



CITY OF INDIANOLA COUNCIL MEETING

December 6, 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. Approval of Minutes of the prior council meetings
 - D. Setting dates for future public hearings
 1. Resolution fixing date for a Public Hearing on the proposal to enter into a Development Agreement with DeYarman Properties, LLC and DeYarman Ford Indianola, Inc.
 - E. Approval of Applications
 1. Approval of a renewal liquor license for The Sports Page.
 2. Approval of a renewal liquor license for The Brickhouse.
 3. Approval of a renewal liquor license for the Benevolent and Protective Order of Elks.
 4. Approval of Payment Application Number 8 to Langman Construction for the WRRF Trunk Sewer and Outfall Sewer Improvements in the amount of \$260,993.49.
 5. Approval of Urban Revitalization Designations.
 6. Approval of a Home Base Iowa Initiative Application from Nicole Dowling and authorization of a handwritten warrant in the amount of \$1500.00.
 - F. Resolution approving a one-year farm lease.

- G. Resolution approving the granting of a Public Utility Easement on 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.
- H. Resolution approving Amendment Number 1 to the Agreement with Snyder and Associates for the Hillcrest Avenue Pavement Reconstruction Project.
- I. Third 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. Second 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.
- K. Second consideration of an Ordinance amending recycling rates.
- L. Resolution approving salaries.

6. Council Reports

- A. Metro Advisory Report - Council Member Kling
- B. Greater Des Moines Convention & Visitors Bureau Report — Council Member John Parker
- C. Consideration of the re-appointment of Kathy Turnball to the Parks and Recreation Commission for a term beginning January 1, 2022 and ending July 1, 2022.
- D. Consideration of the re-appointment of Kathy Turnball to serve on the Parks and Recreation Commission for a term beginning July 1, 2022 and ending July 1, 2025.

7. Mayor's Report

- A. Community Update
- B. Proclamation
- C. Consideration of appointments to the Human Relations Commission.
 - 1. Consideration of the appointment of Nia Chiaramonte to the Human Relations Commission for a term beginning immediately and ending July 1, 2022.
 - 2. Consideration of the appointment of Tara Elcock to the Human Relations Commission for a term beginning immediately and ending July 1, 2023.
 - 3. Consideration of the appointment of Nick Mahlstadt to serve on the Human Relations for a term beginning immediately and ending July 1, 2024.

8. Public Consideration

- A. Old Business
 - 1. Chapter 3 Amendment

- a. Public Hearing regarding amendments to Chapter 3 regarding ward and precinct boundaries within the City as required by law in response to the change of population realized from the 2020 US Census.
 - b. First consideration of an amendment to Chapter 3 regarding ward and precinct boundaries within the City as required by law in response to the change of population realized from the 2020 US Census.
- 2. T.S. Investments Limited Liability Company and Phillips' Floors, Inc Development Agreement
 - a. Public Hearing on a proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, and Phillips' Floors, Inc.
 - b. Resolution approving and authorizing execution of a Development Agreement by and among the City of Indianola, T.S. Investments Limited Liability Company and Phillips' Floors, Inc.
- B. New Business
 - 1. Resolution approving an agreement with Snyder and Associates for a Stormwater GIS Attribute Survey.
 - 2. Resolution approving a contract for city manager recruitment.

9. Other Business

- A. Interim City Manager's Report – Charlie Dissell
- B. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.
- C. Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.
- D. 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, City Clerk/Asst. Finance Director
Date: December 6, 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: December 6, 2021

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. City Vendor Report Amended 120621

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL	10/22/2021	4,100.00	GENERAL FUND
A 6FT GEEK LLC	JANITORIAL SERVICES	11/19/2021	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER CLEANING - NOV 2021	11/19/2021	1,525.00	PARK & RECREATI
Total A 6FT GEEK LLC:			9,725.00	
ACCURATE HYDRAULICS & MACHINE SERVICES				
ACCURATE HYDRAULICS & MA	REBUILD HRDRAULLICS FOR SNOW PLOW	11/11/2021	494.00	ROAD USE TAX FU
Total ACCURATE HYDRAULICS & MACHINE SERVICES:			494.00	
ACE HARDWARE				
ACE HARDWARE	SMOKE DETECTORS FOR COMMUNITY	11/16/2021	2,000.00	FIRE FUND
ACE HARDWARE	UNIT#23 TRUCK REPAIR	11/18/2021	8.76	ROAD USE TAX FU
ACE HARDWARE	PROPANE FOR HEATING BRUSH FACILITY B	11/18/2021	83.88	GENERAL FUND
ACE HARDWARE	PADLOCKS FOR SHOP	11/24/2021	21.99	ROAD USE TAX FU
Total ACE HARDWARE:			2,114.63	
ACTION REPROGRAPHICS				
ACTION REPROGRAPHICS	LOGO GRAPHICS	11/11/2021	225.00	POLICE FUND
Total ACTION REPROGRAPHICS:			225.00	
AGRILAND FS INC				
AGRILAND FS INC	BROADLEAF WEED SPRAYING	11/19/2021	2,238.00	PARK & RECREATI
Total AGRILAND FS INC:			2,238.00	
ALLSUP, PAT				
ALLSUP, PAT	CELL PHONE	11/22/2021	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	EMS SHARPS CONTAINERS 2 QUART	11/15/2021	199.00	AMBULANCE FUN
AMAZON CAPITAL SERVICES	COM DEV OFFICE SUPPLIES	11/19/2021	30.86	GENERAL FUND
Total AMAZON CAPITAL SERVICES:			229.86	
ASE IOWA LLC				
ASE IOWA LLC	DADDY DAUGHTER LIGHTS RENTAL	11/18/2021	395.00	PARK & RECREATI
Total ASE IOWA LLC:			395.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	CITY MANAGER-VISION	12/01/2021	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	HR-VISION	12/01/2021	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	IT-VISION	12/01/2021	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	FINANCE/CLERK-VISION	12/01/2021	30.28	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	COMM DEV-VISION	12/01/2021	27.30	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	STREETS-VISION	12/01/2021	49.21	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	POLICE-VISION	12/01/2021	152.34	POLICE FUND
AVESIS THIRD PARTY ADMINIS	FIRE-VISION	12/01/2021	12.89	FIRE FUND
AVESIS THIRD PARTY ADMINIS	EMS VISION	12/01/2021	73.04	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	P&R-VISION	12/01/2021	30.87	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	PARKS-VISION	12/01/2021	21.45	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AVESIS THIRD PARTY ADMINIS	LIBRARY-VISION	12/01/2021	36.00	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	SEWER-VISION	12/01/2021	42.90	SEWER FUND
AVESIS THIRD PARTY ADMINIS	CITY/IMU EE LIABILITY	12/01/2021	460.06	GENERAL FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			967.63	
BARCO MUNICIPAL PROD INC				
BARCO MUNICIPAL PROD INC	SIGN BRACKETS, BOLTS AND WASHERS	11/22/2021	259.15	ROAD USE TAX FU
Total BARCO MUNICIPAL PROD INC:			259.15	
BISHOP, DOUG				
BISHOP, DOUG	RENTAL DEPOSIT REFUND	11/22/2021	200.00	PARK & RECREATI
Total BISHOP, DOUG:			200.00	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	UNIFORMS	11/23/2021	35.00	POLICE FUND
Total BOB'S CUSTOM TROPHIES:			35.00	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	CODE ENFORCEMENT LEGAL FEES	11/25/2021	2,265.50	GENERAL FUND
BRICK GENTRY P.C.	COM DEV LEGAL SERVICE FEES	11/25/2021	135.00	GENERAL FUND
BRICK GENTRY P.C.	CONTRACT TO PROVIDE EMS SERVICES TO	11/25/2021	165.00	FIRE FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	11/25/2021	5,655.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	11/25/2021	915.00	GENERAL FUND
BRICK GENTRY P.C.	PROSECUTIONS	11/25/2021	780.00	GENERAL FUND
BRICK GENTRY P.C.	PD UNION CONTRACT NEGOTIATIONS	11/25/2021	480.00	POLICE FUND
BRICK GENTRY P.C.	WRRD LEGAL SERVICE	11/25/2021	495.00	SEWER FUND
Total BRICK GENTRY P.C.:			10,890.50	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	782.74 TONS OF ROAD STONE @\$11.45/TON	11/17/2021	8,962.37	ROAD USE TAX FU
BRUENING ROCK PRODUCTS	ROAD STONE FOR GRAVEL ROADS	11/20/2021	2,073.02	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			11,035.39	
BUHROW, LUKE				
BUHROW, LUKE	CELL PHONE	11/15/2021	50.00	POLICE FUND
Total BUHROW, LUKE:			50.00	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	EXTERMINATOR	11/17/2021	260.00	GENERAL FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			260.00	
CINTAS CORPORATION				
CINTAS CORPORATION	FIRST AID SUPPLIES	11/17/2021	22.36	PARK & RECREATI
Total CINTAS CORPORATION:			22.36	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	FENCE REPAIR DUE TO ALLEY MAINTENAN	11/11/2021	9.18	ROAD USE TAX FU
CIRCLE B CASHWAY	SHOP SUPPLIES - ROPE	11/30/2021	11.99	ROAD USE TAX FU
CIRCLE B CASHWAY	STORM SEWER REPAIR	11/30/2021	137.80	STORMWATER UTI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total CIRCLE B CASHWAY:			158.97	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CLAMP FOR POLE SAW	11/08/2021	46.40	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			46.40	
COLE, LEE				
COLE, LEE	CAMP INSTRUCTOR	11/18/2021	300.00	PARK & RECREATI
Total COLE, LEE:			300.00	
CROSS, CHUCK				
CROSS, CHUCK	WELLNESS FITNESS REIMBURSEMENT	11/14/2021	25.00	FIRE FUND
Total CROSS, CHUCK:			25.00	
CTK GROUP, THE				
CTK GROUP, THE	TRAINING	11/18/2021	450.00	POLICE FUND
CTK GROUP, THE	TRAINING	11/18/2021	450.00	POLICE FUND
Total CTK GROUP, THE:			900.00	
DES MOINES METRO OPERA				
DES MOINES METRO OPERA	FY22 CONTRIBUTION	12/01/2021	5,000.00	GENERAL FUND
Total DES MOINES METRO OPERA:			5,000.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	PH NOTICE - LOAN	10/31/2021	40.22	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1669	10/31/2021	29.49	GENERAL FUND
DES MOINES REGISTER MEDIA	10042021 CC MINUTES	10/31/2021	285.79	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1671	10/31/2021	729.58	GENERAL FUND
DES MOINES REGISTER MEDIA	10152021 CC MINUTES	10/31/2021	37.88	GENERAL FUND
DES MOINES REGISTER MEDIA	10182021 CC MINUTES	10/31/2021	378.37	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE - ALLEY - JK MGMT	10/31/2021	33.78	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1670	10/31/2021	23.59	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			1,558.70	
DES MOINES STAMP MFG				
DES MOINES STAMP MFG	UNIFORMS - NAMETAG	11/16/2021	29.00	POLICE FUND
Total DES MOINES STAMP MFG:			29.00	
DIGITECH				
DIGITECH	EMS MONTHLY INVOICE	11/17/2021	3,016.61	AMBULANCE FUN
Total DIGITECH:			3,016.61	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	NEW TIRES FOR BACKHOE	11/08/2021	250.88	ROAD USE TAX FU
Total DOWNEY TIRE PROS:			250.88	
ECOSYSTEMS, INC				
ECOSYSTEMS, INC	FALL SLUDGE HAULING	11/11/2021	84,000.00	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total ECOSYSTEMS, INC:			84,000.00	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	REPAIR EQUIPMENT	11/11/2021	24.72	POLICE FUND
Total ELECTRONIC ENGINEERING CO:			24.72	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	ELIXIR RX	11/24/2021	105.17	POLICE FUND
Total ELIXIR RX SOLUTIONS:			105.17	
EMERGENCY MEDICAL PRODUCTS INC				
EMERGENCY MEDICAL PRODU	3M 1860 N95 MASK	11/15/2021	512.82	AMBULANCE FUN
Total EMERGENCY MEDICAL PRODUCTS INC:			512.82	
GALLS LLC				
GALLS LLC	UNIFORMS J CROSS JOB SHIRT	11/24/2021	84.09	FIRE FUND
GALLS LLC	UNIFORMS	11/15/2021	285.98	POLICE FUND
GALLS LLC	UNIFORMS	11/18/2021	797.75	POLICE FUND
Total GALLS LLC:			1,167.82	
GRAINGER INC				
GRAINGER INC	FITTING FOR JETTER FILL HOSE	11/24/2021	93.14	SEWER FUND
Total GRAINGER INC:			93.14	
GRIMES ASPHALT & PAVING				
GRIMES ASPHALT & PAVING	14.99 TONS OF HOT MIX ASPHALT @ \$65/TO	11/08/2021	974.35	ROAD USE TAX FU
Total GRIMES ASPHALT & PAVING:			974.35	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	11/16/2021	131.69	SEWER FUND
Total HACH COMPANY:			131.69	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE	11/22/2021	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HUTCHINSON SALT CO. INC.				
HUTCHINSON SALT CO. INC.	SALT SUPPLIES	11/28/2021	4,386.14	ROAD USE TAX FU
HUTCHINSON SALT CO. INC.	SALT SUPPLIES	11/28/2021	3,012.48	ROAD USE TAX FU
Total HUTCHINSON SALT CO. INC.:			7,398.62	
INDOFF INCORPORATED				
INDOFF INCORPORATED	SUPPLIES	11/16/2021	12.90	GENERAL FUND
Total INDOFF INCORPORATED:			12.90	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	PRINTER CONTRACT	11/19/2021	3,346.70	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,346.70	
IOWA LAW ENFORCEMENT ACADEMY				
IOWA LAW ENFORCEMENT AC	TRAINING	11/19/2021	760.00	POLICE FUND
Total IOWA LAW ENFORCEMENT ACADEMY:			760.00	
IOWA MEDICAID ENTERPRISE				
IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	11/17/2021	4,299.57	AMBULANCE FUN
Total IOWA MEDICAID ENTERPRISE:			4,299.57	
IOWA ONE CALL				
IOWA ONE CALL	WRRD LOCATES	11/19/2021	496.80	SEWER FUND
Total IOWA ONE CALL:			496.80	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	SIGNS	10/29/2021	50.20	ROAD USE TAX FU
IOWA PRISON INDUSTRIES	NEW ADA SIGNS	10/29/2021	60.00	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			110.20	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	TRAFFIC SIGNAL REPAIR @ HWY 65 & CLIN	11/10/2021	160.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			160.00	
JOE'S JUNK REMOVAL				
JOE'S JUNK REMOVAL	ABATEMENT @ 208 S D ST	11/17/2021	900.00	GENERAL FUND
Total JOE'S JUNK REMOVAL:			900.00	
JV TRUCKING LLC				
JV TRUCKING LLC	INFIELD MIX FOR PICKARD	10/04/2021	555.88	PARK & RECREATI
JV TRUCKING LLC	ROADSTONES FOR GRAVEL ROADS	11/16/2021	7,228.44	ROAD USE TAX FU
Total JV TRUCKING LLC:			7,784.32	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES	11/23/2021	4,000.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,000.00	
KLING, JASON				
KLING, JASON	J KLING WELLNESS	11/23/2021	15.00	FIRE FUND
Total KLING, JASON:			15.00	
KLOCKE'S EMERGENCY VEHICLES				
KLOCKE'S EMERGENCY VEHIC	BACK UP CAMERA FOR 248	11/16/2021	303.98	AMBULANCE FUN
Total KLOCKE'S EMERGENCY VEHICLES:			303.98	
LANGMAN CONSTRUCTION INC				
LANGMAN CONSTRUCTION INC	TRUCK SEWER PAY APP #8	11/22/2021	260,993.49	WWTP FACILITY C

