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 5:20 p.m. Charlie Dissell, Community and Economic Development Director, entered the meeting. At 5:39 p.m. Council Member Parker moved to exit the closed session and Hulen seconded the motion. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

No action was taken on items discussed in closed session.

Council Member Schroder moved to adjourn at 5:40 p.m. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: November 15, 2021
Subject: Resolution setting a Public Hearing regarding an amendment to Chapter 3 of the Code of Ordinances of the City of Indianola, Iowa.

Introduction: The city council must hold a public hearing before final action is taken to adopt new precinct boundaries.

Background: The State legislature approved the state district maps and the Governor signed the bill on November 4, 2021. Cities have 60 days to adopt new precinct boundaries.

Discussion: According to the Secretary of State, "after a federal decennial census, each city council must review its precinct and ward (if any) boundaries to see whether the existing boundaries comply with current laws." After a review of our current precinct and ward boundaries, it has been determined that the current boundaries need to be redrawn in order to comply with current laws. Setting a public hearing is the first step in this process.

Budget Impact:

Recommendation: Approval of the resolution setting a public hearing.

Attachments:

1. PH Notice - Reprecincting
2. Res 2021- set PH for reprecincting

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF INDIANOLA, IOWA ON THE MATTER
OF AN AMENDMENT TO CHAPTER 3 OF THE CODE OF ORDINANCES OF THE CITY OF INDIANOLA

Public Notice is hereby given that the Council of the City of Indianola in the State of Iowa, will hold a public hearing on December 6, 2021 at 6:00 P.M. in the Council Chambers, City Hall, 110 North 1st Street, Indianola, Iowa, at which meeting Council proposes to take action on a proposed amendment to Chapter 3, Wards and Precincts.

A copy of the proposed changes to precinct and ward boundaries is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Indianola, Iowa.

At the above meeting, the Council shall receive oral and written objections from any resident or property owner of said City, to the proposed ordinance amendment. After all objections have been received and considered, the Council will at this meeting take additional action on the proposed ordinance amendment.

\s\Andrew J. Lent, City Clerk/CFO

City of Indianola
RESOLUTION 2021-

**RESOLUTION SETTING A PUBLIC HEARING REGARDING AN AMENDMENT TO CHAPTER 3 OF THE CODE
OF ORDINANCES OF THE CITY OF INDIANOLA, IOWA**

WHEREAS, the City of Indianola, Iowa desires to consider an amendment to Chapter 3, Wards and Precincts, of the Code of Ordinances of the City of Indianola; and

WHEREAS, a public hearing upon the proposed amendment to Chapter 3 should be held and a time and place for hearing thereon should be fixed.

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

1. That a public hearing be held by the Indianola City Council on the proposed amendment to Chapter 3, at the Indianola City Hall, 110 North 1st Street, Indianola, Iowa at 6:00 P.M. on December 6, 2021, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and City Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

Approved this 15th day of November 2021.

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: November 15, 2021

Subject: Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, L.L.C. and Phillips' Floors, Inc.

Introduction:

Background: As the Council is aware, the City is working with T.S. Investments Limited Liability Company, L.L.C. and Phillip's Floors, Inc. on a relocation project for their existing business. To help facilitate this relocation project, a Development Agreement has been proposed.

Discussion: A Public Hearing date on this matter is requested to be set for the December 6, 2021 City Council Meeting at 6:00 PM. It should be noted that at this time, the Council is simply being asked to set the public hearing date. If the hearing is set for December 6, formal action on the development agreement could occur on that date.

Budget Impact:

Recommendation: Staff recommends the Council set a public hearing for the December 6, 2021 City Council Meeting

Attachments: 1. T.S. Investments DA - Resolution Setting Dates (01961354x7F7E1)

ITEM TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

November 15, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Resolution fixing date for a public hearing on the proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, L.L.C. and Phillips' Floors, Inc.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

November 15, 2021

The City Council of the City of Indianola in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

Council Member _____ then introduced the following proposed Resolution entitled "RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON THE PROPOSAL TO ENTER INTO A DEVELOPMENT AGREEMENT WITH T.S. INVESTMENTS LIMITED LIABILITY COMPANY, L.L.C. AND PHILLIPS' FLOORS, INC., AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the Resolution duly adopted as follows:

RESOLUTION NO. _____

RESOLUTION FIXING DATE FOR A PUBLIC HEARING ON
THE PROPOSAL TO ENTER INTO A DEVELOPMENT
AGREEMENT WITH T.S. INVESTMENTS LIMITED
LIABILITY COMPANY, L.L.C. AND PHILLIPS' FLOORS, INC.,
AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Indianola, Iowa (the "City") adopted the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area by Resolution No. 11-94 on July 5, 1994, and subsequently amended the Hillcrest Urban Renewal Plan six times; and

WHEREAS, the City adopted the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area by Resolution No. 08-01 on September 4, 2001 and subsequently amended the Downtown Urban Renewal Plan two times; and

WHEREAS, the City adopted the Hillcrest/Downtown Unified Urban Renewal Plan (the "Unified Plan" or "Unified Urban Renewal Plan") for the Hillcrest/Downtown Unified Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, by Resolution No. 2015-44 on November 16, 2015, when the City unified the existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas; and

WHEREAS, the Unified Plan has subsequently been amended six times, lastly by Amendment No. 6 to the Unified Plan to be adopted in 2021; and

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

WHEREAS, the City has received a proposal from T.S. Investments Limited Liability Company, L.L.C. (the "Developer") and Phillips' Floors, Inc. (the "Employer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City, Developer, and Employer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the construction of 26,358 square foot building, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further requires the Employer to occupy and operate its business in the Minimum Improvements, including employing a minimum number of employees in those operations, during the term of the Agreement; and

WHEREAS, the Agreement further proposes that the City will make a one-time grant payment in an amount of \$45,000 ("Economic Development Grant") to the Developer, within 30 business days of the issuance of a certificate of occupancy for the Minimum Improvements, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer, Employer, and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,200,000; and

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

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

WHEREAS, neither the Urban Renewal Law nor any other Code provision sets forth any procedural action required to be taken before said economic development activities can occur under the Agreement, and pursuant to Section 364.6, Code of Iowa, it is deemed sufficient if the action hereinafter described be taken and the City Clerk publish notice of the proposal and of the time and place of the meeting at which the Council proposes to take action thereon and to receive oral and/or written objections from any resident or property owner of said City to such action.

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

Section 1. That this Council meet in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 6:00 P.M. on December 6, 2021, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, L.L.C. and Phillips' Floors, Inc.

Section 2. That the City Clerk is hereby directed to cause at least one publication to be made of a notice of said meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in said City, said publication to be not less than four (4) clear days nor more than twenty (20) days before the date of said public meeting.

Section 3. The notice of the proposed action shall be in substantially the following form:

(One publication required)

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF
THE CITY OF INDIANOLA IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO A
DEVELOPMENT AGREEMENT WITH T.S. INVESTMENTS
LIMITED LIABILITY COMPANY, L.L.C. AND PHILLIPS'
FLOORS, INC., AND THE HEARING THEREON

PUBLIC NOTICE is hereby given that the Council of the City of Indianola in the State of Iowa, will hold a public hearing on December 6, 2021, at 6:00 P.M. in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at which meeting the Council proposes to take action on the proposal to enter into a Development Agreement (the "Agreement") with T.S. Investments Limited Liability Company, L.L.C. (the "Developer") and Phillips' Floors, Inc. (the "Employer").

The Agreement would obligate the Developer to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Hillcrest/Downtown Unified Urban Renewal Area as defined and legally described in the Agreement (the "Development Property"), consisting of the construction of 26,358 square foot building, together with all related site improvements, under the terms and following satisfaction of the conditions set forth in the Agreement. The Agreement would obligate the Employer to occupy and operate its business in the Minimum Improvements, including employing a minimum number of employees in those operations, during the duration of the Agreement.

The Agreement further proposes that the City will make a one-time grant payment in an amount of to \$45,000 ("Economic Development Grant") to the Developer, under the terms and following satisfaction of the conditions set forth in the Agreement.

The Agreement also proposes that Developer, Employer, and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Minimum Improvements for tax purposes at not less than \$2,200,000.

A copy of the Agreement is on file for public inspection during regular business hours in the office of the City Clerk, City Hall, City of Indianola, Iowa.

At the above meeting the Council shall receive oral or written objections from any resident or property owner of said City, to the proposal to enter into the Agreement with the Developer and Employer. After all objections have been received and considered, the Council will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This notice is given by order of the City Council of the City of Indianola in the State of Iowa, as provided by Section 364.6, Code of Iowa.

Dated this _____ day of _____, 2021.

City Clerk, City of Indianola in the State of Iowa

(End of Notice)

PASSED AND APPROVED this 15th day of November, 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 Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

01961354-1\13538-170



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: November 15, 2021
Subject: Approval of Payment Application Number 5 to Absolute Concrete for the Square Reconstruction Project in an amount not to exceed \$282,664.45.

Introduction: Absolute Concrete has submitted an application for partial payment of contract.

Background: Absolute Concrete is the contractor for the Square Reconstruction Project.

Discussion: Payment Application Number 5 is for work performed from September 26 through October 23, 2021.

Budget Impact: \$282,664.45

Recommendation: Approval.

Attachments: 1. PayApp #5 Oct '21_Signed

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



Project Title: City Square Reconstruction
Contractor: Absolute Concrete Construction Inc.
Address: 1000 W. 6th AVE Slater, IA 50244
Original Contract Date: May 3, 2021
Project Completion Date: October 30, 2023

Date of Council Meeting: November 15, 2021
PAYMENT REQUEST # 5
PAYMENT PERIOD: From: September 26, 2021 Through: October 23, 2021

Contract Summary

Original Contract Amount:	\$	8,499,759.80	
Net change by Change Orders:	\$	87,794.68	
Revised Contract Amount: (line 1 ± 2)	\$	8,587,554.48	
Total completed and stored to date:	\$	2,086,997.81	
Retainage: 5 % of Completed Work:	\$	104,349.89	
Total Earned less Retainage:	\$	1,982,647.92	
Less previous applications for payment:	\$	1,699,983.47	
SUBTOTAL	\$		282,664.45

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 282,664.45

Balance to finish, including retainage: \$ 6,604,906.56

Contract Time Remaining (If applicable) 714.00 CALENDAR DAYS

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 the amounts have been paid by the Contractor for work for which previous Certificate(s) for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Construction Contractor Approval: Absolute Concrete Construction Inc.

Signature: Firm Name: Eli Hartog Date: 11-1-21

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature: Firm Name: CNK Date: 05 NOV 2021

City of Indianola Approval:
Signature: _____ Date: _____

Submit to: Akhilesh Pal, P.E. - Public Works Director
E-mail: apal@indianolaiowa.gov **Phone:** (515) 961-9415

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2021	\$ 214,430.91
2	August 16, 2021	\$ 574,177.32
3	September 20, 2021	\$ 456,589.95
4	October 18, 2021	\$ 454,785.29
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Previous Applications for Payment

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TOTAL \$ 1,699,983.47

Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 14,919.55
2	August 16, 2021	\$ 24,257.13
3	September 20, 2021	\$ 21,645.00
4	October 18, 2021	\$ 26,973.00
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TOTAL \$ 87,794.68

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	May 3, 2021
Original Completion Date:	October 30, 2023
Added by Change Order:	
Contract Time to Date:	910.00
Time Used to Date:	196.00
Contract Time Remaining:	<u>714.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 1											
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00	\$ 29,920.00		\$ -	352.00	0.00%
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00	\$ 11,200.00		\$ -	140.00	0.00%
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00		360.00	\$ 265.00	\$ 95,400.00		\$ -	360.00	0.00%
4	EXCAVATION, CLASS 10	CY	8,313.60		8,313.60	\$ 18.00	\$ 149,644.80	2,459.20	\$ 44,265.60	5,854.40	29.58%
5	SUBGRADE PREPARATION	SY	17,500.00		17,500.00	\$ 4.00	\$ 70,000.00	3,972.00	\$ 15,888.00	13,528.00	22.70%
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00		7,400.00	\$ 6.00	\$ 44,400.00	2,944.80	\$ 17,668.80	4,455.20	39.79%
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00		17,500.00	\$ 12.50	\$ 218,750.00	3,972.00	\$ 49,650.00	13,528.00	22.70%
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00		5,425.00	\$ 10.50	\$ 56,962.50	509.70	\$ 5,351.85	4,915.30	9.40%
9	TRENCH FOUNDATION	TON	100.00		100.00	\$ 55.00	\$ 5,500.00		\$ -	100.00	0.00%
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00		700.00	\$ 85.00	\$ 59,500.00		\$ -	700.00	0.00%
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00		1,024.00	\$ 425.00	\$ 435,200.00		\$ -	1,024.00	0.00%
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00		38.00	\$5,000.00	\$ 190,000.00		\$ -	38.00	0.00%
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00		110.00	\$ 145.00	\$ 15,950.00		\$ -	110.00	0.00%
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00		1,860.00	\$ 150.00	\$ 279,000.00	474.00	\$ 71,100.00	1,386.00	25.48%
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00		455.00	\$ 175.00	\$ 79,625.00	411.00	\$ 71,925.00	44.00	90.33%
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00		270.00	\$ 200.00	\$ 54,000.00	265.00	\$ 53,000.00	5.00	98.15%
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00		380.00	\$ 275.00	\$ 104,500.00	380.00	\$ 104,500.00	-	100.00%
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00		1,110.00	\$ 30.00	\$ 33,300.00	707.00	\$ 21,210.00	403.00	63.69%
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00		4,350.00	\$ 25.00	\$ 108,750.00	1,393.00	\$ 34,825.00	2,957.00	32.02%
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00		1,220.00	\$ 28.00	\$ 34,160.00	200.00	\$ 5,600.00	1,020.00	1.64%
21	SUBDRAIN CLEANOUT	EA	25.00		25.00	\$1,000.00	\$ 25,000.00	7.00	\$ 7,000.00	18.00	28.00%
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00		40.00	\$ 275.00	\$ 11,000.00	16.00	\$ 4,400.00	24.00	40.00%
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00		180.00	\$ 55.00	\$ 9,900.00	67.75	\$ 3,726.25	112.25	37.64%
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00		2,700.00	\$ 110.00	\$ 297,000.00	454.00	\$ 49,940.00	2,246.00	16.81%
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00		1,462.00	\$ 15.00	\$ 21,930.00	618.00	\$ 9,270.00	844.00	42.27%
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00		52.00	\$2,300.00	\$ 119,600.00	8.00	\$ 18,400.00	44.00	15.38%
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$3,500.00	\$ 7,000.00	1.00	\$ 3,500.00	1.00	50.00%
28	WATER SERVICE CURB STOP AND BOX	EA	53.00		53.00	\$ 885.00	\$ 46,905.00	9.00	\$ 7,965.00	44.00	16.98%
29	TEMPORARY WATER SYSTEM	LS	1.00		1.00	\$165,000.00	\$ 165,000.00		\$ -	1.00	0.00%
30	VALVE, GATE, 6 INCH	EA	1.00		1.00	\$1,800.00	\$ 1,800.00		\$ -	1.00	0.00%
31	VALVE, GATE, 8 INCH	EA	8.00		8.00	\$2,300.00	\$ 18,400.00	2.00	\$ 4,600.00	6.00	25.00%
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	1.00	4.00	\$7,000.00	\$ 28,000.00	1.00	\$ 7,000.00	3.00	25.00%
33	FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$6,800.00	\$ 27,200.00	2.00	\$ 13,600.00	2.00	50.00%
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00		1.00	\$3,800.00	\$ 3,800.00		\$ -	1.00	0.00%
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00		6.00	\$1,000.00	\$ 6,000.00	2.00	\$ 2,000.00	4.00	33.33%
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00		6.00	\$7,100.00	\$ 42,600.00		\$ -	6.00	0.00%
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00		15.00	\$5,500.00	\$ 82,500.00	3.00	\$ 16,500.00	12.00	20.00%
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00		6.00	\$8,800.00	\$ 52,800.00	5.00	\$ 44,000.00	1.00	83.33%
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00		1.00	\$12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
40	INTAKE, SW-501	EA	28.00		28.00	\$4,500.00	\$ 126,000.00	11.00	\$ 49,500.00	17.00	39.29%
41	INTAKE, SW-511	EA	1.00		1.00	\$4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00		6.00	\$3,200.00	\$ 19,200.00		\$ -	6.00	0.00%
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00		3.00	\$6,000.00	\$ 18,000.00	2.00	\$ 12,000.00	1.00	66.67%
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00		6.00	\$5,500.00	\$ 33,000.00		\$ -	6.00	0.00%
45	REMOVE MANHOLE	EA	9.00		9.00	\$1,000.00	\$ 9,000.00	3.00	\$ 3,000.00	6.00	33.33%
46	REMOVE INTAKE	EA	18.00		18.00	\$1,000.00	\$ 18,000.00	7.00	\$ 7,000.00	11.00	38.89%
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00		3,700.00	\$ 65.00	\$ 240,500.00	12.12	\$ 787.80	3,687.88	0.33%
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00		10,900.00	\$ 85.00	\$ 926,500.00	3,886.18	\$ 313,325.30	7,013.82	33.82%
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00		250.00	\$ 130.00	\$ 32,500.00	82.01	\$ 10,661.30	167.99	32.80%
50	PCC CURB AND GUTTER, 2'	LF	6,775.00		6,775.00	\$ 80.00	\$ 542,000.00	1,479.23	\$ 118,338.40	5,295.77	21.83%
51	CONCRETE MEDIAN	SY	55.00		55.00	\$ 100.00	\$ 5,500.00		\$ -	55.00	0.00%
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00		4,850.00	\$ 12.00	\$ 58,200.00	1,094.94	\$ 13,139.28	3,755.06	22.58%
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00		4,300.00	\$ 45.00	\$ 193,500.00	401.38	\$ 18,062.10	3,898.62	9.33%
54	SIDEWALK, PCC, 6 INCH	SY	960.00		960.00	\$ 50.00	\$ 48,000.00	103.63	\$ 5,181.50	856.37	10.79%
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00		170.00	\$ 95.00	\$ 16,150.00		\$ -	170.00	0.00%
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	4,225.00		4,225.00	\$ 25.00	\$ 105,625.00		\$ -	4,225.00	0.00%
57	DETECTABLE WARNING	SF	640.00		640.00	\$ 50.00	\$ 32,000.00	108.00	\$ 5,400.00	532.00	16.88%
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00		240.00	\$ 55.00	\$ 13,200.00	73.35	\$ 4,034.25	166.65	30.56%
59	PAVEMENT REMOVAL	SY	24,700.00		24,700.00	\$ 14.00	\$ 345,800.00	6,733.30	\$ 94,266.20	17,966.70	27.26%
60	STORAGE AGGREGATE	TON	5,420.00		5,420.00	\$ 40.00	\$ 216,800.00	1,814.92	\$ 72,596.80	3,605.08	33.49%
61	FILTER AGGREGATE	TON	1,330.00		1,330.00	\$ 45.00	\$ 59,850.00	375.86	\$ 16,913.70	954.14	28.26%
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00		5,160.00	\$ 62.50	\$ 322,500.00	1,331.00	\$ 83,187.50	3,829.00	25.79%
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00		2,100.00	\$ 25.00	\$ 52,500.00		\$ -	2,100.00	0.00%
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00		65.00	\$ 575.00	\$ 37,375.00	18.93	\$ 10,884.75	46.07	29.12%
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00		27.00	\$ 730.00	\$ 19,710.00		\$ -	27.00	0.00%
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00		15.00	\$ 325.00	\$ 4,875.00		\$ -	15.00	0.00%
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00		45.00	\$ 425.00	\$ 19,125.00	1.00	\$ 425.00	44.00	2.22%
68	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 75,000.00	\$ 75,000.00	0.24	\$ 18,000.00	0.76	24.00%
69	SOD	SQ	100.00		100.00	\$ 75.00	\$ 7,500.00		\$ -	100.00	0.00%
70	DECIDUOUS SHRUBS	EA	60.00		60.00	\$ 150.00	\$ 9,000.00		\$ -	60.00	0.00%
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00		2,134.00	\$ 20.00	\$ 42,680.00		\$ -	2,134.00	0.00%
72	DECIDUOUS TREE	EA	43.00		43.00	\$ 550.00	\$ 23,650.00		\$ -	43.00	0.00%
73	TREE GRATE AND FRAME	EA	24.00		24.00	\$ 500.00	\$ 12,000.00		\$ -	24.00	0.00%
74	SWPPP PREPARATION	LS	1.00		1.00	\$2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	100.00%
75	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 13,500.00	\$ 13,500.00	0.24	\$ 3,240.00	0.76	24.00%
76	FILTER SOCK, 8 INCH	LF	1,500.00		1,500.00	\$ 2.50	\$ 3,750.00	1,909.00	\$ 4,772.50	(409.00)	127.27%
77	TEMPORARY RECP, TYPE 3.A	SY	270.00		270.00	\$ 3.00	\$ 810.00		\$ -	270.00	0.00%
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00		2.00	\$2,000.00	\$ 4,000.00		\$ -	2.00	0.00%
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00		41.00	\$ 265.00	\$ 10,865.00	13.00	\$ 3,445.00	28.00	31.71%
80	VAULT, FILL	EA	1.00		1.00	\$7,400.00	\$ 7,400.00	0.41	\$ 3,034.00	0.59	41.00%
81	CISTERN ABANDONMENT	EA	3.00		3.00	\$8,000.00	\$ 24,000.00	2.00	\$ 16,000.00	1.00	66.67%
82	MOBILIZATION	LS	1.00		1.00	\$ 1,000,000.00	\$ 1,000,000.00	0.35	\$ 350,000.00	0.65	35.00%
83	CONCRETE WASHOUT	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.24	\$ 2,400.00	0.76	24.00%
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-		-	\$200,000.00	\$ -		\$ -	-	0.00%
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-		-	\$ 75,000.00	\$ -		\$ -	-	0.00%
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-		-	\$ 75,000.00	\$ -		\$ -	-	0.00%
87	STEEL BENCH	EA	9.00		9.00	\$3,250.00	\$ 29,250.00		\$ -	9.00	0.00%
88	LITTER RECEPTACLE	EA	6.00		6.00	\$3,000.00	\$ 18,000.00		\$ -	6.00	0.00%
89	BIKE RACK	EA	6.00		6.00	\$ 925.00	\$ 5,550.00		\$ -	6.00	0.00%
90	EVENT POWER PEDESTAL	EA	7.00		7.00	\$1,500.00	\$ 10,500.00		\$ -	7.00	0.00%
91	1' CONCRETE BAND	LF	1,270.00		1,270.00	\$ 35.00	\$ 44,450.00		\$ -	1,270.00	0.00%
92	PLANTER CURB	LF	430.00		430.00	\$ 85.00	\$ 36,550.00		\$ -	430.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

93	SEAT WALL	LF	108.00		108.00	\$ 125.00	\$ 13,500.00		\$ -	108.00	0.00%
94	BIO-RETENTION ROCK CHAMBER	TON	35.00		35.00	\$ 100.00	\$ 3,500.00		\$ -	35.00	0.00%
95	RAIN GUARDIAN TURRET	EA	5.00		5.00	\$ 7,500.00	\$ 37,500.00		\$ -	5.00	0.00%
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00		5.00	\$ 1,400.00	\$ 7,000.00		\$ -	5.00	0.00%
97	SALVAGE STREET LIGHT POLE	EA	12.00		12.00	\$ 350.00	\$ 4,200.00	14.00	\$ 4,900.00	(2.00)	116.67%
98	PLANTER POT	EA	4.00		4.00	\$ 2,125.00	\$ 8,500.00		\$ -	4.00	0.00%
99	GFCI RECEPTACLE	EA	32.00		32.00	\$ 950.00	\$ 30,400.00		\$ -	32.00	0.00%
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00		52.00	\$ 1,650.00	\$ 85,800.00		\$ -	52.00	0.00%
101	SERVICE CABINET	EA	2.00		2.00	\$ 4,350.00	\$ 8,700.00		\$ -	2.00	0.00%
102	HANDHOLE	EA	59.00		59.00	\$ 750.00	\$ 44,250.00		\$ -	59.00	0.00%
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00		1,699.00	\$ 10.50	\$ 17,839.50	526.00	\$ 5,523.00	1,173.00	30.96%
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00		6,673.00	\$ 12.50	\$ 83,412.50	1,985.00	\$ 24,812.50	4,688.00	29.75%
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00		650.00	\$ 16.50	\$ 10,725.00	270.00	\$ 4,455.00	380.00	41.54%
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00		945.00	\$ 21.00	\$ 19,845.00	584.50	\$ 12,274.50	360.50	61.85%
107	1-1/2" HDPE CONDUIT HDD	LF	866.00		866.00	\$ 24.00	\$ 20,784.00		\$ -	866.00	0.00%
108	#6 AWG CONDUCTOR	LF	26,943.00		26,943.00	\$ 2.00	\$ 53,886.00		\$ -	26,943.00	0.00%
109	#8 AWG CONDUCTOR	LF	5,216.00		5,216.00	\$ 1.50	\$ 7,824.00		\$ -	5,216.00	0.00%
110	#10 AWG CONDUCTOR	LF	3,661.00		3,661.00	\$ 1.50	\$ 5,491.50		\$ -	3,661.00	0.00%
111	#12 AWG CONDUCTOR	LF	1,244.00		1,244.00	\$ 1.25	\$ 1,555.00		\$ -	1,244.00	0.00%
112	YARD HYDRANT	EA	16.00		16.00	\$ 2,300.00	\$ 36,800.00	3.00	\$ 6,900.00	13.00	18.75%
113	PERMEABLE PAVER MONITORING WELL	EA	6.00		6.00	\$ 2,000.00	\$ 12,000.00	3.00	\$ 6,000.00	3.00	50.00%
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS		1.00	1.00	\$ 3,496.50	\$ 3,496.50	0.81	\$ 2,832.17	0.19	81.00%
115	TEMPORARY STORM SEWER	LS		1.00	1.00	\$ 10,323.00	\$ 10,323.00	1.00	\$ 10,323.00	-	100.00%
116	CLAY PIPE CONNECTIONS	LS		1.00	1.00	\$ 21,645.00	\$ 21,645.00	1.00	\$ 21,645.00	-	100.00%
117	METER PIT	EA		4.00	4.00	\$ 5,355.75	\$ 21,423.00	1.00	\$ 5,355.75	3.00	25.00%
118	ONE MAJOR MANHOLE ADJUSTMENT	LS		1.00	1.00	\$ 5,550.00	\$ 5,550.00	1.00	\$ 5,550.00	-	100.00%
DIVISION 2											
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$ 90.00	\$ 3,420.00	38.00	\$ 3,420.00	-	100.00%
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$ 50.00	\$ 3,265.00	65.30	\$ 3,265.00	-	100.00%
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$ 2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	-	100.00%
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50		22.50	\$ 700.00	\$ 15,750.00	9.36	\$ 6,552.00	13.14	41.60%
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00		16.00	\$ 325.00	\$ 5,200.00	16.00	\$ 5,200.00	-	100.00%
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00		10.00	\$ 200.00	\$ 2,000.00	10.00	\$ 2,000.00	-	100.00%
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	1.00	5.00	\$ 115.00	\$ 575.00	5.00	\$ 575.00	-	100.00%
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00		4.00	\$ 425.00	\$ 3,400.00	6.00	\$ 2,550.00	2.00	75.00%
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY		27.30	27.30	\$ 183.15	\$ 5,000.00	27.30	\$ 5,000.00	-	100.00%
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA		3.00	3.00	\$ 149.85	\$ 449.55	2.72	\$ 407.59	0.28	90.67%
D2.11	BOLLARDS	EA		4.00	4.00	\$ 555.00	\$ 2,220.00	4.00	\$ 2,220.00	-	100.00%
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA		6.00	6.00	\$ 166.50	\$ 999.00	3.20	\$ 532.80	2.80	53.33%
D2.13	MOBILIZATION	LS		1.00	1.00	\$ 1,054.50	\$ 1,054.50	1.00	\$ 1,054.50	-	100.00%
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS		1.00	1.00	\$ 834.13	\$ 834.13	1.00	\$ 834.13	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,587,554.48

\$ 2,086,997.81

-75.70%

CONTRACT PRICE DETAIL - Funding Break Down

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	City Quantity Complete	City Value of Work Complete	City - Sanitary Sewer Quantity Complete	City - Sanitary Sewer Value of Work Complete	SRF Quantity Complete	SRF Value of Work Complete	IMU - Water Quantity Complete	IMU - Water Value of Work Complete	TOTAL VALUE OF COMPLETED WORK
DIVISION 1															
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00		\$ -		\$ -		\$ -		\$ -	\$ -
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00		\$ -		\$ -		\$ -		\$ -	\$ -
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00		360.00	\$ 265.00		\$ -		\$ -		\$ -		\$ -	\$ -
4	EXCAVATION, CLASS 10	CY	8,313.60		8,313.60	\$ 18.00		\$ -		\$ -		\$ -		\$ -	\$ -
5	SUBGRADE PREPARATION	SY	17,500.00		17,500.00	\$ 4.00	3972.00	\$ 15,888.00		\$ -	2459.20	\$ 44,265.60		\$ -	\$ 44,265.60
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00		7,400.00	\$ 6.00		\$ -		\$ -	2944.80	\$ 17,668.80		\$ -	\$ 17,668.80
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00		17,500.00	\$ 12.50	3972.00	\$ 49,650.00		\$ -		\$ -		\$ -	\$ 49,650.00
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00		5,425.00	\$ 10.50	509.70	\$ 5,351.85		\$ -		\$ -		\$ -	\$ 5,351.85
9	TRENCH FOUNDATION	TON	100.00		100.00	\$ 55.00		\$ -		\$ -		\$ -		\$ -	\$ -
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00		700.00	\$ 85.00		\$ -		\$ -		\$ -		\$ -	\$ -
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00		1,024.00	\$ 425.00		\$ -		\$ -		\$ -		\$ -	\$ -
12	SANITARY SEWER SERVICE, PVC SDR 23.5, 6 IN.	EA	38.00		38.00	\$ 5,000.00		\$ -		\$ -		\$ -		\$ -	\$ -
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00		110.00	\$ 145.00		\$ -		\$ -		\$ -		\$ -	\$ -
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00		1,860.00	\$ 150.00	397.50	\$ 59,625.00		\$ -	76.50	\$ 11,475.00		\$ -	\$ 71,100.00
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00		455.00	\$ 175.00	411.00	\$ 71,925.00		\$ -		\$ -		\$ -	\$ 71,925.00
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00		270.00	\$ 200.00	265.00	\$ 53,000.00		\$ -		\$ -		\$ -	\$ 53,000.00
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00		380.00	\$ 275.00	380.00	\$ 104,500.00		\$ -		\$ -		\$ -	\$ 104,500.00
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00		1,110.00	\$ 30.00	707.00	\$ 21,210.00		\$ -		\$ -		\$ -	\$ 21,210.00
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00		4,350.00	\$ 25.00		\$ -		\$ -	1393.00	\$ 34,825.00		\$ -	\$ 34,825.00
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00		1,220.00	\$ 28.00		\$ -		\$ -	20.00	\$ 560.00		\$ -	\$ 560.00
21	SUBDRAIN CLEANOUT	EA	25.00		25.00	\$ 1,000.00		\$ -		\$ -	7.00	\$ 7,000.00		\$ -	\$ 7,000.00
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00		40.00	\$ 275.00		\$ -		\$ -	16.00	\$ 4,400.00		\$ -	\$ 4,400.00
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00		180.00	\$ 55.00	67.75	\$ 3,726.25		\$ -		\$ -		\$ -	\$ 3,726.25
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00		2,700.00	\$ 110.00		\$ -		\$ -		\$ -	454.00	\$ 49,940.00	\$ 49,940.00
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00		1,462.00	\$ 15.00		\$ -		\$ -		\$ -	618.00	\$ 9,270.00	\$ 9,270.00
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00		52.00	\$ 2,300.00		\$ -		\$ -		\$ -	8.00	\$ 18,400.00	\$ 18,400.00
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00		\$ -		\$ -		\$ -	1.00	\$ 3,500.00	\$ 3,500.00
28	WATER SERVICE CURB STOP AND BOX	EA	53.00		53.00	\$ 865.00		\$ -		\$ -		\$ -	9.00	\$ 7,965.00	\$ 7,965.00
29	TEMPORARY WATER SYSTEM	LS	1.00		1.00	\$ 165,000.00		\$ -		\$ -		\$ -		\$ -	\$ -
30	VALVE, GATE, 6 INCH	EA	1.00		1.00	\$ 1,800.00		\$ -		\$ -		\$ -		\$ -	\$ -
31	VALVE, GATE, 8 INCH	EA	8.00		8.00	\$ 2,300.00		\$ -		\$ -		\$ -		\$ -	\$ -
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	1.00	4.00	\$ 7,000.00		\$ -		\$ -		\$ -	2.00	\$ 4,600.00	\$ 4,600.00
33	FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 6,800.00		\$ -		\$ -		\$ -	1.00	\$ 7,000.00	\$ 7,000.00
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00		1.00	\$ 3,800.00		\$ -		\$ -		\$ -	2.00	\$ 13,600.00	\$ 13,600.00
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00		6.00	\$ 1,000.00		\$ -		\$ -		\$ -		\$ -	\$ -
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00		6.00	\$ 7,100.00		\$ -		\$ -		\$ -	2.00	\$ 2,000.00	\$ 2,000.00
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00		15.00	\$ 5,500.00	3.00	\$ 16,500.00		\$ -		\$ -		\$ -	\$ 16,500.00
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00		6.00	\$ 8,800.00	5.00	\$ 44,000.00		\$ -		\$ -		\$ -	\$ 44,000.00
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00		1.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -		\$ -		\$ -	\$ 12,000.00
40	INTAKE, SW-501	EA	28.00		28.00	\$ 4,500.00		\$ -		\$ -	11.00	\$ 49,500.00		\$ -	\$ 49,500.00
41	INTAKE, SW-511	EA	1.00		1.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -		\$ -		\$ -	\$ 4,500.00
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00		6.00	\$ 3,200.00		\$ -		\$ -		\$ -		\$ -	\$ -
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00		3.00	\$ 6,000.00	2.00	\$ 12,000.00		\$ -		\$ -		\$ -	\$ 12,000.00
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00		6.00	\$ 5,500.00		\$ -		\$ -		\$ -		\$ -	\$ -
45	REMOVE MANHOLE	EA	9.00		9.00	\$ 1,000.00	3.00	\$ 3,000.00		\$ -		\$ -		\$ -	\$ 3,000.00
46	REMOVE INTAKE	EA	18.00		18.00	\$ 1,000.00	7.00	\$ 7,000.00		\$ -		\$ -		\$ -	\$ 7,000.00
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00		3,700.00	\$ 65.00	12.12	\$ 787.80		\$ -		\$ -		\$ -	\$ 787.80
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00		10,900.00	\$ 85.00	3686.18	\$ 313,325.30		\$ -		\$ -		\$ -	\$ 313,325.30
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00		250.00	\$ 130.00	82.01	\$ 10,661.30		\$ -		\$ -		\$ -	\$ 10,661.30
50	PCC CURB AND GUTTER, 2'	LF	6,775.00		6,775.00	\$ 80.00	776.19	\$ 62,095.20		\$ -	703.04	\$ 56,243.20		\$ -	\$ 118,338.40
51	CONCRETE MEDIAN	SY	55.00		55.00	\$ 100.00		\$ -		\$ -		\$ -		\$ -	\$ -
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00		4,850.00	\$ 12.00	1094.94	\$ 13,139.28		\$ -		\$ -		\$ -	\$ 13,139.28
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00		4,300.00	\$ 45.00	401.38	\$ 18,062.10		\$ -		\$ -		\$ -	\$ 18,062.10
54	SIDEWALK, PCC, 6 INCH	SY	960.00		960.00	\$ 50.00	103.63	\$ 5,181.50		\$ -		\$ -		\$ -	\$ 5,181.50
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00		170.00	\$ 95.00		\$ -		\$ -		\$ -		\$ -	\$ -
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	4,225.00		4,225.00	\$ 25.00		\$ -		\$ -		\$ -		\$ -	\$ -
57	DETECTABLE WARNING	SF	640.00		640.00	\$ 50.00	108.00	\$ 5,400.00		\$ -		\$ -		\$ -	\$ 5,400.00
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00		240.00	\$ 55.00	73.35	\$ 4,034.25		\$ -		\$ -		\$ -	\$ 4,034.25
59	PAVEMENT REMOVAL	SY	24,700.00		24,700.00	\$ 14.00	6733.30	\$ 94,266.20		\$ -		\$ -		\$ -	\$ 94,266.20
60	STORAGE AGGREGATE	TON	5,420.00		5,420.00	\$ 40.00		\$ -		\$ -	1814.92	\$ 72,596.80		\$ -	\$ 72,596.80
61	FILTER AGGREGATE	TON	1,330.00		1,330.00	\$ 45.00		\$ -		\$ -	375.86	\$ 16,913.70		\$ -	\$ 16,913.70
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00		5,160.00	\$ 62.50		\$ -		\$ -	1331.00	\$ 83,187.50		\$ -	\$ 83,187.50
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00		2,100.00	\$ 25.00		\$ -		\$ -		\$ -		\$ -	\$ -
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00		65.00	\$ 575.00	18.93	\$ 10,884.75		\$ -		\$ -		\$ -	\$ 10,884.75
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00		27.00	\$ 730.00		\$ -		\$ -		\$ -		\$ -	\$ -
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00		15.00	\$ 325.00		\$ -		\$ -		\$ -		\$ -	\$ -
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00		45.00	\$ 425.00	1.00	\$ 425.00		\$ -		\$ -		\$ -	\$ 425.00
68	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 75,000.00	0.24	\$ 18,000.00		\$ -		\$ -		\$ -	\$ 18,000.00
69	SOD	SQ	100.00		100.00	\$ 75.00		\$ -		\$ -		\$ -		\$ -	\$ -
70	DECIDUOUS SHRUBS	EA	60.00		60.00	\$ 150.00		\$ -		\$ -		\$ -		\$ -	\$ -
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00		2,134.00	\$ 20.00		\$ -		\$ -		\$ -		\$ -	\$ -
72	DECIDUOUS TREE	EA	43.00		43.00	\$ 550.00		\$ -		\$ -		\$ -		\$ -	\$ -
73	TREE GRATE AND FRAME	EA	24.00		24.00	\$ 500.00		\$ -		\$ -		\$ -		\$ -	\$ -

74	SWPPP PREPARATION	LS	1.00		1.00	\$2,000.00	1.00	\$	2,000.00		\$	-		\$	-	\$	2,000.00
75	SWPPP MANAGEMENT	LS	1.00		1.00	\$13,500.00	0.24	\$	3,240.00		\$	-		\$	-	\$	3,240.00
76	FILTER SOCK, 8 INCH	LF	1,500.00		1,500.00	\$ 2.50	1909.00	\$	4,772.50		\$	-		\$	-	\$	4,772.50
77	TEMPORARY RECP, TYPE 3.A	SY	270.00		270.00	\$ 3.00		\$	-		\$	-		\$	-	\$	-
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00		2.00	\$2,000.00		\$	-		\$	-		\$	-	\$	-
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00		41.00	\$ 265.00	13.00	\$	3,445.00		\$	-		\$	-	\$	3,445.00
80	VAULT, FILL	EA	1.00		1.00	\$7,400.00	0.41	\$	3,034.00		\$	-		\$	-	\$	3,034.00
81	CISTERN ABANDONMENT	EA	3.00		3.00	\$8,000.00	2.00	\$	16,000.00		\$	-		\$	-	\$	16,000.00
82	MOBILIZATION	LS	1.00		1.00	\$ 1,000,000.00	0.35	\$	350,000.00		\$	-		\$	-	\$	350,000.00
83	CONCRETE WASHOUT	LS	1.00		1.00	\$10,000.00	0.24	\$	2,400.00		\$	-		\$	-	\$	2,400.00
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-		-	\$200,000.00		\$	-		\$	-		\$	-	\$	-
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-		-	\$75,000.00		\$	-		\$	-		\$	-	\$	-
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-		-	\$75,000.00		\$	-		\$	-		\$	-	\$	-
87	STEEL BENCH	EA	9.00		9.00	\$3,250.00		\$	-		\$	-		\$	-	\$	-
88	LITTER RECEPTACLE	EA	6.00		6.00	\$3,000.00		\$	-		\$	-		\$	-	\$	-
89	BIKE RACK	EA	6.00		6.00	\$ 925.00		\$	-		\$	-		\$	-	\$	-
90	EVENT POWER PEDESTAL	EA	7.00		7.00	\$1,500.00		\$	-		\$	-		\$	-	\$	-
91	1' CONCRETE BAND	LF	1,270.00		1,270.00	\$ 35.00		\$	-		\$	-		\$	-	\$	-
92	PLANTER CURB	LF	430.00		430.00	\$ 85.00		\$	-		\$	-		\$	-	\$	-
93	SEAT WALL	LF	108.00		108.00	\$ 125.00		\$	-		\$	-		\$	-	\$	-
94	BIO-RETENTION ROCK CHAMBER	TON	35.00		35.00	\$ 100.00		\$	-		\$	-		\$	-	\$	-
95	RAIN GUARDIAN TURRET	EA	5.00		5.00	\$7,500.00		\$	-		\$	-		\$	-	\$	-
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00		5.00	\$1,400.00		\$	-		\$	-		\$	-	\$	-
97	SALVAGE STREET LIGHT POLE	EA	12.00		12.00	\$ 350.00	14.00	\$	4,900.00		\$	-		\$	-	\$	4,900.00
98	PLANTER POT	EA	4.00		4.00	\$2,125.00		\$	-		\$	-		\$	-	\$	-
99	GFCI RECEPTACLE	EA	32.00		32.00	\$ 950.00		\$	-		\$	-		\$	-	\$	-
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00		52.00	\$1,650.00		\$	-		\$	-		\$	-	\$	-
101	SERVICE CABINET	EA	2.00		2.00	\$4,350.00		\$	-		\$	-		\$	-	\$	-
102	HANDHOLE	EA	59.00		59.00	\$ 750.00		\$	-		\$	-		\$	-	\$	-
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00		1,699.00	\$ 10.50	526.00	\$	5,523.00		\$	-		\$	-	\$	5,523.00
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00		6,673.00	\$ 12.50	1985.00	\$	24,812.50		\$	-		\$	-	\$	24,812.50
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00		650.00	\$ 16.50	270.00	\$	4,455.00		\$	-		\$	-	\$	4,455.00
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00		945.00	\$ 21.00	584.50	\$	12,274.50		\$	-		\$	-	\$	12,274.50
107	1-1/2" HDPE CONDUIT HDD	LF	866.00		866.00	\$ 24.00		\$	-		\$	-		\$	-	\$	-
108	#6 AWG CONDUCTOR	LF	26,943.00		26,943.00	\$ 2.00		\$	-		\$	-		\$	-	\$	-
109	#8 AWG CONDUCTOR	LF	5,216.00		5,216.00	\$ 1.50		\$	-		\$	-		\$	-	\$	-
110	#10 AWG CONDUCTOR	LF	3,661.00		3,661.00	\$ 1.50		\$	-		\$	-		\$	-	\$	-
111	#12 AWG CONDUCTOR	LF	1,244.00		1,244.00	\$ 1.25		\$	-		\$	-		\$	-	\$	-
112	YARD HYDRANT	EA	16.00		16.00	\$2,300.00	3.00	\$	6,900.00		\$	-		\$	-	\$	6,900.00
113	PERMEABLE PAVER MONITORING WELL	EA	6.00		6.00	\$2,000.00		\$	-		\$	-	3.00	\$	6,000.00	\$	6,000.00
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS		1.00	1.00	\$3,496.50	0.81	\$	2,832.17		\$	-		\$	-	\$	2,832.17
115	TEMPORARY STORM SEWER	LS		1.00	1.00	\$10,323.00	1.00	\$	10,323.00		\$	-		\$	-	\$	10,323.00
116	CLAY PIPE CONNECTIONS	LS		1.00	1.00	\$21,645.00	1.00	\$	21,645.00		\$	-		\$	-	\$	21,645.00
117	METER PIT	EA		4.00	4.00	\$5,355.75	1.00	\$	5,355.75		\$	-		\$	-	\$	5,355.75
118	ONE MAJOR MANHOLE ADJUSTMENT	LS		1.00	1.00	\$5,550.00	1.00	\$	5,550.00		\$	-		\$	-	\$	5,550.00
DIVISION 2																	
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$ 90.00	38.00	\$	3,420.00		\$	-		\$	-	\$	3,420.00
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$ 50.00	65.30	\$	3,265.00		\$	-		\$	-	\$	3,265.00
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$2,875.00	1.00	\$	2,875.00		\$	-		\$	-	\$	2,875.00
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50		22.50	\$ 700.00	9.36	\$	6,552.00		\$	-		\$	-	\$	6,552.00
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00		16.00	\$ 325.00	16.00	\$	5,200.00		\$	-		\$	-	\$	5,200.00
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00		10.00	\$ 200.00	10.00	\$	2,000.00		\$	-		\$	-	\$	2,000.00
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	1.00	5.00	\$ 115.00	5.00	\$	575.00		\$	-		\$	-	\$	575.00
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00		4.00	\$ 425.00	6.00	\$	2,550.00		\$	-		\$	-	\$	2,550.00
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY		27.30	27.30	\$ 183.15	27.30	\$	5,000.00		\$	-		\$	-	\$	5,000.00
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA		3.00	3.00	\$ 149.85	2.72	\$	407.59		\$	-		\$	-	\$	407.59
D2.11	BOLLARDS	EA		4.00	4.00	\$ 555.00	4.00	\$	2,220.00		\$	-		\$	-	\$	2,220.00
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA		6.00	6.00	\$ 166.50	3.20	\$	532.80		\$	-		\$	-	\$	532.80
D2.13	MOBILIZATION	LS		1.00	1.00	\$1,054.50	1.00	\$	1,054.50		\$	-		\$	-	\$	1,054.50
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS		1.00	1.00	\$ 834.13	1.00	\$	834.13		\$	-		\$	-	\$	834.13

	City	City - Sanitary Sewer	SRF	IMU - Water	Total
Total Completed to Date:	\$ 1,566,087.21	\$ -	\$ 404,635.60	\$ 116,275.00	\$ 2,086,997.81
Retained Percentage (5%):	\$ 78,304.36	\$ -	\$ 20,231.76	\$ 5,813.75	\$ 104,349.89
Total Amount of Previous Payments:	\$ 1,291,842.71	\$ -	\$ 297,679.51	\$ 110,461.25	\$ 1,699,983.47
Net Amount Due:	\$ 195,940.14	\$ -	\$ 86,724.31	\$ -	\$ 282,664.45



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: November 15, 2021
Subject: Approval of Payment Application Number 17 to Williams Brothers Construction for the Water Resource Recovery Facility in an amount not to exceed \$1,603,208.81.

Introduction: Williams Brothers Construction has submitted Payment Application Number 17 for items through October 31, 2021.

Background: As of this Payment Application, WBCI has been paid 60.1% of the contract.

Discussion: Items included in this application are summarized as follows:

- General Requirements: Division 01, Mobilization
- Site Work: Process Structures Concrete, Roof Drains, Digester Drain Lines, Fire Lines, Potable Water, Irrigation Lines, Electrical Site Wiring, Erosion Control
- 100-Electrical Service Building: HVAC rough-in, Generator
- 120-Admin Vehicle Storage: Plumbing rough-in, Electrical rough-in
- 210-Headworks: Rebar, Concrete, Footings, SOG, Suspended Slab, Plumbing rough-in, Electrical rough-in
- 230-Grit Building: Electrical rough-in, Pumping Equipment, Plumbing rough-in, Grit Washer Equipment
- 250-Equalization Tank: Rebar, Concrete, Footings, Base Slab, Plumbing rough-in
- 270-Peak Flow Treatment: Electrical rough-in, Chemical Feed Equipment, Plumbing rough-in
- 320-Oxidation Ditches: Rebar, Concrete, Beams
- 350-Secondary Treatment Building: Concrete, House Keeping Pads, Columns, Electrical rough-in, Plumbing rough-in
- 380-Secondary Clarifiers: Concrete, Suspended Slab (Launders)
- 420-UV Disinfection Building: Rebar, Plumbing rough-in, Electrical rough-in, Pumping Equipment, UV Disinfection Equipment Installation
- 550-Solids Processing Building: Rebar, Concrete, Concrete Walls, SOG, CMU set-up, Electrical rough-in, Plumbing rough-in
- 570-Biosolids Storage: Chopper Pumps rough-in, Mixing Equipment
- Stored Materials: Aluminum Doors and Frames, Hollow Metal Doors and Frames

Budget Impact: \$1,603,208.81

Recommendation: HR Green and City staff have reviewed the Payment Application and recommend payment.

Attachments: 1. Indianola Pay App #17 Final 11_04_21_signed_ltr



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

▷ HRCGREEN.COM

November 7, 2021

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

**Re: Indianola Water Resource Recovery Facility (WRRF)
City of Indianola
Contractor's Application for Payment No. 17**

Dear Rick:

Attached is an electronic copy of Payment Application No. 17 from Williams Brothers Construction Inc. (WBCI) for the Indianola Water Resource Recovery Facility (WRRF) project. Items included in this application are through October 31, 2021 and summarized as follows:

- **General Requirements:** Division 01, Mobilization;
- **Site Work:** Process Structures Concrete, Roof Drains, Digester Drain Lines, Fire Lines, Potable Water, Irrigation Lines, Electrical Site Wiring, Erosion Control;
- **100-Electrical Service Building:** HVAC rough-in, Generator;
- **120-Admin Vehicle Storage:** Plumbing rough-in, Electrical rough-in;
- **210-Headworks:** Rebar, Concrete, Footings, SOG, Suspended Slab, Plumbing rough-in, Electrical rough-in;
- **230-Grit Building:** Electrical rough-in, Pumping Equipment, Plumbing rough-in, Grit Washer Equipment;
- **250-Equalization Tank:** Rebar, Concrete, Footings, Base Slab, Plumbing rough-in;
- **270-Peak Flow Treatment:** Electrical rough-in, Chemical Feed Equipment, Plumbing rough-in;
- **320-Oxidation Ditches:** Rebar, Concrete, Beams;
- **350-Secondary Treatment Building:** Concrete, House Keeping Pads, Columns, Electrical rough-in, Plumbing rough-in;
- **380-Secondary Clarifiers:** Concrete, Suspended Slab (Launders);
- **420-UV Disinfection Building:** Rebar, Plumbing rough-in, Electrical rough-in, Pumping Equipment, UV Disinfection Equipment Installation;
- **520-Aerobic Digester:** Nothing this period;
- **550-Solids Processing Building:** Rebar, Concrete, Concrete Walls, SOG, CMU set-up, Electrical rough-in, Plumbing rough-in;
- **570-Biosolids Storage:** Chopper Pumps rough-in, Mixing Equipment;
- **Change Orders:** Nothing this period;
- **Stored Materials:** Aluminum Doors and Frames, Hollow Metal Doors and Frames;

The total for Pay Application No. 17 is \$1,603,208.81. As of this Pay Application, WBCI has been paid 60.1% of the contract. The total work completed and stored to date is 66.9% of the total contract which breaks down to work completed of 61% with the remainder in stored materials. As of this Pay Application, 72.1% of the time has been used.



We have reviewed Payment Application No. 17 and verified that WBCI is current with their certified payroll and has submitted the partial waiver of lien. Therefore, we recommend full payment of Payment Application No. 17 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5289.

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
 Ryan Waller, City Manager
 File

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APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

0
TO OWNER: City of Indianola
 >> 110 N 1st Street Telephone:
 Indianola, IA 50125 Fax:

PROJECT Indianola Water Resource Recovery Facility

Application No. 17
Period To: October 31, 2021
PROJECT NOS.:

Distribution to:
 OWNER
 ENGINEER

FROM CONTRACTOR: Williams Brothers Construction Inc. VIA ENGINEER HR Green Inc. Phone: 515-278-2913
 P.O. Box 1366 5525 Merle Hay Road, Suite 200 Fax:
 Peoria, Illinois 61654 Johnston, IA 50131
 Ph 309/688-0416; Fax 309/688-0891 Attn: James Rusmussen

CONTRACT FOR: General Ph 309/688-0416; Fax 309/688-0891
 email -- (jacob.lee) (anthony) @wbci.us

App'l date October 31, 2021
Contract date:
Substantial completion date:
Invoice 10 21 530 17

CONTRACTOR

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	45,600,000.00
2. Net Change by Change Orders.....	(73,288.00)
3. CONTRACT SUM TO DATE	45,526,712.00
4. TOTAL COMPLETED AND STORED TO DATE.....	30,521,410.86
(Column G on G702)	
5. RETAINAGE:	
a. 5 % of 100% of Contract.....	(1,383,529.99)
(Columns D + E on G703)	
b. 5 % of Stored Material.....	(142,540.55)
(Columns F on G703)	
Total Retainage (Line 5a + 5b or	0.00
Total in Column I of G703)	(1,526,070.54)
6. TOTAL EARNED LESS RETAINAGE	28,995,340.32
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	(27,392,131.51)
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE	1,603,208.81
9. BALANCE TO FINISH, INCLUDING RETAINAGE	16,531,371.68
(Line 3 less Line 6)	

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Ow 1-2	2,842.00	(47,358.00)
Total approved this Month		(28,772.00)
TOTAL	2,842.00	(76,130.00)
NET CHANGES by Change Order		(73,288.00)

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: Williams Brothers Construction Inc.

By: *Jacqueline Smith* Date: October 31, 2021

Jacqueline Smith, Treasurer

State of: Illinois

County of: Peoria

Subscribed and sworn to before me this day of October 31, 2021

Notary Public: *Jacob K. Lee*

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the Engineer'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 1,603,208.81

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

Engineer: HR Green

By: *Joseph Frankl* Date: 11/8/2021

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.

1		CONTINUATION SHEET					Application No. 17	PER TO: October 31, 2021				
2							APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00				
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
7	Div. #01	General Requirements										
8	01	0000	1 Mobilization	August Winter & Sons, Inc.	185,000.00	126,000.00	10,000.00		136,000.00	74%	49,000.00	6,800.00
9	01	0000	1 Demobilization	August Winter & Sons, Inc.	5,000.00				0.00	0%	5,000.00	0.00
10	01	0000	1 Div #1	Price Electric	177,000.00	141,600.00	7,080.00		148,680.00	84%	28,320.00	7,434.00
11	01	0000	1 Demobilization	Williams Brothers Const. Inc.	101,250.00				0.00	0%	101,250.00	0.00
12	01	0000	1 Submittal Exchange	Williams Brothers Const. Inc.	28,321.27	28,321.27			28,321.27	100%	0.00	1,416.06
13	01	0000	1 Mobilization	Williams Brothers Const. Inc.	1,688,184.10	1,688,184.10			1,688,184.10	100%	0.00	84,409.21
14	01	0000	1 Bond /Insurance	Williams Brothers Const. Inc.	1,147,500.00	1,147,500.00			1,147,500.00	100%	0.00	57,375.00
15	Site Work											
16	03	0000	0 Site Structures									
17	03	0000	0 Rebar	M/L Harris Rebar (Ambassador Stee	30,025.00	15,427.71		8,339.79	23,767.50	79%	6,257.50	1,188.38
18	03	0000	0 Concrete	M Norwalk Ready Mix Concrete l	27,279.62		5,000.00		5,000.00	18%	22,279.62	250.00
19	03	0000	0 Form & place									
20	03	0000	0 Walls	L Williams Brothers Const. Inc.	208,278.78		41,655.76		41,655.76	20%	166,623.02	2,082.79
21	03	0000	0 Base Slabs	L Williams Brothers Const. Inc.	19,164.60		3,832.92		3,832.92	20%	15,331.68	191.65
22	03	0000	0 SOG	L Williams Brothers Const. Inc.	12,675.15	1,267.52			1,267.52	10%	11,407.64	63.38
23	03	0000	0 Precast Hollowcore Slabs	L Williams Brothers Const. Inc.	3,473.55				0.00	0%	3,473.55	0.00
24	03	0000	0 Suspended Slab	L Williams Brothers Const. Inc.	8,468.55				0.00	0%	8,468.55	0.00
25	03	0000	0 Mechanical Curbs	L Williams Brothers Const. Inc.	1,999.35				0.00	0%	1,999.35	0.00
26	03	0000	0 Concrete	M Norwalk Ready Mix Concrete l	392,918.50				0.00	0%	392,918.50	0.00
27	03	0000	0 Pavement	L Williams Brothers Const. Inc.	787,570.42				0.00	0%	787,570.42	0.00
28	03	0000	0 Sidewalk	L Williams Brothers Const. Inc.	72,666.10				0.00	0%	72,666.10	0.00
29	03	1000	0 Site Bridge	M Molin Concrete Products	7,782.00				0.00	0%	7,782.00	0.00
30	03	1000	0 Site Bridge	L Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
31	08	3100	0 Access Doors and Panels	M Nystrom	425.00				0.00	0%	425.00	0.00
32	08	3100	0 Access Doors and Panels	L Williams Brothers Const. Inc.	1,470.85				0.00	0%	1,470.85	0.00
33	10	4400	0 Fire Protection Specialties	M Johnson Specialty Sales, Ltd.	1,525.00				0.00	0%	1,525.00	0.00
34	10	4400	0 Fire Protection Specialties	L Williams Brothers Const. Inc.	889.20				0.00	0%	889.20	0.00
35	22	0500	0 24" CMP Flared End Section	J and K Contracting	5,741.96	2,870.98			2,870.98	50%	2,870.98	143.55
36	22	0500	0 12" PVC Storm Sewer	J and K Contracting	41,393.52	40,298.56		900.00	41,198.56	100%	194.96	2,059.93
37	22	0500	0 SW-508 Modified Intake	J and K Contracting	12,088.35	9,066.26			9,066.26	75%	3,022.09	453.31
38	22	0500	0 SW-508 Intake	J and K Contracting	36,265.05	27,198.79			27,198.79	75%	9,066.26	1,359.94
39	22	0500	0 SW-512 Intake	J and K Contracting	6,392.82	4,261.88		711.13	4,973.01	78%	1,419.81	248.65
40	22	0500	0 42" RCP Flared End Section	J and K Contracting	14,050.56	14,050.56			14,050.56	100%	0.00	702.53
41	22	0500	0 SW-501 Intake	J and K Contracting	5,928.62				0.00	0%	5,928.62	0.00
42	22	0500	0 6" PVC Site Sanitary Sewer	J and K Contracting	76,522.60	76,522.60			76,522.60	100%	0.00	3,826.13
43	22	0500	0 60" SW-301 Manhole	J and K Contracting	256,987.28	256,987.28			256,987.28	100%	0.00	12,849.36
44	22	0500	0 12" CMP Flared End Section	J and K Contracting	2,327.56	2,327.56			2,327.56	100%	0.00	116.38
45	22	0500	0 4" PVC Site Sanitary Sewer	J and K Contracting	10,070.25	10,070.25			10,070.25	100%	0.00	503.51
46	22	0500	0 12" PVC EQ Overflow	J and K Contracting	13,982.40	13,982.40			13,982.40	100%	0.00	699.12
47	22	0500	0 8" PVC Site Sanitary Sewer	J and K Contracting	16,713.39	16,713.39			16,713.39	100%	0.00	835.67
48	22	0500	0 6" PVC RDT Supernatant	J and K Contracting	50,333.86	50,333.86			50,333.86	100%	0.00	2,516.69
49	22	0500	0 12" PVC Oxidation Ditch Drain	J and K Contracting	23,445.52	23,445.52			23,445.52	100%	0.00	1,172.28
50	22	0500	0 6" PVC RDT Drain	J and K Contracting	6,304.07	6,304.07			6,304.07	100%	0.00	315.20
51	22	0500	0 SW-403 Overflow Structure	J and K Contracting	14,606.14	14,606.14			14,606.14	100%	0.00	730.31
52	22	0500	0 4" Roof Drain	J and K Contracting	5,949.64		3,335.00		3,335.00	56%	2,614.64	166.75
53	22	0500	0 8" Roof Drain	J and K Contracting	7,413.93		4,576.50		4,576.50	62%	2,837.43	228.83
54	22	0500	0 60" EQ Basin Manhole	J and K Contracting	14,937.54				0.00	0%	14,937.54	0.00
55	22	0500	0 15" Sanitary Sewer Cleanout	J and K Contracting	4,602.30	4,602.30			4,602.30	100%	0.00	230.12
56	22	0500	0 15" Solid Drain	J and K Contracting	41,087.14	41,087.14			41,087.14	100%	0.00	2,054.36
57	22	0500	0 8" Solid Drain	J and K Contracting	55,959.82	55,959.82			55,959.82	100%	0.00	2,797.99
58	22	0500	0 10" Solid Drain	J and K Contracting	32,848.20	32,848.20			32,848.20	100%	0.00	1,642.41
59	22	0500	0 6" Footing Drain	J and K Contracting	120,618.96	120,619.96			120,619.96	100%	(1.00)	6,031.00

CONTINUATION SHEET											
						Application No. 17	PER TO: October 31, 2021				
						APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00				
1	2	3	4	5	6	7	8	9	10	11	12
		Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE
		Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	STORED	& STORED	Complete	TO FINISH
							THIS PERIOD				RETAINAGE
60	22	0500	0	24" PVC Storm Sewer	J and K Contracting	3,612.42	3,612.42		3,612.42	100%	0.00
61	22	0500	0	30" RCP Storm Sewer	J and K Contracting	32,716.47	32,716.47		32,716.47	100%	0.00
62	22	0500	0	24" PVC Oxidation Ditch Influent	J and K Contracting	79,907.16	79,907.16		79,907.16	100%	0.00
63	22	0500	0	84" Aerobic Digester Flow Combiner	J and K Contracting	24,754.39			0.00	0%	24,754.39
64	22	0500	0	10" PVC Clarifier Drain	J and K Contracting	43,542.36		10,479.10	10,479.10	24%	33,063.26
65	22	0500	0	72" Oxidation Ditch Manhole	J and K Contracting	29,292.51			0.00	0%	29,292.51
66	22	0500	0	6" Perimeter Subdrain	J and K Contracting	32,357.00	32,357.00		32,357.00	100%	0.00
67	22	0500	0	42" RCP Storm Sewer	J and K Contracting	20,027.29	20,027.29		20,027.29	100%	0.00
68	22	0500	0	60" SW-401 Manhole	J and K Contracting	6,889.80	6,889.80		6,889.80	100%	0.00
69	22	0500	0	48" SW-401 Manhole	J and K Contracting	11,565.90	7,710.60	3,272.41	10,983.01	95%	582.89
70	22	0500	0	6" Roof Drain	J and K Contracting	6,632.64	6,632.64		6,632.64	100%	0.00
71	22	0500	0	SW-562 Intake	J and K Contracting	4,296.70			0.00	0%	4,296.70
72	22	0500	0	12" PVC Aerobic Digester Drain	J and K Contracting	22,949.64		22,949.64	22,949.64	100%	0.00
73	22	0500	0	48" SW-301 Manhole w/ Drop Connection	J and K Contracting	22,052.35	22,052.35		22,052.35	100%	0.00
74	22	0500	0	48" SW-301 Manhole	J and K Contracting	85,972.64	85,972.64		85,972.64	100%	0.00
75	22	0500	0	12" PVC PFT Drain	J and K Contracting	13,356.04	13,356.04		13,356.04	100%	0.00
76	22	0500	0	24" PVC PFT Influent	J and K Contracting	103,978.00	103,978.00		103,978.00	100%	0.00
77	22	0500	0	14" PVC Grit Influent	J and K Contracting	73,300.40	73,300.40		73,300.40	100%	0.00
78	22	0500	0	96" SW-301 Overflow Drain Manhole	J and K Contracting	21,326.79	21,326.79		21,326.79	100%	0.00
79	22	0500	0	72" SW-301 Manhole	J and K Contracting	67,779.20	67,779.20		67,779.20	100%	0.00
80	22	0500	0	24" PVC Grit Influent	J and K Contracting	168,639.48	168,639.48		168,639.48	100%	0.00
81	22	0500	0	18" DIP Secondary Clarifier Effluent	J and K Contracting	86,606.08		27,207.32	27,207.32	31%	59,398.76
82	22	0500	0	30" DIP Oxidation Ditch Effluent Concrete Encased	J and K Contracting	10,334.70	10,334.70		10,334.70	100%	0.00
83	22	0500	0	10" DIP Clarifier Sludge Return	J and K Contracting	35,077.18		5,337.87	5,337.87	15%	29,739.31
84	22	0500	0	6" PVC Clarifier Scum	J and K Contracting	29,894.94			0.00	0%	29,894.94
85	22	0500	0	4" PVC WAS	J and K Contracting	12,251.52		2,932.30	2,932.30	24%	9,319.22
86	22	0500	0	24" DIP PFT Effluent Concrete Encased	J and K Contracting	4,554.48	4,554.48		4,554.48	100%	0.00
87	22	0500	0	12" DIP PFT Drain Concrete Encased	J and K Contracting	4,019.94	4,019.94		4,019.94	100%	0.00
88	22	0500	0	18" DIP PFT Effluent Concrete Encased	J and K Contracting	56,804.91	56,804.91		56,804.91	100%	0.00
89	22	0500	0	24" PVC Secondary Clarifier Effluent	J and K Contracting	82,568.28		50,000.00	50,000.00	61%	32,568.28
90	22	0500	0	12" DIP Secondary Clarifier Effluent	J and K Contracting	47,511.36			0.00	0%	47,511.36
91	22	0500	0	16" DIP Secondary Clarifier Effluent	J and K Contracting	35,965.95		11,926.40	11,926.40	33%	24,039.55
92	22	0500	0	20" PVC Oxidation Ditch Influent	J and K Contracting	41,235.70	41,235.70		41,235.70	100%	0.00
93	22	0500	0	24" PVC PFT Effluent	J and K Contracting	43,732.08	43,732.08		43,732.08	100%	0.00
94	22	0500	0	6" PVC Equalization Pump Station Return	J and K Contracting	20,510.05	20,510.05		20,510.05	100%	0.00
95	22	0500	0	30" DIP Oxidation Ditch Effluent	J and K Contracting	138,246.57	138,246.57		138,246.57	100%	0.00
96	22	0500	0	16" PVC Return Activated Sludge	J and K Contracting	78,619.34		40,153.72	40,153.72	51%	38,465.62
97	22	0500	0	12" PVC Site Sanitary Sewer	J and K Contracting	96,409.45	96,409.45		96,409.45	100%	0.00
98	22	0500	0	42" PVC Influent Trunk Sewer	J and K Contracting	230,353.20	230,353.20		230,353.20	100%	0.00
99	22	0500	0	8" Fire	J and K Contracting	52,634.80	51,976.62	658.18	52,634.80	100%	0.00
100	22	0500	0	6" Fire	J and K Contracting	166,088.98	137,853.86	14,117.56	151,971.42	92%	14,117.56
101	22	0500	0	6" Potable Water	J and K Contracting	32,732.42	25,844.71	6,887.71	32,732.42	100%	0.00
102	22	0500	0	30" PVC Effluent Outfall Sewer	J and K Contracting	34,783.23	34,783.23		34,783.23	100%	0.00
103	22	0500	0	4" Water	J and K Contracting	200,185.59	180,510.00	9,837.80	194,597.80	97%	5,587.79
104	22	0500	0	6" Irrigation	J and K Contracting	89,328.96	68,170.54	21,158.42	89,328.96	100%	0.00
105	22	0500	0	2" Water	J and K Contracting	37,158.03	5,653.80		5,653.80	15%	31,504.23
106	22	0500	0	Fire Hydrant	J and K Contracting	59,582.43	33,961.99	14,025.02	47,987.01	81%	11,595.42
107	22	0500	0	24" DIP PFT Influent Concrete Encased	J and K Contracting	5,012.63	5,012.63		5,012.63	100%	0.00
108	22	0500	0	6" DIP RDT Supernatant Concrete Encased	J and K Contracting	6,205.68	6,205.68		6,205.68	100%	0.00
109	22	0500	0	4" PVC Biosolids	J and K Contracting	11,402.00	11,402.00		11,402.00	100%	0.00
110	22	0500	0	4" PVC Scum	J and K Contracting	11,957.36	4,364.00		4,364.00	36%	7,593.36
111	22	0500	0	3" Water	J and K Contracting	7,938.06	7,938.06		7,938.06	100%	0.00
112	22	0500	0	Yard Hydrant	J and K Contracting	20,347.44			0.00	0%	20,347.44

1		CONTINUATION SHEET										Application No. 17	PER TO: October 31, 2021	
2												APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00	
3	Spec	Build	City of Indianola	SUPPLIER/		SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR		VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH		
113	23	0500	0	24" PVC Storm Sewer Supplied by Others	J and K Contracting	34,116.00	34,116.00			34,116.00	100%	0.00	1,705.80	
114	25	1300	0	Controls-Jetco-System Programming	M Price Electric	39,500.00				0.00	0%	39,500.00	0.00	
115	25	1300	0	Controls-Jetco-Design	M Price Electric	28,800.00	18,000.00			18,000.00	63%	10,800.00	900.00	
116	25	1300	0	Control-Jetco SCDA Hardware/Software	M Price Electric	100,000.00	5,000.00			5,000.00	5%	95,000.00	250.00	
117	25	1300	0	Controls-Jetco/Price Electrical Gear	M Price Electric	669,000.00	490,285.00		98,435.00	588,720.00	88%	80,280.00	29,436.00	
118	25	1300	0	Controls-Jetco-Instrumentation	L Price Electric	128,500.00	41,125.00		41,125.00	82,250.00	64%	46,250.00	4,112.50	
119	25	1300	0	Controls-Jetco-Control Panels	L Price Electric	310,790.00	22,150.00			22,150.00	7%	288,640.00	1,107.50	
120	25	1300	0	Controls-Jetco-Onsite Startup-Training	L Price Electric	20,440.00				0.00	0%	20,440.00	0.00	
121	25	1300	0	SCDA Supplemental Hour	L Price Electric	11,040.00				0.00	0%	11,040.00	0.00	
122	26	0000	0	Site/Feeder Wire	L Price Electric	1,350,760.00	1,080,608.00	67,538.00		1,148,146.00	85%	202,614.00	57,407.30	
123	26	4113	0	Lightning Protection	M Price Electric	18,940.00			18,940.00	18,940.00	100%	0.00	947.00	
124	28	1000	0	Access Control	M Price Electric	35,246.44				0.00	0%	35,246.44	0.00	
125	31		0	Parking Lot Striping	M/L Parking Lot Specialties LLC	1,185.00				0.00	0%	1,185.00	0.00	
126	31		0	Landscaping	M/L Soil-Tek	177,650.00	23,400.00			23,400.00	13%	154,250.00	1,170.00	
127	31		0	Erosion Control/SWPPP	M/L Soil-Tek	42,350.00	27,494.00	300.00		27,794.00	66%	14,556.00	1,389.70	
128	31	2319	0	Dewatering	M/L Williams Brothers Const. Inc.	26,000.00	23,400.00			23,400.00	90%	2,600.00	1,170.00	
129	31	5000	0	Pavement Prep	M/L Iowa Earth Works	61,477.50	45,000.00			45,000.00	73%	16,477.50	2,250.00	
130	31	5000	0	Sidewalk Prep	M/L Iowa Earth Works	3,676.00				0.00	0%	3,676.00	0.00	
131	31	5000	0	Mass Grading and respread	M/L Iowa Earth Works	566,983.00	520,000.00			520,000.00	92%	46,983.00	26,000.00	
132	31	5000	0	Trees Removal	M/L Iowa Earth Works	10,000.00	10,000.00			10,000.00	100%	0.00	500.00	
133	31	5000	0	Placement of Temp drive	M/L Iowa Earth Works	86,167.50	86,167.50			86,167.50	100%	0.00	4,308.38	
134	31	5000	0	Removal of Temp Drive	M/L Iowa Earth Works	86,167.50				0.00	0%	86,167.50	0.00	
135	31	5000	0	6" Modified for Roadway	M/L Iowa Earth Works	146,350.00	88,175.00			88,175.00	60%	58,175.00	4,408.75	
136	31	5000	0	Gravel	M/L Williams Brothers Const. Inc.	300,000.00	285,000.00			285,000.00	95%	15,000.00	14,250.00	
137	33	3211	0	Gate Operators	M Des Moines Steel Fence Co., Inc.	75,420.00				0.00	0%	75,420.00	0.00	
138	33	3211	0	Gate Operators	L Des Moines Steel Fence Co., Inc.									
139	33	3212	0	Chain Link Gates	M Des Moines Steel Fence Co., Inc.									
140	33	3212	0	Chain Link Gates	L Des Moines Steel Fence Co., Inc.									
141	100	Electrical Service Building												
142	03	0000	100	100 Electrical Service Bldg										
143	03	0000	100	Rebar	M/L Harris Rebar (Ambassador Steel)	8,400.00	5,160.00			5,160.00	61%	3,240.00	258.00	
144	03	0000	100	Concrete	M Norwalk Ready Mix Concrete Inc.	4,562.96	4,562.96			4,562.96	100%	0.00	228.15	
145	03	0000	100	Form & place										
146	03	0000	100	Grade Beams	L Williams Brothers Const. Inc.	20,920.95	20,920.95			20,920.95	100%	0.00	1,046.05	
147	03	0000	100	SOG	L Williams Brothers Const. Inc.	11,387.25	11,387.25			11,387.25	100%	0.00	569.36	
148	05	1200	100	100 Vactor Receiving	M HME, Inc	6,918.48			6,572.56	6,572.56	95%	345.92	328.63	
149	05	1200	100	100 Vactor Receiving	L Williams Brothers Const. Inc.	3,900.00				0.00	0%	3,900.00	0.00	
150	08	1116	100	Aluminum Doors and Frames	M Commercial Construction Products	14,400.00			4,320.00	4,320.00	30%	10,080.00	216.00	
151	08	1116	100	Aluminum Doors and Frames	L Commercial Construction Products	1,500.00				0.00	0%	1,500.00	0.00	
152	08	4313	100	Aluminum Framed Storefronts	M Commercial Construction Products	Includ above				0.00		0.00	0.00	
153	08	4313	100	Aluminum Framed Storefronts	M Commercial Construction Products	Includ above				0.00		0.00	0.00	
154	08	4313	100	Aluminum Framed Storefronts	L Commercial Construction Products	Includ above				0.00		0.00	0.00	
155	08	4313	100	Aluminum Framed Storefronts	L Commercial Construction Products	Includ above				0.00		0.00	0.00	
156	09	9000	100	Paints and Coatings 100 Electrical Bldg	M RP Coatings	400.00	400.00			400.00	100%	0.00	20.00	
157	09	9000	100	Paints and Coatings	L RP Coatings	1,700.00	1,700.00			1,700.00	100%	0.00	85.00	
158	13	3419	100	Metal Buildings System	M Riverview Construction Company	18,756.00	18,756.00			18,756.00	100%	0.00	937.80	
159	13	3419	100	Metal Buildings System	L Riverview Construction Company	21,274.00	21,274.00			21,274.00	100%	0.00	1,063.70	
160	23	0593	100	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	252.00				0.00	0%	252.00	0.00	
161	23	0719	100	HVAC Piping Insulation	M Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00	
162	23	0719	100	HVAC Piping Insulation	L Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00	
163	23	1123	100	HVAC Sequence of Operation	M Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00	
164	23	1123	100	HVAC Sequence of Operation	L Corn States Metal Fabricators	12,000.00				0.00	0%	12,000.00	0.00	
165	23	2300	100	Refrigerant Piping	M Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00	