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total LANGMAN CONSTRUCTION INC:			260,993.49	
LEGACY FIRE APPARATUS				
LEGACY FIRE APPARATUS	331 ANNUAL SERVICE AND NFPA PUMP TES	11/17/2021	1,889.32	FIRE FUND
LEGACY FIRE APPARATUS	333 ANNUAL SERVICE AND NFPA PUMP TES	11/17/2021	1,787.50	FIRE FUND
LEGACY FIRE APPARATUS	332 ANNUAL SERVICE AND NFPA PUMP TES	11/17/2021	1,895.44	FIRE FUND
LEGACY FIRE APPARATUS	WT 335 ANNUAL SERVICE	11/17/2021	1,663.69	FIRE FUND
Total LEGACY FIRE APPARATUS:			7,235.95	
LENT, ANDREW				
LENT, ANDREW	17 NOV METRO MGR LUNCH	11/19/2021	8.00	GENERAL FUND
LENT, ANDREW	19 NOV 21 FINANCE DIR MEETING	11/19/2021	14.84	GENERAL FUND
LENT, ANDREW	17 NOV 21 METRO MGR MEETING MILEAGE	11/19/2021	27.10	GENERAL FUND
LENT, ANDREW	18 NOV 21 BUDGET WORKSHOP MILEAGE	11/19/2021	27.10	GENERAL FUND
LENT, ANDREW	19 NOV 21 FINANCE DIR MTG MILEAGE	11/19/2021	21.96	GENERAL FUND
LENT, ANDREW	LENT-CELLPHONE REIMBURSEMENT	11/18/2021	50.00	GENERAL FUND
Total LENT, ANDREW:			149.00	
LUNDE, SEAN				
LUNDE, SEAN	SLUNDE WELLNESS FITNESS REIMBURSEM	11/24/2021	15.00	FIRE FUND
Total LUNDE, SEAN:			15.00	
MACLYN West				
MACLYN West	PR SERVICES	11/30/2021	2,000.00	GENERAL FUND
Total MACLYN West:			2,000.00	
MAMANOS, JOSHUA				
MAMANOS, JOSHUA	MAMANOS TUITION REIMBURSEMENT	11/30/2021	152.44	FIRE FUND
MAMANOS, JOSHUA	MAMANOS TUITION REIMBURSEMENT	11/30/2021	863.81	AMBULANCE FUN
Total MAMANOS, JOSHUA:			1,016.25	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	EMS OXYGEN	11/30/2021	170.65	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			170.65	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	PLEXIGLASS FOR RESERVATION BOXES	11/08/2021	67.46	PARK & RECREATI
MCCOY HARDWARE INC	DRILL BIT	11/12/2021	2.51	PARK & RECREATI
MCCOY HARDWARE INC	BATTERIES	11/18/2021	12.99	ROAD USE TAX FU
Total MCCOY HARDWARE INC:			82.96	
METLIFE - GROUP BENEFITS				
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	13.41	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	86.42	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	20.57	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	172.84	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	210.48	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	89.86	GENERAL FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	432.10	ROAD USE TAX FU
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	1,068.26	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	76.57	FIRE FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	433.88	AMBULANCE FUN
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	185.77	PARK & RECREATI
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	161.70	PARK & RECREATI
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	210.48	LIBRARY FUND
METLIFE - GROUP BENEFITS	DENTAL	06/01/2021	219.91	SEWER FUND
Total METLIFE - GROUP BENEFITS:			3,382.25	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	11/11/2021	12.36	GENERAL FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT STATION	11/18/2021	36.68	SEWER FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	11/16/2021	135.32	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	11/17/2021	1,259.90	GENERAL FUND
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST STREET	11/18/2021	147.67	FIRE FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	11/18/2021	138.82	POLICE FUND
MID AMERICAN ENERGY CO.	69750-52006 QM3 LIFT	11/19/2021	52.66	SEWER FUND
Total MID AMERICAN ENERGY CO.:			1,783.41	
MIDWEST ALARM SERVICES				
MIDWEST ALARM SERVICES	FIRE ALARM AMP REPLACEMENT	10/21/2021	2,023.00	YMCA MAINTENAN
Total MIDWEST ALARM SERVICES:			2,023.00	
MIRACLE, MARK				
MIRACLE, MARK	RENTAL DEPOSIT RETURN	11/15/2021	500.00	PARK & RECREATI
Total MIRACLE, MARK:			500.00	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	CITY MANAGER-DENTAL	12/01/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	SEWER-DENTAL	12/01/2021	189.00	SEWER FUND
MUTUAL OF OMAHA	SEWER-LIFE INSURANCE	12/01/2021	357.39	SEWER FUND
MUTUAL OF OMAHA	LIBRARY-DENTAL	12/01/2021	262.49	LIBRARY FUND
MUTUAL OF OMAHA	LIBRARY-LIFE INSURANCE	12/01/2021	274.73	LIBRARY FUND
MUTUAL OF OMAHA	PARKS-DENTAL	12/01/2021	115.86	PARK & RECREATI
MUTUAL OF OMAHA	PARKS-LIFE INSURANCE	12/01/2021	212.19	PARK & RECREATI
MUTUAL OF OMAHA	P&R-DENTAL	12/01/2021	173.43	PARK & RECREATI
MUTUAL OF OMAHA	P&R-LIFE INSURANCE	12/01/2021	281.31	PARK & RECREATI
MUTUAL OF OMAHA	EMS-DENTAL	12/01/2021	431.80	AMBULANCE FUN
MUTUAL OF OMAHA	EMS-LIFE INSURANCE	12/01/2021	925.21	AMBULANCE FUN
MUTUAL OF OMAHA	FIRE-DENTAL	12/01/2021	76.20	FIRE FUND
MUTUAL OF OMAHA	FIRE-LIFE INSURANCE	12/01/2021	163.27	FIRE FUND
MUTUAL OF OMAHA	POLICE-DENTAL	12/01/2021	861.39	POLICE FUND
MUTUAL OF OMAHA	POLICE-LIFE INSURANCE	12/01/2021	1,507.58	POLICE FUND
MUTUAL OF OMAHA	STREETS-DENTAL	12/01/2021	366.77	ROAD USE TAX FU
MUTUAL OF OMAHA	STREETS-LIFE INSURANCE	12/01/2021	424.69	ROAD USE TAX FU
MUTUAL OF OMAHA	COMM DEV-DENTAL	12/01/2021	164.76	GENERAL FUND
MUTUAL OF OMAHA	COMM DEV-LIFE INSURANCE	12/01/2021	239.11	GENERAL FUND
MUTUAL OF OMAHA	FINANCE/CLERK-DENTAL	12/01/2021	216.15	GENERAL FUND
MUTUAL OF OMAHA	FINANCE/CLERK-LIFE INSURACNE	12/01/2021	236.35	GENERAL FUND
MUTUAL OF OMAHA	IT-DENTAL	12/01/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	IT-LIFE INSURANCE	12/01/2021	48.52	GENERAL FUND
MUTUAL OF OMAHA	HR-DENTAL	12/01/2021	81.10	GENERAL FUND
MUTUAL OF OMAHA	HR-LIFE INSURANCE	12/01/2021	68.26	GENERAL FUND
MUTUAL OF OMAHA	CITY MANAGER-LIFE INSURANCE	12/01/2021	80.55	GENERAL FUND
MUTUAL OF OMAHA	STREETS-LIFE INSURANCE	12/01/2021	1,174.01	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA	STREETS-DENTAL	12/01/2021	1,761.85	GENERAL FUND
Total MUTUAL OF OMAHA:			10,856.17	
NAPA AUTO PARTS				
NAPA AUTO PARTS	BELTS FOR DIGESTER	09/07/2021	51.98	SEWER FUND
NAPA AUTO PARTS	330 OIL CHANGE SUPPLIES	11/22/2021	51.51	FIRE FUND
NAPA AUTO PARTS	WIPERS FOR 330	11/24/2021	17.98	FIRE FUND
NAPA AUTO PARTS	LIGHTS FOR 248	08/05/2021	12.49	AMBULANCE FUN
NAPA AUTO PARTS	2 BATTERIES FOR 335	08/12/2021	322.44	FIRE FUND
NAPA AUTO PARTS	FUEL FOR SAWS AND LUBRICANT FOR AERI	10/06/2021	189.61	FIRE FUND
NAPA AUTO PARTS	LIFT SUPPORT 245	10/12/2021	67.98	AMBULANCE FUN
NAPA AUTO PARTS	LIFT SUPPORT FOR 248	10/18/2021	66.63	AMBULANCE FUN
NAPA AUTO PARTS	FUEL FOR FANS K-12 SAWS	10/18/2021	215.00	FIRE FUND
NAPA AUTO PARTS	FUEL FOR SAWS AND SMALL ENGINES	10/20/2021	119.92	FIRE FUND
Total NAPA AUTO PARTS:			1,115.54	
NELLER, THEODORE				
NELLER, THEODORE	T NELLER WELLNESS FITNESS	11/29/2021	75.00	FIRE FUND
NELLER, THEODORE	TNELLER WELLNESS FITNESS	11/29/2021	50.00	FIRE FUND
Total NELLER, THEODORE:			125.00	
NETWRIX CORPORATION				
NETWRIX CORPORATION	AUDITOR	11/15/2021	327.50	GENERAL FUND
Total NETWRIX CORPORATION:			327.50	
OPN ARCHITECTS INC				
OPN ARCHITECTS INC	NEW CITY HALL/LIBRARY ARCH SERVICES	11/30/2021	1,185.00	CAPITAL PROJECT
Total OPN ARCHITECTS INC:			1,185.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	WIPER BLADES 2018 F150	11/08/2021	37.38	PARK & RECREATI
O'REILLY AUTO PARTS	TRANSMISSION FILTER AND FLUID FOR 201	11/10/2021	119.88	PARK & RECREATI
O'REILLY AUTO PARTS	CREDIT - FILTERS FOR EQUIPMENT	11/11/2021	158.21	ROAD USE TAX FU
O'REILLY AUTO PARTS	INVENTORY FILTERS FOR EQUIPMENT	11/11/2021	142.13	ROAD USE TAX FU
O'REILLY AUTO PARTS	BATTERIES FOR EQUIPMENT	11/12/2021	260.56	ROAD USE TAX FU
O'REILLY AUTO PARTS	RUBBER FLOOR MATS FOR NEW EXPLORE	11/10/2021	22.99	GENERAL FUND
O'REILLY AUTO PARTS	TRUCK FILTER & TRANS FLUID	11/10/2021	164.52	PARK & RECREATI
Total O'REILLY AUTO PARTS:			589.25	
PARKER SIGNS & GRAPHICS				
PARKER SIGNS & GRAPHICS	FALL CLEANUP SIGN AT BRUSH FACILITY	11/15/2021	96.85	GENERAL FUND
Total PARKER SIGNS & GRAPHICS:			96.85	
PELLA PRINTING				
PELLA PRINTING	WINDOW ENVELOPES	11/23/2021	725.00	GENERAL FUND
PELLA PRINTING	BUSINESS CARDS-SILLIMAN	11/23/2021	65.00	GENERAL FUND
PELLA PRINTING	BUSINESS CARDS-PAL	11/23/2021	65.00	ROAD USE TAX FU
Total PELLA PRINTING:			855.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
PLASTIC RECYCLING OF IA FALLS				
PLASTIC RECYCLING OF IA FALLS	BENCHES	11/18/2021	1,417.00	PARK & RECREATI
Total PLASTIC RECYCLING OF IA FALLS:			1,417.00	
PURCHASE POWER				
PURCHASE POWER	POSTAGE	11/21/2021	1,386.26	GENERAL FUND
Total PURCHASE POWER:			1,386.26	
REDITECH				
REDITECH	MONTHLY SERVICES	11/16/2021	9,215.00	GENERAL FUND
Total REDITECH:			9,215.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	NON-FLUOR FOAM	10/29/2021	1,656.00	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			1,656.00	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES	11/23/2021	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	MISC ENGINEERING	11/30/2021	340.68	GENERAL FUND
SNYDER & ASSOCIATES INC	GENERAL SITE PLAN REVIEW	11/30/2021	591.50	GENERAL FUND
SNYDER & ASSOCIATES INC	PARK & REC	11/30/2021	396.00	CAPITAL PROJECT
SNYDER & ASSOCIATES INC	STREET ISSUES	11/30/2021	32.50	ROAD USE TAX FU
SNYDER & ASSOCIATES INC	PG 3 STORMWATER REVIEW	11/29/2021	1,901.25	GENERAL FUND
SNYDER & ASSOCIATES INC	VALLEY PLACE ENGINEERING	11/30/2021	2,879.10	STREET CAPITAL
SNYDER & ASSOCIATES INC	HILLCREST AVENUE PAVING DESIGN	11/29/2021	24,553.00	HILLCREST AVENU
SNYDER & ASSOCIATES INC	BOSTON AVENUE & NORTH F STREET DESI	11/29/2021	20,598.76	AMERICAN RESCU
Total SNYDER & ASSOCIATES INC:			51,292.79	
STEVESON, STEPHANIE				
STEVESON, STEPHANIE	DANCE INSTRUCTION	10/28/2021	344.50	PARK & RECREATI
Total STEVESON, STEPHANIE:			344.50	
SUNDOWN EQUIPMENT				
SUNDOWN EQUIPMENT	PART FOR SKID STEER	11/12/2021	347.70	ROAD USE TAX FU
Total SUNDOWN EQUIPMENT:			347.70	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT #1506 TRASH	11/24/2021	93.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE BILL	11/24/2021	18.00	POLICE FUND
T.R.M. DISPOSAL LLC	ACCT #583 NORTH PLANT	11/24/2021	90.00	SEWER FUND
T.R.M. DISPOSAL LLC	ACCT #583 SOUTH PLANT	11/24/2021	59.00	SEWER FUND
T.R.M. DISPOSAL LLC	JUNK IN THE ROW CLEAN UP, 1500 BLOCK	11/24/2021	25.00	GENERAL FUND
T.R.M. DISPOSAL LLC	JUNK IN THE ROW CLEAN UP- 1305 E CLINT	11/24/2021	57.00	GENERAL FUND
Total T.R.M. DISPOSAL LLC:			342.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
TELEFLEX LLC				
TELEFLEX LLC	EZ IO NEEDLES	11/15/2021	1,815.50	AMBULANCE FUN
Total TELEFLEX LLC:			1,815.50	
U.S. CELLULAR				
U.S. CELLULAR	CELL PHONE - PARK	11/14/2021	74.50	PARK & RECREATI
U.S. CELLULAR	CELL PHONE COM DEV	11/14/2021	355.68	GENERAL FUND
U.S. CELLULAR	CELL PHONE FIRE	11/14/2021	498.66	AMBULANCE FUN
U.S. CELLULAR	CELL PHONE SEWER	11/14/2021	220.46	SEWER FUND
U.S. CELLULAR	CELL PHONE STREET	11/14/2021	185.14	ROAD USE TAX FU
Total U.S. CELLULAR:			1,334.44	
U.S. POSTMASTER				
U.S. POSTMASTER	PRESORT MAIL	11/20/2021	265.00	GENERAL FUND
U.S. POSTMASTER	POSTAGE FOR MAGAZINE	11/30/2021	2,200.00	GENERAL FUND
Total U.S. POSTMASTER:			2,465.00	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	11/15/2021	570.27	POLICE FUND
Total VERIZON WIRELESS:			570.27	
WARREN COUNTY ECONOMIC DEV CORP				
WARREN COUNTY ECONOMIC	FY22-FIRST HALF INSTALLMENT	12/01/2021	12,500.00	GENERAL FUND
WARREN COUNTY ECONOMIC	FY22 HOMETOWN PRIIDE	12/01/2021	4,000.00	PARK & REC SPEC
Total WARREN COUNTY ECONOMIC DEV CORP:			16,500.00	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - BUILDING/ZONING	11/15/2021	65.44	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE DEPT	11/15/2021	2,409.18	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	11/15/2021	659.51	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE DEPT	11/15/2021	2,860.58	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	11/15/2021	606.56	SEWER FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREETS	11/15/2021	1,452.81	ROAD USE TAX FU
Total WARREN COUNTY ENGINEER:			8,054.08	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	PRISONER FEES	11/18/2021	1,440.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			1,440.00	
WELLS FARGO CCER				
WELLS FARGO CCER	Adobe Acropro SubsMonthly contract	10/27/2021	14.99	POLICE FUND
WELLS FARGO CCER	Sirchie Finger Print LaboFingerprinting pads	10/18/2021	61.69	POLICE FUND
WELLS FARGO CCER	Aed SuperstoreAED 213	10/05/2021	2,371.82	POLICE FUND
WELLS FARGO CCER	Wal-Mart #1491Teen program supplies	10/27/2021	34.84	LIBRARY FUND
WELLS FARGO CCER	Etsy.Com - LettercdesignOffice supplies	10/26/2021	38.84	LIBRARY FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Teen program supplies	10/20/2021	73.57	LIBRARY FUND
WELLS FARGO CCER	MailchimpMarketing	10/13/2021	56.70	LIBRARY FUND
WELLS FARGO CCER	Wm Supercenter #1491Activity Center Supplies	10/28/2021	52.17	PARK & RECREATI
WELLS FARGO CCER	Wm Supercenter #1491Halloween Events Cand	10/25/2021	51.44	PARK & RECREATI
WELLS FARGO CCER	Wm Supercenter #1491Zone Games and Prizes	10/21/2021	24.08	PARK & RECREATI
WELLS FARGO CCER	Sq Busy Bee Garden CenteZone Pumpkins	10/21/2021	35.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Sp ShopusapickleballPickleball Nets	10/20/2021	59.86	PARK & RECREATI
WELLS FARGO CCER	Hobby-Lobby #258Special Friends Dance Suppl	10/19/2021	32.70	PARK & RECREATI
WELLS FARGO CCER	Wal-Mart #1491Halloween Events Candy	10/19/2021	108.50	PARK & RECREATI
WELLS FARGO CCER	Hobby-Lobby #258Pumpkin Contest Supplies	10/08/2021	8.18	GENERAL FUND
WELLS FARGO CCER	Wal-Mart #1491Costume Party Supplies	10/07/2021	28.66	PARK & RECREATI
WELLS FARGO CCER	Wm Supercenter #1491Mayors Youth Council,	10/07/2021	36.99	PARK & RECREATI
WELLS FARGO CCER	Wm Supercenter #1491Activity Center Supplies	10/06/2021	41.64	PARK & RECREATI
WELLS FARGO CCER	PzazzfuncityIPRA Fall Workshop Lodging - Bylu	10/06/2021	213.90	PARK & RECREATI
WELLS FARGO CCER	Adobe Creative CloudAdobe Monthly Subscripti	09/30/2021	52.99	PARK & RECREATI
WELLS FARGO CCER	Symbio CorpElectronic leads for cardiac simulat	10/28/2021	122.16	AMBULANCE FUN
WELLS FARGO CCER	Wal-Mart #1491Station Supplies EMS boxes	10/13/2021	33.72	AMBULANCE FUN
WELLS FARGO CCER	Ups 29w9a9o2m77Postage for incorrect produc	10/06/2021	5.80	AMBULANCE FUN
WELLS FARGO CCER	TheisenS #21Milkhouse Space Heater	10/27/2021	21.99	PARK & RECREATI
WELLS FARGO CCER	TheisenS #21Wiper Blades	10/27/2021	37.96	PARK & RECREATI
WELLS FARGO CCER	TheisenS #21Dog Treats and Toys for Childrens	10/27/2021	44.28	PARK & RECREATI
WELLS FARGO CCER	ColorblendsBulbs	10/21/2021	447.35	PARK & RECREATI
WELLS FARGO CCER	Bound Tree Medical LicDUO NEB	10/13/2021	17.40	AMBULANCE FUN
WELLS FARGO CCER	Parking RampsParking for ILA convention	10/08/2021	6.00	LIBRARY FUND
WELLS FARGO CCER	Lynn Card CompanyThank you cards and busin	10/13/2021	339.25	FIRE FUND
WELLS FARGO CCER	The International SociiSFSI Live fire instructor c	10/04/2021	350.00	FIRE FUND
WELLS FARGO CCER	Mccoys True ValueDrain plug, Duct tap and spra	09/30/2021	22.02	FIRE FUND
WELLS FARGO CCER	Target 00008037Halloween Events Supplie	09/30/2021	10.00	PARK & RECREATI
WELLS FARGO CCER	Iowa Events Center ParkinParking for APA Iowa	10/14/2021	10.00	GENERAL FUND
WELLS FARGO CCER	Iowa Events Center ParkinParking for APA Iowa	10/13/2021	10.00	GENERAL FUND
WELLS FARGO CCER	Qt 198Fuel for Wastewater Plant site visit	10/01/2021	66.25	SEWER FUND
WELLS FARGO CCER	Wm Supercenter #1491Candy for Trunk or Trea	10/28/2021	54.24	POLICE FUND
WELLS FARGO CCER	Amazon.Com Us76f2id3 AmznFirearms ear prot	10/24/2021	912.72	POLICE FUND
WELLS FARGO CCER	Hampton InnsHotel for Sgt. Largesse for Chemi	10/01/2021	653.46	POLICE FUND
WELLS FARGO CCER	Bound Tree Medical LicConsumable Medical Su	10/22/2021	343.29	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LicConsumable Medical Su	10/14/2021	848.60	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LicConsumable Medical Su	10/12/2021	27.00	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LicConsumable Medical Su	10/08/2021	18.38	AMBULANCE FUN
WELLS FARGO CCER	The International SociiNFPA 1403 Live Fire Instr	10/04/2021	350.00	FIRE FUND
WELLS FARGO CCER	Bound Tree Medical LicConsumable Medical Su	10/01/2021	31.00	AMBULANCE FUN
WELLS FARGO CCER	The International SociiNFPA 1403 Live Fire Instr	10/01/2021	350.00	FIRE FUND
WELLS FARGO CCER	Bound Tree Medical LicConsumable Medical Su	09/29/2021	808.71	AMBULANCE FUN
WELLS FARGO CCER	Il Tollway-WebTollway expenses from Midwest L	10/11/2021	17.70	GENERAL FUND
WELLS FARGO CCER	Iowa League Of CitiesDifference for Full IaCMA	09/29/2021	150.00	GENERAL FUND
WELLS FARGO CCER	TechsoupAdobe license	10/28/2021	60.00	LIBRARY FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Programming	10/26/2021	17.97	LIBRARY FUND
WELLS FARGO CCER	Science Center Of IowaAdventure Pass - Friend	10/21/2021	250.00	LIBRARY SPECIAL
WELLS FARGO CCER	Hy-Vee Indianola 1271Employee Breakfast Item	10/27/2021	32.92	GENERAL FUND
WELLS FARGO CCER	Iowa League Of CitiesRefund on IMFOA confer	10/18/2021	50.00	GENERAL FUND
WELLS FARGO CCER	Wal-Mart #1491Frames and paper for professio	10/05/2021	13.75	GENERAL FUND
WELLS FARGO CCER	Online Labels, Inc.65070- Barcode labels	10/15/2021	105.73	LIBRARY FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Employee Engagement	10/08/2021	500.00	GENERAL FUND
WELLS FARGO CCER	CappelS Ace Hardware InTrunk or Treat candy	10/26/2021	11.98	FIRE FUND
WELLS FARGO CCER	Dollar General #22960Trunk or Treat Candy city	10/23/2021	19.00	FIRE FUND
WELLS FARGO CCER	Mccoys True Value2 Fans for bunkrooms.	10/15/2021	53.98	FIRE FUND
WELLS FARGO CCER	Sangoma Us IncSIP Station	10/07/2021	49.50	GENERAL FUND
WELLS FARGO CCER	Shot In The DarkAdult Program	10/18/2021	48.99	LIBRARY FUND
WELLS FARGO CCER	Cross Border Trans FeeAdult Program	10/18/2021	.49	LIBRARY FUND
WELLS FARGO CCER	Wal-Mart #1491Adult Program	10/13/2021	9.65	LIBRARY FUND

Total WELLS FARGO CCER:

10,611.80

WIEGERT DISPOSAL CO.

WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	12/01/2021	110.00	PARK & RECREATI
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Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total WIEGERT DISPOSAL CO.:			110.00	
WILLIAMS MACHINE SHOP INC				
WILLIAMS MACHINE SHOP INC	WASHERS FOR MANHOLE CASTINGS	11/10/2021	92.50	SEWER FUND
Total WILLIAMS MACHINE SHOP INC:			92.50	
WOOD ROOFING COMPANY				
WOOD ROOFING COMPANY	ROOF LEAK INSPECTION	10/19/2021	190.00	PARK & RECREATI
Total WOOD ROOFING COMPANY:			190.00	
Grand Totals:			570,895.32	

City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of Minutes of the prior council meetings

Recommendation: Roll call is in order.

Attachments: 1. 11152021 Minutes
2. 11292021 Minutes



CITY OF INDIANOLA COUNCIL MEETING

November 15, 2021

6:00 PM

City Council Chambers

Minutes

The Indianola City Council met in regular session at 6:00 p.m. on November 15, 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, Greta Southall, Greg Marchant and Mayor Pepper. Council Member Schroder was present via Zoom but unable to communicate due to technical difficulties with the equipment at City Hall. ABSENT: None.

Mayor Pepper read a resolution honoring the service of out-going City Manager Ryan Waller.

Council Member Schroder joined the meeting via phone at 6:05 p.m.

No public comments were offered.

Agenda item 5B, approval of claims, was pulled from the consent agenda. Council Member Marchant moved to approve the Consent Agenda. 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. The consent agenda was as follows:

- Approval of Agenda
- Resolution 2021-254 approving monthly transfers.
- Approval of Minutes of the prior council meetings
- Resolution 2021-255 setting a Public Hearing regarding an amendment to Chapter 3 of the Code of Ordinances of the City of Indianola, Iowa.
- Resolution 2021-256 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.
- Approval of Payment Application Number 5 to Absolute Concrete for the Square Reconstruction Project in an amount not to exceed \$282,664.45.
- 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.
- 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.
- Third consideration of an Ordinance amending provisions of City of Indianola Code Section 135.14, relating to driveway standards.
- 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.
- 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.
- Resolution 2021-257 approving the final plat for Warren Wonder Estates, located within two-miles of the City of Indianola.

- Resolution 2021-258 approving lease agreement for parking with the First Baptist Church of Indianola and the Trinity United Presbyterian Church of Indianola.
- Approve FY2021 Annual Urban Renewal Report
- Approval of Resolution 2021-259 Authorizing internal Loan to Fund Urban Renewal Project Costs in Connection with Square Streetscape Project
- Resolution 2021-260 to Approve TIF Debt Certifications for FY2023
- Resolution 2021-261 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.
- Resolution 2021-262 approving Payment Application Number 3 and Change Order Number 2 for the Valley Place Reconstruction Project.
- Resolution 2021-263 approving the substantial completion and a supplemental contract with TK Concrete for the Valley Place Reconstruction Project
- Resolution 2021-264 approving an agreement with Allender Butzke Engineers Inc for geotechnical construction testing services on Heritage Hills Plat 11.
- Resolution 2021-265 approving salaries.

Council Member Southall moved to approve agenda item 5B, Approval of Claims. Council Member Parker seconded it. On roll call, the vote was AYES: Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. ABSTAIN: Hulen.

Robert Endriss, of Denman & Company LLP presented the FY21 audit. Highlights of the presentation were the audit report, financial information and internal controls and compliance. Mr. Endriss noted the audit went smoothly and there were no material weaknesses identified.

Council Member Schroder briefly left the meeting due to technical difficulties. City Treasurer Doug Shull presented the October Treasurer's Report. Council Member Parker moved to receive and file the October Treasurer's Report. Council Member Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

The Metro Advisory Report and Greater Des Moines Convention & Visitors Bureau Report will be presented at the next meeting.

Council Member Southall moved to approve Resolution 2021-266 appointing an interim city manager. Council Member Marchant seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Hulen moved to approve Resolution 2021-267 appointing a city clerk. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Schroder rejoined the meeting. In the community update, Mayor Pepper invited the public to attend the farewell party for Ryan Waller; read a list of notable contributions the late Charles Ginter, former library director, made during his tenure with the City; and shared the basis for her decision on requesting the removal of IMU Board Members Voigts and Rozga.

Mayor Pepper read a proclamation which proclaimed Tuesday, November 30, as Giving Tuesday Day in the City of Indianola.

Council Member Kling moved to open the Public Hearing on proposed Amendment Number 6 to the Hillcrest/Downtown Unified Urban Renewal Plan in the City of Indianola, State of 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.

In public comment, Community and Economic Development Director Charlie Dissell stated the amendment is needed due to development agreements with Cemen Tech and T.S. Investments. He noted that the other taxing jurisdictions did not attend the consultation meeting.

Council Member 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 Hulen moved to approve Resolution 2021-268 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. 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 open 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. 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, Dissell stated the rezoning is for approximately 80 acres. The proposed development will include a road; proper utilities are already in the area.

Council Member Southall 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 a request from Diligent Development to rezone property located at 1909 South K Street from A-1 Zoning District to R- 1 Zoning District. 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 Marchant moved to approve Resolution 2021-269 approving the updated fee schedule to include Residential Rental Inspections. Council Member Parker seconded it. In discussion, Dissell noted the fee schedule had been previously discussed with the Council. Now that the Ordinance is adopted, the fees need to be added to the City's fee schedule. 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 2021-270 amending Resolution No 2021- 251 by adopting a reduction in Assessable Costs for the East Iowa Avenue Paving Project. Council Member Southall seconded it. In discussion, Public Works Director Akhilesh Pal explained the final Council action items on this project and the procedure for receiving the assessment amounts from property owners. 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 Southall moved to approve Resolution 2021-271 adopting and levying a final schedule of assessments and providing for the payment thereof for the East Iowa Avenue Paving Project. 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.

Council Member Kling moved to open the Public Hearing regarding a Development Agreement with Cemen Tech. Council Member Marchant 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, City Manager Waller stated the proposed development agreement uses TIF funds to offset the costs of Cemen Tech's expansion project.

It was moved by Southall and seconded by Hulen 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 Kling moved to approve Resolution 2021-272 approving a Development Agreement with Cemen Tech. 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.

Council Member Marchant moved to approve Resolution 2021-273 approving an agreement with Iowa DOT for Maintenance and Repair of Primary Roads in Municipalities. Council Member Hulen seconded it. In discussion, Pal stated the agreement renews the previous agreement and does not change any party's responsibilities. 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 2021-274 approving an amendment to the residential recycling contract between Waste Management of Iowa and the City of Indianola. Council Member Southall seconded it. In discussion, Andrew Lent, City Clerk/CFO, recommended the extension of the contract. Ammon Taylor, of Waste Management, stated higher prices are due to supply chain constraints. 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 Southall moved to approve the first consideration of an Ordinance amending recycling rates. Council Member Hulen seconded it. In discussion, Lent noted there is an eleven-cent increase in recycling fees in our current contract with Waste Management that will be passed on to the customer. 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 2021-275 referring a rezoning application for 404 South Jefferson Way to the Planning and Zoning Commission. Council Member Parker seconded it. In discussion, Dissell stated the rezoning will help facilitate the sale of the property. 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 2021-276 amending a contract with Snyder & Associates for pavement improvements on West Boston Avenue, North F Street, and West Clinton Avenue. Council Member Southall seconded it. In discussion, Pal presented Snyder and Assoc. findings during the 30% design phase. Preliminary estimates, at this point in design, are around 2.3 million dollars, if all three street sections were repaired. When the project goes out to bid, Clinton Avenue will be an alternate in the bid packet to account for fluctuations in engineer's estimates and bids. 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 stated it has been a tremendous honor to serve as city manager and be a member of this community. He thanked the Council for their vision and leadership and his family for their support.

Council Member Southall moved to receive and file correspondence from October 29 and November 5, 2021 weekly updates from City Manager, Ryan Waller. Council Member Hulen seconded it. Question was called for and on voice vote, the Mayor declared the motion passed with one dissent from Council Member Kling.

Council Member Hulen moved to 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 at 6:57 p.m. 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.

At 7:05 p.m., Council Member Marchant moved, and Parker seconded to exit the closed session. 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 adjourn at 7:05 p.m. Council Member Southall seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



**CITY OF INDIANOLA SPECIAL COUNCIL
MEETING**

November 29, 2021

6:00 PM

City Council Chambers

Minutes

The Indianola City Council met in special session at 6:00 p.m. on November 29, 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. Absent: None.

Council Member Marchant moved, and Southall seconded to remove public comment from the agenda. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

The Council heard presentations from three firms who had submitted proposals to recruit a new city manager. Baker Tilly, GovHR and Hinson Consulting, LLC each provided an overview of their process and took questions from the Council.

Council Member Kling moved to adjourn at 7:07 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:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 6, 2021

Subject: Resolution fixing date for a Public Hearing on the proposal to enter into a Development Agreement with DeYarman Properties, LLC and DeYarman Ford Indianola, Inc.

Introduction:

Background: As the Council is aware, the City has been working with DeYarman Properties, LLC and DeYarman Ford, Indianola, Inc on a remodel and expansion project for their existing business. To help facilitate this relocation project, a Development Agreement has been proposed. A Public Hearing on this matter is requested to be set for the December 20, 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 20, formal action on the Development Agreement could occur on that date.

Discussion:

Budget Impact:

Recommendation: Staff recommends the Council set a public hearing for the December 20, 2021 City Council Meeting

Attachments: 1. DeYarman Properties LLC DA - Resolution Setting Dates - Revised (01968684x7F7E1)

ITEM TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 6, 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 DeYarman Properties, LLC and DeYarman Ford Indianola, 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.

December 6, 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 DEYARMAN PROPERTIES, LLC AND DEYARMAN FORD INDIANOLA, 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 DEYARMAN PROPERTIES, LLC AND
DEYARMAN FORD INDIANOLA, INC., AND PROVIDING
FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, the City of Indianola (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 on November 15, 2021; and

WHEREAS, the City has received a proposal from DeYarman Properties, LLC (the "Developer") and DeYarman Ford Indianola, Inc. (the "Employer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City the Developer, and the 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 demolition of an existing showroom and canopy, and the subsequent construction of a new 4,800 square foot showroom 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 on the Development Property, 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 eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$500,000, 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, 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 \$4,458,400; 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 20, 2021, for the purpose of taking action on the matter of the proposal to enter into a Development Agreement with DeYarman Properties, LLC and DeYarman Ford Indianola, 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 DEYARMAN
PROPERTIES, LLC AND DEYARMAN FORD INDIANOLA,
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 20, 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 DeYarman Properties, LLC (the "Developer") and DeYarman Ford Indianola, 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, consisting of the demolition of an existing showroom and canopy, and the subsequent construction of a new 4,800 square foot showroom 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 would further obligate the City to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer consisting of 100% of the Tax Increments pursuant to Section 403.19, Code of Iowa, and generated by the construction of the Minimum Improvements, the cumulative total for all such payments not to exceed the lesser of \$500,000, or the amount accrued under the formula outlined in the proposed Development Agreement, 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 \$4,458,400.

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 6th day of December, 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)

01968684-1\13538-167



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of a renewal liquor license for The Sports Page.

Introduction: The Sports Page Grill currently holds a Class C liquor license with catering, outdoor service and Sunday sales privileges. They are located at 1802 West 2nd Avenue.

Background: This is a renewal of their current license.

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

Budget Impact: The City receives a portion of the license fee the applicant pays to the State of Iowa.

Recommendation: Approval of the renewal liquor license application.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of a renewal liquor license for The Brickhouse.

Introduction: The Brickhouse currently holds a Class C liquor license with catering, outdoor service and Sunday sales privileges. They are located at 107 North Buxton Street.

Background: This is a renewal of their current license.

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

Budget Impact: The City receives a portion of the license fee the applicant pays to the State of Iowa.

Recommendation: Approval of the renewal liquor license application.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of a renewal liquor license for the Benevolent and Protective Order of Elks.

Introduction: The Benevolent and Protective Order of Elks currently holds a Class A liquor license with Sunday sales and outdoor service privileges. They are located at 110 West Ashland

Background: This is a renewal of their current license.

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

Budget Impact: The City receives a portion of the license fee the applicant pays to the State of Iowa.

Recommendation: Approval of the renewal liquor license application.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of Payment Application Number 8 to Langman Construction for the WRRF Trunk Sewer and Outfall Sewer Improvements in the amount of \$260,993.49.

Introduction: Langman Construction has submitted Payment Application Number 8.

Background: As of this Payment Application, Langman Construction has been paid 63.0% of the contract.

Discussion: Items included in this application include construction survey, construction testing, approximately 1,500 linear feet of 42-inch sewer, 72" arch culvert apron, 3 manholes, traffic control, SWPPP, and silt fence. Additionally, a portion of the manhole vent deduct from Change Order #1 is included in this Payment Application.

Budget Impact: \$260,993.49

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

Attachments: 1. Trunk_Sewer_Langman_Pay_Request8



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

Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

November 29, 2021

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

Re: WRRF INFLUENT TRUNK SEWER & OUTFALL PROJECT
Contractor's Application for Payment No. 8

Dear Rick:

Attached is an electronic copy of Payment Application No. 8 from Langman Construction Inc. for the WRRF Influent Trunk Sewer and Outfall Sewer project. Items included in this application include construction survey, construction testing, approximately 1,500 linear feet of 42-inch sewer, 72" arch culvert apron, 3 manholes, traffic control, SWPPP, and silt fence. Additionally, a portion of the manhole vent deduct from Change Order #1 is included in this Payment Application.

The total request for Payment Application No. 8 is \$260,993.49. As of this Pay Application, Langman Construction has been paid 63.0% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 8 as submitted by Langman Construction. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2021\210240\Construction\Payment\Pay_Estimates\#8\ltr-112221-Trunk_Sewer_Langman_Pay_Request8.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 7 Pages

TO OWNER:	City of Indianola 110 N. 1st Street Indianola, IA 50125	PROJECT: WRRF Influent Trunk Sewer & Outfall Sewer 11870 Hoover Street Indianola, IA 50125	APPLICATION NO: 8	Distribution to: ☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐ ☐
FROM	Langman Construction, Inc.	ARCHITECT: HR Green, Inc.	PERIOD TO: November 22, 2021	
CONTRACTOR	220-34th Avenue Rock Island, IL 61201	5525 Merle Hay Road, Suite 200	PROJECT NOS:	

CONTRACT FOI General Construction

CONTRACT DATE: March 16, 2021

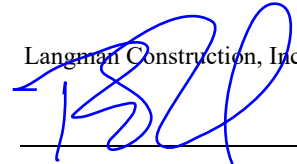
CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$6,603,000.00
2. NET CHANGE BY CHANGE ORDERS	(\$40,102.24)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$6,562,897.76
4. TOTAL COMPLETED & STORED TO	\$4,349,907.48
DATE (Column L on G703)	
5. RETAINAGE:	
a. 5 % of Completed Work	\$182,025.51
(Column J on G703)	
b. 5 % of Stored Material	\$35,469.86
(Column K on G703)	
Total Retainage (Lines 5a + 5b or	
Total in Column N of G703)	\$217,495.37
6. TOTAL EARNED LESS RETAINAGE	\$4,132,412.11
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR	
PAYMENT (Line 6 from prior Certificate)	\$3,871,418.62
8. CURRENT PAYMENT DUE	\$260,993.49
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$2,430,485.65
(Line 3 less Line 6)	

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

CONTRACTOR: Langman Construction, Inc.

By:  Date: November 22, 2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ 260,993.49

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

ARCHITECT:

By:  Date: 11/29/21

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.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		(\$40,102.24)
TOTALS	\$0.00	(\$40,102.24)
NET CHANGES by Change Order		(\$40,102.24)

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 7 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO:

8

APPLICATION DATE: 11/22/2021

PERIOD TO: 11/22/2021

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C ITEM QUANTITY	D UNITS	E UNIT PRICE	F TOTAL VALUE OF ITEM	G PREVIOUS QUANTITIES	H ESTIMATED QUANTITY INSTALLED THIS PERIOD	I QUANTITIES TO DATE	J VALUE OF WORK THIS PERIOD	K VALUE OF WORK INSTALLED TO DATE	L MATERIALS PRESENTLY STORED (NOT IN H)	M TOTAL COMPLETED AND STORED TO DATE (H+I)	N % (L ÷ F)	O BALANCE TO FINISH (F - L)	P RETAINAGE (IF VARIABLE RATE)
1	Mobilization	1.00	LS	\$849,000.00	\$849,000.00	1.00		1.00		\$849,000.00		\$849,000.00	100.00%		\$42,450.00
2	Construction Survey	1.00	LS	\$20,000.00	\$20,000.00	0.50	0.08	0.58	\$1,600.00	\$11,600.00		\$11,600.00	58.00%	\$8,400.00	\$580.00
3	Clearing and Grubbing	1.00	LS	\$100,000.00	\$100,000.00	0.85		0.85		\$85,000.00		\$85,000.00	85.00%	\$15,000.00	\$4,250.00
4	Topoil, Onsite	34046.00	CY	\$2.00	\$68,092.00	8511.50		8511.50		\$17,023.00		\$17,023.00	25.00%	\$51,069.00	\$851.15
5	Subgrade Preparation	4520.00	SY	\$1.35	\$6,102.00								0.00%	\$6,102.00	\$0.00
6	Subbase, Modified, 6"	3010.00	TON	\$25.50	\$76,755.00	1739.54		1739.54		\$44,358.27		\$44,358.27	57.79%	\$32,396.73	\$2,217.91
7	Removal of Known Box Culvert, 4x5RCB	30.00	LF	\$65.00	\$1,950.00	30.00		30.00		\$1,950.00		\$1,950.00	100.00%		\$97.50
8	Removal of Known CMP Culvert, 24"	56.00	LF	\$10.00	\$560.00	56.00		56.00		\$560.00		\$560.00	100.00%		\$28.00
9	Rock Removal	500.00	CY	\$0.01	\$5.00								0.00%	\$5.00	\$0.00
10	Trench Foundation	1000.00	TON	\$21.00	\$21,000.00								0.00%	\$21,000.00	\$0.00
11	Concrete Encasement	100.00	LF	\$400.00	\$40,000.00	20.00		20.00		\$8,000.00		\$8,000.00	20.00%	\$32,000.00	\$400.00
12	Construction Testing	1.00	LS	\$3,000.00	\$3,000.00	0.40	0.08	0.48	\$240.00	\$1,440.00		\$1,440.00	48.00%	\$1,560.00	\$72.00
13	Gravity Outfall Sewer, Trenched,PVC, 30" Diameter	30.00	LF	\$263.00	\$7,890.00						\$1,914.60	\$1,914.60	24.27%	\$5,975.40	\$95.73
14	Gravity Outfall Sewer, Trenched,PVC, 42" Diameter	2942.00	LF	\$271.00	\$797,282.00						\$370,544.90	\$370,544.90	46.48%	\$426,737.10	\$18,527.25
15	Gravity Trunk Sewer, Trenched, PVC,36" Diameter, Normal Bury	1969.00	LF	\$238.00	\$468,622.00						\$181,797.77	\$181,797.77	38.79%	\$286,824.23	\$9,089.89
16	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Structure1259-Stru	766.00	LF	\$330.00	\$252,780.00						\$70,724.78	\$70,724.78	27.98%	\$182,055.22	\$3,536.24
17	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Station 20+50-Stru	379.00	LF	\$295.00	\$111,805.00						\$21,512.89	\$21,512.89	19.24%	\$90,292.11	\$1,075.64
18	Gravity Trunk Sewer, Trenched, PVC,42" Diameter, Normal Bury	5963.00	LF	\$271.00	\$1,615,973.00	3963.78	1499.80	5463.58	\$406,445.80	\$1,480,629.35	\$62,902.34	\$1,543,531.68	95.52%	\$72,441.32	\$77,176.58
19	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1273-127	644.00	LF	\$383.00	\$246,652.00	644.00		644.00		\$246,652.00	\$0.00	\$246,652.00	100.00%		\$12,332.60
20	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1283-128	977.00	LF	\$304.00	\$297,008.00	977.00		977.00		\$297,008.00	\$0.00	\$297,008.00	100.00%		\$14,850.40
21	Gravity Outfall Sewer, Trenched, DIP, 42" Diameter	76.00	LF	\$600.00	\$45,600.00								0.00%	\$45,600.00	\$0.00
22	Gravity Trunk Sewer, Trenched, DIP, 36" Diameter	143.00	LF	\$530.00	\$75,790.00								0.00%	\$75,790.00	\$0.00
23	Gravity Trunk Sewer, Trenched, DIP, 42" Diameter	101.00	LF	\$600.00	\$60,600.00	101.00		101.00		\$60,600.00		\$60,600.00	100.00%		\$3,030.00
24	Irrigation Force Main, Trenched, Unrestrained PVC, 6"	10423.00	LF	\$20.00	\$208,460.00	4425.00		4425.00		\$88,500.00		\$88,500.00	42.45%	\$119,960.00	\$4,425.00
25	Irrigation Force Main, Trenched, Restrained PVC, 6"	392.00	LF	\$45.00	\$17,640.00								0.00%	\$17,640.00	\$0.00
26	Irrigation Force Main, Trenched, Restrained PVC, 4"	284.00	LF	\$40.00	\$11,360.00								0.00%	\$11,360.00	\$0.00
27	Irrigation Force Main, Trenched, Restrained DIP, 6"	107.00	LF	\$100.00	\$10,700.00	25.00		25.00		\$2,500.00		\$2,500.00	23.36%	\$8,200.00	\$125.00
28	Storm Sewer, Trenched, RCP, 30"	83.00	LF	\$135.00	\$11,205.00								0.00%	\$11,205.00	\$0.00
29	Storm Sewer, Trenched, RCP, 36"	39.00	LF	\$170.00	\$6,630.00								0.00%	\$6,630.00	\$0.00
30	Storm Sewer, Trenched, RCAP, 42" (53" X 32") ARCH	20.00	LF	\$245.00	\$4,900.00								0.00%	\$4,900.00	\$0.00
31	Pipe Culvert, Trenched, RCAP, 72" (88" X 54") ARCH	29.00	LF	\$510.00	\$14,790.00	29.00		29.00		\$14,790.00		\$14,790.00	100.00%		\$739.50
32	Pipe Culvert, Trenched, RCP, 24"	50.00	LF	\$120.00	\$6,000.00	50.00		50.00		\$6,000.00		\$6,000.00	100.00%		\$300.00
33	RCP Apron, Type II, 24"	2.00	EA	\$900.00	\$1,800.00	2.00		2.00		\$1,800.00		\$1,800.00	100.00%		\$90.00
34	RCP Apron, Type II, 36"	2.00	EA	\$1,300.00	\$2,600.00								0.00%	\$2,600.00	\$0.00
35	RCAP Apron, 4030.223 , 42" ARCH	2.00	EA	\$2,000.00	\$4,000.00								0.00%	\$4,000.00	\$0.00
36	RCAP Apron, Iowa DOT DR-202, 72" ARCH	2.00	EA	\$3,800.00	\$7,600.00			2.00	\$7,600.00	\$7,600.00		\$7,600.00	100.00%		\$380.00
37	RCP Apron Footing, 36"	2.00	EA	\$500.00	\$1,000.00								0.00%	\$1,000.00	\$0.00
38	RCAP Apron Footing, 42"	2.00	EA	\$2,000.00	\$4,000.00								0.00%	\$4,000.00	\$0.00
39	6" 11.25" DI MJ Bend	18.00	EA	\$375.00	\$6,750.00	4.00		4.00		\$1,500.00		\$1,500.00	22.22%	\$5,250.00	\$75.00
40	6" 22.5" DI MJ Bend	9.00	EA	\$370.00	\$3,330.00	5.00		5.00		\$1,850.00		\$1,850.00	55.56%	\$1,480.00	\$92.50
41	6" 45" DI MJ Bend	12.00	EA	\$382.00	\$4,584.00	5.00		5.00		\$1,910.00		\$1,910.00	41.67%	\$2,674.00	\$95.50
42	6"X4" DI MJ TEE	1.00	EA	\$500.00	\$500.00								0.00%	\$500.00	\$0.00
43	6" DI MJ Sleeve, Connect to Existing Force Main	1.00	EA	\$1,000.00	\$1,000.00	1.00		1.00		\$1,000.00		\$1,000.00	100.00%		\$50.00
44	4" DI MJ Sleeve, Connect to Existing Force Main	1.00	EA	\$900.00	\$900.00								0.00%	\$900.00	\$0.00
45	6" DI MJ CAP	1.00	EA	\$375.00	\$375.00								0.00%	\$375.00	\$0.00
46	Tracer System	1.00	LS	\$4,000.00	\$4,000.00	0.16		0.16		\$640.00		\$640.00	16.00%	\$3,360.00	\$32.00
47	6" Gate Valve with Valve Box	1.00	EA	\$850.00	\$850.00								0.00%	\$850.00	\$0.00
48	4" Gate Valve with Valve Box	1.00	EA	\$710.00	\$710.00								0.00%	\$710.00	\$0.00
49	Connection to Existing Manhole	1.00	EA	\$7,000.00	\$7,000.00	1.00		1.00		\$7,000.00		\$7,000.00	100.00%		\$350.00
50	Sanitary Manhole, SW-301, 60"Diameter	8.00	EA	\$12,700.00	\$101,600.00								0.00%	\$101,600.00	\$0.00
51	Sanitary Manhole, SW-301, 72"Diameter	27.00	EA	\$16,600.00	\$448,200.00	13.00	3.00	16.00	\$49,800.00	\$265,600.00		\$265,600.00	59.26%	\$182,600.00	\$13,280.00
52	Sanitary Manhole, SW-301, >25"Deep, 72" Diameter	2.00	EA	\$28,500.00	\$57,000.00	2.00		2.00		\$57,000.00		\$57,000.00	100.00%		\$2,850.00

CONTINUATION SHEET

AIA DOCUMENT G703

Page 3 of 7 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

APPLICATION NO: 8

APPLICATION DATE: 11/22/2021

PERIOD TO: 11/22/2021

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C ITEM QUANTITY	D UNITS	E UNIT PRICE	F TOTAL VALUE OF ITEM	G PREVIOUS QUANTITIES	H ESTIMATED QUANTITY INSTALLED THIS PERIOD	I QUANTITIES TO DATE	J VALUE OF WORK THIS PERIOD	K VALUE OF WORK INSTALLED TO DATE	L MATERIALS PRESENTLY STORED (NOT IN H)	M TOTAL COMPLETED AND STORED TO DATE (H+I)	N % (L ÷ F)	O BALANCE TO FINISH (F - L)	P RETAINAGE (IF VARIABLE RATE)
53	Sanitary Manhole, SW-302, 7' X 7'	1.00	EA	\$27,700.00	\$27,700.00								0.00%	\$27,700.00	\$0.00
54	Sanitary Manhole, SW-303, 84" Diameter	1.00	EA	\$35,200.00	\$35,200.00								0.00%	\$35,200.00	\$0.00
55	Storm Manhole, SW-401, 84" Diameter	1.00	EA	\$10,600.00	\$10,600.00								0.00%	\$10,600.00	\$0.00
56	Outfall Headwall	1.00	EA	\$30,000.00	\$30,000.00								0.00%	\$30,000.00	\$0.00
57	Class A Road Surfacing, 3"	842.00	TON	\$30.00	\$25,260.00	763.64		763.64		\$22,909.20		\$22,909.20	90.69%	\$2,350.80	\$1,145.46
58	Traffic Control	1.00	LS	\$4,500.00	\$4,500.00	0.40	0.08	0.48	\$360.00	\$2,160.00		\$2,160.00	48.00%	\$2,340.00	\$108.00
59	Hydraulic Seeding, Fertilizing, andBFM Mulching, Type 2 Mix	4.10	ACRE	\$3,200.00	\$13,120.00								0.00%	\$13,120.00	\$0.00
60	Hydraulic Seeding, Fertilizing, andBFM Mulching, Type 5 Mix	7.80	ACRE	\$2,650.00	\$20,670.00	0.77		0.77		\$2,040.50		\$2,040.50	9.87%	\$18,629.50	\$102.03
61	Hydraulic Seeding, Fertilizing, andBFM Mulching, Native Mix	14.70	ACRE	\$3,750.00	\$55,125.00								0.00%	\$55,125.00	\$0.00
62	Hydraulic Seeding, Fertilizing, andBFM Mulching, Wetland Mix	3.40	ACRE	\$4,000.00	\$13,600.00								0.00%	\$13,600.00	\$0.00
63	Plants, Trees	0.05	ACRE	\$40,000.00	\$2,000.00								0.00%	\$2,000.00	\$0.00
64	SWPPP Preparation	1.00	LS	\$1,905.99	\$1,905.99	1.00		1.00		\$1,905.99		\$1,905.99	100.00%		\$95.30
65	SWPPP Management	1.00	LS	\$4,500.00	\$4,500.00	0.40	0.08	0.48	\$360.00	\$2,160.00		\$2,160.00	48.00%	\$2,340.00	\$108.00
66	Filter Sock, Installation, Maintenance, and Removal	7000.00	LF	\$1.50	\$10,500.00	524.00		524.00		\$786.00		\$786.00	7.49%	\$9,714.00	\$39.30
67	Temporary RECP, Type 2.C	930.00	SY	\$1.30	\$1,209.00								0.00%	\$1,209.00	\$0.00
68	Rip-Rap, Class E, Stream Crossings	368.00	TON	\$60.00	\$22,080.00								0.00%	\$22,080.00	\$0.00
69	Rip-Rap, Class D, Stream Bank Stabilization	275.00	TON	\$60.00	\$16,500.00								0.00%	\$16,500.00	\$0.00
70	Rip-Rap, Class D, Outfall	84.00	TON	\$60.00	\$5,040.00								0.00%	\$5,040.00	\$0.00
71	Rip-Rap, Class A, Storm Sewer	184.00	TON	\$60.00	\$11,040.00								0.00%	\$11,040.00	\$0.00
72	Silt Fence, Installation, Maintenance, and Removal	7000.00	LF	\$1.50	\$10,500.00	780.00		780.00		\$1,170.00		\$1,170.00	11.14%	\$9,330.00	\$58.50
73	Stabilized Construction Entrances	1.00	LS	\$1,500.00	\$1,500.00	0.25		0.25		\$375.00		\$375.00	25.00%	\$1,125.00	\$18.75
74	Dust Control, Water	12.50	MGAL	\$100.00	\$1,250.00	5.10		5.10		\$510.00		\$510.00	40.80%	\$740.00	\$25.50
75	Dust Control, Calcium Chloride	37.50	TON	\$500.00	\$18,750.00	15.30		15.30		\$7,650.00		\$7,650.00	40.80%	\$11,100.00	\$382.50
76	Removal and Replacement of Field Fence	360.00	LF	\$15.00	\$5,400.00								0.00%	\$5,400.00	\$0.00
77	Concrete Washout	1.00	LS	\$100.00	\$100.00								0.00%	\$100.00	\$0.00
78	Air Release Valve Station	4.00	EA	\$16,000.00	\$64,000.00	1.00		1.00		\$16,000.00		\$16,000.00	25.00%	\$48,000.00	\$800.00
79	Dewatering	1.00	LS	\$0.01	\$0.01								0.00%	\$0.01	\$0.00
80	Creek Crossing	3.00	EA	\$25,000.00	\$75,000.00	1.50		1.50		\$37,500.00		\$37,500.00	50.00%	\$37,500.00	\$1,875.00
81	CO														
82	8" Manhole Vent Change	7.00	EA	(\$2,776.00)	(\$19,432.00)	4.00	1.00	5.00	(\$2,776.00)	(\$13,880.00)		(\$13,880.00)	71.43%	(\$5,552.00)	(\$694.00)
83	12" Manhole Vent Change	1.00	EA	(\$4,552.02)	(\$4,552.02)								0.00%	(\$4,552.02)	\$0.00
84	Air Release Vent Change	4.00	EA	(\$2,287.10)	(\$9,148.40)	1.00		1.00	(\$2,287.10)	(\$2,287.10)		(\$2,287.10)	25.00%	(\$6,861.30)	(\$114.36)
85	Conshield Deduct	8.00	EA	(\$1,876.22)	(\$15,009.75)								0.00%	(\$15,009.75)	\$0.00
86	RFP-001 Additional Storm Sewer	1.00	LS	\$8,039.93	\$8,039.93								0.00%	\$8,039.93	\$0.00
87															\$0.00
84															\$0.00
85															\$0.00
86															\$0.00
	GRAND TOTALS				\$6,562,897.76				\$463,629.80	\$3,640,510.21	\$709,397.28	\$4,349,907.48	66.28%	\$2,212,990.28	\$217,495.37

Stored Material Summary

For (Contract): WRRF Influent Trunk Sewer & Outfall Sewer								Application Number: 8			
Application Period: 4/21/2021 to 11/22/2021								Application Date: 11/22/2021			
A		B			C		D	Subtotal Amount Completed and Stored to Date (C + D)	E		F
Bid Item No.	Supplier Invoice No.	Storage Location	Description of Materials Stored	Footage	Stored Previously		Amount Stored this Month (\$)		Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
					Date Placed	Amount (\$)			Date (Month/Year)	Amount (\$)	
	N828587		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011875		30 INCH SEWER PIPE	30	4/2021	\$1,914.60		\$1,914.60			\$1,914.60
	O011875		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011885		36 INCH SEWER PIPE	140	4/2021	\$12,926.20		\$12,926.20			\$12,926.20
	O011891		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011899		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011905		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011913		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011920		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011933		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011948		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011975		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011979		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011996		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034628		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	4/2021	\$21,159.60	\$0.00
	O034637		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	4/2021	\$21,159.60	\$0.00
	O034648		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034665		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034682		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034682		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034741		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034763		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034763		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034892		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O034960		42 INCH SEWER PIPE	28	4/2021	\$3,526.60		\$3,526.60	6/2021	\$3,526.60	\$0.00
	O034960		36 INCH SEWER PIPE	140	4/2021	\$12,926.20		\$12,926.20			\$12,926.20
	O035146		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O035159		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O035167		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O035182		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O046882		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O046882		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O055532		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O055738		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O075827		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O076055		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O076062		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O084813		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O084828		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O094678		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00

	O094691		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O094700		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O102393		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O102421		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O102429		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O102444		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O109826		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O109843		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O109858		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00
	O110000		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	10/2021	\$21,159.60	\$0.00
	O110025		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	10/2021	\$21,159.60	\$0.00
	O110039		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	10/2021	\$21,159.60	\$0.00
	O133491		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	10/2021	\$21,159.60	\$0.00
	O133501		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	10/2021	\$21,159.60	\$0.00
	O133512		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O147425		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O147692		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O147801		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O147986		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O148003		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O148133		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O148161		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$21,159.60	\$0.00
	O148177		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	11/2021	\$72.66	\$21,086.94
	O148467		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148481		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O148495		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O151218		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O151228		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164687		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164706		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164720		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164737		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164750		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O164758		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O168526		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O168596		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O198883		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O198895		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O198912		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O199055		42 INCH SEWER PIPE	98	5/2021	\$12,343.10		\$12,343.10			\$12,343.10
	O199087		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O199108		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60			\$21,159.60
	O199118		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	5/2021	\$2,015.20	\$19,144.40
				CURRENT STORED FOOTAGE	VALUE						
	30 INCH SEWER PIPE			30.00	\$1,914.60						
	36 INCH SEWER PIPE			2968.00	\$274,035.44						
	42 INCH SEWER PIPE			3441.42	\$433,447.24						
				Totals		\$1,603,714.94	\$0.00	\$1,603,714.94			\$709,397.28

Sanitary Sewer						7185.58
Structure	Point Number	Northing	Easting	Elevation	Description	Distance
1287	24	513721.199	1613707.271	809.359	Existing STR Center Flat-top	
1286	23	513642.901	1613787.206	808.661	Rim Not finished Grade	111.89
1285	25	513282.345	1613784.24	806.419	Rim Not finished Grade	360.57
1284	28	512787.21	1613786.054	819.275	Rim Not finished Grade	495.14
1283	29	512303.33	1613787.385	804.409	Rim Not finished Grade	483.88
1282	74	512212.001	1613834.22	806.749	Rim Finished	102.64
1281	75	512024.181	1614280.376	808.263	Rim Finished	484.08
1280	76	511577.457	1614497.939	808.455	Rim Finished	496.89
1279	77	511292.355	1614902.858	807.743	Rim Not finished Grade	495.22
1278	78	510797.201	1615012.951	811.55		507.25
1277	79	510553.808	1615381.401	813.681		441.58
1276	80	510191.146	1615569.618	814.194		408.59
1275	81	509698.728	1615631.725	821.67		496.32
1274	82	509391.881	1615708.748	823.765		316.37
1273	83	509176.341	1615955.541	812.562		327.66
1272						157.70
1271						499.80
1270						500.00
1269						500.00

					4398.986834
Point	Description	Northing	Easting	Desc	Distance
16	valve	513748.66	1613746.45	top of valve	
17	Bend	513746.64	1613747.00	Top of Main	2.097922782
19	Bend	513650.67	1613762.81	Top of Main	97.26009633
21	Bend	513648.49	1613763.15	Top of Main	2.206613922
22	Bend	513625.48	1613795.09	Top of Main	39.36259922
30	22.5 bend	512282.47	1613794.21	Top of Main	1343.010286
	11.25	512266.44	1613802.40	Top of Main	18
31	11.25	512232.63	1613819.66	Top of Main	37.96538867
32	11.25	512216.80	1613827.72	Top of Main	17.75618205
34	45 sw 1282	512207.51	1613830.72	Top of Main	9.765236761
35	22.5	512033.16	1614252.58	Top of Main	456.4706667
42	22.5 1281. #2	512015.07	1614271.60	Top of Main	26.24969602
41	22.5 1280	511574.79	1614485.17	Top of Main	489.3424508
71	22.5 at 1279	511288.39	1614896.59	Top of Main	501.2949593
70	45 at 1278	510789.411	1615008.165	Top of Main	511.3013036
72	22.5 at 1277	510539.74	1615383.672	Top of Main	450.9336041
73	22.5 at 1276	510187.9	1615565.333	Top of Main	395.9698278



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of Urban Revitalization Designations.