1		CONTINUATION SHEET							Application No. 17		PER TO: October 31, 2021			
2									APPL DATE: October 31, 2021		ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH		
166	23	2300	100	Refrigerant Piping	L Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00	
167	23	3100	100	HVAC Ducts and Casings	M Corn States Metal Fabricators	8,620.00	7,749.48	870.52		8,620.00	100%	0.00	431.00	
168	23	3100	100	HVAC Ducts and Casings	L Corn States Metal Fabricators	9,790.00		9,790.00		9,790.00	100%	0.00	489.50	
169	23	3300	100	Air Duct Accessories	M Corn States Metal Fabricators	150.00		150.00		150.00	100%	0.00	7.50	
170	23	3300	100	Air Duct Accessories	L Corn States Metal Fabricators	100.00		100.00		100.00	100%	0.00	5.00	
171	23	3439	100	Propeller Fans	M Corn States Metal Fabricators	7,610.00			7,487.00	7,487.00	98%	123.00	374.35	
172	23	3439	100	Propeller Fans	L Corn States Metal Fabricators	2,500.00				0.00	0%	2,500.00	0.00	
173	23	3700	100	Grilles, Registers, Diffusers	M Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00	
174	23	3700	100	Grilles, Registers, Diffusers	L Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00	
175	23	8127	100	Libert AC Units	M Corn States Metal Fabricators	22,400.00			22,400.00	22,400.00	100%	0.00	1,120.00	
176	23	8127	100	Libert AC Units	L Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00	
177	26	0000	100	Electrical Building	M Price Electric	47,697.00	45,789.12			45,789.12	96%	1,907.88	2,289.46	
178	26	3213	100	Generator	M Price Electric	484,533.00		463,336.34		463,336.34	96%	21,196.67	23,166.82	
179	31	5000	100	Building excavation/backfill	M/L Iowa Earth Works	11,300.00	5,650.00			5,650.00	50%	5,650.00	282.50	
180	120	Admin	Vehicle Storage							0.00		0.00	0.00	
181	03	0000	120	120 Admin Vehicle Storage						0.00		0.00	0.00	
182	03	0000	120	Rebar	M/L Harris Rebar (Ambassador Steel)	34,855.00	34,855.00			34,855.00	100%	0.00	1,742.75	
183	03	0000	120	Concrete	M Norwalk Ready Mix Concrete Inc.	48,461.80	46,930.87			46,930.87	97%	1,530.94	2,346.54	
184	03	0000	120	Form & place						0.00		0.00	0.00	
185	03	0000	120	Grade Beams	L Williams Brothers Const. Inc.	122,889.83	122,889.83			122,889.83	100%	(0.00)	6,144.49	
186	03	0000	120	SOG	L Williams Brothers Const. Inc.	137,366.55	137,366.55			137,366.55	100%	0.00	6,868.33	
187	03	0000	120	Precast Hollowcore Slabs	L Williams Brothers Const. Inc.	9,892.13	9,892.13			9,892.13	100%	(0.00)	494.61	
188	03	1000	120	120 Admin Vehicle Storage	M Molin Concrete Products	19,870.00	19,870.00			19,870.00	100%	0.00	993.50	
189	03	1000	120	120 Admin Vehicle Storage	L Williams Brothers Const. Inc.	10,504.00	525.20	9,978.80		10,504.00	100%	0.00	525.20	
190	04	2000	120	120 Admin Brick	M Seedorff Masonry, Inc.	18,539.00	18,539.00			18,539.00	100%	0.00	926.95	
191	04	2000	120	120 Admin Insulation	M Seedorff Masonry, Inc.	3,914.00	3,914.00			3,914.00	100%	0.00	195.70	
192	04	2000	120	120 Admin CMU	M Seedorff Masonry, Inc.	26,144.00	26,144.00			26,144.00	100%	0.00	1,307.20	
193	04	2000	120	120 Admin CMU	L Seedorff Masonry, Inc.	90,081.00	90,081.00			90,081.00	100%	0.00	4,504.05	
194	04	2000	120	120 Admin Insulation	L Seedorff Masonry, Inc.	1,910.00	1,910.00			1,910.00	100%	0.00	95.50	
195	04	2000	120	120 Admin Brick	L Seedorff Masonry, Inc.	37,755.00	37,755.00			37,755.00	100%	0.00	1,887.75	
196	05	1200	120	120 Admin Vehicle Storage	M HME, Inc	24,119.82	22,913.83			22,913.83	95%	1,205.99	1,145.69	
197	05	1200	120	120 Admin Vehicle Storage	L Williams Brothers Const. Inc.	16,900.00	15,210.00			15,210.00	90%	1,690.00	760.50	
198	08	1113	120	Hollow Metal Doors and Frames	M Commercial Construction Products Co	32,863.00			14,558.98	14,558.98	44%	18,304.02	727.95	
199	08	1113	120	Hollow Metal Doors and Frames	L Commercial Construction Products Co	4,200.00				0.00	0%	4,200.00	0.00	
200	08	1116	120	Aluminum Doors and Frames	M Commercial Construction Products Co	Includ above				0.00		0.00	0.00	
201	08	1116	120	Aluminum Doors and Frames	L Commercial Construction Products Co	Includ above				0.00		0.00	0.00	
202	08	3613	120	Sectional Doors	M WD Door	28,655.00				0.00	0%	28,655.00	0.00	
203	08	3613	120	Sectional Doors	L WD Door	6,290.00				0.00	0%	6,290.00	0.00	
204	08	4313	120	Aluminum Framed Storefronts	M Commercial Construction Products Co					0.00		0.00	0.00	
205	08	4313	120	Aluminum Framed Storefronts	L Commercial Construction Products Co					0.00		0.00	0.00	
206	08	7100	120	Door Hardware	M Commercial Construction Products Co					0.00		0.00	0.00	
207	08	7100	120	Door Hardware	L Commercial Construction Products Co					0.00		0.00	0.00	
208	09	3000	120	Tiling	M Jim's Carpet Once	4,450.00				0.00	0%	4,450.00	0.00	
209	09	3000	120	Tiling	L Jim's Carpet Once	6,150.00				0.00	0%	6,150.00	0.00	
210	09	5100	120	Acoustical Ceilings	M/L Heartland Finishes, Inc.	4,675.00				0.00	0%	4,675.00	0.00	
211	09	6500	120	Resilient Flooring	M Jim's Carpet Once	750.00				0.00	0%	750.00	0.00	
212	09	6500	120	Resilient Flooring	L Jim's Carpet Once	650.00				0.00	0%	650.00	0.00	
213	09	7200	120	Wall Covering	M RP Coatings	1,500.00				0.00	0%	1,500.00	0.00	
214	09	7200	120	Wall Covering	L RP Coatings	3,500.00				0.00	0%	3,500.00	0.00	
215	09	9000	120	Paints and Coatings 120 Admin/Veh Storage	M RP Coatings	8,000.00				0.00	0%	8,000.00	0.00	
216	09	9000	120	Paints and Coatings	L RP Coatings	40,000.00				0.00	0%	40,000.00	0.00	
217	09	9500	120	Broadcast System Flooring	M RP Coatings	6,000.00				0.00	0%	6,000.00	0.00	
218	09	9500	120	Broadcast System Flooring	L RP Coatings	13,000.00				0.00	0%	13,000.00	0.00	

CONTINUATION SHEET											
1											
2											
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	STORIED	& STORIED	Complete	TO FINISH	
219	10	2113.120	Plastic Toilet Compartments	M EPCO Ltd, Inc.	1,367.00			0.00	0%	1,367.00	0.00
220	10	2113.120	Plastic Toilet Compartments	L Williams Brothers Const. Inc.	1,170.00			0.00	0%	1,170.00	0.00
221	10	2800.120	Toilet, Bath and Laundry Accessories	M EPCO Ltd, Inc.	1,413.00			0.00	0%	1,413.00	0.00
222	10	2800.120	Toilet, Bath and Laundry Accessories	L Williams Brothers Const. Inc.	3,120.00			0.00	0%	3,120.00	0.00
223	10	5113.120	Metal Lockers	M/L OSDI	4,707.00			0.00	0%	4,707.00	0.00
224	12	2400.120	Window Shades	M/L Premier Edge, LLC	1,788.00			0.00	0%	1,788.00	0.00
225	12	3600.120	PLAM Casework, Tops & Sills	M Innovative Laboratory Systems	11,150.00			0.00	0%	11,150.00	0.00
226	12	3600.120	PLAM Casework, Tops & Sills	L Innovative Laboratory Systems	1,200.00			0.00	0%	1,200.00	0.00
227	13	3419.120	Metal Buildings System	M Riverview Construction Compa	100,091.00	35,032.00	65,059.00	100,091.00	100%	0.00	5,004.55
228	13	3419.120	Metal Buildings System	L Riverview Construction Compa	104,836.00	68,143.40		68,143.40	65%	36,692.60	3,407.17
229	21	0500.120	Fire Suppression	M Midwest Automatic Fire Sprink	16,857.00			0.00	0%	16,857.00	0.00
230	21	0500.120	Fire Suppression	L Midwest Automatic Fire Sprink	23,943.00			0.00	0%	23,943.00	0.00
231	22	0500.120	120 Admin Bldg	M August Winter & Sons, Inc.	119,743.00	49,118.00	25,370.00	74,988.00	63%	44,755.00	3,749.40
232	22	0500.120	120 Admin Bldg	L August Winter & Sons, Inc.	75,230.00	45,392.00	10,000.00	55,392.00	74%	19,838.00	2,769.60
233	23	0593.120	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	504.00			0.00	0%	504.00	0.00
234	23	0713.120	Duct Insulation	M Corn States Metal Fabricators	590.00			0.00	0%	590.00	0.00
235	23	0713.120	Duct Insulation	L Corn States Metal Fabricators	1,110.00			0.00	0%	1,110.00	0.00
236	23	0719.120	HVAC Piping Insulation	M Corn States Metal Fabricators	340.00			0.00	0%	340.00	0.00
237	23	0719.120	HVAC Piping Insulation	L Corn States Metal Fabricators	380.00			0.00	0%	380.00	0.00
238	23	1123.120	Facility Natural-Gas Piping	M Corn States Metal Fabricators	1,500.00			0.00	0%	1,500.00	0.00
239	23	1123.120	HVAC Sequence of Operation	M Corn States Metal Fabricators	10,000.00			0.00	0%	10,000.00	0.00
240	23	1123.120	HVAC Sequence of Operation	L Corn States Metal Fabricators	27,000.00			0.00	0%	27,000.00	0.00
241	23	1123.120	Facility Natural-Gas Piping	L Corn States Metal Fabricators	6,200.00			0.00	0%	6,200.00	0.00
242	23	2300.120	Refrigerant Piping	M Corn States Metal Fabricators	1,000.00			0.00	0%	1,000.00	0.00
243	23	2300.120	Refrigerant Piping	L Corn States Metal Fabricators	5,200.00			0.00	0%	5,200.00	0.00
244	23	3100.120	HVAC Ducts and Casings	M Corn States Metal Fabricators	30,160.00	0.00	27,134.89	27,134.89	90%	3,025.11	1,356.74
245	23	3100.120	HVAC Ducts and Casings	L Corn States Metal Fabricators	34,280.00			0.00	0%	34,280.00	0.00
246	23	3300.120	Air Duct Accessories	M Corn States Metal Fabricators	520.00			0.00	0%	520.00	0.00
247	23	3300.120	Air Duct Accessories	L Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00
248	23	3423.120	HVAC Power Ventilators	M Corn States Metal Fabricators	7,040.00			0.00	0%	7,040.00	0.00
249	23	3423.120	HVAC Power Ventilators	L Corn States Metal Fabricators	2,250.00			0.00	0%	2,250.00	0.00
250	23	3439.120	Propeller Fans	M Corn States Metal Fabricators	7,610.00		7,488.00	7,488.00	98%	122.00	374.40
251	23	3439.120	Propeller Fans	L Corn States Metal Fabricators	2,600.00			0.00	0%	2,600.00	0.00
252	23	3700.120	Grilles, Registers, Diffusers	M Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00
253	23	3700.120	Grilles, Registers, Diffusers	L Corn States Metal Fabricators	590.00			0.00	0%	590.00	0.00
254	23	5400.120	Furnaces	M Corn States Metal Fabricators	23,250.00		22,425.00	22,425.00	96%	825.00	1,121.25
255	23	5400.120	Furnaces	L Corn States Metal Fabricators	2,990.00			0.00	0%	2,990.00	0.00
256	23	5533.120	Fuel-Fired Unit Heaters	M Corn States Metal Fabricators	25,940.00		9,670.00	9,670.00	37%	16,270.00	483.50
257	23	5533.120	Fuel-Fired Unit Heaters	L Corn States Metal Fabricators	7,010.00			0.00	0%	7,010.00	0.00
258	23	8127.120	Libert AC Units	M Corn States Metal Fabricators	22,400.00	0.00	22,400.00	22,400.00	100%	0.00	1,120.00
259	23	8127.120	Libert AC Units	L Corn States Metal Fabricators	2,800.00			0.00	0%	2,800.00	0.00
260	26	0000.120	Admin Building	M Price Electric	300,000.00	126,000.00	39,000.00	165,000.00	55%	135,000.00	8,250.00
261	31	5000.120	Building excavation/backfill	M/L Iowa Earth Works	45,200.00	45,200.00		45,200.00	100%	0.00	2,260.00
262	210	Headworks						0.00		0.00	0.00
263	03	0000.210	210 Headworks					0.00		0.00	0.00
264	03	0000.210	Rebar	M/L Harris Rebar (Ambassador Stee	119,015.00	94,831.23	8,000.00	112,831.23	95%	6,183.77	5,641.56
265	03	0000.210	Concrete	M Norwalk Ready Mix Concrete I	129,518.27	103,637.91	2,500.00	106,137.91	82%	23,380.36	5,306.90
266	03	0000.210	Form & place					0.00		0.00	0.00
267	03	0000.210	Footings/pads	L Williams Brothers Const. Inc.	9,846.23	1,969.25	7,876.98	9,846.23	100%	0.00	492.31
268	03	0000.210	Walls	L Williams Brothers Const. Inc.	514,237.25	514,237.26		514,237.26	100%	(0.00)	25,711.86
269	03	0000.210	Base Slab	L Williams Brothers Const. Inc.	79,211.93	79,211.93		79,211.93	100%	(0.00)	3,960.60
270	03	0000.210	SOG	L Williams Brothers Const. Inc.	84,898.13		25,469.44	59,428.69	30%	59,428.69	1,273.47
271	03	0000.210	Suspended Slab	L Williams Brothers Const. Inc.	126,427.65		37,928.30	37,928.30	30%	88,499.36	1,896.41

1		CONTINUATION SHEET										Application No. 17	PER. TO: October 31, 2021
2												APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00
3	Spec		Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
272	03	0000	210	Housekeeping pads	L Williams Brothers Const. Inc.	4,029.75				0.00	0%	4,029.75	0.00
273	03	0000	210	Grouting	L Williams Brothers Const. Inc.	4,257.36				0.00	0%	4,257.36	0.00
274	03	1000	210	210 Headworks	M Molin Concrete Products	35,127.00				0.00	0%	35,127.00	0.00
275	03	1000	210	210 Headworks	L Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
276	04	2000	210	210 Headworks Insulation	M Seedorff Masonry, Inc.	14,545.00			14,545.00	14,545.00	100%	0.00	727.25
277	04	2000	210	210 Headworks CMU	M Seedorff Masonry, Inc.	27,209.00			3,537.00	3,537.00	13%	23,672.00	176.85
278	04	2000	210	210 Headworks Brick	M Seedorff Masonry, Inc.	42,280.00				0.00	0%	42,280.00	0.00
279	04	2000	210	210 Headworks Brick	L Seedorff Masonry, Inc.	88,230.00				0.00	0%	88,230.00	0.00
280	04	2000	210	210 Headworks CMU	L Seedorff Masonry, Inc.	85,745.00				0.00	0%	85,745.00	0.00
281	04	2000	210	210 Headworks Insulation	L Seedorff Masonry, Inc.	6,440.00				0.00	0%	6,440.00	0.00
282	05	1200	210	210 Headworks	M HME, Inc	49,325.56	0.00		24,662.78	24,662.78	50%	24,662.78	1,233.14
283	05	1200	210	210 Headworks	L Williams Brothers Const. Inc.	33,800.00				0.00	0%	33,800.00	0.00
284	06	1000	210	Bolted Plates & Blocking	M/L Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
285	07	5400	210	Thermoplastic Membrane Roofing	M For Sure Roofing and Sheetmet	25,561.54			25,561.51	25,561.51	100%	0.03	1,278.08
286	07	5400	210	Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmet	22,914.98				0.00	0%	22,914.98	0.00
287	07	6200	210	Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmet	819.74				0.00	0%	819.74	0.00
288	07	6200	210	Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmet	4,709.68				0.00	0%	4,709.68	0.00
289	08	1116	210	Aluminum Doors and Frames	M Commercial Construction Prods	28,900.00			8,670.00	8,670.00	30%	20,230.00	433.50
290	08	1116	210	Aluminum Doors and Frames	L Commercial Construction Prods	4,100.00				0.00	0%	4,100.00	0.00
291	08	3323	210	Overhead Coilings Doors	M WD Door	18,275.00				0.00	0%	18,275.00	0.00
292	08	3323	210	Overhead Coilings Doors	L WD Door	1,856.38				0.00	0%	1,856.38	0.00
293	08	4313	210	Aluminum Framed Storefronts	M Commercial Construction Products Co					0.00		0.00	0.00
294	08	4313	210	Aluminum Framed Storefronts	L Commercial Construction Products Co					0.00		0.00	0.00
295	08	7100	210	Door Hardware	M Commercial Construction Products Co					0.00		0.00	0.00
296	08	7100	210	Door Hardware	L Commercial Construction Products Co					0.00		0.00	0.00
297	09	9000	210	Paints and Coatings 210 Headworks	M RP Coatings	18,000.00				0.00	0%	18,000.00	0.00
298	09	9000	210	Paints and Coatings	L RP Coatings	90,000.00				0.00	0%	90,000.00	0.00
299	22	0500	210	210 Headworks	M August Winter & Sons, Inc.	19,000.00				0.00	0%	19,000.00	0.00
300	22	0500	210	210 Headworks	L August Winter & Sons, Inc.	24,000.00				0.00	0%	24,000.00	0.00
301	23	0593	210	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
302	23	0713	210	Duct Insulation	M Corn States Metal Fabricators	1,510.00				0.00	0%	1,510.00	0.00
303	23	0713	210	Duct Insulation	L Corn States Metal Fabricators	2,790.00				0.00	0%	2,790.00	0.00
304	23	0719	210	HVAC Piping Insulation	M Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00
305	23	0719	210	HVAC Piping Insulation	L Corn States Metal Fabricators	450.00				0.00	0%	450.00	0.00
306	23	1123	210	Facility Natural-Gas Piping	M Corn States Metal Fabricators	1,400.00				0.00	0%	1,400.00	0.00
307	23	1123	210	HVAC Sequence of Operation	M Corn States Metal Fabricators	10,000.00				0.00	0%	10,000.00	0.00
308	23	1123	210	HVAC Sequence of Operation	L Corn States Metal Fabricators	23,000.00				0.00	0%	23,000.00	0.00
309	23	1123	210	Facility Natural-Gas Piping	L Corn States Metal Fabricators	8,000.00				0.00	0%	8,000.00	0.00
310	23	2300	210	Refrigerant Piping	M Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00
311	23	2300	210	Refrigerant Piping	L Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00
312	23	3100	210	HVAC Ducts and Casings	M Corn States Metal Fabricators	30,160.00			8,779.00	8,779.00	29%	21,381.00	438.95
313	23	3100	210	HVAC Ducts and Casings	L Corn States Metal Fabricators	34,280.00	5,759.00			5,759.00	17%	28,521.00	287.95
314	23	3300	210	Air Duct Accessories	M Corn States Metal Fabricators	520.00				0.00	0%	520.00	0.00
315	23	3300	210	Air Duct Accessories	L Corn States Metal Fabricators	250.00				0.00	0%	250.00	0.00
316	23	3423	210	HVAC Power Ventilators	M Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00
317	23	3423	210	HVAC Power Ventilators	L Corn States Metal Fabricators	2,450.00				0.00	0%	2,450.00	0.00
318	23	3700	210	Grilles, Registers, Diffusers	M Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
319	23	3700	210	Grilles, Registers, Diffusers	L Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
320	23	7433	210	Packaged MAU	M Corn States Metal Fabricators	25,600.00				0.00	0%	25,600.00	0.00
321	23	7433	210	Packaged MAU	L Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
322	23	8101	210	Terminal Heat Transfer Units	M Corn States Metal Fabricators	15,480.00	0.00		15,480.00	15,480.00	100%	0.00	774.00
323	23	8101	210	Terminal Heat Transfer Units	L Corn States Metal Fabricators	1,060.00				0.00	0%	1,060.00	0.00
324	23	8127	210	Libert AC Units	M Corn States Metal Fabricators	22,400.00	0.00		21,800.00	21,800.00	97%	600.00	1,090.00

1	2	CONTINUATION SHEET										
							Application No. 17	PER TO: October 31, 2021				
							APPL DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00				
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
325	23	8127	210	Libert AC Units	L	Corn States Metal Fabricators	2,800.00		0.00	0%	2,800.00	0.00
326	23	8417	210	Dehumidifiers	M	Corn States Metal Fabricators	4,000.00	2,999.00	2,999.00	75%	1,001.00	149.95
327	23	8417	210	Dehumidifiers	L	Corn States Metal Fabricators	350.00		0.00	0%	350.00	0.00
328	26	0000	210	Headworks Building	L	Price Electric	225,000.00	13,500.00	33,750.00	15%	191,250.00	1,687.50
329	31	5000	210	Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	33,900.00	33,900.00	75%	11,300.00	1,695.00
330	31	6613	210	Headworks	M/L	Helitech	39,416.00	39,416.00	39,416.00	100%	0.00	1,970.80
331	35	2016	210	Slide Gates	M	August Winter & Sons	66,000.00	66,000.00	66,000.00	100%	0.00	3,300.00
332	35	2016	210	Slide Gates	L	August Winter & Sons	25,000.00	8,750.00	18,750.00	75%	6,250.00	937.50
333	43	2138	210	Vertical Turbine Solids Handling Pumps	M	August Winter & Sons	600,000.00	44,242.00	44,242.00	7%	555,758.00	2,212.10
334	43	2138	210	Vertical Turbine Solids Handling Pumps	L	August Winter & Sons	304,320.00	24,649.00	37,649.00	12%	266,671.00	1,882.45
335	46	2151	210	Multiple Rake Bar Screen	M	August Winter & Sons	330,000.00	322,949.00	322,949.00	98%	7,051.00	16,147.45
336	46	2151	210	Multiple Rake Bar Screen	L	August Winter & Sons	100,000.00	15,000.00	15,000.00	15%	85,000.00	750.00
337	46	2152	210	Screenings Washer/Compactor	M	August Winter & Sons	included in 462151		0.00		0.00	0.00
338	46	2152	210	Screenings Washer/Compactor	L	August Winter & Sons	included in 462151		0.00		0.00	0.00
339	230	Grit Building							0.00		0.00	0.00
340	03	0000	230	230 Grit Building					74,040.00	100%	0.00	3,702.00
341	03	0000	230	Rebar	M/L	Harris Rebar (Ambassador Steel)	74,040.00	74,040.00	55,118.71	100%	0.00	2,755.94
342	03	0000	230	Concrete	M	Norwalk Ready Mix Concrete Inc.	55,118.71	55,118.71	0.00		0.00	0.00
343	03	0000	230	Form & place							0.00	16,278.68
344	03	0000	230	Walls	L	Williams Brothers Const. Inc.	325,573.60	325,573.60	325,573.60	100%	0.00	(0.01)
345	03	0000	230	Base Slab	L	Williams Brothers Const. Inc.	73,777.53	73,777.53	43,768.90	100%	0.00	2,188.45
346	03	0000	230	SOG	L	Williams Brothers Const. Inc.	43,768.90	43,768.90	120,041.05	100%	0.00	6,002.05
347	03	0000	230	Suspended Slab	L	Williams Brothers Const. Inc.	120,041.05	120,041.05	10,475.00	100%	0.00	523.75
348	03	1000	230	230 Grit Bldg	M	Molin Concrete Products	10,475.00	10,475.00	10,504.00	100%	0.00	525.20
349	03	1000	230	230 Grit Bldg	L	Williams Brothers Const. Inc.	10,504.00	10,504.00	10,608.00	100%	0.00	530.40
350	04	2000	230	230 Grit Insulation	M	Seedorff Masonry, Inc.	10,608.00	10,608.00	9,903.00	100%	0.00	495.15
351	04	2000	230	230 Grit CMU	M	Seedorff Masonry, Inc.	9,903.00	9,903.00	16,656.00	100%	0.00	832.80
352	04	2000	230	230 Grit Brick	M	Seedorff Masonry, Inc.	16,656.00	16,656.00	34,687.00	100%	0.00	1,734.35
353	04	2000	230	230 Grit Brick	L	Seedorff Masonry, Inc.	34,687.00	34,687.00	4,763.00	100%	0.00	238.15
354	04	2000	230	230 Grit Insulation	L	Seedorff Masonry, Inc.	4,763.00	4,763.00	38,819.00	100%	0.00	1,940.95
355	04	2000	230	230 Grit CMU	L	Seedorff Masonry, Inc.	38,819.00	38,819.00	36,101.28	75%	12,033.76	1,805.06
356	05	1200	230	230 Grit Building	M	HME, Inc.	48,135.04	36,101.28	16,900.00	50%	16,900.00	845.00
357	05	1200	230	230 Grit Building	L	Williams Brothers Const. Inc.	33,800.00	16,900.00	0.00	0%	3,168.75	0.00
358	06	1000	230	Bolted Plates at roof equipment	M/L	Williams Brothers Const. Inc.	3,168.75		4,429.21	50%	4,429.21	221.46
359	06	1000	230	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42	4,429.21	12,000.00	100%	0.00	600.00
360	06	6000	230	Parshall Flume Liners	M	August Winter & Sons, Inc.	12,000.00	12,000.00	9,500.00	100%	0.00	475.00
361	06	6000	230	Parshall Flume Liners	L	August Winter & Sons, Inc.	9,500.00	9,500.00	7,800.00	100%	0.00	390.00
362	07	1713	230	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	7,800.00	7,800.00	5,850.00	100%	0.00	292.50
363	07	1713	230	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	5,850.00	5,850.00	7,518.10	100%	0.00	375.91
364	07	5400	230	Thermoplastic Membrane Roofing	M	For Sure Roofing and Sheetmetal	7,518.10	7,518.10	6,740.00	100%	0.00	337.00
365	07	5400	230	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmetal	6,740.00	6,740.00	0.00	0%	240.00	0.00
366	07	6200	230	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmetal	240.00		0.00	0%	1,380.00	0.00
367	07	6200	230	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmetal	1,380.00		0.00	0%		
368	08	1116	230	Aluminum Doors and Frames	M	Commercial Construction Products Co	12,240.00		3,672.00	30%	8,568.00	183.60
369	08	1116	230	Aluminum Doors and Frames	L	Commercial Construction Products Co	2,800.00		0.00	0%	2,800.00	0.00
370	08	3100	230	Access Doors and Panels	M	Nystrom	534.00	534.00	534.00	100%	0.00	26.70
371	08	3100	230	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29	490.29	490.29	100%	0.00	24.51
372	08	3323	230	Overhead Coilings Doors	M	WD Door	6,172.50		0.00	0%	6,172.50	0.00
373	08	3323	230	Overhead Coilings Doors	L	WD Door	928.25		0.00	0%	928.25	0.00
374	08	4313	230	Aluminum Framed Storefronts	M	Commercial Construction Products Co			0.00		0.00	0.00
375	08	4313	230	Aluminum Framed Storefronts	L	Commercial Construction Products Co			0.00		0.00	0.00
376	08	7100	230	Door Hardware	M	Commercial Construction Products Co			0.00		0.00	0.00
377	08	7100	230	Door Hardware	L	Commercial Construction Products Co			0.00		0.00	0.00

CONTINUATION SHEET															Application No. 17	PER. TO: October 31, 2021
															APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00
1	2	3	4	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
				Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH		
												7,000.00	100%	0.00	350.00	
378	09	9000	230			Paints and Coatings 230 Grit Bldg	M RP Coatings	7,000.00		7,000.00						
379	09	9000	230			Paints and Coatings	L RP Coatings	20,000.00		20,000.00				0.00	1,000.00	
380	22	0500	230			230 Grit Bldg	M August Winter & Sons, Inc.	10,000.00		3,000.00				7,000.00	150.00	
381	22	0500	230			230 Grit Bldg	L August Winter & Sons, Inc.	30,000.00		12,000.00				18,000.00	600.00	
382	23	0593	230			Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	1,008.00					0.00	1,008.00	0.00	
383	23	0713	230			Duct Insulation	M Corn States Metal Fabricators	2,000.00					0.00	2,000.00	0.00	
384	23	0713	230			Duct Insulation	L Corn States Metal Fabricators	3,700.00					0.00	3,700.00	0.00	
385	23	1123	230			Facility Natural-Gas Piping	M Corn States Metal Fabricators	1,800.00					0.00	1,800.00	0.00	
386	23	1123	230			HVAC Sequence of Operation	M Corn States Metal Fabricators	11,000.00					0.00	11,000.00	0.00	
387	23	1123	230			HVAC Sequence of Operation	L Corn States Metal Fabricators	28,000.00					0.00	28,000.00	0.00	
388	23	1123	230			Facility Natural-Gas Piping	L Corn States Metal Fabricators	11,000.00					0.00	11,000.00	0.00	
389	23	3100	230			HVAC Ducts and Casings	M Corn States Metal Fabricators	25,860.00	9,950.00		15,910.00	25,860.00	100%	0.00	1,293.00	
390	23	3100	230			HVAC Ducts and Casings	L Corn States Metal Fabricators	29,380.00	29,380.00			29,380.00	100%	0.00	1,469.00	
391	23	3300	230			Air Duct Accessories	M Corn States Metal Fabricators	450.00	450.00			450.00	100%	0.00	22.50	
392	23	3300	230			Air Duct Accessories	L Corn States Metal Fabricators	300.00	300.00			300.00	100%	0.00	15.00	
393	23	3423	230			HVAC Power Ventilators	M Corn States Metal Fabricators	10,560.00					0.00	10,560.00	0.00	
394	23	3423	230			HVAC Power Ventilators	L Corn States Metal Fabricators	3,380.00					0.00	3,380.00	0.00	
395	23	3700	230			Grilles, Registers, Diffusers	M Corn States Metal Fabricators	700.00					0.00	700.00	0.00	
396	23	3700	230			Grilles, Registers, Diffusers	L Corn States Metal Fabricators	1,190.00					0.00	1,190.00	0.00	
397	23	7433	230			Packaged MAU	M Corn States Metal Fabricators	25,600.00					0.00	25,600.00	0.00	
398	23	7433	230			Packaged MAU	L Corn States Metal Fabricators	1,500.00					0.00	1,500.00	0.00	
399	23	8101	230			Terminal Heat Transfer Units	M Corn States Metal Fabricators	7,740.00	0.00		7,740.00	7,740.00	100%	0.00	387.00	
400	23	8101	230			Terminal Heat Transfer Units	L Corn States Metal Fabricators	530.00					0.00	530.00	0.00	
401	26	0000	230			Grit Building	L Price Electric	290,000.00	174,000.00	43,500.00		217,500.00	75%	72,500.00	10,875.00	
402	31	5000	230			Building excavation/backfill	M/L Iowa Earth Works	22,600.00	22,600.00			22,600.00	100%	0.00	1,130.00	
403	35	2016.2	230			Slide Gates	M August Winter & Sons	54,000.00	54,000.00		0.00	54,000.00	100%	0.00	2,700.00	
404	35	2016.2	230			Slide Gates	L August Winter & Sons	35,000.00	30,000.00			30,000.00	86%	5,000.00	1,500.00	
405	41	2213	230			Bridge Crane	M Waite Equipment	17,000.00					0.00	17,000.00	0.00	
406	41	2213	230			Bridge Crane	L Waite Equipment	4,300.00					0.00	4,300.00	0.00	
407	41	2223	230			Hoist and Monorail System	M Waite Equipment	3,200.00					0.00	3,200.00	0.00	
408	41	2223	230			Hoist and Monorail System	L Waite Equipment	750.00					0.00	750.00	0.00	
409	43	2117	230			Vortex (Torque-Flow) Pumping Equipment	M August Winter & Sons	115,000.00	115,000.00			115,000.00	100%	0.00	5,750.00	
410	43	2117	230			Vortex (Torque-Flow) Pumping Equipment	M/L August Winter & Sons	60,000.00	28,000.00	10,000.00		38,000.00	63%	22,000.00	1,900.00	
411	43	4113	230			Hydropneumatic Tank	M August Winter & Sons	55,000.00	55,000.00			55,000.00	100%	0.00	2,750.00	
412	43	4113	230			Hydropneumatic Tank	L August Winter & Sons	25,500.00	20,500.00	1,000.00		21,500.00	84%	4,000.00	1,075.00	
413	46	2323	230			Grit Removal Equipment	M August Winter & Sons	240,000.00	240,000.00			240,000.00	100%	0.00	12,000.00	
414	46	2323	230			Grit Removal Equipment	L August Winter & Sons	115,000.00	115,000.00			115,000.00	100%	0.00	5,750.00	
415	46	2327	230			Grit Washer	M August Winter & Sons	185,000.00	185,000.00			185,000.00	100%	0.00	9,250.00	
416	46	2327	230			Grit Washer	L August Winter & Sons	115,000.00	86,750.00	15,000.00		101,750.00	88%	13,250.00	5,087.50	
417	46	6124	230			Composite Sampler	M August Winter & Sons	9,500.00				0.00	0%	9,500.00	0.00	
418	250					Equalization Tank						0.00		0.00	0.00	
419	03	0000	250			250 Equalization Tank								0.00	0.00	
420	03	0000	250			Rebar	M/L Harris Rebar (Ambassador Steel)	90,735.00	8,500.00	24,200.00	40,000.00	72,700.00	80%	18,035.00	3,635.00	
421	03	0000	250			Concrete	M Norwalk Ready Mix Concrete Inc.	121,947.48		5,000.00		5,000.00	4%	116,947.48	250.00	
422	03	0000	250			Form & place						0.00		0.00	0.00	
423	03	0000	250			Footings	L Williams Brothers Const. Inc.	64,284.98	19,285.49	12,857.00		32,142.49	50%	32,142.49	1,607.12	
424	03	0000	250			Walls	L Williams Brothers Const. Inc.	310,185.45				0.00	0%	310,185.45	0.00	
425	03	0000	250			Base Slab	L Williams Brothers Const. Inc.	38,591.78	19,295.89	19,295.89		38,591.78	100%	(0.00)	1,929.59	
426	03	0000	250			SOG	L Williams Brothers Const. Inc.	124,810.88				0.00	0%	124,810.88	0.00	
427	03	0000	250			Suspended Slab	L Williams Brothers Const. Inc.	16,034.63				0.00	0%	16,034.63	0.00	
428	03	0000	250			Houskeeping Pads	L Williams Brothers Const. Inc.	4,764.15				0.00	0%	4,764.15	0.00	
429	03	0000	250			Grouting	L Williams Brothers Const. Inc.	490.32				0.00	0%	490.32	0.00	
430	05	1200	250			250 EQ Tank Return Flow PS	M HME, Inc	2,849.12	0.00		2,706.66	2,706.66	95%	142.46	135.33	

1	2	CONTINUATION SHEET										
		Application No. 17					PER TO: October 31, 2021					
		APPL DATE: October 31, 2021					ENGINEER'S PROJECT NO.: 0.00					
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
									0.00	0%	3,900.00	0.00
431	05	1200	250	250 EQ Tank Return Flow PS	L Williams Brothers Const. Inc.	3,900.00			0.00	0%	4,000.00	0.00
432	07	1353	250	Elastomeric Deck Coverings	M RP Coatings	4,000.00			0.00	0%	8,000.00	0.00
433	07	1353	250	Elastomeric Deck Coverings	L RP Coatings	8,000.00			0.00	0%	9,113.81	0.00
434	07	1713	250	Bentonite Panel Waterproofing	M Williams Brothers Const. Inc.	9,113.81			0.00	0%	6,370.00	0.00
435	07	1713	250	Bentonite Panel Waterproofing	L Williams Brothers Const. Inc.	6,370.00			0.00	0%		
436	08	3100	250	Access Doors and Panels	M Nystrom	1,097.00	0.00	1,097.00	1,097.00	100%	0.00	54.85
437	08	3100	250	Access Doors and Panels	L Williams Brothers Const. Inc.	490.29			0.00	0%	490.29	0.00
438	09	9000	250	Paints and Coatings 250 EQ Tanks	M RP Coatings	400.00			0.00	0%	400.00	0.00
439	09	9000	250	Paints and Coatings	L RP Coatings	2,500.00			0.00	0%	2,500.00	0.00
440	23	0593	250	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	1,008.00			0.00	0%	1,008.00	0.00
441	23	1123	250	HVAC Sequence of Operation	M Corn States Metal Fabricators	5,000.00			0.00	0%	5,000.00	0.00
442	23	1123	250	HVAC Sequence of Operation	L Corn States Metal Fabricators	12,000.00			0.00	0%	12,000.00	0.00
443	23	3423	250	HVAC Power Ventilators	M Corn States Metal Fabricators	10,560.00			0.00	0%	10,560.00	0.00
444	23	3423	250	HVAC Power Ventilators	L Corn States Metal Fabricators	3,380.00			0.00	0%	3,380.00	0.00
445	23	8101	250	Terminal Heat Transfer Units	M Corn States Metal Fabricators	7,740.00	0.00	7,740.00	7,740.00	100%	0.00	387.00
446	23	8101	250	Terminal Heat Transfer Units	L Corn States Metal Fabricators	530.00			0.00	0%	530.00	0.00
447	31	5000	250	Building excavation/backfill	M/L Iowa Earth Works	45,200.00	22,600.00		22,600.00	50%	22,600.00	1,130.00
448	31	6613	250	Equalization Tank	M/L Helitech	103,250.00	103,250.00		103,250.00	100%	0.00	5,162.50
449	33	3613	250	Bolted Steel Wastewater Storage Tank-131' Tank	M Great Plains Structurs LLC	284,045.00	0.00	239,520.00	239,520.00	84%	44,525.00	11,976.00
450	33	3613	250	Bolted Steel Wastewater Storage Tank	L Great Plains Structurs LLC	94,290.00			0.00	0%	94,290.00	0.00
451	43	2139	250	Submersible Solids Handling Pump Equipment	M August Winter & Sons	85,000.00		83,000.00	83,000.00	98%	2,000.00	4,150.00
452	43	2139	250	Submersible Solids Handling Pump Equipment	L August Winter & Sons	156,538.00	3,000.00		3,000.00	2%	153,538.00	150.00
453	46	4123	250	Submersible Mixing Equipment-250 Equalization Tank	M August Winter & Sons	35,000.00		30,000.00	30,000.00	86%	5,000.00	1,500.00
454	46	4123	250	Submersible Mixing Equipment	L August Winter & Sons	83,053.00	5,000.00		5,000.00	6%	78,053.00	250.00
455	270 Peak Flow Treatment											
456	03	0000	270	270 Peak Flow Treatment Str					0.00		0.00	0.00
457	03	0000	270	Rebar	M/L Harris Rebar (Ambassador Steel)	39,475.00	39,475.00		39,475.00	100%	0.00	1,973.75
458	03	0000	270	Concrete	M Norwalk Ready Mix Concrete Inc.	37,200.90	37,200.89		37,200.89	100%	0.00	1,860.04
459	03	0000	270	Form & place					0.00		0.00	0.00
460	03	0000	270	Footings/Pads	L Williams Brothers Const. Inc.	26,439.08	26,439.08		26,439.08	100%	(0.01)	1,321.95
461	03	0000	270	Walls	L Williams Brothers Const. Inc.	185,141.70	185,141.71		185,141.71	100%	(0.00)	9,257.09
462	03	0000	270	SOG	L Williams Brothers Const. Inc.	54,810.68	54,810.68		54,810.68	100%	(0.00)	2,740.53
463	03	0000	270	Houskeeping Pads	L Williams Brothers Const. Inc.	5,734.80	5,734.80		5,734.80	100%	0.00	286.74
464	03	1000	270	270 Peak Flow	M Molin Concrete Products	6,642.00	6,642.00		6,642.00	100%	0.00	332.10
465	03	1000	270	270 Peak Flow	L Williams Brothers Const. Inc.	10,504.00	10,504.00		10,504.00	100%	0.00	525.20
466	04	2000	270	270 Peak Flow Brick	M Seedorff Masonry, Inc.	11,090.00	11,090.00		11,090.00	100%	0.00	554.50
467	04	2000	270	270 Peak Flow CMU	M Seedorff Masonry, Inc.	6,960.00	6,960.00		6,960.00	100%	0.00	348.00
468	04	2000	270	270 Peak Flow Insulation	M Seedorff Masonry, Inc.	5,114.00	5,114.00		5,114.00	100%	0.00	255.70
469	04	2000	270	270 Peak Flow Brick	L Seedorff Masonry, Inc.	20,788.00	20,788.00		20,788.00	100%	0.00	1,039.40
470	04	2000	270	270 Peak Flow CMU	L Seedorff Masonry, Inc.	28,180.00	28,180.00		28,180.00	100%	0.00	1,409.00
471	04	2000	270	270 Peak Flow Insulation	L Seedorff Masonry, Inc.	2,421.00	2,421.00		2,421.00	100%	0.00	121.05
472	05	1200	270	270 Peak Flow Treatment	M HME, Inc	42,256.12	33,804.90		33,804.90	80%	8,451.22	1,690.25
473	05	1200	270	270 Peak Flow Treatment	L Williams Brothers Const. Inc.	33,800.00	1,690.00		1,690.00	5%	32,110.00	84.50
474	08	1113	270	Hollow Metal Doors and Frames	M Commercial Construction Products Co	21,284.74		7,400.00	7,400.00	35%	13,884.74	370.00
475	08	1113	270	Hollow Metal Doors and Frames	L Commercial Construction Products Co	3,000.00			0.00	0%	3,000.00	0.00
476	08	1116	270	Aluminum Doors and Frames	M Commercial Construction Products Co	Includ above			0.00		0.00	0.00
477	08	1116	270	Aluminum Doors and Frames	L Commercial Construction Products Co	Includ above			0.00		0.00	0.00
478	08	3323	270	Overhead Coilings Doors	M WD Door	8,157.50			0.00	0%	8,157.50	0.00
479	08	3323	270	Overhead Coilings Doors	L WD Door	928.25			0.00	0%	928.25	0.00
480	08	4313	270	Aluminum Framed Storefronts	M Commercial Construction Products Co				0.00		0.00	0.00
481	08	4313	270	Aluminum Framed Storefronts	L Commercial Construction Products Co				0.00		0.00	0.00
482	08	7100	270	Door Hardware	M Commercial Construction Products Co				0.00		0.00	0.00
483	08	7100	270	Door Hardware	L Commercial Construction Products Co				0.00		0.00	0.00

1		CONTINUATION SHEET											
2		Application No. 17 APPL. DATE: October 31, 2021											
		PER. TO: October 31, 2021 ENGINEER'S PROJECT NO.: 0.00											
3	Spec		Build	City of Indianola	SUPPLIER/	SCHEDULED	—WORK COMPLETED—		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
484	09	9000	270	Paints and Coatings	270 Peak Flow Treatment	M RP Coatings	12,500.00	12,500.00		12,500.00	100%	0.00	625.00
485	09	9000	270	Paints and Coatings		L RP Coatings	20,000.00	20,000.00		20,000.00	100%	0.00	1,000.00
486	13	3419	270	Metal Buildings System		M Riverview Construction Compa	41,804.00	41,804.00		41,804.00	100%	0.00	2,090.20
487	13	3419	270	Metal Buildings System		L Riverview Construction Compa	41,138.00	33,063.80		33,063.80	80%	8,074.20	1,653.19
488	21	0500	270	Fire Suppression		M Midwest Automatic Fire Sprink	3,880.00			0.00	0%	3,880.00	0.00
489	21	0500	270	Fire Suppression		L Midwest Automatic Fire Sprink	6,770.00			0.00	0%	6,770.00	0.00
490	23	0593	270	Testing, Adjusting, & Balancing		L Corn States Metal Fabricators	504.00			0.00	0%	504.00	0.00
491	23	1123	270	Facility Natural-Gas Piping		M Corn States Metal Fabricators	800.00			0.00	0%	800.00	0.00
492	23	1123	270	HVAC Sequence of Operation		M Corn States Metal Fabricators	5,000.00			0.00	0%	5,000.00	0.00
493	23	1123	270	Facility Natural-Gas Piping		L Corn States Metal Fabricators	4,600.00			0.00	0%	4,600.00	0.00
494	23	1123	270	HVAC Sequence of Operation		L Corn States Metal Fabricators	14,000.00			0.00	0%	14,000.00	0.00
495	23	3100	270	HVAC Ducts and Casings		M Corn States Metal Fabricators	25,850.00	0.00	6,469.00	6,469.00	25%	19,381.00	323.45
496	23	3100	270	HVAC Ducts and Casings		L Corn States Metal Fabricators	29,380.00			0.00	0%	29,380.00	0.00
497	23	3300	270	Air Duct Accessories		M Corn States Metal Fabricators	440.00			0.00	0%	440.00	0.00
498	23	3300	270	Air Duct Accessories		L Corn States Metal Fabricators	300.00			0.00	0%	300.00	0.00
499	23	3423	270	HVAC Power Ventilators		M Corn States Metal Fabricators	7,040.00			0.00	0%	7,040.00	0.00
500	23	3423	270	HVAC Power Ventilators		L Corn States Metal Fabricators	2,250.00			0.00	0%	2,250.00	0.00
501	23	8101	270	Terminal Heat Transfer Units		M Corn States Metal Fabricators	7,740.00	0.00	2,440.00	2,440.00	32%	5,300.00	122.00
502	23	8101	270	Terminal Heat Transfer Units		L Corn States Metal Fabricators	530.00			0.00	0%	530.00	0.00
503	26	0000	270	Peak Flow Treatment		L Price Electric	250,000.00	175,000.00	42,500.00	217,500.00	87%	32,500.00	10,875.00
504	31	5000	270	Building excavation/backfill		M/L Iowa Earth Works	22,600.00	22,600.00		22,600.00	100%	0.00	1,130.00
505	41	4116	270	Bulk Chemical Storage Tanks		M August Winter & Sons	65,000.00	65,000.00		65,000.00	100%	0.00	3,250.00
506	41	4116	270	Bulk Chemical Storage Tanks		L August Winter & Sons	43,000.00	39,000.00		39,000.00	91%	4,000.00	1,950.00
507	46	3334	270	Peristaltic Metering Pumps		M August Winter & Sons	75,000.00		75,000.00	75,000.00	100%	0.00	3,750.00
508	46	3334	270	Peristaltic Metering Pumps		L August Winter & Sons	35,500.00		35,500.00	35,500.00	100%	0.00	1,775.00
509	46	3383	270	Chemical Feed Accessories		M August Winter & Sons	140,000.00		140,000.00	140,000.00	100%	0.00	7,000.00
510	46	3383	270	Chemical Feed Accessories		L August Winter & Sons	50,000.00		30,000.00	30,000.00	60%	20,000.00	1,500.00
511	46	6442	270	Peak Flow Treatment-Cloth Media Filters		M August Winter & Sons	1,387,000.00	1,387,000.00		1,387,000.00	100%	0.00	69,350.00
512	46	6442	270	Peak Flow Treatment-Cloth Media Filters		M/L August Winter & Sons	350,000.00	263,810.00	15,000.00	278,810.00	80%	71,190.00	13,940.50
513	320			Oxidation Ditches						0.00		0.00	0.00
514	03	0000	320	320 Oxidation Ditches						0.00		0.00	0.00
515	03	0000	320	Rebar		M/L Harris Rebar (Ambassador Steel	464,630.00	452,796.01	5,884.88	458,680.89	99%	5,949.11	22,934.04
516	03	0000	320	Concrete		M Norwalk Ready Mix Concrete I	405,205.45	373,613.71	2,800.00	376,413.71	93%	28,791.74	18,820.69
517	03	0000	320	Form & place						0.00		0.00	0.00
518	03	0000	320	Walls		L Williams Brothers Const. Inc.	1,980,990.88	1,881,941.34		1,881,941.34	95%	99,049.54	94,097.07
519	03	0000	320	Round Piers & Columns		L Williams Brothers Const. Inc.	1,823.18			0.00	0%	1,823.18	0.00
520	03	0000	320	Base Slab		L Williams Brothers Const. Inc.	413,406.45	413,406.45		413,406.45	100%	0.00	20,670.32
521	03	0000	320	Precast Hollowcore Slabs		L Williams Brothers Const. Inc.	19,118.70			0.00	0%	19,118.70	0.00
522	03	0000	320	Beams		L Williams Brothers Const. Inc.	89,986.95	13,498.05	22,496.74	35,994.79	40%	53,992.17	1,799.74
523	03	0000	320	Suspended Slab		L Williams Brothers Const. Inc.	106,384.05	21,276.81		21,276.81	20%	85,107.25	1,063.84
524	03	0000	320	Houskeeping Pads		L Williams Brothers Const. Inc.	3,758.40			0.00	0%	3,758.40	0.00
525	03	0000	320	Grouting		L Williams Brothers Const. Inc.	955.40			0.00	0%	955.40	0.00
526	03	1000	320	320 Oxidation Ditch		M Molin Concrete Products	53,849.00			0.00	0%	53,849.00	0.00
527	03	1000	320	320 Oxidation Ditch		L Williams Brothers Const. Inc.	21,008.00			0.00	0%	21,008.00	0.00
528	05	1200	320	320 Oxidation Ditch		M HME, Inc	101,417.04	0.00	91,275.34	91,275.34	90%	10,141.70	4,563.77
529	05	1200	320	320 Oxidation Ditch		L Williams Brothers Const. Inc.	67,600.00			0.00	0%	67,600.00	0.00
530	05	1200	320	320 Oxidation Structural Flow Splitter		M HME, Inc	5,667.98	0.00	5,384.58	5,384.58	95%	283.40	269.23
531	05	1200	320	320 Oxidation Structural Flow Splitter		L Williams Brothers Const. Inc.	3,900.00			0.00	0%	3,900.00	0.00
532	26	0000	320	Oxidation Ditches		M Price Electric	220,000.00	8,800.00		8,800.00	4%	211,200.00	440.00
533	31	5000	320	Building excavation/backfill		M/L Iowa Earth Works	45,200.00	22,600.00		22,600.00	50%	22,600.00	1,130.00
534	31	6613	320	Oxidation Ditch		M/L Helitech	142,667.00	142,667.00		142,667.00	100%	0.00	7,133.35
535	35	2016	320	Slide Gates		M August Winter & Sons	39,000.00			0.00	0%	39,000.00	0.00
536	35	2016	320	Slide Gates		L August Winter & Sons	9,500.00			0.00	0%	9,500.00	0.00

CONTINUATION SHEET												
1												
2												
3	Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	Application No. 17	PER. TO: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00			
4	Sec.	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	APPL. DATE: October 31, 2021					
							WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
							PREV APPL.	STORED	& STORED	Complete	TO FINISH	
537	46	4123	320	Submersible Mixing Equipment-320 Oxidation Ditch	M	August Winter & Sons	90,000.00	85,000.00	85,000.00	94%	5,000.00	4,250.00
538	46	4123	320	Submersible Mixing Equipment	L	August Winter & Sons	89,747.00		0.00	0%	89,747.00	0.00
539	46	5361	320	Oxidation Ditch System Equipment (Base Bid)	M	August Winter & Sons	1,051,600.00	54,088.00	12,022.00	6%	985,490.00	3,305.50
540	46	5361	320	Oxidation Ditch Sys 40'	L	August Winter & Sons	95,000.00	1,500.00	1,500.00	2%	93,500.00	75.00
541	350			Secondary Treatment Bldg					0.00		0.00	0.00
542	03	0000	350	350 Secondary Treatment Bldg					0.00		0.00	0.00
543	03	0000	350	Rebar	M/L	Harris Rebar (Ambassador Steel)	49,265.00	47,361.50	47,361.50	96%	1,903.50	2,368.08
544	03	0000	350	Concrete	M	Norwalk Ready Mix Concrete Inc	32,261.43	30,200.00	30,200.00	95%	1,561.43	1,535.00
545	03	0000	350	Form & place					0.00		0.00	0.00
546	03	0000	350	Walls	L	Williams Brothers Const. Inc.	126,812.93	126,812.93	126,812.93	100%	(0.00)	6,340.65
547	03	0000	350	Base Slab	L	Williams Brothers Const. Inc.	27,955.13	27,955.13	27,955.13	100%	0.00	1,397.76
548	03	0000	350	Suspended Slab	L	Williams Brothers Const. Inc.	85,748.63	85,748.63	85,748.63	100%	0.00	4,287.43
549	03	0000	350	Houskeeping Pads	L	Williams Brothers Const. Inc.	4,131.00		4,131.00	100%	0.00	206.55
550	03	0000	350	Columns	L	Williams Brothers Const. Inc.	7,418.25		7,418.25	100%	0.00	370.91
551	03	1000	350	350 Secondary Treatment	M	Molin Concrete Products	13,528.00		0.00	0%	13,528.00	0.00
552	03	1000	350	350 Secondary Treatment	L	Williams Brothers Const. Inc.	10,504.00		0.00	0%	10,504.00	0.00
553	04	2000	350	350 Secondary Treatment Brick	M	Seedorff Masonry, Inc.	17,189.00		0.00	0%	17,189.00	0.00
554	04	2000	350	350 Secondary Treatment CMU	M	Seedorff Masonry, Inc.	14,329.00	1,433.00	430.00	13%	12,466.00	93.15
555	04	2000	350	350 Secondary Treatment Insulation	M	Seedorff Masonry, Inc.	5,853.00		1,986.00	34%	3,867.00	99.30
556	04	2000	350	350 Secondary Treatment Brick	L	Seedorff Masonry, Inc.	36,454.00		0.00	0%	36,454.00	0.00
557	04	2000	350	350 Secondary Treatment CMU	L	Seedorff Masonry, Inc.	52,419.00	5,243.00	5,243.00	10%	47,176.00	262.15
558	04	2000	350	350 Secondary Treatment Insulation	L	Seedorff Masonry, Inc.	2,736.00		0.00	0%	2,736.00	0.00
559	05	1200	350	350 Secondary Treatment Bldg	M	HME, Inc	23,415.12	0.00	21,073.61	90%	2,341.51	1,053.68
560	05	1200	350	350 Secondary Treatment Bldg	L	Williams Brothers Const. Inc.	16,900.00		0.00	0%	16,900.00	0.00
561	06	1000	350	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42		0.00	0%	8,858.42	0.00
562	07	1713	350	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81		0.00	0%	9,113.81	0.00
563	07	1713	350	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00		0.00	0%	6,370.00	0.00
564	07	5400	350	Thermoplastic Membrane Roofing	M	For Sure Roofing and Sheetmet	9,773.53		9,773.53	100%	0.00	488.68
565	07	5400	350	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmet	8,761.61		0.00	0%	8,761.61	0.00
566	07	6200	350	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmet	313.43		0.00	0%	313.43	0.00
567	07	6200	350	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmet	1,800.76		0.00	0%	1,800.76	0.00
568	08	1113	350	Hollow Metal Doors and Frames	M	Commercial Construction Products Co	15,000.00		4,500.00	30%	10,500.00	225.00
569	08	1113	350	Hollow Metal Doors and Frames	L	Commercial Construction Products Co	2,000.00		0.00	0%	2,000.00	0.00
570	08	1116	350	Aluminum Doors and Frames	M	Commercial Construction Products Co	Includ above		0.00		0.00	0.00
571	08	1116	350	Aluminum Doors and Frames	L	Commercial Construction Products Co	Includ above		0.00		0.00	0.00
572	08	3100	350	Access Doors and Panels	M	Nystrom	801.00	0.00	801.00	100%	0.00	40.05
573	08	3100	350	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29			0%	490.29	0.00
574	08	4313	350	Aluminum Framed Storefronts	M	Commercial Construction Products Co				0%	0.00	0.00
575	08	4313	350	Aluminum Framed Storefronts	L	Commercial Construction Products Co				0%	0.00	0.00
576	08	7100	350	Door Hardware	M	Commercial Construction Products Co				0%	0.00	0.00
577	08	7100	350	Door Hardware	L	Commercial Construction Products Co				0%	0.00	0.00
578	09	9000	350	Paints and Coatings 350 Sec Treatment Bldg	M	RP Coatings	10,000.00			0%	10,000.00	0.00
579	09	9000	350	Paints and Coatings	L	RP Coatings	40,000.00			0%	40,000.00	0.00
580	11	5353	350	Casework, Tops, Fixtures, Fume Hood	M	Innovative Laboratory Systems	22,550.00			0%	22,550.00	0.00
581	11	5353	350	Casework, Tops, Fixtures, Fume Hood, ASHRAE Testing	L	Innovative Laboratory Systems	3,200.00			0%	3,200.00	0.00
582	22	0500	350	350 Secondary Treatment	M	August Winter & Sons, Inc.	45,000.00	15,750.00	15,750.00	35%	29,250.00	787.50
583	22	0500	350	350 Secondary Treatment	L	August Winter & Sons, Inc.	50,000.00	17,500.00	17,500.00	35%	32,500.00	875.00
584	23	0593	350	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00			0%	1,008.00	0.00
585	23	0713	350	Duct Insulation	M	Corn States Metal Fabricators	2,000.00			0%	2,000.00	0.00
586	23	0713	350	Duct Insulation	L	Corn States Metal Fabricators	3,700.00			0%	3,700.00	0.00
587	23	0719	350	HVAC Piping Insulation	M	Corn States Metal Fabricators	530.00			0%	530.00	0.00
588	23	0719	350	HVAC Piping Insulation	L	Corn States Metal Fabricators	960.00			0%	960.00	0.00
589	23	1123	350	Facility Natural-Gas Piping	M	Corn States Metal Fabricators	900.00			0%	900.00	0.00

1		CONTINUATION SHEET													
2		Application No. 17 APPL. DATE: October 31, 2021										PER. TO: October 31, 2021 ENGINEER'S PROJECT NO.: 0.00			
3	Spec		Build		City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
4	Sec.		NO		Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH		
590	23	1123	350		HVAC Sequence of Operation	M Corn States Metal Fabricators	7,000.00				0.00	0%	7,000.00	0.00	
591	23	1123	350		Facility Natural-Gas Piping	L Corn States Metal Fabricators	7,500.00				0.00	0%	7,500.00	0.00	
592	23	1123	350		HVAC Sequence of Operation	L Corn States Metal Fabricators	19,000.00				0.00	0%	19,000.00	0.00	
593	23	2300	350		Refrigerant Piping	M Corn States Metal Fabricators	1,300.00				0.00	0%	1,300.00	0.00	
594	23	2300	350		Refrigerant Piping	L Corn States Metal Fabricators	9,600.00				0.00	0%	9,600.00	0.00	
595	23	3100	350		HVAC Ducts and Casings	M Corn States Metal Fabricators	30,166.00	3,900.00		2,462.04	6,362.04	21%	23,803.96	318.10	
596	23	3100	350		HVAC Ducts and Casings	L Corn States Metal Fabricators	87,824.00	280.00			280.00	0%	87,544.00	14.00	
597	23	3300	350		Air Duct Accessories	M Corn States Metal Fabricators	530.00				0.00	0%	530.00	0.00	
598	23	3300	350		Air Duct Accessories	L Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00	
599	23	3423	350		HVAC Power Ventilators	M Corn States Metal Fabricators	3,520.00	850.00			850.00	24%	2,670.00	42.50	
600	23	3423	350		HVAC Power Ventilators	L Corn States Metal Fabricators	1,200.00				0.00	0%	1,200.00	0.00	
601	23	3700	350		Grilles, Registers, Diffusers	M Corn States Metal Fabricators	700.00				0.00	0%	700.00	0.00	
602	23	3700	350		Grilles, Registers, Diffusers	L Corn States Metal Fabricators	1,180.00				0.00	0%	1,180.00	0.00	
603	23	7433	350		Packaged MAU	M Corn States Metal Fabricators	12,800.00				0.00	0%	12,800.00	0.00	
604	23	7433	350		Packaged MAU	L Corn States Metal Fabricators	750.00				0.00	0%	750.00	0.00	
605	23	8101	350		Terminal Heat Transfer Units	M Corn States Metal Fabricators	3,870.00			1,520.00	1,520.00	39%	2,350.00	76.00	
606	23	8101	350		Terminal Heat Transfer Units	L Corn States Metal Fabricators	270.00				0.00	0%	270.00	0.00	
607	23	8127	350		Libert AC Units	M Corn States Metal Fabricators	22,400.00			22,400.00	22,400.00	100%	0.00	1,120.00	
608	23	8127	350		Libert AC Units	L Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00	
609	26	0000	350		Secondary Treatment/Clarifier	L Price Electric	200,000.00	14,000.00	2,000.00		16,000.00	8%	184,000.00	800.00	
610	31	5000	350		Building excavation/backfill	M/L Iowa Earth Works	11,300.00	5,650.00			5,650.00	50%	5,650.00	282.50	
611	41	2213	350		Bridge Crane	M Waite Equipment	17,000.00				0.00	0%	17,000.00	0.00	
612	41	2213	350		Bridge Crane	L Waite Equipment	4,300.00				0.00	0%	4,300.00	0.00	
613	41	2223	350		Hoist and Monorail System	M Waite Equipment	3,200.00				0.00	0%	3,200.00	0.00	
614	41	2223	350		Hoist and Monorail System	L Waite Equipment	750.00				0.00	0%	750.00	0.00	
615	43	2139	350		Submersible Solids Handling Pump Equipment	M August Winter & Sons	104,000.00	24,000.00		80,000.00	104,000.00	100%	0.00	5,200.00	
616	43	2139	350		Submersible Solids Handling Pump Equipment	L August Winter & Sons	156,538.00	112,106.00	20,000.00		132,106.00	84%	24,432.00	6,605.30	
617	380	Secondary Clarifiers										0.00	0.00	0.00	
618	03	0000	380		380 Secondary Clarifiers						0.00		0.00	0.00	
619	03	0000	380		Rebar	M/L Harris Rebar (Ambassador Steel)	178,010.00	172,111.25		1,612.50	173,723.75	98%	4,286.25	8,686.19	
620	03	0000	380		Concrete	M Norwalk Ready Mix Concrete Inc.	147,096.17	136,849.45	2,000.00		138,849.45	94%	8,246.71	6,942.47	
621	03	0000	380		Form & place						0.00		0.00	0.00	
622	03	0000	380		Walls	L Williams Brothers Const. Inc.	686,179.35	686,179.35			686,179.35	100%	(0.00)	34,308.97	
623	03	0000	380		Base Slab	L Williams Brothers Const. Inc.	202,724.10	202,724.10			202,724.10	100%	0.00	10,136.21	
624	03	0000	380		SOG	L Williams Brothers Const. Inc.	1,323.00				0.00	0%	1,323.00	0.00	
625	03	0000	380		Suspended Slab	L Williams Brothers Const. Inc.	79,596.68	11,939.50	14,327.40		26,266.90	33%	53,329.77	1,313.35	
626	03	0000	380		Grouting	L Williams Brothers Const. Inc.	20,280.38				0.00	0%	20,280.38	0.00	
627	05	1200	380		380 Secondary Clarifier Flow Splitter	M HME, Inc	14,514.40			13,788.68	13,788.68	95%	725.72	689.43	
628	05	1200	380		380 Secondary Clarifiers	M HME, Inc	20,663.54			19,630.36	19,630.36	95%	1,033.18	981.52	
629	05	1200	380		380 Secondary Clarifier Flow Splitter	L Williams Brothers Const. Inc.	11,700.00				0.00	0%	11,700.00	0.00	
630	05	1200	380		380 Secondary Clarifiers	L Williams Brothers Const. Inc.	19,500.00				0.00	0%	19,500.00	0.00	
631	09	9000	380		Paints and Coatings 380 Sec Clarifiers	M RP Coatings	17,000.00				0.00	0%	17,000.00	0.00	
632	09	9000	380		Paints and Coatings	L RP Coatings	67,000.00				0.00	0%	67,000.00	0.00	
633	31	5000	380		Building excavation/backfill	M/L Iowa Earth Works	22,600.00	11,300.00			11,300.00	50%	11,300.00	565.00	
634	31	5000	380		Building excavation/backfill	M/L Iowa Earth Works	22,600.00				0.00	0%	22,600.00	0.00	
635	31	5000	380		Building excavation/backfill	M/L Iowa Earth Works	22,600.00				0.00	0%	22,600.00	0.00	
636	31	6613	380		Secondary Clarifier	M/L Helitech	39,416.00	39,416.00			39,416.00	100%	0.00	1,970.80	
637	43	2112	380		Screw Centrifugal Pumps	M August Winter & Sons	34,000.00			34,000.00	34,000.00	100%	0.00	1,700.00	
638	43	2112	380		Screw Centrifugal Pumps	L August Winter & Sons	9,000.00	450.00			450.00	5%	8,550.00	22.50	
639	46	4323	380		Secondary Clarifier Mechanism	M August Winter & Sons	418,000.00	35,494.00		319,448.70	354,942.70	85%	63,057.30	17,747.14	
640	46	4323	380		Secondary Clarifier Mechanism	L August Winter & Sons	250,000.00	90,000.00			90,000.00	36%	160,000.00	4,500.00	
641	420	UV Disinfection Bldg										0.00	0.00	0.00	
642	03	0000	420		UV Disinfection Bldg						0.00		0.00	0.00	

CONTINUATION SHEET													Application No. 17	PER. TO: October 31, 2021
													APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE			
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	& STORED	Complete	TO FINISH				
643	03	0000	420	Rebar	M/L Harris Rebar (Ambassador Stee	22,050.00	17,866.49	2,007.26		19,873.75	90%	2,176.25	993.69	
644	03	0000	420	Concrete	M Norwalk Ready Mix Concrete I	23,548.27	23,548.27			23,548.27	100%	0.00	1,177.41	
645	03	0000	420	Form & place						0.00		0.00	0.00	
646	03	0000	420	Footings	L Williams Brothers Const. Inc.	6,125.63	6,125.63			6,125.63	100%	(0.01)	306.28	
647	03	0000	420	Walls	L Williams Brothers Const. Inc.	155,512.60	155,512.60			155,512.60	100%	0.00	7,775.63	
648	03	0000	420	Base Slab	L Williams Brothers Const. Inc.	26,534.93	26,534.93			26,534.93	100%	(0.00)	1,326.75	
649	03	0000	420	SOG	Williams Brothers Const. Inc.	50,381.88	50,381.88			50,381.88	100%	(0.00)	2,519.09	
650	03	0000	420	Houskeeping Pads	Williams Brothers Const. Inc.	7,682.85	7,682.85			7,682.85	100%	0.00	384.14	
651	03	1000	420	Disinfection	M Molin Concrete Products	16,910.00	16,910.00			16,910.00	100%	0.00	845.50	
652	03	1000	420	UV Vault	M Molin Concrete Products	6,000.00	4,500.00			4,500.00	75%	1,500.00	225.00	
653	03	1000	420	Disinfection	L Williams Brothers Const. Inc.	10,504.00	10,504.00			10,504.00	100%	0.00	525.20	
654	04	2000	420	JV Disinfect Insulation	M Seedorff Masonry, Inc.	7,703.00	7,703.00			7,703.00	100%	0.00	385.15	
655	04	2000	420	JV Disinfect Brick	M Seedorff Masonry, Inc.	22,164.00	22,164.00			22,164.00	100%	0.00	1,108.20	
656	04	2000	420	JV Disinfect CMU	M Seedorff Masonry, Inc.	13,359.00	13,359.00			13,359.00	100%	0.00	667.95	
657	04	2000	420	JV Disinfect CMU	L Seedorff Masonry, Inc.	49,870.00	49,870.00			49,870.00	100%	0.00	2,493.50	
658	04	2000	420	JV Disinfect Insulation	L Seedorff Masonry, Inc.	3,383.00	3,383.00			3,383.00	100%	0.00	169.15	
659	04	2000	420	JV Disinfect Brick	L Seedorff Masonry, Inc.	46,273.00	46,273.00			46,273.00	100%	0.00	2,313.65	
660	05	1200	420	JV Value Vault	M HME, Inc	1,149.88		1,092.39		1,092.39	95%	57.49	54.62	
661	05	1200	420	Disinfection	M HME, Inc	45,524.60	13,670.00	9,120.00		22,790.00	50%	22,734.60	1,139.50	
662	05	1200	420	Disinfection	L Williams Brothers Const. Inc.	3,900.00	975.00			975.00	25%	2,925.00	48.75	
663	06	1000	420	Bolted Plates & Blocking	M/L Williams Brothers Const. Inc.	8,858.42	4,429.21			4,429.21	50%	4,429.21	221.46	
664	06	8000	420	Fiberglass Reinforced Plastic Fabrications	M Williams Brothers Const. Inc.	12,500.00				0.00	0%	12,500.00	0.00	
665	06	8000	420	Fiberglass Reinforced Plastic Fabrications	L Williams Brothers Const. Inc.	1,875.00				0.00	0%	1,875.00	0.00	
666	07	1713	420	Bentonite Panel Waterproofing	M Williams Brothers Const. Inc.	9,113.81	9,113.81			9,113.81	100%	0.00	455.69	
667	07	1713	420	Bentonite Panel Waterproofing	L Williams Brothers Const. Inc.	6,370.00	6,370.00			6,370.00	100%	0.00	318.50	
668	07	5400	420	Thermoplastic Membrane Roofing	M For Sure Roofing and Sheetmet	12,028.96	12,028.96			12,028.96	100%	0.00	601.45	
669	07	5400	420	Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmet	10,783.52	5,124.90			5,124.90	48%	5,658.62	256.25	
670	07	6200	420	Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmet	385.76				0.00	0%	385.76	0.00	
671	07	6200	420	Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmet	2,216.32				0.00	0%	2,216.32	0.00	
672	08	1116	420	Aluminum Doors and Frames	M Commercial Construction Prodi	13,920.00				4,176.00	30%	9,744.00	208.80	
673	08	1116	420	Aluminum Doors and Frames	L Commercial Construction Prodi	1,780.00				0.00	0%	1,780.00	0.00	
674	08	3323	420	Overhead Coilings Doors	M WD Door	6,172.50				0.00	0%	6,172.50	0.00	
675	08	3323	420	Overhead Coilings Doors	L WD Door	928.25				0.00	0%	928.25	0.00	
676	08	4313	420	Aluminum Framed Storefronts	M Commercial Construction Prodi	Includ above				0.00		0.00	0.00	
677	08	4313	420	Aluminum Framed Storefronts	L Commercial Construction Prodi	Includ above				0.00		0.00	0.00	
678	08	7100	420	Door Hardware	M Commercial Construction Prodi	Includ above				0.00		0.00	0.00	
679	08	7100	420	Door Hardware	L Commercial Construction Prodi	Includ above				0.00		0.00	0.00	
680	09	9000	420	Pains and Coatings 420 Disinfection	M RP Coatings	3,000.00	3,000.00			3,000.00	100%	0.00	150.00	
681	09	9000	420	Pains and Coatings	L RP Coatings	12,500.00	12,500.00			12,500.00	100%	0.00	625.00	
682	22	0500	420	Disinfection	M August Winter & Sons, Inc.	70,000.00	52,500.00	5,000.00		57,500.00	82%	12,500.00	2,875.00	
683	22	0500	420	Disinfection	L August Winter & Sons, Inc.	55,000.00	41,250.00	5,000.00		46,250.00	84%	8,750.00	2,312.50	
684	23	0593	420	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	504.00				0.00	0%	504.00	0.00	
685	23	0719	420	HVAC Piping Insulation	M Corn States Metal Fabricators	300.00				0.00	0%	300.00	0.00	
686	23	0719	420	HVAC Piping Insulation	L Corn States Metal Fabricators	410.00				0.00	0%	410.00	0.00	
687	23	1123	420	HVAC Sequence of Operation	M Corn States Metal Fabricators	3,400.00				0.00	0%	3,400.00	0.00	
688	23	1123	420	HVAC Sequence of Operation	L Corn States Metal Fabricators	9,600.00				0.00	0%	9,600.00	0.00	
689	23	2300	420	Refrigerant Piping	M Corn States Metal Fabricators	400.00				0.00	0%	400.00	0.00	
690	23	2300	420	Refrigerant Piping	L Corn States Metal Fabricators	2,000.00				0.00	0%	2,000.00	0.00	
691	23	3100	420	HVAC Ducts and Casings	M Corn States Metal Fabricators	8,620.00	8,620.00			8,620.00	100%	0.00	431.00	
692	23	3100	420	HVAC Ducts and Casings	L Corn States Metal Fabricators	9,790.00	9,790.00			9,790.00	100%	0.00	489.50	
693	23	3300	420	Air Duct Accessories	M Corn States Metal Fabricators	150.00	150.00			150.00	100%	0.00	7.50	
694	23	3300	420	Air Duct Accessories	L Corn States Metal Fabricators	100.00	100.00			100.00	100%	0.00	5.00	
695	23	3423	420	HVAC Power Ventilators	M Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00	

1		CONTINUATION SHEET										Application No. 17		PER TO: October 31, 2021			
2												APPL. DATE: October 31, 2021		ENGINEER'S PROJECT NO.: 0.00			
3	Spec		Build		City of Indianola		SUPPLIER/		SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
4	Sec.		NO		Water Resource Recovery Facility		SUBCONTRACTOR		VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH		
696	23	3423	420		HVAC Power Ventilators	L	Corn States Metal Fabricators		2,250.00				0.00	0%	2,250.00	0.00	
697	23	3700	420		Grilles, Registers, Diffusers	M	Corn States Metal Fabricators		350.00				0.00	0%	350.00	0.00	
698	23	3700	420		Grilles, Registers, Diffusers	L	Corn States Metal Fabricators		590.00				0.00	0%	590.00	0.00	
699	23	8101	420		Terminal Heat Transfer Units	M	Corn States Metal Fabricators		3,870.00				0.00	0%	3,870.00	0.00	
700	23	8101	420		Terminal Heat Transfer Units	L	Corn States Metal Fabricators		270.00				0.00	0%	270.00	0.00	
701	23	8127	420		Libert AC Units	M	Corn States Metal Fabricators		22,400.00			20,500.00	20,500.00	92%	1,900.00	1,025.00	
702	23	8127	420		Libert AC Units	L	Corn States Metal Fabricators		2,800.00				0.00	0%	2,800.00	0.00	
703	23	8417	420		Dehumidifiers	M	Corn States Metal Fabricators		4,000.00			2,999.00	2,999.00	75%	1,001.00	149.95	
704	23	8417	420		Dehumidifiers	L	Corn States Metal Fabricators		350.00				0.00	0%	350.00	0.00	
705	26	0000	420		UV	M	Price Electric		40,000.00	30,000.00	4,000.00		34,000.00	85%	6,000.00	1,700.00	
706	31	5000	420		Building excavation/backfill	M/L	Iowa Earth Works		22,600.00	22,600.00			22,600.00	100%	0.00	1,130.00	
707	43	2136	420		Vertical Turbine Pumps	M	August Winter & Sons		50,000.00				0.00	0%	50,000.00	0.00	
708	43	2136	420		Vertical Turbine Pumps	L	August Winter & Sons		125,000.00	50,949.00	19,500.00		70,449.00	56%	54,551.00	3,522.45	
709	43	3263	420		Ultraviolet Disinfection Equipment	M	August Winter & Sons		348,000.00	174,000.00	25,337.00	148,663.00	348,000.00	100%	0.00	17,400.00	
710	43	3263	420		Ultraviolet Disinfection Equipment	L	August Winter & Sons		80,000.00	52,000.00			52,000.00	65%	28,000.00	2,600.00	
711	46	6124	420		Composite Sampler	M	August Winter & Sons		9,500.00				0.00	0%	9,500.00	0.00	
712	520				Aerobic Digester								0.00		0.00	0.00	
713	03	0000	520		Aerobic Digester								0.00		0.00	0.00	
714	03	0000	520		Rebar	M/L	Harris Rebar (Ambassador Steel)		480,515.00	476,215.62			476,215.62	99%	4,299.38	23,810.78	
715	03	0000	520		Concrete	M	Norwalk Ready Mix Concrete Inc.		218,299.34	211,894.57			211,894.57	97%	6,404.77	10,594.73	
716	03	0000	520		Form & place								0.00		0.00	0.00	
717	03	0000	520		Walls	L	Williams Brothers Const. Inc.		729,895.05	729,895.05			729,895.05	100%	0.00	36,494.75	
718	03	0000	520		Base Slab	L	Williams Brothers Const. Inc.		176,922.90	176,922.90			176,922.90	100%	0.00	8,846.15	
719	03	0000	520		Suspended Slab	L	Williams Brothers Const. Inc.		86,070.60				0.00	0%	86,070.60	0.00	
720	05	1200	520		Aerobic Digester	M	HME, Inc.		25,269.22				0.00	0%	25,269.22	0.00	
721	05	1200	520		Aerobic Digester	L	Williams Brothers Const. Inc.		19,500.00				0.00	0%	19,500.00	0.00	
722	09	9000	520		Paints and Coatings 520 Aerobic Digesters	M	RP Coatings		200.00				0.00	0%	200.00	0.00	
723	09	9000	520		Paints and Coatings	L	RP Coatings		1,000.00				0.00	0%	1,000.00	0.00	
724	31	5000	520		Building excavation/backfill	M/L	Iowa Earth Works		45,200.00	33,900.00			33,900.00	75%	11,300.00	1,695.00	
725	31	6613	520		Aerobic Digester	M/L	Helitech		103,250.00	103,250.00			103,250.00	100%	0.00	5,162.50	
726	46	4123	520		Submersible Mixing Equipment-520 Aerobic Digesters	M	August Winter & Sons		90,000.00			85,000.00	85,000.00	94%	5,000.00	4,250.00	
727	46	4123	520		Submersible Mixing Equipment	L	August Winter & Sons		27,500.00				0.00	0%	27,500.00	0.00	
728	46	5133	520		Flexible Membrane Diffused Aeration Equipment	M	August Winter & Sons		150,000.00	26,554.00			26,554.00	18%	123,446.00	1,327.70	
729	46	5133	520		Flexible Membrane Diffused Aeration Equipment	L	August Winter & Sons		75,000.00	9,000.00			9,000.00	12%	66,000.00	450.00	
730	550				Solids Processing Bldg								0.00		0.00	0.00	
731	03	0000	550		Solids Processing Bldg								0.00		0.00	0.00	
732	03	0000	550		Rebar	M/L	Harris Rebar (Ambassador Steel)		103,085.00	61,872.80	22,554.86		84,427.66	82%	18,657.34	4,221.38	
733	03	0000	550		Concrete	M	Norwalk Ready Mix Concrete Inc.		62,738.55	15,000.00	17,000.00		32,000.00	51%	30,738.55	1,600.00	
734	03	0000	550		Form & place								0.00		0.00	0.00	
735	03	0000	550		Footings	L	Williams Brothers Const. Inc.		29,324.03	29,324.03			29,324.03	100%	0.00	1,466.20	
736	03	0000	550		Walls	L	Williams Brothers Const. Inc.		99,273.60	59,564.16	39,709.44		99,273.60	100%	0.00	4,963.68	
737	03	0000	550		SOG	L	Williams Brothers Const. Inc.		48,090.38		4,809.04		4,809.04	10%	43,281.34	240.45	
738	03	0000	550		Suspended Slab	L	Williams Brothers Const. Inc.		191,216.03				0.00	0%	191,216.03	0.00	
739	03	0000	550		Columns	L	Williams Brothers Const. Inc.		28,033.43				0.00	0%	28,033.43	0.00	
740	03	0000	550		Mechanical Curbs	L	Williams Brothers Const. Inc.		373.95				0.00	0%	373.95	0.00	
741	03	1000	550		Solids Process	M	Molin Concrete Products		33,698.00				0.00	0%	33,698.00	0.00	
742	03	1000	550		Solids Process	L	Williams Brothers Const. Inc.		10,504.00				0.00	0%	10,504.00	0.00	
743	04	2000	550		Solids Process Brick	M	Seedorff Masonry, Inc.		31,959.00				0.00	0%	31,959.00	0.00	
744	04	2000	550		Solids Process CMU	M	Seedorff Masonry, Inc.		17,861.00		1,786.00	2,322.00	4,108.00	23%	13,753.00	205.40	
745	04	2000	550		Solids Process Insulation	M	Seedorff Masonry, Inc.		10,991.00			10,991.00	10,991.00	100%	0.00	549.55	
746	04	2000	550		Solids Process Brick	L	Seedorff Masonry, Inc.		67,308.00				0.00	0%	67,308.00	0.00	
747	04	2000	550		Solids Process Insulation	L	Seedorff Masonry, Inc.		4,784.00				0.00	0%	4,784.00	0.00	
748	04	2000	550		Solids Process CMU	L	Seedorff Masonry, Inc.		66,418.00		6,644.00		6,644.00	10%	59,774.00	332.20	