Introduction: The following comprise a list of Urban Revitalization Designations.

Background:

Discussion:

634 North N Street	Dillon Suhr & Hailey Evans	Residential New Construction
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Budget Impact:

Recommendation: The application is in order for approval.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Approval of a Home Base Iowa Initiative Application from Nicole Dowling and authorization of a handwritten warrant in the amount of \$1500.00.

Introduction: Nicole Dowling has submitted an application for the City of Indianola's Home Base Iowa Veteran Incentive Program.

Background: This is the third application this fiscal year.

Discussion: Council is asked to consider the approval of the Home Base Iowa Initiative Application and a handwritten warrant in an amount of \$1500.00. Nicole Dowling purchased a home in Indianola on June 4, 2021, and the application was received on December 1, 2021.

Budget Impact: \$1500.00

Recommendation: All paperwork is in order for approval.

Attachments: 1. 20211202170110030



INDIANOLA VETERANS AFFAIRS APPLICATION FOR VETERAN INCENTIVE PROGRAM

Full Name: Nicole G Lorton/Dowling
First MI Last

Previous Address: 2915 Brockway Dr
Street Address Apartment/Unit #
Des Moines IA 50320
City State ZIP Code

How Long: Nov 2016 - June 2021 / 4.5 yrs

Remarks:

Signature: [Signature] Date: 29 Nov 2021

CERTIFICATION FROM AUDITORS OFFICE

Full Name: Nicole G Lorton/Dowling
First MI Last

Date Recorded: 11/30/21 First Time Buyer in Indianola: ☒ YES ☐ NO

Signature: [Signature]

CITY INTERNAL USE
OFFICE OF CITY CLERK
Date: DEC 01 2021
Time: INDIANOLA, IOWA
Time: 4:10 pm Initials: gl



INDIANOLA VETERANS AFFAIRS APPLICATION FOR VETERAN INCENTIVE PROGRAM

Full Name: Nicole G Dowling
First MI Last

Address: 802 N V St
Street Address Apartment/Unit #
Indianola IA 50125
City State ZIP Code

Home Phone: (515) 681-1532 Alternate Phone: _____

Email: nicolelorton@yahoo.com

Birth Date: 22 Mar 89 Marital Status: Married

Date of Purchase: 4 June 2021

Owned Home
in Indianola
Previously:

☐ YES

☒ NO

MILITARY INFORMATION

Branch of Service: Air Force

Date Entered: 24 Aug 2009

Date of Discharge: 4 Mar 2010

Character of
Discharge: Honorable

Signature VA Rep: Barbara A. Gant, CVSO



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: December 6, 2021
Subject: Resolution approving a one-year farm lease.

Introduction: One-year Lease Agreement for City Farm Ground

Background:

Discussion: Due to the construction of the Water Resource Recovery Facility and outfall sewer, I went out for quotes to farm the City Farm ground for a period of one year. I sent the lease agreement to six local farmers and received three quotes. Here are the three quotes I received.

MZ Grain LLC	\$47,100
Mark Putney	\$34,000
Dwight Moser	\$32,500

Budget Impact: Positive Impact

Recommendation: I recommend a one-year lease of the City Farm to MZ Grain LLC for \$47,100 plus taxes. The lease will run from March 1, 2022 to March 1, 2023.

Attachments:

1. MZ Grain LLC
2. Mark Putney
3. Dwight Moser
4. Res 2021- approving farm lease

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Indianola ("Landlord"), whose address for the purpose of this Lease is 110 North 1st St., Indianola, Iowa 50125, and MZ Grain LLC ("Tenant"), whose address for the purpose of this Lease is 6320 SE 60th St Carlisle IA 50047.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Warren County, Iowa (the "Leased Premises"): Farmland tract 11838, included in property owned by the City that is shown on Exhibit A and legally described as:

The N 1/2 NW 1/4 and the SW 1/4 of the NW 1/4 of Section 2 EXCEPT that part lying South and East of the Old Channel of the Middle River and EXCEPT all North of the center of Middle River Channel in the N 1/2 NW 1/4 of Section 2; ALSO beginning at the Northwest corner of the SW 1/4 of Section 2, thence South 42 rods, thence South 80 degrees East 40 rods, thence North 3 degrees East 49 rods and 4 links, thence West 42 rods and 16 links to the place of beginning (containing 11 Acres and 124 square rods more or less); all in Township 76 North, Range 24 West 5th P.M, Iowa;

AND

The NE 1/4 of Section 3 EXCEPT beginning at the Northwest corner thereof, thence South 66 rods, thence East 6 rods, thence North to Section line, thence West 5 rods to beginning, and EXCEPT all North of the center of Middle River in said NE 1/4 of said Section 3 (containing 48.23 acres more or less); all in Township 76 North, Range 24 West 5th P.M., Warren County, Iowa;

AND

The N 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa;

AND

The S 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, EXCEPT that part of parcel" F" of the Southwest Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 12, Page 2 of 76-24 in the office of the Warren County Recorder, that lies within the SW 1/4 of the SE 1/4 of said Section 3;

AND EXCEPT

Parcel "G" of the survey of the Southwest Quarter of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 13, Page 2 of 76-24 in the office of the Warren County Recorder, and containing 247.20 acres, more or less;

But Specifically excluding the property as shown on Exhibit B – New Plant Site – Taken Out of Production - That part of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the Fifth Principal Meridian, Warren County, Iowa described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 3; thence North 88 degrees 36 minutes 24 seconds West along the South line of said Southeast Quarter, 1565.73 feet; thence North 00 degrees 00 minutes 00 seconds East, 48.39 feet; thence North 45 degrees 44 minutes 25 seconds East, 5.89 feet; thence North 00 degrees 00 minutes 00 seconds East, 474.97 to a point on a non-tangent curve; thence Northeasterly along a curve to the right, having a radius of 135.74 feet, a chord bearing of North 31 degrees 27 minutes 59 seconds East and a chord length of 137.81 feet, for an arc length of 144.54 feet to a non-tangent curve; thence North 62 degrees 55 minutes 57 seconds East, 171.63 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.29 feet; thence North 60 degrees 00 minutes 00 seconds East, 115.35 feet to the East line of the Southwest Quarter of said Southeast Quarter; thence North 00 degrees 48 minutes 33 seconds East, 694.62 feet; thence South 89 degrees 11 minutes 27 seconds East, 548.78 feet; thence South 62 degrees 08 minutes 05 seconds East, 37.70 feet; thence South 82 degrees 58 minutes 37 seconds East, 117.96 feet; thence North 63 degrees 16 minutes 10 seconds East, 30.58 feet; thence North 59 degrees 07 minutes 46 seconds East, 54.87 feet; thence North 83 degrees 20 minutes 18 seconds East, 45.47 feet; thence North 89 degrees 20 minutes 37 seconds East, 234.58 feet; thence South 71 degrees 06 minutes 50 seconds East, 174.35 feet; thence South 01 degrees 57 minutes 41 seconds West, 49.39 feet; thence South 08 degrees 37 minutes 52 seconds East, 47.68 feet; thence South 28 degrees 43 minutes 30 seconds East, 194.40 feet to the East line of said Southeast Quarter; thence South 00 degrees 55 minutes 44 seconds West along said East line, 643.62 feet; thence North 90 degrees 00 minutes 00 seconds West, 30.58 feet; thence South 00 degrees 00 minutes 00 seconds East, 143.23 feet; thence North 90 degrees 00 minutes 00 seconds West, 4.37 feet; thence South 00 degrees 00 minutes 00 seconds East, 130.51 feet; thence South 06 degrees 08 minutes 38 seconds East, 35.74 feet; thence South 01 degrees 50 minutes 36 seconds East, 132.22 feet; thence South 16 degrees 30 minutes 55 seconds East, 42.98 feet; thence South 21 degrees 40 minutes 41 seconds East, 17.60 feet; thence South 28 degrees 49 minutes 58 seconds East, 0.11 feet to the East line of said Southeast Quarter; thence South 00 degrees 55 minutes 44 seconds West along said East line, 177.23 feet to the Point of Beginning.

See Exhibit C for Farm Gate Accesses – the two accesses designated on the map are the only accesses the Tenant will be able to use. There will be no access through the wastewater plant site. The entrance for the north field is accessed by using the Lundy Acres drive to existing gate.

See Exhibit D for Outfall Sewer taken out of production for 2021 – the outfall sewer from the new wastewater treatment plant will be installed within a 90' easement. This area is between the two red lines shown in the exhibit. Access to this area is indicated by the blue to the right of the easement. The X behind the blue line indicates where contractor will be allowed to store material for the outfall sewer.

The Leased Premises expressly includes crop on side hills and hay ground located on property as reflected in the map of the Leased Premises.

Possession by Tenant shall be for a term of one (1) year, commencing on March 1, 2022, and ending on March 1, 2023.

The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. **RENT-ONE YEAR LEASE.** Tenant shall pay to Landlord as rent for the Leased Premises (the "Rent"):

- a. Total annual cash rent of \$ 47,100, which shall include a per acre price for planting that portion of the Leased Premises set forth in Exhibit D. Rent shall be payable, unless otherwise agreed, as follows: \$ 23,550 on April 1, 2022, and \$ 23,550 on December 15, 2022; and
- b. All real estate taxes due on the Leased Premises in accordance with Paragraph (a).

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent.

3. **INPUT COSTS AND EXPENSES.** Tenant shall prepare the Leased Premises and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Leased Premises designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

4. **PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS.** Tenant shall farm the Leased Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Leased Premises and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the Leased Premises.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Leased Premises, unless directed otherwise by Landlord, all the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Leased Premises (corn stalk and/or wheat straw in bales are the property of Tenant and shall be removed by Tenant), nor burn, any straw, stalks, stubble, or similar plant materials,

all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Leased Premises for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Leased Premises from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the Leased Premises, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program.

a. Soil Erosion. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Leased Premises. Tenant shall cause the side hill washout to be maintained to prevent further soil erosion.

5. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution, but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground

storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may be stored on the premises for more than one year. Farm chemicals for use on other properties may be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. HUNTING AND TRAPPING. Tenant shall not hunt or trap on the premises, nor shall the Tenant permit or allow others to hunt or trap on the premises.

7. BIOSOLIDS. Landlord reserves the right to knife in, inject, and/or surface apply biosolids to the fields on a seasonal basis when crops are not growing. Furthermore, the Landlord shall have the right to land apply biosolids on at least seventy (70) acres that are subject to this lease at any time throughout any year. The seventy-acre area may be on an alternate site provided by Tenant. If Tenant cannot provide an alternate site, the Landlord shall designate the acreage subject to this lease which shall be used for land application of biosolids. Landlord shall give Tenant 30-day notice before any such land application of biosolids except in an emergency situation. Landlord shall not apply biosolids to growing row crops. This lease shall be reduced by \$5,000.00 per year if Tenant must plant hay and not use an alternate site as described above.

8. TERMINATION OF LEASE. This Lease shall automatically terminate upon the expiration of its term. Upon Tenant's default, Landlord shall have the right to terminate this Lease. All notices of

termination of this Lease shall be as provided by law.

9. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Leased Premises to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord double the rental value of the Leased Premises during the time the tenant holds over as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Leased Premises to Landlord, Tenant shall assure that the Leased Premises is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, expected.

10. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Leased Premises or authorize someone else to enter upon the Leased Premises to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Leased Premises at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

11. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. REPAIRS. Tenant shall maintain the fences on the Leased Premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

13. NEW IMPROVEMENTS. Intentionally omitted.

14. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Intentionally omitted.

15. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Leased Premises.

16. NO AGENCY. Tenant is not an agent of the Landlord.

17. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

18. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

19. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 8, which shall be governed by the Code of Iowa.

22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Leased Premises or any portion thereof without prior written authorization of Landlord.

23. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

24. **ADDITIONAL PROVISIONS.**

a. **Property Tax Payments.** Tenant shall be responsible for making all property tax payments due and owing, to the City on April 1 of each year of lease term. Such tax payments shall be remitted to the Landlord as rent, as set forth in Section 2.

DATED: 11/29/2021

TENANT

CITY OF INDIANOLA, LANDLORD

MZ Grain LLC

By: by Zachary Moorman Tenant

By: Pam Pepper, Mayor

STATE OF IOWA, COUNTY OF WARREN: ss

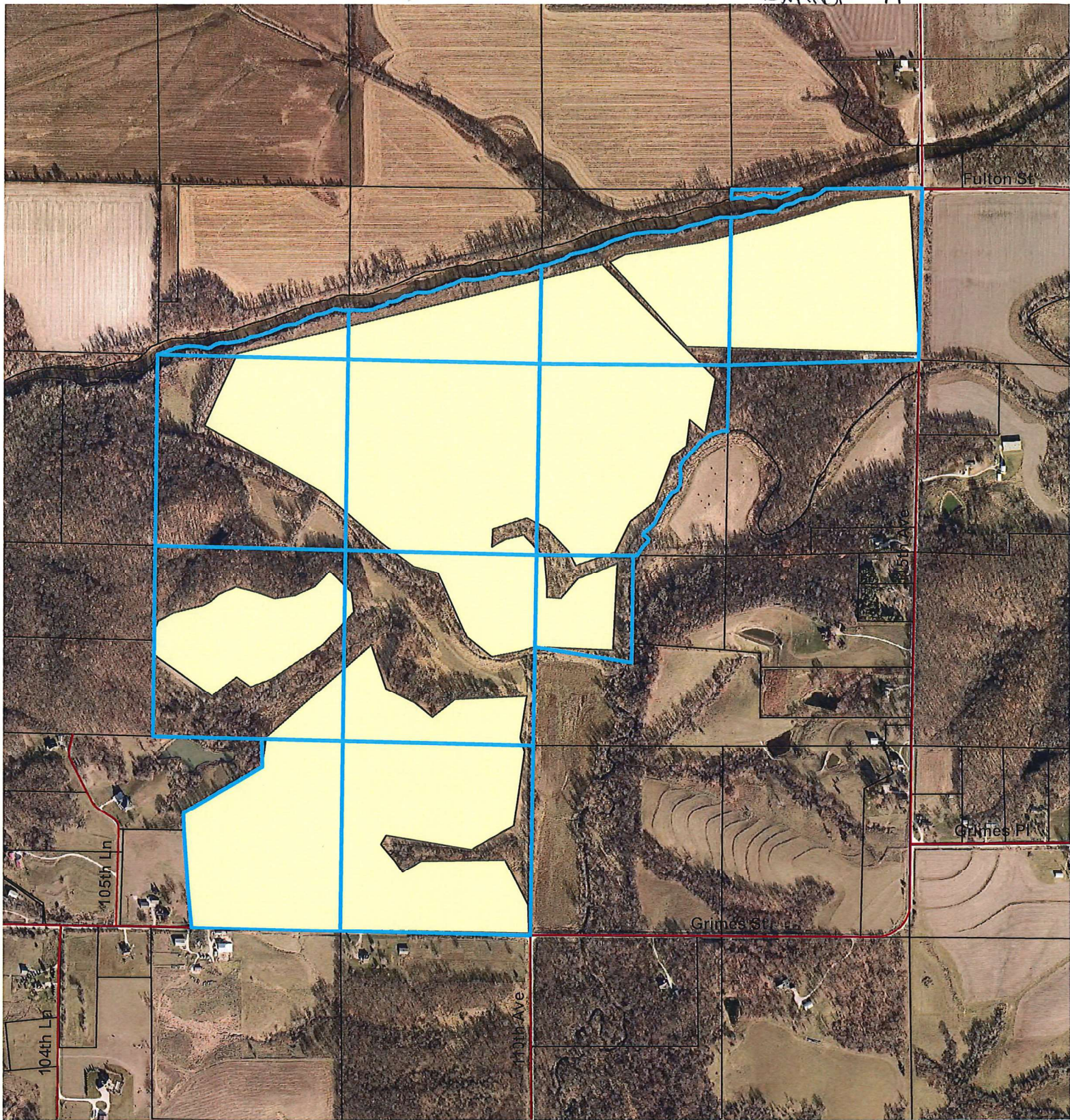
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Tenant.

Iowa Notary Public

STATE OF IOWA, COUNTY OF WARREN: ss

This instrument was acknowledged before me on this ____ day of _____, 20__, by Pam Pepper, Mayor, City of Indianola, Landlord.

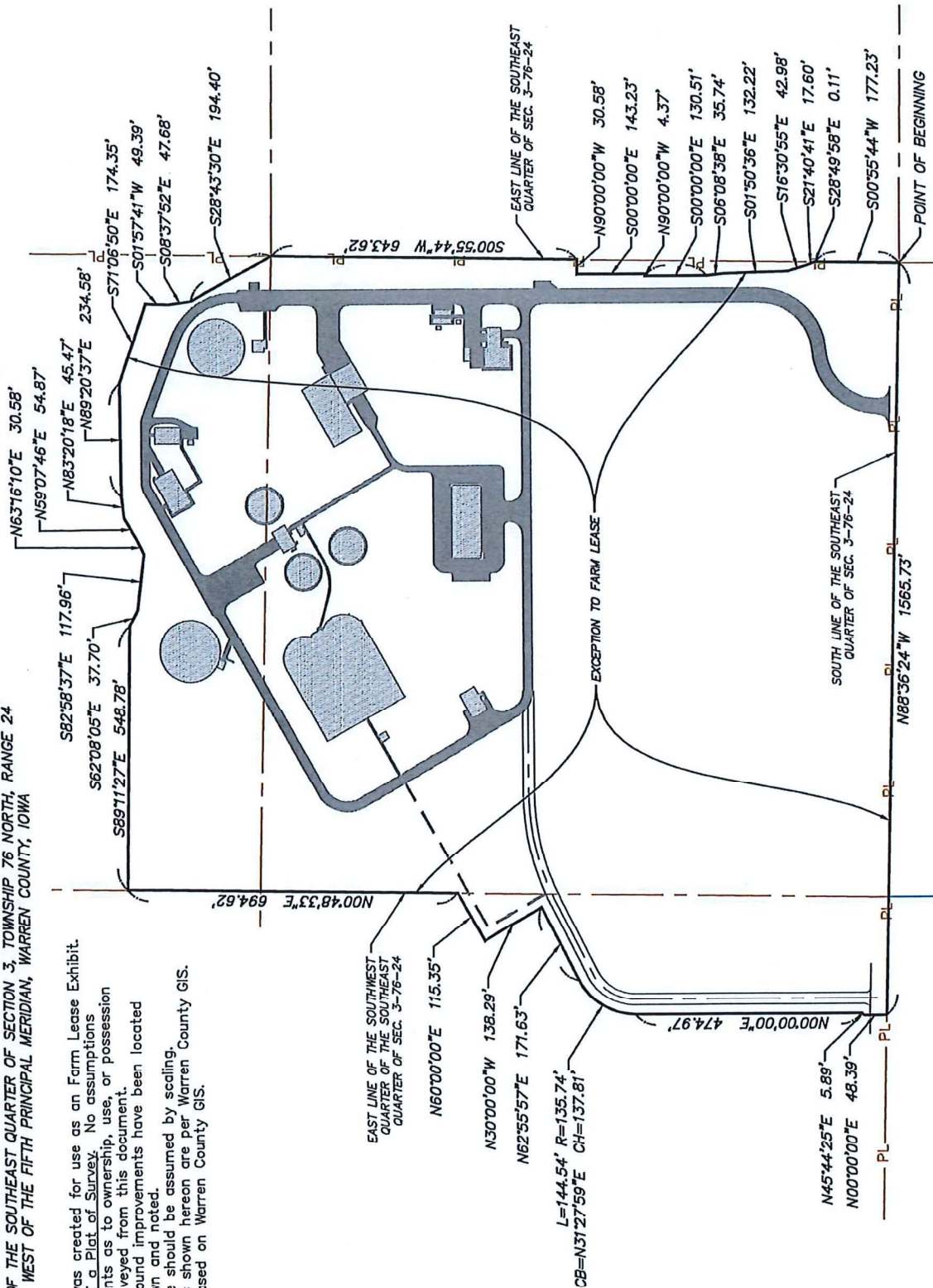
Iowa Notary Public



FARM LEASE EXCEPTION EXHIBIT

OF PART OF THE SOUTHEAST QUARTER OF SECTION 3, TOWNSHIP 76 NORTH, RANGE 24
WEST OF THE FIFTH PRINCIPAL MERIDIAN, WARREN COUNTY, IOWA

- NOTES:
- * This map was created for use as an Farm Lease Exhibit.
 - * This IS NOT a Plat of Survey. No assumptions or agreements as to ownership, use, or possession can be conveyed from this document.
 - * No underground improvements have been located unless shown and noted.
 - * No distance should be assumed by scaling.
 - * Parcel lines shown hereon are per Warren County GIS.
 - * Bearings based on Warren County GIS.