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1	2	3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE					
4	Sec.			NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH						
749	05	1200	550	550 Solids Processing	M	HME, Inc	60,231.44			48,905.72	48,905.72	81%	11,325.72	2,445.29					
750	05	1200	550	550 Solids Processing	L	Williams Brothers Const. Inc.	42,900.00				0.00	0%	42,900.00	0.00					
751	06	1000	550	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00					
752	07	1713	550	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81				0.00	0%	9,113.81	0.00					
753	07	1713	550	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00				0.00	0%	6,370.00	0.00					
754	07	5400	550	Thermoplastic Membrane Roofing	M	For Sure Roofing and Sheetmet	24,584.52			24,584.52	24,584.52	100%	0.00	1,229.23					
755	07	5400	550	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmet	22,068.73				0.00	0%	22,068.73	0.00					
756	07	6200	550	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmet	489.73				0.00	0%	489.73	0.00					
757	07	6200	550	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmet	4,535.16				0.00	0%	4,535.16	0.00					
758	08	1116	550	Aluminum Doors and Frames	M	Commercial Construction Prods	26,700.00			8,010.00	8,010.00	30%	18,690.00	400.50					
759	08	1116	550	Aluminum Doors and Frames	L	Commercial Construction Prods	3,700.00				0.00	0%	3,700.00	0.00					
760	08	3323	550	Overhead Coilings Doors	M	WD Door	19,751.50				0.00	0%	19,751.50	0.00					
761	08	3323	550	Overhead Coilings Doors	L	WD Door	2,784.87				0.00	0%	2,784.87	0.00					
762	08	4313	550	Aluminum Framed Storefronts	M	Commercial Construction Prods	Includ above				0.00		0.00	0.00					
763	08	4313	550	Aluminum Framed Storefronts	L	Commercial Construction Prods	Includ above				0.00		0.00	0.00					
764	08	7100	550	Door Hardware	M	Commercial Construction Prods	Includ above				0.00		0.00	0.00					
765	08	7100	550	Door Hardware	L	Commercial Construction Prods	Includ above				0.00		0.00	0.00					
766	09	9000	550	Paints and Coatings 550 Solids Processing	M	RP Coatings	8,000.00				0.00	0%	8,000.00	0.00					
767	09	9000	550	Paints and Coatings	L	RP Coatings	40,000.00				0.00	0%	40,000.00	0.00					
768	22	0500	550	550 Solids Processing	M	August Winter & Sons, Inc.	35,000.00	12,250.00			12,250.00	35%	22,750.00	612.50					
769	22	0500	550	550 Solids Processing	L	August Winter & Sons, Inc.	65,000.00	22,750.00			22,750.00	35%	42,250.00	1,137.50					
770	23	0593	550	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00					
771	23	0713	550	Duct Insulation	M	Corn States Metal Fabricators	1,960.00				0.00	0%	1,960.00	0.00					
772	23	0713	550	Duct Insulation	L	Corn States Metal Fabricators	3,640.00				0.00	0%	3,640.00	0.00					
773	23	0719	550	HVAC Piping Insulation	M	Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00					
774	23	0719	550	HVAC Piping Insulation	L	Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00					
775	23	1123	550	Facility Natural-Gas Piping	M	Corn States Metal Fabricators	1,200.00				0.00	0%	1,200.00	0.00					
776	23	1123	550	HVAC Sequence of Operation	M	Corn States Metal Fabricators	10,000.00				0.00	0%	10,000.00	0.00					
777	23	1123	550	Facility Natural-Gas Piping	L	Corn States Metal Fabricators	5,300.00				0.00	0%	5,300.00	0.00					
778	23	1123	550	HVAC Sequence of Operation	L	Corn States Metal Fabricators	26,000.00				0.00	0%	26,000.00	0.00					
779	23	2300	550	Refrigerant Piping	M	Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00					
780	23	2300	550	Refrigerant Piping	L	Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00					
781	23	3100	550	HVAC Ducts and Casings	M	Corn States Metal Fabricators	51,720.00			12,928.72	12,928.72	25%	38,791.28	646.44					
782	23	3100	550	HVAC Ducts and Casings	L	Corn States Metal Fabricators	58,760.00				0.00	0%	58,760.00	0.00					
783	23	3300	550	Air Duct Accessories	M	Corn States Metal Fabricators	900.00				0.00	0%	900.00	0.00					
784	23	3300	550	Air Duct Accessories	L	Corn States Metal Fabricators	600.00				0.00	0%	600.00	0.00					
785	23	3423	550	HVAC Power Ventilators	M	Corn States Metal Fabricators	7,030.00				0.00	0%	7,030.00	0.00					
786	23	3423	550	HVAC Power Ventilators	L	Corn States Metal Fabricators	2,250.00				0.00	0%	2,250.00	0.00					
787	23	3700	550	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	1,390.00				0.00	0%	1,390.00	0.00					
788	23	3700	550	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	2,370.00				0.00	0%	2,370.00	0.00					
789	23	7433	550	Packaged MAU	M	Corn States Metal Fabricators	25,600.00			20,500.00	20,500.00	80%	5,100.00	1,025.00					
790	23	7433	550	Packaged MAU	L	Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00					
791	23	8127	550	Libert AC Units	M	Corn States Metal Fabricators	22,400.00				0.00	0%	22,400.00	0.00					
792	23	8127	550	Libert AC Units	L	Corn States Metal Fabricators	2,800.00				0.00	0%	2,800.00	0.00					
793	26	0000	550	Solids Processing/Digestion	M	Price Electric	100,000.00	5,000.00	3,000.00		8,000.00	8%	92,000.00	400.00					
794	31	5000	550	Building excavation/backfill	M/L	Iowa Earth Works	45,200.00	33,900.00			33,900.00	75%	11,300.00	1,695.00					
795	43	1123	550	Rotary Postitive Displacement Aeration Blower	M	August Winter & Sons	250,000.00			228,000.00	228,000.00	91%	22,000.00	11,400.00					
796	43	1123	550	Rotary Postitive Displacement Aeration Blower	L	August Winter & Sons	117,000.00				0.00	0%	117,000.00	0.00					
797	43	2116	550	Double Disc Pumping Equipment	M	August Winter & Sons	959,000.00	207,596.00			207,596.00	22%	751,404.00	10,379.80					
798	43	2116	550	Double Disc Pumping Equipment	L	August Winter & Sons	252,000.00	27,364.00	4,500.00		31,864.00	13%	220,136.00	1,593.20					
799	46	3390	550	Polymer Feed System	M	August Winter & Sons	57,000.00				0.00	0%	57,000.00	0.00					
800	46	3390	550	Polymer Feed System	L	August Winter & Sons	55,000.00		47,000.00		47,000.00	85%	8,000.00	2,350.00					
801	46	7133	550	Rotary Drum Sludge Thickening System	M	August Winter & Sons	410,000.00				0.00	0%	410,000.00	0.00					

CONTINUATION SHEET													Application No. 17	PER. TO: October 31, 2021
													APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE			
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	STORED	& STORED	Complete	TO FINISH				
802	46	7133	550	Rotary Drum Sludge Thickening System	L	August Winter & Sons	250,000.00	2,500.00		2,500.00	1%	247,500.00	125.00	
803	570			Biosolids Storage				0.00		0.00		0.00	0.00	
804	03	0000	570	570 Biosolids Storage				0.00		0.00		0.00	0.00	
805	03	0000	570	Rebar	M/L	Harris Rebar (Ambassador Steel)	95,900.00	91,837.74	482.94	92,320.68	96%	3,579.32	4,616.03	
806	03	0000	570	Concrete	M	Norwalk Ready Mix Concrete Inc.	85,959.16	83,873.46		83,873.46	98%	2,085.70	4,193.67	
807	03	0000	570	Form & place				0.00		0.00		0.00	0.00	
808	03	0000	570	Footings/Piers	L	Williams Brothers Const. Inc.	3,437.78	3,437.78		3,437.78	100%	(0.01)	171.89	
809	03	0000	570	Walls	L	Williams Brothers Const. Inc.	103,142.03	103,142.03		103,142.03	100%	0.00	5,157.10	
810	03	0000	570	Grade Beams	L	Williams Brothers Const. Inc.	104,188.95	104,188.95		104,188.95	100%	0.00	5,209.45	
811	03	0000	570	Base Slabs	L	Williams Brothers Const. Inc.	37,083.83	37,083.83		37,083.83	100%	(0.00)	1,854.19	
812	03	0000	570	SOG	L	Williams Brothers Const. Inc.	131,859.90	131,859.90		131,859.90	100%	0.00	6,593.00	
813	03	0000	570	SOG Stairs	L	Williams Brothers Const. Inc.	5,799.60	5,799.60		5,799.60	100%	0.00	289.98	
814	03	0000	570	Suspended Slab	L	Williams Brothers Const. Inc.	108,114.75	108,114.75		108,114.75	100%	0.00	5,405.74	
815	03	0000	570	Houskeeping Pas	L	Williams Brothers Const. Inc.	9,162.45	2,290.61		2,290.61	25%	6,871.84	114.53	
816	03	0000	570	Mechanical Curbs	L	Williams Brothers Const. Inc.	1,902.15			0.00	0%	1,902.15	0.00	
817	03	1000	570	570 Biosolids Bldg	M	Molin Concrete Products	1,579.00			0.00	0%	1,579.00	0.00	
818	03	1000	570	570 Biosolids Bldg	L	Williams Brothers Const. Inc.	10,504.00			0.00	0%	10,504.00	0.00	
819	04	2000	570	570 Biosolids Insulation	M	Seedorff Masonry, Inc.	1,774.00		593.00	593.00	33%	1,181.00	29.65	
820	04	2000	570	570 Biosolids Brick	M	Seedorff Masonry, Inc.	5,349.00			0.00	0%	5,349.00	0.00	
821	04	2000	570	570 Biosolids CMU	M	Seedorff Masonry, Inc.	2,743.00		357.00	357.00	13%	2,386.00	17.85	
822	04	2000	570	570 Biosolids Insulation	L	Seedorff Masonry, Inc.	784.00			0.00	0%	784.00	0.00	
823	04	2000	570	570 Biosolids Brick	L	Seedorff Masonry, Inc.	10,746.00			0.00	0%	10,746.00	0.00	
824	04	2000	570	570 Biosolids CMU	L	Seedorff Masonry, Inc.	11,553.00			0.00	0%	11,553.00	0.00	
825	05	1200	570	570 Biosolids Storage	M	HME, Inc.	12,121.64		9,697.31	9,697.31	80%	2,424.33	484.87	
826	05	1200	570	570 Biosolids Storage	L	Williams Brothers Const. Inc.	33,800.00			0.00	0%	33,800.00	0.00	
827	06	1000	570	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42			0.00	0%	8,858.42	0.00	
828	07	1353	570	Elastomeric Deck Coverings	M	RP Coatings	4,000.00			0.00	0%	4,000.00	0.00	
829	07	1353	570	Elastomeric Deck Coverings	L	RP Coatings	8,000.00			0.00	0%	8,000.00	0.00	
830	07	1713	570	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	7,800.00	7,800.00		7,800.00	100%	0.00	390.00	
831	07	1713	570	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	5,850.00	4,680.00		4,680.00	80%	1,170.00	234.00	
832	07	5400	570	Thermoplastic Membrane Roofing	M	For Sure Roofing and Sheetmet	977.35		977.35	977.35	100%	0.00	48.87	
833	07	5400	570	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmet	876.16			0.00	0%	876.16	0.00	
834	07	6200	570	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmet	301.34			0.00	0%	301.34	0.00	
835	07	6200	570	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmet	180.08			0.00	0%	180.08	0.00	
836	08	1116	570	Aluminum Doors and Frames	M	Commercial Construction Prodi	9,000.00		2,700.00	2,700.00	30%	6,300.00	135.00	
837	08	1116	570	Aluminum Doors and Frames	L	Commercial Construction Prodi	1,800.00			0.00	0%	1,800.00	0.00	
838	08	3100	570	Access Doors and Panels	M	Nystrom	1,676.00		1,676.00	1,676.00	100%	0.00	83.80	
839	08	3100	570	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29			0.00	0%	490.29	0.00	
840	08	4313	570	Aluminum Framed Storefronts	M	Commercial Construction Prodi	Includ above			0.00		0.00	0.00	
841	08	4313	570	Aluminum Framed Storefronts	L	Commercial Construction Prodi	Includ above			0.00		0.00	0.00	
842	08	7100	570	Door Hardware	M	Commercial Construction Prodi	Includ above			0.00		0.00	0.00	
843	08	7100	570	Door Hardware	L	Commercial Construction Prodi	Includ above			0.00		0.00	0.00	
844	09	9000	570	Paints and Coatings 570 BioSolids Storage	M	RP Coatings	800.00			0.00	0%	800.00	0.00	
845	09	9000	570	Paints and Coatings	L	RP Coatings	2,000.00			0.00	0%	2,000.00	0.00	
846	23	0593	570	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	756.00			0.00	0%	756.00	0.00	
847	23	1123	570	HVAC Sequence of Operation	M	Corn States Metal Fabricators	5,000.00			0.00	0%	5,000.00	0.00	
848	23	1123	570	HVAC Sequence of Operation	L	Corn States Metal Fabricators	13,000.00			0.00	0%	13,000.00	0.00	
849	23	3100	570	HVAC Ducts and Casings	M	Corn States Metal Fabricators	10,770.00		8,560.00	8,560.00	79%	2,210.00	428.00	
850	23	3100	570	HVAC Ducts and Casings	L	Corn States Metal Fabricators	12,240.00			0.00	0%	12,240.00	0.00	
851	23	3300	570	Air Duct Accessories	M	Corn States Metal Fabricators	190.00			0.00	0%	190.00	0.00	
852	23	3300	570	Air Duct Accessories	L	Corn States Metal Fabricators	130.00			0.00	0%	130.00	0.00	
853	23	3423	570	HVAC Power Ventilators	M	Corn States Metal Fabricators	12,310.00			0.00	0%	12,310.00	0.00	
854	23	3423	570	HVAC Power Ventilators	L	Corn States Metal Fabricators	3,940.00			0.00	0%	3,940.00	0.00	

1		CONTINUATION SHEET					Application No. 17		PER. TO: October 31, 2021			
2							APPL. DATE: October 31, 2021		ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PRV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
855	23	8101	570	Terminal Heat Transfer Units	M	Corn States Metal Fabricators	15,480.00		15,480.00	100%	0.00	774.00
856	23	8101	570	Terminal Heat Transfer Units	L	Corn States Metal Fabricators	1,060.00		0.00	0%	1,060.00	0.00
857	33	3613	570	Bolted Steel Wastewater Storage Tank-120' Tank	M	Great Plains Structurs LLC	320,775.00	320,775.00	320,775.00	100%	0.00	16,038.75
858	33	3613	570	Bolted Steel Wastewater Storage Tank	L	Great Plains Structurs LLC	100,090.00	100,090.00	100,090.00	100%	0.00	5,004.50
859	31	6613	570	Biosolids Tank	M/L	Helitech	405,301.00	405,301.00	405,301.00	100%	0.00	20,265.05
860	31	5000	570	Building excavation/backfill storage tank	M/L	Iowa Earth Works	22,600.00	5,650.00	5,650.00	25%	16,950.00	282.50
861	43	2137	570	Chopper Pumps	M	August Winter & Sons	70,000.00	70,000.00	70,000.00	100%	0.00	3,500.00
862	43	2137	570	Chopper Pumps	L	August Winter & Sons	160,000.00	66,898.00	69,898.00	44%	90,102.00	3,494.90
863	46	4121	570	Jet Mixing Equipment	M	August Winter & Sons	80,000.00	80,000.00	80,000.00	100%	0.00	4,000.00
864	46	4121	570	Jet Mixing Equipment	L	August Winter & Sons	111,000.00	88,800.00	10,000.00	89%	12,200.00	4,940.00
865												
866												
				Original Contract totals	45,600,000.00	26,072,189.63	1,676,148.42	2,850,810.91	30,599,148.96	67.1%	15,000,851.04	1,529,957.45

1	CONTINUATION SHEET				Application No. 17	PER. TO: October 31, 2021					
2					APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00					
3	Spec	Build	City of Indianola	SUPPLIER/	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH
867	CHANGE ORDERS								0.00		
868	1		PCO 002		714.00				0.00	0%	714.00 0.00
869			PCO 003		5,932.00				0.00	0%	5,932.00 0.00
870			PCO 004		1,766.00				0.00	0%	1,766.00 0.00
871			PCO 007A		(35,381.00)	(35,381.00)			(35,381.00)		0.00 (1,769.05)
872			PCO 010A		6,701.00				0.00	0%	6,701.00 0.00
873			PCO 011A		22,636.00	22,636.00			22,636.00	100%	0.00 1,131.80
874	2		PCO 014		(26,011.00)	(10,202.20)			(10,202.20)	39%	(15,808.80) (510.11)
875			PCO 001C		11,444.00	0.00			0.00	0%	11,444.00 0.00
876			PCO 008		323.00	0.00			0.00	0%	323.00 0.00
877			PCO 009		11,450.00	11,450.00			11,450.00	100%	0.00 572.50
878			PCO 017		(3,174.00)	0.00			0.00	-0%	(3,174.00) 0.00
879			PCO 018A		6,442.00	6,442.00			6,442.00	100%	0.00 322.10
880	3		PCO005A		(1,058.00)	0.00			0.00	-0%	(1,058.00) 0.00
881			PCO013A		(9,006.00)	(9,006.00)			(9,006.00)	100%	0.00 (450.30)
882			PCO015A		12,878.00	12,878.00			12,878.00	100%	0.00 643.90
883			PCO016A		3,717.00	0.00			0.00	0%	3,717.00 0.00
884			PCO019B		(18,775.00)	(12,012.50)			(12,012.50)	64%	(6,762.50) (600.63)
885			PCO020		397.00	397.00			397.00	100%	0.00 19.85
886			PCO021A		5,452.00	0.00			0.00	0%	5,452.00 0.00
887			PCO22A		(54,676.00)	(54,676.00)			(54,676.00)	100%	0.00 (2,733.80)
888			PCO024B		1,190.00	0.00			0.00	0%	1,190.00 0.00
889			PCO028		(3,047.00)	(2,880.00)			(2,880.00)	95%	(167.00) (144.00)
890			PCO029		17,633.00	17,633.00			17,633.00	100%	0.00 881.65
891			PCO030		(2,063.00)				0.00	-0%	(2,063.00) 0.00
892	4		PCO006B		5,513.00	1,102.60			1,102.60	20%	4,410.40 55.13
893			PCO023		(9,297.00)				0.00	-0%	(9,297.00) 0.00
894			PCO025A		(32,753.00)				0.00	-0%	(32,753.00) 0.00
895			PCO026A		5,458.00				0.00	0%	5,458.00 0.00
896			PCO027B		(28,868.00)	(28,868.00)			(28,868.00)	100%	0.00 (1,443.40)
897			PCO031		5,484.00	707.00			707.00	13%	4,777.00 35.35
898			PCO032		3,406.00				0.00	0%	3,406.00 0.00
899			PCO033		2,044.00				0.00	0%	2,044.00 0.00
900			PCO034		(3,896.00)				0.00	-0%	(3,896.00) 0.00
901			PCO035		1,042.00	1,042.00			1,042.00	100%	0.00 52.10
902			PCO036		14,304.00				0.00	0%	14,304.00 0.00
903			PCO037		1,000.00	1,000.00			1,000.00	100%	0.00 50.00
904			PCO038A		7,791.00				0.00	0%	7,791.00 0.00
905				TOTAL CHANGE ORDERS	(73,288.00)	(77,738.10)	0.00	0.00	(77,738.10)	13.31	4,450.10 (3,886.91)
906											
907				TOTAL REVISED CONTRACT AM	45,526,712.00	25,994,451.53	1,676,148.42	2,850,810.91	30,521,410.86	67%	15,005,301.14 1,526,070.54

1	CONTINUATION SHEET										Application No. 17	PER TO: October 31, 2021		
2											APPL. DATE: October 31, 2021	ENGINEER'S PROJECT NO.: 0.00		
3	Spec	Build	City of Indianola			SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility			SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
908						Summary by subcontract								
909					Description	Vender Name								
910		2359530'	AUGU03		Plumbing, Mechanical & Equip	August Winter & Sons Inc.	11,821,269.00	4,440,010.00	532,207.00	1,428,582.70	6,400,799.70	54%	5,420,469.30	320,039.99
911		2333530'	COMM19		Metal Doors/Frames/Hardware	Commercial Construction	199,187.74	0.00	0.00	58,006.98	58,006.98	29%	141,180.76	2,900.35
912		2324530'	CORN01		HVAC	Corn States Metal Fabricators	1,411,950.00	77,278.48	10,910.52	315,711.65	403,900.65	29%	1,008,049.35	20,195.03
913		2334530'	DESM03		Gate Operators/Gates/Fence	Des Moines Steel Fence Co Inc	75,420.00	0.00	0.00	0.00	0.00	0%	75,420.00	0.00
914		2332530'	EPCO01		Plastic Toilet Compartments	EPCO Ltd., Inc.	2,780.00	0.00	0.00	0.00	0.00	0%	2,780.00	0.00
915		2378530'	FORS01		Thermoplastic Membrane Roof	For Sure Roofing & Sheetmetal	169,961.00	31,411.96	0.00	60,896.91	92,308.87	54%	77,652.13	4,615.44
916		2336530'	GREAO6		Bolted Steel WW Tanks	Great Plains Structures LLC	799,200.00	420,865.00	0.00	239,520.00	660,385.00	83%	138,815.00	33,019.25
917		2323530'	HARR07		Concrete Reinforcing Work	Harris Rebar/Ambassador Steel	1,790,000.00	1,592,350.35	62,647.00	60,435.23	1,715,432.58	96%	74,567.42	85,771.63
918		2353530'	HEAR10		Acoustical Ceiling Tile Work	Heartland Finishes Inc.	4,675.00		0.00	0.00	0.00	0%	4,675.00	0.00
919		2320530'	HELI01		Rammed Agg Piers/Pile LoadTest	Helitech	833,300.00	833,300.00	0.00	0.00	833,300.00	100%	0.00	41,665.00
920		2371530'	HME01		Structural Steel Framing	HME Inc.	483,579.00	106,490.01	0.00	253,909.99	360,400.00	75%	123,179.00	18,020.00
921		2338530'	INNO05		Lab Furniture/Countertops	Innovative Laboratory Systems	38,100.00	0.00	0.00	0.00	0.00	0%	38,100.00	0.00
922		2356530'	IOWA11		Excavation and Site Grading	Iowa Earth Works	1,412,821.50	1,037,492.50	0.00	0.00	1,037,492.50	73%	375,329.00	51,874.63
923		2361530'	J&KC01		Site Utilities/Ext Mechanical	J & K Contracting LLC	3,575,690.00	2,824,410.00	82,862.63	171,853.45	3,079,126.08	86%	496,563.92	153,956.30
924		2327530'	JIMS03		Tiling & Resilient Flooring	Jim's Carpet One	12,000.00	0.00	0.00	0.00	0.00	0%	12,000.00	0.00
925		2331530'	JOH14		Fire Protection Specialties	Johnson Specialty Sales, Ltd.	1,525.00		0.00	0.00	0.00	0%	1,525.00	0.00
926		2325530'	MIDW59		Fire Suppression Work	Midwest Automatic Fire	51,450.00	0.00	0.00	0.00	0.00	0%	51,450.00	0.00
927		2372530'	MOL101		Structural Precast Hollow Core	Molin Concrete Products	205,460.00	58,397.00	0.00	0.00	58,397.00	28%	147,063.00	2,919.85
928		2346530'	NORW02		Ready Mix Concrete	Norwalk Ready-Mix Concrete I	1,792,116.61	1,122,430.80	34,800.00	0.00	1,157,230.80	65%	634,885.81	57,861.54
929		2322530'	NYS01		Access Doors	Nystrom, Inc.	4,533.00	534.00	0.00	3,574.00	4,108.00	91%	425.00	205.40
930		2330530'	OSDI01		Metal Lockers	OSDI	4,707.00		0.00	0.00	0.00	0%	4,707.00	0.00
931		2339530'	PARK10		Parking Lot Striping/Signs	Parking Lot Specialties LLC	1,185.00		0.00	0.00	0.00	0%	1,185.00	0.00
932		2329530'	PREM05		Window Shades	Premier Edge LLC	1,788.00		0.00	0.00	0.00	0%	1,788.00	0.00
933		2354530'	PRIC02		Electronic Safety and Security	Price Electric	5,047,246.44	2,390,857.12	692,204.34	158,500.00	3,241,561.46	64%	1,805,684.99	162,078.07
934		2369530'	RIVE09		Metal Bldg Systems Erection	Riverview Construction Compn	327,899.00	218,073.20	0.00	65,059.00	283,132.20	86%	44,766.80	14,156.61
935		2326530'	RPCO01		Deck/Wall Coverings/Paint/Flor	RP Coatings, Inc.	470,000.00	77,100.00	0.00	0.00	77,100.00	16%	392,900.00	3,855.00
936		2376530'	SEED02		Masonry Work	Seedorff Masonry, Inc.	1,136,783.00	517,760.00	8,430.00	34,761.00	560,951.00	49%	575,832.00	28,047.55
937		2321530'	SOIL02		Landscape work	Soil Tek	220,000.00	50,894.00	300.00	0.00	51,194.00	23%	168,806.00	2,559.70
938		2328530'	WAIT01		Bridge Crane/Hoist/Monorail	Waite Equipment Company	50,500.00	0.00	0.00	0.00	0.00	0%	50,500.00	0.00
939		2335530'	WDD01		Overhead Coiling/Sect Doors	WD Door	100,900.00	0.00	0.00	0.00	0.00	0%	100,900.00	0.00
940						Williams Brothers Const. Inc.	13,480,685.71	10,194,797.11	251,786.94	0.00	10,446,584.05	77%	3,034,101.66	522,329.20
941						TOTALS	45,526,712.00	25,994,451.53	1,676,148.42	2,850,810.91	30,521,410.86	67%	15,005,301.14	1,526,070.54

PARTIAL WAIVER OF LIEN

Application No. 17

STATE OF ILLINOIS}
 } ss.
PEORIA COUNTY }

October 31, 2021

TO ALL WHOM IT MAY CONCERN:

WHEREAS, we the undersigned, WILLIAMS BROTHERS CONSTRUCTION INC. have been employed by
City of Indianola to furnish labor and/or material for the building known as:

Indianola Water Resource Recovery Facility

Situated on Lot:
10939 Grimes St.
Indianola IA 50125

in the city of Indianola, County of Warren and State of Iowa.

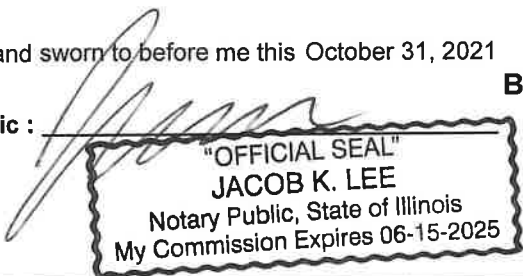
NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of One Million Six Hundred
Three Thousand Two Hundred Eight and 81/100 \$1,603,208.81 Dollars,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all lien or claim or right of lien on said above described building and premises
under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or
both, furnished by the undersigned to or on account of the said City of Indianola
for said building or premises up to and including the day of October 31, 2021

GIVEN under our hands and sealed this day and year first above written.

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this October 31, 2021

Notary Public :



By: Jacqueline Smith (SEAL)
Jacqueline Smith, Treasurer



1830 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # P642499
Invoice Date 10/12/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$409.00

Backordered from:

9/22/21 P477759

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/23/21	10/11/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	P642499

Product Code	Description	Quantity		Price	UM	Extended Price
		Ordered	Shipped B/O			
FAOC	FAOC	1	1	.01000	EA	.00
24T049F	4 FLG 90 C110 USA	4	4	136.00000	EA	.00
24T04T040FPR	4 FLG TEE C110 PR USA	2	2	197.00000	EA	.00
24T069F	6 FLG 90 C110 USA	2	2	200.00000	EA	.00
24T10R04F	10X4 FLG RED C110 USA TAG:LL GRIT PEW , UV VAULT LOADOUT	1	1	409.00000	EA	409.00

6114
230

Freight	Delivery	Handling	Restock	Misc	Subtotal:	409.00
					Other:	.00
					Tax:	.00

Terms: NET 30
Ordered By: DAVE

Invoice Total: \$409.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # P642978
Invoice Date 10/12/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$1,305.00

Backordered from:
7/16/21 P185490

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
7/02/21	10/11/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	P642978

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
24T064FPR	6 FLG 45 C110 PR USA TAG:MARK 270	4	4		177.00000	EA	.00
24T14R12FPR	14X12 FLG RED C110 PR USA TAG:MARK 572	1	1		3659.28000	EA	.00
2408F2108SS304	8 MEGA-FLG 2108 W/SS 304 BOLTS TAG:P351	5	5		261.00000	EA	1,305.00
2403F2103SS	3 MEGA-FLG 2103 W/SS 304 BOLTS TAG:P351 & P352	1	1		111.97000	EA	.00
FAOC	FAOC	1	1		.01000	EA	.00

Freight	Delivery	Handling	Restock	Misc	Subtotal:	1,305.00
					Other:	.00
					Tax:	.00
Invoice Total:						\$1,305.00

Terms: NET 30
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

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1030 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # P593350
Invoice Date 10/12/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$8,590.00

Backordered from:

9/14/21 P449513

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/18/21	10/11/21	79320-009	INDIANOLA WWTP	79320		CORE & MAIN LP	P593350

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
FAOC	FAOC	1		1	.01000	EA	.00
/19216664109	18"X2'4" FLGXMJ W/CENTER ANCHOR FLG AIS TAG:UV VAULT	2	1	1	2175.00000	EA	2,175.00
/19216664110	18"X5'9-3/4" FLGXFLG DI PIPE AIS TAG:UV VAULT	1		1	2185.00000	EA	.00
/19216664112	4"X2'2" FLGXMJ W/CENTER ANCHOR FLG AIS	1	1		495.00000	EA	495.00
/54016664113	18"X13.75" DJ400 DOMESTIC DISMANTLING JT TAG:UV VAULT	1	1		5920.00000	EA	5,920.00

Freight Delivery Handling Restock Misc Subtotal: 8,590.00
Other: .00
Tax: .00
Invoice Total: \$8,590.00

Terms: NET 30
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>

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Page: 1



1830 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # P741012
Invoice Date 10/08/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$1,557.00

Backordered from:
10/06/21 P495989

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/25/21	10/06/21	79320-009	INDIANOLA WWTP	79320		DIRECT	P741012

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#-		0551904					
24T069FPR	6 FLG 90 C110 PR USA	2		2	200.00000 EA		.00
24T06T060FPR	6 FLG TEE C110 PR USA	1		1	295.00000 EA		.00
24T04T040FPR	4 FLG TEE C110 PR USA	3		3	197.00000 EA		.00
24T049FPR	4 FLG 90 C110 PR USA	4		4	136.00000 EA		.00
24T049FBPR	4 FLG BASE 90 C110 PR USA	2	2		212.00000 EA		424.00
24T039FPR	3 FLG 90 C110 PR USA	4		4	83.00000 EA		.00
24T10R04FPR	10X4 FLG RED C110 PR USA	1		1	409.00000 EA		.00
/20016698557	24"X18" FLG RED 90 BEND WITH	1		1	6175.00000 EA		.00
24T18T160FPR	18X16 FLG TEE C110 PR USA	2		2	4837.00000 EA		.00
24T18R16FPR	18X16 FLG RED C110 PR USA	1		1	1637.00000 EA		.00
/20016698558	14 FLG 90 C110 PR USA WITH 1" TAP AT 'Y'	1		1	2000.00000 EA		.00
24T14T100F	14X10 FLG TEE C110 USA	2		2	3037.00000 EA		.00
24T14R10FPR	14X10 FLG RED C110 PR USA	1	1		1133.00000 EA		1,133.00
24T109FPR	10 FLG 90 C110 PR USA	1		1	667.00000 EA		.00
24T049FFPR	4 FLGXFLR 90 C110 PR USA	1		1	169.00000 EA		.00

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1830 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # P741012
Invoice Date 10/08/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$1,557.00

Backordered from:
10/06/21 P495989

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/25/21	10/06/21	79320-009	INDIANOLA WWTP	79320		DIRECT	P741012

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				

Freight Delivery Handling Restock Misc

Subtotal: 1,557.00
Other: .00
Tax: .00

Terms: NET 30
Ordered By: DAVE

Invoice Total: \$1,557.00

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coreandmain.com/>



INVOICE

1830 Craig Park Court
St. Louis, MO 63146

Invoice # P495989
Invoice Date 10/06/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$5,710.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/25/21	10/01/21	79320-009	INDIANOLA WWTP	79320		DIRECT	P495989

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
CORE & MAIN PO#- 0551904							
24T069FPR	6 FLG 90 C110 PR USA	2		2	200.00000	EA	.00
24T06FFPR	6 FLGXFLR PC C110 PR USA	2	2		237.00000	EA	474.00
24T06T060FPR	6 FLG TEE C110 PR USA	1		1	295.00000	EA	.00
24T06T040FPR	6X4 FLG TEE C110 PR USA	1	1		278.00000	EA	278.00
24T06R04FPR	6X4 FLG RED C110 PR USA	1	1		200.00000	EA	200.00
24T04T040FPR	4 FLG TEE C110 PR USA	3		3	197.00000	EA	.00
24T049FPR	4 FLG 90 C110 PR USA	4		4	136.00000	EA	.00
24T049FBPR	4 FLG BASE 90 C110 PR USA	2		2	212.00000	EA	.00
24T04R03FPR	4X3 FLG RED C110 PR USA	1	1		93.00000	EA	93.00
24T04FB20PR	4X2 TAPT BLIND FLG DI PR USA	1		1	74.00000	EA	.00
24T039FPR	3 FLG 90 C110 PR USA	4		4	83.00000	EA	.00
24T10R04FPR	10X4 FLG RED C110 PR USA	1		1	409.00000	EA	.00
/20016698557	24"X18" FLG RED 90 BEND WITH 2" TAP AT 'V' USA,C/L,PR	1		1	6175.00000	EA	.00
24T18T160FPR	18X16 FLG TEE C110 PR USA	2		2	4837.00000	EA	.00
24T18R16FPR	18X16 FLG RED C110 PR USA	1		1	1637.00000	EA	.00
24T169FPR	16 FLG 90 C110 PR USA	1	1		2815.00000	EA	2,815.00
24T149FPR	14 FLG 90 C110 PR USA	1	1		1850.00000	EA	1,850.00
/20016698558	14 FLG 90 C110 PR USA WITH 1" TAP AT 'Y'	1		1	2000.00000	EA	.00

CONTINUED... Page: 1

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1830 Craig Park Court
St. Louis, MO 63146

INVOICE

Invoice # P495989
Invoice Date 10/06/21
Account # 137186
Sales Rep SHANEL TRAVER
Phone # 515-986-4000
Branch #223 Grimes, IA
Total Amount Due \$5,710.00

Remit To:
CORE & MAIN LP
PO BOX 28330
ST LOUIS, MO 63146

AUGUST WINTER & SONS INC
PO Box 1896
Appleton WI 54912 1896

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Shipped To:
WATER RESOURCE RECOVERY FACILI
10939 GRIMES ST
DAVID 920-427-2173
INDIANOLA, IA

CUSTOMER JOB- 79320 INDIANOLA WWTP

Thank you for the opportunity to serve you! We appreciate your prompt payment.

Date Ordered	Date Shipped	Customer PO #	Job Name	Job #	Bill of Lading	Shipped Via	Invoice#
8/25/21	10/01/21	79320-009	INDIANOLA WWTP	79320		DIRECT	P495989

Product Code	Description	Quantity		B/O	Price	UM	Extended Price
		Ordered	Shipped				
24T14T100F	14X10 FLG TEE C110 USA	2	2		3037.00000	EA	.00
24T14R10FPR	14X10 FLG RED C110 PR USA	1	1		1133.00000	EA	.00
24T109FPR	10 FLG 90 C110 PR USA	1	1		667.00000	EA	.00
24T049FFPR	4 FLGXFLR 90 C110 PR USA	1	1		169.00000	EA	.00

Freight	Delivery	Handling	Restock	Misc	Subtotal:	5,710.00
					Other:	.00
					Tax:	.00
Invoice Total:						\$5,710.00

Terms: NET 30
Ordered By: DAVE

This transaction is governed by and subject to Core & Main's standard terms and conditions, which are incorporated by reference and accepted.
To review these terms and conditions, please visit: <http://tandc.coresandmain.com/>

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Page: 2



INVOICE		
DATE	NUMBER	PAGE
9/13/2021	085480	1 of 1

B AUW100
I AUGUST WINTER & SONS, INC
L PO BOX 1896
L APPLETON, WI 54911
T
O

S INDIANOLA WRRF
H 1120 GRIMES STREET
I INDIANOLA, IA 50125
P
T
O

ATTENTION:
ERIC LEBLANC 920-739-8881 ELEBLANC@AUGUSTWINTER.COM

CUSTOMER REF/PO #		JOB #	JOB TITLE	SLP	SHIPPING TYPE	
79230-007		0054615	CITY OF INDIANOLA, WRRF, CHEMICAL FEED EQUIPMENT, WASTEWATER	CAS/SDP	BEST WAY PP&ADD	
QUANTITY		PART NO.	DESCRIPTION	UNIT PRICE	EXTENDED	
B/O	Ship					
0.00	1	SECTION 46 33 90	POLYMER FEED	\$47,000.00	\$47,000.00	

This invoice is subject to and incorporates by reference Vessco Holdings's ("Vessco") Terms & Conditions (Rev'd 4/2019) and Customer Warranty available at www.vesscoholdings.com which will be provided by email upon written request. Buyer expressly agrees to the provisions set forth in the Terms & Conditions and Customer Warranty posted on Vessco's website.

***TERMS OF PAYMENT ARE NET 30 DAYS FROM DATE OF INVOICE**
***A 7% PER ANNUM SERVICE CHARGE SHALL BE APPLIED TO ANY BALANCE**
***CREDIT CARD PAYMENTS ARE SUBJECT TO AN ADDITIONAL 3% CHARGE**

SUBTOTAL: \$ 47,000.00
TAX: \$ 0.00
TOTAL: \$ 47,000.00

8217 Upland Circle Chanhassen, MN 55317 - Phone: 952-941-2678 - Fax: 952-941-0796

www.Vessco.com

Mellen & Associates, Inc.3404 South 11th Street
Council Bluffs, IA 51501Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTER
Invoice No.: 27605Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896Ship To: **Indianola WTP**
C/O August Winter and Sons
1120 Grimes Street
INDIANOLA, IA 50125**Dezurik-Indianola**

Date		P.O. Number		Ship Via		Terms	
09/24/21		79320,018		FFA		Net 30	
Quantity		B.O.	Item Number	Description	Unit Price	Amount	
Required	Shipped						
11	11			4" Swing Check Valve DeZURIK-APCO Model 250A-LW Flanged Swing Check Valve, Lever & Weight. Left or Right Hand Lever when facing downstream to be specified.	1173.00	12903.00	

TAG: CKV-2515, CKV-2516, CKV-3531,
CKV-3532, CKV-4211, CKV-4212
CKV-4221, CKV-5520, CKV-5521, CKV-5531,
CKV-5532Invoice subtotal 12903.00
Invoice total 12903.00Split
Blwn
350/420/550

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.3404 South 11th Street
Council Bluffs, IA 51501Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTER
Invoice No.: 27653Bill To: **AUGUST WINTER & SONS, INC.**
P.O. BOX 1896
APPLETON, WI 54912-1896Ship To: **Indianola WTP**
C/O August Winter and Sons
1120 Grimes Street
INDIANOLA, IA 50125**Dezurik-Indianola**

Date		P.O. Number		Ship Via		Terms	
10/05/21		79320.018		FFA		Net 30	
Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount	
5	5			3" Swing Check Valve DeZURIK-APCO Model 250A-LW Flanged Swing Check Valve, Lever & Weight. Left or Right Hand Lever when facing downstream to be specified.	1032.00	5160.00	

TAG: CKV-2331, CKV-2341
CKV-2351, CKV-2519, CKV-5703Invoice subtotal 5160.00
Invoice total 5160.00sp. h.
230/250/570

Past due invoices will be subject to a service charge of 1.5% per month.

Mellen & Associates, Inc.3404 South 11th Street
Council Bluffs, IA 51501Phone: (712) 322-9333
Fax: (712) 322-6557
www.melleninc.com

Invoice

Customer No.: AUGUST WINTER
Invoice No.: 27598Bill To: AUGUST WINTER & SONS, INC.
P.O. BOX 1896
APPLETON, WI 54912-1896Ship To: Indianola WTP
C/O August Winter and Sons
1120 Grimes Street
INDIANOLA, IA 50125**Dezurik-Indianola**

Date		P.O. Number		Ship Via		Terms	
09/23/21		79320,018		FFA		Net 30	
Required	Quantity Shipped	B.O.	Item Number	Description	Unit Price	Amount	
3	3			10" Swing Check Valve DeZURIK-APCO Model 250A-LW Flanged Swing Check Valve, Lever & Weight. Left or Right Hand Lever when facing downstream to be specified. TAG: CKV-2141 CKV-2142 CKV-2143	3421.00	10263.00	
9	9			6" Swing Check Valve DeZURIK-APCO Model 250A-LW Flanged Swing Check Valve, Lever & Weight. Left or Right Hand Lever when facing downstream to be specified. TAG: CKV-2755J CKV-2765J CKV-3501, CKV-3502 CKV-3511, CKV-3512 CKV-3521, CKV-3522 CKV-5510	1556.00	14004.00	

Invoice subtotal 24267.00

Invoice total 24267.00

Past due invoices will be subject to a service charge of 1.5% per month.



2300 North Sandra Street
Appleton, WI 54911

Please contact with Questions: 630-932-3895

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
6312931	\$2,035.20	205901	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON ENTERPRISES LLC #1550
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

AUGUST WINTER & SONS INC
INDIANOLA WWTP
PO BOX 1896
APPLETON, WI 54912-1896

AUGUST WINTER & SONS INC
10939 GRIMES STREET
TAG: PO# 79320-032
INDIANOLA, IA 50125

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
448	448	IA91IN	79320-032	GPS	INDIANOLA WWTP	10/13/21	160370
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	WLF909M1QTSH	DAVE BLYTHE 920-427-2173 INDIANOLA WWTP LF 1-1/4 RPZ ASSY 6-8 WEEKS ARO	1902.058	EA	1902.06	
			INVOICE SUB-TOTAL			1902.06	
			TAX	Indianola		133.14	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							Tax Exempt
Looking for a more convenient way to pay your bill?  Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$2,035.20
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

*Peak Flow
270*

FERGUSON**WOLSELEY**
INDUSTRIAL GROUP2300 North Sandra Street
Appleton, WI 54911

Please contact with Questions: 630-932-3895

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
6312917	\$2,646.51	205901	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**FERGUSON ENTERPRISES LLC #1550
PO BOX 802817
CHICAGO, IL 60680-2817**SHIP TO:**AUGUST WINTER & SONS INC
10939 GRIMES STREET
INDIANOLA, IA 50125AUGUST WINTER & SONS INC
INDIANOLA WWTP
PO BOX 1896
APPLETON, WI 54912-1896

SHIP WHSE	SELL WHSE	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
448	448	IA91IN	79320-032	GPS	INDIANOLA WWTP	10/06/21	IO 160153
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	WLF909M1QTSK	DAVE BLYTHE 920-427-2173 INDIANOLA WWTP LF 2 BFP W/ QUARTER-TURN SHUTOFF STK IN OHIO	2339.966	EA	2339.97	
3	3	W909AGF	1-1/4 - 3 AIR GAP STK IN APPLETON	44.456	EA	133.40	
INVOICE SUB-TOTAL							2473.37
TAX						Indianola	173.14
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Tax Exempt							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$2,646.51
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



2300 North Sandra Street
Appleton, WI 54911

Please contact with Questions: 830-932-3895

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
6312930	\$2,559.09	205901	1 of 1

**PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:**

FERGUSON ENTERPRISES LLC #1550
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

AUGUST WINTER & SONS INC
INDIANOLA WWTP
PO BOX 1896
APPLETON, WI 54912-1896

AUGUST WINTER & SONS INC
10939 GRIMES STREET
TAG: PO# 79320-032
INDIANOLA, IA 50125

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH ID
448	448	IA91IN	79320-032	GPS	INDIANOLA WWTP	10/04/21	160033
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
1	1	WLF909M1QTSK	DAVE BLYTHE 920-427-2173 INDIANOLA WWTP LF 2 BFP W/ QUARTER-TURN SHUTOFF STK IN OHIO	2339.966	EA	2339.97	
			INVOICE SUB-TOTAL			2339.97	
			FREIGHT			55.32	
			TAX	Indianola		163.80	
***** LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION. Tax Exempt							
Looking for a more convenient way to pay your bill? Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS: NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$2,559.09
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



2134 NW 108TH STREET
CLIVE, IA 50325-0000

Please contact with Questions: 651-638-5098

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
8802293	\$1,972.39	210501	1 of 1

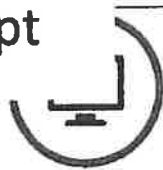
PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1657
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

AUGUST WINTER & SONS
1120 GRIMES STREET
C/O INDIANOLA WWTP
INDIANOLA, IA 50125

AUGUST WINTER & SONS INC
INDIANOLA WWTP
2323 N ROEMER RD
APPLETON, WI 54911

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
522	522	IA91IN	79320	525	PECK FLOW BLDG	10/07/21	IO 277320
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
2	2	P80STKKG	2X2X1 PVC S80 SX6XS TEE	9.743	EA	19.49	
2	2	S835020SR	2 SS REINF SOC X SR FEM ADPT	28.055	EA	52.11	
3	0	FNW7R16YD137	1-3/8 OD PLTD CUSH TUBE STRUT CLMP		EA	0.00	
4	4	P80S9P	4 PVC S80 SXS 90 ELL	16.182	EA	64.73	
2	2	P80SMAK	2 PVC S80 SXM ADPT	11.183	EA	22.37	
4	4	P80SMAG	1 PVC S80 SXM ADPT	4.601	EA	18.40	
4	4	PFP80V3SFNK	2 PVC S80 VAN STONE SOC FLG	8.088	EA	24.35	
2	2	PFP80V3SFNP	4 PVC S80 VAN STONE SOC FLG	13.154	EA	26.31	
8	8	P80S9K	2 PVC S80 SXS 90 ELL	4.070	EA	32.58	
4	4	P80S4P	4 PVC S80 SXS 45 ELL	43.947	EA	175.78	
2	2	P803TK	2 PVC S80 SXSXS TEE	14.407	EA	28.81	
4	4	CP80SCG	1 CPVC S80 SXS COUP	3.658	EA	14.63	
20	20	CP80S8G	1 CPVC S80 SXS 90 ELL	3.729	EA	74.58	
80	80	LHARDF20	3/4 X 20 L HARD COP TUBE	378.400	C	302.72	
40	40	LHARDJ20	1-1/2 X 20 L HARD COP TUBE	955.890	C	382.36	
20	20	LHARDH20	1-1/4 X 20 L HARD COP TUBE	742.610	C	148.52	
60	60	P80PG	1 X 20 FT PVC S80 PE PIPE	153.750	C	92.25	
20	20	P80PP	4 X 20 FT PVC S80 PE PIPE	977.501	C	195.50	
40	40	P80PK	2 X 20 FT PVC S80 PE PIPE	340.001	C	136.00	
4	0	FNW7873ZD150	1-1/2 IPS PLTD RIGID STRUT CLMP		EA	0.00	
4	4	FNW7873ZD200	2 IPS PLTD RIGID STRUT CLMP	2.801	EA	11.20	
4	4	PDWVCJ	1-1/2 PVC DWV COUP	0.840	EA	3.36	
4	4	PDWV9J	1-1/2 PVC DWV 90 ELL	1.790	EA	7.16	
4	4	PDWV4J	1-1/2 PVC DWV 45 ELL	1.754	EA	7.02	
1	1	PDWVSTJ	1-1/2 PVC DWV SAN TEE	3.124	EA	3.12	
INVOICE SUB-TOTAL						1843.34	
TAX						Indianola	129.05
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Looking for a more convenient way to pay y						Tax Exempt	
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$1,972.39
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



2134 NW 108TH STREET
CLIVE, IA 50325-0000

Please contact with Questions: 651-838-5098

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
8802320	\$1,443.71	210501	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1657
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

AUGUST WINTER & SONS
1120 GRIMES STREET
C/O INDIANOLA WWTP
INDIANOLA, IA 50125

AUGUST WINTER & SONS INC
INDIANOLA WWTP
2323 N ROEMER RD
APPLETON, WI 54911

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
522	522	IA91IN	79320	525	M211	10/07/21	IO 277320
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
100	100	P40PK20	2X20 FT PVC DWV S40 PE PIPE	166.600	C	166.60	
100	100	P40PP20	4X20 FT PVC DWV S40 PE PIPE	449.932	C	449.93	
20	20	P40PJ10	1-1/2X10 FT PVC DWV S40 PE PIPE	123.532	C	24.71	
6	6	PDWVCP	4 PVC DWV COUP	8.841	EA	41.05	
4	4	PDWVCM	3 PVC DWV COUP	4.029	EA	16.12	
10	10	PDWVCK	2 PVC DWV COUP	1.155	EA	11.55	
10	10	PDWV9K	2 PVC DWV 90 ELL	2.826	EA	28.26	
10	10	PDWV4K	2 PVC DWV 45 ELL	2.617	EA	26.17	
6	6	PDWVS4K	2 PVC DWV ST 45 ELL	2.671	EA	16.03	
4	4	PDWVS4J	1-1/2 PVC DWV ST 45 ELL	1.684	EA	6.74	
2	2	PDVVLSP	4 PVC DWV LS 90 ELL	20.137	EA	40.27	
2	2	PDWVYP	4 PVC DWV WYE	27.484	EA	54.97	
4	4	PDVASTPPK	4X4X2 PVC DWV SAN TEE	19.013	EA	76.05	
6	6	PFNHCM	3 STD NH COUP	5.279	EA	31.67	
1	1	F105664	8 CI PVC X 4 CI PVC COUP	14.095	EA	14.10	
4	4	PDWVPTP	4 PVC DWV P TRAP	65.766	EA	263.06	
2	2	PDWVCOMBP	4 PVC DWV COMB	40.991	EA	81.98	
INVOICE SUB-TOTAL						1349.28	
TAX Indianola						94.45	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION. PRODUCTS WITH "NP" IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Tax Exempt							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$1,443.71
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All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.



2134 NW 108TH STREET
CLIVE, IA 50325-0000

Please contact with Questions: 651-638-5098

INVOICE NUMBER	TOTAL DUE	CUSTOMER	PAGE
8802286	\$635.33	210501	1 of 1

PLEASE REFER TO INVOICE NUMBER WHEN
MAKING PAYMENT AND REMIT TO:

FERGUSON ENTERPRISES LLC #1657
PO BOX 802817
CHICAGO, IL 60680-2817

SHIP TO:

AUGUST WINTER & SONS INC
INDIANOLA WWTP
2323 N ROEMER RD
APPLETON, WI 54911

AUGUST WINTER & SONS
1120 GRIMES STREET
C/O INDIANOLA WWTP
INDIANOLA, IA 50125

SHIP WHSE.	SELL WHSE.	TAX CODE	CUSTOMER ORDER NUMBER	SALESMAN	JOB NAME	INVOICE DATE	BATCH
522	522	IA91IN	79320	525	INDIANOLA WWTP	10/06/21	IO 277287
ORDERED	SHIPPED	ITEM NUMBER	DESCRIPTION	UNIT PRICE	UM	AMOUNT	
2	2	NHCK	2 NH CI 1/4 BEND	11.967	EA	23.93	
60	80	NHFK10	2X10 NH CI SOIL PIPE	811.720	C	487.03	
14	14	FNW7005EP0200	2 EPOX PLTD ADJ STD CLEVIS HGR	2.143	EA	30.00	
12	12	PFNHCK	2 STD NH COUP	4.400	EA	52.80	
INVOICE SUB-TOTAL						593.76	
TAX Indianola						41.57	
LEAD LAW WARNING: IT IS ILLEGAL TO INSTALL PRODUCTS THAT ARE NOT "LEAD FREE" IN ACCORDANCE WITH US FEDERAL OR OTHER APPLICABLE LAW IN POTABLE WATER SYSTEMS ANTICIPATED FOR HUMAN CONSUMPTION PRODUCTS WITH "NP IN THE DESCRIPTION ARE NOT LEAD FREE AND CAN ONLY BE INSTALLED IN NON-POTABLE APPLICATIONS. BUYER IS SOLELY RESPONSIBLE FOR PRODUCT SELECTION.							
Tax Exempt							
Looking for a more convenient way to pay your bill?							
Log in to Ferguson.com and request access to Online Bill Pay.							

TERMS:	NET 10TH PROX	ORIGINAL INVOICE	TOTAL DUE	\$635.33
--------	---------------	------------------	-----------	----------

All past due amounts are subject to a service charge of 1.5% per month, or the maximum allowed by law, if lower. If Buyer fails to pay within terms, then in addition to other remedies, Buyer agrees to pay Seller all costs of collection, including reasonable attorney fees. Complete terms and conditions are available upon request or at <https://www.ferguson.com/content/website-info/terms-of-sale>, incorporated by reference. Seller may convert checks to ACH.

Admin
120

Commercial Construction Products Co.

5656 S.E. 36th Street
Des Moines, IA 50320
Polk

INVOICE

Invoice Number: 19486
Invoice Date: Sep 30, 2021
Page: 1
Duplicate

Voice: 515-285-5301
Fax: 515-287-3058

Bill To:

Williams Brothers Construction Inc
PO Box 1366
Peoria, IL 61654

Ship to:

INDIANOLA RESOURCE RECOVERY
BUILDING #350

Customer ID	Customer PO	Payment Terms	
Williams Brothers Co	2333-530	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		10/30/21

Quantity	Item	Description	Unit Price	Amount
		(5) HOLLOW METAL FRAMES (7% SCHEDULED VALUE)		1,200.00
Subtotal				1,200.00
Sales Tax				
Freight				
Total Invoice Amount				1,200.00
Payment/Credit Applied				
TOTAL				1,200.00

Check/Credit Memo No:

RECEIVED

10/1/21
WILLIAMS BROS. CONSTRUCTION CO.
5656 S.E. 36TH STREET
DES MOINES, IA 50320

Commercial Construction Products Co.

5656 S.E. 36th Street
Des Moines, IA 50320
Polk

INVOICE

Invoice Number: 19488
Invoice Date: Sep 30, 2021
Page: 1

Duplicate

Voice: 515-285-5301
Fax: 515-287-3058

Bill To:
Williams Brothers Construction Inc PO Box 1366 Peoria, IL 61654

Ship to:
INDIANOLA RESOURCE RECOVERY FACILITY

Customer ID	Customer PO	Payment Terms	
Williams Brothers Co	2333.530	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		10/30/21

Quantity	Item	Description	Unit Price	Amount
		BUILDING #100 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 4320.00)		4,320.00
		BUILDING #120 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 9858.90)		9,858.90
		BUILDING #210 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 8670.00)		8,670.00
		BUILDING #230 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 3672.00)		3,672.00
		BUILDING #350 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 4500.00)		4,500.00
		BUILDING #420 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 4176.00)		4,176.00
		BUILDING #550 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 8010.00)		8,010.00
Subtotal				Continued
Sales Tax				Continued
Freight				
Total Invoice Amount				Continued
Payment/Credit Applied				
TOTAL				Continued

Check/Credit Memo No:

Commercial Construction Products Co.

5656 S.E. 36th Street
Des Moines, IA 50320
Polk

Voice: 515-285-5301
Fax: 515-287-3058

INVOICE

Invoice Number: 19488
Invoice Date: Sep 30, 2021
Page: 2
Duplicate

Bill To:
Williams Brothers Construction Inc PO Box 1366 Peoria, IL 61654

Ship to:
INDIANOLA RESOURCE RECOVERY FACILITY

Customer ID	Customer PO	Payment Terms	
Williams Brothers Co	2333.530	Net 30 Days	
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Best Way		10/30/21

Quantity	Item	Description	Unit Price	Amount
		BUILDING #570 (1) LOT FINISH HARDWARE (30% OF SCHEDULED VALUE 2700.00		2,700.00
Subtotal				45,906.90
Sales Tax				
Freight				
Total Invoice Amount				45,906.90
Payment/Credit Applied				
TOTAL				45,906.90

Check/Credit Memo No:

GreenTech of Iowa, LLC

INVOICE

Remit To:

PO Box 148
Slater, IA 50244

Invoice: 18422**Date:** 09/30/2021**Due Date:** 10/30/2021**Bill To:**

Williams Brothers Construction
PO Box 1366
Peoria, IL 61654

Contract ID:**Description:** Indianola Water Resource Facil**PO No:** 2321-530**Our Job No:****Period Ending:** 10/02/2021**Customer No:** 1616

LINE #	ITEM CODE	DESCRIPTION OF ITEMS	UNIT	QTY BILLED	UNIT PRICE	TOTAL COST
1	1	SILT FENCE / 9" WATTLES	LF		1.50	
7	1	SWPPP MGMNT & INSPECTIONS	MO	1.00	300.00	300.00

Comments: Type: UPB
Job Address:

Terms: Net 30 days

Total Work:	300.00
Less Retainage:	15.00
Total Amount:	285.00

Page:

1 of 1



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: November 15, 2021
Subject: Approval of Payment Application Number 4 to Vanderpool Construction for the South Plant Lift Station Improvements in an amount not to exceed \$136,307.82.

Introduction: Vanderpool Construction has submitted Payment Application Number 4.

Background: As of this Payment Application, Vanderpool Construction has been paid 47% of the contract.

Discussion: Items included in this application include partial wet well structure, pump station piping, flume structure, influent manhole, influent gravity sewer, electrical & controls, modular block retaining wall, porous backfill, subdrain, mobilization, staking, and construction testing. Additionally, Vanderpool is requesting stored material payment for handrail.

Budget Impact: \$136,307.82

Recommendation: HR Green and City staff have reviewed the Payment Application and recommend approval.

Attachments: 1. ltr-110821-S.PlantLS_Vanderpool_Pay_Request4



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

Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

November 8, 2021

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

Re: SOUTH PLANT LIFT STATION IMPROVEMENTS
Contractor's Application for Payment No. 4

Dear Rick:

Attached is an electronic copy of Payment Application No. 4 from Vanderpool Construction Inc. for the South Plant Lift Station Improvements project. Items included in this application include partial wet well structure, pump station piping, flume structure, influent manhole, influent gravity sewer, electrical & controls, modular block retaining wall, porous backfill, subdrain, mobilization, staking, and construction testing. Additionally, Vanderpool is requesting stored material payment for handrail.

The total request for Payment Application No. 4 is \$136,307.82. As of this Pay Application, Vanderpool Construction has been paid 47% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 4 as submitted by Vanderpool. 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:\2020\201161\Construction\Payment\Pay_Estimates\#4\ltr-110821-S.PlantLS_Vanderpool_Pay_Request4.docx

AIA Type Document
Application and Certification for Payment

Pg 1 of 4

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola South Lift Station

APPLICATION NO: 4
PERIOD TO: 11/5/2021

DISTRIBUTION TO:
_ OWNER
_ ARCHITECT
_ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	966,000.00
2. Net Change by Change Orders	\$	0.00
3. CONTRACT SUM TO DATE (Line 1 + 2)	\$	966,000.00
4. TOTAL COMPLETED AND STORED TO DATE	\$	479,344.09

5. RETAINAGE:

a. 5.00 % of Completed Work	\$	23,538.60
b. 5.00 % of Stored Material	\$	428.60
Total retainage (Line 5a + 5b)	\$	23,967.20

6. TOTAL EARNED LESS RETAINAGE	\$	455,376.89
(Line 4 less Line 5 Total)		

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT

(Line 6 from prior Certificate)	\$	319,069.07
---------------------------------------	----	------------

8. CURRENT PAYMENT DUE	\$	136,307.82
------------------------------	----	------------

9. BALANCE TO FINISH, INCLUDING RETAINAGE

(Line 3 less Line 6)	\$	510,623.11
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CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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: Vanderpool Construction Inc
1100 N. 14th St Indianola, IA 50125

By: _____

Date: 11/5/2021

State of:

County of:

Subscribed and Sworn to before me this _____ Day of _____ 20____

Notary Public:

My Commission Expires : _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In Accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to 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 \$ **\$136,307.82**

(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 to the amount certified.)

ARCHITECT:

By: _____

Date: 11/8/2021

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.

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola South Lift Station

APPLICATION NO: 4
PERIOD TO: 11/5/2021

DISTRIBUTION TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
100	Access Road and Onsite Grading		.0000	38,000.00		0.00	.000%	0.00	0.00	0.00	.00	38,000.00
200	Pump Station - Structures		.0000	190,000.00	60.000%	114,000.00	25.000%	47,500.00	0.00	161,500.00	85.00	28,500.00
202	Pump Station - Pumps		.0000	105,000.00		0.00	.000%	0.00	0.00	0.00	.00	105,000.00
204	Pump Station - Piping, Valves, Etc.		.0000	50,000.00		0.00	90.000%	45,000.00	0.00	45,000.00	90.00	5,000.00
210	Measurement Flume Manhole		.0000	21,000.00		0.00	80.000%	16,800.00	0.00	16,800.00	80.00	4,200.00
220	Influent Manhole		.0000	14,000.00		0.00	95.000%	13,300.00	0.00	13,300.00	95.00	700.00
230	EQ Return Manhole		.0000	6,200.00		0.00	.000%	0.00	0.00	0.00	.00	6,200.00
240	Influent Gravity Sewer DIP 16	25.000	320.0000	8,000.00	.000	0.00	25.000	8,000.00	0.00	8,000.00	100.00	.00
250	Influent Gravity Sewer PVC 12	56.000	195.0000	10,920.00	.000	0.00	56.000	10,920.00	0.00	10,920.00	100.00	.00
260	EQ Return Gravity Sewer PVC 8	35.000	120.0000	4,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,200.00
270	Garage Drain Line PVC 4	57.000	55.0000	3,135.00	.000	0.00	.000	0.00	0.00	0.00	.00	3,135.00
280	Sanitary Sewer Cleanout	1.000	700.0000	700.00	.000	0.00	.000	0.00	0.00	0.00	.00	700.00
290	Forcemain PVC 10	125.000	175.0000	21,875.00	.000	0.00	.000	0.00	0.00	0.00	.00	21,875.00
400	Site Electrical - Install		.0000	170,000.00	20.762%	35,296.00	41.176%	70,000.00	0.00	105,296.00	61.94	64,704.00
402	Site Electrical - Controls		.0000	160,000.00	34.375%	55,000.00	9.375%	15,000.00	0.00	70,000.00	43.75	90,000.00
404	Site Electrical - Demo		.0000	20,000.00		0.00	.000%	0.00	0.00	0.00	.00	20,000.00
410	Driveway PCC 7	67.000	75.0000	5,025.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,025.00
420	Sidewalk PCC 4	23.000	105.0000	2,415.00	.000	0.00	.000	0.00	0.00	0.00	.00	2,415.00
430	Pipe Bollards	4.000	650.0000	2,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	2,600.00
440	Silt Fence	700.000	2.0000	1,400.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,400.00
450	Seeding Fertilizing and Mulching	1.000	4,600.0000	4,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,600.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

TO (OWNER): City of Indianola
110 N 1st St
Indianola, IA 50125

PROJECT: Indianola South Lift Station

APPLICATION NO: 4
PERIOD TO: 11/5/2021

DISTRIBUTION
TO:
_ **OWNER**
_ **ARCHITECT**
_ **CONTRACTOR**

FROM (CONTRACTOR): Vanderpool Construction Inc
1100 N. 14th St
Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
500	Handrail	109.000	100.0000	10,900.00	.000	0.00	.000	0.00	8,572.09	8,572.09	78.64	2,327.91
510	Modular Block Retaining Wall w/ Stairs	300.000	40.0000	12,000.00	.000	0.00	150.000	6,000.00	0.00	6,000.00	50.00	6,000.00
520	Remove Fence and Install Gate		.0000	2,300.00		0.00	.000%	0.00	0.00	0.00	.00	2,300.00
530	Remove and Reinstall Fence		.0000	800.00		0.00	.000%	0.00	0.00	0.00	.00	800.00
540	Steel Landscape Edging	90.000	8.0000	720.00	.000	0.00	.000	0.00	0.00	0.00	.00	720.00
550	Porous Backfill under Generator/Transformer	340.000	30.0000	10,200.00	170.000	5,100.00	34.000	1,020.00	0.00	6,120.00	60.00	4,080.00
560	Subdrain under Generator/Transformer	204.000	15.0000	3,060.00	102.000	1,530.00	20.400	306.00	0.00	1,836.00	60.00	1,224.00
570	River Rock around Transformer/Generator	54.000	75.0000	4,050.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,050.00
600	Pipe Plugs	10.000	550.0000	5,500.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,500.00
610	Demo Existing Flume Structure		.0000	13,000.00		0.00	.000%	0.00	0.00	0.00	.00	13,000.00
620	Demo Existing Site Paving		.0000	2,600.00		0.00	.000%	0.00	0.00	0.00	.00	2,600.00
630	Demo and Granular Fill Existing Wet Well		.0000	7,000.00		0.00	.000%	0.00	0.00	0.00	.00	7,000.00
640	Demo and Granular Fill Existing Manholes	2.000	900.0000	1,800.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,800.00
650	Remove and Replace Valve Box	1.000	1,000.0000	1,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,000.00
900	Mobilization		.0000	44,000.00	25.000%	11,000.00	25.000%	11,000.00	0.00	22,000.00	50.00	22,000.00
910	Construction Staking		.0000	4,500.00	25.000%	1,125.00	25.000%	1,125.00	0.00	2,250.00	50.00	2,250.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

TO (OWNER): City of Indianola
 110 N 1st St
 Indianola, IA 50125

PROJECT: Indianola South Lift Station

APPLICATION NO: 4
PERIOD TO: 11/5/2021

DISTRIBUTION
TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

FROM (CONTRACTOR): Vanderpool Construction Inc
 1100 N. 14th St
 Indianola, IA 50125

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
920	Compaction and Concrete Testing		.0000	3,500.00	25.000%	875.00	25.000%	875.00	0.00	1,750.00	50.00	1,750.00
REPORT TOTALS				<u>\$966,000.00</u>		<u>\$223,926.00</u>		<u>\$246,846.00</u>		<u>\$479,344.09</u>		
									<u>\$8,572.09</u>			<u>\$486,655.91</u>



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Third consideration of an Ordinance amending provisions of City of Indianola Code Section 135.14, relating to driveway standards.

Recommendation: Roll call is in order.

Attachments: 1. Proposed Indianola Driveway Ordinance

ORDINANCE NO. _____

AN ORDINANCE TO AMEND THE CODE OF ORDINANCE OF THE CITY OF INDIANOLA, IOWA, BY AMENDING SECTION 135.14, RELATING TO DRIVEWAY AND CURB CUT STANDARDS.

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

Section 1. Section 135.14 of the Code of Ordinances of the City of Indianola, Iowa is hereby deleted in its entirety.

Section 2. Section 135.14 of the Code of Ordinances of the City of Indianola, Iowa is hereby amended by inserting the language as shown in Attachment A.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 4. 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

**CHAPTER 135 - STREET USE AND MAINTENANCE
SECTION 135.14 DRIVEWAY AND CURB CUT STANDARDS**

1. Purpose

The purpose of this chapter is to ensure safe and efficient access to or from the public street network by establishing standards to protect the capacity for handling peak traffic volumes of public streets, to maintain smooth traffic flow, to control the location and number of access points, to separate and control intersection conflict areas, and to provide adequate spacing between driveways. These standards help to ensure that the city's street network is designed to balance the functions of access to adjoining property, pedestrian circulation, and vehicular traffic circulation. This chapter has been established to meet the following objectives:

- A. To provide maximum safety and protection to the public through the regulation of vehicles entering and exiting public streets;
- B. To provide a uniform ordinance for the design, location, operation, and construction of driveways throughout the City of Indianola; and
- C. To provide owners of abutting property with the maximum service feasible, consistent with the safe and efficient use of the public streets.

2. Definitions

(a) The word "shall" is mandatory and the word "may" is permissive.

(b) As used in this chapter, the following terms shall have the definitions set out below:

Applicant: The property owner or the property owner's authorized legal agent who is applying for a permit.

Access: The place, means or way by which pedestrians or vehicles have ingress and egress to a property or parking area.

Arterial Street: A street, the principal function of which is to provide for through traffic and which is designed to carry large volumes of traffic. Arterial streets, as referenced in this title, are those streets shown and defined on the City of Indianola's Comprehensive Plan, as amended, and Iowa Department of Transportation's federal functional classification.

Collector Street: A street, the principal function of which is carrying traffic from local streets to arterial streets. Collector streets, as referenced in this title, are those streets shown and defined on the City of Indianola's Comprehensive Plan, as amended, and Iowa Department of Transportation's federal functional classification.

Circle driveway: A private drive, one-way driveway which enters and leaves private property at two points within the same frontage.

Clear vision area: Land acquired or used by and in accordance with standard practices of the agency having jurisdiction over the road for the purpose of maintaining unobstructed vision.

Commercial driveway: A driveway serving a commercial establishment, industry, government or educational institution, hospital, church, multifamily residential building, mobile home park, and all other facilities not included in the definitions for residential, field or utility structure driveways.

Controlled access: A road right-of-way in which owners or occupants of abutting lands, and other persons, have no legal right to access those abutting lands except at such point only, and in such manner as determined by the city.

Culvert: Closed conduit used for the passage of surface drainage under the driveway(s).

Driveway width: The narrowest distance of the driveway running parallel with the edge of pavement.

Field driveway: Any driveway serving a farm yard, cultivated or uncultivated field, timberland or undeveloped land not used for industrial, commercial or residential purposes.

Frontage: The private lot line that abuts the road right(s)-of-way.

Local Streets: A street used primarily for access to abutting property and for moving local traffic.

Property owner: A person, firm, association, partnership, corporation, or combination of any of these, or any other party having an interest in the land involved.

Residential driveway: A driveway serving a private single-family or two-family dwelling.

Right-of-way: That property owned by the governmental body on which the roadway system exists and which may be accessed with the construction of driveways.

Utility structure driveway: Any driveway serving a structure or utility installation, such as a pump house or substation, which operates automatically and requires only occasional access.

3. Driveway/curb-cut permit required.

A. Permit Required:

- (1) The construction of any new driveway or the creation of any new curb-cut for an access point to private property shall require that a permit be obtained from the Zoning Administrator or designee.
- (2) When a driveway permit is issued, existing curb cuts that are no longer in use shall be filled in with curb and gutter pursuant to city standards. Curb and gutter shall be installed together as one unit.
- (3) For access to a state highway, an access permit must be approved by the Iowa department of transportation (IDOT), with a recommendation from the city. A recommendation from the city is required prior to filing an application with the IDOT. However, a separate city access permit is not required.
- (4) The Public Works Director or designee may waive or vary this driveway requirement where unique circumstances exist.

- B. Fee. The fee for a permit required by this section shall be as set by Resolution of the City Council.
- C. Failure to Reconstruct Pavement. If, after 30 days after the breaking out or removal of any concrete curb or pavement, the person doing the work fails or refuses to pave the driveway as required by this section, the City shall have the right to do so without notice, and assess the cost thereof as a special tax against the abutting property and collect the tax according to law.

4. Driveway Spacing Standards

- A. *Purpose.* Driveway spacing simplifies driving by reducing the amount of information a driver must process and react to. Adequate spacing between driveways and roadways or other driveways can reduce confusion, decreases the potential for congestion and accidents for both through traffic and vehicles using the driveway. Inadequate spacing requires drivers to watch for ingress and egress traffic at several points, while simultaneously trying to control their vehicle and monitor other traffic ahead of and behind them.
- B. *Driveway spacing:*
 - (1) Driveways shall be located to limit undue interference with the free movement of road traffic and to provide the required sight distance.
 - (2) Driveways, including the radii and tapers, shall be located entirely within the subject property's right-of-way frontage. This right-of-way frontage is determined by projecting the lot lines to the edge of pavement of the road. Encroachment of curb and radii on adjacent right-of-way frontage shall be permitted only upon written certifications from the adjacent property owner(s) (agreeing to such encroachment) and/or when the city has determined that such encroachment is necessary to preserve safe roadway conditions.
 - (3) Access points to the property shall be limited based on the adjacent public roadway's functional classification as identified in the Indianola Comprehensive Plan.
 - (4) Driveway spacing from street intersections and between driveways shall be one hundred fifty feet (150') on arterial streets, one hundred feet (100') on collector streets, and fifty feet (50') on all other streets.
 - a. The driveway spacing between a driveway and a street intersection will be measured at the curb line from the beginning of the radius of a street intersection to the beginning of a driveway curb cut.
 - b. The driveway spacing between two driveways will be measured at the curb line between driveway curb cuts.
 - (5) The city may adjust the driveway spacing standards so that driveways line up with existing driveways across the street.

- (6) To reduce left-turn conflicts, new driveways shall be aligned with those across the roadway where possible. If alignment is not possible, driveways should be offset to meet the minimum spacing requirements on Section 135.14-4-B-4 from those on the opposite side of the roadway. Longer offsets may be required depending on the expected, inbound left-turn volumes of the driveways.

5. Driveway Design Standards

- A. *Purpose:* The design features described herein shall be used by the applicant in designing proposed driveways or driveway systems. These standard dimensions shall be used, unless the city determines that conditions require a deviation or the applicant can demonstrate cause for deviation. The city reserves the right to determine whether this deviation shall be granted. In addition, based upon anticipated traffic volumes on the driveway(s) and the roadway, type of traffic to use the driveway, type of development, and other safety and operational considerations, the city may request changes or specify particular dimensions to ensure safe operations.
- B. *Single-family residential, Two-family residential, Utility, and Field driveways:*
- (1) *Number of access points allowed:*
- a. One residential driveway shall be permitted for each platted lot or for unplatted residential property with less than one hundred feet (100') of frontage.
 - b. One additional residential driveway may be permitted along a local street for residential property with more than one hundred feet (100') of frontage. If two (2) access points are approved for a single lot, the primary access drive must be from the lower classified street.
 - c. In lieu of the above, two residential driveways may be permitted on the same property to serve as a one-way circle driveway if the frontage of the property is one hundred feet (100') or more along a local street.
 - d. Field entrance and utility structure driveways will be reviewed on a case-by-case basis. The city review will take into the proximity of the adjacent driveways and intersecting streets, as well as traffic volumes along the roadway.
- (2) *Shared Driveways:* Dwellings may, and are encouraged to, share drives and aisles; provided, that a shared access easement is secured from the owners of each property sharing the drive or aisle. The easement must be recorded and proof of such recording must be submitted prior to issuance of a driveway permit.
- (3) *Paving Standards:*
- a. All residential and utility driveways shall be paved in their entirety, using either concrete, asphalt, or permeable pavers.
 - b. Field driveways shall only be required to be paved from the roadway edge of pavement to the roadway right-of-way line.
- (4) *Dimensional Standards:*

- a. For alley or rear lane access, the driveway is allowed to be as wide as necessary to provide access to the garage or parking space(s).
 - b. For properties with a single access point, the maximum driveway width is twenty-four feet (24') measured at the property line and thirty feet (30') measured at the curb line.
 - c. If two (2) access points are approved on a single frontage lot, the maximum dimension for each driveway is twelve feet (12') measured at the property line and eighteen feet (18') measured at the curb line.
 - d. For single-family uses, if two (2) access points are approved, one from an alley or private rear lane, and one from a street, the primary access drive must be from the alley or private rear lane. In such a case, the maximum driveway width for the secondary driveway from the street is twelve feet (12') measured at the property line and eighteen feet (18') measured at the curb line. The access drive from the alley or rear lane is allowed to be as wide as necessary to provide access to the garage or parking space(s).
 - e. For single-family uses, if two (2) access points are approved on a double frontage or corner lot, one on each frontage, maximum driveway width for the primary driveway is twenty-four feet (24') measured at the property line and thirty feet (30') measured at the curb line. The maximum driveway width for the secondary driveway is twelve feet (12') measured at the property line and eighteen feet (18') measured at the curb line.
 - f. For two-family uses, if two (2) access points are approved, one from an alley or private rear lane, and one from a street, the maximum driveway width for the driveway from the street is twenty feet (20') at the property line and twenty-six feet (26') at the curb line. The access drive from the alley or rear lane is allowed to be as wide as necessary to provide access to the garage or parking space(s).
 - g. For two-family uses, if two (2) access points are approved on a double frontage or corner lot, one on each frontage, the maximum driveway width for each driveway is twenty feet (20') at the property line and twenty-six feet (26') at the curb line.
 - h. The maximum width for shared driveways is twenty-four feet (24') measured at the property line and thirty feet (30') measured at the curb line.
- (5) *Visibility Standard:* Clear vision areas (triangular in shape) shall be maintained on both sides of all residential, utility, and field drives. A clear vision area shall be determined using the following three points:
- a. The point of intersection of the side line of a driveway projected to the roadway edge of pavement, and
 - b. Two points, fifteen feet (15') in distance from that point of intersection. One shall be measured outward from the driveway along the edge of pavement. The other shall be measured along the side driveway line leading onto the subject property.

C. Multi-family, Group living, and Nonresidential driveways:

(1) Number of access points allowed:

- a. For lots or parcels existing prior to the adoption of this ordinance, one driveway may be permitted for each separately owned parcel with less than 100 feet of frontage, provided that the parcel is wide enough for the minimum driveway width, plus the required radii. Where parcel size is insufficient, a shared driveway or other means of access may be required.
- b. Additional driveways may be permitted as follows:
 - i. One additional driveway may be allowed for a site with continuous frontage of one hundred fifty feet (150') or more if no other access opportunities are available; or
 - ii. Two additional driveways may be allowed for a site with continuous frontage of three hundred feet (300') or more if no other access opportunities are available.
- c. Additional access such as that outlined above may be allowed if the applicant provides justification based upon standard traffic engineering criteria that encompass analyses of trip generation, distribution, and level of service. The city has the final decision regardless of conclusions drawn from these analyses.
- d. Two driveways may be permitted, in lieu of the above, to serve as a one-way circle drive if the frontage is one hundred twenty five feet (125') or more.

(2) Shared driveways: Adjacent property owners may, and are encouraged to, consolidate their driveways by using either a joint driveway system or a frontage road. All frontage roads are to be placed on private property outside of the right-of-way. The easements from participating property owners must be recorded and proof of such recording must be submitted prior to issuance of an access permit.

(3) Paving Standards:

- a. *All commercial driveways shall be paved in their entirety, using either concrete, asphalt, or permeable pavers.*
- b. *All commercial driveways shall be constructed with concrete curb and gutter along the entire required-entry and exit radii for the driveway.*

(4) Dimensional Standards:

- a. The city will determine driveway specifications, including width and configuration of lanes, for multi-family, group living, and nonresidential uses based on the size of the development, the anticipated traffic generated by the use, the location, the surrounding land uses, and the functional classification of the street to which the driveway provides access.
- b. Multi-family and Group living uses: Driveway widths for multi-family and group living uses may not exceed twenty-four feet (24') measured at the property line and thirty-two feet (32') at the curb line, except as required by the city for high traffic volume situations.

- c. Nonresidential Uses: Driveway widths for non-residential uses may not exceed thirty-four feet (34') measured at the property line and forty two feet (42') at the curb line, except as required by the city for high traffic volume situations and for commercial and industrial properties that need to accommodate large truck traffic.
- (5) *Visibility Standard: Clear* vision areas (triangular in shape) shall be maintained on both sides of all commercial drives. A clear vision area shall be determined using the following three points:
- a. The point of intersection of the side line of a driveway projected to the roadway edge of pavement, and
 - b. Two points, twenty-five (25) feet in distance from that point of intersection. One shall be measured outward from the driveway along the edge of pavement. The other shall be measured along the side driveway line leading onto the subject property.

6. Appeals.

- A. After reviewing a driveway design, the Zoning Administrator or designee may:
 - 1. Approve design as submitted; or
 - 2. Approve design with corrections to conform the design to the requirements of this Chapter; or
 - 3. Approve design with variations from the requirements of this Chapter, provided that the roadway drainage can still be designed without adversely affecting private properties and driveway design with variations will not adversely affect public safety.
- B. If the applicant disagrees with the final decision of the Zoning Administrator or designee, the applicant shall have the right to appeal such decision in writing, along with the appropriate studies and justification to support the variance request. The variance request will be submitted to the Board of Adjustment created under the Zoning Code. The appeal shall be made by the applicant within five business days of the final decision and filed with the City of Indianola Community Development Department. Procedures for administrative hearings as provided in Section 165.02-3(B) of the City of Indianola Zoning Code shall govern appeals made pursuant to this paragraph. The decision of the Board of Adjustment shall be the final decision of the City of Indianola.

7. Penalties

Any person who violates, disobeys, omits, neglects or refuses to comply with or who resists the enforcement of any of the provisions of this chapter shall, upon conviction, be fined for each offense up to the maximum amount as allowed by the Code of Iowa. Each day that a violation is permitted to exist constitutes a separate offense.



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Third consideration of an Ordinance amending the City Code of the City Of Indianola, Iowa creating regulations related to a residential rental code and making certain related amendments to the Property Maintenance Code.

Recommendation: Roll call is in order.

Attachments:

1. Rental Housing Inspection Checklist
2. Full Survey Results October 2021
3. Residential Rental Code

RENTAL INSPECTION CHECKLIST

City of Indianola | Community Development Department • 110 N 1st St P.O Box 299
comdev@indianolaiowa.gov • Ph: (515) 961-9430 • Fx: (515) 961-9402



Property Owner / Manager				Inspection Date
Property Address				Unit(s)
Tenant Notified Prior?	Y	N	N/A	Inspection Type

PROPERTY INFORMATION

Address		Zone
# Units	# Buildings	Year Constructed
Total Common Areas (sq.ft.)		Total Living Areas (sq. ft.)

EXTERIOR

Y	N	N/A	
			Are house numbers clearly visible and legible from the street or road fronting the property? Are they a minimum of 4" and of contrasting color? (R319, IPMC 304.3)
			Are exterior windows screened? (IPMC 304.14)
			Are all exterior windows, penetrations, and openings caulked? (402.4.1.2; R703.1.1)
			Are there handrails at stairs with more than 4 risers? Are they secure? (R311.7.8)
			Handrail minimum 34" to maximum 38" above nose of tread to top of handrail (R311.7.8.1)
			Top landing of exterior stairs provided with artificial light source (R303.8)
			Are roof drains, gutters, and downspouts in good repair and free of obstructions?
			Are exterior outlets GFCI protected and rated for outdoor use? Are they protected by an approved enclosure? (NEC 210.8(A+B); E4002.8)
			Is the property free from the accumulation of rubbish or garbage? (IPMC 308.1)
			Are sidewalks, patios, and driveways in safe and sound condition? (ORD 136.04; IPMC 302.3)
			Is the property free from debris, weeds, and tall grasses over the height of 8 inches? (IPMC 302.4)
			If the building is multi-family use, is the building ADA accessible (if constructed after 1992, the building is subject to accessibility guidelines)? (24 CFR Part 100)

INTERIOR

Y	N	N/A	
			Working smoke alarms at every floor, in each sleeping room (R314.3, NFPA 72)
			Working carbon monoxide alarms at each floor, within 10' of each sleeping room (R315.1)
			Handrail minimum 34" to maximum 38" above nose of tread to top of handrail (R311.7.8.1)
			Handrails return to wall with maximum 4-1/2" projection & minimum 1-1/2" clear space from inside of rail to wall (R311.7.1, R311.7.8.2)
			Handrails are graspable (R311.7.8.3)
			Interior stairway has proper illumination, ie. all treads and both upper and lower landings) (R303.7)
			Do the entry doors which provide access to the dwelling unit contain a deadbolt lock with a minimum lock throw of 1 inch? (ORD 154.02.09)
			Are interior surfaces such as windows, doors, walls, and floors in good, clean and sanitary condition and free from peeling, chipping, and/or flaking? (ORD154.02.11)
			Are all operable window sills over 24in in height? (R312)

			Does emergency escape and rescue openings below grade have a window-sill less than 44" from floor to bottom of window opening? Is the opening at least 5.7 square feet? 20x24? (R310.2.1; R310.2.2)
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KITCHEN

Y N N/A

			Is there a switched ceiling or wall type light fixture? (E3903)
			Are all appliances in safe working condition? (IPMC 603.1)
			Are outlets GFCI protected? (NEC 210.8; E3902.6)
			If a garbage disposal is supplied, is it in operable condition? (E4101.3; IPMC 308.3.1)
			Is the electrical whip secured to the bottom of the disposal with a proper electrical connector? (E4101.3)
			Is the outlet the disposal is plugged into properly grounded? (E4001.5; E4002.2; E 4006.13; E4006.13.1)

BATHROOM

Y N N/A

			Is an operable window with a screen or a mechanical ventilation fan provided? (R303.3; IPMC 403.1 (Amended))
			Are public toilet facilities in safe, sanitary, and working condition? (IPMC 502.5)
			Is there at least one ground fault electrical outlet? (NEC 210.8)

MECHANICAL, PLUMBING & ELECTRICAL

Y N N/A

			Are all habitable rooms and bathrooms supplied with heat able to maintain a minimum temperature of 68 degrees F? (IPMC 602.2; IPMC 602.3)
			Do all habitable rooms contain a switched light fixture and 2 duplex outlets (IPMC 605.2)
			Do all outlets, switches and junction boxes contain a cover plate? (IPMC 605.2)
			Are all plumbing fixtures properly trapped and vented? (IPMC 504.1; IPMC 504.3; UPC)
			Are all plumbing fixtures properly installed and maintained in working order? (IPMC 504.1; IPMC 502.1)
			Are anti-scald valves maintained and in working condition? (UPC 408.3)
			Is there a smoke and carbon monoxide alarm within the mechanical/electrical room? (R314.3; NFPA 720; IFC 1103.9; IPMC 705.1)
			Are all of the return air ducts located in areas outside of kitchens, bathrooms and mechanical rooms? (IMC 601.5; IPMC 403.4)

FIRE SAFETY

Y N N/A

			If a multi-family dwelling, are there smoke alarms located every 30 feet in common corridors and at the top of each interior stairway? (704.6.1.2)
			Is there a minimum one 1A10BC minimum rated fire extinguisher provided in a properly mounted, readily accessible location? (NFPA10)
			Is the fire extinguisher less than 10 years old? (NFPA10)
			Is the fire extinguisher current on the inspection tag? (NFPA10)

MISCELLANEOUS

Y N N/A

			If there is a swimming pool containing water more than 24 inches in depth, is there a self-closing and self-latching mechanism for gates and doors? (IPMC 303.1; IPMC 303.2)
			If there is a swimming pool containing water more than 24 inches in depth, is there a 6 foot, unclimbable fence surrounding the pool? (IPMC 303.2)
			If there is a swimming pool, is it in clean and sanitary condition? (IPMC 303.1)

RENTAL INSPECTION CHECKLIST

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WATER HEATER

Fuel Source:	Gallons:				
T&P Relief Hard piped:	Y	N	Water heater flue a minimum 3' away from fresh air intakes:	Y	N
Manufacturer Spec	Manufacturer Spec				
Is there enough clearance inside mechanical room to remove the appliance without having to disconnect or remove any other appurtenance?	Y	N	Is enough clearance provided in front of the appliance to make repairs if needed? (30x30)	Y	N
Notes:					

Furnace

Fuel Source	Y	N	Furnace flue clearance per manufacturers specifications:	Y	N
Is there enough clearance inside the furnace room to remove the appliance without having to disconnect or remove any other appurtenance?	Y	N	Is enough clearance provided in front of the appliance to make repairs if needed? (30x30)	Y	N
Condition of the furnace filter:	☐ Good ☐ Okay ☐ Bad				
Notes:					

INSPECTION RESULTS

☐

Failed

☐

Temporary Pass

☐

Full Pass

Reasoning:

[illegible]

Full Survey Results

City of Indianola, Iowa | October 2021

Full survey results regarding conditions within the rental housing community and market in the City of Indianola, Iowa. This survey was administered by the Community Development Department



Full Survey Results

A total of twenty-four (24) responses were received from property owners, managers, and landlords.

Q1 HOW MANY RENTAL UNITS WITHIN INDIANOLA DO YOU OWN/MANAGE?

ANSWERED: 24 SKIPPED: 0

Number of units owned by each property owner/manager	Responses	%
1 unit	10	41.6
2 units	4	16.6
3-5 units	3	12.5
6-9 units	3	12.5
10-20 units	1	4.16
21-30 units	0	0
31-50 units	1	4.16
More than 50 units	2	8.3

Q2 WHAT TYPES OF UNITS DO YOU MANAGE/OWN WITHIN THE CITY?

ANSWERED: 24 SKIPPED: 0

Type of Units	Responses	%
Single-Family Dwellings	18	75
Two-Family Dwellings (Duplex)	4	16.6
Multi-family Dwellings (3 +)	3	12.5
Apartments	5	20.8
Condominiums	3	12.5

PROPERTY OWNERS AND MANAGERS

Q3 HOW WOULD YOU RATE THE FOLLOWING? (SHOWN AS AVERAGES)

Q.3.1 THE OVERALL RENTAL HOUSING QUALITY WITHIN THE CITY OF INDIANOLA



Q.3.2 THE RENTAL MARKET WITHIN INDIANOLA



Q.3.3 OVERALL CONDITION OF PROPERTIES YOU CURRENTLY RENT OUT OR MANAGE



Q4 WHAT TYPE OF HOUSING DO YOU PROVIDE?

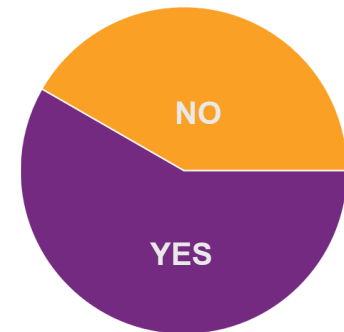
ANSWERED: 24 SKIPPED: 0

Type of Housing	Responses	%
Market Rate	24	100
Section 8	3	12.5
Low-Income Housing	0	
Privately owned Section 8	0	

Q5 HAVE YOU EVER HAD TO EVICT A TENANT OR CANCEL A LEASE?

ANSWERED: 24 SKIPPED: 0

Response	Count	%
Yes	14	58.3
No	10	41.7



Q.5.1 WITHIN THE LAST 2 YEARS, HOW MANY RENTERS HAVE YOU EVICTED OR CANCELLED THEIR LEASE?

ANSWERED: 14 SKIPPED: 0

Number of Evictions	Responses	%
0 evictions	8	57.14
1 eviction	3	21.42
2 evictions	2	14.28
3 to 9 evictions	0	0
More than 10 evictions	12	85.7

Full Survey Results Cont.

PROPERTY OWNERS AND MANAGERS

Q5.2 WHAT REASONINGS HAVE YOU HAD TO EVICT A TENANT OR CANCEL A LEASE?

Reasonings	Responses	%
Failure to pay rent	12	85.7
Engaging in illegal activity	4	28.5
Violating lease agreements related to occupancy rules	3	21.4
Disturbing other tenants (i.e. Noise)	3	21.4
Violating lease agreements (Misc.)	1	7.14
Violating lease agreements related to housing pets/animals	0	0
Property destruction	0	0
Smoking	0	0

Q6 DO YOU CONDUCT A WALK THROUGH WITH EACH RENTER PRIOR TO MOVE IN TO IDENTIFY ANY HEALTH AND SAFETY CONCERNS?

ANSWERED: 24 SKIPPED: 0

Response	Count	%
Yes	19	79.2
No	5	20.8

Q7 HOW OFTEN DO YOU REFUND THE SECURITY OR DAMAGE RENTAL DEPOSIT AT THE END OF THE LEASE?

ANSWERED: 24 SKIPPED: 0

Response	Count	%
Almost always	11	45.8
More than half the time	10	41.7
Less than half the time	1	4.2
Almost never	2	8.3

Q8 HOW MUCH DO YOU SPEND PER YEAR TO MAINTAIN THE CONDITION AND APPEARANCE OF A SINGLE RENTAL UNIT?

ANSWERED: 21 SKIPPED: 3

Response	Count	%
\$500 or less	5	23.8
Between \$501 and \$1,000	6	28.57
Between \$1,001 and \$1,999	2	9.52
Between \$2,000 and \$2,999	5	23.8
Between \$3,000 and \$3,999	1	4.76
Between \$4,000 and \$4,999	0	0
More than \$5,000	2	9.52

Q9 ARE YOU AWARE OF THE FOLLOWING RESOURCES FOR TENANTS/LANDLORDS?

ANSWERED: 24 SKIPPED: 0

Resource	Yes	No
Iowa Civil Rights Commission	6	18
HOME, Inc.	3	21
Iowa Legal Aid (ILA)	8	16
United States HUD	10	14
Warren County Housing Authority	11	13
Iowa International Center (IIC)	3	21
Iowa Department of Public Health	8	16

Q10 WOULD YOU FIND IT HELPFUL OR BENEFICIAL FOR THERE TO BE TRAININGS OR EVENTS THAT RUNS THROUGH TENANT AND LANDLORD RIGHTS, PROPERTY MAINTENANCE CODES AND OTHER RELEVANT AREAS?

ANSWERED: 24 SKIPPED: 0

Response	Count	%
Yes	20	83.3
No	4	16.6

Full Survey Results Cont.

PROPERTY OWNERS AND MANAGERS

Q11 WHAT CODES COULD BE ADDED TO THE CITY RENTAL HOUSING CODE THAT WOULD IMPROVE THE OVERALL QUALITY OF RENTAL HOUSING IN THE CITY OF INDIANOLA?

ANSWERED: 4 SKIPPED: 20

- *I don't know on single family homes. I try to improve my single family homes each year*
- *Be careful, renters will have to pay more if we get too fancy*
- *A rental maintenance and safety check list that landlord & renter agree to abide by to be reviewed yearly*
- *Basic Requirements*

Q12 ARE THERE ANY ADDITIONAL COMMENTS/INPUT YOU WOULD LIKE TO LEAVE?

ANSWERED: 10 SKIPPED: 14

- *I haven't read the code yet*
- *Please keep in mind that any rules that result in additional expenses to landlords will directly impact rent prices. While I agree this can be a good change, it can also make it hard*

to find affordable housing in town

- *Taxes are \$3300/yr on each of my buildings on the square... pretty high*
- *I hope whomever creates the new housing inspection rules and code, realizes that some landlords are lower-middle income people, who can't afford expensive updates to their property. I own only one rental home, where I lived myself for 25 years, and am a lower-middle income person. I would hate to have to sell my place—it's the only investment I have—just because I can't afford all of the requirements of the new code. I agree housing needs to be safe and healthy, but I hope there aren't requirements that go far beyond that. Thanks*
- *Our community is being run with vagrant meth heads*
- *We are not able to attend the meeting as we will be out of state. How can we get a summary of what was covered and materials that will be distributed?*
- *Thank you for the opportunity to have input*

- *The main concern I have with the structure of the rental inspection program is what time commitment it will require on the part of the property owner/property manager*
- *Codes need to protect tenant as well as landlord*
- *No*

Full Survey Results Cont.

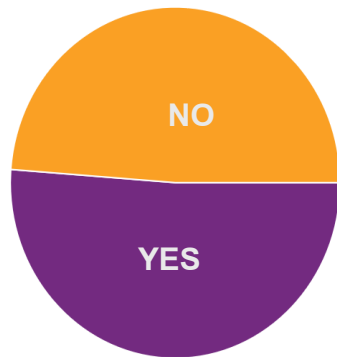
A total of forty-one (41) responses were received from tenants.

Q1 ARE MAINTENANCE REQUESTS RESOLVED IN A TIMELY AND APPROPRIATE MANNER?

ANSWERED: 41

SKIPPED: 0

Responses	Count	%
Yes	20	51.2
No	21	48.8



Q2 PLEASE RATE THE CONDITIONS OF YOUR RENTAL UNIT FROM 0 TO 5 (SHOWN AS AVERAGES)

Q.2.1 EXTERIOR OF PROPERTY (I.E. LAWN, SIDEWALK, LANDSCAPING)



Q.2.2 PARKING LOT



Q.2.3 COMMON AREAS (IF APPLICABLE)



Q.2.4 INTERIOR OF PROPERTY



Q.2.5 BATHROOM



Q.2.7 BEDROOM

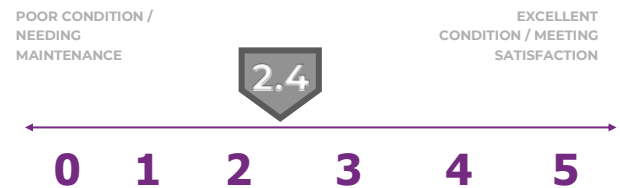


TENANTS

Q.2.8 KITCHEN



Q.2.9 STAIRWAYS (IF APPLICABLE)



Q3 PLEASE INDICATE GENERALLY HOW SAFE YOU FEEL WITHIN YOUR RENTAL UNIT REGARDING THE FOLLOWING SCENARIOS OR EMERGENCIES (SHOWN AS AVERAGES)

Q.3.1 CRIMINAL ACTIVITY



Q.3.2 FIRE



Full Survey Results Cont.

Q.3.3 SECURITY



Q.3.4 HIGH-WIND EVENTS



Q.3.5 RODENTS AND PESTS



Q.3.6 CARBON MONOXIDE



Q.3.7 FLOODING



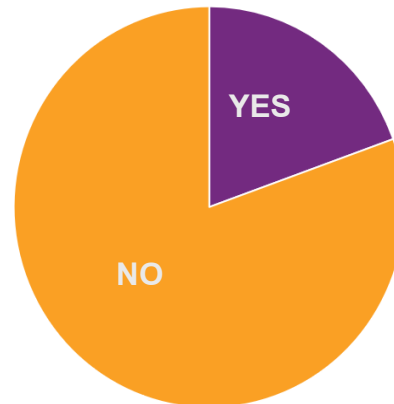
Q.3.8 LEAD AND/OR ABESTOS



Q4 HAVE YOU EVER BEEN RETALIATED AGAINST FOR RAISING A CONCERN OR COMPLAINT TO YOUR LANDLORD?

ANSWERED: 41 SKIPPED: 0

Responses	Count	%
Yes	8	19.5
No	33	80.5

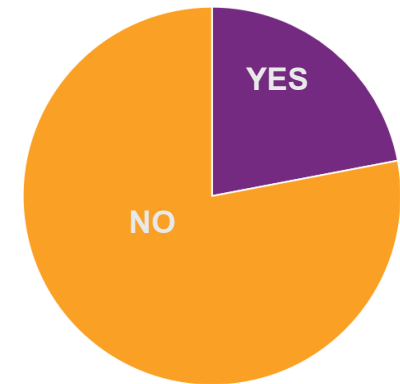


TENANTS

Q5 HAVE YOU EVER EXPERIENCED ANY FORM OF DISCRIMINATION PREVIOUSLY WHILE SEARCHING FOR RENTAL HOUSING IN THE CITY OF INDIANOLA?

ANSWERED: 41 SKIPPED: 0

Responses	Count	%
Yes	9	22
No	32	78



Q6 HAVE YOU EVER BEEN ASKED OR FORCED TO LEAVE A RENTAL HOME IN INDIANOLA?

ANSWERED: 41 SKIPPED: 0

Responses	Count	%
Yes	5	12.2
No	36	87.8

Full Survey Results Cont.

TENANTS

Q.6.1 WHAT WAS THE REASONING FOR YOUR EVICTION?

Reasonings	Responses	%
Failure to pay rent	3	60
Disturbing other tenants	2	40
Retaliation from a complaint	1	20
Violating lease agreements	1	20
Engaging in illegal activity	0	0
Property destruction	0	0
Smoking	0	0

Q.6.2 WERE YOU AWARE OF OR DID YOU UTILIZE FREE LEGAL SERVICES PROVIDED BY IOWA LEGAL AID

Response	Count	%
Yes, I was aware and utilized the	1	20
Yes, I was aware but I did not	0	0
Yes, I was aware but I did not	2	40
No, I was not aware	2	40

Q7 ARE YOU AWARE OF THE FOLLOWING RESOURCES FOR TENANTS/LANDLORDS?

ANSWERED: 41 SKIPPED: 0

Resource	Yes	No
Iowa Civil Rights Commission	10	31
HOME, Inc.	9	32
Iowa Legal Aid (ILA)	19	22
United States HUD	16	25
Warren County Housing Authority	22	19
Iowa International Center (IIC)	3	38
Iowa Department of Public Health	16	25

Q8 WOULD YOU FIND IT HELPFUL OR BENEFICIAL FOR THERE TO BE TRAININGS OR EVENTS THAT RUNS THROUGH TENANT AND LANDLORD RIGHTS, PROPERTY MAINTENANCE CODES AND OTHER RELEVANT AREAS?

ANSWERED: 41 SKIPPED: 0

Response	Count	%
Yes	28	68.2
No	13	31.7

Q9 HOW SATISFIED ARE YOU WITH YOUR CURRENT RENTAL UNIT MANAGEMENT?

ANSWERED: 41 SKIPPED: 0

- *Satisfied (5 responses)*
- *Not satisfied at all (5 responses)*
- *Fine*
- *Could use improvement on property. They do fix things when needing fixed inside unit*
- *Don't see them often*
- *I haven't had any issues arise with the management, but if I did they would resolve it. If any issue was not resolved in a reasonable time, I would probably go to the city to see who to contact about the issue*
- *I'm not satisfied with our management. As long as I have lived here, I have been told to call an electrician when I have a problem. My lights in the kitchen still don't work right. I keep blowing lights. I have given up on that. I had to call the appliance person to fix my stove. My stove still doesn't work correctly. The appliance man said that he has to special order parts because it is so old. He needs to put in a new one. I also have given up on that.*

Full Survey Results Cont.

TENANTS

There was 2 new tenants that moved in within the last 3 months and he didn't give them a mailbox key. One of them said that he didn't think she needed a key. I was stopping the mailman and getting their mail for them. I asked the mailman one day who to see about getting keys, he said our management. They had not been told about it. I told our management they need keys and all he said was that it costs money to have them made. I told him that he needs to get it taken care of because I don't work for the post office. I was doing it out of the kindness of my heart. The security doors have been fixed several times in the last year or 2. The electrician said it was in the wiring in the apartments. I could go on and on but I think you get the picture

- *Very satisfied. Our landlord/management company is very understanding and easy to work with. They answer all maintenance issues within a timely manner, even during "off" hours and holidays. They are very easy to communicate with and make everything very simple*

- *I am somewhat satisfied. Though I renewed my lease in June, I still haven't received a copy of it back, signed by my rental manager. The management with my current rental is lackluster at best*
- *Not at all satisfied. Kading properties are bullies*
- *I am satisfied, just wish rental prices were lower*
- *They are passable. I've lived in this apartment complex, and another that is managed by the same company, for over 13 years (though this company didn't buy it till about 8 years ago). They aren't always right on top of maintenance issues. And the landscape companies they hire don't do the best at snow removal or things like trimming weeds out of sidewalk cracks. Or even cleaning up after themselves after they trim bushes or mow the lawn. And, since they only trim exterior bushes once a year, including trees growing in them, I have had to do that myself this year. Since the last two years, a bushy tree growing up in one outside my apartment has overgrown the sidewalk so much that you have to walk in the grass, to get around it, by*

the time they get to trimming it (despite asking multiple times about when they were going to trim them). And there are quite a few ash trees dying on these properties. One is pretty far gone, that is pretty near my apartment. So it has me worried that they won't have it cut down before it falls down, taking out part of my apartment, or power lines, or something (some of that may be nitpicking). But they keep the apartments pretty clean (at least the units, on move in). And decent places to live, for the most part. But I believe they are actually working on selling these properties too, though they haven't told us directly. I've heard it from other tenants.

- *I am very content where I live. He mostly leaves us alone when we keep our outside area is cleaned.*
- *They don't listen to the tenant*
- *The apartment is big but the kitchen cabinets are terrible, so we covered the shelves with poster board and the stove is 46 years old and the burners are not working right, the bathroom has stained fixtures... The manager is next door to us and has dog poop in her grassy area as well as cigarette butts... The whole area is trashy and when*

Full Survey Results Cont.

TENANTS

they mow it just cuts down the weeds... I guess you get what you pay for but whoever owns this property doesn't care about the tenants as they would not let it get this trashy... We have a years lease so hopefully we can get out in 9 more months!

- *Unhappy. It is none existing it seems like*
- *Very unprofessional with her communication*
- *The manager seems to do just what she has to do and takes no responsibility for problems*
- *Not at all but I used to be*
- *I got stuck in a run down apartment, am disabled and people keep taking my parking spot as you have to take what you can get... Manager doesn't care what happens as owners obviously just want the money!*
- *Somewhat satisfied, there were lights inside that haven't been fixed and a towel rod fell off because it was glued to the wall*
- *0 - Not happy*
- *Satisfied, however I have a*

maintenance order a couple months old that hasn't been completed

- *I love my landlord, he is fair and tries his best to get things fixed or done as soon as he can*
- *I am currently in a lawsuit against my manager*
- *Not satisfied at all. A lot of tenants have complained to BBB and the Corporate Office for Foxwood about her and nothing has yet to be done*
- *My current landlord is good but we have only been here two months. All the questions were answered with my previous rental in mind*
- *Landlord that we originally rented from rarely followed through with completing tasks as promised. Many maintenance issues needed when we moved in, still have yet to be done, it's been over a year since we moved in*
- *I enjoy my rental management I got lucky with the one I have, but protections need put into place for safety as well as better and more spaces to rent*
- *Very good management*

Q10 HOW SATISFIED ARE YOU WITH THE QUALITY OF YOUR CURRENT RENTAL HOME?

ANSWERED: 41 SKIPPED: 0

- *Satisfied (8 responses)*
- *Not satisfied at all (5 responses)*
- *Satisfied—As a rental goes vs home ownership*
- *Not of the building*
- *satisfied. Hoping new owner fixes maintenance issues right away after gaining possession*
- *It's ok. It's low income apartments, so there are no bells or whistles (not even central air or furnaces in these. Just baseboard heat, and air conditioners we tenants have to supply for ourselves. At least us in one bedrooms. The efficiency apartments have installed air conditioners). And they aren't very well insulated, or shaded, so my AC has a hard time trying to keep up with the heat. But I have my own private entrance, and little are outside I can plant flowers (and a little patio a past resident put in). So it's nicer than the contained buildings with smelly hallways. Where you can smell everything your neighbors cook, or*

Full Survey Results Cont.

TENANTS

anything else that smells

- *Unhappy. It's what the kids would call a trap house, meaning the whole place is full of drugs and or needs condemned*
- *The quality of our rental home is fantastic*
- *I'm satisfied somewhat. Roaches have been an issue lately, my exhaust fan in the kitchen doesn't work and my bathroom one is going out. There are many things that need to be fixed, but its not always a dire situation*
- *It's trash. Mold, rotting floors, water leaks*
- *We have an apartment so I guess this question doesn't fit our situation*
- *Just heard the rent will go up if we stay past one year... Penalty for late rent went up and then we found out the rent will go up... Manager could care less if we know what is going on!*
- *Somewhat, aside from the rear exterior stairs, the lights that are inoperative and the towel rack, everything else is fine*
- *I am not satisfied. The complex I live in lacks any amenities, is completely out*

dated and was poorly built

- *So-so. Landlord won't keep up on needed repairs and typical wear and tear. They won't even come paint the inside unless we paint it ourselves or if WE hire someone to do it.*
- *It's affordable and safe*
- *It was great before Brad Cowger owned it*
- *I am somewhat satisfied although there are issues that need to be addressed but the majority of my rental property is satisfactory*
- *It has been leaking water for 2 days—not very satisfied*
- *Extremely satisfied. Our units are very goof quality and there are safety items (fire extinguisher, appropriate amount of smoke alarms/carbon monoxide detectors, etc.) in our home. Our landlord provides lawn care and we do our own snow removal. Our landlord also has a pest inspection company come around every quarter to make sure there are no issues and if there are to take care of them*
- *Once I fix things in here, I will be satisfied. I moved here March of 2008. The place wasn't cleaned, the*

carpets were dirty, carpet was the original when this place was built, the paint was so thin you could see the seams of sheet rock and the metal framing of the kitchen door was visible. I got shocked every time I touched it in the winter. This is the longest I have lived in one place in all of my adult life. I love the area and I am tired of moving. That's why I stay here and try to tolerate management

- *It is ok*
- *Satisfied, it is a rental. We have everything we need*
- *Exterior of building needs work. Windows need replaced, screens added, gutters fixed, etc.*
- *Satisfied with current, dissatisfied with previous*
- *They all could be better*
- *We want to move ASAP. 2 years here has been overkill for a place like this. It's turned into one of the Ghettos of Indianola*
- *It's good, but could use some updates especially with insulation*
- *It is fair quality. Heavy smoking neighbors have made our floor of the building stink. Also the unique floor plan of the apartment prevents cool air*

Full Survey Results Cont.

TENANTS

from air conditioner in living room to travel to the bedroom. It has very uneven cooling

Q11 ARE THERE ANY ADDITIONAL COMMENTS/INPUT YOU WOULD LIKE TO LEAVE?

ANSWERED: 41 SKIPPED: 0

- No (4 responses)
- We rent a house and there are not any issues or concerns
- There are many rental houses/apartments in this city that are in need of repairs and to be up to code. My apartment has windows that won't open
- I believe this city needs to provide more rent to own opportunities
- Housing on the square needs more parking and better maintenance
- Not sure who is our landlord at the moment, as property is in sale process
- Homes should be sprayed for pest control
- I feel like implementing an inspection is an inconvenience for a lot of people. They would need to either take off work to be home when the inspection takes place, or trust that strangers will leave their home as it was found
- I need a lawyer to fight my landlord ASAP
- We moved from out of state and the apartment is not what was shown in photos
- Sunset Terrace takes care of any issues (wear and tear, etc.) promptly. More parking is needed off street
- I honestly wish I have not rented here at this apartment building but had no choice as it was all I could afford
- The rear wooden staircase is not built properly and one of the main support beams is not even attached
- Just hope you guys fix the meth den on Hwy 92 trailer park...
- Do not rent from Brad Cowger properties
- Live at Kading Properties, they bullied my (high risk) pregnant wife and I out of our townhouse and their properties are not well kept at all. We dealt with kids and adults breaking in to cars and they refused to help
- There aren't enough rental housing options for lower fixed income residents
- The manager at Foxwood Apartments is very rude, is discriminatory, does not follow Iowa laws well for managing apartment complexes and subtly harasses tenants
- I rented site unseen due to moving from another state and the apartment was not like the photos but we needed a place to live and only had so much money so forced to take what we have!
- Rentals need to be cheaper. There is no reason to charge \$1,300 for a 2 bedroom rental that is worth \$400 a month
- We have had multiple issues with our landlord. Says they screen tenants. They don't! We have had numerous bad people in the units form sex offenders to drugs and such in the units. Doesn't feel safe around here at times. We have a couple of neighbors who have the police out here numerous times. Also, we have no privacy. Also having problems with repairs and repainting. Been here 11 years and they say that we will have to hire a painter and pay for it ourselves We have never had our unit painted since we have been here
- The staff was almost always rude when

Full Survey Results Cont.

TENANTS

I called and they were quick to inform me of a complaint but when I complained about neighbors it was shrugged off

- *Little scared, anytime the government gets involved, it usually makes things worse and expensive*
- *Kading Properties should be the ONLY one check out due to poor management and maintenance*
- *I do not know the landlord but the manager of my building will do what ever it takes to save money. When we tell him something needs to be fixed, it takes him forever to get it done. Then when you ask him when things are going to get fixed, he will act like he was never told. If we contact the maintenance about anything because we are tired of waiting on management, we get scolded by management*
- *Handicapped parking signs in private apartment parking lots need discussed at the meeting. Will the City of Indianola follow and enforce the Fair Housing Authority Guidelines? Does the City Code cover the red alarm box*

in the hallways? Will this red box be connected to Fire?

- *My current landlord is wonderful. However, my past landlord in Indianola was absolutely awful (Kading Properties). While I do not feel that my current dwelling requires ongoing inspections due to the landlords ongoing services, I do feel that my past landlord could really use inspections and a complaint process that is outside of their company as they find ways to humiliate, retaliate and bully renters*
- *I would like to know what is meant by frequent inspections, and what kind of inspection. I live in an apartment complex that is HUD funded (and have for several years), so I already deal with multiple inspections in most years. But they don't always result in issues being fixed. But it's also a hassle, and increases my anxiety when I don't know what they are for. I have chronic illnesses and it's hard for me to keep my place presentable. Even with plenty of notice, my apartment still won't be as tidy as I would like (and, especially from jerks that have come through in the past, I*

always get anxious that they will be judging my housekeeping). So if you could be more specific in what is involved in the whole process, that would be great

- *In my current rental situation, I deal with a property manager that would rather put lipstick on a pig then resolve actual issues. It is very frustrating, especially since at one time, I was a homeowner and I understand what needs to be done in order to maintain a property*
- *My landlord was supposed to have a shed for me. It has never happened and I've lived here almost 2 years. My oven quit and no replacement and too many drugs and dealers around too. The trailer needs work and falling apart*

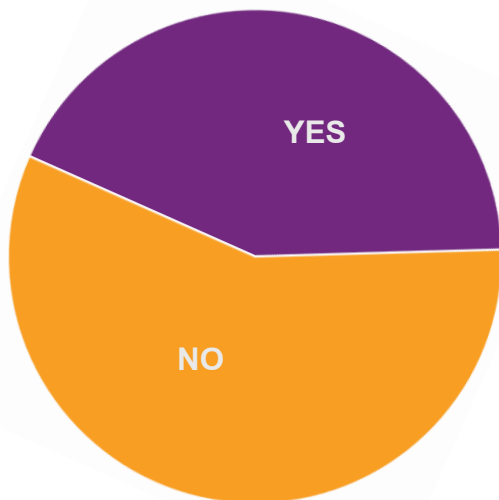
Full Survey Results Cont.

A total of twenty-eight (28) responses were received from members of the general public.

Q1 HAVE YOU LIVED IN RENTAL HOUSING WITHIN THE CITY OF INDIANOLA PREVIOUSLY?

ANSWERED: 28 SKIPPED: 0

Responses	Count	%
Yes	12	42.9
No	16	57.1



MEMBERS OF THE GENERAL PUBLIC

Q2 HOW WOULD YOU RATE THE FOLLOWING ON A SCALE OF 0-5? (SHOWN IN AVERAGES)

Q.2.1 OVERALL RENTAL HOUSING QUALITY WITHIN THE CITY OF INDIANOLA



Q.2.2 CITY OF INDIANOLA RENTAL MARKET



Q.2.3 RENTAL PROPERTIES PROXIMITY TO GOODS AND SERVICES



Q.2.4 MAINTENANCE OF RENTAL PROPERTIES WITHIN THE CITY



Q.2.5 MANAGEMENT OF RENTAL PROPERTIES



Q3 WHAT CODES COULD BE ADDED TO THE CITY RENTAL HOUSING CODE THAT WOULD IMPROVE THE OVERALL QUALITY OF RENTAL HOUSING IN THE CITY OF INDIANOLA?

ANSWERED: 28 SKIPPED: 0

- Maintenance
- Repair, painting, and maintenance plus cut down dead and dying trees and mow yard
- None (2 responses)
- Rental properties must be maintained where tenants are not allowed to "store" their belongings outside the rental property propped up against the building. Limit the number of cars per property. Commitment to rental inspections as well as follow through for issues not complying with the code
- Inspections, fines, enforcement
- Must have an annual inspection
- On site managers for complexes with more than a couple rental units, on site parking in addition to driveways regardless of size, playground requirements for large complexes/ development areas, green space requirements, fence requirements for

Full Survey Results Cont.

neighbor properties in addition to landscaping requirements between adjacent properties, and dog park requirements for over 2 rental units

- *Limit of cars per tenant although that should be for everyone, enforcement of junk in yards, all landlords no matter the number of units need to adhere to the code*
- *International Property Maintenance Code*
- *Exterior upkeep such as free of weeds, loose trash, and adequate private parking*
- *Mind your own business and let free market run the bad landlords out. If someone doesn't want to rent from a slum lord, it is a free country and they can move. City governments make themselves "sanctuary cities" from all other types of laws. Cost to the city and inefficiency of all government makes adding any agency or department ridiculous*
- *Fire and smoke alarms*
- *Preventative maintenance—periodical painting, replacing carpets and floors,*

appliances, taking care of hallways & stairs, and common areas

- *Must have parking limit, number of cars and have play areas for children*
- *Limit number of units to owners who live more than 59 miles from Indianola*
- *Codes requiring higher efficiency, especially given the high rate of negotiated municipal utilities in Indianola. We would want to encourage energy savings, and make us a greener environment as a city (For example, setting a higher insulation, HVAC, and window efficiency rating)*
- *Proper notification on rent increases; keep rent rates at a rate for our size of town; keep properties up and maintain properties if things need fixed in a timely fashion*
- *Better management*
- *Requiring onsite property manager of any multifamily housing development of over 20 units would help ensure the property is being maintained and the tenants have a point person on site to quickly address issues. Being*

MEMBERS OF THE GENERAL PUBLIC

surrounded by multifamily housing, we see the impact of not having one vs the benefits of having one. The complex that has one is neat and maintained, whereas the other two are not as much

- *Management does not keep up on apartments. The one on Hwy 92 and South D is a mess. The management would not fix issues and keep up appearances. I had a friend live there and it was a mess and still is a eyesore*
- *Frequency of inspections. Beautification subsidies*
- *More low income housing options*
- *Regular annual inspections, formal complaint process, consolidated site with listing of all rental properties & owners/managers*
- *I am not an expert on what can be enforced, but the conditions of the mobile home parks are terrible. Some code that would require the parks to keep the trailers in better condition*
- *Handicap accessible properties are difficult to find in town*
- *Yearly inspections for all rental units and on site managers for rental*

Full Survey Results Cont.

properties

- *Maintenance, complaint-based inspections*
- *Safety first, but in the case of some, exteriors need to improve*

Q4 ARE THERE ANY COMMENTS/INPUT THAT YOU WOULD LIKE TO LEAVE REGARDING THE RESIDENTIAL RENTAL CODE?

ANSWERED: 28 SKIPPED: 0

- *No (3 responses)*
- *These codes are long overdo and much needed. Thank you!*
- *Make it tough*
- *Needed*
- *Must be enforced by the city*
- *Many dilapidated structures need to come down and land cleared. Clear clutter and debris hoarding that presents safety and health hazards and provides shelter to rodents. Clean up our city!*
- *Keep up on absent landlords so they are accountable*
- *Electrical, plumbing, mechanical work to be done by licensed contactors. Work needs to be inspected by*

certified inspectors

- *Hopefully management will be held responsible for repairs*
- *We need more affordable housing. Especially affordable housing that is not run down*
- *Requiring on-site management and yearly inspection of all rental properties, require off-street parking in addition to driveways for rentals, require privacy fencing and landscaping be*
- *Focus on maintenance of these properties and tenant satisfaction. Provide resources and trainings when able to for both landlords and tenants*
- *Need more affordable handicap accessible housing*
- *Our community needs vested property owners that are willing to be a positive factor to keep our community at it's best. Not allowing in those that see the community as an inexpensive way to reap financial gain with very little oversight & governance*
- *Make Indianola a sanctuary city. Keep government out of everyone's homes and lives and let people be*

MEMBERS OF THE GENERAL PUBLIC

free. Quit adding program and wasting our tax money

- *Maintenance code*
- *I think it's important that landlords are required to install and maintain smoke alarms in their units*
- *Slumlords around the city of Indianola have too much leeway*
- *Overall, property maintenance needs to be enforced*
- *Had to live 25 minute out of town because of the limited amount of options in my price range. There needs to be more options that are pet friendly and affordable*
- *It's great to see the City of Indianola taking this step of inspecting properties. Two years is a great first step, however I wonder if it should be annual*
- *Make sure landlords have proper rental certificates and properties are up to code*
- *Rates seem high for families that don't have a lot of money*
- *I think it's great, and should improve appearances*

Full Survey Results Cont.

A total of two (2) responses were received from realtors.

Q1 IN THE PAST THREE (3) YEARS, HAS DEMAND FOR RENTALS IN INDIANOLA INCREASED OR DECREASED?

ANSWERED: 2 SKIPPED: 0

Responses	Count	%
Increased	2	100
Decreased	0	0

Q2 HOW WOULD YOU RATE THE FOLLOWING ON A SCALE OF 0-5? (SHOWN AS AVERAGES)

Q.2.1 OVERALL RENTAL HOUSING QUALITY WITHIN THE CITY OF INDIANOLA



Q.2.2 CITY OF INDIANOLA RENTAL MARKET



Q.2.3 RENTAL PROPERTIES PROXIMITY TO GOODS AND SERVICES



Q.2.4 OVERALL CONDITION OF THE PROPERTIES YOU CURRENTLY ASSIST IN LEASING



Q3 WHAT CODES COULD BE ADDED TO THE CITY RENTAL HOUSING CODE THAT WOULD IMPROVE THE OVERALL QUALITY OF RENTAL HOUSING IN THE CITY OF INDIANOLA?

ANSWERED: 2 SKIPPED: 0

- Safety first (mold remediation, fire detectors, properly installed railings). Careful though, don't go overboard or the problem of not having enough homes for rent could get worse
- Codes that require properties to meet all safety codes in regards to electrical, sewer, and water

REALTORS

Q4 ARE THERE ANY COMMENTS/INPUT THAT YOU WOULD LIKE TO LEAVE REGARDING THE RESIDENTIAL RENTAL CODE?

ANSWERED: 1 SKIPPED: 1

- We need more family rental houses, not just duplexes and townhomes that are not large enough for families. The grounds need to be kept clean in these larger developments so it doesn't develop a stigma amongst the people of the town. Keep any code simple though

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF
INDIANOLA, IOWA CREATING REGULATIONS RELATED TO A
RESIDENTIAL RENTAL CODE AND MAKING CERTAIN RELATED
AMENDMENTS TO THE PROPERTY MAINTENANCE CODE**

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

Section 1. The following chapter and sections be and is hereby added by inserting the language as follows:

**CHAPTER 147
RESIDENTIAL RENTAL CODE**

- 147.01 PURPOSE.**
- 147.02 ADOPTION OF CODE.**
- 147.03 APPLICABILITY.**
- 147.04 DEFINITIONS.**
- 147.05 INTERPRETATION.**
- 147.06 CODE ENFORCEMENT OFFICER.**
- 147.07 REGISTRATION AND INSPECTION CERTIFICATION REQUIRED.**
- 147.08 INSPECTION PROCEDURES.**
- 147.09 MOBILE HOMES**
- 147.10 COMPLAINTS.**
- 147.11 REVOCATION AND SUSPENSION OF CERTIFICATES**
- 147.12 WITHHOLDING OR DENIAL OF CERTIFICATES**
- 147.13 VIOLATIONS AND PENALTIES**
- 147.14 FEES**
- 147.15 RENT COLLECTIONS**
- 147.16 APPEALS**
- 147.17 VARIANCES**
- 147.18 INJUNCTION; MANDAMUS**

147.01 TITLE AND STATEMENT OF PURPOSE

The ordinance codified in this chapter is entitled as the “Residential Rental Code”. The purpose of this chapter is to establish minimum regulations regarding the conditions and maintenance of rental properties, buildings, and structures. Standards outlined in Chapter 147 are to ensure that rental structures, buildings, and properties are safe, sanitary, and fit for occupation and use. Provisions with this chapter are to meet compliancy with Iowa Code 364.17 “*City Housing Codes*”. This ordinance may be cited as “The City of Indianola, Iowa Residential Rental Code”

147.02 ADOPTION OF CODE

For purposes of this Residential Rental Code, Chapter 154 Property Maintenance Code of the City of Indianola Code of Ordinances therein along with other provisions within this Chapter are adopted and shall be further be known as the City of Indianola Residential Rental Code.

147.03 APPLICABILITY

Provisions within this chapter shall be applicable to the maintenance, repair, equipment, use and occupancy of all residential rental buildings and accessory dwelling structures that are now in existence or hereafter constructed, habilitated, renovated, or converted to residential use within the corporate limits of the City of Indianola. Provisions within this chapter include, but are not limited to single-family dwellings, two-family dwellings, multi-family dwellings, mobile homes regulated under 562A of the Iowa Code, accessory dwelling units and/or rooming/sleeping units with the following exceptions:

- a) Single-family dwellings which are occupied by the owner
- b) Transient shelters, group homes and college dormitories subject to state licensing
- c) Hotels, motels, extended stay hotels and other similar uses subject to state licensing

Provisions within this chapter shall also be applicable to the land and common areas that provide services to individual owner-occupied units where said land and common area is under the ownership of someone other than that of said owner occupied unit, including, but not limited to, mobile home parks, horizontal property regimes pursuant to Iowa Code 499B, and multiple housing cooperatives pursuant to Iowa Code 499A.

147.04 DEFINITIONS

The following terms are defined for the purposes of Chapter 147:

1. "Designated Agent" means an individual that is designated by a landlord or property owner/manager to provide access onto a rental property or is otherwise the designated point of contact
2. "Dwelling Unit" means a single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation
3. "Group homes" means those dwelling units which provide for the care of a group of persons, such as but not limited to a nursing home or treatment facility that are subject to state licensing
4. "Inspection" means a review of a dwelling unit, building or structure for its compliance to adopted and relevant city codes
5. "Minor" means an individual under the age of 18
6. "Multi-family dwelling" means a building designed for or occupied exclusively by three or more families. This includes condominiums or individual dwelling units within the structure that are being rented or leased
7. "Owner" means any person who, alone or jointly or severally with others shall have legal title to any dwelling unit, with or without accompanying actual possession thereof; or shall have charge care or control of any dwelling or dwelling unit, as owner or agent of the owner, or as executor, administrator, trustee or guardian of the estate of the owner. Any such person thus

representing the actual owner shall be bound to comply with the provisions of this chapter to the same extent as if the representative were the owner

8. "Rental inspection certificate" means a certificate issued upon the inspection and certification of a dwelling unit and allows for that dwelling unit to be rented and occupied
9. "Single-family dwelling" means a building designed for or occupied exclusively by one family.
10. "Tenant/Occupant" means any individual residing in a rental dwelling unit or having possession of a space within a rental dwelling
11. "Transient shelters" means those units providing temporary or transitional residence for a period of thirty-one (31) days or less
12. "Two-family dwelling" means a building designed for or occupied exclusively by two families. This includes condominiums or individual dwelling units within the structure that are being rented or leased

147.05 INTERPRETATION

In their interpretation and application, the provisions of this chapter shall be held to minimum requirements, adopted for the promotion and protection of the public health, safety, morals, and general welfare. Wherever the requirements of this chapter are at variance with the requirements of any other lawfully adopted rules, regulations, ordinances, deed restrictions, or covenants, the most restrictive, or that imposing the higher standards, shall govern.

147.06 CODE ENFORCEMENT OFFICER

It shall be the duty of the code enforcement officer, or other officially delegated and/or appointed by the Director, who shall administer and enforce the provisions within this chapter and to conduct any required inspections or tests.

147.07 REGISTRATION AND INSPECTION CERTIFICATION REQUIRED

After the effective date hereof, no person shall rent, lease, let, operate, or otherwise allow the occupancy of any dwelling unit or any portion of any dwelling unit (including sleeping rooms) unless they hold a valid rental inspection certificate.

- a) Issuance: Following the submission of a rental registration application, on forms provided by the City of Indianola Community Development Department, and review of the residential unit for compliance with the provisions within this chapter, the Community Development Department shall issue a rental certificate to the owner and/or agent. No certificate shall be issued until all inspections, registration and other fees have been passed, completed, and paid.
- b) Owner and/or Agent Information Required: Owners of residential rental properties in the City, who reside in Warren County or any county contiguous thereto, shall provide the Community Development Department with their contact information including but not limited to:
 - a) Mailing addresses
 - b) Telephone numbers

- c) Fax numbers; and
- d) E-mail addresses

Owners of residential rental properties in the City who reside in any area other than described above, shall provide the department with the contact information of an individual over the age of eighteen (18) who shall reside in Warren County or any county contiguous thereto, and who shall be designated as agent for scheduling inspections, receiving notice, and service of process.

- c) Rental Inspection Certificate: Certificates shall be readily available for examination by prospective tenants, tenants, and the Code Enforcement Officer at all times.
- d) Certificate Duration and Validation: Certificate shall expire at the end of two (2) years following its date of issuance, or from the listed expiration date, unless suspended or revoked as hereinafter provided.
- e) Certificate Renewal: Certificates shall be revoked if not renewed within thirty (30) days from the date of expiration. Renewal shall include an inspection of rental property for compliance to provisions within this chapter.
- f) Transfer of Ownership: A notice to the Community Development Department is required from the owner within ninety-six (96) hours after a rental property is sold, transferred, conveyed, or otherwise disposed of ownership, interest, or control. Notices shall include the name and address of the person succeeding to the ownership and control thereof. Certificates are transferable as long as the succeeding property owner re-registers the rental property under their name and contact information. The succeeding property owner will have thirty (30) days to re-register said property at no cost. If the succeeding property owner fails to re-register the rental property within thirty (30) days, rental certification shall be revoked or suspended.
- g) New Units: New construction projects, which have received final inspection approval and have been issued a Certificate of Occupancy, need not complete an inspection for a period of two (2) years from the issue date but shall register their property and provide their contact information to the City in order to be compliant with provisions in this chapter.
- h) The Code Enforcement Officer may issue a rental housing certificate for dwelling units inspected yearly pursuant to the Uniform Physical Conditions Standards (UPCS) as established by the Department of Housing and Urban Development (HUD) if the property owner/agent submits a valid inspection report from HUD.

147.08 INSPECTION PROCEDURES

The owner and/or agent shall schedule an inspection to be conducted by the Community Development Department to ensure compliance with the requirements of this chapter.

- a) Appointments: Appointments for inspections shall be scheduled by the applicant through the City during regular business hours and shall provide at minimum one (1) business day notice. The City may request for the appointment to be rescheduled. The owner and/or agent shall be required to arrange for access to all portions of the building. Failure to provide access to all portions of the building shall prevent the issuance of a rental certificate and

thus compliance with the law. The owner and/or agent shall notify all tenants of the inspection in accordance with Chapter 562A, *Uniform Residential Landlord and Tenant Law*, of the Code of Iowa. Failure to notify tenants shall result in reinspection.

- b) Inspection Schedule: The Community Development Department shall seek to inspect every residential rental dwelling within the corporate limits of the City of Indianola every two (2) years. As part of the inspection process, the City may determine to extend or shorten the timeframe to the next scheduled inspection. Factors that may influence the City to inspect more or less frequently include, but are not limited to the following:

- a) Age and condition of dwelling
- b) Inspection history
- c) Tenant/management complaints
- d) Natural disasters such as flooding
- e) Timely inspection scheduling, follow-up, and fee payment by the owner
- f) In-house inspection and maintenance program by the owner that includes specific life/safety provisions

It shall be the responsibility of the owner and/or agent to ensure that their rental properties have a valid rental inspection certificate. The City may schedule inspection appointments with the owner and/or agent of the property by regular mail and/or email, a minimum of thirty (30) days in advance of the inspection. It shall be the owner and/or agent's responsibility to notify all tenants of the inspection date and time, in accordance with Iowa law.

- c) Inspections shall not be conducted under the following circumstances and shall result in a reinspection:

- a) When a minor is serving on the behalf of the owner and/or agent
- b) When the inspection is against the will of the tenant without the building owner and/or agent present
- c) When no prior notice is given to the tenant, as is required by state law
- d) Without either the owner and/or agent, tenant of the dwelling, or the designated agent being present

- d) Administrative Search Warrants: When under any section of this code it is necessary to enter in or upon any building, structure, land or other premises for inspection purposed or when there is reasonable cause to believe there exists in, at or upon a building, structure, land or other premises within the jurisdiction of the city a violation of any section of this Code enacted under police powers related to health or safety and a city officer or employee is authorized to conduct inspections has attempted to gain entry to any building, structure, land or other premises for the purpose of such inspection and has been refused such entry, the council in the exercise of its home rule powers authorizes the city attorney or their designee to make an application for an administrative search warrant in the name and authority of the city as provided by law

147.09 MOBILE HOMES

Mobile homes shall be regulated and inspected in accordance with the following classifications:

- a) The class of mobile homes denoted as manufactured homes, as defined in 42 USC 5402(6), shall bear a data plate, serial number and certification label as required by Manufactured Home Construction and Safety Standards, Department of Housing and Urban Development (1985) sections 3280.5, 3280.6 and 3280.8, or shall meet the requirements of section 3280.7.
- b) Mobile homes manufactured from March 1973 through May 1976 shall bear the seal of the state.
- c) Mobile homes manufactured prior to March 1973 shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.
- d) All other mobile homes not included in the classifications in sections (1) through (3) of this section shall be inspected for general conformity with the Manufactured Home Construction and Safety Standards cited in this section as such standards govern fire safety, plumbing, mechanical and electrical systems, and general construction.
- e) A mobile home showing no evidence of modification and generally well-maintained as set forth in this article, shall be issued an inspection certificate in the same manner as any other dwelling unit subject to this article.

147.10 COMPLAINTS

Unless there are significant health, safety, or general welfare issues, a tenant shall first file a written complaint to the owner or agent. Complaints shall be submitted in writing and if desired, tenants may use a written complaint form made available from the Community Development Department.

- a) An owner or agent shall seven (7) days to address the complaint.
- b) If the complaint is not remedied to the tenant's satisfaction within seven (7) days of receiving said complaint, or if the complaint is of a significant health, safety, or general welfare issue, the Code Enforcement Officer shall schedule an inspection with the tenant and owner.
- c) No person shall pursue an action for eviction in retaliation for a complaint.
- d) No person shall cause any service, facility, equipment or utility required under this chapter to be removed, shut off, or discontinued in retaliation for a complaint

147.11 REVOCATION AND SUSPENSION OF CERTIFICATES

Any rental inspection certificate may be summarily revoked and/or suspended by the Code Enforcement Officer upon the review of a notice of violation of any provision of this chapter or upon any outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Indianola

147.12 WITHHOLDING OR DENIAL OF CERTIFICATES

Any rental inspection certificate may be withheld or denied by the Community Development Department if an owner has outstanding fees, fines, or violations on any rental properties and/or units under the jurisdiction of the City of Indianola

147.13 VIOLATIONS AND PENALTIES

Any person who fails to comply with any provisions of this chapter or other applicable code or regulation shall be subject to a fine as set forth in Chapter 4. In the instance that a rental property fails to meet the requirements within this chapter, The Community Development Department may issue an order requiring for the property owner or agent to correct violations within a reasonable amount of time.

Whenever the City determines that a violation of this chapter exists, the City shall give notice of the violation. The notice shall be in writing and shall describe with reasonable detail the violation(s) to allow the property owner to correct said violation(s)

147.14 FEES

All fees due to the City for registration, and/or rental housing certificates, as determined by City Council resolution, shall be collected in prior to issuance of a certificate.

147.15 RENT COLLECTIONS

Rent shall not be recoverable by the owner or lessor of any dwelling unit which does not comply with the provisions of this chapter for any period of occupancy which commences on or after the date that the City gives notice to the owner and tenant of the provisions of this section. Rent shall not thereupon be recoverable by the owner of such dwelling unit until the City gives written notice to the owner and tenant that such dwelling unit has been issued a valid inspection certificate as required by this chapter

147.16 APPEALS

Appeals to the Board of Adjustment concerning interpretation or administration of this chapter may be taken by any person aggrieved or by any officer or bureau of the governing body of the City affected by any decision of the Administrative Officer. Such appeals shall be taken within a reasonable time, not exceeding 60 days, by filing with the Administrative Officer and with the Board of Adjustment a notice of appeal specifying the grounds thereof. The Administrative Officer shall forthwith transmit to the Board all papers constituting the record upon which the action appeal from was taken. The Board of Adjustment shall fix a reasonable time for the hearing of appeal, give public notice thereof as well as due notice to the parties in interest, and decide the same within a reasonable time. At the hearing any party may appear in person or by agent or attorney. A fee as set by the Resolution of the City Council shall be paid to the Administrative Officer at the time the notice of appeals is filed.

147.18 VARIANCES

Where the strict application of standards or requirements established by this chapter would cause substantial hardship or impose unreasonable restrictions in establishing a rental housing unit because of natural or physical conditions or limitations not created by the owner, agent or developer, the property owner may apply for a variance to the standards or requirements established in this chapter. The Community Development Department may create a recommendation for approval and the Board of Adjustment may grant such variances from

these standards or requirements as may be necessary to permit the reasonable certification of a rental property and/or unit while preserving the intent of this chapter.

147.19 INJUNCTION; MANDAMUS

If rent on any residential building or structure or sleeping unit is being collected of which is not lawfully or legally certified or licensed to do so, the City may, in addition to other remedies, institute injunction, mandamus, or other appropriate lawful action necessary to prevent, correct, or abate such violation.

Section 2. The following sections be and is hereby amended by adding the underlined language as follows:

154.02 AMENDMENTS, MODIFICATIONS, ADDITIONS AND DELETIONS.

The following sections of the *International Property Maintenance Code*, 2018 edition, as published by the International Code Council, are hereby revised:

1. Section 101.1. Insert: City of Indianola, Iowa
2. Delete Code Section: IMPC103.5. Replace with the following language:
103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be found in the Fee Schedule adopted annually by resolution of the City Council.
3. Delete Code Section: IMPC112.4. Replace with the following language:
112.4 Failure to comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable to a fine as outlined in Chapter 4.

4. Insert Definition into Section 202. Add the following language:

STORED MATERIALS. Includes a supply of materials such as firewood, maintenance equipment, and construction items and is intended for future usage

5. Add Code Section 301.4. Insert the following language:

Section 301.4 Mold, Dampness and Moisture. Interior and exterior surfaces and coverings shall be free of visible mold or chronic/persistent excessive dampness and/or moisture

6. Add Code Section 301.5. Insert the following language:

Section 301.5 Methamphetamine. If it is determined that a dwelling unit or building has been previously used for methamphetamine manufacture or is currently being used to manufacture methamphetamine, the building shall be vacated until certified as safe by the Code Enforcement Officer.

4.7. Section 302.4. Insert:

Grass, weeds or brush on private property shall be cut, mowed and maintained so as not to exceed the following height specifications:

- A. Developed Areas – not to exceed eight inches.
- B. Undeveloped Areas – not to exceed 12 inches.
 - i. This section does not apply to grasses grown as agricultural crops on undeveloped property or to prairies, wetlands, or similar areas of naturalized perennial vegetation grasses growing on undeveloped property as determined by the City Council.
- C. All undeveloped properties adjacent to a developed property - not to exceed eight inches for a distance of 10 feet measured horizontally into the property from the property line.
- D. Grass, weeds or brush on undeveloped properties adjacent to the curb line or outer boundary of any street shall be cut, mowed and maintained so as not to exceed eight inches for a distance of 25 feet measured horizontally into the property from the property line.

5.8. Section 304.14. Insert: (from date) April 1 (to date) October 31

9. Add Code Section 304.18.4. Insert the following language:

Section 304.18.4 Building Security

- 1. Following each change in tenancy, and at the request of the new tenant, locking devices on dwelling unit entry doors shall be changed or rotated.
- 2. Primary egress doors in multi-family housing units shall be equipped to provide the occupant with a clear view of the area immediately outside of the door. This view may be provided by a one-way door viewer designed to provide a one hundred eighty (180) degree field of view. Such viewer shall not be mounted in excess of 60 inches.

10. Add Code Section 304.20. Insert the following language:

Section 304.20 Building Openings. If openings are identified that penetrate exterior walls, the opening shall be sealed with low-VOC caulk or closed-cell insulation

11. Add Code Section 305.7. Insert the following language:

Section 305.7 Lead Paint

- 1. Deteriorated paint or surfaces that are in need of resurfacing at a property built before 1978 shall be repaired in accordance with applicable state and federal renovation requirements. The underlying cause of deteriorated paint at a property built before 1978 shall be corrected.
- 2. If disturbance to a painted surface is proposed, methods including open-flame burning or operating a heat gun at a temperature of 1,100 degrees Fahrenheit power sanding, grinding, power planing, needle gun, abrasive blasting and sandblasting unless with a high-efficiency particulate air vacuum attachment, shall not be permitted. Dust clearance shall be performed at the conclusion of renovation work.

12. Add Code Section 305.8. Insert the following language:

Section 305.8 Asbestos. Asbestos containing material shall be in good repair, free from any defects and shall be maintained non-friable. Any renovation, demolition, or other activity that will disturb asbestos shall be performed by a certified asbestos professional.

13. Add Code Section 305.9. Insert the following language:

Section 305.9 Radon. A tenant/occupant may request a radon test prior to signing or renewing a lease. If a test is requested, the owner/designated agent shall allow for such test to be completed prior to execution or renewal of the lease. If a test has previously been performed in the last two (2) years, those results may be provided to the tenant in lieu of the requirement that the test be completed prior to execution or renewal of a lease.

14. Add Code Section 305.10. Insert the following language:

Section 305.10 Building Renovation and Maintenance

1. Any renovation that is completed must use building materials certified to meet the following formaldehyde maximum emission standards:
 - a. Hardwood with a never core, 0.05 ppm
 - b. Medium-density fiberboard, 0.11 ppm
 - c. Thin medium-density fiberboard, 0.13 ppm
 - d. Particleboard, 0.09 ppm
2. Building materials used in maintenance and renovations shall be certified as having no volatile organic chemicals (VOCs) or low-VOC emissions

15. Add Code Section 309.6 Insert the following language:

Section 309.6 Pest Elimination Methods. Pesticide usage shall be used in accordance with Integrated Pest Management (IPM) methods and shall use the least-toxic pesticide with demonstrated efficacy for the identified pest. Foggers and organic phosphates shall not be used to eliminate pest infestation unless approved by the Code Enforcement Officer.

16. Add Code Section 402.4. Insert the following language:

Section 402.4 Light Switches. Light switches that control ceiling or wall-type electric light fixtures shall be located conveniently for safe use within 12 inches.

17. Add Code Section 403.6. Insert the following language:

Section 403.6 Air Filters. Forced-air systems should have a clean air filter with minimum efficiency reporting value of eight (MERV-8) unless the system is not equipped to use one.

18. Add Code Section 403.7. Insert the following language:

Section 403.7 Exhaust Fans. Air exhausted from the bathroom, toilet room, kitchen, laundry, and basement shall not discharge near any intake on the building's exterior.

19. Add Code Section 403.8. Insert the following language:

Section 403.8 Separation. Walls, ceilings, and floors that separate a dwelling unit from neighboring units, corridors, chases, stairwells, and other openings shall be sealed to limit air exchanges between interior spaces.

20. Add Code Section 503.5. Insert the following language:

Section 503.5 Watertight Seal. Corners or edges where the water-resistant floor and wall materials meet each other, or the bathtub/shower shall have a watertight seal.

21. Add Code Section 601.3. Insert the following language:

Section 601.3 Facilities. If facilities for heating and ventilation control becomes inoperative, they shall be replaced by an alternative safe source within 48 hours after failure due to a mechanical problem or power failure other than a utility outage.

22. Add Code Section 601.4. Insert the following language:

Section 601.4 Equipment. Mechanical, utility and heating equipment shall be separated from habitable rooms. Equipment rooms in multi-family buildings shall be locked.

6-23. Section 602.3. Insert: (from date) September 15 (to date) May 15

7-24. Section 602.4. Insert: (from date) September 15 (to date) May 15

25. Add Code Section 602.6. Insert the following language:

Section 602.6 Protective Cover/Barrier. A protective cover/barrier shall be installed on and maintained for exposed surfaces in dwellings with heating appliance/equipment utilizing steam or hot water with a temperature of 110 degrees or greater.

26. Add Code Section 602.7. Insert the following language:

Section 602.7 Wood Stoves. A wood stove manufactured after June 1988 shall contain a manufacturer's label certifying compliance with the emission standard at 40 C.F.R 60-part AAA and shall provide a heat shield which provides clearance between combustible materials and the stove.

27. Add Code Section 702.5. Insert the following language:

Section 702.5 Fire Safety Requirements

1. Egress shall lead outside without passing through another dwelling unit.
2. Every multi-family dwelling unit shall have at minimum two means of egress that serve as emergency escapes and rescue openings.
3. Stored materials shall be six inches above the ground, at least six inches away from the wall and shall not block egress

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provision of this Ordinance are hereby repealed.

Section 4. 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:

Date: November 15, 2021

Subject: Second consideration of an Ordinance regarding a request from JK Management LLC for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lots 15 and 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

Recommendation: Roll call is in order.

Attachments: 1. JK Management Alley Vacation

ORDINANCE NO. 2021 - _____

AN ORDINANCE VACATING A PORTION OF THE NORTH/SOUTH ALLEY THAT LIES WEST OF LOTS 15 AND 16 OF THE PLAT OF JONES AND WINDLES ADDITION TO INDIANOLA, WARREN COUNTY, IOWA.

WHEREAS, on the 1st day of November, 2021, pursuant to published notice as required by law, the City Council of the City of Indianola, Iowa held a public hearing on a proposal to vacate a portion of real estate owned by the City generally described as an alley and more specifically described as:

The portion of the north/south alley that lies west of Lots 15 and 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa; and

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that the vacation will not deny owners of property abutting on the alley reasonable access to their property and the alley is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified.

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

Section 1. The City of Indianola, Iowa, hereby vacates the following described real estate:

The portion of the north/south alley that lies west of Lots 15 and 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

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

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

PASSED AND APPROVED this ____ day of _____, 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: Charlie Dissell, Community and Economic Development Director

Date: November 15, 2021

Subject: Resolution approving the final plat for Warren Wonder Estates, located within two-miles of the City of Indianola.

Introduction:

Background: The request is for final plat approval of a 15-lot residential subdivision, located within two-miles of the City of Indianola. Elevate Indianola, the City's Comprehensive Plan, visions this area as agricultural and does not include it inside a growth priority area. As this ground is not in a growth area for the City, a preliminary plat is not required.

Discussion:

Budget Impact:

Recommendation: At its meeting on November 10, 2021, the City of Indianola Planning and Zoning Commission reviewed this application and recommended the final plat be approved.

Attachments:

1. Staff Report_Warren Wonder
2. Application
3. Final Plat
4. RESOLUTION



Community Development

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515-961-9430 • comdev@indianolaiowa.gov

Staff Report

Planning and Zoning Commission

Date of Meeting: November 9, 2021

Agenda Item: 7. A. Consider recommendation on request for approval of a Final Plat for Warren Wonder Estates, located within two miles of the City of Indianola.

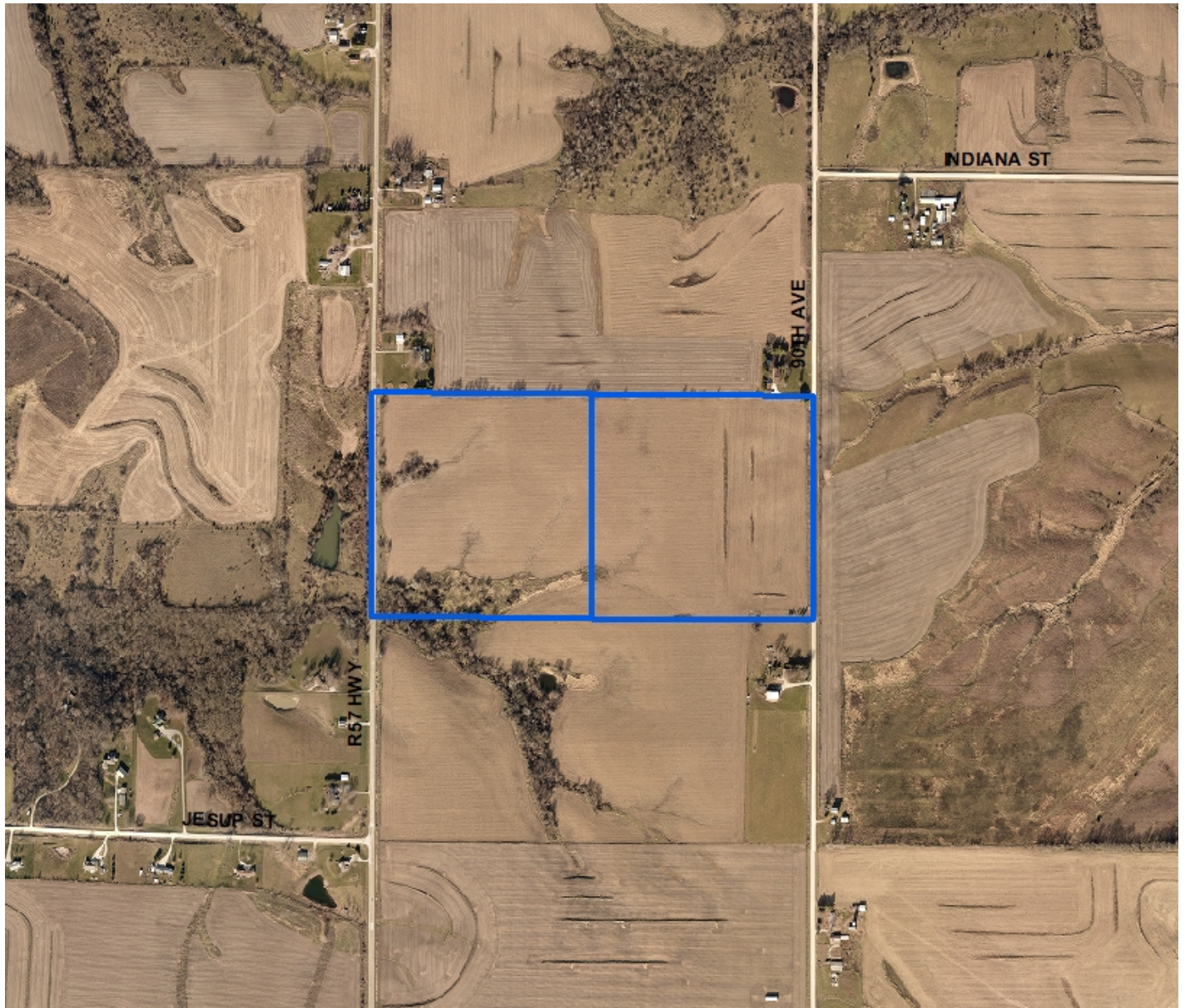
Application Type: Final Subdivision Plat

Applicant: Larry Hughes

Comprehensive Plan Designation: Agriculture

Application Summary: Request for final plat approval of a 15-lot residential subdivision

AERIAL MAP



APPLICABLE CODE SECTIONS

The following sections of the Code of Ordinances of Indianola, Iowa apply to this request:

170.06 FINAL PLATTING PROCEDURE.

1. A final plat shall be submitted within six (6) months of the approval of the preliminary plat, or such approval shall expire and the preliminary plat shall be resubmitted for approval prior to the preparation of a final plat.
2. Procedures for final plats shall be the same as set out for preliminary plats in Section 170.05 above.
3. Upon approval of the final plat, a certification of approval signed by the Mayor and attested by the Clerk shall be affixed to the original tracing of the final plat and copies of the same filed with the Clerk, County Auditor and County Recorder, along with such other certifications and instruments as may be required by law.
4. Final platting of townhome lots and as built surveys shall be completed and recorded prior to occupancy of the units.