FARM LEASE EXCEPTION EXHIBIT INDIANA WATER RESOURCE RECOVERY FACILITY INDIANA, IA		HRGreen 5525 Mettler Hay Road - Suite 200 Johnston, IA 50131-1448 L 515.278.2913 F 515.278.1848 www.hrgreen.com
SHEET ORIENTATION 1 IN. = 200 FT. DATE: 12/02/19 PROJECT: SUBMITTAL DRAWN BY: JMK, BJC CHECKED BY: JMK PRINTED BY: JMK SHEET NO. 1	5525 Mettler Hay Road - Suite 200 Johnston, IA 50131-1448 L 515.278.2913 F 515.278.1848 www.hrgreen.com	



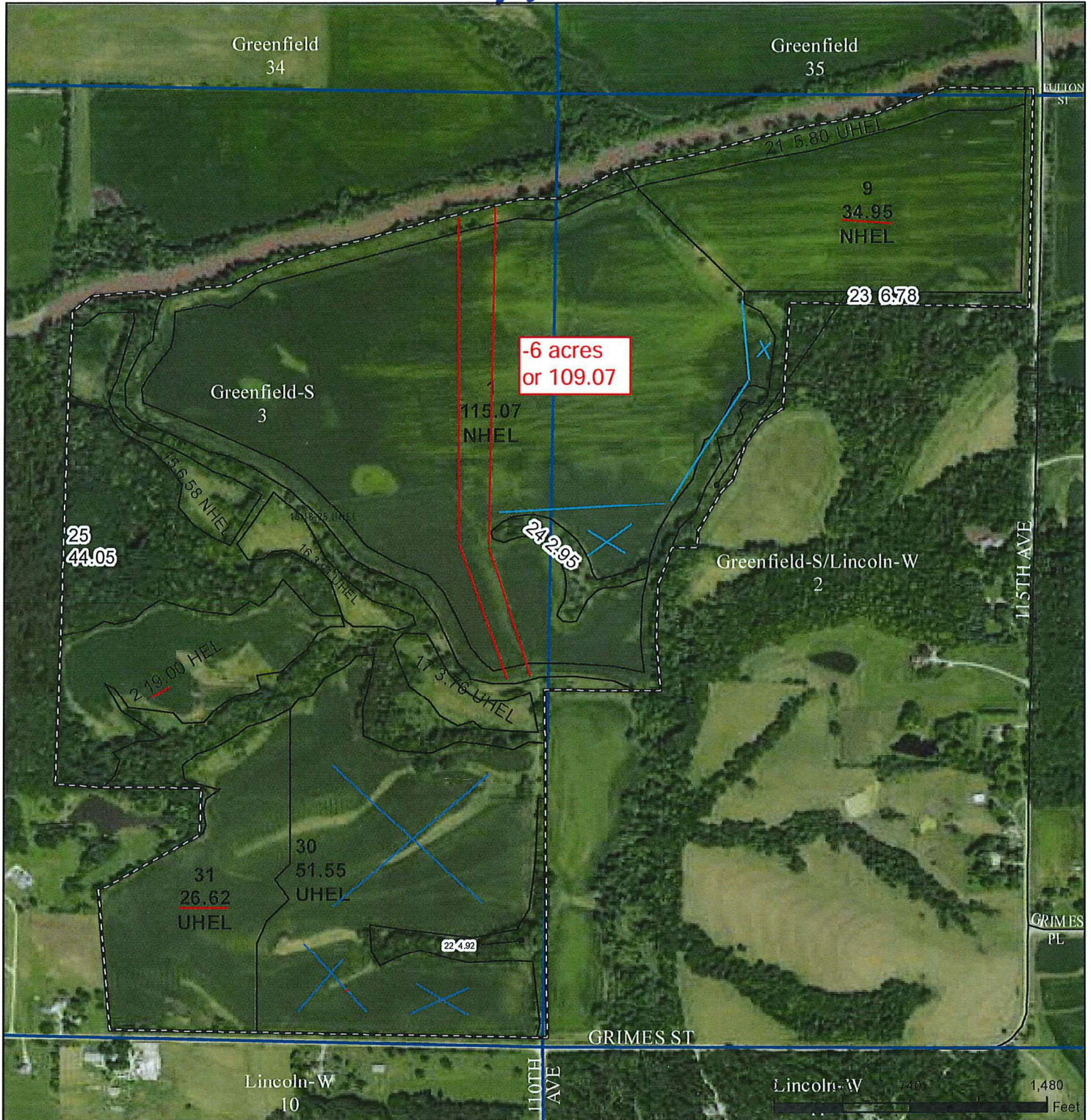


United States
Department of
Agriculture

Warren County, Iowa

Exhibit D

190 tillable



ALL FIELDS NON-IRRIGATED

Wetland Determination Identifiers

- Restricted Use
- ▼ Limited Restrictions
- Exempt from Conservation
- Compliance Provisions

Tract Cropland Total: 285.49 acres

2020 Program Year

Map Created May 19, 2020

Farm 5720

Tract 11838

United States Department of Agriculture (USDA) Farm Service Agency (FSA) maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or National Agricultural Imagery Program (NAIP) imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. USDA-FSA assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact USDA Natural Resources Conservation Service (NRCS).

USDA is an equal opportunity provider, employer, and lender.

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Indianola ("Landlord"), whose address for the purpose of this Lease is 110 North 1st St., Indianola, Iowa 50125, and Mark Putney ("Tenant"), whose address for the purpose of this Lease is _____.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Warren County, Iowa (the "Leased Premises"): Farmland tract 11838, included in property owned by the City that is shown on Exhibit A and legally described as:

The N 1/2 NW 1/4 and the SW 1/4 of the NW 1/4 of Section 2 EXCEPT that part lying South and East of the Old Channel of the Middle River and EXCEPT all North of the center of Middle River Channel in the N 1/2 NW 1/4 of Section 2; ALSO beginning at the Northwest corner of the SW 1/4 of Section 2, thence South 42 rods, thence South 80 degrees East 40 rods, thence North 3 degrees East 49 rods and 4 links, thence West 42 rods and 16 links to the place of beginning (containing 11 Acres and 124 square rods more or less); all in Township 76 North, Range 24 West 5th P.M, Iowa;

AND

The NE 1/4 of Section 3 EXCEPT beginning at the Northwest corner thereof, thence South 66 rods, thence East 6 rods, thence North to Section line, thence West 5 rods to beginning, and EXCEPT all North of the center of Middle River in said NE 1/4 of said Section 3 (containing 48.23 acres more or less); all in Township 76 North, Range 24 West 5th P.M., Warren County, Iowa;

AND

The N 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa;

AND

The S 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, EXCEPT that part of parcel "F" of the Southwest Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 12, Page 2 of 76-24 in the office of the Warren County Recorder, that lies within the SW 1/4 of the SE 1/4 of said Section 3;

AND EXCEPT

Parcel "G" of the survey of the Southwest Quarter of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 13, Page 2 of 76-24 in the office of the Warren County Recorder, and containing 247.20 acres, more or less;

28.310
5.618
33.928

last 2 years
32.000

But Specifically excluding the property as shown on Exhibit B – New Plant Site – Taken Out of Production - That part of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the Fifth Principal Meridian, Warren County, Iowa described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 3; thence North 88 degrees 36 minutes 24 seconds West along the South line of said Southeast Quarter, 1565.73 feet; thence North 00 degrees 00 minutes 00 seconds East, 48.39 feet; thence North 45 degrees 44 minutes 25 seconds East, 5.89 feet; thence North 00 degrees 00 minutes 00 seconds East, 474.97 to a point on a non-tangent curve; thence Northeasterly along a curve to the right, having a radius of 135.74 feet, a chord bearing of North 31 degrees 27 minutes 59 seconds East and a chord length of 137.81 feet, for an arc length of 144.54 feet to a non-tangent curve; thence North 62 degrees 55 minutes 57 seconds East, 171.63 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.29 feet; thence North 60 degrees 00 minutes 00 seconds East, 115.35 feet to the East line of the Southwest Quarter of said Southeast Quarter; thence North 00 degrees 48 minutes 33 seconds East, 694.62 feet; thence South 89 degrees 11 minutes 27 seconds East, 548.78 feet; thence South 62 degrees 08 minutes 05 seconds East, 37.70 feet; thence South 82 degrees 58 minutes 37 seconds East, 117.96 feet; thence North 63 degrees 16 minutes 10 seconds East, 30.58 feet; thence North 59 degrees 07 minutes 46 seconds East, 54.87 feet; thence North 83 degrees 20 minutes 18 seconds East, 45.47 feet; thence North 89 degrees 20 minutes 37 seconds East, 234.58 feet; thence South 71 degrees 06 minutes 50 seconds East, 174.35 feet; thence South 01 degrees 57 minutes 41 seconds West, 49.39 feet; thence South 08 degrees 37 minutes 52 seconds East, 47.68 feet; thence South 28 degrees 43 minutes 30 seconds East, 194.40 feet to the East line of said Southeast Quarter; thence South 00 degrees 55 minutes 44 seconds West along said East line, 643.62 feet; thence North 90 degrees 00 minutes 00 seconds West, 30.58 feet; thence South 00 degrees 00 minutes 00 seconds East, 143.23 feet; thence North 90 degrees 00 minutes 00 seconds West, 4.37 feet; thence South 00 degrees 00 minutes 00 seconds East, 130.51 feet; thence South 06 degrees 08 minutes 38 seconds East, 35.74 feet; thence South 01 degrees 50 minutes 36 seconds East, 132.22 feet; thence South 16 degrees 30 minutes 55 seconds East, 42.98 feet; thence South 21 degrees 40 minutes 41 seconds East, 17.60 feet; thence South 28 degrees 49 minutes 58 seconds East, 0.11 feet to the East line of said Southeast Quarter; thence South 00 degrees 55 minutes 44 seconds West along said East line, 177.23 feet to the Point of Beginning.

See Exhibit C for Farm Gate Accesses – the two accesses designated on the map are the only accesses the Tenant will be able to use. There will be no access through the wastewater plant site. The entrance for the north field is accessed by using the Lundy Acres drive to existing gate.

See Exhibit D for Outfall Sewer taken out of production for 2021 – the outfall sewer from the new wastewater treatment plant will be installed within a 90' easement. This area is between the two red lines shown in the exhibit. Access to this area is indicated by the blue to the right of the easement. The X behind the blue line indicates where contractor will be allowed to store material for the outfall sewer.

The Leased Premises expressly includes crop on side hills and hay ground located on property as reflected in the map of the Leased Premises.

Possession by Tenant shall be for a term of one (1) year, commencing on March 1, 2022, and ending on March 1, 2023.

The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT-ONE YEAR LEASE. Tenant shall pay to Landlord as rent for the Leased Premises (the "Rent"):

- a. Total annual cash rent of \$ 34,000, which shall include a per acre price for planting that portion of the Leased Premises set forth in Exhibit D. Rent shall be payable, unless otherwise agreed, as follows: \$ 4,000 on April 1, 2022, and \$ 20,000 on December 15, 2022; and
- b. All real estate taxes due on the Leased Premises in accordance with Paragraph (a).

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent.

3. INPUT COSTS AND EXPENSES. Tenant shall prepare the Leased Premises and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Leased Premises designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

4. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Leased Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Leased Premises and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the Leased Premises.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Leased Premises, unless directed otherwise by Landlord, all the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Leased Premises (corn stalk and/or wheat straw in bales are the property of Tenant and shall be removed by Tenant), nor burn, any straw, stalks, stubble, or similar plant materials,

all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Leased Premises for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Leased Premises from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the Leased Premises, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program.

a. Soil Erosion. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Leased Premises. Tenant shall cause the side hill washout to be maintained to prevent further soil erosion.

5. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution, but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground

storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may be stored on the premises for more than one year. Farm chemicals for use on other properties may be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

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termination of this Lease shall be as provided by law.

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10. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Leased Premises or authorize someone else to enter upon the Leased Premises to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Leased Premises at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

11. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. REPAIRS. Tenant shall maintain the fences on the Leased Premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

13. NEW IMPROVEMENTS. Intentionally omitted.

14. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Intentionally omitted.

15. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Leased Premises.

16. NO AGENCY. Tenant is not an agent of the Landlord.

17. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

18. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

19. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 8, which shall be governed by the Code of Iowa.

22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Leased Premises or any portion thereof without prior written authorization of Landlord.

23. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

24. **ADDITIONAL PROVISIONS.**

a. **Property Tax Payments.** Tenant shall be responsible for making all property tax payments due and owing, to the City on April 1 of each year of lease term. Such tax payments shall be remitted to the Landlord as rent, as set forth in Section 2.

DATED: 11-29-21

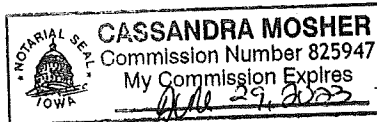
TENANT _____ CITY OF INDIANOLA, LANDLORD

By: _____ Tenant

By: Pam Pepper, Mayor

STATE OF IOWA, COUNTY OF WARREN: ss

This instrument was acknowledged before me on this 29 day of November, 2021 by Mark Peay, Tenant.



Cassandra Mosher
Iowa Notary Public

STATE OF IOWA, COUNTY OF WARREN: ss

This instrument was acknowledged before me on this _____ day of _____, 20____, by Pam Pepper, Mayor, City of Indianola, Landlord.

Iowa Notary Public

Bids Due By 4:00pm November 29, 2021
RJ

FARM LEASE - CASH OR CROP SHARES

THIS LEASE ("Lease") is made between City of Indianola ("Landlord"), whose address for the purpose of this Lease is 110 North 1st St., Indianola, Iowa 50125, and Dwight L. Moser ("Tenant"), whose address for the purpose of this Lease is 117 Elm St Milo Ia 50166.

THE PARTIES AGREE AS FOLLOWS:

1. PREMISES AND TERM. Landlord leases to Tenant the following real estate situated in Warren County, Iowa (the "Leased Premises"): Farmland tract 11838, included in property owned by the City that is shown on Exhibit A and legally described as:

The N 1/2 NW 1/4 and the SW 1/4 of the NW 1/4 of Section 2 EXCEPT that part lying South and East of the Old Channel of the Middle River and EXCEPT all North of the center of Middle River Channel in the N 1/2 NW 1/4 of Section 2; ALSO beginning at the Northwest corner of the SW 1/4 of Section 2, thence South 42 rods, thence South 80 degrees East 40 rods, thence North 3 degrees East 49 rods and 4 links, thence West 42 rods and 16 links to the place of beginning (containing 11 Acres and 124 square rods more or less); all in Township 76 North, Range 24 West 5th P.M., Iowa;

AND

The NE 1/4 of Section 3 EXCEPT beginning at the Northwest corner thereof, thence South 66 rods, thence East 6 rods, thence North to Section line, thence West 5 rods to beginning, and EXCEPT all North of the center of Middle River in said NE 1/4 of said Section 3 (containing 48.23 acres more or less); all in Township 76 North, Range 24 West 5th P.M., Warren County, Iowa;

AND

The N 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa;

AND

The S 1/2 of the SE 1/4 of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, EXCEPT that part of parcel "F" of the Southwest Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 12, Page 2 of 76-24 in the office of the Warren County Recorder, that lies within the SW 1/4 of the SE 1/4 of said Section 3;

AND EXCEPT

Parcel "G" of the survey of the Southwest Quarter of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, as shown in Irregular Plat Book 13, Page 2 of 76-24 in the office of the Warren County Recorder, and containing 247.20 acres, more or less;

But Specifically excluding the property as shown on Exhibit B – New Plant Site – Taken Out of Production - That part of the Southeast Quarter of Section 3, Township 76 North, Range 24 West of the Fifth Principal Meridian, Warren County, Iowa described as follows:

Beginning at the Southeast corner of the Southeast Quarter of said Section 3; thence North 88 degrees 36 minutes 24 seconds West along the South line of said Southeast Quarter, 1565.73 feet; thence North 00 degrees 00 minutes 00 seconds East, 48.39 feet; thence North 45 degrees 44 minutes 25 seconds East, 5.89 feet; thence North 00 degrees 00 minutes 00 seconds East, 474.97 to a point on a non-tangent curve; thence Northeasterly along a curve to the right, having a radius of 135.74 feet, a chord bearing of North 31 degrees 27 minutes 59 seconds East and a chord length of 137.81 feet, for an arc length of 144.54 feet to a non-tangent curve; thence North 62 degrees 55 minutes 57 seconds East, 171.63 feet; thence North 30 degrees 00 minutes 00 seconds West, 138.29 feet; thence North 60 degrees 00 minutes 00 seconds East, 115.35 feet to the East line of the Southwest Quarter of said Southeast Quarter; thence North 00 degrees 48 minutes 33 seconds East, 694.62 feet; thence South 89 degrees 11 minutes 27 seconds East, 548.78 feet; thence South 62 degrees 08 minutes 05 seconds East, 37.70 feet; thence South 82 degrees 58 minutes 37 seconds East, 117.96 feet; thence North 63 degrees 16 minutes 10 seconds East, 30.58 feet; thence North 59 degrees 07 minutes 46 seconds East, 54.87 feet; thence North 83 degrees 20 minutes 18 seconds East, 45.47 feet; thence North 89 degrees 20 minutes 37 seconds East, 234.58 feet; thence South 71 degrees 06 minutes 50 seconds East, 174.35 feet; thence South 01 degrees 57 minutes 41 seconds West, 49.39 feet; thence South 08 degrees 37 minutes 52 seconds East, 47.68 feet; thence South 28 degrees 43 minutes 30 seconds East, 194.40 feet to the East line of said Southeast Quarter; thence South 00 degrees 55 minutes 44 seconds West along said East line, 643.62 feet; thence North 90 degrees 00 minutes 00 seconds West, 30.58 feet; thence South 00 degrees 00 minutes 00 seconds East, 143.23 feet; thence North 90 degrees 00 minutes 00 seconds West, 4.37 feet; thence South 00 degrees 00 minutes 00 seconds East, 130.51 feet; thence South 06 degrees 08 minutes 38 seconds East, 35.74 feet; thence South 01 degrees 50 minutes 36 seconds East, 132.22 feet; thence South 16 degrees 30 minutes 55 seconds East, 42.98 feet; thence South 21 degrees 40 minutes 41 seconds East, 17.60 feet; thence South 28 degrees 49 minutes 58 seconds East, 0.11 feet to the East line of said Southeast Quarter; thence South 00 degrees 55 minutes 44 seconds West along said East line, 177.23 feet to the Point of Beginning.

See Exhibit C for Farm Gate Accesses – the two accesses designated on the map are the only accesses the Tenant will be able to use. There will be no access through the wastewater plant site. The entrance for the north field is accessed by using the Lundy Acres drive to existing gate.

See Exhibit D for Outfall Sewer taken out of production for 2021 – the outfall sewer from the new wastewater treatment plant will be installed within a 90' easement. This area is between the two red lines shown in the exhibit. Access to this area is indicated by the blue to the right of the easement. The X behind the blue line indicates where contractor will be allowed to store material for the outfall sewer.

The Leased Premises expressly includes crop on side hills and hay ground located on property as reflected in the map of the Leased Premises.

Possession by Tenant shall be for a term of one (1) year, commencing on March 1, 2022, and ending on March 1, 2023.

The Tenant has had or been offered an opportunity to make an independent investigation as to the acres and boundaries of the premises. In the event that possession cannot be delivered within fifteen (15) days after commencement of this Lease, Tenant may terminate this Lease by giving the Landlord notice in writing.

2. RENT-ONE YEAR LEASE. Tenant shall pay to Landlord as rent for the Leased Premises (the "Rent"):

- a. Total annual cash rent of \$ 32,500, which shall include a per acre price for planting that portion of the Leased Premises set forth in Exhibit D. Rent shall be payable, unless otherwise agreed, as follows: \$ 16,250 on April 1, 2022, and \$ 16,250 on December 15, 2022; and
- b. All real estate taxes due on the Leased Premises in accordance with Paragraph (a).

All Rent is to be paid to Landlord at the address above or at such other place as Landlord may direct in writing. Rent must be in Landlord's possession on or before the due date. Participation of this farm in any offered program by the U.S. Department of Agriculture or any state for crop production control or soil conservation, the observance of the terms and conditions of this program, and the division of farm program payments, requires Landlord's prior written consent.

3. INPUT COSTS AND EXPENSES. Tenant shall prepare the Leased Premises and plant such crops in a timely fashion as may be directed by Tenant. Tenant shall only be entitled to pasture or till those portions of the Leased Premises designated by Landlord. All necessary machinery and equipment, as well as labor, necessary to carry out the terms of this lease shall be furnished by and at the expense of the Tenant.

4. PROPER HUSBANDRY; HARVESTING OF CROPS; CARE OF SOIL, TREES, SHRUBS AND GRASS. Tenant shall farm the Leased Premises in a manner consistent with good husbandry, seek to obtain the best crop production that the soil and crop season will permit, properly care for all growing crops in a manner consistent with good husbandry, and harvest all crops on a timely basis. In the event Tenant fails to do so, Landlord reserves the right, personally or by designated agents, to enter upon the Leased Premises and properly care for and harvest all growing crops, charging the cost of the care and harvest to the Tenant, as part of the Rent. Tenant shall timely control all weeds, including noxious weeds, weeds in the fence rows, along driveways and around buildings throughout the premises. Tenant shall comply with all terms of the conservation plan and any other required environmental plans for the Leased Premises.

Upon request from the Landlord, Tenant shall by August 15 of each lease year provide to the Landlord a written listing showing all crops planted, including the acres of each crop planted, fertilizers, herbicides and insecticides applied showing the place of application, the name and address of the applicator, the type of application and the quantity of such items applied on the lease premises during such year.

Tenant shall distribute upon the poorest tillable soil on the Leased Premises, unless directed otherwise by Landlord, all the manure and compost from the farming operation suitable to be used. Tenant shall not remove from the Leased Premises (corn stalk and/or wheat straw in bales are the property of Tenant and shall be removed by Tenant), nor burn, any straw, stalks, stubble, or similar plant materials,

all of which are recognized as the property of Landlord. Tenant may use these materials, however, upon the Leased Premises for the farming operations. Tenant shall protect all trees, vines and shrubbery upon the Leased Premises from injury by Tenant's cropping operation or livestock.

Tenant shall maintain accurate yield records for the Leased Premises, and upon request, during or after lease term, shall disclose to Landlord, all yield base information required for participation in government program.

a. Soil Erosion. Tenant shall do what is reasonably necessary to control soil erosion including, but not limited to, the maintenance of existing watercourses, waterways, ditches, drainage areas, terraces and tile drains, and abstain from any practice which will cause damage to the Leased Premises. Tenant shall cause the side hill washout to be maintained to prevent further soil erosion.

5. ENVIRONMENTAL.

a. Landlord. To the best of Landlord's knowledge to date:

i) Neither Landlord nor Landlord's former or present tenants are subject to any investigation concerning the premises by any governmental authority under any applicable federal, state, or local codes, rules, and regulations pertaining to air and water quality, the handling, transportation, storage, treatment, usage, or disposal of toxic or hazardous substances, air emissions, other environmental matters, and all zoning and other land use matters.

ii) Any handling, transportation, storage, treatment, or use of toxic or hazardous substances that has occurred on the premises has been in compliance with all applicable federal, state, and local codes, rules, and regulations.

iii) No leak, spill release, discharge, emission, or disposal of toxic or hazardous substances has occurred on the premises.

iv) The soil, groundwater, and soil vapor on or under the premises is free of toxic or hazardous substances except for chemicals (including without limitation fertilizer, herbicides, insecticides) applied in conformance with good farming methods, applicable rules and regulations and the label directions of each chemical.

Landlord shall hold Tenant harmless against liability for removing solid waste disposal sites existing at the execution of this Lease, with the exception that Tenant shall be liable for removal of solid waste disposal sites to the extent that the Tenant created or contributed to the solid waste disposal site at any time.

Landlord shall assume liability and shall indemnify and hold Tenant harmless against any liability or expense arising from any condition which existed, whether known or unknown, at the time of execution of the lease which is not a result of actions of the Tenant or which arises after date of execution, but which is not a result of actions of the Tenant.

Landlord shall disclose in writing to Tenant the existence of any known wells, underground

storage tanks, hazardous waste sites, and solid waste disposal sites. Disclosure may be provided by a properly completed groundwater hazard statement to be supplemented if changes occur.

b. Tenant. Tenant shall comply with all applicable environmental laws concerning application, storage and handling of chemicals (including, without limitation, herbicides and insecticides) and fertilizers. Tenant shall apply any chemicals used for weed or insect control at levels not to exceed the manufacturer's recommendation for the soil types involved. Farm chemicals may be stored on the premises for more than one year. Farm chemicals for use on other properties may be stored on this property. Chemicals stored on the premises shall be stored in clearly marked, tightly closed containers. No chemicals or chemical containers will be disposed of on the premises. Application of chemicals for agricultural purposes per manufacturer's recommendation shall not be construed to constitute disposal.

Tenant shall employ all means appropriate to ensure that well or ground water contamination does not occur and shall be responsible to follow all applicator's licensing requirements. Tenant shall install and maintain safety check valves for injection of any chemicals and/or fertilizers into an irrigation system (injection valve only, not main well check valve). Tenant shall properly post all fields (when posting is required) whenever chemicals are applied by ground or air. Tenant shall haul and spread all manure on appropriate fields at times and in quantities consistent with environmental protection requirements. Tenant shall not dispose of waste oil, tires, batteries, paint, other chemicals or containers anywhere on the premises. Solid waste may not be disposed of on the premises. Tenant shall not use waste oil as a means to suppress dust on any roads on or near the premises. No underground storage tanks, except human waste septic systems that meet current codes, rules, and regulations, shall be maintained on the premises.

Tenant shall immediately notify Landlord of any chemical discharge, leak, or spill which occurs on premises. Tenant shall assume liability and shall indemnify and hold Landlord harmless for any claim or violation of standards which results from Tenant's use of the premises. Tenant shall assume defense of all claims, except claims resulting from Landlord's negligence, in which case each party shall be responsible for that party's defense of any claim. After termination, Tenant shall remain liable for violations which occurred during the term of this Lease.

6. HUNTING AND TRAPPING. Tenant shall not hunt or trap on the premises, nor shall the Tenant permit or allow others to hunt or trap on the premises.

7. BIOSOLIDS. Landlord reserves the right to knife in, inject, and/or surface apply biosolids to the fields on a seasonal basis when crops are not growing. Furthermore, the Landlord shall have the right to land apply biosolids on at least seventy (70) acres that are subject to this lease at any time throughout any year. The seventy-acre area may be on an alternate site provided by Tenant. If Tenant cannot provide an alternate site, the Landlord shall designate the acreage subject to this lease which shall be used for land application of biosolids. Landlord shall give Tenant 30-day notice before any such land application of biosolids except in an emergency situation. Landlord shall not apply biosolids to growing row crops. This lease shall be reduced by \$5,000.00 per year if Tenant must plant hay and not use an alternate site as described above.

8. TERMINATION OF LEASE. This Lease shall automatically terminate upon the expiration of its term. Upon Tenant's default, Landlord shall have the right to terminate this Lease. All notices of

termination of this Lease shall be as provided by law.

9. POSSESSION AND CONDITION AT END OF TERM. At the termination of this Lease, Tenant will relinquish possession of the Leased Premises to the Landlord. If Tenant fails to do so, Tenant agrees to pay Landlord double the rental value of the Leased Premises during the time the tenant holds over as liquidated damages until possession is delivered to Landlord. At the time of delivery of the Leased Premises to Landlord, Tenant shall assure that the Leased Premises is in good order and condition, and substantially the same as it was when received by Tenant at the commencement of this Lease, excusable or insurable loss by fire, unavoidable accidents and ordinary wear, expected.