170.10 FINAL PLAT REQUIREMENTS. The final plat shall meet the following specifications:

1. It may include all or only part of the preliminary plat.
2. The plat shall be drawn to the scale of fifty (50) feet to one (1) inch, provided that if the resulting drawing would be over thirty-six (36) inches in its shortest dimension, a scale of one hundred (100) feet to one (1) inch may be used. An electronic file is required to be filed prior to Planning and Zoning action with the Clerk.
3. The final plat shall contain the following:
 - A. Accurate boundary lines, with dimensions and angles, which provide a survey of the tract, closing with an error of not more than one (1) foot in three thousand (3,000) feet.
 - B. Accurate references to known or permanent monuments, giving the bearing and distance from some corner of a congressional division of the county of which the subdivision is a part.
 - C. Accurate locations of all existing and recorded streets intersecting the boundaries of the tract.
 - D. Accurate metes and bounds description of the boundary.
 - E. Street names.
 - F. Complete curve notes for all curves included in the plat.
 - G. Street right-of-way lines with accurate dimensions in feet and hundredths of feet with angles to right-of-way lines and lot lines.
 - H. Lot numbers and dimensions.
 - I. Accurate locations and descriptions of easements for utilities and any limitations on such easements.
 - J. Accurate dimensions for any property to be dedicated or reserved for public, semi-public or community use.
 - K. Building lines and dimensions.
 - L. The location, type, material and size of all monuments and markers.
 - M. The name of the subdivision.
 - N. The name and address of the owner and the subdivider.
 - O. North point, scale and date.
 - P. Certification by a registered land surveyor of the State of Iowa.
 - Q. Certification of dedication of streets, easements and other public property.
 - R. A resolution and certificate of approval by the Council for signatures of the Mayor and Clerk, stating that the plat, as described, has been acted upon and approved as required by Chapter 354, Code of Iowa, and that all dedications of streets easements and public lands have been accepted by the City.
 - S. Location and dimensions of sidewalks to be installed prior to the occupancy of a developed lot.

ANALYSIS

The request is for final plat approval of a 15-lot residential subdivision, located within two-miles of the City of Indianola. Elevate Indianola, the City's Comprehensive Plan, visions this area as agricultural and does not include it inside a growth priority area. As this ground is not in a growth area for the City, a preliminary plat is not required. Letters were mailed to property owners within 200 feet of this property on October 28, 2021.

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 final plat be approved, as submitted.
- 2) The City of Indianola Planning and Zoning Commission recommends the final plat be approved, with conditions.
- 3) The City of Indianola Planning and Zoning Commission recommends the final plat be denied.
- 4) The City of Indianola Planning and Zoning Commission remands final plat, 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

As this subdivision plat is not within the City and is outside a growth area, Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 1, recommending the final plat be approved.

PRELIMINARY PLAT-WARREN WONDER ESTATES

The N 1/2 of the SE 1/4 of Section 20, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, EXCEPT Parcels M,N,P,Q,R,S,T and U and more particularly described as follows:

Commencing at the NW corner of the N 1/2 SE 1/4 of said Section 20; thence S 89°29'58" E, along the North line thereof, a distance of 351.01' to a 1/2" Iron rod at the Point of Beginning; thence S 89°29'58" E, along said North line, a distance of 1928.79'; thence S 00°03'30" E, a distance of 1338.97'; thence N 89°35'28" W, along the South line of the N 1/2 SE 1/4 of said Section 20, a distance of 1785.98' to a 1/2" Iron rod; thence N 00°02'08" E a distance of 599.80' to a 1/2" Iron rod; thence N 89°29'58" W a distance of 498.02 to a 1/2" Iron rod; thence N 00°02'08" E a distance of 68.00'; thence S 89°29'58" E a distance of 351.01' to a 1/2" Iron rod; thence N 00°02'08" E a distance of 676.02' to the point of beginning.

Containing 57.923 acres. Subject to a 50.00' wide gas line easement located in the NW 1/4 SE 1/4 of said Section 20

OWNER/DEVELOPER:

Terra Tender, Inc.
PO Box 35
Norwalk, Ia 50211

SURVEYOR:

Boldman Surveying & Consulting
521 West Green St
Winterset, Ia 50273
(515)462-9242

ENGINEER:

Larsen Engineering Inc
1001 Office Park Rd Ste 120
West Des Moines, Ia 50265
(515)225-4377

Zoning:

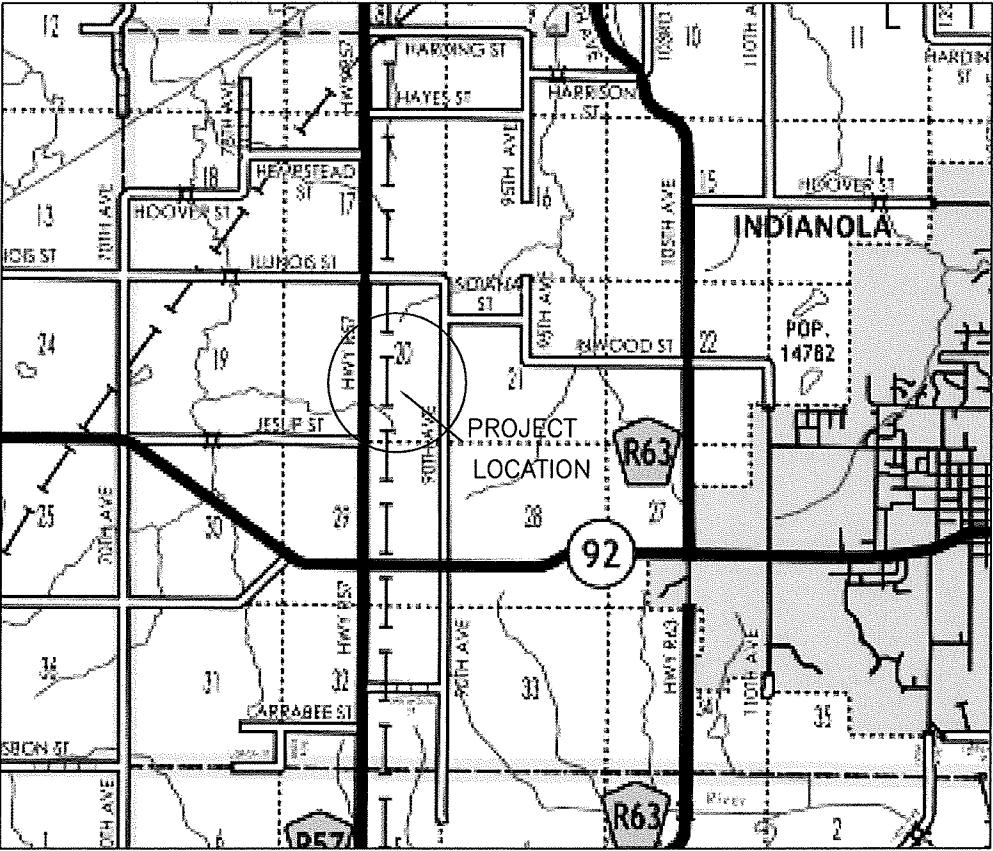
Rural Residential (RR-1)

Min Lot width -150'
Min Front yard-50' from existing right of way
Min Rear yard-50'
Min Side yard-15'

Utilities:

Water-Warren rural water
Gas-Propane
Sewer-Private septic
Electric-Mid American
Cable-Century Link

Project No: 20074



CONTOUR-INDEX	----
CONTOUR LINE	----
FENCE	==
EASEMENT	---
PROPERTY	---
1/2" IRON ROD SET	○
IRON ROD FOUND	●
PLSS CORNER SET	△
NOT SET	x
PLSS CORNER FOUND	▲
UTILITY POLE	⚡
CABLE BOX	⊠



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signature _____ Date _____

Name Craig S. Boldman P.L.S. No. 13427

Renewed date is December 31, 2022

Pages or sheets covered by this seal _____

PRELIMINARY PLAT-WARREN WONDER ESTATES

Bedwell Farms LLC
8044 G14 Hwy
Norwalk, Ia 50211

NW COR
NW 1/4 SE 1/4
20-76-24
FOUND NAIL IN
LEAD PLUG

Mark and Carolyn Harkin
10453 R57 Hwy
Indianola, Ia 50125

Ralph and Clair Brown
10116 Hwy R-57
Indianola, Ia 50125

Michael and Janis Gipple
10498 90th Ave
Indianola, Ia 50125

NE COR
N 1/2 SE 1/4
FOUND 1/2" IR W
RED CAP #17532

Harold and Mildred
10973 90th Ave
Indianola, Ia 50125

Bedwell Farms LLC
8044 G14 Hwy
Norwalk, Ia 50211

SW COR
NW 1/4 SE 1/4
20-76-24
FOUND 1/2" IR W
RED CAP #17532
IN P.C.C.

Robert and Pamela Smith
10832 R57 Hwy
Indianola, Ia 50125

Nicholas and Laci Sinn
10801 R57 Hwy
Indianola, Ia 50125

TS Investments LLC
2714 N. Jefferson Ave
Indianola, Ia 50125

Charles and Anne Johnston
10820 90th Ave
Indianola, Ia 50125

SE COR
N 1/2 SE 1/4
FOUND 1/2" IR W
RPC #17532

Harold and Mildred Amos
10973 90th Ave
Indianola, Ia 50125

LEGEND

1/2" IRON ROD SET
IRON ROD FOUND
PLSS CORNER SET
PLSS CORNER FOUND
NOT SET

EASEMENT
BOUNDARY LINE
SETBACK LINE

0' 100' 200' 300'

DATE	BY	REV	DESCRIPTION	DATE	BY	REV	DESCRIPTION
10/1/2011	TS	1	INITIAL PLAT	10/1/2011	TS	1	INITIAL PLAT
10/1/2011	TS	2	REVISION	10/1/2011	TS	2	REVISION
10/1/2011	TS	3	REVISION	10/1/2011	TS	3	REVISION
10/1/2011	TS	4	REVISION	10/1/2011	TS	4	REVISION
10/1/2011	TS	5	REVISION	10/1/2011	TS	5	REVISION
10/1/2011	TS	6	REVISION	10/1/2011	TS	6	REVISION
10/1/2011	TS	7	REVISION	10/1/2011	TS	7	REVISION
10/1/2011	TS	8	REVISION	10/1/2011	TS	8	REVISION
10/1/2011	TS	9	REVISION	10/1/2011	TS	9	REVISION
10/1/2011	TS	10	REVISION	10/1/2011	TS	10	REVISION

FINAL PLAT-WARREN WONDER ESTATES

The N 1/2 of the SE 1/4 of Section 20, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, EXCEPT Parcels M,N,P,Q,R,S,T and U and more particularly described as follows:

Commencing at the NW corner of the N 1/2 SE 1/4 of said Section 20; thence S 89°29'56" E, along the North line thereof, a distance of 351.01' to a 1/2" Iron rod at the Point of Beginning; thence S 89°29'56" E, along said North line, a distance of 1928.79'; thence S 00°03'30" E, a distance of 1338.97'; thence N 89°35'26" W, along the South line of the N 1/2 SE 1/4 of said Section 20, a distance of 1785.96' to a 1/2" Iron rod; thence N 00°02'08" E a distance of 599.80' to a 1/2" Iron rod; thence N 89°29'56" W a distance of 496.02' to a 1/2" Iron rod; thence N 00°02'08" E a distance of 68.00'; thence S 89°29'56" E a distance of 351.01' to a 1/2" Iron rod; thence N 00°02'08" E a distance of 676.02' to the point of beginning.

Containing 57.923 acres. Subject to a 50.00' wide gas line easement located in the NW 1/4 SE 1/4 of said Section 20

Bedwell Farms LLC
8044 G14 Hwy
Norwalk, Ia 50211

OWNER/DEVELOPER:

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SURVEYOR:

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Winteret, Ia 50273
(515)462-9242

ENGINEER:

Larsen Engineering Inc
1001 Office Park Rd Ste 120
West Des Moines, Ia 50265
(515)225-4377

Zoning:

Rural Residential (RR-1)

Min Lot width -150'
Min Front yard-50' from existing right of way
Min Rear yard-50'
Min Side yard-15'

Utilities:

Water-Warren rural water
Gas-Propane
Sewer-Private septic
Electric-Mid American
Cable-Century Link

Project No: 20074

NW COR
N 1/4 SE 1/4
20-76-24
FOUND NAIL IN
LEAD PLUG

N 00°02'08" E
33.00'

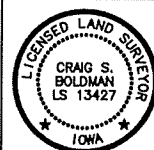
SW COR
NW 1/4 SE 1/4
20-76-24
FOUND 1/2" IR W
RED CAP #17532
IN P.C.C.

NE COR
N 1/2 SE 1/4
FOUND 1/2" IR W
RED CAP #17532

90TH AVENUE

SE COR
N 1/2 SE 1/4
FOUND 1/2" IR W
RPC #17532

0' 100' 200' 300'



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa

Signature _____ Date _____

Name Craig S. Boldman P.L.S. No. 13427

Renewal date is December 31, 2014

Pages or sheets covered by this seal _____

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IS 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IS 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IS 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"
CG	75.00	63.86	47.51	IN 71°15'22"	71°24'23"

LAND DIVISION APPLICATION

Community Development

110 North 1st Street, Indianola, Iowa 50125-0299
(515) 961-9430 • comdev@indianolaiaowa.gov



PROPERTY OWNER

(Last Name) TERRA
(First Name) TENDER, INC
(Address) P.O. BOX 305
(City) NORWALK (State) Ia (Zip) 50211
(Phone) 515-681-6310 (Email) blackgoldrealty@gmail.com

APPLICANT (if not Property Owner)

(Last Name) Hughes
(First Name) Larry
(Address) 208 E. 1st St.
(City) Ackworth (State) Ia (Zip) 50001
(Phone) 515-681-6310 (Email) blackgoldrealty@gmail.com

☐ PLAT OF SURVEY

Submittal Requirements:

*All submittal requirements must be completed.
Incomplete applications will not be considered*

- ☐ Completed Application
- ☐ Filing Fee: \$75 per request
- ☐ Proposed plat of survey (hard copy)
- ☐ Proposed plat of survey (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ Other Information as required by Director

☐ PRELIMINARY PLAT

Submittal Requirements:

*All submittal requirements must be completed.
Incomplete applications will not be considered*

- ☐ Completed Application
- ☐ Filing Fee: \$250, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering Costs
- ☐ Proposed preliminary plat (hard copy)
- ☐ Proposed preliminary plat (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ All items as required by Section 170.09 of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

☒ FINAL PLAT

Submittal Requirements:

*All submittal requirements must be completed.
Incomplete applications will not be considered*

- ☒ Completed Application
- ☐ Filing Fee: \$150, plus \$10.00 for each lot in excess of 10 lots, land plus Outside Engineering Costs
- ☐ Proposed plat of survey (hard copy)
- ☐ Proposed plat of survey (electronic copy)
- ☐ Legal description (electronic in word format)
- ☐ All items as required by Section 170.10 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 Larry L. Hughes for TerraTender, Inc
Name (printed) Larry L. Hughes President Date 10-13-2021

FOR OFFICE USE ONLY: Code to 45685 (prelim & final)
Code to 45686 (plat of survey)

Date Received: _____
Receipt No: _____
Receipt Amount: _____

RESOLUTION NO. 2021-_____

RESOLUTION APPROVING THE FINAL PLAT FOR WARREN WONDER ESTATES

WHEREAS, a final plat for Warren Wonder Estates has been submitted to the City of Indianola; and,

WHEREAS, the City of Indianola has jurisdiction of such plats pursuant to the Subdivision Regulation Ordinance of Indianola, Iowa, located in Chapter 170, of the Code of Ordinances, Indianola, Iowa as the plat is within two miles of the City; and,

WHEREAS, the Indianola Planning and Zoning Commission has submitted a recommendation to the City Council which approves the plat; and,

WHEREAS, pursuant to the Code of Ordinances, Indianola, Iowa, Section 170.05(5), the Council must pass a resolution approving or rejecting the final plat, and

WHEREAS, the Council finds that all the requirements of the Code of Ordinances, Indianola, Iowa, regarding subdivision regulations and the final plat for Warren Wonder Estates have been met.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council, that the final plat for Warren Wonder Estates is hereby approved.

APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: November 15, 2021
Subject: Resolution approving lease agreement for parking with the First Baptist Church of Indianola and the Trinity United Presbyterian Church of Indianola.

Introduction: This is annual lease agreement.

Background: The City has leased a parking area from the churches since June 23, 1969.

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Res 2021- approving parking lot lease agreement with churches
2. Parking Lot Agreement 2021

City of Indianola
RESOLUTION NO 2021-

RESOLUTION APPROVING LEASE AGREEMENT FOR PARKING WITH THE FIRST BAPTIST CHURCH OF INDIANOLA AND THE TRINITY UNITED PRESBYTERIAN CHURCH OF INDIANOLA

WHEREAS, the City of Indianola, Iowa has leased a parking area from the First Baptist Church of Indianola, Iowa and the Trinity United Presbyterian Church of Indianola, Iowa since June 23, 1969; and

WHEREAS, the parties desire to negate the obligations and provisions of the prior lease and enter into a new lease in the form attached hereto as Exhibit A; and

WHEREAS, the City Council of the City of Indianola, Iowa believes it is in the best interest of the City to enter into the new lease.

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

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

Dated this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO

LEASE

THIS LEASE entered into this ____ day of November 2021, between the First Baptist Church of Indianola, Iowa, and the Trinity United Presbyterian Church of Indianola, Iowa hereinafter called Lessors, in consideration of the agreements herein continued on the part of the City of Indianola, Iowa hereinafter called the Lessee, hereby leases to said Lessee from the 22nd day of November, 2021 to the 22nd day of November 2022 the following described real estate situate in Indianola, Warren County, Iowa the following premises owned by the First Baptist Church of Indianola, Iowa, to wit:

Lots One (1), Two (2), Three (3), Twenty-four (24), and the East Ten (10) feet
Of Lot Four (4), Block Twenty-one-(21), Original Town Plat of Indianola, Iowa,
All in the Southeast Quarter of the Northwest Quarter (SE ¼ NW ¼) of Section
Twenty-five (25), Township Seventy-six (76) North, Range Twenty-four (24),
West of the Fifth P.M., Iowa,

And the following property, owned by Trinity United Presbyterian Church, Indianola, Iowa, to wit:

West 20 feet of Lot Four (4), all of Lot Five (5), and the East 20.8 feet of Lot Six (6),
Block Twenty-one (21), Original Town Plat of Indianola, all in the Southeast Quarter
Of the Northwest Quarter (SE ¼ NW ¼) of Section Twenty-five (25), Township
Township Seventy-six (76) North, Range Twenty-four (24), West of the Fifth P.M., Iowa

Lessee, in consideration of said leasing agrees: To maintain the present parking lot upon said premises in accordance with the policy of the City of Indianola on maintaining parking lots and alleys adopted by the City Council on August 1, 1977. It is understood that maintenance shall include snow removal, dust and litter control and painting of parking lines. Lessee agrees to enforce all applicable City Ordinances which pertain to city-owned parking lots. In addition, the City shall provide two barricades for use by both entities.

The use of said premises shall be a public parking lot for the City of Indianola, Iowa, subject to the Lessors' right to use and enjoy said premises for each of the Lessor's respective needs for their congregations and/or large gatherings of people, including Sunday's church services, which right the Lessors hereby reserve.

Lessor shall not be liable for any loss or damage to property caused by any sources whatever nor shall the Lessor be liable for any damage or injury to persons or property occurring or arising on said premises from any cause whatever during the term of this Lease. Lessor agrees to save Lessee harmless from any suit or claim and to defend any suit or claim arising in connection with the use or occupancy of real estate as described above.

When fully executed, this Lease shall take precedence over and shall in effect negate the obligations and provisions of a prior lease describing the same parcel between the same parties dated the 23rd day of June, 1969.

Dated at Indianola, Iowa this ____ day of November 2021.

LESSORS:

FIRST BAPTIST CHURCH OF INDIANOLA, IOWA

By: _____

TRINITY UNITED PRESBYTERIAN CHURCH OF INDIANOLA, IOWA

By: _____

LESSEES:

CITY OF INDIANOLA, IOWA

By: _____
Pam Pepper, Mayor

By: _____
Andrew J. Lent, City Clerk/CFO

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the Trustee of the First Baptist Church of Indianola, Iowa, respectively, who executed the within and foregoing instrument to which this is attached, and that said instrument was signed and sealed on behalf of said First Baptist Church of Indianola, Iowa, by authority of the First Baptist Church of Indianola, Iowa, that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the First Baptist Church of Indianola, Iowa, and by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

STATE OF IOWA, WARREN COUNTY, ss:

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____, to me personally known, who being by me duly sworn did say that he is the Trustee of the Trinity United Presbyterian Church of Indianola, Iowa, respectively, who executed the within and foregoing instrument to which this is attached, and that said instrument was signed and sealed on behalf of said Trinity United Presbyterian Church of Indianola, Iowa, by authority of the Trinity United Presbyterian Church of Indianola, Iowa, that _____, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of the Trinity United Presbyterian Church of Indianola, Iowa, and by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: November 15, 2021
Subject: Approve FY2021 Annual Urban Renewal Report

Introduction: City of Indianola FY2021 Urban Renewal Report

Background: Every year, cities in Iowa are required to submit a report to the State of Iowa on any activity within each respective city's urban renewal area for the previous fiscal year. This report is a financial recap of the TIF funds received by the city and obligations/payments the city has for those funds. The City Council must approve the report and it must be submitted by December 1.

Discussion: The City of Indianola FY21 Urban Renewal Report is included in the Council Packet. The report agrees with the audited balance of \$5,346,361 in the Urban Renewal Fund with an outstanding obligation balance of \$5,696,948.

Budget Impact: NA

Recommendation: Approval of the report.

Attachments: 1. Indianola, FY2021, Urban Renewal Report

Levy Authority Summary

Local Government Name: INDIANOLA
 Local Government Number: 91G873

Active Urban Renewal Areas	U.R. #	# of Tif Taxing Districts
INDIANOLA EAST HWY 92 URBAN RENEWAL	91008	6
INDIANOLA UNIFIED URBAN RENEWAL	91012	16

TIF Debt Outstanding: 12,720,936

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: 4,384,143 0 **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 2,429,736
 TIF Sp. Revenue Fund Interest: 152,354
 Property Tax Replacement Claims 57,755
 Asset Sales & Loan Repayments: 0
Total Revenue: 2,639,845

Rebate Expenditures: 0
 Non-Rebate Expenditures: 1,677,627
 Returned to County Treasurer: 0
Total Expenditures: 1,677,627

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: 5,346,361 0 **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Year-End Outstanding TIF Obligations, Net of TIF Special Revenue Fund Balance: 5,696,948

Urban Renewal Area Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA EAST HWY 92 URBAN RENEWAL
 UR Area Number: 91008

UR Area Creation Date: 07/2004

UR Area Purpose: This URA was developed to help local officials promote economic development in the city. The primary goal of the plan is to stimulate economic development and extend sewer and water services to a new business park.

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
INDIANOLA CITY/INDIANOLA SCH/EAST HWY 92 UR TIF INCREM	910259	910260	0
INDIANOLA CITY AG/INDIANOLA SCH/EAST HWY92 UR TIF INCREM	910261	910262	0
INDIANOLA CIYT/INDIANOLA SCH/EAST HWY 92 UR TIF INCREM/CITY EXEMPT	910263	910264	0
INDIANOLA CITY AG/INDIANOLA SCH/EAST HWY 92 UR TIF INCREM/CITY EXEMPT	910265	910266	0
INDIANOLA CITY/INDIANOLA SCH/AMEND EAST HWY 92 UR TIF INCRE	910277	910278	0
INDIANOLA CITY AG/INDIANOLA SCH/AMEND EAST HWY 92 UR TIF INCREM	910279	910280	0

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: 0 0 **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue:	0
TIF Sp. Revenue Fund Interest:	0
Property Tax Replacement Claims	0
Asset Sales & Loan Repayments:	0
Total Revenue:	0

Rebate Expenditures:	0
Non-Rebate Expenditures:	0
Returned to County Treasurer:	0
Total Expenditures:	0

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: 0 0 **Amount of 06-30-2021 Cash Balance Restricted for LMI**

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA EAST HWY 92 URBAN RENEWAL (91008)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/EAST HWY 92 UR TIF INCREM
 TIF Taxing District Inc. Number: 910260
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2004

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	0	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA EAST HWY 92 URBAN RENEWAL (91008)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/EAST HWY92 UR TIF INCREM
 TIF Taxing District Inc. Number: 910262
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2004

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	32,200	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA EAST HWY 92 URBAN RENEWAL (91008)
 TIF Taxing District Name: INDIANOLA CIYT/INDIANOLA SCH/EAST HWY 92 UR TIF INCREM/CITY EXEMPT
 TIF Taxing District Inc. Number: 910264
 TIF Taxing District Base Year: 2003
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	07/2004

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	0	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA EAST HWY 92 URBAN RENEWAL (91008)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/EAST HWY 92 UR TIF INCREM/CITY EXEMPT
 TIF Taxing District Inc. Number: 910266
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 2007
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2005

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	9,300	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	INDIANOLA (91G873)
Urban Renewal Area:	INDIANOLA EAST HWY 92 URBAN RENEWAL (91008)
TIF Taxing District Name:	INDIANOLA CITY/INDIANOLA SCH/AMEND EAST HWY 92 UR TIF INCRE
TIF Taxing District Inc. Number:	910278
TIF Taxing District Base Year:	2004
FY TIF Revenue First Received:	2007
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2027

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2005

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	168,820	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name:	INDIANOLA (91G873)
Urban Renewal Area:	INDIANOLA EAST HWY 92 URBAN RENEWAL (91008)
TIF Taxing District Name:	INDIANOLA CITY AG/INDIANOLA SCH/AMEND EAST HWY 92 UR TIF INCREM
TIF Taxing District Inc. Number:	910280
TIF Taxing District Base Year:	2004
FY TIF Revenue First Received:	2007
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2027

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2005

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	24,700	0	0	0	0

FY 2021 TIF Revenue Received: 0

Urban Renewal Area Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL
 UR Area Number: 91012

UR Area Creation Date: 06/1994

This URA has been developed to help local officials promote economic development in the city. The primary goal of the plan is to stimulate, through public involvement and commitment, private investments and to create a sound economic base.

UR Area Purpose:

Tax Districts within this Urban Renewal Area	Base No.	Increment No.	Increment Value Used
INDIANOLA CITY/INDIANOLA SCH/HILLCREST UR TIF INCREM	910200	910201	8,562,870
INDIANOLA CITY/INDIANOLA SCH/HILLCREST 2 TIF INCREM	910202	910203	4,564,624
INDIANOLA CITY AG/INDIANOLA SCH/HILLCREST 2 UR TIF INCREM	910204	910205	80,225
INDIANOLA CITY/INDIANOLA SCH/DOWNTOWN UR TIF INCREM	910226	910227	437,814
INDIANAOLA CITY AG/INDIANOLA SCH/HILLCREST 3 UR TIF INCREM	910228	910229	0
INDIANOLA CITY/INDIANOLA SCH/HILLCREST 4 UR TIF INCREM	910269	910270	20,539,033
INDIANOLA CITY AG/INDIANOLA SCH/HILLCREST 4 TIF INCREM	910271	910272	38,800
INDIANOLA CITY/INDIANOLA SCH/AMEND DOWNTOWN UR TIF INCREM	910281	910282	4,108,081
INDIANOLA CITY/INDIANOLA SCH/AMEND DT2 W92 UR TIF INCRE	910297	910298	9,148,499
INDIANOLA CITY AG/INDIANOLA SCH/AMEND DT2 W92 UR TIF INCRE	910299	910300	54,300
W LINCOLN TWP/INDIANOLA SCH/AMEND DT2 W92 UR TIF INCREM	910301	910302	0
INDIANOLA CITY/INDIANOLA SCH/HILLCREST 3 UR TIF INCREM	910307	910308	1,420,830
INDIANOLA CITY/INDIANOLA SCH/HILLCREST 5 UR TIF INCREM	910311	910312	27,288,801
INDIANOLA CITY AG/INDIANOLA SCH/HILLCREST 5 UR TIF INCREM	910313	910314	0
INDIANOLA CITY/INDIANOLA SCH/AMEND DT2 W92 TIF INCREM	910323	910324	0
INDIANOLA CITY AG/INDIANOLA SCH/AMEND DT2 W92 TIF INCREM	910325	910326	0

Urban Renewal Area Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	508,500	65,212,400	112,360,834	17,113,800	153,800	-95,468	220,419,402	0	220,419,402
Taxable	414,341	35,915,247	101,124,752	15,402,420	153,800	-95,468	170,845,543	0	170,845,543
Homestead Credits									207

TIF Sp. Rev. Fund Cash Balance as of 07-01-2020: **4,384,143** **0** **Amount of 07-01-2020 Cash Balance Restricted for LMI**

TIF Revenue: 2,429,736
 TIF Sp. Revenue Fund Interest: 152,354
 Property Tax Replacement Claims 57,755
 Asset Sales & Loan Repayments: 0
Total Revenue: 2,639,845

Rebate Expenditures: 0
 Non-Rebate Expenditures: 1,677,627
 Returned to County Treasurer: 0
Total Expenditures: 1,677,627

TIF Sp. Rev. Fund Cash Balance as of 06-30-2021: **5,346,361** **0** **Amount of 06-30-2021 Cash Balance Restricted for LMI**

Projects For INDIANOLA UNIFIED URBAN RENEWAL

Indianola Wellness Facility

Description:	Building of a 60,000 plus sq ft wellness facility
Classification:	Municipal and other publicly-owned or leased buildings
Physically Complete:	Yes
Payments Complete:	No

Legal/Consultant

Description:	Legal/Consultant advice on Urban Renewal Areas
Classification:	Administrative expenses
Physically Complete:	No
Payments Complete:	No

Square Streetscape Project

Description:	Utility and Street Improvements around downtown Square
Classification:	Roads, Bridges & Utilities
Physically Complete:	No
Payments Complete:	No

Iowa Avenue Paving

Description:	Paving of Iowa Ave for Lineman Training Center
Classification:	Roads, Bridges & Utilities
Physically Complete:	Yes
Payments Complete:	Yes

Debts/Obligations For INDIANOLA UNIFIED URBAN RENEWAL

Series 2019 G.O.

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	3,505,000
Interest:	492,800
Total:	3,997,800
Annual Appropriation?:	No
Date Incurred:	04/29/2012
FY of Last Payment:	2031

Legal

Debt/Obligation Type:	Other Debt
Principal:	25,000
Interest:	0
Total:	25,000
Annual Appropriation?:	No
Date Incurred:	06/30/2019
FY of Last Payment:	2021

Series 2020A G.O.

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	4,570,000
Interest:	501,099
Total:	5,071,099
Annual Appropriation?:	No
Date Incurred:	12/07/2020
FY of Last Payment:	2031

Internal Loan for Iowa Avenue

Debt/Obligation Type:	Internal Loans
Principal:	867,237
Interest:	0
Total:	867,237
Annual Appropriation?:	No
Date Incurred:	11/18/2019
FY of Last Payment:	2022

Series 2020B G.O.

Debt/Obligation Type:	Gen. Obligation Bonds/Notes
Principal:	2,485,000
Interest:	274,800
Total:	2,759,800
Annual Appropriation?:	No
Date Incurred:	12/07/2020
FY of Last Payment:	2028

Non-Rebates For INDIANOLA UNIFIED URBAN RENEWAL

TIF Expenditure Amount:	588,750
Tied To Debt:	Series 2019 G.O.
Tied To Project:	Indianola Wellness Facility

TIF Expenditure Amount:	0
Tied To Debt:	Legal
Tied To Project:	Legal/Consultant

TIF Expenditure Amount:	61,802
Tied To Debt:	Series 2020A G.O.
Tied To Project:	Square Streetscape Project

TIF Expenditure Amount:	427,075
Tied To Debt:	Series 2020B G.O.
Tied To Project:	Indianola Wellness Facility

TIF Expenditure Amount:	600,000
Tied To Debt:	Internal Loan for Iowa Avenue
Tied To Project:	Iowa Avenue Paving

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/HILLCREST UR TIF INCREM
 TIF Taxing District Inc. Number: 910201
 TIF Taxing District Base Year: 1993
 FY TIF Revenue First Received: 1996
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	06/1994

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	517,700	8,996,600	0	0	9,514,300	0	9,514,300
Taxable	0	0	465,930	8,096,940	0	0	8,562,870	0	8,562,870
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	34,776	8,562,870	8,562,870	0	0

FY 2021 TIF Revenue Received: 296,061

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/HILLCREST 2 TIF INCREM
 TIF Taxing District Inc. Number: 910203
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: 1998
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2018

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1998

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	5,111,500	6,964,000	0	0	12,075,500	0	12,075,500
Taxable	0	0	4,600,350	6,267,600	0	0	10,867,950	0	10,867,950
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	7,510,876	4,564,624	4,564,624	0	0

FY 2021 TIF Revenue Received: 146,871

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/HILLCREST 2 UR TIF INCREM
 TIF Taxing District Inc. Number: 910205
 TIF Taxing District Base Year: 1997
 FY TIF Revenue First Received: 1999
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2019

UR Designation	
Slum	No
Blighted	No
Economic Development	10/1998

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	131,200	0	0	0	0	0	131,200	0	131,200
Taxable	106,907	0	0	0	0	0	106,907	0	106,907
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	50,975	80,225	80,225	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/DOWNTOWN UR TIF INCREM
 TIF Taxing District Inc. Number: 910227
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2003
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2023

UR Designation	
Slum	No
Blighted	No
Economic Development	08/2001

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	5,799,100	21,326,874	0	153,800	-14,816	30,859,454	0	30,859,454
Taxable	0	3,193,809	19,194,188	0	153,800	-14,816	25,088,063	0	25,088,063
Homestead Credits									24

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	21,059,815	9,814,455	437,814	9,376,641	298,071

FY 2021 TIF Revenue Received: 13,903

TIF Taxing District Data Collection

Local Government Name:	INDIANOLA (91G873)
Urban Renewal Area:	INDIANOLA UNIFIED URBAN RENEWAL (91012)
TIF Taxing District Name:	INDIANAOLA CITY AG/INDIANOLA SCH/HILLCREST 3 UR TIF INCREM
TIF Taxing District Inc. Number:	910229
TIF Taxing District Base Year:	2000
FY TIF Revenue First Received:	2002
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2022

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2001

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	9,800	0	0	0	0	0	9,800	0	9,800
Taxable	7,985	0	0	0	0	0	7,985	0	7,985
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	13,000	0	0	0	0

FY 2021 TIF Revenue Received: 49,079

TIF Taxing District Data Collection

Local Government Name:	INDIANOLA (91G873)
Urban Renewal Area:	INDIANOLA UNIFIED URBAN RENEWAL (91012)
TIF Taxing District Name:	INDIANOLA CITY/INDIANOLA SCH/HILLCREST 4 UR TIF INCREM
TIF Taxing District Inc. Number:	910270
TIF Taxing District Base Year:	2004
FY TIF Revenue First Received:	2006
Subject to a Statutory end date?	Yes
Fiscal year this TIF Taxing District statutorily ends:	2026

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2005

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	18,489,000	11,519,400	0	0	-11,112	29,997,288	0	29,997,288
Taxable	0	10,182,685	10,367,460	0	0	-11,112	20,539,033	0	20,539,033
Homestead Credits									56

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	7,920,800	20,539,033	20,539,033	0	0

FY 2021 TIF Revenue Received: 634,409

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/HILLCREST 4 TIF INCREM
 TIF Taxing District Inc. Number: 910272
 TIF Taxing District Base Year: 2004
 FY TIF Revenue First Received: 2006
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2026

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2005

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	65,000	0	0	0	0	0	65,000	0	65,000
Taxable	52,962	0	0	0	0	0	52,962	0	52,962
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	26,200	38,800	38,800	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/AMEND DOWNTOWN UR TIF INCREM
 TIF Taxing District Inc. Number: 910282
 TIF Taxing District Base Year: 2004
 FY TIF Revenue First Received: 2007
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2027

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2005

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	7,819,900	11,036,900	0	0	-7,408	19,963,592	0	19,963,592
Taxable	0	4,306,757	9,933,210	0	0	-7,408	15,026,427	0	15,026,427
Homestead Credits									30

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	15,862,920	4,108,080	4,108,081	-1	0

FY 2021 TIF Revenue Received: 129,550

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/AMEND DT2 W92 UR TIF INCRE
 TIF Taxing District Inc. Number: 910298
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2007

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	26,591,800	12,704,460	0	0	-37,040	53,756,660	0	53,756,660
Taxable	0	14,645,227	11,434,014	0	0	-37,040	36,371,629	0	36,371,629
Homestead Credits									96

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	44,645,200	9,148,500	9,148,499	1	0

FY 2021 TIF Revenue Received: 291,897

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/AMEND DT2 W92 UR TIF INCRE
 TIF Taxing District Inc. Number: 910300
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2007

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	170,400	0	0	0	0	0	170,400	0	170,400
Taxable	138,847	0	0	0	0	0	138,847	0	138,847
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	116,100	54,300	54,300	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: W LINCOLN TWP/INDIANOLA SCH/AMEND DT2 W92 UR TIF INCREM
 TIF Taxing District Inc. Number: 910302
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received: 2009
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2029

UR Designation	
Slum	No
Blighted	No
Economic Development	12/2007

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	36,200	0	0	0	0	0	36,200	0	36,200
Taxable	29,497	0	0	0	0	0	29,497	0	29,497
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	360,400	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/HILLCREST 3 UR TIF INCREM
 TIF Taxing District Inc. Number: 910308
 TIF Taxing District Base Year: 2000
 FY TIF Revenue First Received: 2002
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2022

UR Designation	
Slum	No
Blighted	No
Economic Development	09/2001

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	425,500	1,153,200	0	0	1,578,700	0	1,578,700
Taxable	0	0	382,950	1,037,880	0	0	1,420,830	0	1,420,830
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	7,602	1,420,830	1,420,830	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/HILLCREST 5 UR TIF INCREM
 TIF Taxing District Inc. Number: 910312
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2009

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	6,512,600	49,718,500	0	0	-25,092	62,165,408	0	62,165,408
Taxable	0	3,586,769	44,746,650	0	0	-25,092	52,554,400	0	52,554,400
Homestead Credits									1

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	34,901,700	27,288,800	27,288,801	-1	0

FY 2021 TIF Revenue Received: 867,966

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/HILLCREST 5 UR TIF INCREM
 TIF Taxing District Inc. Number: 910314
 TIF Taxing District Base Year: 2008
 FY TIF Revenue First Received: 2010
 Subject to a Statutory end date? Yes
 Fiscal year this TIF Taxing District statutorily ends: 2030

UR Designation	
Slum	No
Blighted	No
Economic Development	03/2009

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	95,900	0	0	0	0	0	95,900	0	95,900
Taxable	78,143	0	0	0	0	0	78,143	0	78,143
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	116,500	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY/INDIANOLA SCH/AMEND DT2 W92 TIF INCREM
 TIF Taxing District Inc. Number: 910324
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	344,900	0	0	0	0

FY 2021 TIF Revenue Received: 0

TIF Taxing District Data Collection

Local Government Name: INDIANOLA (91G873)
 Urban Renewal Area: INDIANOLA UNIFIED URBAN RENEWAL (91012)
 TIF Taxing District Name: INDIANOLA CITY AG/INDIANOLA SCH/AMEND DT2 W92 TIF INCREM
 TIF Taxing District Inc. Number: 910326
 TIF Taxing District Base Year: 2006
 FY TIF Revenue First Received:
 Subject to a Statutory end date? No

UR Designation	
Slum	No
Blighted	No
Economic Development	No

TIF Taxing District Value by Class - 1/1/2019 for FY 2021

	Agricultural	Residential	Commercial	Industrial	Other	Military	Total	Gas/Electric Utility	Total
Assessed	0	0	0	0	0	0	0	0	0
Taxable	0	0	0	0	0	0	0	0	0
Homestead Credits									0

	Frozen Base Value	Max Increment Value	Increment Used	Increment Not Used	Increment Revenue Not Used
Fiscal Year 2021	15,500	0	0	0	0

FY 2021 TIF Revenue Received: 0



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: November 15, 2021
Subject: Approval of Resolution Authorizing internal Loan to Fund Urban Renewal Project Costs in Connection with Square Streetscape Project

Introduction: Resolution Authorizing Internal Loan to Repay Streetscape Project Debt with Tax Increment Financing Revenue

Background: In December 2020, the Indianola City Council approved the final acceptance of the 2020A Bond Series which included funding for the Square Streetscape Improvement Project. While the amount of the principal was known prior to December 1, 2020, the amount of the interest was not known. In order for the City to have TIF funding for the repayment of the series in FY2022, the City certified the principal to the county since the certifications for FY2022 were due to the county by December 1, 2020.

Discussion: The amount of the interest on the Square Streetscape Improvement Project portion of the 2020 GO Debt Series is \$414,818 and now must be certified to the county for future collection as TIF increment revenue. First, the City Council must authorize this as an internal loan payable to the Debt Service Fund from the Tax Increment Fund. The actual certification will be handled in a separate resolution.

Budget Impact: Interest on the 2020A Series to be collected at TIF revenue: \$414,818

Recommendation: Approval of the resolution.

Attachments: 1. Resolution Authorizing TIF debt for Square Streetscape Loan Interest

RESOLUTION NO. 2021-____

**AUTHORIZING INTERNAL LOAN TO FUND URBAN RENEWAL PROJECT COSTS IN
CONNECTION WITH SQUARE STREETSCAPE PROJECT**

WHEREAS, the City Council of City of Indianola, Iowa (the “City”), has established the City of Indianola Economic Development Urban Renewal Area (the “Urban Renewal Area”) and has established the City of Indianola Economic Development Urban Renewal Area Tax Increment Revenue Fund (the “Tax Increment Fund”) in connection therewith; and

WHEREAS, the City is undertaking an infrastructure project for streetscape improvements in the downtown square area (the “Project”) in the Urban Renewal Area in order to facilitate economic development in the Urban Renewal Area; and

WHEREAS, the City has committed to issuing bonds in the amount of \$4,700,000 (the “Loan”) for said Project; and

WHEREAS, the City Council has previously approved Resolution 2020-275 to make the Loan eligible to be repaid from future incremental property tax revenues to be derived from the Urban Renewal Area, and

WHEREAS, there is additional expenses in the form of interest in the amount of \$414,818 that will need to added to the amount repaid from future incremental property tax revenues to be derived from the Urban Renewal Area;

NOW, THEREFORE, IT IS RESOLVED by the City Council, as follows:

Section 1. It is hereby directed that the original Loan in the amount of Four Million, Seven Hundred Thousand Dollars (\$4,700,000) be increased by the amount of Four Hundred Fourteen Thousand Eight Hundred Eighteen Dollars (\$414,818) and that this increased amount be repaid by Tax Increment Financing, provided however that repayment of the Loan is subject to the determination of the City Council that there are incremental property tax revenues available for such purpose which have been allocated to or accrued in the Tax Increment Fund relative to the Loan, and the City Council reserves the right to appropriate funds, or to withhold such appropriation, at its discretion.

Section 2. A copy of this Resolution shall be filed in the office of the Auditor of Warren County, Iowa to evidence the Loan. Pursuant to Section 403.19 of the Code of Iowa, the City Clerk is hereby directed to certify, no later than December 1, 2021, the original amount of the Loan plus projected accrued interest as provided for herein.

Section 3. All resolutions or parts thereof in conflict herewith, are hereby repealed, to the extent of such conflict.

PASSED AND APPROVED this 15 November 2021.

Pam Pepper, Mayor

Attest:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: November 15, 2021
Subject: Resolution to Approve TIF Debt Certifications for FY2023

Introduction: Resolution to Approve TIF Certifications to County Auditor

Background: By December 1 of each year, cities in Iowa are required to certify or decertify any Tax Increment Finance (TIF) debt to their respective county auditor so TIF revenue in the upcoming fiscal year beginning the following July 1 can be appropriated accordingly.

Discussion: Last year, the City of Indianola certified the TIF debt for the downtown streetscape project except for the interest on the loan since the interest was not known by December 1. The City will certify this TIF to the county auditor this year in the amount of \$414,818.

The City will also make the following decertifications since the revenue or savings will offset the TIF debt previously certified. These include:

- FY2021 bank interest of \$152,354
- interest savings from refinancing Series 2013B of \$100,438. and
- the reduction of the internal loan for Iowa Avenue by \$453,419 as the cost for the project was much lower than estimated. Again, the City will be requesting a total of \$1,500,000 in TIF revenue in FY2023 to meet debt service obligations during FY2023.

Budget Impact:

TIF Debt Certified: \$414,818

TIF Debt Decertified: \$706,212

Recommendation: Approval of Resolution

Attachments: 1. TIF Certification_1 Dec 2021

RESOLUTION NO. 2021-_____

**A RESOLUTION APPROVING THE CERTIFICATION OF TAX INCREMENT
FINANCING OBLIGATIONS**

WHEREAS, the City Clerk/CFO completed the process of compiling the TIF obligations that can be certified and/or decertified to Warren County; and

WHEREAS, the TIF Certification Report must be filed with Warren County by December 1 annually; and

WHEREAS, the City Clerk/CFO will certify the amounts, as listed on the attached certification pages, to Warren County;

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

1. the attached TIF obligation certification forms are hereby approved and
2. the City Clerk/CFO is hereby directed to file them with the county auditor on behalf of the City on or before December 1, 2021.

PASSED AND APPROVED this 15th day of November, 2021.

Pam Pepper, Mayor

Attest:

Andrew J. Lent, City Clerk/CFO

**CODE OF IOWA SECTION 403.19 TAX INCREMENT FINANCING (TIF) INDEBTEDNESS
CERTIFICATION TO COUNTY AUDITOR
Due To County Auditor By December 1 Prior To The Fiscal Year TIF Increment Tax Is Requested
Use One Certification Per Urban Renewal Area**

City: Indianola County: Warren

Urban Renewal Area Name: Indianola Unified Urban Renewal

Urban Renewal Area Number: 91012 (Use five-digit Area Number Assigned by the County Auditor)

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above the City has outstanding loans, advances, indebtedness, or bonds, none of which have been previously certified, in the collective amount shown below, all of which qualify for repayment from the special fund referred to in paragraph 2 of Section 403.19 of the Code of Iowa.

Urban Renewal Area Indebtedness Not Previously Certified*: \$ **414,818**

*There must be attached a supporting itemized listing of the dates that individual loans, advances, indebtedness, or bonds were initially approved by the governing body. (Complete and attach 'CITY TIF FORM 1.1'.)

The County Auditor shall provide the available TIF increment tax in subsequent fiscal years without further certification until the above-stated amount of indebtedness is paid to the City. However, for any fiscal year a City may elect to receive less than the available TIF increment tax by certifying the requested amount to the County Auditor on or before the preceding December 1. (File 'CITY TIF FORM 2' with the County Auditor by the preceding December 1 for each of those fiscal years where all of the TIF increment tax is not requested.)

A City reducing certified TIF indebtedness by any reason other than application of TIF increment tax received from the County Treasurer shall certify such reduced amounts to the County Auditor no later than December 1 of the year of occurrence. (File 'CITY TIF FORM 3' with the County Auditor when TIF indebtedness has been reduced by any reason other than application of TIF increment tax received from the County Treasurer.)

Notes/Additional Information:

Dated this _____ day of _____, _____

Signature of Authorized Official

515-961-9410
Telephone

TIF INDEBTEDNESS NOT PREVIOUSLY CERTIFIED ELIGIBLE FOR TAX COLLECTIONS NEXT FISCAL YEAR

City: IndianolaCounty: Warren

Urban Renewal Area Name: Indianola Unified Urban Renewal

Urban Renewal Area Number: 91012(Use five-digit Area Number Assigned by the County Auditor)

Individual TIF Indebtedness Type/Description/Details:	Date Approved*:	Total Amount:
1. Resolution 2021- : Downtown Square Streetscape Project Interest	15 Novmber	414,818
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
2.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
3.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
4.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		
5.		
☐ 'X' this box if a rebate agreement. List administrative details on lines above.		

If more indebtedness entry lines are needed continue to Form 1.1 Page 2.

Total For City TIF Form 1.1 Page 1: 414,818

* "Date Approved" is the date that the local governing body initially approved the TIF indebtedness.

Urban Renewal Area Name: Indianola Unified Urban Renewal

I hereby certify to the County Auditor that for the Urban Renewal Area within the City and County named above, the City has reduced previously certified indebtedness, by reason other than application of TIF increment tax received from the County Treasurer, by the total amount as shown below.

Individual TIF Indebtedness Type/Description/Details:	Amount Reduced:
FY2021 Bank Interest Earned	152,354
2013B Interest Savings	100,439
Reduced debt on Iowa Avenue Internal Loan (\$867,237 minus \$413,818)	453,419
Total Reduction In Indebtedness For This Urban Renewal Area:	706,212

Dated this day of ,

Signature of Authorized Official

Telephone



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: November 15, 2021

Subject: Resolution approving a Subordination Agreement regarding the Development Agreement between the City of Indianola, Iowa and Covered Bridges Coffee Company dba Cabin Coffee of Indianola and Randall D. Hanna and Rebecca S. Hanna, individually.

Introduction:

Background: As the Council will recall, the City of Indianola and Covered Bridges Coffee Company dba Cabin Coffee of Indianola and Randall D. Hanna and Rebecca S. Hanna, individually, entered into a Private Development Agreement in late 2019. City State Bank has requested that the City subordinate all of its rights, title, and interest in the Private Development Agreement to a mortgage between Covered Bridges Coffee Company dba Cabin Coffee of Indianola and/or Randall D. Hanna and Rebecca S. Hanna, individually, and City State Bank. Legal Counsel has reviewed this request and does recommend approval.

Discussion:

Budget Impact:

Recommendation: Staff and Legal Counsel recommend approval of this request.

Attachments:

1. Dev Agreement Subordiantion
2. Resolution

Prepared by/Return to: James S. Dougherty, PO Box 278, 801 North Avenue, Norwalk, IA 50211

SUBORDINATION AGREEMENT

WHEREAS, City of Indianola, Iowa and Covered Bridges Coffee Company dba Cabin Coffee of Indianola and Randall D. Hanna and Rebecca S. Hanna, individually, entered into a Private Development Agreement dated November 22, 2019, filed December 9, 2019, as Document No. 2019-10154 relating to the following described property, to wit:

The South Half (S1/2) of the East 156' of Lot 28 in the AUDITOR'S PLAT OF OUTLOTS to the City of Indianola, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

City Of Indianola, Iowa does hereby subordinate all of its right, title, and interest in the above Private Development Agreement and the above described property to a mortgage by and between Iowa and Covered Bridges Coffee Company dba Cabin Coffee of Indianola and/or Randall D. Hanna and Rebecca S. Hanna, individually, Mortgagors, and City State Bank, its successors and/or assigns as their respective interests may appear, Mortgagee, dated the 23rd day of December, 2020 and filed the 29th day of December, 2020 as instrument number 2020-14414 of the Records of the Warren County Recorder in an amount not to exceed \$300,000.

City Of Indianola, Iowa

By: _____
Pam Pepper, Mayor

Attest: _____
Andrew J. Lent, City Clerk

STATE OF IOWA,
COUNTY OF WARREN, ss:

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa; a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the City, by authority of its City Council, as contained in Resolution No. _____, passed by the City Council on the _____ day of _____, 2021; and _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the City, by it voluntarily executed.

Notary Public in and for said State.

City of Indianola
RESOLUTION NO. 2021-

**RESOLUTION APPROVING A SUBORDINATION AGREEMENT REGARDING THE
DEVELOPMENT AGREEMENT BETWEEN THE CITY OF INDIANOLA, IOWA AND COVERED
BRIDGES COFFEE COMPANY DBA CABIN COFFEE OF INDIANOLA AND RANDALL D.
HANNA AND REBECCA S. HANNA, INDIVIDUALLY**

WHEREAS, on November 22, 2019, the City of Indianola, Iowa and Covered Bridges Coffee Company dba Cabin Coffee of Indianola and Randall D. Hanna and Rebecca S. Hanna, individually, entered into a Private Development Agreement; and

WHEREAS, City State Bank has requested the City of Indianola subordinate all of its right, title, and interest in the Private Development Agreement to a mortgage it has with Covered Bridges Coffee Company dba Cabin Coffee of Indianola and/or Randall D. Hanna and Rebecca S. Hanna, individually.

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

1. Subordinate all of its right, title, and interest in the above Private Development Agreement to a mortgage by and between Covered Bridges Coffee Company dba Cabin Coffee of Indianola and/or Randall D. Hanna and Rebecca S. Hanna, individually, Mortgagors, and City State Bank, its successors and/or assigns as their respective interests may appear, Mortgagee.
2. Authorizes the Mayor to execute all related contract documents.

PASSED AND APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: November 15, 2021
Subject: Valley Place Reconstruction Project

Introduction: TK Concrete, Inc. has substantially completed the Valley Place reconstruction Project.

Background: The scope of work for this project comprised of reconstructing the pavement and upgrading ADA accessible sidewalk ramps on Valley Place, from North 1st Street to North Jefferson Way.

Discussion: The final construction cost for this project is in the amount of \$211,395.00, which includes a retainage, in the amount of \$10,569.75, and a supplemental contract for landscaping restoration, in the amount of \$7,500, to complete the grass seeding during next spring.

Although the contractor has substantially completed this project, the landscaping grass is the only item remaining. TK Concrete will continue to be responsible to establish grass in the spring of 2022. As a result, \$7,500 will be withheld to ensure that contractor is responsible to complete grass seeding during the spring of 2022. This retainage amount of \$7,500 for landscape restoration is in accordance with Section 26.13 of the Iowa Code. The engineer for this project, Jerry Selbher with Snyder & Associates, has recommended to approve the substantial completion of this project and to withhold \$7,500 from the contract until the contractor completes grass seeding in spring of 2022.

With City Council approval, this project will be accepted as substantially complete. Approval of the substantial completion of this project will activate the warranties and authorize the partial release of the retainage, in the amount of \$10,569.75, to the contractor 30 days after project acceptance, if no claims have been filed against the project. The remaining retainage of \$7,500 will only be released after the contractor completes the seeding in the spring of 2022.

The final Pay Application No. 3, in the amount of \$6,541, includes final work completed for sewers, traffic control, site work and landscaping, and related construction activities. The Change Order No. 2, for an amount of (\$3,770), is final and it reflects changes to the contract price primarily due to final quantity adjustments and for temporary seeding. The total cost breakdown to date is listed as follows:

Summary of Contract:	Total Amounts	Council Approval Date:
Original Contract Total:	\$210,620.00	21-Jun-21
Change Order 1	\$4,545.00	1-Nov-21
Change Order 2	(\$3,770.00)	15-Nov-21

*

Total Contract:	\$211,395.00
-----------------	--------------

Summary of Pay Requests:	Total Amounts:	Council Approval Date:
Pay Request No. 1	\$26,110.99	4-Oct-21
Pay Request No. 2	\$160,673.26	1-Nov-21
Pay Request No. 3	\$6,541.00	15-Nov-21*
Total Amount Paid:	\$193,325.25 *	
Retainage:	\$10,569.75 *	
Restoration Retainer	\$7,500.00*	
Amount Remaining on the Contract:	\$0.00 *	

**Pay application and change order are submitted for City Council approval on November 15, 2021.*

Budget Impact:

Recommendation: Staff recommends approving the resolution to accept the completion of the Valley Place reconstruction Project and to approve the partial release of the final retainage, in the amount of \$10,569.75, in 30 days, if no claims have been filed against this project. Staff also recommends approving the supplemental contract with TK Concrete, Inc. to hold \$7,500.00 from this contract to ensure the seeding is completed in Spring-2022.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Resolution approving Payment Application Number 3 and Change Order Number 2 for the Valley Place Reconstruction Project.

Recommendation: Roll call is in order.

Attachments:

1. PartialPaymentApp03_Letter_2021-11-15_Valley-Place
2. Pay App 3 and CO 2 Signed
3. 11152021 RES Valley Place Pay3 and CO2

November 15, 2021

Akhilesh Pal, P.E.
City of Indianola
110 North 1st Street
Indianola, IA 50125

RE: PARTIAL PAYMENT APPLICATION NO.3
CHANGE ORDER NO. 2
SUPPLEMENTARY CONTRACT FOR RESTORATION
VALLEY PLACE RECONSTRUCTION PROJECT

Dear Mr. Pal:

Partial Payment Application No.3 includes work completed between October 10, 2021, and October 30, 2021. The contractor has worked on subdrain cleanouts, concrete and sidewalk paving, subgrade shaping and preparation, subbase construction, temporary seeding and mulching, erosion control, and traffic signalization and control among other associated tasks. The contractor had until October 30, 2021, to complete the work.

Change Order No. 2, which is submitted along with this letter, brings the contract into harmony with the work complete in the field. Furthermore, Change Order No. 2 brings all project quantities to one hundred percent (100%). Additional information is included in Changer Order No. 2 which further describes the nature of the changes.

Several work items were reduced to match the actual quantities constructed. Those items reduced included:

- Item 8.4: Remove and Reinstall Street Signs – reduced by 1 sign.
- Item 9.1: Hydraulic Seeding, Fertilizing, and Mulching – reduced by 0.1 acres.
- Item 9.2: Filter Socks, 8-inch – reduced by 445 linear feet.
- Item 9.3: Filter Socks, Removal – reduced by 445 linear feet.

Pertaining to ground restoration, construction progressed too late into the fall to seed and establish a viable stand of grass. As such, Item 9.4: *Temporary Seeding and Mulching* was added to stabilize soils prior to freezing temperatures. Additionally, a Supplementary Contract is being submitted with this letter that sets forth provisions for seeding the project in the Spring of 2022.

The Supplementary Contract retains \$7,500 of earned payment for work that is estimated to cost \$2,500. Should TK Concrete fulfill the requirements of the Supplementary Contract, the \$7,500 retainer and \$2,500 contract price for seeding will be paid to TK Concrete within 30 days of acceptance. The deadline to complete the work is April 30, 2022.

As shown in the attached documents, Change Order No. 2 totals **(\$3,770.00)** and decreases the contract's value from **\$215,165.00** to **\$211,395.00**.

It is Snyder & Associates' recommendation that a change order be enacted in the amount of **(\$3,770.00)** and payment of **\$6,541.00** be made to the Contractor, TK Concrete, Inc. One hundred percent (100%) of construction is complete when comparing the *earned value*, the dollar amount of work completed, to the total contract amount.

The total amount earned thus far minus 5% retainage (\$10,569.75) and the restoration retainer (\$7,500.00) is shared as follows:

	P.P.A. No. 1	P.P.A. No. 2	P.P.A. No. 3	Total
Total:	\$26,110.99	\$160,673.26	\$6,541.00	\$193,325.25

The Engineer considers the project substantially complete as the street was opened to traffic on Friday, October 15th. A walk-through was completed on the afternoon of Wednesday, November 3rd and a final punch list was compiled and published. The punch list was completed on Monday, November 8th.

The Engineer estimates that all project work items have been constructed in conformance with plans and specifications and recommends acceptance and close out of the project at the Monday, November 15th City Council meeting. The Engineer recommends the final pay application and change order be accepted, and the retainage in the amount of **\$10,569.75** be released to TK Concrete no sooner than 30 days after November 15th. The Engineer recommends the restoration retainer in the amount of **\$7,500.00** be held until the requirements of the Supplementary Contract are met.

Sincerely,

SNYDER & ASSOCIATES, INC.



Jerry Selbher, P.E.
Project Manager

Enclosure

**APPLICATION FOR PARTIAL PAYMENT NO. 3**

PROJECT: Valley Place Reconstruction

S&A PROJECT NO.: 121.0135

OWNER: City of Indianola
PRIME CONTRACTOR: TK Concrete, Inc.
1608 Fifield Road
Pella, Iowa 50219

DATE: October 4, 2021

PAYMENT PERIOD: 10/10/2021 to 10/30/21

1. CONTRACT SUMMARY:

Original Contract Amount: \$ 210,620.00
Net Change by Change Order: \$ 775.00
Contract Amount to Date: \$ 211,395.00

CONTRACT PERIOD: CALENDAR DATE

Original Contract Date: June 21, 2021

Original Completion Date: October 30, 2021

2. WORK SUMMARY:

Total Work Performed to Date: \$ 211,395.00
Total Stockpiled Materials:
Less Stockpiled Materials:
Retainage: \$ 10,569.75
Restoration Retainer: \$ 7,500.00
Total Earned Less Retainage & LDs: \$ 193,325.25
Less Previous Applications for Payment: \$ 186,784.25
AMOUNT DUE THIS APPLICATION: \$ 6,541.00

3. CONTRACTOR'S CERTIFICATION:

The undersigned CONTRACTOR certifies that:

- (1) all previous progress payments received from OWNER on account of Work done under the contract referred to above have been applied to discharge in full all obligations of CONTRACTOR incurred in connection with the Work covered by prior Applications for Payment; and
(2) title to all materials and equipment incorporated in said Work or otherwise listed in or covered by the application for Payment are free and clear of all liens, claims, security interests, and encumbrances

TK Concrete, Inc.

CONTRACTOR

By

DATE:

11-5-21

4. ENGINEER'S APPROVAL:

Payment of the above AMOUNT DUE THIS APPLICATION is recommended:

Snyder & Associates, Inc.

ENGINEER

By

DATE:

11-8-2021

5. OWNER'S APPROVAL

City of Indianola

OWNER

By

DATE:

6. DETAILED ESTIMATE OF WORK COMPLETED:

BASE BID SUMMARY																
ITEM NO.	DESCRIPTION OF WORK	QUANTITY				UNIT	UNIT PRICE	TOTAL COST	WORK COMPLETED				%	CO#		
		ESTIMATED	PREVIOUS	CURRENT	TO DATE				PREVIOUS	CURRENT	TO DATE					
	EARTHWORK															
2.1	Topsoil, On-site	60	60.0	0.0	60.0	CY	\$ 25.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%				
2.2	Topsoil, Off-site	15	15.0	0.0	15.0	CY	\$ 75.00	\$ 1,125.00	\$ 1,125.00	\$ -	\$ 1,125.00	100%				
2.3	Excavation, Class 10	162	162.0	0.0	162.0	CY	\$ 20.00	\$ 3,240.00	\$ 3,240.00	\$ -	\$ 3,240.00	100%				
2.4	Subgrade Preparation	970	970.0	0.0	970.0	SY	\$ 3.00	\$ 2,910.00	\$ 2,910.00	\$ -	\$ 2,910.00	100%				
2.5	Subbase, Modified, 6"	970	970.0	0.0	970.0	SY	\$ 10.00	\$ 9,700.00	\$ 9,700.00	\$ -	\$ 9,700.00	100%				
2.6	Compaction Testing	1	1.0	0.0	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%				
	SEWERS AND DRAINS															
4.1	Subdrain, PVC, 6"	480	480.0	0.0	480.0	LF	\$ 20.85	\$ 10,008.00	\$ 10,008.00	\$ -	\$ 10,008.00	100%				
4.2	Subdrain Cleanout, PVC, 6", Type A-1	4	0.0	4.0	4.0	EA	\$ 375.00	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,500.00	100%				
4.3	Subdrain, Outlets and Connections Into Structure, 6'	4	4.0	0.0	4.0	EA	\$ 750.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%				
	STRUCTURES FOR SANITARY AND STORM															
6.1	Manhole Adjustment, Minor	1	1.0	0.0	1.0	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	100%				
6.2	Reconstruct Intake Throat	2	2.0	0.0	2.0	EA	\$ 1,500.00	\$ 3,000.00	\$ 3,000.00	\$ -	\$ 3,000.00	100%				
	STREETS AND RELATED WORK															
7.1	Pavement, PCC, 8"	857	857.0	0.0	857.0	SY	\$ 75.00	\$ 64,275.00	\$ 64,275.00	\$ -	\$ 64,275.00	100%				
7.2	PCC Pavement Samples and Testing	1	1.0	0.0	1.0	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ -	\$ 1,500.00	100%				
7.3	Removal of Sidewalk	110	110.0	0.0	110.0	SY	\$ 10.00	\$ 1,100.00	\$ 1,100.00	\$ -	\$ 1,100.00	100%				
7.4	Sidewalk, PCC, 4"	22	22.0	0.0	22.0	SY	\$ 75.00	\$ 1,650.00	\$ 1,650.00	\$ -	\$ 1,650.00	100%				
7.5	Sidewalk, PCC, 6"	64	64.0	0.0	64.0	SY	\$ 85.00	\$ 5,440.00	\$ 5,440.00	\$ -	\$ 5,440.00	100%				
7.6	Detectable Warning	84	84.0	0.0	84.0	SF	\$ 40.00	\$ 3,360.00	\$ 3,360.00	\$ -	\$ 3,360.00	100%				
7.7	Pavement Removal	891	891.0	0.0	891.0	SY	\$ 12.00	\$ 10,692.00	\$ 10,692.00	\$ -	\$ 10,692.00	100%				
	TRAFFIC CONTROL															
8.1	Temporary Traffic Control	1	1.00	0.00	1.00	LS	\$ 6,900.00	\$ 6,900.00	\$ 6,900.00	\$ -	\$ 6,900.00	100%				
8.2	Loop Detectors	3	3.00	0.00	3.00	EA	\$ 2,640.00	\$ 7,920.00	\$ 7,920.00	\$ -	\$ 7,920.00	100%				
8.3	Pedestrian Push Buttons	1	0.00	1.00	1.00	LS	\$ 10,350.00	\$ 10,350.00	\$ -	\$ 10,350.00	\$ 10,350.00	100%				
8.4	Remove and Reinstall Street Signs	3	0.00	3.00	3.00	EA	\$ 450.00	\$ 1,350.00	\$ -	\$ 1,350.00	\$ 1,350.00	100%				
	SITE WORK AND LANDSCAPING															
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	0.1	0.0	0.1	0.1	ACRE	\$ 25,000.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 2,500.00	100%				
9.2	Filter Sock, 8"	475	0.0	475.0	475.0	LF	\$ 5.00	\$ 2,375.00	\$ -	\$ 2,375.00	\$ 2,375.00	100%				
9.3	Filter Socks, Removal	475	0.0	475.0	475.0	LF	\$ 1.00	\$ 475.00	\$ -	\$ 475.00	\$ 475.00	100%				
	MISCELLANEOUS															
11.1	Construction Survey	1	1.00	0.00	1.00	LS	\$ 22,500.00	\$ 22,500.00	\$ 22,500.00	\$ -	\$ 22,500.00	100%				
11.2	Mobilization	1	1.00	0.00	1.00	LS	\$ 29,000.00	\$ 29,000.00	\$ 29,000.00	\$ -	\$ 29,000.00	100%				
11.3	Concrete Washout	1	1.00	0.00	1.00	LS	\$ 1,250.00	\$ 1,250.00	\$ 1,250.00	\$ -	\$ 1,250.00	100%				
TOTAL BASE BID CONTRACT = \$ 210,620.00									\$ 192,070.00	\$ 18,550.00	\$ 210,620.00	100.0%				
CHANGE ORDER NO. 1 SUMMARY		QUANTITY							WORK COMPLETED							
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED	PREVIOUS	CURRENT	TO DATE	UNIT	UNIT PRICE	TOTAL COST	PREVIOUS	CURRENT	TO DATE	%	CO#			
2.7	Excavation of Unknown Structure	1.0		1.0	1.0	LS	\$ 1,000.00	\$ 1,000.00	\$ -	\$ 1,000.00	\$ 1,000.00	100%	1			
4.1	Subdrain, PVC, 6"	40.0		40.0	40.0	LF	\$ 20.85	\$ 834.00	\$ -	\$ 834.00	\$ 834.00	100%	1			
4.3	Subdrain, Outlets and Connections Into Structure, 6"	-2.0		-2.0	-2.0	EA	\$ 750.00	\$ (1,500.00)	\$ -	\$ (1,500.00)	\$ (1,500.00)	100%	1			
6.2	Reconstruct Intake Throat	-2.0		-2.0	-2.0	EA	\$ 1,500.00	\$ (3,000.00)	\$ -	\$ (3,000.00)	\$ (3,000.00)	100%	1			
7.1	Pavement, PCC, 8"	65.0		65.0	65.0	SY	\$ 75.00	\$ 4,875.00	\$ -	\$ 4,875.00	\$ 4,875.00	100%	1			
7.3	Removal of Sidewalk	-26.0		-26.0	-26.0	SY	\$ 10.00	\$ (260.00)	\$ -	\$ (260.00)	\$ (260.00)	100%	1			
7.4	Sidewalk, PCC, 4"	22.0		22.0	22.0	SY	\$ 75.00	\$ 1,650.00	\$ -	\$ 1,650.00	\$ 1,650.00	100%	1			
7.5	Sidewalk, PCC, 6"	-17.0		-17.0	-17.0	SY	\$ 85.00	\$ (1,445.00)	\$ -	\$ (1,445.00)	\$ (1,445.00)	100%	1			
7.6	Detectable Warning	12.0		12.0	12.0	SF	\$ 40.00	\$ 480.00	\$ -	\$ 480.00	\$ 480.00	100%	1			
7.7	Pavement Removal	78.0		78.0	78.0	SY	\$ 12.00	\$ 936.00	\$ -	\$ 936.00	\$ 936.00	100%	1			
8.5	Portable Message Boards	3.0		3.0	3.0	CDAY	\$ 325.00	\$ 975.00	\$ -	\$ 975.00	\$ 975.00	100%	1			
TOTAL COST = \$ 4,545.00									TOTAL COST = \$ 4,545.00							
CHANGE ORDER NO. 2 SUMMARY		QUANTITY							WORK COMPLETED							
ITEM NO.	DESCRIPTION OF WORK	ESTIMATED	PREVIOUS	CURRENT	TO DATE	UNIT	UNIT PRICE	TOTAL COST	PREVIOUS	CURRENT	TO DATE	%	CO#			
8.4	Remove and Reinstall Street Signs	-1.0		-1.0	-1.0	EA	\$ 450.00	\$ (450.00)	\$ -	\$ (450.00)	\$ (450.00)	100%	2			
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	-0.1		-0.1	-0.1	ACRE	\$ 25,000.00	\$ (2,500.00)	\$ -	\$ (2,500.00)	\$ (2,500.00)	100%	2			
9.2	Filter Sock, 8"	-445.0		-445.0	-445.0	LF	\$ 5.00	\$ (2,225.00)	\$ -	\$ (2,225.00)	\$ (2,225.00)	100%	2			
9.3	Filter Socks, Removal	-445.0		-445.0	-445.0	LF	\$ 1.00	\$ (445.00)	\$ -	\$ (445.00)	\$ (445.00)	100%	2			
9.4	Temporary Seeding, Seeding and Mulching	1.0		1.0	1.0	LS	\$ 1,850.00	\$ 1,850.00	\$ -	\$ 1,850.00	\$ 1,850.00	100%	2			
TOTAL COST = \$ (3,770.00)									TOTAL COST = \$ (3,770.00)							
TOTAL CHANGE ORDER NO. 1 = \$ 4,545.00									\$ 4,545.00							
TOTAL CHANGE ORDER NO. 2 = \$ (3,770.00)									\$ (3,770.00)							
TOTAL CHANGE ORDERS = \$ 775.00									\$ 775.00							
ORIGINAL CONTRACT PRICE = \$ 210,620.00																
REVISED CONTRACT PRICE = \$ 211,395.00																
									WORK COMPLETED TO DATE \$ 211,395.00 100.0%							

CHANGE ORDER NO. 2

OWNER: City of Indianola

PROJECT: Valley Place Reconstruction
S&A PROJECT #: 121.0135

To: TK Concrete, Inc.
Contractor
1608 Fifield Road
Address
Pella, Iowa 50219
City, State, Zip

You are directed to make the following changes in this contract:

1. Description of change to be made:

- 8.4 Quantity adjusted to match constructed quantities
- 9.1 Quantity reduced by 100%.
- 9.2 Quantity adjusted to match constructed quantities
- 9.3 Quantity adjusted to match constructed quantities
- 9.4 Added temporary seed and mulch.

2. Reason for Change:

- 8.4 One of the three signs tabulated was not removed prior to construction.
- 9.1 Permanent seeding and mulching could not be constructed due to cold temperatures. The work item will become a supplementary contract to be completed in the spring of 2022.
- 9.2 Contractor did not use plan quantity.
- 9.3 Contractor did not use plan quantity.
- 9.4 Added temporary seed and mulch to protect site soils prior to winter.

3. Settlement for the cost of making the change shall be as follows:

Item No.	Item Description	Quantity	Unit	Unit Price	Total Price
8.4	Remove and Reinstall Street Signs	-1.0	EA	\$450.00	-\$450.00
9.1	Hydraulic Seeding, Seeding, Fertilizing, and Mulching	-0.1	ACRE	\$25,000.00	-\$2,500.00
9.2	Filter Sock, 8"	-445.0	LF	\$5.00	-\$2,225.00
9.3	Filter Socks, Removal	-445.0	LF	\$1.00	-\$445.00
9.4	Temporary Seeding, Seeding and Mulching	1.0	LS	\$1,850.00	\$1,850.00
TOTAL:					-\$3,770.00

4. This change order will result in a net change in the contract completion time of days and a net change #REF!

Approved funds and contract completion date as per (Engineer's Estimate, Contract or last approved C.O.)

Change due to this C.O. (+ or -)

Totals including this C.O.:

Contract Amount	Contract Completion Date
\$215,165.00	October 30, 2021
(\$3,770.00)	
\$211,395.00	October 30, 2021

The change described herein is understood, and the terms of settlement are hereby agreed to:

TK Concrete, Inc.

CONTRACTOR

By

DATE:

11-5-21

Snyder & Associates, Inc.

ENGINEER

By

DATE:

11-8-2021

City of Indianola

OWNER

By

DATE:

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION APPROVING PAY APPLICATION NO. 3 AND CHANGE ORDER NO. 2
FOR THE VALLEY PLACE RECONSTRUCTION PROJECT**

WHEREAS, the City of Indianola is currently under obligation of a construction contract with TK Concrete, Inc. for the Valley Place Reconstruction Project (will be known as the "Project"); and

WHEREAS, the scope of work associated with this project is primarily to replace the failed concrete pavement on Valley Place, located between North 1st Street and North Jefferson Way; and

WHEREAS, the construction contract for this Project has been awarded to TK Concrete, Inc.; and

WHEREAS, TK Concrete, Inc. has submitted Pay Application No. 3 and Change Order No. 2 as described on the attached applications; and

WHEREAS, additional labor and materials are needed on the project as described on the attached Change Order No 2; and

WHEREAS, the City Council now deems it appropriate to approve Pay Application No. 3 and Change Order No. 2 as attached.

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

1. Change Order No 2 to decrease the contract amount by \$3,770.00 is hereby approved
2. Pay Application No 3 in the amount of \$6,541.00 shall be paid
3. Mayor and City Clerk is hereby authorized to sign the documents on behalf of the City of Indianola

Approved this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Resolution approving the substantial completion and a supplemental contract with TK Concrete for the Valley Place Reconstruction Project

Recommendation: Roll call is in order.

Attachments:

1. 11152021 RES Completion Valley Pl
2. Supplemental Contract Valley Place

RESOLUTION NO. _____

RESOLUTION APPROVING THE SUBSTANTIAL COMPLETION AND A SUPPLEMENTAL CONTRACT WITH TK CONCRETE, INC. FOR THE VALLEY PLACE RECONSTRUCTION PROJECT

WHEREAS, on June 21, 2021, the City Council of the City of Indianola, Iowa authorized a contract with the construction contractor, TK Concrete, Inc. (will be known as the "Contractor"), for the Valley Place reconstruction Project (will be known as the "Project"); and

WHEREAS, the scope of the said project included reconstructing the pavement and upgrading ADA accessible sidewalk ramps on Valley Place, from North 1st Street to North Jefferson Way; and

WHEREAS, the work has been substantially completed on this project in compliance with the plans, specifications, and contract documents; and

WHEREAS, the consultant engineer for this project, Snyder & Associates, Inc., has recommended to approve the substantial completion of this project by the construction contractor; and

WHEREAS, during the project construction phase, certain changes to the project scope were required, which has resulted in a final contract price of \$211,395.00; and

WHEREAS, seeding of grass is required on properties impacted by this project, which should result in withholding an amount of \$7,500.00 that can be released after this work is completed by the contractor.

WHEREAS, the supplemental contract with TK Concrete, Inc. will withhold \$7,500.00 from this contract to ensure the seeding is completed in Spring-2022.

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

Section 1. That it is hereby found and determined that the work of said project, been duly and substantially completed by the contractor in accordance with the terms of the contract and the same is hereby accepted and approved.

Section 2. That it is hereby found and determined that the total cost of said project is in the amount of \$211,395.00, which includes a retainage, in the amount of \$10,569.75, and a supplemental contract for landscaping restoration retainer, in the amount of \$7,500. The retainage, in the amount of \$10,569.75, should be released to the Contractor, after 30 days of acceptance of this project, if no claims have been filed. The supplemental contract for landscaping restoration retainer, in the amount of \$7,500 should be released after the contractor completes the reseeding in the spring of 2022.

Section 3. That the supplemental contract with TK Concrete, Inc. is hereby approved, and the mayor is authorized to execute all necessary documents associated with this project, which will withhold \$7,500.00 from this contract to ensure that contractor is responsible for the remaining work for seeding.

Section 4. That all amounts due to the contractor are hereby ordered to be paid in accordance with the contract procedures prescribed by the Code of Iowa.

Section 5. That all resolutions or parts of resolutions in conflict herewith be, and the same, are hereby repealed to the extent of such conflict.

Passed and approved this 15th day of November 2021.

Pamela Pepper, Mayor

ATTEST:

Andrew J. Lent , City Clerk/CFO

SUPPLEMENTAL CONTRACT
Valley Place Reconstruction Project

THIS AGREEMENT, made this 8 day of November, 2021, by and between
City of Indianola, hereinafter called "OWNER"
and TK Concrete, Inc.
doing business as a Corporation
("corporation", or "partnership" or "individual"), hereinafter called "CONTRACTOR".

WHEREAS:

1. The OWNER and CONTRACTOR interceded into an AGREEMENT for the PROJECT, Valley Place Reconstruction in the City of Indianola, on June 21, 2021, AND
2. The PROJECT is substantially complete except for permanent seeding, fertilizing, and mulching as discussed herein, AND
3. The parties wish to enter into a supplemental agreement to accept the completed portions of the PROJECT, and set forth terms and conditions for the completion of remaining work items.

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

1. The CONTRACTOR will fully complete the Hydraulic Seeding, Fertilizing, and Mulching (original Bid Item 9.1) task of the Valley Place Reconstruction project by April 30, 2022.
2. The CONTRACTOR will furnish all materials, supplies, tools, equipment, labor, and other services necessary to complete Hydraulic Seeding, Fertilizing, and Mulching (original Bid Item 9.1) as described in the Contract Documents. In part, Iowa SUDAS 9010, 3.10, A as noted below:

3.10 ACCEPTANCE AND WARRANTY

A. Acceptance:

1. Guarantee in writing that all work has been completed as specified and provide the date that all activities were completed. When a warranty is a separately-bid item, this also establishes the beginning of the warranty period.
 2. Acceptance will occur, provided seeded areas are in a live, healthy, growing, and well-established condition without eroded areas, bare spots, weeds, undesirable grasses, disease, or insects.
 - a. Projects without a separately-bid warranty will be accepted no sooner than 60 days from the date that all activities were completed.
 - b. When a warranty is established as a bid item and the warranty period excludes 60 days, projects may be accepted after all specified work, excluding the warranty, is satisfactorily completed, and a supplemental contract for the warranty is executed according to the Code of Iowa Section 573.27.
3. Per Specification, the OWNER will pay to the CONTRACTOR the full amount stated herein no less than 60 days from the date that all activities are completed and within 30 days of acceptance of the work by the Owner. The Contract amount is \$2,500.
 4. The CONTRACTOR agrees for the OWNER to retain \$7,500.00 from the original Contract (300% of original Bid Item 9.1, Hydraulic Seeding, Fertilizing, and Mulching) as surety that the CONTRACTOR will perform all the work described in the Contract Documents and comply with the terms therein.
 5. Upon completion and acceptance by the OWNER of original Bid Item 9.1, Hydraulic Seeding, Fertilizing, and Mulching, per the Contract Documents and the terms therein, the OWNER shall make a lump sum payment of \$2,500 and release the \$7,500 retainer to the CONTRACTOR.
 6. If the contractor fails to complete the work by the completion date listed in this AGREEMENT, the City is authorized to use the funds withheld for completion of the work and all \$7,500 will be forfeited.
 7. This AGREEMENT shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this AGREEMENT in three (3) counterparts each of which shall be deemed an original on the date first above written.

OWNER:

City of Indianola

BY: _____

NAME: _____

TITLE: _____

(SEAL)
ATTEST:

NAME

TITLE

CONTRACTOR:

BY: TK Concrete, Inc

NAME: [Signature]

ADDRESS: 1608 Fi-Field Road
Pella, IA 50219



(SEAL)
ATTEST:

[Signature]
NAME Blane Reutter



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: November 15, 2021
Subject: Resolution approving an agreement with Allender Butzke Engineers Inc for geotechnical construction testing services on Heritage Hills Plat 11.

Introduction: Staff has received notification to begin the construction of the public infrastructure for the proposed subdivision on Heritage Hills – Plat 11.

Background: As a part of this construction process and based on SUDAS standards, geotechnical materials testing services will be required for the proposed subdivision.

Discussion: These materials testing services will include earthwork observation and compaction testing; laboratory soil/aggregate testing; and portland cement concrete testing. This service will help towards ensuring that the public infrastructure meets its design life.

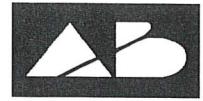
The proposed agreement with Allender Butzke Engineers Inc. has an estimated cost to perform the proposed services for \$7,596.08. The proposed services are an estimate because of the construction contractor's schedule and how often the consultant is called to the site to perform these material testing services, which will dictate the final fee for these services. The expenses for these services should be reimbursed by the developer.

Budget Impact:

Recommendation: Staff recommends approving the agreement with Allender Butzke Engineers Inc. for providing the geotechnical materials testing services on Heritage Hills – Plat 11.

Attachments:

1. 219235 Heritage Hills Plat 11
2. 11152021 RES ABE Heritage Hills Plat11



STANDARD AGREEMENT FOR PROFESSIONAL SERVICES

PROJECT NAME: Heritage Hills Plat 11 **PP:** 219235
PROJECT ADDRESS: W Orchard Ave & County Club Road
Indianola, Iowa
CLIENT: City of Indianola Attn: Akhilesh Pal, P.E.
ADDRESS: 706 N 6th Street
Indianola, Iowa

SCOPE: Perform the field and laboratory test and observation services listed on the enclosed Proposal No. 219235 during construction of this project. Services will be provided on a part time basis with project control and scheduling (24 hour notice) the responsibility of the contractor. Additional services are available upon request.

COMPENSATION TERMS: The services will be invoiced on the basis of the unit prices listed on the enclosed Proposal No. 219235. The estimated total is for example budget purposes only and the final cost may be lower or higher based on the actual amount of services provided, which is not under ABE's control. The various contractors primarily decide when they need tests, how many tests are required to represent their work, and if we need to provide services during overtime hours (after normal weekday business hours, weekends, and holidays). It is understood that, unless otherwise arranged in writing, verbal requests for services that exceed the estimated total amount are considered authorization to provide the services and receive payment for same. Additional services are available at the current ABE fee schedule rates.

Services covered by the Agreement will be performed in accordance with the GENERAL CONDITIONS stated on the following page and any attachments or schedules. This Agreement supersedes all prior agreements and understandings and may only be changed by written amendment executed by both parties.

PROPOSED BY ABE INC.

By: Brennan Drea
Brennan Drea
Title: Staff Engineer
Date: 09/21/21

ACCEPTED FOR CLIENT

By: _____
Printed Name
Title: _____
Date: _____

PLEASE SIGN AND RETURN ACCEPTANCE AGREEMENT TO OUR OFFICE, THANK YOU!

1. PARTIES AND SCOPE OF WORK: Allender Butzke Engineers (hereinafter referred to as "ABE") shall perform the work as set forth in ABE's proposal, the client's acceptance thereof if accepted by ABE and these General Conditions. "Client" refers to the person or business entity ordering the work to be done by ABE. If the client is ordering the work on behalf of another, the client represents and warrants that the client is the duly authorized agent of said party for the purpose of ordering and directing said work. Unless otherwise stated in writing, the client assumes sole responsibility for determining whether the quantity and the nature of the work ordered by the client is adequate and sufficient for the client's intended purpose. Client shall communicate these General Conditions to each and every third party to whom the client transmits any part of ABE's work. ABE shall have no duty or obligation to any third party greater than that set forth in ABE's proposal, client's acceptance thereof and these General Conditions. The ordering of work from ABE shall constitute acceptance of the terms of ABE's proposal and these General Conditions.

2. TESTS AND INSPECTIONS: Client shall cause all tests and inspections of the site, materials and work performed by ABE or others to be timely and properly performed in accordance with the plans, specifications and contract documents and ABE's recommendations. No claims for loss, damage or injury shall be brought against ABE by client or any third party unless all tests and inspections have been so performed and unless ABE's recommendations have been followed. Client agrees to indemnify, defend and hold ABE, its officers, employees and agents harmless from any and all claims, suits, losses, costs and expenses, including, but not limited to, court costs and reasonable attorney's fees in the event that all such tests and inspections are not so performed or ABE's recommendations are not so followed except to the extent that such failure is the result of the negligence, willful or wanton act or omission of ABE, its officers, agents or employees, subject to the limitation contained in paragraph 9.

3. SCHEDULING OF WORK: The services set forth in ABE's proposal and client's acceptance will be accomplished in a timely, workmanlike and professional manner by ABE personnel at the prices quoted. If ABE is required to delay commencement of the work or if, upon embarking upon its work, ABE is required to stop or interrupt the progress of its work as a result of changes in the scope of the work requested by the client, to fulfill the requirements of third parties, interruptions in the progress of construction, or other causes beyond the direct reasonable control of ABE, additional charges will be applicable and payable by client.

4. ACCESS TO SITE: Client will arrange and provide such access to the site as is necessary for ABE to perform the work. ABE shall take reasonable measures and precautions to minimize damage to the site and any improvements located thereon as the result of its work or the use of its equipment; however, ABE has not included in its fee the cost of restoration of damage which may occur. If client desires or requires ABE to restore the site to its former condition, upon written request ABE will perform such additional work as is necessary to do so and client agrees to pay ABE the cost thereof.

5. CLIENT'S DUTY TO NOTIFY ENGINEER: Client represents and warrants that he has advised ABE of any known or suspected hazardous materials, utility lines and pollutants at any site at which ABE is to do work hereunder, and unless ABE has assumed in writing the responsibility of locating subsurface objects, structures, lines or conduits, client agrees to defend, indemnify and save ABE harmless from all claims, suits, losses, costs and expenses, including reasonable attorney's fees as a result of personal injury, death or property damage occurring with respect to ABE's performance of its work and resulting to or caused by contact with subsurface or latent objects, structures, lines or conduits where the actual or potential presence and location thereof was not revealed to ABE by client.

6. RESPONSIBILITY: ABE's work shall not include determining, supervising or implementing the means, methods, techniques, sequences or procedures of construction. ABE shall not be responsible for evaluating, reporting or affecting job conditions concerning health, safety or welfare. ABE's work or failure to perform same shall not in any way excuse any contractor, subcontractor or supplier from performance of its work in accordance with the contract documents. ABE has no right or duty to stop the contractor's work.

7. SAMPLE DISPOSAL: Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test. All drilling samples or specimens will be disposed thirty (30) days after submission of ABE's report.

8. PAYMENT: Client shall be invoiced as work is completed and reported, either periodically or at end of project. Client agrees to pay each invoice within thirty (30) days of its receipt. Client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause in writing within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum

interest rate permitted under applicable law), until paid. Client agrees to pay ABE's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees. ABE shall not be bound by any provision or agreement requiring or providing for arbitration of disputes or controversies arising out of this agreement, and provision wherein ABE waives any rights to a mechanics' lien, or any provision conditioning ABE's right to receive payment for its work upon payment to client by any third party. These General Conditions are notice, where required, that ABE shall file a lien whenever necessary to collect past due amounts. Failure to make payment within 30 days of invoice shall constitute a release of ABE from any and all claims which client may have, either in tort or contract, and whether known or unknown at the time.

9. STANDARD OF CARE: ABE'S SERVICES WILL BE PERFORMED, ITS FINDINGS OBTAINED AND ITS REPORTS PREPARED IN ACCORDANCE WITH THIS AGREEMENT AND WITH GENERALLY ACCEPTED PRINCIPLES AND PRACTICES. IN PERFORMING ITS PROFESSIONAL SERVICES, ABE WILL USE THAT DEGREE OF CARE AND SKILL ORDINARILY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY MEMBERS OF ITS PROFESSION. STATEMENTS MADE IN ABE REPORTS ARE OPINIONS BASED UPON ENGINEERING JUDGMENT AND ARE NOT TO BE CONSTRUED AS REPRESENTATIONS OF FACT.

10. LIMITATION OF LIABILITY: SHOULD ABE OR ANY OF ITS PROFESSIONAL EMPLOYEES BE FOUND TO HAVE BEEN NEGLIGENT IN THE PERFORMANCE OF ITS WORK, OR TO HAVE MADE AND BREACHED ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONTRACT, CLIENT, ALL PARTIES CLAIMING THROUGH CLIENT AND ALL PARTIES CLAIMING TO HAVE IN ANY WAY RELIED UPON ABE'S WORK AGREE THAT THE MAXIMUM AGGREGATE AMOUNT OF THE LIABILITY OF ABE, ITS OFFICERS, EMPLOYEES, AND AGENTS SHALL BE LIMITED TO \$ 20,000.

11. INDEMNITY: Subject to the foregoing limitations, ABE agrees to indemnify and hold client harmless from and against any and all claims, suits, costs and expenses including reasonable attorney's fees and court costs arising out of ABE's negligence to the extent of ABE's negligence. Client shall provide the same protection to the extent of its negligence. In the event that client or client's principal shall bring any suit, cause of action, claim or counterclaim against ABE, the party initiating such action shall pay to ABE the costs and expenses incurred by ABE to investigate, answer and defend it, including reasonable attorney's and witness fees and court costs to the extent that ABE shall prevail in such suit.

12. TERMINATION: This Agreement may be terminated by either party upon seven day's prior written notice. In the event of termination, ABE shall be compensated by client for all services performed up to and including the termination date, including reimbursable expenses, and for the completion of such services, records and reports as are necessary to place ABE's files in order and/or protect its professional reputation.

13. WITNESS FEES: ABE's employees shall not be retained as expert witnesses except by separate, written agreement. Client agrees to pay ABE's legal expenses, administrative costs and fees pursuant to ABE's then current fee schedule for ABE to respond to any subpoena.

14. HAZARDOUS MATERIALS: Nothing contained within this agreement shall be construed or interpreted as requiring ABE to assume the status of an owner, operator, generator, storer, transporter, treater or disposal facility as those terms appear within RCRA or within any Federal or State statute or regulation governing the generation, transportation, treatment, storage and disposal of pollutants. Client assumes full responsibility for compliance with the provisions of RCRA and any other Federal or State statute or regulation governing the handling, treatment, storage and disposal of pollutants.

15. PROVISIONS SEVERABLE: In the event any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

16. ENTIRE AGREEMENT: This agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein. This agreement may be amended, modified or terminated only in writing, signed by each of the parties hereto.

Estimate

Page 1 of 2

ALLENDER BUTZKE ENGINEERS INC.

3660 109th Street - Urbandale, Iowa 50322 - Phone No. 515-252-1979

TO: City of Indianola
706 North 6th Street
Indianola, Iowa

Date: 9/20/2021
Prop.# 219235

ATTN: Akhilesh Pal, P.E.

RE: Construction Testing Services - Heritage Hills Plat 11
Indianola, Iowa

Description of Services	Amount	Unit Price	Total
Compacted Fill Part Time Tests - Site Work and Backfills			
Technician III (2.5-hr minimum)	2.5 hrs	\$67.00 /Hour	\$167.50
Transportation Charges	58 miles	\$0.80 /Mile	\$46.40
Nuclear moisture/density gauge	5 tests	\$15.50 /Test	\$77.50
	Per Trip		\$291.40
	Trips		15
	Sub Total		\$4,371.00
Laboratory Testing of Soil			
Standard Proctor (ASTM D698)	3 tests	\$182.00 /Test	\$546.00
Atterberg Limits (LL, PL)	2 tests	\$112.00 /Test	\$224.00
	Sub Total		\$770.00
Field Concrete Inspection (Including Reinforcing)			
Technician III (2.5-hr minimum)	2.5 hrs	\$67.00 /Hour	\$167.50
Transportation Charges	58 miles	\$0.80 /Mile	\$46.40
	Per Trip		\$213.90
	Trips		2
	Sub Total		\$427.80
Concrete Test Cylinder Pick-Up (Assumes other cylinders picked up during other activities)			
Technician III	1.5 hrs	\$67.00 /Hour	\$100.50
Transportation Charges	58 miles	\$0.80 /Mile	\$46.40
	Per Trip		\$146.90
	Trips		1
	Sub Total		\$146.90
Laboratory Testing of Concrete			
Compressive Strength of Cylinder ASTM C39	4 tests	\$20.60 /Test	\$82.40
4" x 8" cylinder molds	4 ea	\$3.00 /Ea.	\$12.00
Tax on cylinder molds 4" x 8"	4 ea	\$0.210 /Ea.	\$0.84
	Per Set		\$95.24
	Sets		2
	Sub Total		\$190.48
Proof Roll Observations and Onsite Engineering Consultations			
Project Engineer (2.5-hr minimum)	2.5 hrs	\$155.00 /Hour	\$387.50
Transportation Charges	58 miles	\$0.80 /Mile	\$46.40
	Per Trip		\$433.90
	Trips		1
	Sub Total		\$433.90

Estimate

Page 2 of 2

ALLENDER BUTZKE ENGINEERS INC.

3660 109th Street - Urbandale, Iowa 50322 - Phone No. 515-252-1979

TO: City of Indianola
706 North 6th Street
Indianola, Iowa

Date: 9/20/2021
Prop.# 219235

ATTN: Akhilesh Pal, P.E.

RE: Construction Testing Services - Heritage Hills Plat 11
Indianola, Iowa

Description of Services	Amount	Unit Price	Total
Engineering Consultation & Administration			
Engineer Review & Report Preparation(0.5hr. min./report)	8.0 hrs	\$157.00 /Hour	\$1,256.00
		Sub Total	\$1,256.00
<i>Over Time @ 1.5 * Hourly Rate</i>		Total	\$7,596.08

We emphasize that the estimated total cost listed is only an example budget based on the assumed scope we have outlined.

This is not intended as a not-to-exceed price since the scope may not accurately reflect how frequently the contractor will need us on site. The number of tests, trips, and hours on site are primarily controlled by the contractor's scheduling and performing of their construction activities. We recommend that the contractor review our estimated number of tests, trips, and the duration of time necessary on site to determine if our estimated scope is compatible with their production. The estimated budget can be amended with a revised scope. It is understood that, unless otherwise arranged in writing, verbal requests for services that exceed the estimated total amount are considered authorization to provide the services and receive payment for same.

If Allender Butzke Engineers is selected to perform the above tests, a Confirming Agreement will be sent at that time.

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH ALLENDER BUTZKE ENGINEERS INC. FOR
GEOTECHNICAL CONSTRUCTION TESTING SERVICES ON HERITAGE HILLS - PLAT 11**

WHEREAS, the construction of the public infrastructure for the proposed subdivision, on Heritage Hills - Plat 11, requires geotechnical construction testing services, based on Indianola General Supplemental Specifications to SUDAS (Statewide Urban Design and Specifications); and

WHEREAS, the City of Indianola requires engineering professional services associated with the geotechnical materials testing services for the proposed subdivision; and

WHEREAS, Allender Butzke Engineers Inc. has prepared and presented an agreement for those professional services for an estimated amount of \$7,596.08, which may vary depending on the construction contractor's schedule and how frequently these material testing services are required; and

WHEREAS, the Council finds that the proposed agreement with Terracon Consultants, Inc. should be approved, and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the agreement between the City of Indianola and Allender Butzke Engineers Inc., for an estimated amount of \$7,596.08, is hereby approved for the proposed subdivision, on Heritage Hills - Plat 11, and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2021- approving salaries

City of Indianola
RESOLUTION NO 2021-

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:

Trinton Wirth, Operations Specialist – Streets, to R21-4 \$58,087.25/year, effective October 24, 2021; and

Paul Dominguez, Part-time EMS/Paramedic start at \$20.499/hour, effective November 7, 2021; and

Charlie Dissell, Community and Economic Development Director, to CE13-8 \$115,590.53/year, effective November 21, 2021; and

Andrew Lent, Finance Director/Assistant City Manager, to CE13-10 \$121,829.46/year, effective November 21, 2021; and

Cassandra Mosher, Deputy City Clerk/Administrative Clerk to CE4-6 \$47,785.19/year, effective November 21, 2021; and

Jacqueline Raffety, Assistant Finance Director to CE7-5 \$62,677.06/year, effective November 21, 2021; and

Courtney Silliman, Director of Human Resources, to CE10-4 \$78,159.55/year, effective November 21, 2021; and

Ross Marshall, Police Officer, to PO2 \$65,588.72/year, effective December 5, 2021; and

Tanner Ortlund, Police Officer, PO2 \$65,588.72/year, effective December 5, 2021; and

Nicole Stewart, Police Officer, to PO2 \$65,588.72/year, effective December 5, 2021.

Passed and approved this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, Deputy Clerk
Date: November 15, 2021
Subject: Treasurer's Report - Doug Shull

Recommendation: Simple motion to receive and file the report is in order.

Attachments: 1. October 2021 TR

**FINANCIAL REPORT
MONTH OF OCTOBER, 2021**

	Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance
001	General Government	3,106,407.24	225,420.77	213,799.31	130,859.22	5,709.17	3,243,534.29
011	Police	1,726,388.85	817,189.37	327,034.56	500,179.56	5,705.42	2,711,002.81
015	Fire	166,746.91	233,682.93	86,734.54	73,620.68	1,139.75	386,176.23
016	Ambulance	(168,688.53)	307,976.84	189,594.89	168,552.61	6,458.83	111,787.20
041	Library	296,010.69	224,656.75	73,993.10	75,558.06	3,660.00	518,572.40
042	Park & Recreation	440,037.54	436,535.38	143,675.24	114,411.96	4,110.08	843,199.56
045	Memorial Pool	101,254.60	38,087.19	2,597.90	-	-	136,870.89
099	Franchise Fee-MEC	717,824.23	29,299.21	-	-	-	747,123.44
	GENERAL FUND SUB-TOTAL	6,385,981.53	2,312,848.44	1,037,429.54	1,063,182.09	26,783.25	8,698,266.82
110	Road Use Tax (Streets)	2,332,848.77	178,546.80	150,336.53	-	18,039.75	2,342,551.74
112	Trust & Agency	36,668.18	1,003,741.47	-	-	979,114.34	61,295.31
115	YMCA Maintenance Obligations	366,095.03	-	-	-	-	366,095.03
121	Local Option sales Tax	6,896,464.14	158,048.46	-	-	-	7,054,512.60
125	TIF	5,424,708.09	539,622.04	-	-	-	5,964,330.13
141	Library Special Revenue	58,891.36	5,537.84	877.04	-	-	63,552.16
142	Park & Rec Special Revenue	59,005.45	-	9,273.54	-	-	49,731.91
160	Downtown Revolving Loan	138,723.44	-	-	-	-	138,723.44
161	Downtown BIZ Program	121,889.70	4,362.37	436.71	-	-	125,815.36
177	Police Forfeiture	19,830.07	-	-	-	-	19,830.07
190	Vehicle Reserve	626,738.78	-	203,713.99	-	-	423,024.79
	SPECIAL REVENUE SUB-TOTAL	16,081,863.01	1,889,858.98	364,637.81	-	997,154.09	16,609,462.54
200	DEBT SERVICE (SUB-TOTAL)	755,622.79	375,102.31	300.00	-	-	1,130,425.10
301	Capital Projects (General)	717,275.96	3,810.00	401.29	-	-	720,684.67
321	Capital Projects (Streets)	89,629.77	-	32,694.25	-	-	56,935.52
322	Downtown Square Streetscape	3,226,577.51	-	520,373.85	-	-	2,706,203.66
323	Hillcrest Ave Improvements	3,417,993.11	-	7,286.00	-	-	3,410,707.11
324	K Street Improvements	3,480,802.77	-	3,533.75	-	-	3,477,269.02
325	ARPA Funds	1,160,415.04	-	5,809.30	-	-	1,154,605.74
353	Community Redevelopment (D&D)	88,537.03	-	-	-	-	88,537.03
	CAPITAL PROJECTS SUB-TOTAL	12,181,231.19	-	569,697.15	-	-	11,614,942.75
541	LIBRARY ENDOWMENT FUND	44,664.19	21.58	-	-	-	44,685.77
610	Sewer	1,028,043.35	562.50	118,897.35	158,333.33	37,644.75	1,030,397.08
650	Stormwater Utility	538,860.24	54,749.04	2,683.55	-	800.00	590,125.73
670	Recycling	147,411.30	26,587.56	25,474.93	-	800.00	147,723.93
710	Sewer Capital Projects	1,315,123.40	342,861.22	187,122.82	-	158,333.33	1,312,528.47
771	Sewer Reserve	114,238.70	-	-	-	-	114,238.70
781	WRRF Construction	397,023.47	2,699,866.05	2,736,594.74	-	-	360,294.78
791	Sewer Revenue Bonds	550,743.29	-	19,250.00	-	-	531,493.29
820	Health Insurance	2,280,803.03	145,951.38	91,278.63	-	-	2,335,475.78
830	Health Reimbursement Accounts	5,607.71	-	-	-	-	5,607.71
840	Flex/STD	185,860.51	362.31	342.81	-	-	185,880.01
850	Liability Insurance Reserve-City	(34,765.30)	-	6,998.68	-	-	(41,763.98)
	CITY UTILITY & is SUB-TOTAL	6,528,949.70	3,270,940.06	3,188,643.51	158,333.33	197,578.08	6,572,001.50
	City Funds Subtotal	41,978,312.41	7,848,771.37	5,160,708.01	1,221,515.42	1,221,515.42	44,669,784.48
	IMU Funds in Casselle	(13,315.48)	13,921.57	420,680.50	-	1,570.00	(421,644.41)
	GRAND TOTAL CITY FUNDS	41,964,996.93	7,862,692.94	5,581,388.51	1,221,515.42	1,223,085.42	44,248,140.07
	Cross Check Total						44,248,140.07
Investments					Clerk's Balance		44,248,140.07
Bankers Trust	\$	20,893,301.14	1.80%				
Iowa Public Agency Inv. Trust	\$	116,217.75	0.01%				
Payroll Account, TruBank	\$	-					
Checking Account, TruBank	\$	13,331,436.17	0.20%		Plus Outstanding Checks	\$	339,667.74
Sweep Account, TruBank	\$	10,036,527.58	0.40%		Minus Outstanding Deposits	\$	(682.99)
Indianola Hometown Pride, TruBank	\$	5,285.44			Bank Adjustment	\$	507.29
Indianola EMS - TruBank	\$	203,078.33			Book Adjustment		-45.00
Wells Fargo	\$	1,740.70					
BANK BALANCE		44,587,587.11					44,587,587.11

Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance
600 Water	20,227.62	2,512.72	77,230.85	-	1,170.00	(55,660.51)
620 IMU Administration	(3,925.23)	1,082.33	77,339.68	-	-	(80,182.58)
630 Electric	(25,212.68)	5,210.75	183,434.20	-	400.00	(203,836.13)
640 Fiber/Communications	(3,367.70)	4,143.69	81,992.84	-	-	(81,216.85)
700 Water Capital Projects	-	-	-	-	-	-
730 Electric Capital Projects	(74.49)	9.08	-	-	-	(65.41)
740 Fiber/Comm Capital Projects	(963.00)	963.00	682.93	-	-	(682.93)
IMU SUB-TOTAL	-13,315.48	13,921.57	420,680.50	0.00	1,570.00	-421,644.41

INTEREST DISTRIBUTION	INTEREST		FYTD
	INCOME	% OF TOTAL	
General Fund (Non-Program 9500)	\$ 3,081.11	37.12%	\$ 36,629.01
Library Special Revenue (Fund 141)	\$ 28.22	0.34%	\$ 301.80
TIF (Fund 125)	\$ 2,617.12	31.53%	\$ 27,631.07
Sewer (Fund 710)	\$ 1,451.74	17.49%	\$ 17,148.69
Health Insurance (Fund 820)	\$ 1,100.63	13.26%	\$ 11,477.89
Library Endowment 541	\$ 21.58	0.26%	\$ 1,258.30
TOTAL	\$ 8,300.40	99.74%	\$ 93,188.46



MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Resolution appointing interim city manager.

Recommendation: Roll call is in order.

Attachments: 1. 21.11.15 Resolution Appointing Interim City Manager and Setting Salary

RESOLUTION NO. 2021-_____

**RESOLUTION TO APPROVE THE APPOINTMENT OF CHARLIE DISSELL
FOR THE POSITION OF INTERIM CITY MANAGER AND SETTING THE
SALARY FOR THE POSITION OF INTERIM CITY MANAGER**

WHEREAS, the position of City Manager for the City of Indianola will be open upon Ryan Waller taking a position with another city;

WHEREAS, the City Council of the City of Indianola has determined that it is in the best interest of the City of Indianola, Iowa, to appoint an Interim City Manager to fill the position during the time until a new City Manager is hired;

WHEREAS, the City Council of the City of Indianola desires to appoint Charlie Dissell as Interim City Manager of the City of Indianola, Iowa; and

WHEREAS, Charlie Dissell is currently employed as the Community and Economic Development Director of the City of Indianola, Iowa; and

WHEREAS, during the interim appointment, Charlie Dissell will be performing both responsibilities until a new City Manager is hired; and

WHEREAS, the City Council believes it is in the best interests of the City of Indianola to set the salary for the position of Interim City Manager.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola that Charlie Dissell is hereby the candidate selected as Interim City Manager of the City of Indianola, Iowa.

BE IT FURTHER RESOLVED that the salary for the Interim City Manager position is hereby set at \$139,575.56.

BE IT FURTHER RESOLVED that the duties and salary of Charlie Dissell as Interim City Manager for the City of Indianola shall begin November 21, 2021 and terminate upon the hiring of a new City Manager, at which time he will revert back to the Community and Economic Development Director.

DATED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andy Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Resolution appointing a city clerk.

Recommendation: Roll call is in order.

Attachments: 1. 21.11.15 Resolution Appointing City Clerk

RESOLUTION NO. 2021-_____

**RESOLUTION TO APPROVE THE APPOINTMENT OF JACKIE
RAFFETY TO THE POSITION OF CITY CLERK**

WHEREAS, the City Code provides that the City Council appoints a City Clerk; and

WHEREAS, the City Council of the City of Indianola desires to appoint Jackie Raffety as City Clerk of the City Indianola, Iowa.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola that Jackie Raffety is hereby appointed to serve as City Clerk of the City of Indianola, Iowa, effective November 21, 2021.

DATED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andy Lent, City Clerk



—Office of the Mayor—

PROCLAMATION Giving Tuesday

Whereas, Giving Tuesday was established as a response to the commercialization and consumerism of the post-Thanksgiving Black Friday shopping on the Tuesday following Thanksgiving; and

Whereas, Giving Tuesday is a celebration of philanthropy and volunteerism where people give whatever they can give; and

Whereas, it is also a day when citizens work together to share commitments, rally for impactful organizations, work to build a stronger community, and give back to their fellow community members; and

Whereas, it is fitting and proper on Giving Tuesday and on every day to recognize the tremendous impact of philanthropy, volunteerism, and community service in the City of Indianola; and

Whereas, Giving Tuesday is an opportunity to encourage citizens to serve others throughout this holiday season and during other times of the year.

Now, Therefore, be it proclaimed that I, Pam Pepper, Mayor of the City of Indianola, for and on behalf of the citizens of Indianola do hereby proclaim November 30, 2021 to be

GIVING TUESDAY DAY

in the City of Indianola.

In Witness Whereof, I have hereunto set my hand and seal this 15th day of November 2021.

Pam Pepper, Mayor



MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Amendment Number 6 to the Hillcrest/Downtown Unified Urban Renewal Plan

Introduction:

Background: As the Council is aware, the City is working with a few existing businesses regarding proposed expansion/relocation projects for their existing businesses. To help facilitate these expansion projects, the City proposes Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area. In summary, the proposed amendment does two things:

1. Updates the description of the CemenTech urban renewal project, which was originally approved in Amendment No. 4 to the Plan.
2. Adds an urban renewal project for T.S. Investments Limited Liability Company, L.L.C.

A consultation meeting with the affected taxing jurisdictions (Warren County and the Indianola School District) was held on October 25, 2021 at 10 AM, and the minutes of that meeting are attached.

It should be noted that at this time, the Council is only amending the Hillcrest/Downtown Unified Urban Renewal Plan. Formal action on any associated development agreement with the noted projects will occur with separate action.

Discussion:

Budget Impact:

Recommendation:

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: November 15, 2021

Subject: Public Hearing on a proposed Amendment Number 6 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of Iowa.

Recommendation: Roll call to open and close the Public Hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: November 15, 2021

Subject: Resolution 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. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan.

Recommendation: Staff recommends approval of Amendment Number 6 to the Hillcrest/Downtown Unified Urban Renewal Plan for the Hillcrest/Downtown Unified Urban Renewal Area.

Attachments:

1. Amend No. 6 to Unified URP - Authorizing Resolution
2. Amendment No. 6 to Unified Hillcrest-Downtown UR Plan - Final
3. Consultation Minutes_10252021

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

November 15, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Public hearing on the proposed Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan
- Resolution 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. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

November 15, 2021

The City Council of the City of Indianola, State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

This being the time and place fixed for a public hearing on the matter of the adoption of the proposed Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan, the Mayor first asked for the report of the Director of Community and Economic Development, or his delegate, with respect to the consultation held with the affected taxing entities to discuss the proposed Amendment. The Council was informed that the consultation was duly held as ordered by the Council, and that _____ written recommendations were received from affected taxing entities. The report of the Director of Community and Economic Development, or his delegate, with respect to the consultation was placed on file for consideration by the Council.

The Mayor then asked the City Clerk whether any written objections had been filed with respect to the proposed Amendment, and the City Clerk reported that _____ written objections thereto had been filed. The Mayor then called for any oral objections to the adoption of the Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan and _____ were made. The public hearing was then closed.

{Attach summary of objections here}

Council Member _____ then introduced the following Resolution entitled "RESOLUTION 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 AMENDMENT NO. 6 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN" and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2021, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION 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 AMENDMENT NO. 6 TO THE HILLCREST/DOWNTOWN UNIFIED URBAN RENEWAL PLAN

WHEREAS, the City of Indianola, Iowa (the "City") adopted the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area by Resolution No. 11-94 on July 5, 1994, and subsequently amended the Hillcrest Urban Renewal Plan six times; and

WHEREAS, the City adopted the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area by Resolution No. 08-01 on September 4, 2001 and subsequently amended the Downtown Urban Renewal Plan two times; and

WHEREAS, the City adopted the Hillcrest/Downtown Unified Urban Renewal Plan (the "Unified Plan" or "Unified Urban Renewal Plan") for the Hillcrest/Downtown Unified Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, by Resolution No. 2015-44 on November 16, 2015, when the City unified the existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas; and

WHEREAS, the Unified Plan has subsequently been amended five times, lastly by Amendment No. 5 to the Unified Plan, adopted in 2021; and

WHEREAS, this Urban Renewal Area currently includes and consists of:

HILLCREST ORIGINAL URBAN RENEWAL AREA

A part of the North ½ of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa described as follows: Beginning at the North 1/4 corner of said Section 19, thence North 89° 06' West 6.15 feet, thence South 01° 36' 20" East 1323.7 feet to the Southwest corner of the NW 1/4 NE 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° 36' 36" curve with a central angle of 51° 58' a distance of 659.0 feet, thence North 21° 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.)

HILLCREST AMENDMENT NO. 1 SUBAREA

Beginning at a point 269.5' North of the Southeast corner of the NW 1/4 of the SE 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 1/4 SW 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.)

HILLCREST AMENDMENT NO. 2 SUBAREA

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

HILLCREST AMENDMENT NO. 3 SUBAREA

All of the SW 1/4 SE 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 1/4 NW 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 1/2 of the NW 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 1/4 SE 1/4 of Section 12-76-24 including all adjacent Public Right of Way and Road Easements of record.

Part of the SE 1/4 SE 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.

HILLCREST AMENDMENT NO. 4 SUBAREA

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 $\frac{1}{2}$) of the following described real estate: Beginning 33 feet East and 238 $\frac{1}{2}$ feet North of the Southwest corner of the Northwest Quarter (NW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) 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 $\frac{1}{2}$ feet, thence South 306 feet, thence West 208 $\frac{1}{2}$ feet to the place of beginning:

AND

The N $\frac{1}{2}$ of the following described real estate: Beginning at a point 33 feet East and 238 $\frac{1}{2}$ feet North of the Southwest corner of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ 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 $\frac{1}{2}$ feet thence South 306 feet, thence West 208 $\frac{1}{2}$ feet to the place of beginning.

AND

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

AND

The Northwest $\frac{1}{4}$ of the Southwest $\frac{1}{4}$ 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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ 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 $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 19, Township 76, Range 23.

AND

A tract of land located in the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{4}$ corner of said Section 19, thence S87 36'50"E along the South line of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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 $\frac{1}{4}$ 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.

AND

DOWNTOWN ORIGINAL URBAN RENEWAL AREA

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.

DOWNTOWN AMENDMENT NO. 1 SUBAREA

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.

DOWNTOWN AMENDMENT NO. 2 SUBAREA

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 ¼ of the SW ¼ 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.

The Unified Urban Renewal Area also includes the full boundary of any City-owned right-of-way within or adjacent to any Hillcrest Urban Renewal Subarea and any Downtown Urban Renewal Subarea as unified by the Hillcrest/Downtown Unified Urban Renewal Plan.

UNIFIED AMENDMENT NO. 1 SUBAREA

The following property was REMOVED from the Area by Unified Amendment No. 1:

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 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 $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 20-76-23; thence South along the East line of the of the West $\frac{1}{4}$ of the NW $\frac{1}{4}$ 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).

UNIFIED AMENDMENT NO. 2 SUBAREA

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.

UNIFIED AMENDMENT NO. 3

No land added or removed.

UNIFIED AMENDMENT NO. 4 SUBAREA

(REMOVED the following property from the Urban Renewal Area)

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

UNIFIED AMENDMENT NO. 5 SUBAREA

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

AND

Parcel "D" as shown on the Plat of Survey, recorded November 21, 2016, in Book 2016 Page 10418 of the Warren County Recorder's Office, Iowa, and as more particularly described as:

Beginning at the Southwest Corner of LOT 1 in said LANGFITT SUBDIVISION PLAT NO.2; thence South 87°50'46" East along the South Line of said LOT 1, a distance of 590.00 feet to the Southeast Corner of said LOT 1 and the Southwest Corner of said LOT 2; thence North 00°01'10" East along the East Line of said LOT 1 and the West Line of said LOT 2, a distance of 476.32 feet ; thence North 89°40'27" East, a distance of 118.72 feet; thence South 01°12'59" East, a distance of 582.13 feet to a point on the South Line of the North 100 feet of the Southwest Quarter of said Section 18; thence North 87°50'46" West along the South Line of the North 100 feet of the Southwest Quarter of said Section 18, a distance of 721.49 feet to a point on the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69; thence North 00°05'43" East along the East Right-of-Way Line of North Jefferson and U.S. Highway 65/69, a distance of 100.06 feet to the Point of Beginning, containing 3.02 Acres, subject to all easements, covenants and restrictions.

AND

Lot 1 in DeYarman Park Minor Subdivision, now included in and forming park of the City of Indianola, Iowa

AND

Lot A in DeYarman Park Minor Subdivision, now included in and forming park of the City of Indianola, Iowa

AND

The North 100' of the Northeast Quarter of the Southwest Quarter, except for the DeYarman Park Minor Subdivision, of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa

AND

The North 100' of the Northwest Quarter of the Southeast Quarter of Section 18, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa, lying west of the Railroad Right-of-way

WHEREAS, a proposed Amendment No. 6 to the Plan ("Amendment No. 6" or "Amendment") for the Urban Renewal Area described above has been prepared, which proposed Amendment has been on file in the office of the City Clerk and which is incorporated herein by reference, the purpose of which is to update the description of a previously approved urban renewal project and to add to the list of proposed projects to be undertaken within the Urban Renewal Area; and

WHEREAS, it is desirable that the Area be redeveloped as part of the activities described within the proposed Amendment No. 6; and

WHEREAS, this proposed Amendment No. 6 adds no new land to the Urban Renewal Area; and

WHEREAS, by resolution adopted on October 18, 2021, this Council directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Amendment No. 6 and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Amendment No. 6 be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the City Council and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Director of Community and Economic Development, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Council also set a public hearing on the adoption of the proposed Amendment No. 6 for this meeting of the Council, and due and proper notice of the

public hearing was given, as provided by law, by timely publication in the Indianola Record Herald, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Amendment No. 6, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Council in connection therewith and the public hearing has been closed.

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

Section 1. That the findings and conclusions set forth or contained in Amendment No. 6 concerning the area of the City of Indianola, State of Iowa, described in the preamble hereof, be and the same are hereby ratified and confirmed in all respects as the findings of this Council for this area.

Section 2. This Council further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Plan, as amended, and Amendment No. 6 conform to the general plan for the development of the City as a whole; and

c) Acquisition by the City is not immediately expected, however, as to any areas of open land to be acquired by the City included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this City Council hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the City; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential

development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area, as amended, continues to be an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; 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 this City.

Section 4. That Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan of the City of Indianola, State of Iowa, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as "Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan for the City of Indianola, State of Iowa"; Amendment No. 6, including all of the exhibits attached thereto, is hereby in all respects approved; and the City Clerk is hereby directed to file a certified copy of Amendment No. 6 with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, Amendment No. 6 shall be in full force and effect from the date of this Resolution until the Council amends or repeals the Plan. The proposed Amendment No. 6 shall be forthwith certified by the City Clerk, along with a copy of this Resolution, to the Recorder for Warren County, Iowa, to be filed and recorded in the manner provided by law.

Section 6. That all other provisions of the Plan not affected or otherwise revised by the terms of Amendment No. 6, as well as all resolutions previously adopted by this City Council related to the Plan be and the same are hereby ratified, confirmed and approved in all respects.

PASSED AND APPROVED this 15th day of November, 2021.

Mayor

ATTEST:

City Clerk

Label the Amendment as Exhibit 1 (with all exhibits) and attach it to this Resolution.

ATTACH THE AMENDMENT
LABELED AS EXHIBIT 1 HERE

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 Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

01951517-1\13538-171

AMENDMENT NO. 6

TO

**HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

Hillcrest Urban Renewal Area – 1994
Amendments #1 – #6
(#1 – 1998, #2 – 2001, #3 – 2005, #4 – 2009, #5 – 2010, #6 – 2015)

Downtown Urban Renewal Area – 2001
Amendment #1 – 2005
Amendment #2 – 2007

Unified Urban Renewal Plan 2015
Amendment No. 1 – 2019
Amendment No. 2 - 2019
Amendment No. 3 - 2020
Amendment No. 4 – 2021
Amendment No. 5 - 2021
Amendment No. 6 - 2021

**AMENDMENT NO. 6
TO THE
HILLCREST/DOWNTOWN UNIFIED
URBAN RENEWAL PLAN**

CITY OF INDIANOLA, IOWA

The Hillcrest/Downtown Unified Urban Renewal Plan (the “Plan” or “Unified Urban Renewal Plan” or “Unified Plan”) for the Hillcrest/Downtown Unified Urban Renewal Area (the “Area” or “Urban Renewal Area”) was adopted in 2015 when the City of Indianola (the “City”) unified the City’s existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas. The Unified Plan has been amended twice in 2019, once in 2020, and twice in 2021.

The City is further amending the Unified Plan with the adoption of this Amendment No. 6 to the Plan (“Amendment No. 6” or “Amendment”) to update the description of a previously approved urban renewal project and to add to the list of proposed projects to be undertaken within the Urban Renewal Area. This Amendment makes no change to the boundaries of the Urban Renewal Area.

Except as modified by this Amendment No. 6, the provisions of the Unified Plan, as previously amended, are hereby ratified, confirmed, and approved and shall remain in full force and effect as provided herein. In case of any conflict or uncertainty, the terms of this Amendment No. 6 shall control. Any subsections not mentioned in this Amendment No. 6 shall continue to apply to the Unified Plan, as previously amended.

AREA DESIGNATION

The Urban Renewal Area, as amended, continues to be an economic development (commercial and industrial development) area. This Amendment makes no change to the designation.

DEVELOPMENT PLAN/ZONING

The City has a general plan for the physical development of the City as a whole outlined in the Elevate Indianola comprehensive plan, adopted by the City on May 18, 2020. The goals and objectives of the Plan, as previously amended, and the projects outlined in this Amendment, are in conformity with the Elevate Indianola comprehensive plan.

The Unified Urban Renewal Plan, as amended, does not in any way replace or modify the City’s current land use planning or zoning regulation process.

The need for improved traffic, public transportation, public utilities, recreational and community facilities, or other public improvements within the Urban Renewal Area, if any, is set forth in the Plan, as amended. As the Area develops, the need for public infrastructure extensions and upgrades will be evaluated and planned for by the City.

UPDATE TO PREVIOUSLY APPROVED URBAN RENEWAL PROJECT

Numerous projects were previously approved for the Urban Renewal Area and are continuing. With the adoption of this Amendment No. 6, the City is updating the description of the following urban renewal project, which was originally approved in Amendment No. 4 to the Plan.

A. Cemen Tech, Inc. (or related entities): The proposed urban renewal project anticipates Cemen Tech, Inc. (or a related entity) constructing a new building and renovating an existing building. Construction is expected to be completed in 2022. It is estimated that total construction costs for the building will be approximately \$1,500,000 and will result in the creation or retention of jobs in the City. The City expects to make annual grants to Cemen Tech, Inc. in the form of rebates of incremental taxes generated by the project, subject to the terms and conditions of a detailed development agreement with both parties. The City originally authorized \$215,000 for the grants to be provided under the development agreement. The City now anticipates that the amount of such grants will be \$427,500. Accordingly, with the adoption of this Amendment No. 6, the City is authorizing an additional \$212,500 for this project, for an overall cost not to exceed \$427,500.

ELIGIBLE URBAN RENEWAL PROJECTS **(Amendment No. 6)**

Although certain project activities may occur over a period of years, in addition to the projects previously approved in the Unified Urban Renewal Plan, as previously amended, the Eligible Urban Renewal Projects under this Amendment include:

1. Development Agreements:

A. T.S. Investments Limited Liability Company, L.L.C. (or related entities): The proposed urban renewal project anticipates T.S. Investments Limited Liability Company, L.L.C. (or a related entity) constructing a new 26,358 square foot building. Construction is expected to be completed in 2022. It is estimated that total construction costs for the building will be approximately \$2,200,000 and will result in the creation or retention of jobs in the City. The City expects to make a one-time grant to T.S. Investments Limited Liability Company, L.L.C. subject to the terms and conditions of a detailed development agreement with both parties. The cost of such grant is expected not to exceed \$45,000.

2. Planning, Engineering Fees (for Urban Renewal Plans), Attorney Fees, Administrative, and Other Related Costs to Support Urban Renewal Projects and Planning:

Project	Estimated Date	Estimated Cost to be Funded by TIF Funds
Fees & Costs	Undetermined	Not to Exceed \$25,000

FINANCIAL DATA

1.	July 1, 2021 constitutional debt limit:	\$53,320,144
2.	Current outstanding general obligation debt:	\$12,705,000
3.	Proposed amount of indebtedness to be incurred: A specific amount of debt to be incurred for the Update to Previously Approved Urban Renewal Project and Proposed Eligible Urban Renewal Projects (Amendment No. 6) has not yet been determined. This document is for planning purposes. The estimated project costs in this Amendment No. 6 are estimates only and will be incurred and spent over a number of years. In no event will the City's constitution debt limit be exceeded. The City Council will consider each project proposal on a case-by-case basis to determine if it is in the City's best interest to participate before approving an urban renewal project or expense. It is further expected that such indebtedness, including interest on the same, may be financed in whole or in part with tax increment revenues from the Urban Renewal Area. Subject to the foregoing, it is estimated that the cost of the Update to Previously Approved Urban Renewal Project and Proposed Eligible Urban Renewal Projects (Amendment No. 6) as described above will be approximately as indicated in the adjacent column:	<u>Update to Previously Approved Urban Renewal Project</u>: \$427,500 (an increase of \$212,500) <u>Proposed Eligible Urban Renewal Projects (Amendment No. 6)</u>: \$70,000 (Note: The above amounts do not include debt service or financing costs.)

URBAN RENEWAL PLAN AMENDMENTS

The Unified Urban Renewal Plan may be amended from time to time for a variety of reasons, including but not limited to, change in the area, to add or change land use controls and regulations, to modify goals or types of renewal activities, to add or change urban renewal projects, or to amend property acquisition and disposition provisions. The City Council may amend the Plan in accordance with applicable state law.

EFFECTIVE PERIOD

This Amendment No. 6 will become effective upon its adoption by the City Council. Notwithstanding anything to the contrary in the Plan, any prior amendment, resolution, or document, the Plan, as amended, shall remain in effect until terminated by the City Council.

The use of incremental property tax revenues, or the "division of revenue," as those words are used in Chapter 403 of the *Code of Iowa*, will be consistent with Chapter 403 of the Iowa Code. Nothing

in this Amendment shall alter the duration of the division of revenue as previously explained in the Plan, as previously amended.

REPEALER AND SEVERABILITY CLAUSE

Any parts of the Plan, as previously amended, in conflict with this Amendment are hereby repealed.

If any part of this Amendment or the Plan, as previously amended, is determined to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity of the Amendment or the Plan as a whole, or any part of the Amendment or the Plan not determined to be invalid or unconstitutional.

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COMMUNITY DEVELOPMENT

MINUTES OF CONSULTATION MEETING

October 25, 2021

10:00 A.M.

Attendees:

- Charlie Dissell, City of Indianola Director of Community & Economic Development

A consultation meeting regarding the proposed Amendment No. 6 to the Hillcrest/Downtown Unified Urban Renewal Plan, required by Section 403.5(2) of the Code of Iowa, was held on the October 25, 2021. The meeting was held in the Council Chambers of the Indianola City Hall, 110 North First Street, Indianola, Iowa, at 10:00 A.M. A notice of the consultation meeting was sent to the affected taxing entities, which are the Indianola School District and Warren County, Iowa, on October 19, 2021.

Charlie Dissell, Director of Community & Economic Development, serving as the designated representative of the City for purposes of conducting the consultation, receiving any recommendations that may be made with respect thereto and responding to the same in accordance with Section 403.5(2) of the Code of Iowa, opened the meeting.

As no representatives of the affected taxing entities were present and no recommendations were made with respect thereto, the meeting was adjourned at 10:15 AM.

Charlie E. Dissell, AICP
Director of Community & Economic Development





MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: November 15, 2021
Subject: 1909 South K Street

Introduction:

Background: At its meeting on October 18, the City Council set a public hearing for this subject rezoning request to be held on November 15. The proposed rezoning is requested to facilitate a future residential development.

At its meeting on October 12, 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:

Attachments:

1. Staff Report_Rezoning
2. Application
3. Rezoning Sketch



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: 7.3. Consider request from Diligent Development to rezone property located at 1909 South K Street from A-1 (Agricultural/Open Space Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Application Type: Rezoning

Applicant: Diligent Development

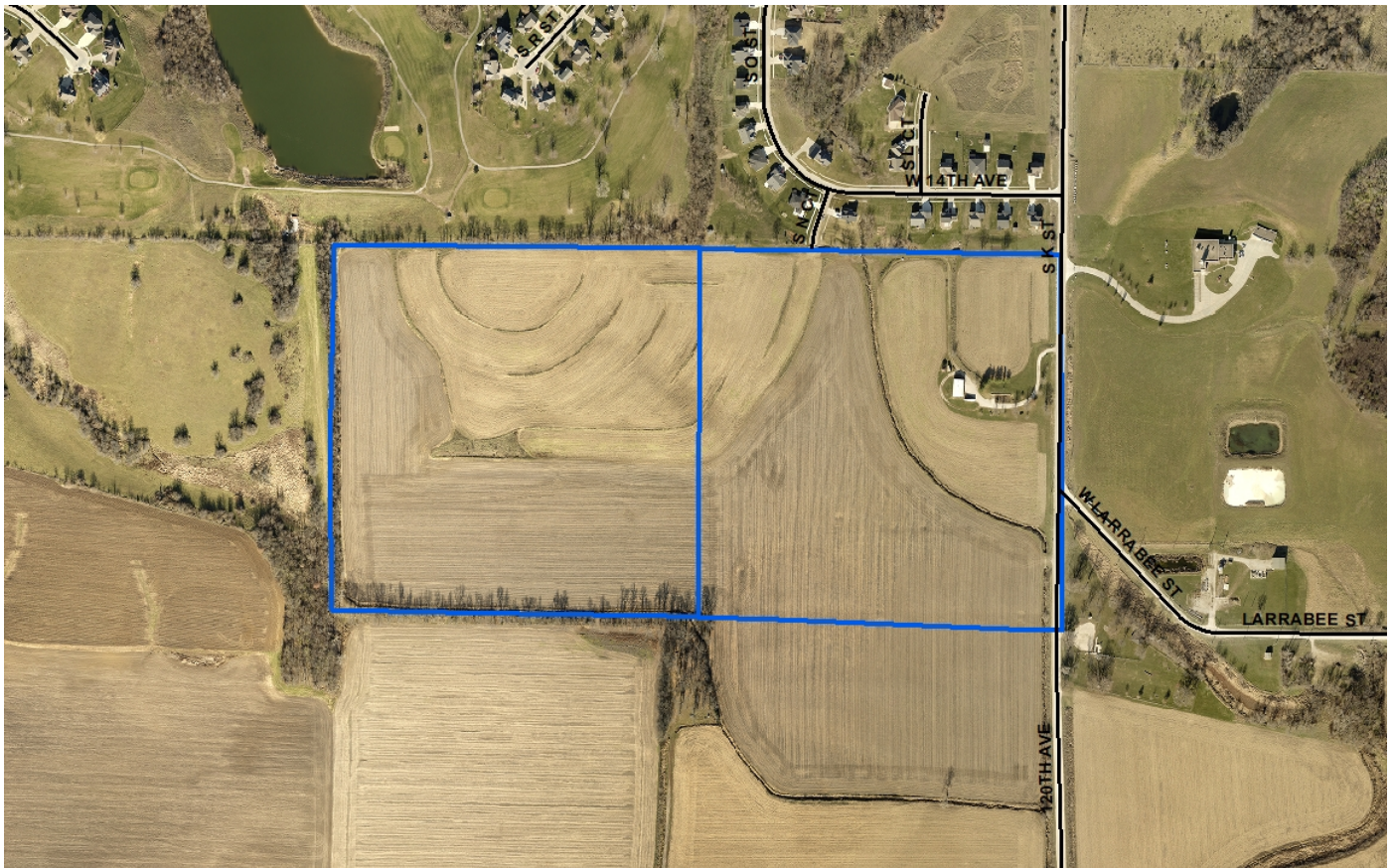
Property Owner: Elaine M Brown

Current Zoning: A-1, Agricultural/Open Space Zoning District

Comprehensive Plan Designation: Low Density Residential

Application Summary: Request for to rezone approximately 82 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:

165.02(5). AMENDMENTS

The City Council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after report by the Zoning Commission, amend, supplement, or change the boundaries or regulations herein or subsequently established, and such amendment shall not become effective except by the favorable vote of a majority of all the members of the Council. The procedures for amendment are as follows:

A. Request by Petition

Whenever any person desires that any amendment, or change be made in the Zoning Ordinance, including the text and/or map, as to any property covered by the Zoning Ordinance, and there is presented to the Council a petition requesting such change or amendment and clearly describing the property and its boundaries as to which the change or amendment is desired, duly signed by the owners of fifty percent (50%) of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of fifty percent (50%) of the area of all real estate lying outside of said tract but within two hundred (200) feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such two hundred (200) feet, it is the duty of the Council to receive and refer the request to the Zoning Commission for its review and consideration at a duly noticed public meeting in accordance to the Commission's rules of procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action.

B. City Council Referral

The owner of a property may submit a written request to the Zoning Administrator for their property to be rezoned. If the requested rezoning is not consistent with the adopted Comprehensive Plan, the property owner may further request the Comprehensive Plan be amended as part of the requested rezoning. The Zoning Administrator will then present this request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action. The City Council may further by motion forward their own request to the Zoning Commission to review and consider an amendment to the adopted Comprehensive Plan, the rezoning of a given property or properties, or amendments to the zoning regulations.

C. Zoning Commission Disapproval or Protest Petition

In case the proposed amendment, supplement or change is disapproved by the Zoning Commission, or a protest is presented duly signed by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of those immediately adjacent in the rear thereof, extending the depth of one lot or not to exceed two hundred (200) feet therefrom, or of those directly opposite thereto, extending the depth of one lot or not to exceed two hundred (200) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of at least three-fourths (¾) of all members of the Council. Whenever any petition for amendment, supplement or change of the zoning districts or regulations herein contained or subsequently established has been denied by the Council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the Council until one year shall have elapsed from the date of filing of the first petition.

D. Public Hearing Noticing

Not less than seven nor more than 20 days' notice of the time and place of the City Council hearing to consider any proposed amendment or change in the Zoning Ordinance or zoning district boundaries 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 any 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 the boundary of the property requesting an amendment to its zoning district boundaries.

ANALYSIS

On September 23, 2021, the property owner applied for rezoning of the subject property. This application was presented to the City Council at its meeting on October 4, 2021, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration.

The proposed rezoning is being requested to facilitate a future residential development. The last concept for this property submitted by the applicant proposes lots being developed outside of the identified floodplain that is located on the property. A portion of the lots would be along a cul-de-sac, located on the east portion of this property, which would take access off South K Street. South K Street is a gravel surfaced road; however, the city is currently designing the paving of this road up to West 2nd Avenue, with construction proposed to start in the spring of 2023. Most of the lots, located on the west portion of this property, would take access through South N Court, which is currently stubbed in on the south side of the existing Deer Creek subdivision. South N Court intersects with West 14th Avenue. This property is bordered by Deer Creek Subdivision (R-1 zoning) and Deer Run Golf Course (PUD zoning) on its north side, the Indianola Water Treatment Plant and Richard Downey Memorial Park (both zoned A-1) on its east side, unincorporated/vacant agricultural land, located in floodplain, on its south side, and unincorporated/undeveloped ground on its west side.

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. Elevate Indianola also calls for a future minor arterial road to be placed along the south side of this proposed development, which would connect South K Street to R-63 Highway west of this development.

The City has an 8" PVC sanitary sewer main just north of this property, as well as a 12"-15" clay main that traverses through this property along the east side of the drainage way. There are plans to upgrade the sizing of this 12"-15" sanitary main which would then provide for greater capacity to assist with this development. There is an 8" PVC water main stubbed into South N Court, as well as a 20" main in South K Street, adjacent to this property, which can service this property.

A notification sign was placed on this property on September 30, 2021 and notification letters were sent out to property owners within 200' on October 1, 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) Brown
(First Name) Elaine
(Address) 1010 Robin Glen Drive
(City) Indianola (State) IA (Zip) 50125
(Phone) _____ (Email) _____

APPLICANT (if not Property Owner)

(Last Name) Diligent Development
(First Name) _____
(Address) 12119 Stratford Drive, Ste. B
(City) Clive (State) IA (Zip) 50325

☐ 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

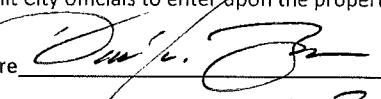
☒ REZONING

Submittal Requirements:

All submittal requirements must be completed. Incomplete applications will not be considered

- ☒ Completed Application
- ☒ Property Address: N 1/2 SE 1/4 35-76-24
- ☒ Filing Fee: \$250
- ☒ Current Zoning: A1 Proposed Zoning: R1
- ☒ Legal description (electronic in word format)
- ☒ All items as required by Section 165.02(5) 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.

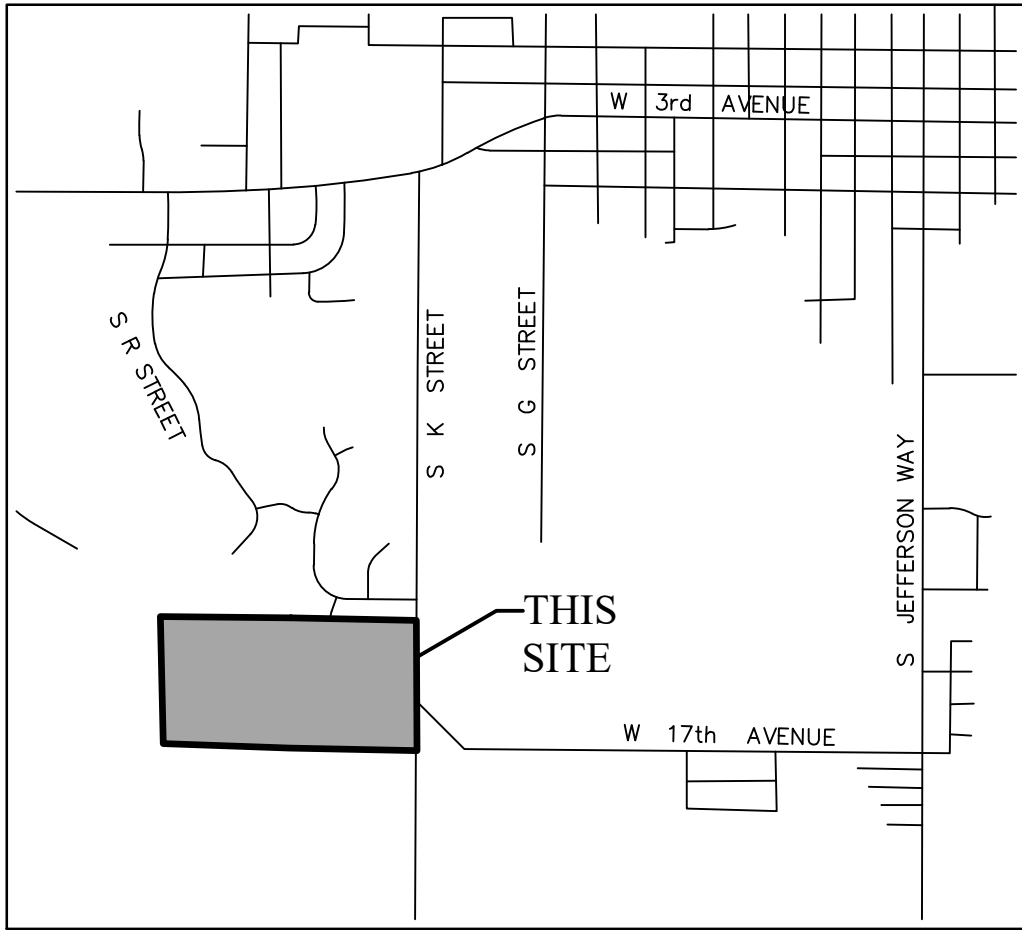
Signature 
Name (printed) DAVID A. BROWN

Date 9/23/21

FOR OFFICE USE ONLY: Code to 45989 (Rezoning)
45681 (Comp Plan)

Date Received: _____
Receipt No: _____
Receipt Amount: _____

REZONING SKETCH
BROWN
PROPERTY



VICINITY SKETCH

NORTH
SCALE: 1"=2,000'

OWNER
ELAINE M. BROWN
c/o JUDY ANTHONY
1010 ROBIN GLEN DRIVE
INDIANOLA, IOWA 50125

APPLICANT
DILIGENT DEVELOPMENT
12119 STRATFORD DRIVE, SUITE B
CLIVE, IOWA 50325

ZONING
EXISTING: A-1 AGRICULTURAL
PROPOSED: R-1 SINGLE FAMILY RESIDENTIAL DISTRICT

LAND USE
EXISTING: AGRICULTURAL
PROPOSED: SINGLE FAMILY RESIDENTIAL

LEGAL DESCRIPTION
THE NORTH 1/4 OF THE SOUTHEAST 1/4 OF SECTION 35, TOWNSHIP 76 NORTH, RANGE 24 WEST OF THE 5TH P.M., CITY OF INDIANOLA, WARREN COUNTY, IOWA, CONTAINING 82.204 ACRES MORE OR LESS.

- LEGEND
- | | |
|--------|---|
| — | PLAT BOUNDARY |
| ▲ | SECTION CORNER |
| ● | FOUND CORNER AS NOTED |
| ○ | SET CORNER 5/8" IR W/ YELLOW CAP #13156 |
| I.R. | IRON ROD |
| G.P. | GAS PIPE |
| D. | DEEDED DISTANCE |
| M. | MEASURED DISTANCE |
| R | PREVIOUSLY RECORDED DISTANCE |
| P.U.E. | PUBLIC UTILITY EASEMENT |

COOPER CRAWFORD
& ASSOCIATES, L.L.C.
CIVIL ENGINEERS
475 S. 50th STREET, SUITE 800, WEST DES MOINES, IOWA 50265
PHONE: (515) 224-1344 FAX: (515) 224-1345

DATE: 9-23-2021

REVISIONS:

0

100

200

SCALE: 1"=200'

APPROVED: ---

INITIALED: ---

AS-BUILT: ---

REZONING SKETCH
BROWN PROPERTY

JOB NUMBER

CC
2450

SHEET
1 OF 1

PROPERTY OWNERS DEER CREEK PLAT 1	
LOT 1	ANTHONY & KATIE MANCUSO 1301 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 2	ROBERT & LINDA ARRINGTON 1303 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 3	MARK & AMY SICKELS 1305 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 4	KENNETH & SUMMER HERRING 1307 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 5	DOUG BERMINGHAM 1309 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 6	JOSHUA & SARAH GRIFFITH 1401 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 7	MIKAYLA STRUEBING & BLAKE ROUSH 1405 W 14th AVENUE INDIANOLA, IOWA 50125
LOT 8	MONTY & MARCY HAHN 1319 S O STREET INDIANOLA, IOWA 50125
LOT 9	BRIANNE & MATTHEW KOCH 1317 S O STREET INDIANOLA, IOWA 50125
LOT 10	KEN & LINDA GRENZ 1315 S O STREET INDIANOLA, IOWA 50125

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MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Public Hearing regarding a request to rezone property located at 1909 South K Street from the A-1 Zoning District to the R-1 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: November 15, 2021

Subject: First Consideration of a request from Diligent Development to rezone property located at 1909 South K Street from A-1 Zoning District to R-1 Zoning District.

Recommendation: At its meeting on October 12, 2021, the City of Indianola Planning and Zoning Commission reviewed this application and recommended the rezoning be approved.

Attachments: 1. ORDINANCE

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 at 1909 South K Street and legally described as the North 1/2 of the Southeast 1/4 of Section 35, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa, Containing 82.204 Acres More or Less.

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 at 1909 South K Street and legally described as the North 1/2 of the Southeast 1/4 of Section 35, Township 76 North, Range 24 West of the 5th P.M., City of Indianola, Warren County, Iowa, Containing 82.204 Acres More or Less.

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: Charlie Dissell, Community and Economic Development Director
Date: November 15, 2021
Subject: Resolution approving the updated fee schedule to include Residential Rental Inspections.

Introduction:

Background: Staff is recommending a change to the adopted fee schedule to include fees related to the residential rental inspection program. This proposed fee schedule is intended to cover the main costs of the new program to the City. The proposed fee schedule would be:

Rental Inspection Certificate Fees

- Single-family dwelling rental unit: \$75.00
- Two-family dwelling rental units: \$105.00
- Townhouse dwelling rental units: \$75.00 plus an additional \$30.00 for each unit in excess of the first.
- Multiple-family dwelling rental units: \$75.00 plus an additional \$30.00 for each unit.

Discussion:

Budget Impact: It is estimated that, at full compliance, this fee schedule would generate about \$86,000 every two (2) years.

Recommendation: Staff recommends approval of this fee schedule amendment.

Attachments:

1. Revised Fee Schedule_15 Nov 2021-Add Rental Inspection
2. Rental Fee Resolution

City of Indianola Fee Schedule

AMENDED BY INDIANOLA CITY COUNCIL ON NOVEMBER 15, 2021.
ALL FEES EFFECTIVE UPON APPROVAL.

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City Clerk Fees

Permits/Licenses

Fee Description	Cost	Cost Description
Cigarette Permit	\$100.00	Per Year
Refuse Hauling Permit	\$150.00	Per Packer
Refuse Hauling Permit	\$100.00	Units Other than Packer
Solicitors	\$100.00	Per Year
Peddlers or Transient Merchant.....	\$50.00	For one day
Peddlers or Transient Merchant.....	\$100.00	For one week
Peddlers or Transient Merchant.....	\$200.00	For up to six (6) months
Peddlers or Transient Merchant.....	\$300.00	For one year or any major part thereof
Ice Cream Vendors.....	\$20.00	One Day
Ice Cream Vendors.....	\$30.00	One Week
Ice Cream Vendors.....	\$50.00	One Month
Ice Cream Vendors.....	\$100.00	One Month to six months
Mobile Food & Beverages Vendors	\$50.00	For one day
Mobile Food & Beverages Vendors	\$100.00	For one week
Mobile Food & Beverages Vendors	\$200.00	For up to six (6) months
Mobile Food & Beverages Vendors	\$300.00	For over six (6) months to one year
Ordinance Amendment.....	\$150.00	If someone from general public is requesting amendment to cover notice and publication fees
.....		

Examination or Copying of Records

- If the number of photocopies does not exceed twenty-five (25) pages, or if staff time for responding to the request does not exceed thirty (30) minutes, the following fee schedule shall apply:
 - a. Fees for photocopies: \$.25 per page for black and white copies and \$1.00 per page for color copies.
 - b. A fee for records provided on a -thumb drive is \$10.00.
- If the number of pages to be copied exceeds twenty-five (25) pages, or if the staff time involved in providing the records exceeds thirty (30) minutes, the following additional fee schedule shall apply:
 - a. Hourly rate for clerical time needed to make photocopies or copying to a thumb drive - \$25.00 (prorated to the nearest fifteen (15) minutes)
 - b. Hourly rate for professional staff time – Effective hourly rate of staff member for time needed to produce or review the documents (prorated to the nearest fifteen (15) minutes)
 - c. Routinely prepared or bound reports – Actual cost to produce
 - d. Special requests for records mapping requests, and other non-traditional methods of providing information may incur additional costs.
- The City reserves the right to adjust the above fee schedule in the event of unanticipated costs.
- Unless otherwise prohibited by law, the City may, at the City's discretion, furnish copies of requested records without charge or at a reduced fee if the City determines that the waiver or reduction of fees is in the public interest.

Event Fees

Fee Description	Cost	Cost Description
Bike Night Fee.....	\$750.00	Per Event to Lease Square (April-September)
Bike Night Fee.....	\$80.00	Per Event to Sweep the Square
Deck Fees.....	\$0.50	Per square foot
Block Party	\$150.00	Deposit
not lost or damaged		Deposit refunded if barricades are

Miscellaneous

Fee Description	Cost	Cost Description
Returned Check/Debit/Credit Card	\$30	
Copies	\$0.25	per copy sheet of paper

Street Department

Permits

Fee Description	Cost	Cost Description	Additional Fees Description
Street Closure	\$25.00	Each application	

Brush Facility

Fee Description	Cost	Cost Description	Additional Fees Description
Bag/Bundle, Leaves/Grass	\$2.00	Each	
Bag/Bundle Trees/Shrubs	\$5.00	Each	
Pickup Load	\$20.00	Each	
Trailer Load	\$25.00	Each	
Small Truck	\$30.00	Each	
Large Truck	\$50.00	Each	
Anything that is 1/2" or more in diameter. Items may be loose or in paper bags only			

Monitors and Televisions \$25.00 each payable to contractor partnering with the City for the electronic recycling.