10. LANDLORD'S RIGHT OF ENTRY AND INSPECTION. In the event notice of termination of this Lease has been properly served, Landlord may enter upon the Leased Premises or authorize someone else to enter upon the Leased Premises to conduct any normal tillage or fertilizer operation after Tenant has completed the harvesting of crops even if this is prior to the date of termination of the lease. Landlord may enter upon the Leased Premises at any reasonable time for the purpose of viewing or seeding or making repairs, or for other reasonable purposes.

11. VIOLATION OF TERMS OF LEASE. If Tenant or Landlord violates the terms of this Lease, the other may pursue the legal and equitable remedies to which each is entitled. Tenant's failure to pay any Rent when due shall cause all unpaid Rent to become immediately due and payable, without any notice to or demand upon Tenant.

12. REPAIRS. Tenant shall maintain the fences on the Leased Premises in good and proper repair. Landlord shall furnish necessary materials for repairs that Landlord deems necessary within a reasonable time after being notified of the need for repairs. Tenant shall haul the materials to the repair site without charge to Landlord.

13. NEW IMPROVEMENTS. Intentionally omitted.

14. WELL, WINDMILL, WATER AND SEPTIC SYSTEMS. Intentionally omitted.

15. EXPENSES INCURRED WITHOUT CONSENT OF LANDLORD. No expense shall be incurred for or on account of the Landlord without first obtaining Landlord's written authorization. Tenant shall take no actions that might cause a mechanic's lien to be imposed upon the Leased Premises.

16. NO AGENCY. Tenant is not an agent of the Landlord.

17. ACCOUNTING. The method used for dividing and accounting for the harvested grain shall be the customary and usual method used in the locale.

18. ATTORNEY FEES AND COURT COSTS. If either party files suit to enforce any of the terms of this Lease, the prevailing party shall be entitled to recover court costs and reasonable attorneys' fees.

19. CHANGE IN LEASE TERMS. The conduct of either party, by act or omission, shall not be construed as a material alteration of this Lease until such provision is reduced to writing and executed by both parties as addendum to this Lease.

20. **CONSTRUCTION.** Words and phrases herein, including the acknowledgment, are construed as in the singular or plural and as the appropriate gender, according to the context.

21. **NOTICES.** The notices contemplated in this Lease shall be made in writing and shall either be delivered in person, or be mailed in the U.S. mail, certified mail to the recipient's last known mailing address, except for the notice of termination set forth in Section 8, which shall be governed by the Code of Iowa.

22. **ASSIGNMENT.** Tenant shall not assign this Lease or sublet the Leased Premises or any portion thereof without prior written authorization of Landlord.

23. **CERTIFICATION.** Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

24. **ADDITIONAL PROVISIONS.**

a. **Property Tax Payments.** Tenant shall be responsible for making all property tax payments due and owing, to the City on April 1 of each year of lease term. Such tax payments shall be remitted to the Landlord as rent, as set forth in Section 2.

DATED: 11-29-21

TENANT

Dwight L. Moser
By: Dwight L. Moser Tenant

CITY OF INDIANOLA, LANDLORD

By: Pam Pepper, Mayor

STATE OF IOWA, COUNTY OF WARREN: ss

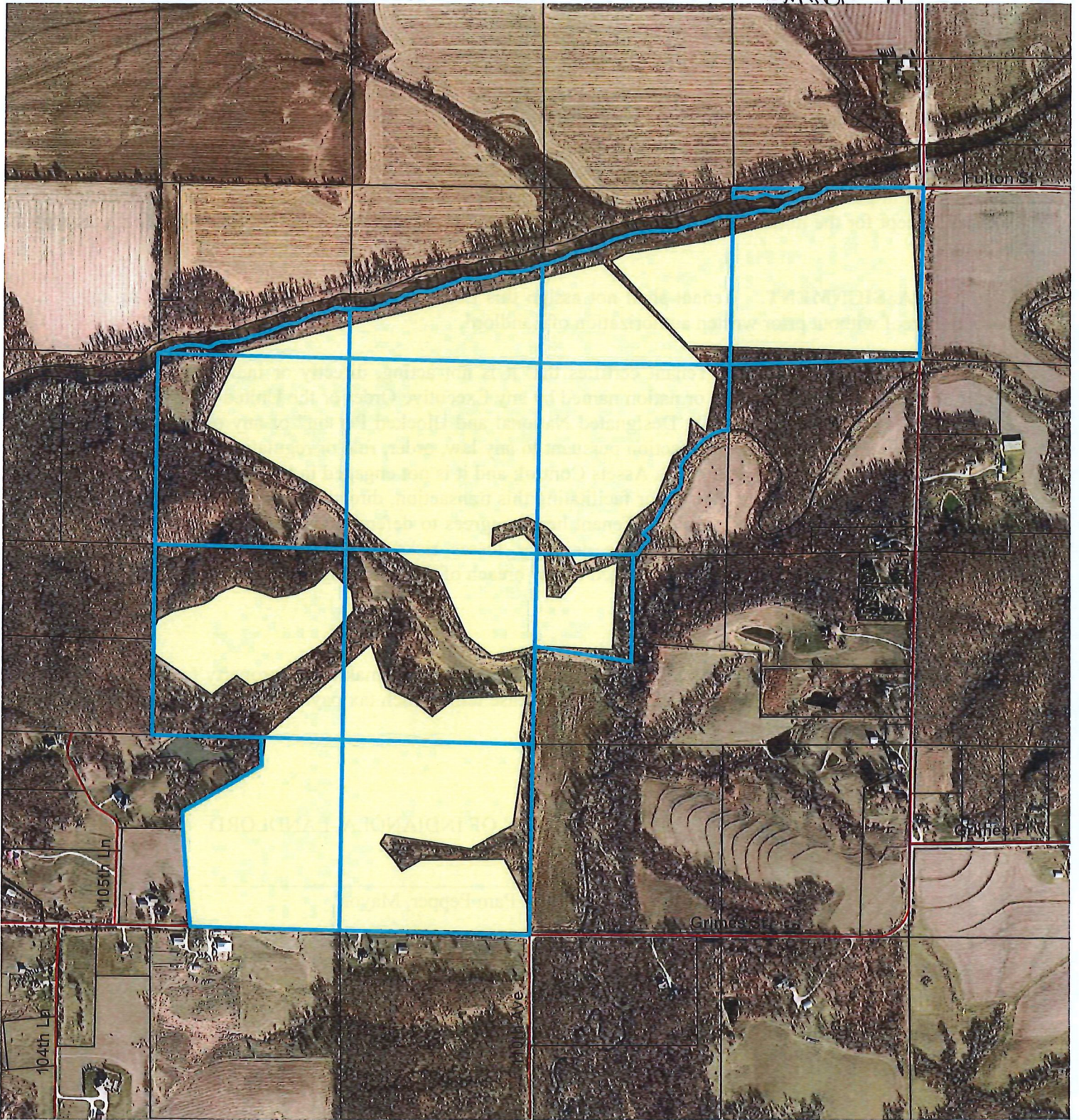
This instrument was acknowledged before me on this ____ day of _____, 20__, by _____, Tenant.

Iowa Notary Public

STATE OF IOWA, COUNTY OF WARREN: ss

This instrument was acknowledged before me on this ____ day of _____, 20__, by Pam Pepper, Mayor, City of Indianola, Landlord.

Iowa Notary Public



City of Indianola
RESOLUTION NO 2021-

RESOLUTION APPROVING A FARM LEASE WITH MZ GRAIN, LLC

WHEREAS, the City has a desire to enter into an agreement with MZ Grain LLC on a farm lease on the property purchased by the City of Indianola in April 2002; and

WHEREAS, the Water Resource Recovery Department reviewed bids and recommends the bid from MZ Grain, LLC in an amount of \$47,100 per year plus property taxes for a one-year period be approved; and

WHEREAS, the Water Resource Recovery Department recommends awarding the agreement to MZ Grain, LLC in an amount of \$47,100 per year plus property taxes for a one-year period.

NOW, THEREFORE, BE IT RESOLVED, that the Indianola City Council hereby approves the farm lease agreement with MZ Grain, LLC in an amount of \$47,100 per year plus property taxes for a one-year period beginning March 1, 2022 and the Mayor or Interim City Manager are hereby authorized and directed to execute the documents on behalf of the City.

Passed and approved this 6th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 6, 2021

Subject: Resolution approving the granting of a Public Utility Easement on 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.

Introduction:

Background: At its November 1 meeting, the City Council held a public hearing regarding the right-of-way vacation and conveyance of an alley. The alley proposed to be vacated is an improved alley that currently sits between ground that is owned by the applicant on the east side, and by Marilyn D. Reinholdt and the Marlene K. Nordhagen Revocable Trust on the west side. As noted on November 1, there are public utilities located in this alley. Third Consideration of the alley vacation is also being considered at the December 6 meeting, so the granting of the easement is necessary at this time.

Discussion:

Budget Impact:

Recommendation: Staff and the Planning and Zoning Commission recommend the Council grant a Public Utility Easement to the City.

Attachments:

1. Res 2021- approving PUE for Alley
2. Public Utility Easement

City of Indianola
RESOLUTION NO. 2021-

**RESOLUTION APPROVING A PUBLIC UTILITY EASEMENT FOR PORTIONS OF THE NORTH/SOUTH ALLEY
OF THE PLAT OF JONES AND WINDLES ADDITION**

WHEREAS, the City of Indianola is in need of certain public utility easements in order for the vacation and sale of the following alley:

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, the City Council believes it to be in the best interest of the City to approve and accept the public utility easement agreement.

BE IT, THEREFORE, RESOLVED by the City of Indianola, Iowa, that the public utility easement in the form attached hereto as Exhibit A, is hereby approved and accepted.

BE IT FURTHER RESOLVED that the Mayor and the City Clerk are hereby authorized to execute said Agreement on behalf of the City of Indianola, Iowa.

DATED this 6th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk

When Recorded Return to:

City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

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

Phone: 515-274-1450

PUBLIC UTILITY EASEMENT

The undersigned, City of Indianola, Iowa, hereinafter referred to as "Grantor", in consideration of the sum of one dollar (\$1.00), and other valuable consideration, does hereby sell, grant and convey unto the City of Indianola, Iowa, a municipal corporation, in the County of Warren, State of Iowa, hereinafter referred to as "Grantee" or "City", a permanent easement under, through, and across 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.

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

Public Utilities

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

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

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

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

5. Liability. Except as may be caused by the negligent acts or omissions of the City, its employees, agents or its representatives, the City shall not be liable for injury or property damage occurring in or to the Easement Area, the property abutting said Easement Area, nor for property damage or any improvements or obstructions thereon resulting from the City's exercise of this Easement.

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this ____ day of _____ 2021.

CITY OF INDIANOLA, IOWA

By: _____
Pam Pepper, Mayor

Attest:

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the ____ day of _____ 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pam Pepper and Jackie Raffety, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation and the said Pam Pepper and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 6, 2021
Subject: Resolution approving Amendment Number 1 to the Agreement with Snyder and Associates for the Hillcrest Avenue Pavement Reconstruction Project.

Introduction:

Background: The City Council, at their meeting on May 17, 2021, approved an agreement with Snyder & Associates to provide engineering services to reconstruct the pavement infrastructure on Hillcrest Avenue, from North 4th Street to North 14th Street. As a part of this service, some of the engineering design was dependent on the vehicular traffic counts performed by Iowa DOT. The Iowa DOT collects vehicular traffic counts once every four years. The most recent count was performed in 2020, where the vehicular traffic was significantly lower than normal due to the ongoing pandemic. The Iowa DOT also has traffic counts from 2016, which is five years old and does not accurately reflect the traffic growth. Therefore, there is a need to collect the present vehicular traffic counts and use them in the engineering design.

Discussion: Amendment No. 1 to the previously approved agreement has been presented by Snyder and Associates, Inc., in the amount of \$2,400, bringing the total contract amount from \$598,850 to \$601,250.

Budget Impact: The funding for this work is included in FY2022, FY2023, and FY2024 Street Capital Project Fund (Fund 321) for a total amount of \$4,522,600. Of this total amount of \$4,522,600, the City will be receiving \$3,100,000 of STBG funding from the Iowa DOT and the Central Iowa Regional Transportation Planning Alliance (CIRTPA). The proposed contract fees with Snyder & Associates for \$601,250 will be distributed between FY2022, FY2023, and FY2024.

Recommendation: Staff is recommending council to approve Amendment No. 1 to the agreement with Snyder and Associates, Inc. as presented.

Attachments:

1. Amend1_SuppAgmt28_Current_Hillcrest-Ave-Improvements_Signed (2021-11-19)
2. Res 2021- Amend 1 Snyder Contract Hillcrest Ave

Project No.: 121.0558.01

**Amendment No. 1
to
Supplemental Agreement No. 28
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:

East Hillcrest Avenue Reconstruction – North 4th Street to North 14th Street

PROJECT DESCRIPTION:

See Supplemental Agreement No. 28

SCOPE OF WORK:

Turning movement traffic counts will be conducted on East Hillcrest Avenue during a normal weekday 24-hour period at the intersections of North Jefferson Way, North 9th Street, and North 14th Street. Counts will be conducted simultaneously. Count data will be summarized for each 15-minute period, peak hour periods (morning, midday, and evening), and daily, all of which will be provided in PDF format.

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 \$2,400.

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:

12/6/2021

EXHIBIT 'B'

**SNYDER & ASSOCIATES, INC.
2021-22
STANDARD FEE SCHEDULE**

Billing Classification/Level		Billing Rate
Professional		
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
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		
<i>CADD, Survey, Construction Observation</i>		
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	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	

RESOLUTION NO. _____

RESOLUTION APPROVING AN AMENDMENT TO THE AGREEMENT WITH SNYDER AND ASSOCIATES, INC. FOR EAST HILLCREST AVENUE RECONSTRUCTION PROJECT

WHEREAS, the City Council has determined it appropriate to work on the East Hillcrest Avenue Reconstruction Project (will be referred as the “Project”), where pavement reconstruction is required to replace the failed pavement infrastructure on Hillcrest Avenue, from North 4th Street to North 14th Street; and

WHEREAS, on May 17, 2021, the City Council of the City of Indianola, Iowa, authorized the execution of Professional Services Agreement, Supplemental Agreement No. 28, with Snyder & Associates, Inc., by Resolution No. 2021-124, for the aforementioned project; and,

WHEREAS, the project itself has experienced an increase in scope, where additional project requirements were identified related to the collection of present-day vehicular traffic data counts; and

WHEREAS, Snyder & Associates, Inc. have submitted Amendment No. 1 to the Professional Services Agreement, Supplemental Agreement No. 28, for the project in the amount of \$2,400.

WHEREAS, the Council finds that the proposed amendment to the 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 Amendment No. 1, to the Supplemental Agreement No. 28, for increase in scope for the project in the amount of \$2,400 (bringing the total contract amount from \$598,850 to \$601,250) is approved and the Mayor is authorized to execute all necessary documents associated with the project.

APPROVED this 6th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 6, 2021

Subject: Third 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
2. Nordhagen Revocable Trust Deed
3. Reinholdt Deed
4. VYMETAL Deed
5. JK Deed

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: _____

WHEN RECORDED RETURN TO:

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

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

Taxpayer Information: Marlene K Nordhagen Revocable Trust, 1007 North Howard Street, Indianola, Iowa 50125

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to the Marlene K Nordhagen Revocable Trust all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The West half of the North/South alley that lies West of Lot 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

And;

The West half of the North/South alley that lies West of the South half of the East/West alley that lies North of Lot 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for public utilities.

This deed is exempt according to Iowa Code section 428A.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

City of Indianola, Iowa

By: _____
Pam Pepper, Mayor

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pam Pepper and Jackie Raffety, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day of _____, 2021, and the said Pam Pepper and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by its and by them voluntarily executed.

Notary Public in and for the State of Iowa

WHEN RECORDED RETURN TO:

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

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

Taxpayer Information: Marilyn D Reinholdt, 603 West 1st Avenue, Indianola, Iowa 50125

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to the Marilyn D Reinholdt all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The West half of the North/South alley that lies West of Lot 15 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

And;

The West half of the North/South alley that lies West of the North half of the East/West alley that lies South of Lot 15 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for public utilities.

This deed is exempt according to Iowa Code section 428A.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

City of Indianola, Iowa

By: _____
Pam Pepper, Mayor

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pam Pepper and Jackie Raffety, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day of _____, 2021, and the said Pam Pepper and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by its and by them voluntarily executed.

Notary Public in and for the State of Iowa

WHEN RECORDED RETURN TO:

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

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

Taxpayer Information: Joseph Anton III and Jennifer Ann Vymetal, 601 West 1st Avenue, Indianola, Iowa 50125

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to Joseph Anton III and Jennifer Ann Vymetal, all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The East half of the North/South alley that lies West of Lot 15 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

And;

The East half of the North/South alley that lies West of the North half of the East/West alley that lies South of Lot 15 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for public utilities.

This deed is exempt according to Iowa Code section 428A.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

City of Indianola, Iowa

By: _____
Pam Pepper, Mayor

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pam Pepper and Jackie Raffety, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day of _____, 2021, and the said Pam Pepper and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by its and by them voluntarily executed.

Notary Public in and for the State of Iowa

WHEN RECORDED RETURN TO:

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

Preparer Information: Amy S. Beattie, 6701 Westown Parkway, Suite 100, West Des Moines, Iowa 50266 (515) 274-1450
Taxpayer Information: JK Management LLC, 510 West 2nd Avenue, Indianola, Iowa 50125

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the City of Indianola, Iowa does hereby Quit Claim to JK Management LLC, aa Iowa limited liability company, all its right, title, interest, estate, claim and demand in the following described real estate in Warren County, Iowa:

The East half of the North/South alley that lies West of Lot 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

And;

The East half of the North/South alley that lies West of the South half of the East/West alley that lies North of Lot 16 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa;

Subject to all easements, covenants, and restrictions of record and subject to easement rights to the City of Indianola for public utilities.

This deed is exempt according to Iowa Code section 428A.2(6).

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

Dated: _____

City of Indianola, Iowa

By: _____
Pam Pepper, Mayor

By: _____
Jackie Raffety, City Clerk

STATE OF IOWA, WARREN COUNTY

On the ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Pam Pepper and Jackie Raffety, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation, and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola on the ____ day of _____, 2021, and the said Pam Pepper and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by its and by them voluntarily executed.

Notary Public in and for the State of Iowa



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 6, 2021

Subject: Second 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: Andy Lent, Asst. City Manager/CFO
Date: December 6, 2021
Subject: Second 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.

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: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 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:

John Schumacher, Police Officer start at PO Hire \$59,234.71/year, effective November 15, 2021; and

Alison Brown, Teen Services and Marketing to CE6-3 \$52,964.02/year, effective November 21, 2021; and

Charlie Dissell, Community and Economic Development Director, to Interim City Manager/Community and Economic Development Director CE13-8 \$139,575.56/year, effective December 5, 2021 (salary increase due to additional duties in absence of a City Manager and will revert to \$115,590.53/year upon a new City Manager starting); and

Andrew Lent, Finance Director/Assistant City Manager, to CE13-10 \$127,920.93/year, effective December 5, 2021 (salary increase due to additional duties in absence of a City Manager and will revert to \$121,829.46/year upon a new City Manager starting); and

Cassandra Mosher, Deputy City Clerk/Administrative Clerk to CE4-6 \$50,174.45/year, effective December 5, 2021 (salary increase due to additional duties in absence of a City Manager and will revert to \$47,785.19/year upon a new City Manager starting); and

Jacqueline Raffety, Assistant Finance Director/City Clerk to CE7-5 \$65,810.91/year, effective December 5, 2021 (salary increase due to additional duties in absence of a City Manager and will revert to \$62,677.06/year upon a new City Manager starting); and

Courtney Silliman, Director of Human Resources, to CE10-4 \$82,067.53/year, effective December 5, 2021 (salary increase due to additional duties in absence of a City Manager and will revert to \$78,159.55/year upon a new City Manager starting); and

Connor Skultety, Operations Specialist, to R19-2.5 \$48,924.65/year, effective December 5, 2021.

Passed and approved this 6th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Asst. Finance Director

Date: December 6, 2021

Subject: Consideration of the re-appointment of Kathy Turnball to the Parks and Recreation Commission for a term beginning January 1, 2022 and ending July 1, 2022.

Recommendation: Roll call is in order.

Attachments: 1. Turnball Renewal Application



OCT 18 2021

INDIANOLA, IOWA

City Clerk's Office

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov

515-961-9410 phone • 515.961.9402 fax

Volunteer Application Form to Serve on a City Board or Commission

There are numerous Boards and Commissions to advise the City Council. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interested citizens. This form assists the City Council in evaluating the qualifications of applicants for appointment to a board, commission or committee. State law requires political subdivisions to make a good faith effort to balance appointive boards, commissions, committees, and councils authorized by the Code of Iowa according to gender by January 1, 2012, and each year thereafter. When terms have expired or vacancies occur, appointments are made during regular City Council meetings that take place on the first and third Monday.

To be considered, interested individuals must live within City limits and must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

Personal Information

Name: Kathy Turnbull		Today's Date: 10/14/2021	
Street Address: 1404 Lundahl Ct			
City, State, Zip: Indianola, IA 50125		Years Resided in Indianola: 38 yrs.	
Email: K Turnbull@gmail.com			
Home Phone: 515-669-2134	Cell Phone: Same	Work Phone: _____	
Occupation: Retired tchr / Adjunct			
Have you previously volunteered on a City Board, here or elsewhere?			
Board Name: Parks & Rec	Years Served: 7 years	City: Indianola	
Gender: Female	Age (Optional): 66	Race (Optional):	
Application for (Name of Board/Commission or Committee): Parks & Rec			
Why do you want to serve on this Board/Commission or Committee? Continue to see growth in programs & community			
What will you contribute to this Board/Commission or Committee? Regular attendance / Advocate			

October 14, 2021

To Whom It May Concern:

I wish to submit my request to serve another term on the Parks and Recreation Commission. I believe my 35+ years in the community qualifies me to serve. I have been a teacher in the Indianola School System until retirement in 2018. I have continued to be a part of the community. I currently am a poll worker at elections. I keep abreast of issues involving our community and have a child and grandchildren who live in the community and attend school here.

Thank you for considering me for another term on the Park and Recreation Commission. I wish to continue to support our community in any way I can. I believe in the work of the leadership and staff of the Parks and Recreation Department and desire to work beside them to continue to foster growth and programming.

Sincerely,

A handwritten signature in cursive script that reads "Kathy Turnball". The signature is fluid and elegant, with the first name "Kathy" and last name "Turnball" clearly distinguishable.

Kathy Turnball

KATHY J. TURNBALL

KJTURNBALL@GMAIL.COM • 1404 LUNDAHL COURT • INDIANOLA, IOWA 50125 • (515)669-2134

OBJECTIVE

Utilize my skills and experiences to develop the next generation of educators by providing support, knowledge and direction through mentor-teacher relationships.

EXPERIENCE

- | | | |
|---|--|-------------------|
| 2015 – 2018 | Indianola Community Schools | Indianola, Iowa |
| <i>Teacher Leader</i> | | |
| <ul style="list-style-type: none">■ Part of the Teacher Quality Grant serving first and second year district teachers■ Presenter at the National Conference related to role as Teacher/Leader | | |
| 2007 – 2015 | Simpson College | Indianola, Iowa |
| <i>Adjunct Faculty Member</i> | | |
| <ul style="list-style-type: none">■ Organized, prepared and administered social studies practicum course materials■ Facilitated completion of student teaching requirements through utilization of my teaching position■ Supervised students in an actual classroom and assess their strengths and teaching abilities | | |
| 1996 – 2015 | Indianola Middle School | Indianola, Iowa |
| <i>American History – Civics – Care Teacher</i> | | |
| <ul style="list-style-type: none">■ Collaborative experience as a member of an interdisciplinary team■ Co-facilitator of State Department of Education certification program for beginning teachers covering three area school districts■ Frequent presenter of district initiatives at national education conferences■ Supervising teacher for student teachers and practicum students■ Teacher Leader of various district curriculum and focus groups | | |
| 1993 – 1996 | Indianola Junior High School | Indianola, Iowa |
| <i>Multi-Categorical Resource Room Teacher</i> | | |
| <ul style="list-style-type: none">■ Collaborative teaching experience in English, Math and Social Studies■ Involved in the development and implementation of the team concept at middle grade levels■ Member of district level committees | | |
| 1978 – 1983 | Stuart, Des Moines, Mt. Union Schools | Various Locations |
| <i>Resource – Self-Contained Special Education Teacher</i> | | |
| <ul style="list-style-type: none">■ Taught self-contained communication skills and history classes■ Instructed in a special education department model | | |

EDUCATION

- | | |
|--|--|
| M.Ed., Collaborate Learning and Teaching (2007) | Graceland University, Lamoni, Iowa |
| Grades 5 - 12 American History Endorsement (1996) | Drake University, Des Moines, Iowa |
| Bachelors of Special Education (1978) | Truman State University, Kirksville, Missouri |

ACTIVITIES

Academy of School Improvement facilitator, Indianola Middle School Leadership Team, Presenter at National SREB Conferences, Professional Educators of Iowa, Indianola PEI Secretary, Warren County Leadership Institute graduate



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Asst. Finance Director

Date: December 6, 2021

Subject: Consideration of the re-appointment of Kathy Turnball to serve on the Parks and Recreation Commission for a term beginning July 1, 2022 and ending July 1, 2025.

Recommendation: Roll call is in order.

Attachments: None



—Office of the Mayor—

PROCLAMATION Human Rights Day

Whereas, the United Nations General Assembly adopted the Universal Declaration of Human Rights on December 10, 1948, which proclaims the inalienable rights that everyone is entitled to as a human being, regardless of race, color, religion, sex, language, political opinion or affiliation, national or social origin, property, or any other status; and

Whereas, December 10 is now known as Human Rights Day. The theme for 2021 focuses on the principles of equality and non-discrimination, including addressing and finding solutions for deep-rooted forms of discrimination that affect the most vulnerable people in society; and

Whereas, Human Rights are a common standard of achievement for all peoples and nations and is the foundation of freedom, justice and peace in the world; and

Whereas, the Day is a time to peacefully celebrate the fundamental freedoms enshrined in the Declaration of Human Rights and honor those who work to promote and protect those rights; and

Whereas, observing Human Rights Day is an opportunity to reaffirm our commitment to building an equal and just community where all feel welcome to live, work and play.

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 December 10, 2021 to be

HUMAN RIGHTS DAY

in the City of Indianola.

In Witness Whereof, I have hereunto set my hand and seal this 6th day of December 2021.

Pam Pepper, Mayor



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Asst. Finance Director

Date: December 6, 2021

Subject: Consideration of the appointment of Nia Chiaramonte to the Human Relations Commission for a term beginning immediately and ending July 1, 2022.

Recommendation: Roll call is in order.

Attachments: 1. Chiaramonte Application



City Clerk's Office

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

Volunteer Application Form to Serve on a City Board or Commission

There are numerous Boards and Commissions to advise the City Council. Terms for the Boards and Commissions vary and are established by Municipal Code. These boards and commissions are vital to the success of the community and are comprised of interested citizens. This form assists the City Council in evaluating the qualifications of applicants for appointment to a board, commission or committee. State law requires political subdivisions to make a good faith effort to balance appointive boards, commissions, committees, and councils authorized by the Code of Iowa according to gender by January 1, 2012, and each year thereafter. When terms have expired or vacancies occur, appointments are made during regular City Council meetings that take place on the first and third Monday.

To be considered, interested individuals must live within City limits and must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

Personal Information

Name: Nia Chiaramonte		Today's Date: 9/19/2021	
Street Address: 8064 103rd Ave.			
City, State, Zip: Indianola, IA, 50125		Years Resided in Indianola: 4	
Email: nia.chiaramonte@gmail.com			
Home Phone: NA	Cell Phone: 515-779-0187	Work Phone: 515-270-0405 ext. 14534	
Occupation: Director of Human Resources, Heartland Area Education Agency			
Have you previously volunteered on a City Board, here or elsewhere? No			
Board Name: NA		Years Served: NA	City: NA
Gender: Female	Age (Optional): 38	Race (Optional): White	
Application for (Name of Board/Commission or Committee): Human Relations Commission			
Why do you want to serve on this Board/Commission or Committee? After moving to Indianola 4 years ago, I feel now is the time for me to get involved in my civic community. I have a background in Human Resources, and as a transgender woman, I was excited to see Indianola restart this commission. I feel that everyone deserves the right to feel safe in their community, and I hope to be a part of increasing community awareness around diversity, equity & inclusion.			
What will you contribute to this Board/Commission or Committee? As a transgender woman living in Indianola and a Human Resources Director with employees who office on the square in Indianola, I feel as though I'm uniquely qualified not only through my personal perspective, but also through my work experience, to help promote goodwill and minimize discriminatory practices in Indianola. My experience as an HR Director has given me experience with mediating difficult situations, and my experience as a transgender woman and parent to a son with Cerebral Palsy has giving me everyday perspective as to how discrimination and exclusion work in our community.			

Please attach additional pages if necessary.

Boards, Commissions and Committees

☐	Board of Adjustment/Appeals meets the first Wednesday of the Month at 6:00 p.m. in the City Hall Council Chambers. This Board reviews applications for variances (zoning setbacks, lot area, off street parking, etc.), rules on special uses and structures listed, and listens to/decides upon appeals or administrative decisions. The Board consists of five members who serve 5-year terms. This Commission is appointed by the City Council.
☐	Civil Service Commission meets on-call. The Commission administers the civil service procedure and is involved in the hiring process for the Fire and Police Department as specified by code. The Commission consists of three members that serve 4- year terms.
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☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

Hello!

My name is Nia Chiaramonte, and it is my pleasure to introduce myself as a candidate for one of the open Human Relations Commission appointments for the City of Indianola.

I believe my personal and professional lives have been in a flow of growth leading up to this point in time that makes me a great match for what you are looking for in an appointee.

Before I tell you about myself, I will mention that while I do consider Indianola my community, and my kids attend Indianola Middle School, Emerson Elementary and Indianola Preschool, we do live outside of the city limits. I understand that this may disqualify me, however, in the spirit of inclusion, I wanted to submit my application for consideration.

With that said, I have been in charge of HR for Heartland Area Education Agency (AEA) for the last 8 years. This includes acting as the HR Manager and currently the Director of HR.

My vision for my current organization, and the way I lead us forward is to make sure everyone feels loved and valued, while aiming to create efficient organizational structures that allow for clear communication. I believe these skills would serve the Commission well.

In the last 10 years that I have been at Heartland AEA I have accomplished the following:

- Created collaborative relationships with our employment unions
- Created a health and wellness program with over 75% employee engagement
- Assisted in leading a program to improve culture and climate of our Agency using the Denison Employee Engagement and Culture
- Served as the Equity Coordinator
- Successfully mediated many employee disputes

Personally, I have been on my own growth journey. I came out as a transgender woman in 2019 while working in a leadership role at Heartland AEA. I know about living in a community and culture that matters and that is inclusive and safe, because I helped create that community at Heartland; one where I felt comfortable moving forward and coming out. I am passionate about equity and inclusion, and as someone who has been marginalized myself, along with being a parent to a son with special needs, I know there are good things happening in the City of Indianola, as well as opportunities for improvement.

If chosen, I am excited to serve on this commission and I look forward to hearing from you.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nia Chiaramonte', with a stylized, flowing script.

Nia Chiaramonte

NIA CHIARAMONTE, SPHR, SHRM-SCP, pHCLE

515-779-0187 | nia.chiaramonte@gmail.com

HUMAN RESOURCES DIRECTOR

Employee Relations | Leadership Training | Recruiting and
Onboarding | Compensation | Organizational Development

Moving the Organization forward through Human Capital Relationship Building

Strategic and innovative HR Executive who translates vision into HR initiatives that move toward a high performing organization. Empowering other leaders and top executives with a unique perspective and appreciation that human capital is every organization's greatest asset. Valuing people above all, moving the organization forward.

Signature HR Qualifications

HR Best Practices	Organizational Development	Union Relations
Employee Relations & Diversity	Employee Performance Improvement	Workforce Planning & Development
Talent Acquisition	Leadership Development	Compensation Strategies
Staff Coaching & Mentoring	HR Policy, Process & Systems Design	Employee/Employer Communications

PROFESSIONAL EXPERIENCE

HEARTLAND AREA EDUCATION AGENCY | Des Moines, IA | Intermediate Education Agency

2018 – Present

Director of Human Resources

Top HR leader at Heartland Area Education Agency (AEA), directing 4 HR professionals in staffing, recruitment, benefits, compensation, training, leadership development, succession planning, organizational development, and regulatory compliance.

- **HR Organization Leadership:** Supported cultural changes and employee engagement programs to ensure a high performing organization. Implemented leadership training including tabletop "what if" scenarios for leaders relating to performance, attendance, and other issues.
- **Workforce Planning:** Worked with other senior executives on strategic workforce planning including succession planning to minimize downtime and serve clients to the maximum capacity.
- **Organization Transformation:** Increased employee scores on the Denison Employee Engagement and Culture survey from the 27th percentile in 2012 to the 86th percentile in 2018. Implemented Stay Interviews for employee feedback.
- **Workplace Practice:** Introduced one-way and live video interviewing as part of the standard hiring process. Oversaw all HR Compliance related matters including FMLA, ADA, FLSA, and all other acts pertaining to the organization. Implemented a flex-time policy which reduced overtime hours and increased flexibility for employees.
- **Employee Relations:** Scheduled and facilitated monthly collaboration meetings with an Education union and a Teamsters union to ensure fair labor practices were followed and fair wages and benefits were offered.

HEARTLAND AREA EDUCATION AGENCY | Des Moines, IA

2013 – 2018

Human Resources Manager

Led the day-to-day operations of the HR department, including all compliance, recruiting and retention activities, as well as supporting employee engagement and employee relations issues. Oversaw 4 HR professionals.

- **HRIS Technology:** Drove transition from outdated HR Applicant Tracking system into a more efficient platform with integrated interview scheduling and interview note taking capabilities for efficiency across the organization.
- **Wellness Program:** Created and implemented a wellness program, including incentives, challenges and proactive health screenings and assessments. Maintained a 0% medical premium increase over a 4 year period.
- **Affirmative Action:** Created and maintained an affirmative action plan and served as the Agency's Compliance Officer.
- **Workforce Expansion:** Increased staffing by 10% over 3 years. Revised interview protocol and procedures and standardized interview questions.

HEARTLAND AREA EDUCATION AGENCY | Des Moines, IA
Human Resources Generalist

2011 – 2013

Performed work as an HR Generalist, including compensation analysis, benefit analysis, staff handbook maintenance and updates, full-cycle recruiting, working with supervisors regarding employee hiring and exit, and professional development for employees.

- **HR Operations:** Made sure all staff were appropriately licensed to work in the schools system.
Updated HR systems and maintained an automated system of reminders for employee trainings and licensure.
- **HR Operations:** Worked with another HR Generalist to ensure recruiting goals were met and the highest quality individuals were selected by managers for openings. Ensured daily compliance with all HR laws and procedures.

MANPOWER GROUP | Des Moines, IA | \$21B Global HR Staffing and Consulting Firm
Recruiter

2008 – 2011

Recruited professional level candidates to Accounting, Technology, Engineering, and Scientific positions for clients. Performed full-cycle recruiting, onboarding and employee relations with employees and for client companies, including Fortune 500 companies.

APPLEONE EMPLOYMENT GROUP | Des Moines, IA | Largest privately held staffing firm in the world
Staffing & Recruitment Associate

2006 – 2008

Managed a full desk of recruiting and sales, recruiting job applicants for positions including blue collar and executive level, serving and selling to clients of 5 employees up to 400,000 employees.

EDUCATION & PROFESSIONAL CREDENTIALS

Bachelor of Science Degree – Psychology – University of Northern Iowa
Senior Professional in Human Resources (SPHR)
Society of Human Resources Management Senior Certified Professional (SHRM-SCP)
Professional Human Capital Leader in Education (pHCLE)
MBA in HR Management - Northwest Missouri State (projected completion 2022)

PROFESSIONAL HR AFFILIATIONS

Member - Society for Human Resources Management (SHRM)
Member - American Association of School Personnel Administrators (AASPA)
Member - School Administrators of Iowa (SAI)



MEMORANDUM

To: Mayor and City Council

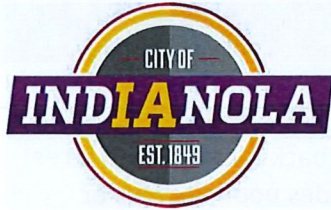
From:

Date: December 6, 2021

Subject: Consideration of the appointment of Tara Elcock to the Human Relations Commission for a term beginning immediately and ending July 1, 2023.

Recommendation: Roll call is in order.

Attachments: 1. Elcock Application



City Clerk's Office

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

Volunteer Application Form to Serve on a City Board or Commission

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To be considered, interested individuals must live within City limits and must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

Personal Information

Name: Tara Elcock		Today's Date: 10/15/2021	
Street Address: 2304 W. Henderson Avenue			
City, State, Zip: Indianola, Iowa 50125		Years Resided in Indianola: within city limits: 2.25; within Indianola: 13.5	
Email: elcocklawfirm@msn.com			
Home Phone:		Cell Phone: (515) 238-2592	
Work Phone:			
Occupation: attorney--managing partner Elcock Law Firm, PLC			
Have you previously volunteered on a City Board, here or elsewhere?			
Board Name:		Years Served:	
City:			
Gender: Female		Age (Optional):	
Race (Optional):			
Application for (Name of Board/Commission or Committee): Human Relations Commission			
Why do you want to serve on this Board/Commission or Committee? I have a passion for working toward equality and helping those who may be considered an underdog. Generally, those who need the most assistance are the most underrepresented. In my profession, I work daily with these individuals and those who need help navigating through the legal system and their individual rights			
What will you contribute to this Board/Commission or Committee? I am submitting a copy of my resume with this application because it describes my experiences, which include volunteer work with Iowa Civils Rights Commission as a screener, with the Polk County Hate Crimes Taskforce, on the Board of the Iowa Civil Liberties Union, on the Indianola Preshool Board, among other areas where I have given back to my community. Additionally, I sat on a panel and participated in the planning and establishing of this commission.			

Please attach additional pages if necessary.

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☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

Tara M. Elcock
Elcock Law Firm, P.L.C.
P.O. Box 72
Indianola, Iowa 50125
(515) 238-2592
elcocklawfirm@msn.com

EDUCATION

Drake University Law School, Des Moines, Iowa
Doctor of Jurisprudence – May 2002
Legislative Practice Certificate – May 2002
The Ferguson Prize for public service

Advanced Legislation Sequence—Legislative Practice Certificate

Administrative Law – The course provided an overview of federal and state law spelling out the powers and principles of administrative agencies and the legal remedies available to persons wronged by administrative action.

State and Local Government Law – This course provided an in-depth study of the sources of, and limitations on, the power of local governmental units.

Legislation – The course focused on the legislative process, constitutional requirements of state legislation, judicial construction of statutory words and phrases, and bill drafting.

Legislative Internship – This internship provided a practical component of the Legislation course where students worked with Iowa lawmakers during the annual legislative session.

Legislative Practice – This course combined a classroom component with individual assignments to assist with research and drafting on topical legislative initiatives for the Iowa General Assembly.

Legislative Practice Internship – Enrollment in this course involved assignment as an intern to a public interest group, association or government agency that was advocating for or against legislation, or to research staff of legislative caucuses or support agencies.

Drake University, Des Moines, Iowa
Master of Public Administration – December 2002
Pi Alpha Alpha - National Honorary Society

Iowa State University, Ames, Iowa
Bachelor of Science in Accounting – May 1998

EMPLOYMENT AND EXPERIENCE

Elcock Law Firm, PLC, Indianola, Iowa
Managing Partner, Owner, June 2005 – Present

Practicing in General Practice—including civil, juvenile law, family law, probate, family law mediations, and collaborative law

Drake University Legal Clinic, Des Moines, Iowa

Adjunct Instructor, General Civil Clinic, May 2006 – August 2008, Summer 2011, Summer 2012, and Summer 2013--summers only

Practicing in and managing the general civil caseload in adjunct capacity.

Drake University Legal Clinic, Des Moines, Iowa

Adjunct Professor, Elder Law Clinic, January 2007 – August 2008

Practicing in, managing, and supervising students and clinic assistants in the elder law clinic. Practicing in and managing the general civil caseload during the summer term.

Law Firm of Steven V. Lawyer & Associates, PLC, Des Moines, Iowa

Associate Litigation Attorney, May 5, 2003 – June 2005.

Practicing in Family Law, Civil Rights and Employment Discrimination, and Personal Injury.

Nyemaster, Goode, Voigts, West, Hansell & O'Brien, PC, Des Moines, Iowa

Tax Consultant through tax season, January 2003-April 2003

Worked directly with tax attorneys in individual and business tax, as well as legal research.

Legal Aid Society of Polk County, Des Moines, Iowa

Family Law Attorney, May 2002-November 2002

Represented low-income clients of all ages in various areas of family law including dissolutions, child custody and support, visitation rights, protective orders, as well as other areas affecting families' needs during this process.

Drake University Law School, Des Moines, Iowa

Research Assistant to Professor Sally Frank, January 2002 – May 2002

Performed legal research and drafted court documents for Professor Frank. Assisted with student supervision and client representation.

Iowa Civil Liberties Union, Des Moines, Iowa

Lobbyist Intern with Marty Ryan, January 2002 – May 2002

Researched, drafted bill amendments, and lobbied during the 2002 Iowa Legislative Session.

Roxanne Conlin & Associates, Des Moines, Iowa

Law Clerk, October 2000 – May 2002

Conducted client interviews, performed legal research, and wrote various legal memoranda and briefs to the court and opposing counsel. Played an integral part in civil jury cases including assistance with discovery, drafting petitions, motions, and appeals, and attending mediations, hearings and trials.

Drake University Legal Clinic (General Civil), Des Moines, Iowa

Student Attorney, August 2001 – May 2002

Represented clients in various areas of Iowa Civil Law under the supervision of Sally Frank. Conducted fact investigations, drafted documents, handled negotiations and a general civil caseload that included dissolutions, adoptions, domestic abuse protective orders, and small claims.

Senator Maggie Tinsman, Des Moines, Iowa

Legislative Intern, January 2001 – May 2001

Assisted and advised the State Senator on various legislative policies and current events. Completed an extensive project on the development of a community Teen Court.

Drake Legal Clinic (Administrative Health Law), Des Moines, Iowa

Student Attorney, August 2000 to December 2000

Established client confidence and created an atmosphere in which I was able to represent clients in various administrative issues under the supervision of Suzanne Levitt. Handled a caseload that included wills, guardianships, and powers of attorney.

Peddicord, Wharton, Spencer, & Hook, Des Moines, Iowa

Law Clerk, Summer 2000 – September 2000

Performed legal research, wrote legal memoranda and deposition summaries, and assisted with general office maintenance.

BAR ADMISSIONS

Iowa - 2003

United States District Court, Southern District of Iowa - 2003

United States District Court, Northern District of Iowa - 2004

SELECTED LITIGATION EXPERIENCE AND CERTIFICATIONS

Certified Family Law Mediator, June 2011. Completed the forty (40) hour seminar, granting certification in Family Law Mediation.

Certified Collaborative Law Attorney, February 2016. Completed the two-day training in Collaborative Law.

Tanner Varner v. Lauren Conway. Appeal from the Iowa District Court of Polk County, Iowa. Represented the Respondent-Appellant where a modification of custody and child support occurred after eight days of trial. Upon Appeal, this was set for oral argument before the Iowa Court of Appeals and was affirmed, modified and remanded. This oral argument occurred virtually during the COVID-19 pandemic in 2021.

Charles William Thomas v. Tyne Westfall. Appeal from Iowa District Court for Warren County, Iowa. Represented the Petitioner-Appellee/Cross-Appellant where Petitioner was granted shared physical care as well as a name change for his son at trial. Upon Appeal, this case was set for oral argument before the Iowa Court of Appeals and was affirmed.

Skarins, et. al. v. Woodbine Community School District. Tried a case before the United States District Court in Council Bluffs, Iowa as a student attorney with the Drake University Legal Clinic. Accomplished preventing a school district from violating the establishment clause by forcing atheist students to sing the *Lord's Prayer* in the school choir to receive a passing grade.

PROFESSIONAL AFFILIATIONS

Board of Directors, Indianola Preschool, May 2010 – May 2013
Board of Directors, Iowa Civil Liberties Union, March 2004 – October 2008
Cooperating Attorney, American Civil Liberties Union of Iowa
Member, Iowa Bar Association
Member, Warren County Bar Association
Volunteer with the Volunteer Lawyer's Project

HONORS AND ACTIVITIES

Appointed by Mayor Preston Daniels to the Hate Crimes Task Force
Pi Alpha Alpha, National Honorary Society for Public Administration
Ferguson Prize—Drake Law School
Who's Who in America in Law School 1999, 2000, 2001 & 2002
Member, Iowa State University Track & Field Team, 1994-1998
Four-Year Athletic Scholarship Recipient
Big 8 and Big 12 Conference Place Winner & Four Year Letterwinner

COMMUNITY LEADERSHIP

Co-Creator, Sponsor and Administrator of See Color – Be Change, a community-based leadership group promoting diversity in city, school, and local communities and programs
Contributor in City Government in re-engaging the Human Relations Committee
Athletic Booster and Sponsor for Indianola Community School Athletics
Sponsor and Community Volunteer for Market at the Square—an Indianola-based Farmer's Market
Sponsor and Volunteer for Indianola Baseball Club
Bootcamp Instructor at Fusion Fitness in Indianola—2011-2016
Board of Directors, Indianola Preschool, Inc.—Vice-President/Secretary 2011-2012 and President 2012-2013
Board of Directors and Cooperating Attorney, Iowa Civil Liberties Union
Hate Crimes Task Force - Panelist
Iowa Civil Rights Commission – Screening cases as a cooperating attorney
Polk County Bar Association's Volunteer Lawyers Project – family law attorney for indigent citizens
Drake Legal Clinic – guardian ad litem and volunteer attorney, prior to employment with the clinic



MEMORANDUM

To: Mayor and City Council

From:

Date: December 6, 2021

Subject: Consideration of the appointment of Nick Mahlstadt to serve on the Human Relations for a term beginning immediately and ending July 1, 2024.

Recommendation: Roll call is in order.

Attachments: 1. Mahlstadt Application



City Clerk's Office

110 N 1st Street, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

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To be considered, interested individuals must live within City limits and must complete and submit this form along with a resume and cover letter that includes a listing of work experience and civic involvement to the City Clerk's office via email to CityClerk@indianolaiowa.gov or by mail at 110 N 1st Street, Indianola, IA 50125.

Personal Information

Name: Nicholas Mahlstadt		Today's Date: 10/19/2021	
Street Address: 808 W Detroit Ave.			
City, State, Zip: Indianola, IA 50125		Years Resided in Indianola: 30+	
Email: NickMahlstadt@gmail.com			
Home Phone:		Cell Phone: 515-556-8975	Work Phone:
Occupation: Program Manager - UnitedHealthcare			
Have you previously volunteered on a City Board, here or elsewhere? No			
Board Name:		Years Served:	City:
Gender:	Age (Optional):	Race (Optional):	
Application for (Name of Board/Commission or Committee): Human Relations Commission			
Why do you want to serve on this Board/Commission or Committee? I have a strong history of community service both here and abroad with a passion to advocate for equity, inclusion, and understanding of those that are underserved and underrepresented. I have experience in this area as I have lead community groups on equity and inclusion. I also served on panel and participated in establishing the Human Relations Commission.			
What will you contribute to this Board/Commission or Committee? I will bring my passion for equity, ability to problem solve and plan, along with lived experience from being an Indianola resident and what equity could look like here. I am a strategic planner and program manager, both of which would serve this committee well as we engage with the community. I have attached my resume as well outlining my philanthropic and business history.			

Please attach additional pages if necessary.

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☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

NICHOLAS MAHLSTADT

808 W DETROIT AVE
INDIANOLA, IA 50125 ● 515-556-8975

Personal Summary:

I am a self-directed leader with 20 years' experience within the UnitedHealth Group organization. My background includes managing call and claim teams, leading agile teams in digital transformation programs, managing cross-departmental programs, and leading innovation work. Experienced innovation thought leader adept at casting organizational vision while leading change across all organization levels.

I've worked with all types of people and organizations from large demanding clients outside the organization to stakeholders within the organization. Through my philanthropic work coupled with my 20 years within the organization I have demonstrated an ability to accomplish multiple priorities happening at the same time. I can listen and be in tune with what the issue is, innovate around the problem and deliver expectations of the work at hand. I have successfully led large-scale programs, worked directly with Senior Leaders, and served as a liaison between business and technology to ensure any communication barriers are removed and desired outcomes are achieved.

Over time I've learned that staying curious, working hard, asking questions, and listening well have propelled me and helped me overcome some of the biggest challenges I've faced. A passion for learning drives me every day. Whether it be through reading, taking online courses for no other reason than gaining knowledge, or actively participating in things I'm no expert in to lend a hand, curiosity and learning are hobbies for me and I relentlessly pursue knowledge. I've never been let down by staying curious and I've been able to apply what I've learned in both work and non-work life on a daily basis. This pursuit has also expanded my ways of thinking and have allowed me to tackle problems in innovative ways.

Work Experience:

Sr Project Manager II, UnitedHealthcare (2014-Present)

Successfully manage large scale projects while partnering with executive leaders in creating project vision, developing a strategic roadmap, and implementing change. Experienced at designing and executing communication plans to various stakeholder groups. Seasoned leader with experience program directing. Lead cross-departmental teams in forming leadership structures and teams.