Mulch Load Service Fee \$10.00 per vehicle (available the second Saturday of each month)

Community Development Fees

Administrative Fees

Board of Adjustment Hearing.....	\$150.00	
Comprehensive Plan Amendment.....	\$225.00	
Easement/Right-of-way Vacation Fee.....	\$200.00	
Floodplain Development Permit.....	\$150.00	
Nuisance/Property Maintenance Administrative Fee....	\$25.00	Per Hour
Nuisance/Property Maintenance Abatement Fee.....	Contractors Invoiced Fee	
Rezoning Request.....	\$250.00	Plus Outside Engineering Costs
Site Plan Review.....	\$225.00	Plus Outside Engineering Costs
Street Bond Permit.....	\$10.00	Per square foot
Zoning Code Amendment.....	\$250.00	

Sign Permit Fees

24 sq. ft. or less	\$50.00	
25-100 sq. ft.	\$75.00	
100+ sq. ft.	\$100.00	Additional \$0.20 per sq. ft. over 100
Exemption Request.....	\$50.00	
Code Appeal Procedure	\$50.00	
Banner Application.....	\$25.00	Additional \$2.00 per banner
Temporary Sign Permit.....	\$25.00	For the first 10-day period, \$5.00 additional for 10 additional days (must be consecutive)
Temporary Sign Permit.....	\$25.00	For a 3-day period

Subdivision Fees

Plat of Survey	\$75.00	
Preliminary Plat Review.....	\$250.00	Additional \$10.00 for each lot in excess of 10 lots, Plus Outside Engineering Costs
Final Plat Review	\$150.00	Additional \$10.00 for each lot in excess of 10 lots, Plus Outside Engineering Costs
Construction Document Review.....	\$100.00	Plus Outside Engineering Costs

Building Permit Fees

Total valuation of \$1.00 - \$500.00	\$30.00	
Total valuation of \$501.00 - \$2,000.00	\$30.00	for the 1st \$500.00 plus \$1.75 for each additional \$100.00 or fraction thereof, to and including \$2000.00
Total valuation of \$2,001.00 - \$25,000.00.....	\$50.00	for the 1st \$2,000.00 plus \$9.00 for each additional \$1,000.00 or fraction thereof to and including \$25,000.00
Total valuation of \$25,001.00 - \$50,000.00.....	\$276.00	for the 1st \$25,000.00 plus \$8.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00

Total valuation of \$50,001.00 - \$100,000.00.....	\$457.00	for the 1st \$50,000.00 plus \$6.25 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
Total valuation of \$100,001.00 - \$500,000.00.....	\$738.00	for the 1st \$100,000.00 plus \$5.25 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
Total valuation of \$500,001.00 - \$1,000,000.00.....	\$2,703.00	for the 1st \$500,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
Total valuation of \$1,000,001.00 and up.....	\$4,546.00	for the 1st \$1,000,000.00 plus \$3.00 for each additional \$1,000.00 or fraction thereof

Inspections outside of normal business hours.....	\$40.00	Per hour
Re-inspection fee.....	\$25.00	Per hour
Inspections for which no fee is specifically indicated.....	\$25.00	Per hour
Additional plan review required by changes, additions or revisions to approved plans....	\$25.00	Per hour

Miscellaneous Permit Fees

Electrical Permit Fee	\$80.00	Basic Overhead Fee with New Service Connection
Electrical Permit Fee	\$120.00	Basic Underground Fee with New Service Connection
		Additional Fees based on # of meters, circuits, openings, fixed appliances, motors, etc.
Mechanical Permit Fee	\$50.00	Basic Fee
		Additional Fees based on installation, relocation or replacement of furnaces, appliances, cooling units, boiler, air handling unit, ventilation fan, and gas piping
Plumbing Permit Fee.....	\$50.00	Basic Fee
		Additional Fees based on each plumbing fixture.
Demolition Permit Fee	\$125.00	
Driveway Permit.....	\$25.00	
Planting in Parking Permit.....	\$5.00	
Right of Way Permit.....	\$100.00	
Sidewalk Permit.....	\$20.00	

Rental Inspection Certificate Fees

Single-family dwelling rental unit	\$75.00
Two-family dwelling rental unit	105.00
Townhouse dwelling rental units.....	\$75.00 plus an additional \$30.00 for each unit in excess of the first
Multi-family dwelling rental units.....	\$75.00 plus an additional \$30.00 for each unit

Utility Construction Fees

Electric Service Fees	\$60.00	Overhead
Electric Service Fees	\$100.00	Underground
Electric Service Fees	\$35.00	Temporary Construction
Electric Meter.....	\$100.00	
Water Connection.....	\$150.00	

Water Meter Connection.....	\$50.00	Plus Cost of Meter
Construction Water.....	\$35.00	
Water Inspection.....	\$40.00	
Water Permit.....	\$15.00	
Sewer Inspection.....	\$100.00-\$200.00	
Sewer Permit.....	\$20.00	
Sewer Tap Fee.....	TBD	Dependent upon sewer connection fee

Information Technology Fees

Indianola Magazine Ad

8.75 w x 11.25 h - full page premium-4 issues.....	\$875/issue
8.75 w x 11.25 h - full page premium-single issue.....	\$1,025/issue
8.75 w x 11.25 h -full page - 4 issues	\$750/issue
8.75 w x 11.25 h - full page -single issue.....	\$900/issue
8.75 w x 5.75 h-half page-4 issues	\$400/issue
8.75 w x 5.75 h-half page-single issue	\$550/issue

Police Department Fees

Report Fee.....	\$5.00	Per copy
Trip Sheets	\$1.00	Per page
Color Photos.....	\$5.00	Per sheet
Color Photos on Compact Disc.....	\$20.00	Per disc
Videos & Recordings on CD.....	\$20.00	Per disc
Email photos.....	\$5.00	Per report
Videos, recordings & reports transferred to USB drive provided by requestor.....	\$10.00	
Compiling historical record(s).....	\$10.00	Per hour
Simpson Parking Hanger	\$5.00	5 – hangers no charge each placement

Fire/EMS Fees

Report Fees

Fire Report \$15.00

EMS Report \$15.00

Transport Fees

Basic Life Support Rate \$620.00

Advanced Life Support \$735.00

Advanced Life Support 2 \$1,065.00

Loaded Mileage Transport Fee\$13.00 Per loaded mile

Treatment Fees

Treatment Only (Does not include Transport)..... \$200.00

ALS Tier..... \$350.00

Permit Fees

Burn Permit..... \$35.00

Construction Permit for Fire Alarm..... \$35.00

Construction Permit for Fire Pump..... \$35.00

Above Ground Installation of Flammable Liquids/Flammable Gas Tanks \$50.00

Fire Works Display/Pyrotechnics Special Effects Permit 150/event

Special Event Fees

Firefighter/Paramedic..... 32.71/hour

Firefighter/EMT..... 28.26/hour

Firefighter/Paramedic/Full Time.....\$45.05-\$54.97/hour

Billings for other agencies

EMS Billing Fee.....\$35.00/Report

Library Fees

Lost or Damaged Materials

Missing barcode	\$1.00
Missing/damaged cases for audio or audiobooks	\$2.50-\$9.00
Missing/damaged cases for DVD & CD's.....	\$1.50-\$4.00
Lost inserts	\$3.00
Library card replacement.....	\$1.00
Torn page	\$2.00
Damaged beyond repair	Cost of the Item
Damaged but repairable	Check with Library Director

Printing Fees

Black and white photocopies	\$0.15 Per page
Color photocopies.....	\$0.50 Per page
Computer Printouts	\$0.15 Per page

Fines

Printed Materials	\$0.15 Per day	Max of \$5.00
DVDs and games	\$0.50 Per day	Max of \$5.00

Miscellaneous

Meeting room reservation.....	\$25.00	For 4 hours, \$5.00/hour thereafter
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Veterans Memorial Pool and Aquatic Center Fees

Admissions

Daily Pool Admission	\$ 6.00 2 & under Free
After 5 PM Admission.....	\$ 3.00
Tot Splash Time	\$ 2.50 Free with season pass
Adult Lap Swim.....	\$2.50 Free with season pass
Open Night Swim	\$ 2.50 Free with season pass
10 Swim Punch Card.....	\$ 60.00
20 Swim Punch Card.....	\$ 120.00

Season Passes (20% Discount Through April 19)

1 Person Season Pool Pass	Resident: \$73.00	Non-Resident: \$84.00
2 Person Season Pool Passes.....	Resident: \$128.00	Non-Resident: \$148.00
3 Person Season Pool Passes.....	Resident: \$138.00	Non-Resident: \$160.00
4 Person Season Pool Passes.....	Resident: \$148.00	Non-Resident: \$172
5 Person Season Pool Passes.....	Resident: \$158.00	Non-Resident: \$184.00
Each Additional Person	Resident: \$10.00	Non-Resident: \$12.00

Season Passes (April 20 – End of Season)

1 Person Season Pool Pass	Resident: \$ 91.00	Non-Resident: \$105.00
2 Person Season Pool Passes.....	Resident: \$161.00	Non-Resident: \$185.00
3 Person Season Pool Passes.....	Resident: \$173.00	Non-Resident: \$200.00
4 Person Season Pool Passes.....	Resident: \$185.00	Non-Resident: \$215.00
5 Person Season Pool Passes.....	Resident: \$197.00	Non-Resident: \$230.00
Each Additional Person	Resident: \$12.00	Non-Resident: \$15.00

Lessons

Mighty Minnows Swim Lessons	Resident: \$ 26.00	Non-Resident: \$31.00
Red Cross Swim Lessons.....	Resident: \$42.00	Non-Resident: \$47.00

Pool Party Rental Fees

Entire Pool.....	\$360.00
Large Pool Only	\$264.00
Shallow Pool Only	\$165.00
Birthday Party Area.....	\$55.00

Parks and Recreation Program Fees

Special Needs Dances	\$4.00	
Adult Dances	\$6.00	
Family Sweetheart Dance	\$18.00 /child	\$23.00/adult
Family Fun Night	\$18.00 /child	\$23.00 /adult
Flashlight Easter Egg Hunt.....	Resident: \$7.25	Non-Resident: \$9.00
Mad Science Workshops.....	Resident: \$35	Non-Resident: \$40.00
Mad Science Camps	Resident: \$95-\$155	Non-Resident: \$100-160
Bricks 4 Kidz Workshops	Resident: \$38-\$46	Non-Resident: \$43-\$51
Bricks 4 Kidz Academy.....	Resident: \$143.00	Non-Resident: \$148.00
Lego Robotics Lab	Resident: \$43-\$47	Non-Resident: \$48-\$52
Nature Explorers	Resident: \$42-\$47	Non-Resident: \$47-\$51
Family Horseback Rides	Resident: \$32-\$38	Non-Resident: \$37-\$43
Junior Police Academy	Resident: \$28.00	Non-Resident: \$33.00 Junior Fire Academy.....
Resident: \$21.00	Non-Resident: \$26.00	
Rocket Camp	Resident: \$119.00	Non-Resident: \$124.00
Magicamp		
Resident: \$42.00	Non-Resident: \$47.00	
Hot Air Balloon Camp.....	\$60.00	
Bullseye Camp	Resident: \$ 66.00	Non-Resident: \$71.00
Creative Geniuses	Resident: \$49.00-\$78.00	Non-Resident: \$54.00-\$83.00Creative
Geniuses Art Night	Resident: \$24.00	Non-Resident: \$29.00Rounded Minds
Art	Resident: \$ 84.00	Non-Resident: \$89.00
Rounded Minds Soccer	Resident: \$48.00-\$ 82.00	Non-Resident: \$53.00-\$87.00
Kids Cooking.....		
Resident: \$18.00	Non-Resident: \$22.50	
Babysitting Clinic.....	Resident: \$31.00	Non-Resident: \$36.00
It's Tea Time	Resident: \$12.00	Non-Resident: \$15.00
Dinner Delights.....	Resident: \$120.00-\$240.00	Non-Resident: \$125.00-\$245.00
Adult Dance Classes		
Resident: \$53.00	Non-Resident: \$58.00	
Beginning Quilting.....	Resident: \$38.00-\$58.00	Non-Resident: \$43.00-\$63.00
Adult Painting Workshops	Resident: \$24.00-\$54.00	Non-Resident: \$29.00-\$59.00
Beginning Vegetable Gardening	Resident: \$11.00	Non-Resident: \$13.75
Starting Plants from Seeds.....	Resident: \$6.00	Non-Resident: \$7.50Think Spring
Garden Seminar	\$ 54.00	
Garden Art.....	\$24.00-\$48.00	
Senior Trips	Resident: \$10.00-\$54.00	Non-Resident: \$12.50-\$59.00Youth
Softball Leagues	Resident: \$62.00-\$82.00	Non-Resident: \$67.00-\$87.00
Adult Slow Pitch Leagues	\$375-\$495/team	
T-Ball Leagues	Resident: \$26.00-\$40.00	Non-Resident: \$31.00-\$45.00Youth
Tennis Lessons		
Resident: \$35.00	Non-Resident: \$39.00	

Youth Flag Football Leagues	Resident: \$53.00	Non-Resident: \$58.00
Leagues	Resident: \$62.00	Non-Resident: \$67.00
Adult Basketball Leagues	\$190.00/team	
Adult Bags League	\$48/team	
Chicometrics.....	Resident: \$37.00-\$49.00	Non-Resident: \$42.00-\$54.00

Parks and Recreation Facility Fees

Buxton Room – Weekend/No Alcohol	\$300/day	\$200 deposit
Buxton Room – Weekend/Alcohol.....	\$500/day	\$400 deposit
Buxton Room – Weekday.....	\$36/hr	
Conference & Arts/Craft Rooms	\$12/hr	
Park Shelters	Resident: \$6.00/hr	Non-Resident: \$7.00/hr
Pickard Campground.....	\$14.00/day	
Buxton Gazebo.....	\$42.00/day	
Amphitheater.....	\$72.00/day	\$100/deposit
Amphitheater Back Stage.....	\$30.00/day	
Selling Concessions Permit.....	\$30.00/day	
Charging Admissions Permit	\$30.00/day	
Softball Field Practices – Spring	\$245/team	
Softball Field Practices – Fall.....	\$145/team	
Softball Field Practices	\$12/75 minutes	
Adult Softball Field.....	\$90.00/day	
Youth Softball Field.....	\$75.00/day	
Dog Park Pass.....	\$25.00/year	
Recreation Equipment	\$1.00-\$12.00/day	
Cross Country Course.....	\$125.00/day	

Water Resource Recovery (WPC) Department Fees

Cleaning/Televising Lines

Normal Cleaning of Sewer Lines	\$1.25/foot	
Televise Lines with USB Report.....	\$1.25/foot	
Jet/Vac Lines with 2 Laborers	\$225.00/hour	Minimum 1 hour per call
Jet/Vac Lines with 2 Laborers Overtime	\$260.00/hour	Minimum 1 hour per call
Camera Van.....	\$195.00/hour	Minimum 1 hour per call
Camera Van Overtime.....	\$230.00/hour	Minimum 1 hour per call
Service Truck	\$175.00/hour	Minimum 1 hour per call
Labor	\$40.00/hour	Minimum 1 hour per call
Labor Overtime	\$60.00/hour	Minimum 1 hour per call

Miscellaneous Fees

Time of Sale Inspection Fee	\$50.00	
Time of Sale Re-inspection Fee	\$25.00	
Administration Fee.....	5%	
Late payment penalty	5% of the amount due shall be added to each delinquent bill	

City of Indianola
RESOLUTION NO. 2021-

**RESOLUTION APPROVING THE UPDATED FEE SCHEDULE TO INCLUDE RESIDENTIAL
RENTAL INSPECTIONS**

WHEREAS, the City of Indianola City Council reviews and approves the fee schedule for city services; and

WHEREAS, with the approval of the residential rental code, an amendment to the adopted fee schedule is necessary.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the following fees be added to the fee schedule:

Rental Inspection Certificate Fees

1. Single-family dwelling rental unit: \$75.00
2. Two-family dwelling rental unit: \$105.00
3. Townhouse dwelling rental units: \$75.00 plus an additional \$30.00 for each unit in excess of the first
4. Multi-family dwelling rental units: \$75.00 plus an additional \$30.00 for each unit

PASSED AND APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: November 15, 2021
Subject: Iowa Avenue Paving Project

Introduction: At their meeting on November 1, 2021, the City Council approved the completion of the East Iowa Paving Project. The scope of work for this project involved all work associated with the pavement construction on East Iowa Avenue, from 15th Street to approximately 0.25 miles east of 15th Street, including installation of sanitary sewer, storm sewer, street lighting, and water main infrastructure, new concrete pavement, sidewalks, and recreational trails.

Background: The City Council has previously authorized special assessments for this project.

Discussion: The engineer for this project, Dave Moeller with Snyder & Associates, has prepared the final schedule of assessments. Ahlers & Cooney, P.C. is assisting the City with the special assessment process for this project where they have provided the resolution needed for adopting and levying final schedule of assessments.

Budget Impact:

Recommendation: Staff is recommending that council approve the resolution adopting and levying final schedule of assessments.

Attachments: 1. Res adopting reduction in assessable costs and adopting and levying final schedule of assessments - East Iowa Avenue Paving Project (01964950x7F7E1).d

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Resolutions in connection with the East Iowa Avenue Paving Project.

- Resolution amending Resolution No. 2021-251 by adopting reduction in Assessable Costs for the East Iowa Avenue Paving Project.
- Resolution adopting and levying final schedule of assessments.

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

November 15, 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 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING RESOLUTION NO. 2021-251 BY ADOPTING REDUCTION IN ASSESSABLE COSTS FOR THE EAST IOWA AVENUE PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted:

RESOLUTION AMENDING RESOLUTION NO. 2021-251 BY ADOPTING
REDUCTION IN ASSESSABLE COSTS FOR THE EAST IOWA AVENUE
PAVING PROJECT

WHEREAS, on November 1, 2021, the City Council of the City of Indianola, Iowa, adopted Resolution No. 2021-251, ordering preparation of final plat and schedule of assessments for the East Iowa Avenue Paving Project, for final assessable project costs of \$327,913.22 to be assessed against the benefited properties; and

WHEREAS, the City was awarded an Economic Development grant from the United States Department of Commerce, which the City intends to apply to the total cost of the project, which will reduce the assessable costs by 50%; and

WHEREAS, the City Council now deems it proper to amend Resolution No. 2021-251 to reduce the amount of total assessable costs for the project due to the grant award proceeds.

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

1. That Resolution No. 2021-251 is hereby amended to reduce the amount of final assessable costs for the Iowa Avenue Paving Project from \$327,913.22, to \$163,956.62.

2. That the Engineer is hereby instructed to prepare an amended final plat and schedule showing the separate lots or parcels of ground subject to assessment for the cost of the East Iowa Avenue Paving Project, together with the names of the owners thereof, so far as practicable, and the amount assessable by law against each lot or parcel of ground so assessable, and against any railway or street railway legally assessable therefor, and of the whole amount of the cost of said improvements shall be assessed against the benefited properties, but not in excess

of the amounts so assessed in the preliminary plat and schedule for the improvement, and filed in the office of the Clerk.

PASSED AND APPROVED this 15th day of November, 2021.

Mayor

ATTEST:

City Clerk

Council Member _____ introduced the following Resolution entitled "RESOLUTION ADOPTING AND LEVYING FINAL SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE PAYMENT THEREOF FOR THE EAST IOWA AVENUE PAVING PROJECT" and moved its adoption. Council Member _____ seconded the motion to adopt. The roll was called, and the vote was:

AYES: _____

NAYS: _____

Whereupon the Mayor declared the following Resolution duly adopted as follows:

RESOLUTION ADOPTING AND LEVYING FINAL
SCHEDULE OF ASSESSMENTS, AND PROVIDING FOR THE
PAYMENT THEREOF FOR THE EAST IOWA AVENUE
PAVING PROJECT

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

That after full consideration of the final schedule of assessments and accompanying plat showing the assessments proposed to be made for the construction of the East Iowa Avenue Paving Project, within the City, under contract with Vanderpool Construction, Inc. of Indianola, Iowa, which final plat and schedule was filed in the office of the Clerk on the _____ day of _____, 2021; said assessments are hereby corrected by making the following changes and reductions:

NAME OF PROPERTY OWNER AND DESCRIPTION OF PROPERTY	PROPOSED FINAL ASSESSMENT	PROPOSED FINAL CONDITIONAL DEFICIENCY, IF ANY	CORRECTED FINAL CONDITIONAL DEFICIENCY, IF ANY	CORRECTED FINAL ASSESSMENT
--	---------------------------------	---	--	----------------------------------

BE IT FURTHER RESOLVED, that the said schedule of assessments and accompanying plat, be and the same are hereby approved and adopted; and that there be, and is hereby assessed and levied, as a special tax against and upon each of the lots, parts of lots and parcels of land, and the owner or owners thereof liable to assessment for the cost of said improvements, the respective sums expressed in figures set opposite to each of the same on account of the cost of the construction of the said improvements. Provided, further, that the amounts shown in said final schedule of assessments as deficiencies are found to be proper and are levied conditionally against the respective properties benefited by the improvements as shown in the schedule, subject to the provisions of Section 384.63, Code of Iowa. Said assessments against said lots and parcels of land are hereby declared to be in proportion to the special benefits conferred upon said property by said improvements, and not in excess thereof, and not in excess of 25% of the value of the same.

BE IT FURTHER RESOLVED, that said assessments of \$500.00 or more shall be payable in ten equal annual installments and shall bear interest at the rate of nine (9) percent per annum, the maximum rate permitted by law, from the date of the acceptance of the improvements; the first installment of each assessment, or total amount thereof, if it be less than \$500.00, with interest on the whole assessment from date of acceptance of the work by the Council, shall become due and payable on July 1, 2022; succeeding annual installments, with interest on the whole unpaid amount, shall respectively become due on July 1st annually thereafter, and shall be paid at the same time and in the same manner as the September semiannual payment of ordinary taxes. Said assessments shall be payable at the office of the City Clerk, in full or in part and without interest within thirty days after the date of the first publication of the notice of the filing of the final plat and schedule of assessments to the County Treasurer of Warren County, Iowa.

BE IT FURTHER RESOLVED, that the Clerk be and is hereby directed to certify said final plat and schedule to the County Treasurer of Warren County, Iowa, and to publish notice of said certification once each week for two consecutive weeks in a legal newspaper printed wholly in the English language, published in the City, and of general circulation in the City of Indianola, Iowa, the first publication of said notice to be made within fifteen days from the date of the filing of said schedule with the County Treasurer, the Clerk shall also send by ordinary mail to all property owners whose property is subject to assessment a copy of said notice, said mailing to be on or before the date of the second publication of the notice, all as provided and directed by Code Section 384.60, Code of Iowa.

BE IT FURTHER RESOLVED, that the Clerk is directed to certify the deficiencies for lots specially benefited by the improvements, as shown in the final schedule of assessments, to the County Treasurer for recording in the Special Assessment Deficiencies Book and to the City official charged with responsibility for the issuance of building permits. Said deficiencies are conditionally assessed to the respective properties under Section 384.63, Code of Iowa, for the amortization period specified by law.

The Clerk is authorized and directed to ascertain the amount of assessments remaining unpaid after the thirty day period against which improvement bonds may be issued and to proceed on behalf of the City with the sale of said bonds, to select a date for the sale thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the City and this Council and otherwise to take all action necessary to permit the sale of said bonds on a basis favorable to the City and acceptable to the Council.

PASSED AND APPROVED this 15th day of November, 2021.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

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

(SEAL)

Page 288 of 389



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: November 15, 2021
Subject: Resolution amending Resolution No 2021-251 by adopting reduction in Assessable Costs for the East Iowa Avenue Paving Project.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

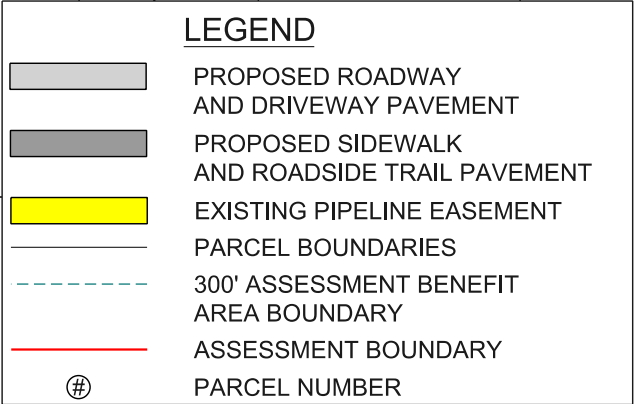
From: Akhilesh Pal, Public Works Director

Date: November 15, 2021

Subject: Resolution adopting and levying final schedule of assessments, and providing for the payment thereof for the East Iowa Avenue Paving Project.

Recommendation: Staff is recommending that Council approve the resolution adopting and levying final schedule of assessments.

Attachments: 1. Final Assessment_platandschedule_2021-11-08_Iowa Ave

[illegible]

EAST IOWA AVENUE PAVING PROJECT

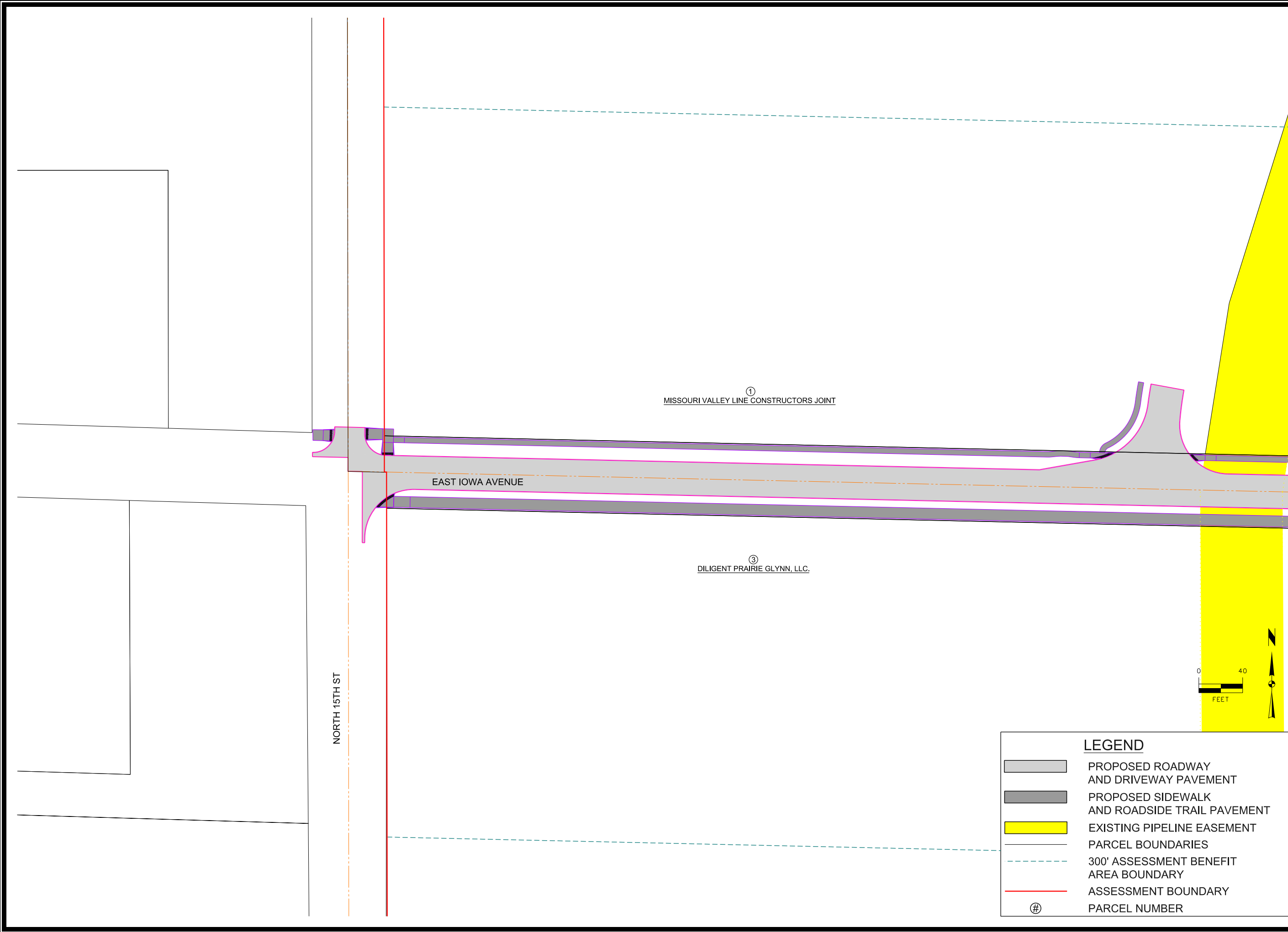
FINAL ASSESSMENT PLAT

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com





1	MARK	NAME CHANGES		11/01/21		EDG
		REVISION		DATE	BY	
	Engineer:	MLA	Checked By: DNM	Scale:	1"= 40'	
	Technician:	KSB	Date: 10/12/2021	Field Bk:	Pg:	
Project No: 1191077				Sheet 2 of 3		

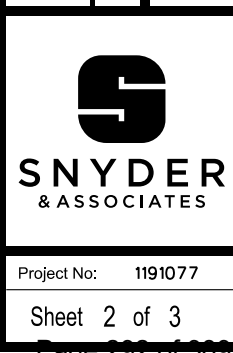
EAST IOWA AVENUE PAVING PROJECT

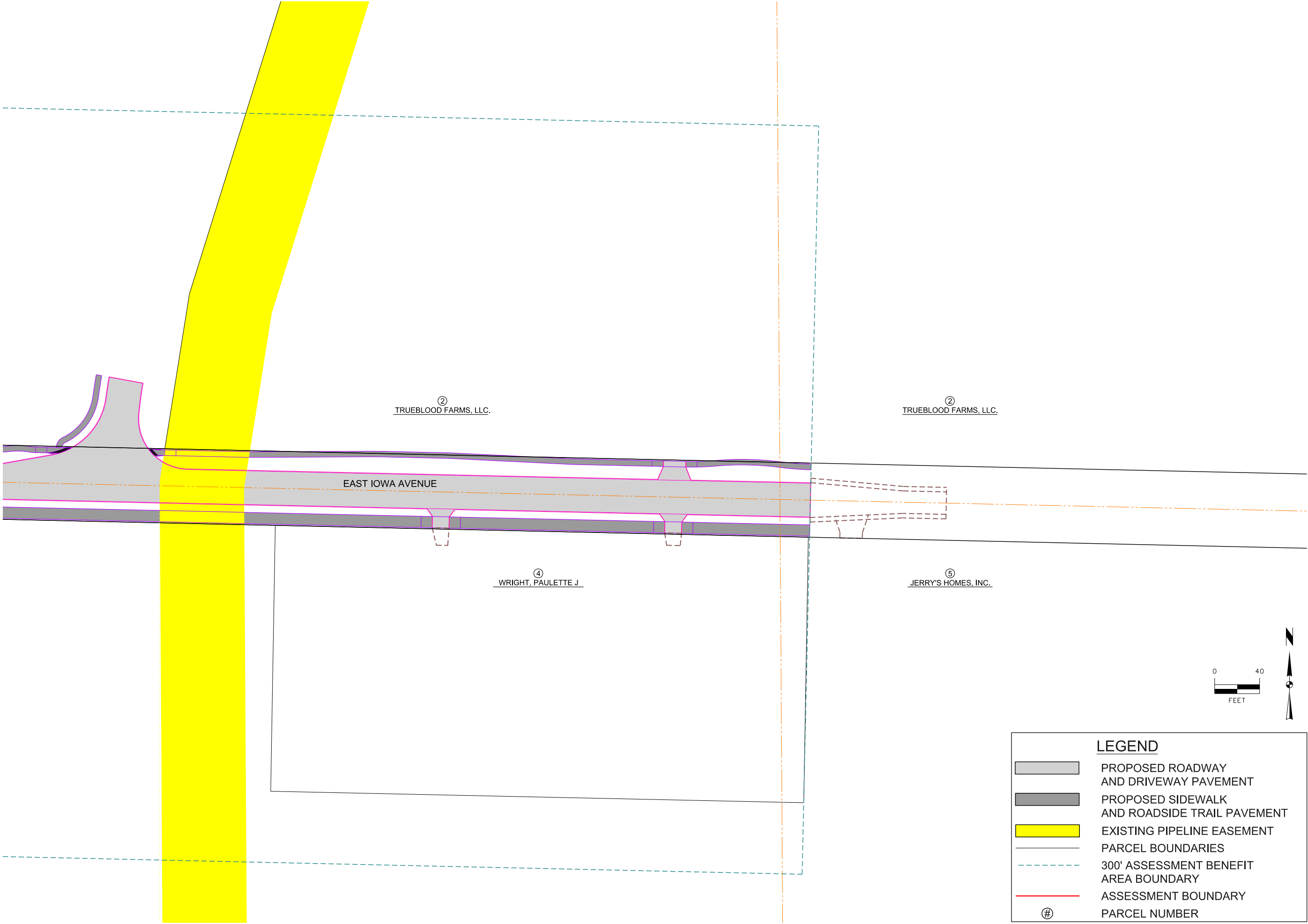
FINAL ASSESSMENT PLAT

INDIANOLA, IOWA

SNYDER & ASSOCIATES, INC.

2727 S.W. SNYDER BLVD.
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515-964-2020 | www.snyder-associates.com







SNYDER & ASSOCIATES

EAST IOWA AVENUE PAVING PROJECT

FINAL ASSESSMENT PLAT

INDIANOLA, IOWA

Project No: 1191077

Sheet 3 of 3

2727 S.W. SNYDER BLVD.
ANKENY, IOWA 50023
515-964-2020 | www.snyder-associates.com

MLA	NAME CHANGES	11/01/21	EDC						
MARK	REVISION	DATE	BY						
Engineer: MLA	Checked By: DNM	Scale: 1"= 40'							
Technician: KSB	Date: 10/12/2021	Field Bk:	Pg:						
Project No: 1191077			Sheet 3 of 3						

FINAL ASSESSMENT SCHEDULE EAST IOWA AVENUE PAVING PROJECT City of Indianola Snyder & Associates, Inc. - November 1, 2021																
Division 1: Consists of all properties within the East Iowa Avenue Paving benefit limits receiving new sidewalk or roadside trail.																
Division 2: Consists of all properties within the East Iowa Avenue Paving benefit limits.																
Parcel No.	Warren County Parcel ID.	Property Owner(s) of Record	Mailing Address of Title Holder	Legal Description per Warren County	Council Valuation	Parcel Area (Ac.)	DIVISION 1		DIVISION 2							
							Sidewalk Area (SY)	Sidewalk Assessment	Units of Benefit	Restrictive Easement Reduction	Adjusted Units of Benefit	Roadway Assessment	Total Assessment	Conditional Deficiency	Final Assessment	% of Total Project Cost
1	48870200500	Missouri Valley Line Constructors Joint Apprenticeship & Training Fund (Formerly Missouri Valley Electrical JATC)	1707 N 14th St Indianola IA 50125	SEC PCL C SW NW & NW SW	\$1,157,750.00	46.31	296.43	\$8,967.01	1492.57	-	1492.57	\$38,256.50	\$47,223.51	\$47,223.51 Note 3	\$0.00	0.00%
2	49023200643 49023200620	Trueblood Farms LLC	1515 Shasta Dr #1505 Davis, CA 95616	CAL NW SW EX NE 1/4 & EX PCL C CAL NE SW	\$794,945.50	45.41	256.82	\$7,768.81	1101.20	-68.24	1032.96	\$26,476.10	\$34,244.91	\$0.00	\$34,244.91	3.75%
3	49023200663	Diligent Prairie Glynn, LLC	12119 Stratford Dr Ste B Clive, IA 50325	CAL SW SW EX W 35' & EX PCL B & EX PRAIRIE GLYNN PLAT 1	\$617,200.00	30.86	375.78	\$11,367.35	1685.50	-73.87	1611.63	\$41,308.17	\$52,675.52	\$0.00	\$52,675.52	5.76%
4	48870200662	Wright, Paulette J (Formerly Glascock)	1715 E Iowa Ave Indianola, IA 50125	SEC PCL B S 1/2 SW	\$250,000.00	22.57	210.77	\$6,375.79	912.91	-	912.91	\$23,399.07	\$29,774.86	\$22,331.15 Note 4	\$7,443.71	0.81%
5	49023200680	Jerry's Homes Inc. (Formerly Williams, Steven C/Barbara K)	3900 Westown Pkwy, Ste 100 West Des Moines, IA 50266	CAL SE SW EX PCLS A & B	\$515,850.00	34.39	0.53	\$16.03	0.85	-	0.85	\$21.79	\$37.82	\$0.00	\$37.82	0.00%
							1140.33	\$34,494.99	5193.03	-142.11	5050.92	\$129,461.63	\$163,956.62	\$69,554.66	\$94,401.96	10.32%
Notes: 1. Parcel areas are approximate and based on Warren County Assessor's information as listed on their Beacon website. 2. Parcel frontage is approximate and based on Warren County Assessor's information as listed on their Beacon website. 3. Assessment satisfied via development agreement between the City and Missouri Valley Line Constructors Joint Apprenticeship & Training Fund. 4. Conditional Deficiency from development agreement between City and Paulett Glascock. 5. City Received US Dept of Commerce, Economic Development Grant, Award No. 05-01-05944. Grant reduces assessable cost by 50%.																

PROJECT COSTS: DIVISION 1 ASSESSMENTS



EAST IOWA AVENUE PAVING PROJECT
 FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
 INDIANOLA, IA
 119.1077

					DIVISION 1	
ITEM	DESCRIPTION	TOTAL PROJECT	UNIT	UNIT PRICE	QUANTITY	EXTENDED COST
1	Sidewalk, PCC, 4"	2055.44	SY	\$ 55.00	1140.33	\$ 62,718.15
					Subtotal:	\$ 62,718.15
					10% Default Fund:	\$ 6,271.82
					DIVISION 1 TOTAL ASSESSABLE COSTS	\$ 68,989.97

PROJECT COSTS: ASSESSMENT ELIGIBILITY



EAST IOWA AVENUE PAVING PROJECT
FROM NORTH 15TH STREET TO EAST OF NORTH 17TH STREET
INDIANOLA, IA
119.1077

						DIVISION 2	
ITEM	DESCRIPTION	TOTAL PROJECT	UNIT	UNIT PRICE	ADJUSTED UNIT PRICE	QUANTITY	EXTENDED COST
1	Subgrade Preparation (1)	6770	SY	\$ 2.80	-	4702.52	\$ 13,167.06
2	Subbase, Modified (2)	6770	SY	\$ 7.80	-	4702.52	\$ 36,679.66
3	Pavement, PCC, 8" Thickness (3)	5740	SY	\$ 55.50	\$ 48.56	3820.80	\$ 185,538.05
						Subtotal:	\$ 235,384.77
						10% Default Fund:	\$ 23,538.48
						DIVISION 2 TOTAL ASSESSABLE COSTS	\$ 258,923.25

Notes

- (1) Assumes subgrade preparation to a width of 3' outside each back-of-curb.
- (2) Assumes modified subbase to a width of 3' outside each back-of-curb.
- (3) Unit price multiplied by 7/8 to convert from constructed 8" thick PCC pavement to the assessed 7" thick PCC pavement.



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Development Agreement with Cemen Tech

Introduction:

Background: As the Council is aware, Staff has been working with CemenTech regarding a proposed expansion project they plan to undertake. Phase One of this expansion project includes a nearly 1,700 square foot expansion, plus an interior remodel/ expansion of the existing mezzanine. In working with CemenTech, staff, with the assistance of the City's Bond Counsel, worked to negotiate a Development Agreement. Amongst many items, the Development Agreement proposes the following:

- Minimum Improvements by CemenTech shall require a total investment of approximately \$1,300,000 for construction costs.
- Subject to Unavoidable Delays, CemenTech will complete construction of the Minimum Improvements by April 1, 2023.
- CemenTech agrees to a minimum actual value for the Minimum Improvements on the Development Property (land and building value) of not less than \$2,893,300.
- CemenTech has added 100 jobs to the community over the past 10 years, and currently employs 100 Full-Time Equivalent Jobs in its operations. The agreement notes that CemenTech shall retain a Monthly Average of at least 100 Full-Time Equivalent Jobs through the life of the agreement.
- For and in consideration of the obligations being assumed by CemenTech, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees to make up to fifteen (15) consecutive annual payments of Economic Development Grants to CemenTech up to a total aggregate amount not to exceed \$427,500.00. The City will use Tax Increment Finance (TIF) monies to make the annual payments.
- Assuming the completion of the Minimum Improvements by April 1, 2023, the City will commence payment of the Economic Development Grants on June 1, 2026 and end the payments on the earlier of: (a) June 1, 2040, or (b) the date the maximum aggregate grant amount set forth has been paid.

Discussion:

Budget Impact:

Recommendation: Staff and Bond Counsel recommend approval of this Development Agreement.

Attachments: 1. Cemen Tech, Inc. DA -Execution Version

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA

AND

CEMEN TECH, INC.

_____, 2021

AGREEMENT
FOR
PRIVATE DEVELOPMENT

THIS AGREEMENT FOR PRIVATE DEVELOPMENT (“Agreement”), is made on or as of the ____ day of _____, 2021, by and between the CITY OF INDIANOLA, IOWA, a municipality (“City”), established pursuant to the Code of Iowa of the State of Iowa and acting under the authorization of Chapters 15A and 403 of the Code of Iowa, 2021, as amended (“Urban Renewal Act”) and CEMENT TECH, INC., an Iowa corporation having an office for the transaction of business at 1700 North 14th Street, Indianola, Iowa (“Developer”).

WITNESSETH:

WHEREAS, in furtherance of the objectives of the Urban Renewal Act, the City has undertaken a program for the development of an economic development area in the City and, in this connection, is engaged in carrying out urban renewal project activities in an area known as the Hillcrest/Downtown Unified Urban Renewal Area (the “Area” or “Urban Renewal Area”) established by the Hillcrest/Downtown Unified Urban Renewal Plan (the “Unified Plan” or “Unified Urban Renewal Plan”) adopted by Resolution No. 2015-44 on November 16, 2015, which Unified Plan has subsequently been amended several times; and

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

WHEREAS, Developer is the owner of certain real property located in the Urban Renewal Area, said property being more particularly described in Exhibit A attached hereto and made a part hereof (which property as so described is hereinafter referred to as the “Development Property”); and

WHEREAS, Developer intends to cause certain improvements to the existing facility on the Development Property (the “Minimum Improvements”), and Developer will thereafter cause the Renovated Facility on the Development Property to be operated in accordance with this Agreement, including the employment of employees therein (which obligations collectively are referred to herein as the “Project”); and

WHEREAS, Developer has applied for and may receive incentives from the State of Iowa under the High Quality Jobs Program; and

WHEREAS, the City is willing to provide certain incentives to Developer in consideration for its obligations all pursuant to the terms and conditions of this Agreement; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment generally of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. DEFINITIONS

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

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

Area or Urban Renewal Area means the area known as the Hillcrest/Downtown Unified Urban Renewal Area.

Assessor means the Warren County, Iowa Assessor.

Cemen Tech, Inc. TIF Account means a separate account within the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements.

Certificate of Completion means a certification in the form of the certificate attached hereto as Exhibit D and hereby made a part of this Agreement.

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

Code means the Code of Iowa, 2021, as amended.

Commencement Date means the date of this Agreement.

Developer means Cemen Tech, Inc., and its permitted successors and assigns.

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

Economic Development Assistance Contract or EDA Contract means that contract to be entered into by and among Developer, City, and the Iowa Economic Development Authority related to incentives provided to Developer for this Project pursuant to the High Quality Jobs Program.

Economic Development Grants means the payments to be made by the City to Developer under Article VIII of this Agreement.

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

First Mortgage means any Mortgage granted to secure any loan made pursuant to either a mortgage commitment obtained by Developer from a commercial lender or other financial institution to fund any portion of the construction costs and initial operating capital requirements of the Minimum Improvements or all such Mortgages as appropriate.

Full-Time Equivalent Job means the employment of one natural person for 8 hours per day for a 5-day, 40-hour workweek for 52 weeks per year, including paid holidays, vacations and other paid leave, or the definition in the EDA Contract, if an EDA Contract is executed for the Project.

Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Unified Urban Renewal Plan for the Urban Renewal Area.

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Minimum Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 4.1 of this Agreement.

Minimum Improvements means those improvements to the existing facility on the Development Property more particularly described in Exhibit B.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer under a policy or policies of insurance required to be provided and maintained by Developer, pursuant to Article V of this Agreement and remaining after deducting all expenses (including fees and disbursements of counsel) incurred in the collection of such proceeds.

Ordinance means the Ordinance(s) of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund.

Project means the construction of the Minimum Improvements on the Development Property and the retention and creation of Full-Time Equivalent Jobs in the Developer's operations on the Development Property as set forth in this Agreement.

Renovated Facility means the structure on the Development Property after the completion of the Minimum Improvements.

State means the State of Iowa.

Tax Increments means the incremental property tax revenues on the Minimum Improvements and Development Property (land and building/improvement value) divided and made available to the City for deposit in the Cemen Tech, Inc. TIF Account of the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City, with respect to a City-claimed delay).

Unified Urban Renewal Plan means the Hillcrest/Downtown Unified Urban Renewal Plan, as may be amended, approved with respect to the Hillcrest/Downtown Unified Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. Cemen Tech, Inc. is an Iowa corporation, duly organized and validly existing under the laws of the State of Iowa and duly registered and authorized to do business in the State of Iowa, and has all requisite power and authority to own and operate its properties, to carry on its business as now conducted and as presently proposed to be conducted, and to enter into and perform its obligations under this Agreement.

b. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution, and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

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

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

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

g. The construction of the Minimum Improvements will require a total investment of approximately \$1,300,000 for construction costs.

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

i. Developer has firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the terms of this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Minimum Improvements and operation of its business on the Development Property.

k. Subject to Unavoidable Delays, the Developer will complete construction of the Minimum Improvements by April 1, 2023.

l. Developer would not undertake its obligations under this Agreement without the payment by the City of the Economic Development Grants being made to Developer pursuant to this Agreement.

m. Developer will not seek to change the current land assessment category or the zoning classification of the Development Property or the Renovated Facility during the term of this Agreement.

ARTICLE III. CONSTRUCTION

Section 3.1. Construction of Minimum Improvements. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in accordance with the terms of this Agreement. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than the scope and scale of the Minimum Improvements as detailed in this Agreement and shall require a total investment of approximately \$1,300,000 for construction costs.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than April 1, 2023; or (ii) by such other date as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the site plans approved by the building official or any amendments thereto as may be approved by the building official.

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

Section 3.3. Certificate of Completion. Upon written request of Developer after completion of the Minimum Improvements, the City will inspect the Minimum Improvements and, if the Minimum Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within five (5) days after written request by Developer provide a written statement indicating in adequate detail in what respects Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default under the terms of this Agreement, and what measures or acts it will be necessary, in the opinion of the City, for Developer to take or perform in order to obtain such Certificate of Completion.

Issuance by the City of the Certificate of Completion pursuant to this Section 3.3 is solely for the purposes of this Agreement and shall not constitute approval for any other City purpose shall it subject the City to any liability for the Development Property or the Minimum Improvements as constructed.

ARTICLE IV. ASSESSED VALUE AND PROPERTY TAXES

Section 4.1. Assessment Agreement. As further consideration for this Agreement, Developer and the City shall execute an agreement substantially in the form of Exhibit F, pursuant to the provisions of Iowa Code Section 403.6(19), whereby Developer shall agree to a minimum actual value for the Minimum Improvements on the Development Property for the purpose of calculating real property taxes (the “Assessment Agreement” or “Minimum Assessment Agreement”) through the Assessment Termination Date (as set in the Minimum Assessment Agreement). Specifically, Developer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements on the Development Property (land and building value) of not less than \$2,893,300 (the “Assessor’s Minimum Actual Value”), before rollback. Nothing in the Assessment Agreement shall:

- a. limit the discretion of the Assessor for the County to assign an actual value to the buildings on the Development Property in excess of the Assessor’s Minimum Actual Value; or
- b. prohibit Developer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer shall not seek a reduction of such actual value below the Assessor’s Minimum Actual Value.

The Assessment Agreement must be certified by the Assessor for the County, as provided for in Iowa Code Section 403.6(19), and be filed for record in the office of the County Recorder. Such filing shall constitute notice to any subsequent encumbrancer or purchaser of the Development Property or any part thereof, whether voluntary or involuntary. The Assessment Agreement will be binding and enforceable in its entirety against any such subsequent encumbrancer or purchaser, as well as all prior lienholders and the holder of a mortgage, each of which shall sign a consent to the Minimum Assessment Agreement.

Section 4.2. Real Property Taxes. Developer, or its successors shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Renovated Facility. Until Developer’s obligations have been assumed by any other person or legal title to the property is vested in another person, all pursuant to the provisions of this Agreement, Developer and shall be solely responsible for all assessments and taxes.

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

- a. They will not seek administrative review or judicial review of the applicability or constitutionality of any tax statute relating to the taxation of real property contained on the Development Property determined by any tax official to be applicable to the Development Property or Renovated Facility, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and
- b. They will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of real property contained on the Development Property between the date of execution of this Agreement and the Termination Date.

ARTICLE V. INSURANCE

Section 5.1. Insurance Requirements. Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder’s risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are

customarily carried by like organizations engaged in activities of comparable size and liability exposure.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER

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

Section 6.2. Maintenance of Records. Developer will keep at all times proper books of record and account in which full, true, and correct entries will be made of all dealings and transactions of or in relation to their business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and Developer will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer will comply with all State, federal, and local laws, rules and regulations relating to the Development Property, Minimum Improvements, and Renovated Facility.

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

Section 6.5. Available Information. Upon request, Developer shall promptly provide the City with copies of information requested by City that are related to this Agreement, the EDA Contract (if an EDA Contract is executed), or the Project so that City can determine compliance with this Agreement.

Section 6.6. Employment Obligations. Developer has added 100 jobs into the community over the past 10 years, and currently employs 100 Full-Time Equivalent Jobs in its operations at the Development Property and shall retain a Monthly Average of at least 100 Full-Time Equivalent Jobs at the Development Property until at least the Termination Date of this Agreement to be eligible for the Economic Development Grants. For the purposes of this Agreement, “Monthly Average” means the average number of Full-Time Equivalent Jobs employed by Developer as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certification submitted pursuant to Section 6.7. Developer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Developer Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, a duly authorized officer of Developer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Renovated Facility have been timely paid for the prior fiscal year (and for the current year, if due); (ii) the date of the first full assessment after completion of the Minimum Improvements; (iii) the total number of Full-Time Equivalent Jobs employed by the Developer at the Renovated Facility as of each October 1 and the first day of each of the preceding eleven (11) months; and (iv) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding

twelve (12) months, Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of this Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2039, both dates inclusive. Developer shall provide supporting information for its Annual Certifications upon request of the City. See Exhibit E for form required for Developer's Annual Certification.

Section 6.8. Term of Operation. Developer shall maintain its operations at the Renovated Facility on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement.

Section 6.9. Developer Completion Guarantee. By signing this Agreement, Developer hereby guarantees to the City performance by Developer of all the terms and provisions of this Agreement pertaining to Developer's obligations with respect to the construction of the Minimum Improvements. Without limiting the generality of the foregoing, Developer guarantees that: (a) construction of the Minimum Improvements shall commence and be completed within the time limits set forth herein; (b) the Minimum Improvements shall be constructed and completed in accordance with the terms of this Agreement and any site/construction plans submitted to the City's building officials; (c) the Minimum Improvements shall be constructed and completed free and clear of any mechanic's liens, materialman's liens and equitable liens; and (d) all costs of constructing the Minimum Improvements shall be paid when due.

Section 6.10. EDA Contract. If the EDA Contract is executed for this Project, then the City's sole local match for the State incentives that may be provided pursuant to the EDA Contract shall be the Economic Development Grants that may be paid to Developer under the terms of Article VIII of this Agreement.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, Renovated Facility, or this Agreement to any other party unless: (i) the transferee partnership, corporation, limited liability company or individual assumes in writing all of the obligations of Developer under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall not be unreasonably withheld, conditioned, or delayed.

b. In the event that Developer wishes to assign this Agreement, Developer and the transferee individual or entity shall request that the City consent to an amendment or assignment of this Agreement to accommodate the transfer and to provide for the assumption of all Developer's obligations under this Agreement. Such transfer shall not be effective unless and until the City consents in writing to an

amendment or assignment of this Agreement authorizing the transfer, which consent shall be given or withheld in the sole discretion of the City. The City shall not unreasonably withhold consent.

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

ARTICLE VIII. ECONOMIC DEVELOPMENT GRANTS

Section 8.1. Economic Development Grants.

a. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer being and remaining in compliance with the terms of this Agreement, to make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer up to a total aggregate amount not to exceed Four Hundred Twenty-Seven Thousand Five Hundred Dollars (\$427,500.00). Assuming the completion of the Minimum Improvements by April 1, 2023, full assessment of the Minimum Improvements on January 1, 2024, and debt certification by the City to the Auditor prior to December 1, 2024, the City will commence payment of the Economic Development Grants on June 1, 2026 and end the payments on the earlier of: (a) June 1, 2040, or (b) the date the maximum aggregate grant amount set forth in Section 8.3 has been paid. The grant payments shall be made pursuant to the following schedule:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2026	100% of Tax Increments for the Fiscal Year 25-26
June 1, 2027	100% of Tax Increments for the Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for the Fiscal Year 31-32
June 1, 2033	100% of Tax Increments for the Fiscal Year 32-33
June 1, 2034	100% of Tax Increments for the Fiscal Year 33-34
June 1, 2035	100% of Tax Increments for the Fiscal Year 34-35
June 1, 2036	100% of Tax Increments for the Fiscal Year 35-36
June 1, 2037	100% of Tax Increments for the Fiscal Year 36-37
June 1, 2038	100% of Tax Increments for the Fiscal Year 37-38
June 1, 2039	100% of Tax Increments for the Fiscal Year 38-39
June 1, 2040	100% of Tax Increments for the Fiscal Year 39-40

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the Cemen Tech, Inc. TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the “Economic Development Grants”).

b. Minimum Improvements Only. The parties recognize that the Minimum Improvements consist of the renovation of an existing facility located on the Development Property. For the purposes of this Agreement, the January 1, 2021 assessed value of the existing facility and Development Property will not be considered part of the Tax Increments for purposes of calculating the amount of any Economic Development Grants.

Section 8.2. Reserved.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the fifteen-year time period, but in no event shall exceed Four Hundred Twenty-Seven Thousand Five Hundred Dollars (\$427,500.00) in the aggregate.

Section 8.4. Limitations. The Economic Development Grants are only for the Project described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Developer’s compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement and the payment of real property taxes; and
- b. Execution of the Minimum Assessment Agreement by and among the City, Developer, any lienholders, and Assessor in substantially the form of Exhibit F, pursuant to Section 4.1 of this Agreement;
- c. Developer’s timely filing of the Annual Certifications required under Section 6.7 hereof; and
- d. Developer being and remaining in compliance with the terms of the EDA Contract, if the EDA Contract is executed.

In the event that an Event of Default occurs or any certification filed by Developer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer fully complies with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the Cemen Tech, Inc. TIF Account of the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the Cemen Tech, Inc. TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment; the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund an

Economic Development Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Minimum Improvements and Development Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer. If the circumstances continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer with respect to the use thereof.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

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

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

d. All covenants, stipulations, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the

City, and not of any governing body member, officer, agent, servant, or employee of the City in the individual capacity thereof.

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

ARTICLE X. REMEDIES

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

- a. Failure by Developer to cause the Minimum Improvements to be constructed or operated pursuant to the terms and conditions of this Agreement;
- b. Transfer of any of Developer’s interests in the Development Property, Renovated Facility, or this Agreement or the assets of Developer in violation of the provisions of this Agreement;
- c. Failure by Developer to timely pay ad valorem taxes on the Development Property and Renovated Facility;
- d. Failure by Developer to substantially observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, the Minimum Assessment Agreement, or the EDA Contract (if the EDA Contract is executed);
- e. The holder of any Mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable Mortgage documents;
- f. Developer:
 - i. files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or
 - ii. makes an assignment for the benefit of its creditors; or
 - iii. admits in writing its inability to pay its debts generally as they become due; or
 - iv. is adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Renovated Facility, or part thereof, shall be appointed in any proceedings brought against Developer and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment;
- g. Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been

incorrect, incomplete, or misleading in any material respect on or as of the date of the issuance or making thereof; or

h. Failure of Developer to execute the Minimum Assessment Agreement or comply with the terms thereof or failure of the Minimum Improvements to qualify for the Assessor's Minimum Actual Value established therein.

Section 10.2. Remedies on Default. Whenever any Event of Default referred to in Section 10.1 of this Agreement occurs and is continuing, the City may take any one or more of the following actions after giving thirty (30) days' written notice to Developer, and the holder of the First Mortgage (but only to the extent the City has been informed in writing of the existence of a First Mortgage and been provided with the address of the holder thereof) of the Event of Default, but only if the Event of Default has not been cured to the satisfaction of the City within said thirty (30) days, or if the Event of Default cannot reasonably be cured within thirty (30) days and Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible:

a. The City may suspend its performance under this Agreement until it receives assurances from Developer, deemed adequate by the City, that Developer will cure the default and continue performance under this Agreement;

b. The City may terminate this Agreement;

c. The City may withhold the Certificate of Completion;

d. The City may take any action, including legal, equitable or administrative action, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of Developer under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default, including if Developer fails to satisfy its employment obligations under Section 6.6 hereof, and the City shall be entitled to recover from Developer, and Developer shall repay to the City, an amount equal to the full amount of any Economic Development Grants made to Developer after the Event of Default, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer.

Section 10.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 10.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 10.5. Agreement to Pay Attorneys' Fees and Expenses. Whenever any Event of Default occurs and the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of Developer herein contained, Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other expenses as may be reasonably and appropriately incurred by the City in connection therewith.

ARTICLE XI. MISCELLANEOUS

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

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

- a. In the case of Developer, is addressed or delivered personally to Cemen Tech, Inc. at 1700 North 14th Street, Indianola, Iowa 50215, Attn: Connor Deering, CEO;
- b. In the case of the City, is addressed to or delivered personally to the City at City of Indianola at City Hall, 110 North 1st Street, Indianola, Iowa 50215, Attn: City Clerk;

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

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

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

Section 11.5. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

Section 11.6. Entire Agreement. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 11.7. Successors and Assigns. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective permitted successors and assigns.

Section 11.8. Termination Date. This Agreement shall terminate and be of no further force or effect on and after December 31, 2040, unless terminated earlier under the provisions of this Agreement.

Section 11.9. Memorandum of Agreement. The parties agree to execute and record a Memorandum of Agreement for Private Development, in substantially the form attached as Exhibit C, to serve as notice to the public of the existence and provisions of this Agreement, and the rights and interests held by the City by virtue hereof. The City shall pay for all costs of recording.

Section 11.10. No Third-Party Beneficiaries. No rights or privileges of either party hereto shall inure to the benefit of any landowner, contractor, subcontractor, material supplier, or any other person or entity, and no such contractor, landowner, subcontractor, material supplier, or any other person or entity shall be deemed to be a third-party beneficiary of any of the provisions contained in this Agreement.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and Developer has caused this Agreement to be duly executed in its name and behalf by its authorized representative, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Pam Pepper, Mayor

ATTEST:

By: _____
Andrew J. Lent, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Pam Pepper and Andrew J. Lent, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City 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

[Signature page to Agreement for Private Development – City of Indianola]

CEMEN TECH, INC.,
an Iowa corporation

By: _____
Connor Deering, CEO

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Connor Deering, to me personally known, who, being by me duly sworn, did say that he is the CEO of Cemen Tech, Inc., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Agreement for Private Development – Cemen Tech, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

The South 878 feet of the East 620 feet of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Nineteen (19) Township Seventy-six (76) North Range Twenty-three (23) West of the 5th P.M. and the north 38 feet of Lot Four (4), Indianola Industrial Park, an Official Plat, all now in and forming part of the City of Indianola, Warren County, Iowa, and containing 13.02 acres, more or less.

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the renovation of an existing facility on the Development Property, including the construction of a new 7,200 square foot building, remodel of existing offices, expansion of two truck bays, and the addition of four additional truck bays and eight additional offices. The Renovated Facility will be used for Developer's operations on the Development Property, which will allow for the retention and hiring of employees. The construction of the Minimum Improvements will be completed by April 1, 2023. Construction costs are expected to be approximately \$1,300,000.

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: Andrew J. Lent, City Clerk, City Hall, 110 North 1st Street, Indianola, IA 50215

EXHIBIT C
MEMORANDUM OF AGREEMENT FOR PRIVATE DEVELOPMENT

WHEREAS, the City of Indianola, Iowa (“City”) and Cemen Tech, Inc. (“Developer”) did on or about the ____ day of _____, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement and the Hillcrest/Downtown Unified Urban Renewal Plan (“Plan”), as amended, to develop certain real property located within the City and within the Hillcrest/Downtown Unified Urban Renewal Area, legally described as follows:

The South 878 feet of the East 620 feet of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Nineteen (19) Township Seventy-six (76) North Range Twenty-three (23) West of the 5th P.M. and the north 38 feet of Lot Four (4), Indianola Industrial Park, an Official Plat, all now in and forming part of the City of Indianola, Warren County, Iowa, and containing 13.02 acres, more or less.

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on December 31, 2040, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City and Developer desire to record a Memorandum of the Agreement referring to the Development Property and their respective interests therein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. That the recording of this Memorandum of Agreement for Private Development shall serve as notice to the public that the Agreement contains provisions restricting development and use of the Development Property and the improvements located and operated on such Development Property.

2. That all of the provisions of the Agreement and any subsequent amendments thereto, if any, even though not set forth herein, are by the filing of this Memorandum of Agreement for Private Development made a part hereof by reference, and that anyone making any claim against any of said Development Property in any manner whatsoever shall be fully advised as to all of the terms and conditions of the Agreement, and any amendments thereto, as if the same were fully set forth herein.

3. That a copy of the Agreement and any subsequent amendments thereto, if any, shall be maintained on file for public inspection during ordinary business hours in the office of the City Clerk, Indianola, Iowa.

IN WITNESS WHEREOF, the City and Developer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2021.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Pam Pepper, Mayor

ATTEST:

By: _____
Andrew J. Lent, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Pam Pepper and Andrew J. Lent, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City 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

[Signature page to Memorandum of Agreement for Private Development – City of Indianola]

CEMEN TECH, INC.,
an Iowa corporation

By: _____
Connor Deering, CEO

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Connor Deering, to me personally known, who, being by me duly sworn, did say that he is the CEO of Cemen Tech, Inc., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Memorandum of Agreement for Private Development – Cemen Tech, Inc.]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Indianola, Iowa, (“City”) and Cemen Tech, Inc., an Iowa corporation (“Developer”) did on or about the _____ day of _____, 2021, make, execute and deliver, each to the other, an Agreement for Private Development (the “Agreement”), wherein and whereby Developer agreed, in accordance with the terms of the Agreement, to develop and maintain certain real property located within the City and as more particularly described as follows:

The South 878 feet of the East 620 feet of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Nineteen (19) Township Seventy-six (76) North Range Twenty-three (23) West of the 5th P.M. and the north 38 feet of Lot Four (4), Indianola Industrial Park, an Official Plat, all now in and forming part of the City of Indianola, Warren County, Iowa, and containing 13.02 acres, more or less.

(the “Development Property”); and

WHEREAS, the Agreement incorporated and contained certain covenants and restrictions with respect to the development of the Development Property, and obligated the Developer to construct certain Minimum Improvements (as defined therein) in accordance with the Agreement; and

WHEREAS, Developer has to the present date performed said covenants and conditions insofar as they relate to the construction of said Minimum Improvements in a manner deemed by the City to be in conformance with the Agreement to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all covenants and conditions of the Agreement with respect to the obligations of Developer, and its successors and assigns, to construct the Minimum Improvements on the Development Property have been completed and performed by Developer and are hereby released absolutely and forever terminated insofar as they apply to the land described herein. The County Recorder of Warren County is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions of said Agreement with respect to the construction of the Minimum Improvements on the Development Property.

All other provisions of the Agreement shall otherwise remain in full force and effect until termination as provided therein.

[Remainder of page intentionally left blank; signature pages follow]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 20____, before me a Notary Public in and for said State, personally appeared _____ and _____, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City 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

[Signature page to Certificate of Completion – City of Indianola]

EXHIBIT E
DEVELOPER ANNUAL CERTIFICATION
(due before October 15th as required under terms of Development Agreement)

The Developer certifies the following:

During the time period covered by this Certification, the Developer is and was in compliance with Section 6.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Renovated Facility have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____;

(iii) The total number of Full-Time Equivalent Jobs employed by the Developer at the Renovated Facility as of October 1, _____ and as of the first day of each of the preceding eleven (11) months were as follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May 1, 20__:	_____	November 1, 20__:	_____

(iv) The undersigned officer of Developer has re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer is not, or was not, in default in the fulfillment of any of the terms and conditions of the Agreement and that no Event of Default (or event which, with the lapse of time or the giving of notice, or both, would become an Event of Default) is occurring or has occurred as of the date of such certificate or during such period, or if the signer is aware of any such default, event or Event of Default, said officer shall disclose in such statement the nature thereof, its period of existence and what action, if any, has been taken or is proposed to be taken with respect thereto.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

CEMEN TECH, INC.,
an Iowa corporation

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: Andrew J. Lent, City Clerk, City Hall, 110 North 1st Street, Indianola, IA 50215

EXHIBIT F
MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT (“Minimum Assessment Agreement” or “Assessment Agreement”), is dated as of the ____ day of _____ 2021, by and between the CITY OF INDIANOLA, IOWA (the “City”), an Iowa municipal corporation, acting under the authorization of Chapter 403 of the Code of Iowa, 2021, as amended, and CEMEN TECH, INC. having an office for the transaction of business at 1700 North 14th Street, Indianola, Iowa 50215 (“Developer”).

RECITALS

WHEREAS, the City and Developer have entered into a Development Agreement dated as of _____, 2021 (“Agreement” or “Development Agreement”) regarding certain real property to be located in the City, which is legally described as follows:

The South 878 feet of the East 620 feet of the Northeast Quarter of the Northeast Quarter (NE ¼ NE ¼) of Section Nineteen (19) Township Seventy-six (76) North Range Twenty-three (23) West of the 5th P.M. and the north 38 feet of Lot Four (4), Indianola Industrial Park, an Official Plat, all now in and forming part of the City of Indianola, Warren County, Iowa, and containing 13.02 acres, more or less.

(the “Development Property”);

WHEREAS, the defined terms in the Development Agreement will also apply to this Minimum Assessment Agreement; and

WHEREAS, it is contemplated that Developer undertake the construction of Minimum Improvements (as described in the Development Agreement) on the Development Property, as provided in the Development Agreement; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, as amended, the City and Developer desire to establish a Minimum Actual Value for the Development Property following completion of the Minimum Improvements by Developer pursuant to the Development Agreement; and

WHEREAS, the City and the Warren County Assessor have reviewed the preliminary plans and specifications for the Minimum Improvements that are contemplated to be constructed; and

NOW, THEREFORE, the parties to this Minimum Assessment Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Upon substantial completion of construction of the Minimum Improvements, but in no event no later than January 1, 2024, the Minimum Actual Value fixed for assessment purposes for the Development Property (building and land value) in the aggregate shall be not less than Two Million Eight Hundred Ninety-Three Thousand Three Hundred Dollars (\$2,893,300). The Minimum Actual Value is the value before rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2038 (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer shall pay or cause to be paid when due all real property taxes and assessments payable with respect to all and any parts of the Development Property and the Minimum Improvements pursuant to the provisions of this Minimum Assessment Agreement and the Development Agreement. Such tax payments shall be made without regard to any loss, complete or partial, to the Development Property or the Minimum Improvements, any interruption in, or discontinuance of, the use, occupancy, ownership or operation of the Minimum Improvements by Developer, or any other matter or thing which for any reason interferes with, prevents or renders burdensome the use or occupancy of the Development Property or the Minimum Improvements.

3. Developer agrees that its obligations to make the tax payments required hereby, to pay the other sums provided for herein, and to perform and observe its other agreements contained in this Minimum Assessment Agreement shall be absolute and unconditional obligations of Developer (not limited to the statutory remedies for unpaid taxes) and that Developer shall not be entitled to any diminution thereof, or set off therefrom, nor to any early termination of this Minimum Assessment Agreement for any reason.

4. Developer agrees that, prior to the termination of this Assessment Agreement, it will not:

(a) seek administrative review or judicial review of the applicability or constitutionality of any Iowa tax statute relating to the taxation of the Development Property determined by any tax official to be applicable to the Development Property, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; or

(b) seek any tax deferral or abatement, either presently or prospectively authorized under Iowa Code Chapter 403 or 404, or any other local, City, or State law or regulation, of the taxation of the Development Property; or

(c) request the Assessor to reduce the Minimum Actual Value for the Development Property; or

(d) appeal to the board of review of the County, State, District Court, or to the Director of Revenue of the State to reduce the Minimum Actual Value for the Development Property; or

(e) cause a reduction in the actual value or the Minimum Actual Value for the Development Property through any other proceedings.

5. This Minimum Assessment Agreement shall be promptly recorded by the City with the Recorder of Warren County, Iowa. Such filing shall constitute notice to any subsequent encumbrancer of the Development Property (or part thereof), whether voluntary or involuntary, and this Minimum Assessment Agreement shall be binding and enforceable in its entirety against any such subsequent encumbrancer, including the holder of any mortgage. The City shall pay all costs of recording.

6. Neither the preambles nor provisions of this Minimum Assessment Agreement are intended to, or shall be construed as, modifying the terms of the Development Agreement.

7. This Minimum Assessment Agreement shall not be assignable without the written consent of the City and shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns.

8. Nothing herein shall be deemed to waive the rights of Developer under Iowa Code Section 403.6(19) to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value established herein. In no event, however, shall Developer seek to reduce the actual value to an amount below the Minimum Actual Values established herein during the term of this Agreement. This Minimum Assessment Agreement may be amended or modified and any of its terms, covenants, representations, warranties or conditions waived, only by a written instrument executed by the parties hereto, or in the case of a waiver, by the party waiving compliance.

9. If any term, condition or provision of this Minimum Assessment Agreement is for any reason held to be illegal, invalid or inoperable, such illegality, invalidity or inoperability shall not affect the remainder hereof, which shall at the time be construed and enforced as if such illegal or invalid or inoperable portion were not contained herein.

10. The Minimum Actual Value herein established shall be of no further force and effect and this Minimum Assessment Agreement shall terminate pursuant to the Assessment Termination Date set forth in Section 1 above.

11. Developer has provided a title opinion or lien or title search/certificate to City listing all lienholders of record as of the date of this Assessment Agreement and all such lienholders have signed a consent to this Assessment Agreement substantially in the form of the Lienholder Consent set forth in this Exhibit F, which consents are attached hereto and made a part hereof.

[Remainder of this page is blank. Signatures start on the next page.]

(SEAL)

CITY OF INDIANOLA, IOWA

By: _____
Pam Pepper, Mayor

ATTEST:

By: _____
Andrew J. Lent, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2021, before me a Notary Public in and for said State, personally appeared Pam Pepper and Andrew J. Lent, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Indianola, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City 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

[Signature page to Minimum Assessment Agreement – City of Indianola]

CEMEN TECH, INC.,
an Iowa corporation

By: _____
Connor Deering, CEO

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _____ day of _____, 2021, before me the undersigned, a Notary Public in and for said State, personally appeared Connor Deering, to me personally known, who, being by me duly sworn, did say that he is the CEO of Cemen Tech, Inc., and that said instrument was signed on behalf of said corporation; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Minimum Assessment Agreement – Cemen Tech, Inc.]

EXHIBIT F (Cont.)
LIENHOLDER CONSENT

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Minimum Assessment Agreement entered into between the parties, and agrees to be bound by its terms and subordinates any previously acquired mortgage, lien or other interest in the Development Property to the City of Indianola, Iowa. This provision shall be binding on the parties and their respective successors and assigns.

Name of Lienholder

By: _____
Signature

By: _____
Signature

Date: _____

STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2021, before me the undersigned, a Notary Public in and for said County, in said State, personally appeared _____ and _____, to me personally known, who, being by me duly sworn, did say that they are the _____ and _____ of _____ and that said instrument was signed on behalf of said company, and that the said acknowledged the execution of said instrument to be the voluntary act and deed of said company, by them voluntarily executed.

Notary Public in and for the said state

[add additional pages for each lienholder]

Note: If there are no lienholders, this page shall have no signatures.

EXHIBIT F (Cont.)
CERTIFICATION OF ASSESSOR

The undersigned, having reviewed the plans and specifications for the Minimum Improvements to be constructed, and being of the opinion that the minimum market value contained in the foregoing Minimum Assessment Agreement appears reasonable, hereby certifies as follows: The undersigned Assessor, being legally responsible for the assessment of the Minimum Improvements on the Development Property described in the foregoing Minimum Assessment Agreement, certifies that the actual value assigned to the Minimum Improvements on the Development Property (land and building value) in the aggregate upon substantial completion of the Minimum Improvements, but no later than January 1, 2024, shall be at least Two Million Eight Hundred Ninety-Three Thousand Three Hundred Dollars (\$2,893,300) until the Assessment Termination Date contained in Section 1 of the Assessment Agreement.

The Minimum Actual Value is the value before rollback.

Assessor for the County of Warren, Iowa

Date

STATE OF IOWA)
) SS
COUNTY OF WARREN)

Subscribed and sworn to before me by _____, Assessor for the County of Warren, Iowa on this ____ day of _____, 2021.

Notary Public for the State of Iowa

EXHIBIT F (cont.)

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

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MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Public Hearing regarding a Development Agreement with Cemen Tech.

Recommendation: Roll call to open and close the Public Hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: November 15, 2021
Subject: Resolution approving a Development Agreement with Cemen Tech.

Recommendation: Roll call is in order.

Attachments: 1. Cemen Tech, Inc. DA - Authorizing Resolution

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

November 15, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with Cemen Tech, Inc.
- Resolution approving and authorizing execution of a Development Agreement by and between the City of Indianola and Cemen Tech, Inc.

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be 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 body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

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

November 15, 2021

The City Council of the City of Indianola in the State of Iowa, met in _____ session, in the Council Chambers, City Hall, 110 North First Street, Indianola, Iowa, at 6:00 P.M., on the above date. There were present Mayor _____, in the chair, and the following named Council Members:

Absent: _____

Vacant: _____

* * * * *

The Mayor announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of a Development Agreement by and between the City of Indianola and Cemen Tech, Inc., and that notice of the proposed action by the Council to enter into said Agreement had been published pursuant to the provisions of Section 362.3, Code of Iowa.

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

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

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

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

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ .M. on the _____ day of _____, 2021, at this place.

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

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the measure duly adopted.

RESOLUTION NO. _____

RESOLUTION APPROVING AND AUTHORIZING
EXECUTION OF A DEVELOPMENT AGREEMENT BY AND
BETWEEN THE CITY OF INDIANOLA AND CEMEN TECH,
INC.

WHEREAS, the City of Indianola, Iowa (the "City") adopted the Hillcrest Urban Renewal Plan for the Hillcrest Urban Renewal Area by Resolution No. 11-94 on July 5, 1994, and subsequently amended the Hillcrest Urban Renewal Plan six times; and

WHEREAS, the City adopted the Downtown Urban Renewal Plan for the Downtown Urban Renewal Area by Resolution No. 08-01 on September 4, 2001 and subsequently amended the Downtown Urban Renewal Plan two times; and

WHEREAS, the City adopted the Hillcrest/Downtown Unified Urban Renewal Plan (the "Unified Plan" or "Unified Urban Renewal Plan") for the Hillcrest/Downtown Unified Urban Renewal Area (the "Area" or "Urban Renewal Area") described therein, by Resolution No. 2015-44 on November 16, 2015, when the City unified the existing Hillcrest Urban Renewal Area and Downtown Urban Renewal Area, and combined and renamed the original urban renewal plans for the two areas; and

WHEREAS, the Unified Plan has subsequently been amended six times, lastly by Amendment No. 6 to the Unified Plan adopted in 2021; and

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

WHEREAS, the City has received a proposal from Cemen Tech, Inc. (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) on certain real property located within the Urban Renewal Area as defined and legally described in the Agreement (the "Development Property") and consisting of the renovation of an existing facility on the Development Property, including the construction of a new 7,200 square foot building, remodel of existing offices, expansion of two truck bays, and the addition of four additional truck bays and eight additional offices, together with all related site improvements, as outlined in the proposed Agreement; and

WHEREAS, the Agreement further requires the Developer to occupy and operate its business in the Minimum Improvements, including employing a minimum number of employees in those operations, during the term of the Agreement; and

WHEREAS, the Agreement further proposes that the City will make up to fifteen (15) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments generated by the construction of the Minimum Improvements and collected pursuant to Section 403.19, Code of Iowa; the cumulative total for all such payments not to exceed

the lesser of \$427,500, or the amount accrued under the formula outlined in the proposed Agreement, under the terms and following satisfaction of the conditions set forth in the Agreement; and

WHEREAS, the Agreement also proposes that Developer and the City will enter into a Minimum Assessment Agreement with the County setting the minimum actual value of the Development Property after construction of Minimum Improvements for tax purposes at not less than \$2,893,300; and

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

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

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

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

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

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

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

PASSED AND APPROVED this 15th day of November, 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 Council hereto affixed this _____ day of _____, 2021.

City Clerk, City of Indianola, State of Iowa

(SEAL)

01960621-1\13538-165



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: November 15, 2021
Subject: Resolution approving an agreement with Iowa DOT for Maintenance and Repair of Primary Roads in Municipalities.

Introduction: Every five years, the City must enter into an agreement with the Iowa Department of Transportation (IDOT) for the maintenance and repair of primary roads.

Background: Currently, 2nd Avenue (Highway 92) and Jefferson Way (Highway 65/69) are considered primary roads by the IDOT.

Discussion: The proposed Primary Road Maintenance and Repair Agreement would begin on July 1, 2021 and terminate on June 30, 2026. The new agreement would not change the City's maintenance responsibilities on the primary roads.

Under this agreement, the State would be responsible for pavement and bridge maintenance, signing and traffic markings, surface drainage and snow removal on 2nd Avenue and Jefferson Way. In turn, the City would be required to maintain the pavement outside of the traffic lanes; paint stop bars and crosswalks on intersecting streets; maintain, repair and provide energy to traffic signals and street lighting; maintain storm sewer structures; remove snow from all areas outside of the traffic lanes; clean and sweep the roadway surface; mow all medians; and maintain sidewalks and all areas between the curb and right-of-way line on 2nd Avenue and Jefferson Way.

Budget Impact:

Recommendation: Staff recommends to approve the resolution as presented and enter into an agreement with the Iowa Department of Transportation for Maintenance and Repair of Primary Roads.

Attachments:

1. 11012021 RES DOT Agreement
2. 5 Yr Indianola

RESOLUTION NO. _____

**RESOLUTION APPROVING AN AGREEMENT WITH THE IOWA DEPARTMENT OF
TRANSPORTATION FOR MAINTENANCE AND REPAIR OF PRIMARY ROADS**

WHEREAS, the Iowa Department of Transportation has submitted an agreement for the maintenance and repair of state routes within the corporate limits of Indianola; and

WHEREAS, this agreement will be in effect from July 1, 2021 through June 30, 2026. The City Council believes it to be in the best interest of the City to enter into an agreement setting out the understanding between the Iowa Department of Transportation, and the City of Indianola, Iowa.

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

1. That the attached Agreement for Maintenance and Repair of Primary Roads in Municipalities with the Iowa Department of Transportation is hereby approved.
2. The contract is for a period from July 1, 2021 through June 30, 2026.
3. That the Mayor is hereby authorized and directed to execute said agreement on behalf of the City of Indianola, Iowa.

PASSED AND APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



**Agreement for Maintenance and Repair of
Primary Roads in Municipalities**

This Agreement made and entered into by and between the Municipality of Indianola, Warren County, Iowa, hereinafter referred to as the Municipality, and the Iowa Department of Transportation, Ames, Iowa, hereinafter referred to as the Department.

AGREEMENT:

In accord with Provisions of Chapter 28E, Sections 306.3, 306.4, 313.3-5, 313.21-23, 313.27, 313.36, 314.5, 321.348 and 384.76 of the Code of Iowa and the Iowa Administrative Rules 761 – Chapter 150 (IAC) the Municipality and Department enter into the following agreement regarding maintenance, repair and minor reconstruction of the primary roads within the boundaries of the Municipality.

I. The Department shall maintain and repair:

A. Freeways (functionally classified and constructed)

1. Maintain highway features including ramps and repairs to bridges.
2. Provide bridge inspection.
3. Highway lighting.

B. Primary Highways – Urban Cross-Section (curbed) (See Sec. II.A)

1. Pavement: Maintain and repair pavement and subgrade from face of curb to face of curb (excluding parking lanes, drainage structures, intakes, manholes, public or private utilities, sanitary sewers and storm sewers).
2. Traffic Services: Provide primary road signing for moving traffic, pavement marking for traffic lanes, guardrail, and stop signs at intersecting streets.
3. Drainage: Maintain surface drainage within the limits of pavement maintenance described in I.B.1 above.
4. Snow and Ice Removal: Plow traffic lanes of pavement and bridges and treat pursuant to the Department's policy.
5. Vehicular Bridges: Structural maintenance and painting as necessary.
6. Provide bridge inspection.

C. Primary Highways – Rural Cross-Section (uncurbed) (See II.B)

1. Maintain, to Department standards for rural roads, excluding tree removal, sidewalks, and repairs due to utility construction and maintenance.

D. City Streets Crossing Freeway Rights of Way (See II.C)

1. Roadsides within the limits of the freeway fence.
2. Surface drainage of right of way.
3. Traffic signs and pavement markings required for freeway operation.
4. Guardrail at piers and bridge approaches.
5. Bridges including deck repair, structural repair, berm slope protection and painting.
6. Pavement expansion relief joints and leveling of bridge approach panels.

II. The Municipality shall maintain and repair:

A. Primary Highways – Urban Cross-Section (curbed) (See Sec. I.B)

1. Pavement: Maintain and repair pavement in parking lanes, intersections beyond the limits of state pavement maintenance; curbs used to contain drainage; and repairs to all pavement due to utility construction, maintenance and repair.
2. Traffic Services: Paint parking stalls, stop lines and crosswalks. Maintain, repair and provide energy to traffic signals and street lighting.
3. Drainage: Maintain storm sewers, manholes, intakes, catch basins and culverts used for collection and disposal of surface drainage.

4. Snow and ice removal: Remove snow windrowed by state plowing operations, remove snow and ice from all areas outside the traffic lanes and load or haul snow which the Municipality considers necessary. Remove snow and ice from sidewalks on bridges used for pedestrian traffic.
5. Maintain sidewalks, retaining walls and all areas between curb and right-of-way line. This includes the removal of trees as necessary and the trimming of tree branches as necessary.
6. Clean, sweep and wash streets when considered necessary by the Municipality.
7. Maintain and repair pedestrian overpasses and underpasses including snow removal, painting and structural repairs.

B. Primary Highways – Rural Cross-Section (uncurbed) (See Sec. I.C)

1. Maintain and repair highway facilities due to utility construction and maintenance.
2. Removal of trees as necessary and the trimming of tree branches as necessary.
3. Maintain sidewalks.

C. City Streets Crossing Freeway Rights of Way (See I.D)

1. All pavement, subgrade and shoulder maintenance on cross streets except expansion relief joints and bridge approach panel leveling.
2. Mark traffic lanes on the cross street.
3. Remove snow on the cross street, including bridges over the freeway.
4. Clean and sweep bridge decks on streets crossing over freeway.
5. Maintain all roadside areas outside the freeway fence.
6. Maintain pedestrian overpasses and underpasses including snow removal, painting, lighting and structural repair.

III. The Municipality further agrees:

- A. That all traffic control devices placed by the Municipality on primary roads within the Municipal boundaries shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways."
- B. To prevent encroachment or obstruction within the right of way, the erection of any private signs on the right of way, or on private property which may overhang the right of way and which could obstruct the view of any portion of the road or the traffic signs or traffic control devices contrary to Section 318.11 of the Code of Iowa.
- C. To comply with all current statutes and regulations pertaining to overlength and overweight vehicles using the primary roads, and to issue special permits for overlength and overweight vehicles only with approval of the Department.
- D. To comply with the current Utility Accommodation Policy of the Department.
- E. To comply with the access control policy of the Department by obtaining prior approval of the Department for any changes to existing entrances or for the construction of new entrances.

IV. Drainage district assessments levied against the primary road within the Municipality shall be shared equally by the Department and the Municipality.

V. Major construction initiated by the Department and all construction initiated by the Municipality shall be covered by separate agreements.

VI. The Department and the Municipality may by a separate annual Supplemental Agreement, reallocate any of the responsibilities covered in Section I of this agreement.

VII. This Agreement shall be in effect for a five year period from July 1, 2021 to June 30, 2026

IN WITNESS WHEREOF, The Parties hereto have set their hands, for the purposes herein expressed, on the dates indicated below.

City of Indianola

MUNICIPALITY

IOWA DEPARTMENT OF TRANSPORTATION

By _____

BY _____

District Engineer

Date _____

Date _____



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: November 15, 2021
Subject: Resolution approving an amendment to the residential recycling contract between Waste Management of Iowa and the City of Indianola.

Introduction: Resolution to Approve Recycling Contract with Waste Management

Background: In June 2019, the City Council approved a 3-year extension of a recycling collection contract with Waste Management. State law requires cities in Iowa to provide a service for the collection of recyclable materials for residential properties.

Discussion: Contracts for professional services, such as the collection of recyclable material, is considered an exception to the City's purchasing policy. Furthermore, the City has been served well by Waste Management in this capacity. Therefore, staff is recommending the City continue this working relationship for another three years.

Budget Impact: As the City is a conduit for the recycling fees paid by the customer and then passed on to Waste Management for this service, there is no impact to the City's budget.

Recommendation: Approval of Resolution

Attachments: 1. Residential Recycling Contract Extension

**City of Indianola
RESOLUTION NO 2021-**

**RESOLUTION APPROVING AN AMENDMENT TO
THE RESIDENTIAL RECYCLING CONTRACT BETWEEN
WASTE MANAGEMENT OF IOWA AND THE CITY OF INDIANOLA**

WHEREAS, the Indianola City Council entered into a contract with Waste Management of Iowa on August 15, 2016 to provide Recycling Collection Services for the City; and

WHEREAS, the City and Waste Management agreed to extend the contract until December 31, 2022; and

WHEREAS, the City Council has received a proposed Amendment to extend the contract until December 31, 2025; and

WHEREAS, after a review of the proposed Amendment, the City Council has determined that the City should enter into the attached Amendment for Recycling Collection Services.

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

1. The Amendment to the Contract for Residential Recycling Services with Waste Management of Iowa for the Services is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor or City Manager is authorized and directed to execute the Amendment to the Contract for Residential Recycling Services on behalf of the City.

Approved this 15th day of November 2020.

Pam Pepper
Mayor

ATTEST:

Andrew J. Lent
City Clerk/CFO

**AMENDMENT TO THE CONTRACT FOR RESIDENTIAL RECYCLING COLLECTION
BETWEEN THE CITY OF INDIANOLA, IOWA AND WASTE MANGEMENT OF IOWA, INC.**

This Amendment to the Contract for Residential Recycling Collection is entered into on November __15__, 2021, and is being made to the Contract and past Amendments for Residential Recycling Collection (the “Agreement”) entered on August 15, 2016, between the City of Indianola, Iowa, a municipal corporation created under the laws of the State of Iowa (“City”), and Waste Management of Iowa, Inc. (“Contractor”), an Iowa corporation. City and Contractor mutually agree to amend the Agreement and past Amendments as stated herein.

RECITALS

- A. City and Contractor entered into a Contract for Residential Recycling Collection on or about August 15th, 2016, which was further amended with a current expiration date of Dec 31, 2022 (the “Agreement”); and
- B. The City desires another Amendment to extend the Term of the Agreement and add additional benefits for the City.

AGREEMENT

The parties agree to amend the Agreement in the following manner:

1. **Scope of Contract** – The current Contract language is being amended to reflect that at the end of the current Contract term, the Contract may be extended for additional three (3) year periods, by mutual agreement signed at least ninety (90) days prior to the expiration of the then current Contract term, and each successive period.
2. **Term** – The extension of the current Agreement shall be for three (3) years commencing on Jan 1, 2023 and ending on Dec 31, 2025.
3. **Smart TruckSM Technologies** – Insofar as Contractor has a residential collection fleet installed with Waste Management’s proprietary Smart TruckSM technologies within a 25 mile radius of the City, Contractor must avail City to the benefits of these technologies by providing photo or video evidence to:
 - a. **Refute claims of missed collections.** Contractor must return for collection at no cost to City if photo or video evidence proving resident claims of missed collection to be inaccurate cannot be provided.
 - b. **Support claims of carts not out on time.** Contractor must return for collection at no cost to City if photo or video evidence proving Contractor claims of carts not out on time or not set in proper location for collection cannot be provided.
 - c. **Confirm contamination in recycling material.** Contractor must return for collection at no cost to City if photo or video evidence proving Contractor claims of contamination in recycling materials cannot be provided as justification for past non-collection. Carts collected with contamination will be charged a contamination fee of \$25.00 per collection occurrence, provided Contractor can prove to the City that collection of contamination occurred with the use of photo or video evidence. Contamination is defined as any materials not defined within the “Recyclable Materials” definition of the Contract.
4. **Free City Square Trash Collection Services** - Contractor shall provide one time per week, free trash collection for the City at thirteen (13) hand serviced trash receptacles located around the City Square. These trash receptacles are owned and maintained by the City and shall not exceed 65-gallon capacity, each.

5. **Annual Rate Change** – Annually, the monthly fees per Residential Unit and for any other services, shall be adjusted upward on each anniversary of the effective date of this Agreement by the percentage change in the Consumer Price Index for the Water, Sewer, and Trash Index (CPI WS&T) as published by the Bureau of Labor Statistics for the 12 months rolling period prior to the anniversary date. A floor of 2% shall apply.
6. All other provisions of the original Agreement and any previous Amendments made thereto shall remain in full force and effect.

The Parties hereto have executed this Amendment as of the date written below.

Waste Management of Iowa, Inc.

City of Indianola, Iowa

Signature:	_____	Signature:	_____
Printed Name:	_____	Printed Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, City Clerk/CFO
Date: November 15, 2021
Subject: First consideration of an Ordinance amending recycling rates.

Introduction: Ordinance to Increase Monthly Residential Recycling Fee

Background: In June 2019, the Indianola City Council approved an ordinance extending the contract with Waste Management for the collection of recyclable material. The extension increased the per unit fee for the City of Indianola.

Discussion: In order to be able to meet the cost paid to Waste Management, this increase is then added to the monthly fee charged to the customer. The increase on January 1, 2022 is eleven cents each month. The attached ordinance increases the recycling fee by this amount beginning January 1, 2022.

Budget Impact: NA

Recommendation: Roll call is in order. Approval of the first reading of the ordinance.

Attachments: 1. Ord. Raise Recycling Fee, Nov 2021

CITY OF INDIANOLA

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 106, COLLECTION OF SOLID WASTE, INDIANOLA CODE OF ORDINANCES TO INCREASE RECYCLING RATES

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

SECTION 1. Section 106.09, Recycling Program, is hereby amended in subsection 1 by deleting the stricken language and inserting the underlined language as follows:

1. Fee. The fee for recyclable collection and disposal service, used or available, is four dollars and ~~sixtyseventy-five~~eighty-six cents (\$4.~~765~~86) per month for each residential premises.

SECTION 2. REPEALER. Ordinances or parts of Ordinances in conflict with the provisions of this Ordinance are hereby repealed.

SECTION 3. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudicated 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 by the Indianola City Council this _____ day of _____, 2021, and APPROVED this ____ day of _____, 2021.

Pam Pepper
Mayor

ATTEST:

Andrew J. Lent
City Clerk/CFO

First Reading:
Second Reading:
Third Reading:
Published:



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: November 15, 2021
Subject: Resolution referring a rezoning application for 404 South Jefferson Way to the Planning and Zoning Commission.

Introduction:

Background: On November 3, an application to amend the Official Zoning Map of the City of Indianola, Iowa (rezoning) was received by the Community Development Department. This application was for a single-family dwelling located at 404 South Jefferson Way.

Section 165.02(5)(B) requires the Zoning Administrator to present such request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein.

Discussion:

Budget Impact:

Recommendation: Staff recommends this application be referred to the Planning and Zoning Commission

Attachments:

1. 404 S Jefferson Way Request
2. Resolution

LAND USE CHANGE APPLICATION

Community Development

110 North 1st Street, Indianola, Iowa 50125-0299
(515) 961-9430 • comdev@indianolaiowa.gov



PROPERTY OWNER

(Last Name) Bierstedt
(First Name) Andrea
(Address) 404 S Jefferson Way
(City) Indianola (State) IA (Zip) 50125
(Phone) 515-808-8499 (Email) andreaabierstedt@gmail.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: 404 S JEFFERSON WAY
- ☐ Filing Fee: \$250
- ☒ Current Zoning: C-2 Proposed Zoning: R-2
- ☒ Legal description (electronic in word format)
- ☐ All items as required by Section 165.02(5) 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 Andrea Bierstedt
Name (printed) Andrea Bierstedt

Date

11/03/2021

FOR OFFICE USE ONLY: Code to 45989 (Rezoning)
45681 (Comp Plan)

Date Received: _____
Receipt No: _____
Receipt Amount: _____

Dear The City of Indianola,

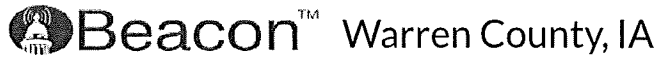
I request that the zoning of my house, located at 404 S Jefferson Way, Indianola, Iowa, be changed from C-2 to R-2. My house is surrounded by single family homes on all sides, and my home is currently a single-family dwelling, and I do not operate a business out of it. My home is also planned as Low-Density Residential housing in the city of Indianola's comprehensive plan. R-2 zoning would be a more accurate reflection of what my current home is, and what the city's plan calls for.

In addition, if I wish to sell my home, having my home zoned as C-2 makes this very difficult. When my home is appraised, it throws a big red flag to the buyers' lenders. Most lenders are reluctant to give financing if the house is zoned as C-2 with regards to residential buyers.

If my home could be rezoned as R-2, I would greatly appreciate it.

Sincerely,

Andrea Bierstedt



Summary

Parcel ID 48300040030
Alternate ID
Property Address 404 S JEFFERSON WAY
 INDIANOLA IA 50125
Sec/Twp/Rng N/A
Brief Tax Description 30-76-23 HAWORTH'S ADD LOTS 3 & 6 BLK 4
 (Note: Not to be used on legal documents)
Deed Book/Page 2019-00753 (2/4/2019)
Contract Book/Page
Gross Acres 0.00
Net Acres 0.00
Class R - Residential
 (Note: This is for tax purposes only. Not to be used for zoning.)
District 48300 - INDIANOLA CITY/INDIANOLA SCH
School District INDIANOLA SCHOOL



Owner

Deed Holder
 Bierstedt, Andrea/Kim, Bohye
 404 S Jefferson Way
 Indianola IA 50125

Contract Holder

Mailing Address
 Bierstedt, Andrea/Kim, Bohye
 404 S Jefferson Way
 Indianola IA 50125

Land - Assessor

Lot Dimensions Regular Lot: 100.00 x 150.00
Lot Area 0.34 Acres; 15,000 SF

Residential Dwellings - Assessor

Residential Dwelling
Occupancy Single-Family / Owner Occupied
Style 1 1/2 Story Frame
Architectural Style N/A
Year Built 1900
Exterior Material Stl
Total Gross Living Area 2,084 SF
Attic Type None;
Number of Rooms 8 above; 0 below
Number of Bedrooms 3 above; 0 below
Basement Area Type Full
Basement Area 1,226
Basement Finished Area
Plumbing 2 Full Bath;
Central Air No
Heat FHA - Gas
Fireplaces 1 Masonry;
Porches 15 Frame Enclosed (35 SF);
Decks
Additions
Garages 780 SF (26F W x 30F L) - Det Frame (Built 1965);

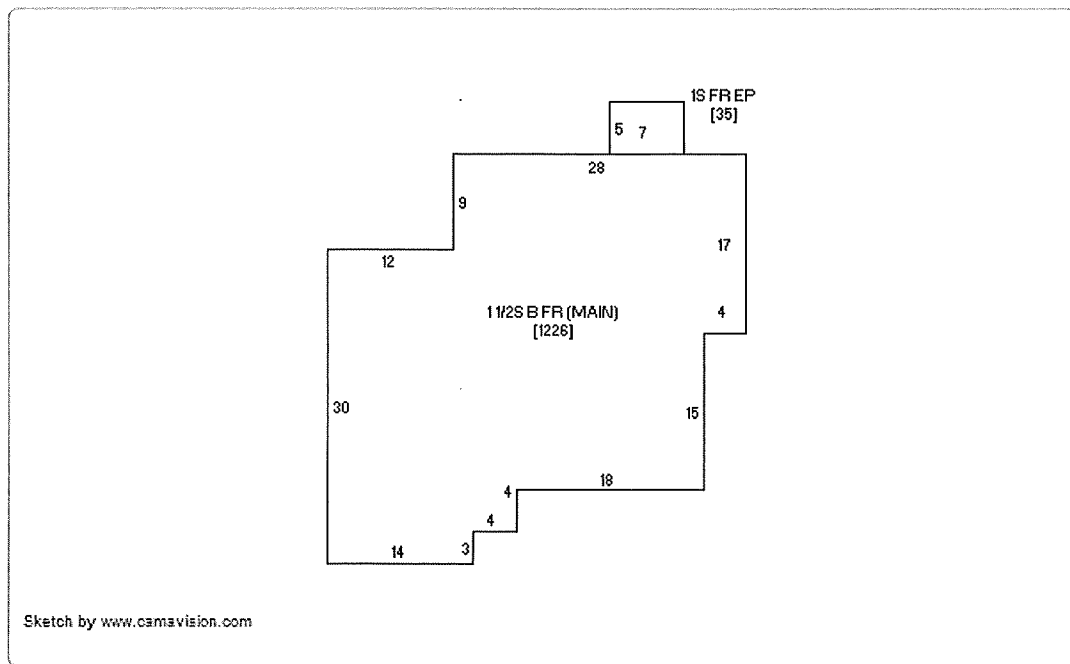
Sales - Assessor

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/31/2019	CASHEN, JUDY	BIERSTEDT, ANDREA/KIM, BOHYE	2019-00753	Normal	Deed		\$170,000.00
6/14/1988			233-94	UNUSEABLE SALE - OTHER	Deed		\$0.00

Valuation

	2021	2020	2019	2018	2017
Classification	Residential	Residential	Residential	Residential	Residential
+ Assessed Land Value	\$25,000	\$25,000	\$25,000	\$15,000	\$15,000
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$112,600	\$106,300	\$108,800	\$111,400	\$111,400
= Gross Assessed Value	\$137,600	\$131,300	\$133,800	\$126,400	\$126,400
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$137,600	\$131,300	\$133,800	\$126,400	\$126,400

Taxation - Treasurer



No data available for the following modules: Commercial Buildings - Assessor, Agricultural Buildings - Assessor, Yard Extras - Assessor, Tax Sale Certificates.

The maps and data available for access at this website are provided "as is" without warranty or any representation of accuracy, timeliness, or completeness.

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Last Data Upload: 11/2/2021, 8:38:47 PM

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 Schneider
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Version 2.3.157

RESOLUTION NO. _____

RESOLUTION REFERRING A REZONING APPLICATION FOR 404 SOUTH
JEFFERSON WAY TO THE PLANNING AND ZONING COMMISSION

WHEREAS, on November 3, 2021, an application to amend the Official Zoning Map of the City of Indianola, Iowa (rezoning) was received by the Community Development Department; and

WHEREAS, this application was for a single-family dwelling located at 404 South Jefferson Way; and

WHEREAS, Section 165.02(5)(B) requires the Zoning Administrator to present such request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF INDIANOLA IN THE STATE OF IOWA, that the application is referred to the Planning and Zoning Commission who shall forward its findings and recommendations to the City Council for consideration and action.

PASSED AND APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: November 15, 2021

Subject: Resolution amending a contract with Snyder & Associates for pavement improvements on West Boston Avenue, North F Street, and West Clinton Avenue.

Introduction: The existing utility and pavement infrastructure has failed on West Boston Avenue (between North F Street and North D Street), North F Street (half block in either direction from West Boston Avenue), and West Clinton Avenue (between North Buxton Street and North Howard Street). These locations need frequent repairs and maintenance of utility and pavement infrastructure.

Background: At the council study session meeting on March 23, 2021, the City Council discussed about possible COVID-19 stimulus funding options for pavement improvements on various locations, including West Boston Avenue, North F Street, and Clinton Avenue. At their meeting on June 21, 2021, City Council approved a contract with Snyder & Associates to prepare preliminary engineering (30% design plans) for both these locations on West Boston Avenue and North F Street. The Council has also previously authorized Snyder & Associates to prepare the preliminary design plans on Clinton Avenue. These preliminary design plans are helpful towards exploring funding options and applying for possible state or federal grants. We are currently estimating that we will receive approximately \$2.4million dollars from the American Rescue Plan Act of 2021 (ARPA).

Discussion: Snyder and Associates has completed the preliminary design plans and preliminary engineering cost estimates to determine that this \$2.4 million of ARPA stimulus funds will be adequate to complete the utility improvements on all three locations of West Boston Avenue, North F Street, and West Clinton Avenue. The proposed agreement with Snyder and Associates, for an amount not to exceed \$302,300, will include engineering design, construction plans and specifications, bidding assistance, and construction inspection services for this project. This agreement requires that the construction design plans will be prepared such that the utility improvements on Clinton Avenue will be accepted as a bid alternate to prioritize the improvements on Boston Avenue and F Street and to factor for the fluctuation on construction bids.

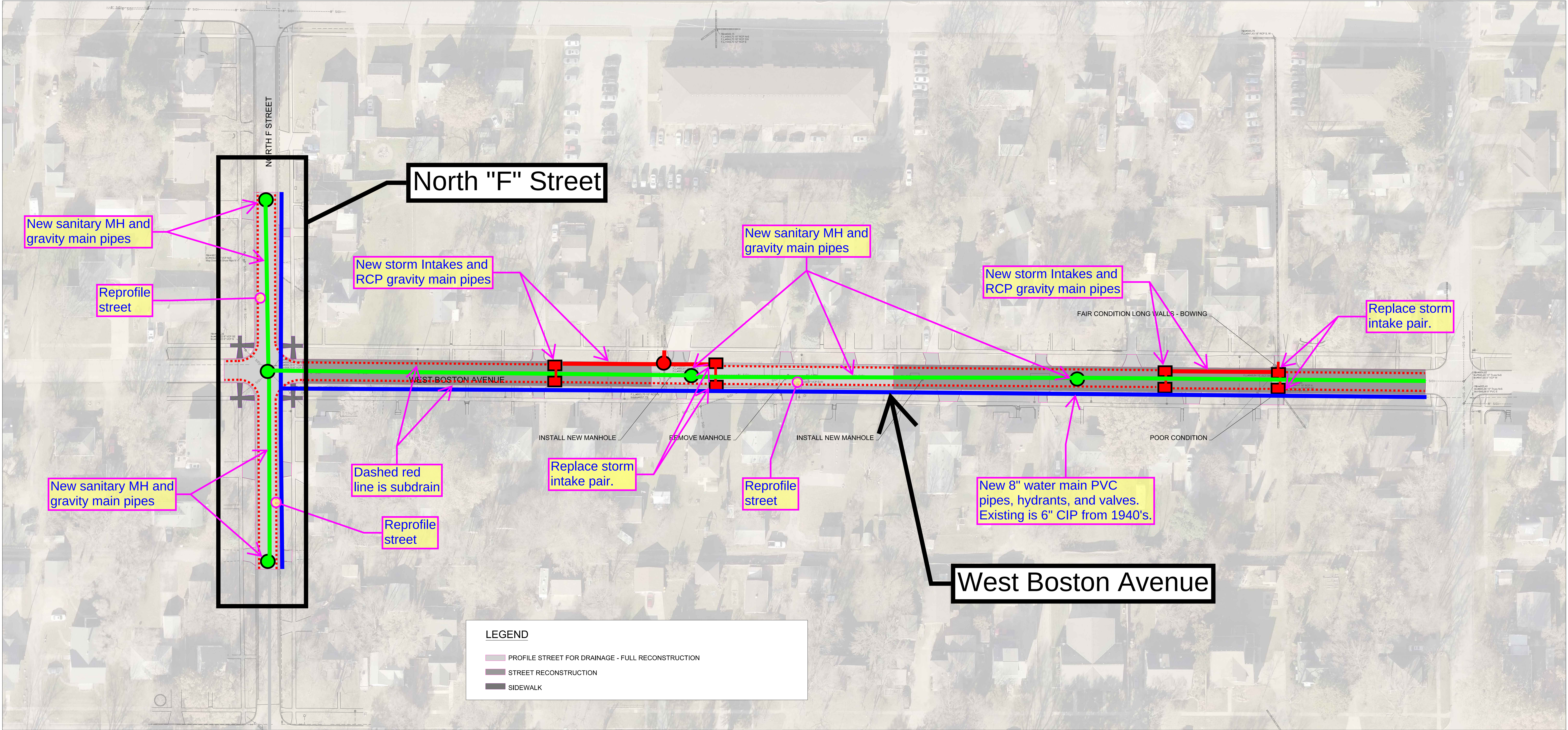
Budget Impact:

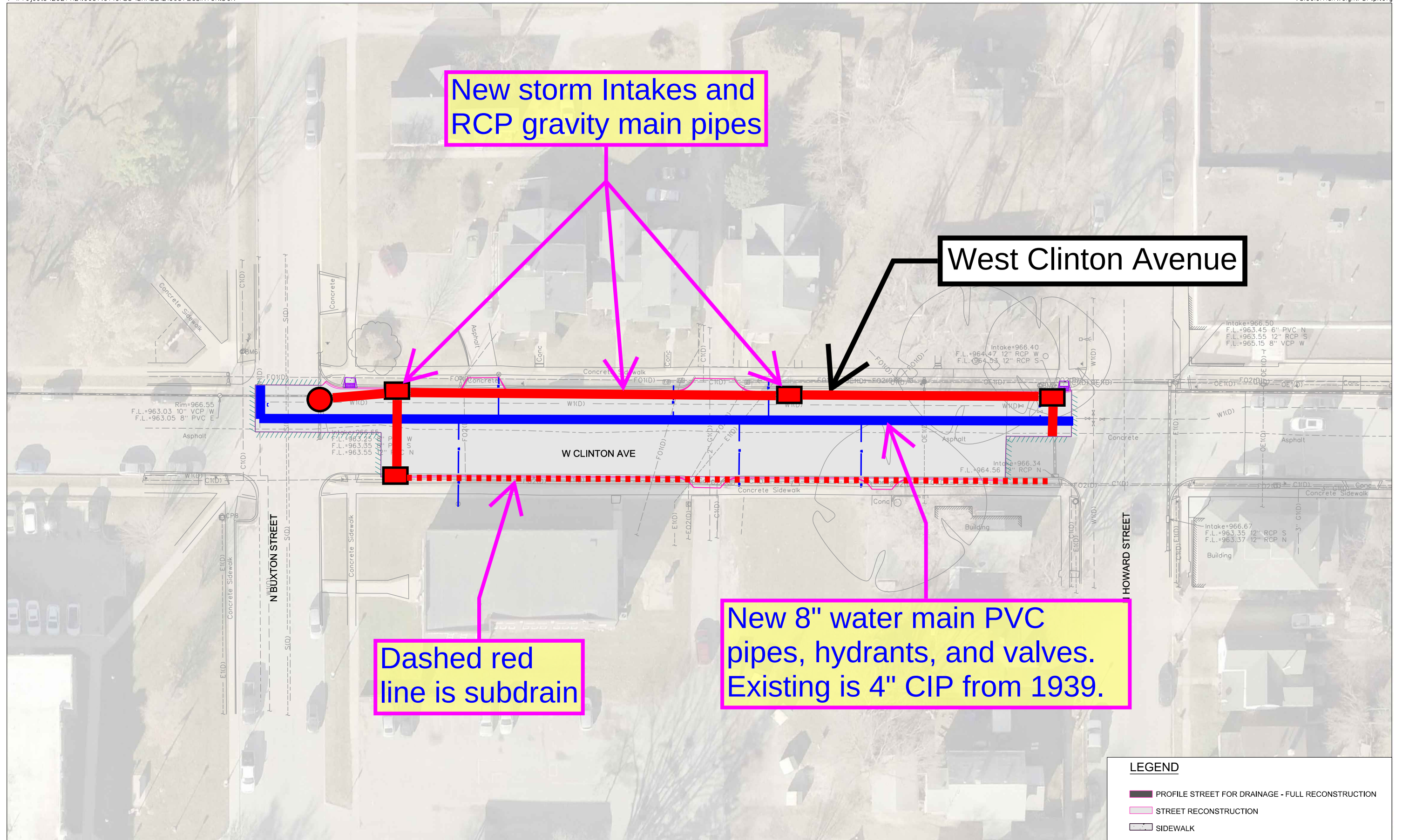
Recommendation: Staff recommends the Council approve the resolution authorizing the agreement with Snyder and Associates for the professional engineering services required to complete this project.

Attachments:

1. Exhibits for scope and cost estimates
2. SuppAgmt31_Executed_West-Boston_North-F_West Clinton_Utility-Improvements

3. 11152021 RES Snyder Contract Boston Clinton







ITEM #	DESCRIPTION	PROJECT TOTAL	UNIT	UNIT PRICE	PROJECT TOTAL
EARTHWORK					
2.01	CLEARING AND GRUBBING	1	LS	\$ 670.00	\$ 670.00
2.02	TOPSOIL - ONSITE	45	CY	\$ 25.00	\$ 1,125.00
2.03	EXCAVATION, CLASS 10	255	CY	\$ 20.00	\$ 5,100.00
2.04	EXCAVATION, CLASS 13	30	CY	\$ 25.00	\$ 750.00
2.05	SUBGRADE PREPARATION, 12"	1510	SY	\$ 5.00	\$ 7,550.00
2.06	MODIFIED SUBBASE, 6"	1510	SY	\$ 10.00	\$ 15,100.00
2.07	FILLING AND PLUGGING OF KNOWN PIPE CULVERT, PIPE, AND CONDUIT, 6 TO 8 INCHES	(1) 500	LF	\$ 8.00	\$ 4,000.00
2.08	COMPACTION TESTING	1	LS	\$ 2,500.00	\$ 2,500.00
TRENCH AND TRENCHLESS CONSTRUCTION					
3.01	TRENCH FOUNDATION	20	TON	\$ 20.00	\$ 400.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	45	CY	\$ 30.00	\$ 1,350.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$ 1,350.00	\$ 1,350.00
SEWERS AND DRAINS					
4.01	SANITARY SEWER, TRENCHED, TRUSS PVC, 8"	400	LF	\$ 60.00	\$ 24,000.00
4.02	SANITARY SEWER SERVICE RELOCATION	7	EA	\$ 2,000.00	\$ 14,000.00
4.03	REMOVAL OF SANITARY SEWER, VCP, 8"	250	LF	\$ 10.00	\$ 2,500.00
4.04	SUMP PUMP COLLECTOR, PVC, 6"	800	LF	\$ 25.00	\$ 20,000.00
4.05	SUMP PUMP COLLECTOR CLEANOUT	3	EA	\$ 500.00	\$ 1,500.00
4.06	SUMP PUMP COLLECTOR OUTLET	4	EA	\$ 500.00	\$ 2,000.00
4.07	SUMP PUMP SERVICE STUB, PVC, 6"	7	EA	\$ 750.00	\$ 5,250.00
WATER MAIN AND APPURTENANCES					
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8"	400	LF	\$ 65.00	\$ 26,000.00
5.02	WATER SERVICE RELOCATION, K-COPPER, 1"	7	EA	\$ 2,200.00	\$ 15,400.00
5.03	VALVE, GATE, 8"	4	EA	\$ 2,500.00	\$ 10,000.00
5.04	FITTING, TEE, DIP, 8"	3	EA	\$ 750.00	\$ 2,250.00
5.05	FITTING, 90 DEGREE BEND, DIP, 8"	3	EA	\$ 500.00	\$ 1,500.00
5.06	FITTING, 45 DEGREE BEND, DIP, 8"	1	EA	\$ 500.00	\$ 500.00
5.07	FITTING, CROSS, DIP, 8"	1	EA	\$ 1,000.00	\$ 1,000.00
5.08	FITTING, REDUCER, DIP, 8"	1	EA	\$ 750.00	\$ 750.00
5.09	FITTING, CAP OR PLUG, DIP, 8"	2	EA	\$ 325.00	\$ 650.00
STRUCTURES FOR SANITARY AND STORM					
6.01	REMOVE MANHOLE	2	EA	\$ 750.00	\$ 1,500.00
6.02	MANHOLE, SW-301	3	EA	\$ 6,000.00	\$ 18,000.00
STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, 7"	1300	SY	\$ 60.00	\$ 78,000.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 2,500.00	\$ 2,500.00
7.03	REMOVAL OF SIDEWALK	150	SY	\$ 10.00	\$ 1,500.00
7.04	REMOVAL OF DRIVEWAY	130	SY	\$ 10.00	\$ 1,300.00
7.05	SIDEWALK, PCC, 6"	150	SY	\$ 150.00	\$ 22,500.00
7.06	DETECTABLE WARNING	64	SF	\$ 40.00	\$ 2,560.00
7.07	DRIVEWAY, PAVED, PCC, 6"	130	SY	\$ 80.00	\$ 10,400.00
7.08	PAVEMENT REMOVAL	1300	SY	\$ 10.00	\$ 13,000.00
TRAFFIC CONTROL					
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00
8.02	PORTABLE MESSAGE BOARD	3	CDAY	\$ 150.00	\$ 450.00
SITE WORK AND LANDSCAPING					
9.01	SWPPP MANAGEMENT	1	LS	\$ 1,050.00	\$ 1,050.00
9.02	FILTER SOCK, 8"	800	LF	\$ 3.00	\$ 2,400.00
9.03	FILTER SOCK, REMOVAL	800	LF	\$ 1.00	\$ 800.00
9.04	STABILIZED CONSTRUCTION ENTRANCE	140	SY	\$ 12.00	\$ 1,680.00
9.05	HYDRAULIC SEEDING, SEEDING, FERTILIZING, MULCHING	0.2	AC	\$ 4,000.00	\$ 800.00
9.06	EROSION CONTROL MULCHING, HYDROMULCHING WITH TEMPORARY SEED	0.2	AC	\$ 3,000.00	\$ 600.00
MISCELLANEOUS					
11.01	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00
11.02	MAINTENANCE OF POSTAL AND PARCEL SERVICE	1	LS	\$ 500.00	\$ 500.00
11.03	MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1	LS	\$ 1,200.00	\$ 1,200.00
11.04	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS, HMA MILLINGS	50	SY	\$ 25.00	\$ 1,250.00
11.05	CONCRETE WASHOUT	1	LS	\$ 1,000.00	\$ 1,000.00
11.06	REMOVE AND REINSTALL STREET SIGNS	2	EA	\$ 300.00	\$ 600.00
					Subtotal: \$ 368,285.00
					Contingency (10%): \$ 36,828.50
					CONSTRUCTION TOTAL: \$ 405,113.50
					<u>Other Project Costs (20%)</u>
					Engineering, Construction, and Administration: \$ 81,022.70
					TOTAL PROJECT COST: \$ 486,136.20

FOOTNOTES

(1) Abandonment of water main, sanitary sewer



ITEM #	DESCRIPTION	PROJECT TOTAL	UNIT	UNIT PRICE	PROJECT TOTAL
EARTHWORK					
2.01	CLEARING AND GRUBBING	1	LS	\$ 1,830.00	\$ 1,830.00
2.02	TOPSOIL - ONSITE	135	CY	\$ 25.00	\$ 3,375.00
2.03	EXCAVATION, CLASS 10	620	CY	\$ 20.00	\$ 12,400.00
2.04	EXCAVATION, CLASS 13	60	CY	\$ 25.00	\$ 1,500.00
2.05	SUBGRADE PREPARATION, 12"	3710	SY	\$ 5.00	\$ 18,550.00
2.06	MODIFIED SUBBASE, 6"	3710	SY	\$ 10.00	\$ 37,100.00
2.07	FILLING AND PLUGGING OF KNOWN PIPE CULVERT, PIPE, AND CONDUIT, 6 TO 8 INCHES	(1) 1300	LF	\$ 8.00	\$ 10,400.00
2.08	COMPACTION TESTING	1	LS	\$ 7,500.00	\$ 7,500.00
TRENCH AND TRENCHLESS CONSTRUCTION					
3.01	TRENCH FOUNDATION	65	TON	\$ 20.00	\$ 1,300.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	140	CY	\$ 30.00	\$ 4,200.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$ 3,650.00	\$ 3,650.00
SEWERS AND DRAINS					
4.01	SANITARY SEWER, TRENCHED, TRUSS PVC, 8"	1200	LF	\$ 60.00	\$ 72,000.00
4.02	SANITARY SEWER SERVICE RELOCATION	30	EA	\$ 2,000.00	\$ 60,000.00
4.03	REMOVAL OF SANITARY SEWER, VCP, 8"	1200	LF	\$ 10.00	\$ 12,000.00
4.04	STORM SEWER, TRENCHED, RCP, 15"	250	LF	\$ 70.00	\$ 17,500.00
4.05	STORM SEWER, TRENCHED, RCP, 18"	15	LF	\$ 75.00	\$ 1,125.00
4.06	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"	50	LF	\$ 10.00	\$ 500.00
4.07	SUMP PUMP COLLECTOR, PVC, 6"	2350	LF	\$ 25.00	\$ 58,750.00
4.08	SUMP PUMP COLLECTOR CLEANOUT	9	EA	\$ 500.00	\$ 4,500.00
4.09	SUMP PUMP COLLECTOR OUTLET	12	EA	\$ 500.00	\$ 6,000.00
4.10	SUMP PUMP SERVICE STUB, PVC, 6"	30	EA	\$ 750.00	\$ 22,500.00
WATER MAIN AND APPURTENANCES					
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8"	1200	LF	\$ 65.00	\$ 78,000.00
5.02	WATER SERVICE RELOCATION, K-COPPER, 1"	30	EA	\$ 2,200.00	\$ 66,000.00
5.03	VALVE, GATE, 8"	4	EA	\$ 2,500.00	\$ 10,000.00
5.04	FIRE HYDRANT ASSEMBLY	3	EA	\$ 6,000.00	\$ 18,000.00
5.05	FIRE HYDRANT ASSEMBLY REMOVAL	1	EA	\$ 550.00	\$ 550.00
5.06	FITTING, TEE, DIP, 8"	1	EA	\$ 750.00	\$ 750.00
5.07	FITTING, 90 DEGREE BEND, DIP, 8"	1	EA	\$ 500.00	\$ 500.00
5.08	FITTING, 45 DEGREE BEND, DIP, 8"	1	EA	\$ 500.00	\$ 500.00
5.09	FITTING, CAP OR PLUG, DIP, 8"	2	EA	\$ 325.00	\$ 650.00
STRUCTURES FOR SANITARY AND STORM					
6.01	REMOVE MANHOLE	2	EA	\$ 750.00	\$ 1,500.00
6.02	REMOVE INTAKE	4	EA	\$ 750.00	\$ 3,000.00
6.03	INTAKE, SW-505	4	EA	\$ 3,800.00	\$ 15,200.00
6.04	INTAKE, SW-506	4	EA	\$ 6,400.00	\$ 25,600.00
6.05	MANHOLE, SW-301	2	EA	\$ 6,000.00	\$ 12,000.00
6.05	MANHOLE, SW-401, 48"	1	EA	\$ 5,000.00	\$ 5,000.00
STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, 7"	3200	SY	\$ 60.00	\$ 192,000.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 7,500.00	\$ 7,500.00
7.03	REMOVAL OF SIDEWALK	70	SY	\$ 10.00	\$ 700.00
7.04	REMOVAL OF DRIVEWAY	375	SY	\$ 10.00	\$ 3,750.00
7.05	SIDEWALK, PCC, 4"	70	SY	\$ 100.00	\$ 7,000.00
7.06	DRIVEWAY, PAVED, PCC, 6"	375	SY	\$ 80.00	\$ 30,000.00
7.07	PAVEMENT REMOVAL	3200	SY	\$ 10.00	\$ 32,000.00
TRAFFIC CONTROL					
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 7,500.00	\$ 7,500.00
8.02	PORTABLE MESSAGE BOARD	6	CDAY	\$ 150.00	\$ 900.00
SITE WORK AND LANDSCAPING					
9.01	SWPPP MANAGEMENT	1	LS	\$ 2,950.00	\$ 2,950.00
9.02	FILTER SOCK, 8"	2350	LF	\$ 3.00	\$ 7,050.00
9.03	FILTER SOCK, REMOVAL	2350	LF	\$ 1.00	\$ 2,350.00
9.04	STABILIZED CONSTRUCTION ENTRANCE	140	SY	\$ 12.00	\$ 1,680.00
9.05	HYDRAULIC SEEDING, SEEDING, FERTILIZING, MULCHING	0.8	AC	\$ 4,000.00	\$ 3,200.00
9.06	EROSION CONTROL MULCHING, HYDROMULCHING WITH TEMPORARY SEED	0.8	AC	\$ 3,000.00	\$ 2,400.00
9.07	INLET PROTECTION DEVICE, DROP-IN, INSTALL AND REMOVE	8	EA	\$ 200.00	\$ 1,600.00
9.08	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	8	EA	\$ 50.00	\$ 400.00
MISCELLANEOUS					
11.01	MOBILIZATION	1	LS	\$ 105,000.00	\$ 105,000.00
11.02	MAINTENANCE OF POSTAL AND PARCEL SERVICE	1	LS	\$ 2,000.00	\$ 2,000.00
11.03	MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1	LS	\$ 3,300.00	\$ 3,300.00
11.04	CONCRETE WASHOUT	1	LS	\$ 1,500.00	\$ 1,500.00
11.05	REMOVE AND REINSTALL STREET SIGNS	11	EA	\$ 300.00	\$ 3,300.00
Subtotal:					\$ 1,012,010.00
Contingency (10%):					\$ 101,201.00
CONSTRUCTION TOTAL:					\$ 1,113,211.00
Other Project Costs (20%)					
Engineering, Construction, and Administration:					\$ 222,642.20
TOTAL PROJECT COST:					\$ 1,335,853.20

FOOTNOTES

(1) Abandonment of water main, sanitary sewer

ENGINEER'S OPINION OF PROBABLE PROJECT COSTS
15-Nov-21



WEST CLINTON AVENUE RECONSTRUCTION
UTILITY RECONSTRUCTION
INDIANOLA, IA
121.0657.01

ITEM #	DESCRIPTION	PROJECT TOTAL	UNIT	UNIT PRICE	PROJECT TOTAL
EARTHWORK					
2.01	TOPSOIL - ONSITE	45	CY	\$ 25.00	\$ 1,125.00
2.02	EXCAVATION, CLASS 10	250	CY	\$ 20.00	\$ 5,000.00
2.03	EXCAVATION, CLASS 13	25	CY	\$ 25.00	\$ 625.00
2.04	SUBGRADE PREPARATION, 12"	1675	SY	\$ 5.00	\$ 8,375.00
2.05	MODIFIED SUBBASE, 6"	1675	SY	\$ 10.00	\$ 16,750.00
2.06	FILLING AND PLUGGING OF KNOWN PIPE CULVERT, PIPE, AND CONDUIT, 6 TO 8 INCHES	(1) 375	LF	\$ 8.00	\$ 3,000.00
2.07	COMPACTION TESTING	1	LS	\$ 2,500.00	\$ 2,500.00
TRENCH AND TRENCHLESS CONSTRUCTION					
3.01	TRENCH FOUNDATION	20	TON	\$ 20.00	\$ 400.00
3.02	REPLACEMENT OF UNSUITABLE BACKFILL MATERIALS	45	CY	\$ 30.00	\$ 1,350.00
3.03	TRENCH COMPACTION TESTING	1	LS	\$ 1,350.00	\$ 1,350.00
SEWERS AND DRAINS					
4.01	STORM SEWER, TRENCHED, RCP, 15"	150	LF	\$ 70.00	\$ 10,500.00
4.02	STORM SEWER, TRENCHED, RCP, 18"	205	LF	\$ 75.00	\$ 15,375.00
4.03	REMOVAL OF STORM SEWER, RCP, LESS THAN OR EQUAL TO 18"	350	LF	\$ 10.00	\$ 3,500.00
4.04	SUMP PUMP COLLECTOR, PVC, 6"	625	LF	\$ 25.00	\$ 15,625.00
4.05	SUMP PUMP COLLECTOR OUTLET	6	EA	\$ 500.00	\$ 3,000.00
4.06	SUMP PUMP SERVICE STUB, PVC, 6"	7	EA	\$ 750.00	\$ 5,250.00
WATER MAIN AND APPURTENANCES					
5.01	WATER MAIN, TRENCHED, C-900 PVC, 8"	375	LF	\$ 65.00	\$ 24,375.00
5.02	WATER SERVICE RELOCATION, K-COPPER, 1"	7	EA	\$ 2,200.00	\$ 15,400.00
5.03	VALVE, GATE, 8"	2	EA	\$ 2,500.00	\$ 5,000.00
5.04	FITTING, TEE, DIP, 8"	1	EA	\$ 750.00	\$ 750.00
5.05	FITTING, 90 DEGREE BEND, DIP, 8"	1	EA	\$ 500.00	\$ 500.00
STRUCTURES FOR SANITARY AND STORM					
6.01	REMOVE INTAKE	2	EA	\$ 750.00	\$ 1,500.00
6.02	INTAKE, SW-505	4	EA	\$ 3,800.00	\$ 15,200.00
6.03	INTAKE, SW-511	1	EA	\$ 6,000.00	\$ 6,000.00
STREETS AND RELATED WORK					
7.01	PAVEMENT, PCC, 8"	1500	SY	\$ 80.00	\$ 120,000.00
7.02	PCC PAVEMENT SAMPLES AND TESTING	1	LS	\$ 2,500.00	\$ 2,500.00
7.03	REMOVAL OF SIDEWALK	5	SY	\$ 10.00	\$ 50.00
7.04	REMOVAL OF DRIVEWAY	45	SY	\$ 10.00	\$ 450.00
7.05	SIDEWALK, PCC, 6"	5	SY	\$ 150.00	\$ 750.00
7.06	DETECTABLE WARNING	16	SF	\$ 40.00	\$ 640.00
7.07	DRIVEWAY, PAVED, PCC, 6"	45	SY	\$ 80.00	\$ 3,600.00
7.08	PAVEMENT REMOVAL	1500	SY	\$ 10.00	\$ 15,000.00
TRAFFIC CONTROL					
8.01	TEMPORARY TRAFFIC CONTROL	1	LS	\$ 2,500.00	\$ 2,500.00
8.02	PORTABLE MESSAGE BOARD	9	CDAY	\$ 150.00	\$ 1,350.00
SITE WORK AND LANDSCAPING					
9.01	SWPPP MANAGEMENT	1	LS	\$ 1,050.00	\$ 1,050.00
9.02	FILTER SOCK, 8"	625	LF	\$ 3.00	\$ 1,875.00
9.03	FILTER SOCK, REMOVAL	625	LF	\$ 1.00	\$ 625.00
9.04	STABILIZED CONSTRUCTION ENTRANCE	140	SY	\$ 12.00	\$ 1,680.00
9.05	HYDRAULIC SEEDING, SEEDING, FERTILIZING, MULCHING	0.2	AC	\$ 4,000.00	\$ 800.00
9.06	EROSION CONTROL MULCHING, HYDROMULCHING WITH TEMPORARY SEED	0.2	AC	\$ 3,000.00	\$ 600.00
9.07	INLET PROTECTION DEVICE, DROP-IN, INSTALL AND REMOVE	4	EA	\$ 200.00	\$ 800.00
9.08	INLET PROTECTION DEVICE, DROP-IN, MAINTENANCE	4	EA	\$ 50.00	\$ 200.00
MISCELLANEOUS					
11.01	MOBILIZATION	1	LS	\$ 35,000.00	\$ 35,000.00
11.02	MAINTENANCE OF POSTAL AND PARCEL SERVICE	1	LS	\$ 500.00	\$ 500.00
11.03	MAINTENANCE OF SOLID WASTE AND RECYCLING COLLECTION	1	LS	\$ 1,200.00	\$ 1,200.00
11.04	TEMPORARY PEDESTRIAN RESIDENTIAL ACCESS, HMA MILLINGS	50	SY	\$ 25.00	\$ 1,250.00
11.05	CONCRETE WASHOUT	1	LS	\$ 1,000.00	\$ 1,000.00
11.06	REMOVE AND REINSTALL STREET SIGNS	1	EA	\$ 300.00	\$ 300.00
					Subtotal: \$ 356,170.00
					Contingency (10%): \$ 35,617.00
					CONSTRUCTION TOTAL: \$ 391,787.00
					Other Project Costs (20%)
					Engineering, Construction, and Administration: \$ 78,357.40
					TOTAL PROJECT COST: \$ 470,144.40

FOOTNOTES

(1) Abandonment of water main

Project No.: 121.0657

Supplemental Agreement No. 31
A Supplement to the
City of Indianola, IA & Snyder & Associates, Inc.
PROFESSIONAL Services Agreement

Snyder & Associates, Inc. (Service Provider) agrees to provide to City of Indianola (City) the PROFESSIONAL services described below for the Project identified below. The PROFESSIONAL services shall be performed in accordance with and shall be subject to the terms and conditions of the "PROFESSIONAL Services Agreement" executed by and between City and Service Provider on the 17th day of October 2016.

PROJECT NAME:

West Boston Avenue, North "F" Street, and West Clinton Avenue Utility Improvements

PROJECT DESCRIPTION:

The PROJECT consists of completing preliminary design, final design, bidding assistance, and construction phase services for replacing water mains, storm and sanitary sewer infrastructure, and street, driveway, and ADA sidewalk improvements along three City streets:

- West Boston Avenue from North "F" Street to North "D" Street
- North "F" Street ½ on block either direction from West Boston Avenue
- West Clinton Avenue between North Buxton Street and North Howard Street

SCOPE OF WORK:

Refer to attached Exhibit "A".

SCHEDULE:

Snyder & Associates, Inc. is prepared to begin work on these services upon completion of an executed agreement.

COMPENSATION:

Snyder & Associates, Inc. will provide the above services at the standard hourly rate found in Exhibit B, not to exceed \$302,300.

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

CITY OF INDIANOLA

By:

(Authorized signature)

(Title)

Date:

SNYDER & ASSOCIATES, INC.

By:



(Authorized signature)

President
(Title)

Date:

11/15/2021

EXHIBIT ‘A’

WEST BOSTON AVENUE, NORTH “F” STREET, AND WEST CLINTON AVENUE UTILITY IMPROVEMENTS FOR CITY OF INDIANOLA, IOWA

SCOPE OF WORK November 15, 2021

I. PROJECT DESCRIPTION

The project includes PROFESSIONAL engineering services for a utility replacement, grading, and paving project for the reconstruction of three segments of City streets. Work consists of replacing water main, storm sewer, and sanitary sewer on West Boston Avenue between North “F” Street and North “D” Street, approximately 1,200 feet; and replacing water main and sanitary sewer on North “F” Street approximately ½ block in either direction of West Boston Avenue, 300 total feet; and replacing water main and storm sewer on West Clinton Avenue between North Buxton Street and North Howard Street, approximately 350 feet.

Reconstruction will also include full replacement of the street surface, ADA sidewalk ramps at intersections, as required, driveways, grading, erosion and sediment control, surface restoration, traffic control, and other associated construction activities.

PROFESSIONAL services will include project administration, preliminary design, public information meetings, utility coordination services, final design, bidding assistance, and construction phase services (staking, administration, and on-site observation).

II. SCOPE OF SERVICES

A. BASIC SERVICES

1. Project Administration

- a. Monthly progress reports to the CLIENT.
- b. Monthly billing reports.
- c. Utility Coordination. The PROFESSIONAL will develop preliminary plan and profiles for the purpose of coordinating with existing IMU utilities and other utility owners in the corridor. The PROFESSIONAL will meet with utility owners when the design and construction plans are approximately 90% complete. PROFESSIONAL will coordinate with the CLIENT and utility companies to discuss location of facilities and potential impacts as a result of the project. This agreement does not include design of any private utility facilities. It is understood that the PROFESSIONAL will hold and facilitate one (1) utility meeting to address specific issues related to the project. PROFESSIONAL will prepare and distribute meeting minutes to

all attendees. Any subsurface utility engineering (SUE) services requested to obtain accurate utility depth and location information will be paid for as a change to the agreement

- d. Project design review with the CLIENT, as needed.
- e. The funding sources for the project include American Rescue Plan Act (ARPA) of 2021 funding and local funds. The PROFESSIONAL will coordinate with the City to meet grant and funding requirements as appropriate.
- f. Property Owners. The PROFESSIONAL will assess the development interests of adjacent property owners and coordinate designs of improvements with said interests.
- g. Public Engagement. The PROFESSIONAL will conduct a public information meeting, in open house format, to present preliminary findings and project information and to gather concerns and issues from the public. Project progress will be presented to council and a final public information meeting will be conducted to set the letting date and approve the plans, specifications, and form of contract.

2. Preliminary Design and Plans

- a. Preliminary Design. Preliminary design, based on the concepts presented at the November 15 City Council Meeting, will be performed for utility replacement, grading, street, sidewalk, and driveway paving, ADA sidewalk ramp replacement, erosion and traffic control, and restoration. Thirty percent (30%) preliminary design, previously undertaken for West Boston Avenue and North F Street, will be advanced to preliminary design completion. Preliminary design was previously completed for West Clinton Avenue.
- b. PROFESSIONAL will collect and summarize the design standards applicable to this project. Iowa Statewide Urban Design and Specifications (SUDAS) and Indianola SUDAS Supplemental Specifications shall be used as guidance on development of these standards. Design parameters will be summarized and presented to the CLIENT for review and approval prior to design.
- c. PROFESSIONAL will make one (1) site visit coordinating with CLIENT staff to review and discuss the project site preliminary construction plans and specifications, and schedules.
- d. PROFESSIONAL will make site visits as required to gain information regarding the condition of utility infrastructure, pavement condition, construction limits, and other pertinent information to design the improvements.
- e. Iowa SUDAS and Indianola SUDAS Supplemental Specifications shall be used for guidance on applicable design standards. If variations of these design standards are required for the project the CLIENT shall coordinate these design exceptions with the CLIENT for general concurrence.

- f. All plans shall be prepared on 11"x17" paper in black and white ink unless color plans are required to show details. Construction plans shall be at a general scale of 1" = 40'.
 - g. Preliminary Plans will be submitted to the CLIENT for review and comment.
 - h. Final plan preparation shall not commence until after the CLIENT has reviewed the preliminary plans and approval with a notice to proceed is given.
 - i. Traffic management and impacts to residents and businesses along the corridor are important to this project and preliminary staging and access control plans will be prepared for review by the CLIENT.
 - j. Opinion of Probable Construction Costs - The PROFESSIONAL shall prepare an opinion of total probable construction costs based upon preliminary design for the selected project alternatives. Statements of probable construction costs prepared by the PROFESSIONAL represent the best judgment as a design PROFESSIONAL familiar with the construction industry. It is recognized, however, that the PROFESSIONAL has no control over the cost of labor, materials, or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the PROFESSIONAL does not guarantee that any actual cost will not vary from any cost estimate prepared by the PROFESSIONAL.
3. Final Design Plans, Specifications, and Cost Estimate. PROFESSIONAL will utilize the topographic survey and base maps to prepare construction drawings for this Project. This plan shall be in substantial conformance with the agreed plan of action from the CLIENT. The construction documents and specifications shall include the following for West Boston Avenue, North F Street, and West Clinton Avenue.
- a. Project title sheet
 - b. General notes sheet
 - c. Typical sections for proposed improvements including materials and subgrade work.
 - d. Tabulations of estimated quantities and estimate reference information.
 - e. Plan and profile sheets with standard features such as construction limits, existing features, proposed pavement limits, pavement markings, etc.
 - f. Horizontal and vertical control plan
 - g. Right of Way plan.
 - h. A traffic control and staging plan to complete the construction with the intent of minimal inconvenience to adjacent property owners.
 - i. Detail sheets for driveway and intersection design.
 - j. Typical details for pedestrian ramp reconstruction including detailed sheets for compliance with SUDAS design standards.
 - k. Erosion control plan
 - l. Special details
 - m. Cross sections

- a. The PROFESSIONAL shall complete the final design and plans and specifications for the improvements for the established scope for the project and shall furnish a copy of these documents to the CLIENT for review and approval prior to final acceptance. The design documents will follow the current CLIENT requirements.
- b. Specification “front ends” shall be prepared by the PROFESSIONAL for this project. The “front ends” shall include Notice of Hearing and Letting, Information for Bidders, Bid Form, Standard Form of Agreement, Bid Bond, Performance Bond, Payment Bond, Notice to Proceed, General Conditions, and Supplemental General Conditions.
- c. Permits – The PROFESSIONAL shall complete and obtain required permits from the Iowa DNR for sanitary sewer and water main construction permits, and NPDES General Permit No. 2 coverage. All applicable fees shall be paid by the CLIENT and included in the project as direct expenses.
- d. Opinion of Probable Construction Costs - The PROFESSIONAL shall prepare an opinion of total probable construction costs based upon the final designs developed for the project improvements.
- e. PROFESSIONAL shall administer a quality-assurance, quality-control (QA/QC) review which includes a site walk through and a thorough plan review. This quality review of the plan will be performed by a PROFESSIONAL Engineer at least once during the project development process.

B. ADDITIONAL SERVICES – None

C. BID PHASE SERVICES

1. Bidding Assistance

Upon receipt of authorization by the CLIENT to proceed, the PROFESSIONAL shall perform the following services:

- a. Construction Contract Documents - The project will be let by the CLIENT, and the PROFESSIONAL shall supply the necessary documents for this process.
- b. Advertising - The PROFESSIONAL shall answer questions from potential contractors, subcontractor, and suppliers, and coordinate with CLIENT staff during this phase of services.
- c. The PROFESSIONAL shall attend the meeting at which bids are received, tabulate the bids, and make recommendations to the City Council regarding the awarding of the construction contract to the lowest qualified bidder for the project.

D. CONSTRUCTION PHASE SERVICES

1. Construction Staking

The PROFESSIONAL shall be responsible for providing all construction stakes for the PROJECT. The PROFESSIONAL shall provide staking of proposed features per the construction plans. The PROFESSIONAL shall provide one set

of stakes for each construction operation. Any staking that is destroyed due to construction that shall be replaced will be at the Contractor's expense.

- a. Project site horizontal and vertical control point verification and setup (horizontal and vertical control points will be available for the grading and building contractor for machine control).
- b. Existing pavement removals and construction limits (50' intervals and points of deflection).
- c. Storm and sanitary sewer pipe, structures, box culvert and structure adjustments (SUDAS station location offsets with flow line and rim/form grade/inlet elevations).
- d. Water main pipe, tie-in, water critical crossings, structures, and adjustments (centerline pipe, top of pipe elevations and structure offsets).
- e. Street subgrade checks (Check stakes provided on centerline at 50' intervals).
- f. Roadway and turn lane pavement pave-thru's and intersection back of curb (paving hubs staked on 25' intervals in tangents and horizontal curves to a pre-determined height).
- g. Roadway sidewalk pavement (paving hubs staked on 50' intervals. Offsets to a single edge to a pre-determined height).
- h. ADA compliance sidewalk (ADA ramp curb drops, top of ramp and landing/turning space locations, single edge, and corner offsets with elevations).
- i. Re-staking or additional staking of items not addressed shall be considered extra services. Said extra services will be performed on an hourly basis in accordance with Snyder & Associates, Inc. current, Standard Fee Schedule.
- j. After first notice, a minimum 3-day notice is required for construction survey scheduling.

2. Construction Administration

Upon award of the construction contract, the PROFESSIONAL shall perform the following administrative services during construction of the proposed improvements:

- a. During the construction phases, the PROFESSIONAL shall specify the testing of materials and administrative procedures as per the CLIENT's requirements and as directed by the PROFESSIONAL.
- b. Preconstruction Conferences - The PROFESSIONAL shall arrange and conduct a preconstruction conference with the Contractor, Iowa DOT, impacted utility companies, and CLIENT, to review the contract requirements, details of construction, utility conflicts, and work schedule prior to construction.
- c. Periodic Site Observation - The PROFESSIONAL shall make periodic visits to the construction site to (a) observe the progress and (b) determine if the results of the construction work substantially conform to the drawings and specifications in the construction contract.
- d. Contractor Payment Requests - The PROFESSIONAL shall review the requests of the contractor for progress payments and shall approve a request,

based on site observations, which authorizes payments and is a declaration that the contractor's work has progressed to the point indicated. The PROFESSIONAL shall review one (1) request per month.

- e. Notification of Nonconformance - The PROFESSIONAL shall notify the CLIENT of any known work which does not conform to the construction contract, make recommendations to the CLIENT for the correction of nonconforming work and, at the request of the CLIENT, see that these recommendations are implemented by the contractor.
- f. Shop Drawings - The PROFESSIONAL shall review shop drawings and other submissions of the Contractor for general compliance with the construction contract.
- g. Change Orders - The PROFESSIONAL shall prepare change orders for approval of the CLIENT.
- h. Substantially Complete Final Site Observation - The PROFESSIONAL shall perform a site observation to determine if the project is substantially complete according to the plans and specifications and make a recommendation on final payment for each construction phase.
- i. During the Construction Services phase, the Project Manager shall confer with the CLIENT to report project status. A written progress report shall be submitted and written in such a way that it is suitable for use as a City Council information item.
- j. If the Contractor exceeds the estimated working days in completing construction of the project for any of the project lettings, or if change orders or project additions require additional working days, the PROFESSIONAL will be compensated for administration, inspecting, and staking services based on established hourly rates and fixed expenses outlined in the PROFESSIONAL's Standard Fee Schedule (Exhibit "B").
- k. Final Acceptance. It is understood that the CLIENT will accept any portion of the project only after recommendation by the PROFESSIONAL. Final acceptance of the project by the CLIENT shall not be deemed to release the Contractor from responsibility for ensuring that the work is done in a good and workmanlike manner, free of defects in materials and workmanship nor the PROFESSIONAL for liability of design.

3. Construction Observation.

The PROFESSIONAL will provide one or more resident construction observer for the project as required during the construction phase. If the Contractor requests a waiver of any provisions of the plans and specifications, the PROFESSIONAL will make a recommendation on the request to the CLIENT for their determination. No waiver shall be granted if such waiver would serve to reduce the quality of the final product. The CLIENT shall never be deemed to have authorized the PROFESSIONAL to consent to the use of defective workmanship or materials. The construction observer will give guidance to the project during the construction periods, including the following:

- a. Verify materials provided by the contractor are in accordance with the contract documents. The PROFESSIONAL reserves the right to reject any inappropriate or damaged materials delivered to or observed on the site.
- b. Verify inappropriate or damaged materials are not incorporated into project by observing destruction of materials on-site and/or the Contractor hauling material off-site. The PROFESSIONAL will notify the CLIENT of inappropriate or damaged materials found at the site.
- c. Checking of lines and grades required during construction.
- d. Spot check grading and subgrade preparation and review with the contractor any soft spots in the subgrade prior to paving.
- e. Observation of the work for general compliance with plans and specifications.
- f. Keep a record or log of Contractor's activities throughout construction, including notation on the nature and cost of any extra work or changes ordered during construction.
- g. Construction Testing. The construction observer shall coordinate acceptance testing and monitoring according to CLIENT requirements. Concrete field air and slump tests and casting of concrete cylinders will be completed by the construction observer as required. Aggregate sampling and concrete plant monitoring will be conducted by the construction observer. Moisture and density control tests and breaking concrete cylinders will be required by the contractor.
- h. Resident Services provide the CLIENT with representation at the job site during the construction phases of the project which results in increasing the probability that the project will be constructed in substantial compliance with the plans and specifications and contract documents. However, such resident services do not guarantee the Contractor's performance. Resident services do not include responsibility for construction means, controls, techniques, sequences, procedures, or safety.

4. Record Drawings

Record Documents. The PROFESSIONAL shall furnish reproducible record documents for each project phase according to CLIENT requirements. Such as-builts may contain a waiver of liability phrase in regard to unknown changes made by the Contractor without CLIENT/PROFESSIONAL approval.

E. EXTRA SERVICES – The following shall be considered extra services and are not included within the Scope of Work. These items are listed to further assist with clarity of project scope as well as provide a listing of services, which PROFESSIONAL could perform upon request:

1. Boundary Survey and ROW Design Services
2. Easement Platting Services
3. CLIENT requested major revisions
4. Street lighting assessment and design
5. Quality Level A or B Subsurface Utility Engineering Surveys
6. Street lighting assessment and design

III. CLIENT'S RESPONSIBILITIES:

1. Provide to PROFESSIONAL all known and existing information, plans, specifications, and data pertaining to or affecting the Project; all criteria and full information as to Client's requirements for the Project; all construction standards which Client will require to be included in the plans and specifications; copies of all other entities findings and reports generated for Client with respect to this Project; and such other information as may be requested and reasonably required to enable PROFESSIONAL to complete its services under this Agreement.
2. Provide for safe access to and make all provisions, including notice to property owners, for PROFESSIONAL to enter upon public and private property as required for PROFESSIONAL to perform its services under this Agreement.
3. Coordinate the timing and sequence of PROFESSIONAL's services with the services of others to the Project.
4. Review and examine drawings, specifications, alternate solutions, proposed legal documents, and other documents submitted by PROFESSIONAL and render to PROFESSIONAL written interim and/or final decisions thereto.
5. Give written notice to PROFESSIONAL whenever Client observes or otherwise becomes aware of any Project Site concerns, any defect or nonconformance in the performance of any Contractor or other Consultant working on the Project, or of any other event or development that may affect the scope or time of performance of PROFESSIONAL's services; and, also, give written notice of any defect or nonconformance of PROFESSIONAL's services.
6. Provide facilities and attend the public information meeting, pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and substantial completion and final payment Project Site visits.

IV. SCHEDULE

The PROFESSIONAL will complete the above scope of services to accommodate a targeted February 2022 bid letting. Revised Milestone dates for the project are as follows:

Utility Coordination Meeting	November 2021
Public Information Meeting	November 2021
Preliminary Plans, Specifications, and Cost Estimate	November 2021
Final Plans, Specifications, and Cost Estimate	December 2021
Final Bid Documents	January 2022
Set Date for Bid Opening	January 2022
Bid Letting	February 2022
Public Hearing to Approve Plans, Specifications, Contract, and Contractor Award	March 2022
Construction	April 2022

V. FEES

The above scope of services will be billed at the standard hourly rates found in Exhibit B.

BASIC SERVICES

Project Administration	\$27,500
Topographic Survey	\$0
Boundary Survey	\$0
Preliminary Design & Plans	\$44,200
Final Design Plans, Specifications, and Cost Estimate	<u>\$72,500</u>
SUBTOTAL	\$144,200

BID PHASE SERVICES

Bid Assistance	\$3,900
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CONSTRUCTION PHASE SERVICES – W. BOSTON AVE. & N. “F” STREET

Construction Staking	\$13,300
Construction Administration	\$32,200
Construction Observation	\$70,600
Record Drawings	<u>\$3,700</u>
SUBTOTAL	\$119,800

CONSTRUCTION PHASE SERVICES – WEST CLINTON AVENUE

Construction Staking	\$3,100
Construction Administration	\$8,900
Construction Observation	\$19,200
Record Drawings	<u>\$1,200</u>
SUBTOTAL	\$32,400

REIMBURSABLE EXPENSES

Mileage	\$1,475
NPDES Permit (1-year)	\$175
Iowa DNR Water Construction Permit	\$250
Iowa DNR Wastewater Construction Permit	<u>\$100</u>
SUBTOTAL	\$2,000

TOTAL\$302,300

VI. EXTRA SERVICES – By Amendment

EXHIBIT 'B'

**SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE**

Billing Classification/Level		Billing Rate	
Professional			
Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer			
Principal II	\$220.00	/hour	
Principal I	\$209.00	/hour	
Senior	\$190.00	/hour	
VIII	\$174.00	/hour	
VII	\$165.00	/hour	
VI	\$157.00	/hour	
V	\$146.00	/hour	
IV	\$136.00	/hour	
III	\$124.00	/hour	
II	\$112.00	/hour	
I	\$99.00	/hour	
Technical			
CADD, Survey, Construction Observation			
Lead	\$133.00	/hour	
Senior	\$127.00	/hour	
VIII	\$118.00	/hour	
VII	\$109.00	/hour	
VI	\$98.00	/hour	
V	\$88.00	/hour	
IV	\$80.00	/hour	
III	\$72.00	/hour	
II	\$66.00	/hour	
I	\$58.00	/hour	
Administrative			
II	\$68.00	/hour	
I	\$56.00	/hour	
Reimbursables			
Mileage	current IRS standard rate		
Outside Services	As Invoiced		

RESOLUTION NO. _____

RESOLUTION APPROVING AN AGREEMENT WITH SNYDER AND ASSOCIATES, INC. FOR WEST BOSTON AVENUE, NORTH F STREET, AND WEST CLINTON AVENUE UTILITY IMPROVEMENTS PROJECT

WHEREAS, the City Council has determined it appropriate to work on the West Boston Avenue, North F Street, and West Clinton Avenue Utility Improvements Project (will be referred as the "Project"); and

WHEREAS, the scope of work for this project includes replacing the storm, sanitary, and water utility infrastructure on West Boston Avenue, between North F Street and North D Street; North F Street, half block on either direction from West Boston Avenue; and West Clinton Avenue, between North Buxton Street and North Howard Street; and

WHEREAS, the City of Indianola requires engineering professional services associated with preparing the engineering design, construction plans and specifications, bidding assistance, and construction inspection services for this project; and

WHEREAS, Snyder and Associates, Inc. has prepared and presented an agreement for those professional services for an amount not to exceed \$302,300; and

WHEREAS, the Council finds that the proposed agreement with Snyder and Associates, Inc. should be approved, and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the agreement between the City of Indianola and Snyder and Associates, Inc., for an amount not to exceed \$302,300, is hereby approved for this project and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 15th day of November 2021.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

Subject: Receive and file correspondence from October 29 and November 5, 2021 weekly updates from City Manager, Ryan Waller.

Recommendation: Simple motion to receive and file the updates is in order.

Attachments:

1. Weekly Update 10.29
2. Weekly Update 11.5

Jackie Raffety

From: Cassandra Mosher
Sent: Friday, October 29, 2021 3:43 PM
Subject: Weekly Update October 29, 2021

Good afternoon! Below is this week's update. If you have any questions, please reach out to staff at 515-961-9410 or email cityclerk@indianolaiowa.gov. Have a great weekend!

Cassandra Mosher
Administrative Clerk
City of Indianola, Iowa
515-961-9410



WEEKLY UPDATE - OCTOBER 29, 2021

Positive Economic Development

As October draws to a close, the City continues the trend towards a record year in permit valuation. To date, the City has received building permits at a value of \$39.8 million. This new valuation is in addition to the over \$186 million of positive economic development growth that has taken place in Indianola over the last five years and has pushed Indianola over the \$1 billion in total valuation mark - a major benefit to Indianola residents. Increased City investment in infrastructure, updated policies and codes, improvements to the permitting process, as well as an influx of new developers have been key factors in the continued growth in Indianola.

Draft Audit Report

The City is in receipt of the draft audit of its previous fiscal year (FY2021). The results of the audit were again extremely positive. Thank you to the Mayor and City Council, the City's finance team, and the various City departments for their commitment to ensuring adherence to best practices in municipal budgeting and finance. A presentation from the City's auditor is scheduled for later in November.

November 1 City Council Meeting

The City Council will meet on Monday, November 1 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 \(LINK\)](#)

Square Reconstruction (Streetscape) Project Update

Phase 1 of the Square Reconstruction Project progressed slowly this week due to rain, but the contractor was able to finish the colored crosswalks and continue some sidewalk construction. Next week, sidewalk construction will continue. As sidewalk work continues, please be aware of short-term sidewalk closures and pedestrian detours. Phase 1 construction is expected to be completed by mid-November.

[Project Information \(LINK\)](#)

Board of Adjustment

The November meeting of the Board of Adjustment will take place on Wednesday, November 3. The agenda and materials can be found at the link below.

[Agenda \(LINK\)](#)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 18 projects listed, nine are in review, one has been approved and is awaiting construction to begin, seven are in construction, and one is completed.

2021 Building Permits (PDF)

This week, two building permits were submitted. There are currently nine building permit applications in review and 177 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 28 open code enforcement cases (138 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 – November 15, 2021 (PDF)

Anticipated Draft Agenda – December 6, 2021 (PDF)

Jackie Raffety

From: Jackie Raffety
Sent: Friday, November 5, 2021 5:36 PM
Subject: Weekly Update 11.5

Good evening! Below, please find the weekly update. If you have any questions, please reach out to staff at 515-961-9410 or email cityclerk@indianolaiaowa.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



WEEKLY UPDATE - NOVEMBER 5, 2021

Open House

Linked below are details for an open house for the outgoing City Manager, Ryan Waller, scheduled for Friday, November 19.

[Open House Invitation \(PDF\)](#)

Square Reconstruction (Streetscape) Project Update

Sidewalk construction on Phase 1 of the Square Reconstruction Project continued this week. Next week sidewalk construction will continue. As sidewalk work continues, please be aware of short-term sidewalk closures and pedestrian detours. Weather permitting, all walkable paths of sidewalks in Phase 1 are expected to be completed and opened by November 22. With the rainfall the last few weeks, Phase 1 construction is now expected to be fully completed by early-December.

[Project Information \(LINK\)](#)

Highway 65/69 Median Maintenance

The inside lanes on State Highway 65/69 will be closed from 9:00 a.m. until 4:00 p.m. on Tuesday, November 9. These lane closures are required to allow for fall maintenance of the

landscaping in the northern medians. Please be sure to allow additional time for travel and use caution when in these work zones. Thank you for your patience and understanding.

Thank you!

Thank you to all those who supported the City's Police Department in their fundraiser for the Pink Tractor Foundation. Through the sale of pink Indianola Police Patches, \$1,400 was raised to support this foundation.

Pavement Maintenance

The Streets Division Staff has been crack-sealing North 15th Street, South R Street, and North L Ct. This work has required 80 hours of labor and 2,050 pounds of crack sealing material. Pavement crack sealing is generally performed during the months of October-December and March-April as a preventative maintenance process to help prolong the pavement life. Streets staff has an annual fiscal year target to crack seal 15,000 LF of roadway and has so far completed 8,500 LF.

Board of Adjustment

The November meeting of the Board of Adjustment was not able to take place this week due to a lack of quorum. The meeting has been rescheduled for Wednesday, November 10. The agenda and materials can be found at the link below.

[Agenda \(LINK\)](#)

Planning and Zoning Commission

The November meeting of the Planning and Zoning Commission will take place on Tuesday, November 9. The agenda and materials can be found at the link below.

[Agenda \(LINK\)](#)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 17 projects listed, nine are in review, one has been approved and is awaiting construction to begin, and seven are in construction.

2021 Building Permits (PDF)

This week, one building permit was submitted and four were issued. There are currently four building permit applications in review and 183 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 26 open code enforcement cases (138 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 – November 15, 2021 (PDF)

Anticipated Draft Agenda - December 6, 2021 (PDF)



MEMORANDUM

To: Mayor and City Council

From:

Date: November 15, 2021

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

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None