- Established program strategy and team direction for multiple programs such as digital initiatives across the UnitedHealthcare enterprise, Risk Level Enhancement implementation, and Medicare & Retirement Claims Platform development
- Leading the Medicare & Retirement Claims Platform program to include;
 - End to End reporting strategy
 - End to End program call cadence
 - Program governance
 - Communication strategy at both the Executive and program levels
 - Develop milestone strategy

- Create issue and resolution strategy and process flow for program oversight and tracking
- Successful vision casting, strategy development, and strong execution of work
- Lead innovation challenges and cohort of innovation advocates from ideation to development
- Lead business transformation from Waterfall to Agile delivery method for enterprise-wide strategic programs
- Lead cross-functional team of Product Owners, Product Managers and Capability Leads
- Lead Agile program and teams in capacity of; Program Director, Product Owner, Product Manager, Capability Lead with the goal of developing a brand-new processing platform.
- Serve as project liaison between business and technology to ensure capability backlog accurately reflects program direction while satisfying business requirements
- Provide weekly reporting and project advancement updates to Senior Leadership
- Responsible for communicating the product vision and roadmap to all teams/stakeholders
- Work closely with product owners, application teams, and release management to develop a release plan (program increment plan)
- Work closely with multiple teams in collaboration, seeking input from a wide and diverse range of people ensuring a complete end-to-end vision is created and benefits are realized by all

In addition to my daily Agile project leadership, I also lead a group of innovators through a specific ideation initiative. The goal is to generate ideas, everything from daily process improvement to brand new technology and ways of operating.

- Lead innovation challenges throughout the organization
- Lead and mentor ideators through the innovation lifecycle
- Support team members with innovation idea vetting and refinement
- Guide thought leaders from initial idea through final, pitch-ready presentation development
- Collaborate with Senior Leaders in cross-functional teams to drive innovation

Manager, Service and Operations, UnitedHealthcare (August 2006 – 2014)

- Managed a high performing, tenured staff responsible for issue resolution
- Led team of customer facing Customer Specialists, responsible for implementation of new customers, serving as liaison between UnitedHealthcare and the customer's Human Resource team through ongoing support for medical claim questions and concerns
- Served as Project Lead and Subject Matter Expert for numerous service and operations claim workflow teams
- Worked with various Senior Leaders to implement process improvement initiatives to provide best in class service for our constituents
- Worked with cross-functional teams to decrease the time in which a customer is on hold and/or claim is outstanding
- Led multiple teams to increase claim backlog assignment efficiencies, taking average processing time from over 30 days to under 10 days
- Led cross-departmental team for multiple platform integrations
- Worked in cross-functional Operational Excellence team within the Six Sigma methodology with project centered on improving the overall member experience within our call center

- Collaborated with Senior Leaders to improve online access to both our constituents and internal employees for ease of use in our online portals, driving online engagement with member materials
- Strengthened the claim department by identifying and utilizing best practices as a subject matter expert
- Participated in numerous forums across the enterprise, engaging in thought leadership, cross-department ideation and innovation implementation

Supervisor, Service and Operations, UnitedHealthcare (August 2001 – July 2006)

- Promoted to Supervisor to lead customer service and claim staff
- Assisted development of representatives through coaching and as a Subject Matter Expert for multiple teams
- Served on various Supervisor committees and cross departmental workgroups focused on process improvement and increasing customer satisfaction
- Worked with team to increase claim processing efficiency by implementing new ways in which work is assigned to each representative
- Managed team's claim inventory and call scheduling assignments
- Collaborated with workforce management team to improve the flow of work amongst teams, increasing collaboration between teams while improving skill sets of each representative

Customer Service Representative, Service and Operations, UnitedHealthcare (January 2001 – July 2001)

- Promoted to Team Lead to support the customer service and claim staff
- Responded to call inquiries and processed claims, exceeding quality and production goals
- Identified opportunities to increase production through various system enhancements, resulting in an increase in quality within the team and increasing call obviation due to errors
- Served as a mentor for new hire staff to lessen the learning curve and drive high performance

Education/Certification:

- HarvardX – Masterpieces in World Literature
- University of Queensland – Philosophy and Critical Thinking
- Six Sigma Training, Operational Excellence
- Agile and Waterfall Project Management Methodology
- Studied in the field of criminal justice, DMACC, Ankeny, IA

Volunteer Experience:

Non-Profit Co-Founder and President, The Move Project (December 2011 – Present)

- Co-Founded a non-profit organization that provides community development opportunities and project sponsorship
- Provides high-quality education through the creation of The Move Project Academy which serves as a Primary school in the community
- Provides access to clean water through drilling of wells within the community

- Provides jobs to members of the community through the Academy and other projects
- Speak publicly in various settings to promote the work of The Move Project and develop opportunities for others to engage with the work
- Lead a small team of program Directors in Ghana which provide; daily oversight of all work in-country, financial reports for the Board of Directors, provide travel support for visiting teams, and other operational duties



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: December 6, 2021
Subject: Chapter 3 Amendment

Introduction:

Background: As you may be aware, after a federal decennial census, each City Council must review its precinct and ward boundaries to see whether the existing boundaries comply with current laws. The results of the 2020 Census show that the City of Indianola's population grew to 15,833, up 7.1% from the 2010 Census. As such, the City's ward and precinct boundaries need to be amended. Finalized precinct boundary plans must be submitted electronically to the Iowa Secretary of State no later than 60 days after legislative districts have become law or by September 1, 2021, whichever is later. On Thursday, November 4, 2021, Iowa Governor Kim Reynolds signed Iowa's new congressional and legislative boundaries into law. As such, the City has until Monday, January 3, 2022 to submit finalized plans to the Iowa Secretary of State. Cities are encouraged to submit plans early, allowing time to make corrections if necessary. Any plans that are not approved by the submission deadline that are determined to need corrections will be corrected by SOS, and cities will be assessed the costs of making those corrections.

Discussion:

Wards

Currently, the City is divided into four (4) wards. Wards must meet the following requirements:

- Wards must follow precinct boundaries
- Wards must be composed of contiguous territory
- Wards must be as compact as possible.
- Ward populations must be as close as possible to the Ideal Ward Population unless it is necessary to deviate in order to comply with other standards in Iowa Code. As the population of the City is 15,833, the ideal ward population is 3,958.

The following items cannot be taken into consideration when drawing ward boundaries:

- Addresses of incumbents
- Political affiliations of registered voters
- Past election results
- Other demographic information beyond census head counts

In order to meet the requirements listed above, staff does propose some minor changes to the

current ward boundaries. The proposed ward boundaries are attached to this agenda item. According to the Iowa Administrative Code, each city ward shall not have a population that exceeds the population of any other city ward by no more than 10 percent. In summary:

- Ward 1's proposed population is 3,938, which is 20 less than the ideal population, and is 24.87% of the City's population.
- Ward 2's proposed population is 3,960, which is 2 more than the ideal population, and is 25.01% of the City's population.
- Ward 3's proposed population is 3,997, which is 33 more than the ideal population, and is 25.21% of the City's population.
- Ward 4's proposed population is 3,944, which is 14 less than the ideal population, and is 24.91% of the City's population.

Precincts

As the City's population exceeds 3,500, the City Council shall divide the City into precincts. Currently, the City is divided into seven (7) precincts. When drawing precinct boundaries, the following considerations shall be made:

- Precinct population cannot exceed 3,500.
- Precincts must lie within one legislative district.
- Precincts must be composed of contiguous territory.
- Precincts boundaries must follow census block boundaries.
- Precinct boundaries must be drawn to best serve the convenience of voters while promoting electoral efficiency. The convenience of voters means the precinct boundaries are easy to describe and identify and provide voters with relatively direct routes of travel to polling places. Electoral efficiency means reducing election costs by only creating as many precincts as necessary.
- Territory annexed after January 1, 2020, must be included when drawing precincts.

With these criteria, and because each ward is over 3,500, each ward is required to have two (2) precincts, which would require the addition of an 8th precinct for Indianola. The proposed precinct boundaries are attached to this agenda item.

County Auditor Review

Before the final adoption of precinct boundaries, the county auditor must have the opportunity to review the city council's plan and provide written comments on the plan. The auditor may suggest changes to improve how the plan will serve the convenience of the voters or promote electoral efficiency. The council must allow the county auditor between seven and 10 days to provide written feedback. The proposed boundaries were sent to the County Auditors office on October 26, 2021. No written comments have been received from the County Auditor.

Budget Impact:

Recommendation:

- Attachments:**
1. 2021 City Instructions_Reprecincting
 2. Reprecincting Worksheet
 3. Proposed Indianola Wards

4. Proposed Indianola Precincts
5. Current Indianola Precinct and Ward Map

2021 Reprecincting Instructions for Cities

Prepared by the Office of the Iowa Secretary of State

(515) 281-0145

precinct.plan@sos.state.ia.us

Table of Contents

Overview	1
City Responsibilities	1
Census Data	2
Resources	2
Drawing Precinct Boundaries	3
Precinct Requirements	3
Joint City and County Precincts	4
Cities in Plan Two and Plan Three Counties	4
County Auditor Review	4
Public Hearing	4
Adopted by Ordinance	5
Precinct Population Certification	5
Drawing Wards	6
Ward Requirements	6
Ward Population Certification	6
Final Plan Submission	7
Submission Deadline	7
SOS Review	7
Publication Requirements	7
What to Send	8
Where to Send	9
Send to County Auditor	9
Important Dates	10

Overview

Reprecincting and redistricting take place after every federal census. Each governing body has individual requirements which impact other governing bodies.

City Responsibilities

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. Use the *Iowa Code* to determine whether changes are necessary. Applicable code sections are listed throughout these instructions.

Each city with a population over 3,500 must file the following information with the Secretary of State (SOS) **even if the city does not make any changes to its precinct or ward boundaries:**

- Precinct Map(s) as GIS shapefile or block equivalency file
- City Reprecincting Worksheet
- Certification of the population of each precinct (included as part of the Worksheet)
- Ordinance describing precinct boundaries
- Agreements with counties (if any)

[\[§49.7\]](#)

Cities with a population less than 3,500, no wards, and one precinct composed only of incorporated territory do not need to send materials to the SOS.

If a city has a population between 2,000 and 3,500 and has a mutually satisfactory agreement with a county for a joint city and county precinct, the city must send a copy of the agreement with the county and the reprecincting worksheet to the SOS. See page 4 for more information on joint city and county precincts.

Upon receipt of a city's submission, the SOS will review it for compliance and contact the Point of Contact designated by each city on the reprecincting worksheet to communicate approval or changes required.

Throughout the reprecincting and redistricting timeline, please email your questions and assistance requests to precinct.plan@sos.iowa.gov. The entire Elections Team watches that inbox, so your questions will be answered timely.

The SOS has purchased the Esri Redistricting Solution and is providing it at no cost to cities and counties. If your city is using it:

- The Point of Contact (POC) you provide will be assigned a username and password.
- Your city may have as many user assignments as you desire.
- The POC will receive an initial email from redistricting@esri.com telling them to reset their password.
- Users will access this Solution at <https://redistricting.iowa.gov/redistricting/>.
- Your city will be set up as a separate group.
- Training will be provided live online by Esri. Dates are being determined, and you will be contacted with options. Additional training materials also will be provided

Census Data

If you are using the Redistricting Solution provided by SOS, you do not need to worry about loading census block data. 2020 census block data already has been loaded into the Solution.

If you are using another mapping solution and need to load census block data, the TIGER files can be obtained at www.census.gov.

1. On the website, under “Browse By Topic” select “Geography”. Click on “TIGER/Line Shapefiles”.
2. Under “Download” choose “Web Interface”.
3. Under “Select a layer type” choose “Blocks” then select “Submit”.
4. From the “Block (2020)” drop-down menu, choose “Iowa” as the “State”, then select “Download”.

Resources

The following websites have information that will be useful in this process:

- Secretary of State <https://sos.iowa.gov/elections/otherinfo.html>
- U.S. Census Bureau www.census.gov <https://data.census.gov/cedsci/>
- State Data Center of Iowa www.iowadatacenter.org
- Legislative Services Agency <https://www.legis.iowa.gov/legislators/redistricting>
- American Fact Finder www.factfinder.census.gov

Drawing Precinct Boundaries

Precinct Requirements

Each city council must divide their city into precincts (if necessary). All precincts in all cities must meet the following standards:

- Precinct population cannot exceed 3,500

Find the population by adding together the census population data for the census blocks or other geographic units included in each precinct.

[\[§49.3\(1\)\]](#)

Important Note: Precinct boundaries can be changed for a limited number of reasons. Population growth is not one of them. If there are areas in your city where substantial growth is anticipated in the next ten years, you may wish to establish precincts with populations smaller than the 3,500 maximum allowed by law.

- Precinct must lie within one legislative district

Each precinct must be contained in a single legislative district unless this would cause the creation of a precinct containing the residences of fewer than 50 registered voters.

[\[§49.3\(1\)\(b\)\(1\)\]](#)

- Composed of contiguous territory

Precincts must be composed of contiguous territory within a single county.

[\[§49.3\(1\)\(c\)\]](#)

- Follow census block boundaries

Precincts boundaries must follow census block boundaries.

[\[§49.3\(1\)\(c\)\]](#)

- Voter convenience and electoral efficiency

Precinct boundaries must be drawn to best serve the convenience of voters while promoting electoral efficiency.

The convenience of voters means the precinct boundaries are easy to describe and identify and provide voters with relatively direct routes of travel to polling places. Electoral efficiency means reducing election costs by only creating as many precincts as necessary.

[\[§49.5\]](#)

- Include annexed territory

Territory annexed after January 1, 2020, must be included when drawing precincts. Use the annexed territory population certified by the city.

[\[IAC 721—21.30\]](#)

Joint City and County Precincts

To establish a precinct composed of both incorporated and unincorporated territory, the city and the county must adopt a mutually satisfactory agreement. Copies of agreements between the county and the city council of each city affected must be enclosed with the materials submitted to the SOS.

[§§[49.6](#), [49.7\(2\)\(a\)](#)]

This requirement does not apply when the total population of the city is fewer than 2,000.

[[§49.4](#)]

Cities in Plan Two and Plan Three Counties

Each county must adopt a board of supervisors representation plan. If you have questions about the supervisors representation plan in your county, contact the county auditor's office.

- | | |
|-------------------|--|
| Plan One | Board of supervisors is elected at-large without residency requirements. |
| Plan Two | Board of supervisors is elected at-large but supervisors must live in the supervisor district. |
| Plan Three | Board of supervisors is elected by supervisor district and supervisors must live in the supervisor district. |

In Plan Three counties, the supervisor district boundaries must follow political subdivision boundaries (cities and townships) as much as possible. Because of this, the county should work with cities to draw city precinct boundaries. City precinct boundary plans are due 30 days before county plans.

[§§[42.4\(2\)](#), [49.3\(2\)\(A\)](#), [49.7](#), [331.206](#)]

County Auditor Review

Before the final adoption of precinct boundaries, the county auditor must have the opportunity to review the city council's plan and provide written comments on the plan. The auditor may suggest changes to improve how the plan will serve the convenience of the voters or promote electoral efficiency. The council must allow the county auditor between seven and 10 days for providing written feedback.

If the council rejects the auditor's suggestions, the council must provide reasons why the suggestions were rejected in the ordinance adopting the precinct boundaries.

[[§49.5](#)]

Public Hearing

The city council must hold a public hearing before final action is taken to adopt new precinct boundaries. Notice of the date, time and location of the hearing must be given in accordance with [Iowa Code Chapter 21](#).

[[§49.5](#)]

Adopted by Ordinance

The precinct boundaries must be defined by ordinance, so ensure that the ordinance description matches the precinct plan. The ordinance must include the date it was adopted. Descriptions of the precinct boundaries should name specific landmarks, such as roads and city or county boundaries. The ordinance also must include the precinct names or numbers. Do not use township range and section number of housing subdivision names in the descriptions.

[§§[49.7](#), [49.11\(1\)](#)]

Precinct Population Certification

Complete the precinct population certification in the City Reprecincting Worksheet after the precinct boundaries have been drawn. The certification must be signed by a person authorized by the city council. Send the certification to the SOS. For more information on what must be submitted to the SOS, see page 6.

[[§49.7](#)]

Important Note: The total population of all precincts included in the certification must be the same as the population of the city as listed by the U.S. Census Bureau.

Drawing Wards

Ward Requirements

City councils may decide to divide the city into wards. Wards must meet the following requirements:

- Follow precinct boundaries [\[§372.13\(7\)\(a\)\]](#)
- Composed of contiguous territory [\[§§42.4\(3\), 372.13\(7\)\(c\)\]](#)
- Composed of compact territory

Wards must be as compact as possible. Detailed standards for compactness are found in [Iowa Code §42.4\(4\)](#).

[\[§§42.4\(4\), 372.13\(7\)\(c\)\]](#)

- Ideal Ward Population

Ward populations must be as close as possible to the Ideal Ward Population unless it is necessary to deviate in order to comply with other standards in [Iowa Code §42.4](#).

To find the Ideal Ward Population, divide the population of the city by the number of wards in the city.

Where the deviation from the Ideal Ward Population is absolutely necessary, the Maximum Allowable Variation between wards is ten percent (10%). Plans with variations exceeding that limit must include a justification that deviation is necessary to comply with the other legal requirements set forth in [Iowa Code §372.13\(7\)](#) and are highly likely to be rejected by the SOS.

[\[§§49.3, 372.13\(7\)\(b\), IAC 721—21.32\(372\)\]](#)

Best Practice: Use the City Reprecincting Worksheet to calculate the Ideal Ward Population.

The following items cannot be taken into consideration when drawing ward boundaries:

- Addresses of incumbents
- Political affiliations of registered voters
- Past election results
- Other demographic information beyond census head counts [\[§§42.4\(5\), 49.3\(2\)\(d\), 372.13\(7\)\(d\)\]](#)

Ward Population Certification

Complete the Ward Population Certification on the City Reprecincting Worksheet after the ward boundaries have been drawn. The certification must be signed by a person authorized by the city council. **Send the original certification with wet ink signature to SOS.** For more information on what must be submitted to SOS, see page 8.

[\[§49.7\]](#)

Final Plan Submission

Submission Deadline

Finalized precinct boundary plans must be submitted electronically to SOS no later than 60 days after legislative districts have become law or by September 1, 2021, whichever is later.

[\[§49.7\]](#)

SOS Review

SOS will make every effort to review plans within two weeks after submission. Cities are encouraged to submit plans early, allowing time to make corrections if necessary. Any plans that are not approved by the submission deadline that are determined to need corrections will be corrected by SOS, and cities will be assessed the costs of making those corrections.

[\[§49.7\]](#)

Publication Requirements

After the plans have been approved by SOS, the city council must publish notice of the changes in precinct boundaries in a newspaper of general circulation once a week for three consecutive weeks. The last publication must occur no later than 30 days before the next general election. This date is Sunday, October 9, 2022. If no changes were made, publication is not required.

[\[§49.11\(2\)\]](#)

What to Send

All cities must send the following to SOS even if precinct or ward boundaries did not change:

- A map showing the precinct boundaries

The map must be submitted as a GIS shapefile or block equivalency file.

- Original City Reprecincting Worksheet

This includes the Precinct Population Certification which must be signed by a person authorized by the city council.

- Ordinance describing precinct boundaries

The ordinance must include the date it was adopted and the precinct names or numbers. Descriptions of the precinct boundaries should name specific landmarks, such as roads and city or county boundaries. Do not use township range and section numbers of housing subdivision names in the descriptions.

[§§[49.7](#), [49.11\(1\)](#)]

If the council rejects the auditor's review and suggestions, the city council must provide reasons why the suggestions were rejected in the ordinance adopting the precinct boundaries.

[§[49.5](#)]

- Any agreements with counties

Include any copies of agreements with counties regarding precincts composed of both incorporated and unincorporated territory. This requirement does not apply if the city has a population fewer than 2,000.

[§§[49.4](#), [49.6](#)]

Cities with wards also must include the following:

- A map showing the boundaries of the wards

The map must be submitted as a GIS shapefile or block equivalency file.

- Ward Population Certification

The certification must be signed by a person authorized by the city council. This is included in the City Reprecincting Worksheet.

Best Practice: Retain a copy of the materials you submit to SOS for your own records.

Where to Send

Maps

Precinct boundary maps must be submitted as a GIS shapefile or block equivalency file.

- If you are using the Redistricting Solution provided by SOS, you'll submit your map through that application.
- If you are using other mapping software, email map files to precinct.plan@sos.iowa.gov. In the subject header, include your city name and which file(s) are being sent.
Example: City of Winterset – Precinct Map

City Reprecincting Worksheet

Since the original Precinct and Ward Population Certifications with wet ink signatures must be submitted, mail the City Reprecincting Worksheet to:

Elections Division—Reprecincting
Iowa Secretary of State
Lucas Building, First Floor
321 E. 12th Street
Des Moines, IA 50319

Ordinances, Agreements, Proofs of Publication

The remaining required documents may be emailed to precinct.plan@sos.iowa.gov.
Alternatively, you may mail them with the City Reprecincting Worksheet to the above address.

Send to County Auditor

Send copies of approved maps and ordinances to the county auditor's office. If the city lies in more than one county, send copies to the county auditors in each county.

Important Dates

Date	Event	Code Cite
April 1, 2021	Congressional and Legislative Redistricting Plan Delivered Deadline for the Legislative Services Agency (LSA) to deliver its first plan for congressional and legislative redistricting to the secretary of the senate and chief clerk of the house.	§42.3(1)(a)
May 15, 2021	Temporary County Redistricting Commission Established Deadline to establish a temporary county redistricting commission in counties with Plan Two or Plan Three supervisor representation plans.	§331.210A(1)(a)
September 1, 2021	City Precinct Boundary Changes Completed City councils must complete any changes in precinct and ward boundaries no later than 60 days after legislative districts have become law or by September 1, whichever is later.	§49.7(2)(a)
September 15, 2021	Deadline to Pass Congressional and Legislative Boundaries The General Assembly must pass plan establishing new congressional and legislative district boundaries by this day.	Iowa Constitution, Article III, Sec. 35
October 15, 2021	County Precinct and Supervisor District Boundary Changes Completed County boards of supervisors or temporary county redistricting commissions must complete any changes in precinct and supervisor district boundaries no later than 90 days after legislative district have become law or by October 15, whichever is later.	§49.7(2)(b)
January 15, 2022	City and County Precinct Boundaries Effective City and county precinct boundaries are effective for all elections held after this date.	§49.7(5)
October 9, 2022	Precinct Boundary Publication Deadline Last day to publish the third in a series of notices of changes in precinct boundaries. Publication is not required if no changes were made.	§49.11(2)
November 15, 2022	Adoption of School Director District Plans Begins First day the school board may adopt a resolution redrawing director district boundaries.	§275.23A(2)
May 15, 2023	Adoption Deadline for School Director District Plans Deadline for the school board to adopt a resolution redrawing director district boundaries.	§275.23A(2)
July 1, 2023	School Director District Boundaries Effective School director district boundaries are effective for all elections held after this date.	§275.23A(5)
August 1, 2023	Community College Director District Boundary Changes Completed Community college board must complete any changes to director district boundaries no later than August 1.	§260C.13

**State of Iowa
City Reprecincting Worksheet**

City Information

City: Indianola

City Population (use 2020 Census number): 15,833

Number of Precincts: 8

City Point of Contact Information for Reprecincting Process

Name: Jackie Raffety Title: Deputy Clerk

Telephone: 515-961-9410

Email: jraffety@indianolaiowa.gov

Address: 110 N 1st Street Indianola 50125

Street Address City Zip

Precinct Ordinance and Public Hearing Information

1. Attach a copy of the ordinance describing the city precinct boundaries with this worksheet. If no changes were made to the precinct boundaries following the 2020 census, you still must submit the ordinance, and a copy of the existing precinct ordinance is sufficient.
2. Write the date on which the public hearing was held. If no changes to precinct boundaries were made, a public hearing was not required so please write N/A on the line below.

Date of public hearing(s): December 6, 2021

**State of Iowa
City Reprecincting Worksheet
Precinct Population Certification**

City: Indianola

If you require lines in addition to those below, make copies of the following page as needed.

Precinct Name or Number	Population of Incorporated Portion	Population of Unincorporated Portion (only if have joint city/county agreement)	Total Population
1	1,885		1,885
2	2,053		2,053
3	2,064		2,064
4	1,896		1,896
5	1,925		1,925
6	2,066		2,066
7	1,924		1,924
8	2,020		2,020
City Total Population	15,833		15,833

*I hereby certify that this is a complete and correct list of all precincts in this city of
Indianola and that the population data included is correct.*

Signed: _____ Date: _____
Authorized City Representative

Print Name: Pam Pepper, Mayor

City:

Page 151 of 322

State of Iowa
City Reprecincting Worksheet – Ward Population Certification

City: Indianola

Ideal Ward Population

Divide the population of the city by the number of wards.

$$\frac{15,833}{\text{City Population}} \div \frac{4}{\text{\# of Wards}} = \frac{3,958}{\text{Ideal Ward Population}}$$

[§§42.4(1)(a), 372.13(7)(b)]

Maximum Allowable Variation

Multiply the Ideal Ward Population by 0.10.

$$\frac{3958}{\text{Ideal Population}} \times 0.10 = \frac{395}{\text{Maximum Allowable Variation}}$$

[IAC 721—21.32(372)]

Ward Variations

- Enter the population for each ward on the chart below.
- Compare each ward population with the Ideal District Population. Subtract the smaller population number of the two from the larger population number. List the difference in the Variation column.

Important Note: Where the deviation from the Ideal Ward Population is absolutely necessary, the Maximum Allowable Variation between wards is ten percent (10%). Plans with variations exceeding that limit must include a justification that the deviation is necessary to comply with the other legal requirements set forth in [§372.13\(7\)](#) and are highly likely to be rejected by the Secretary of State.

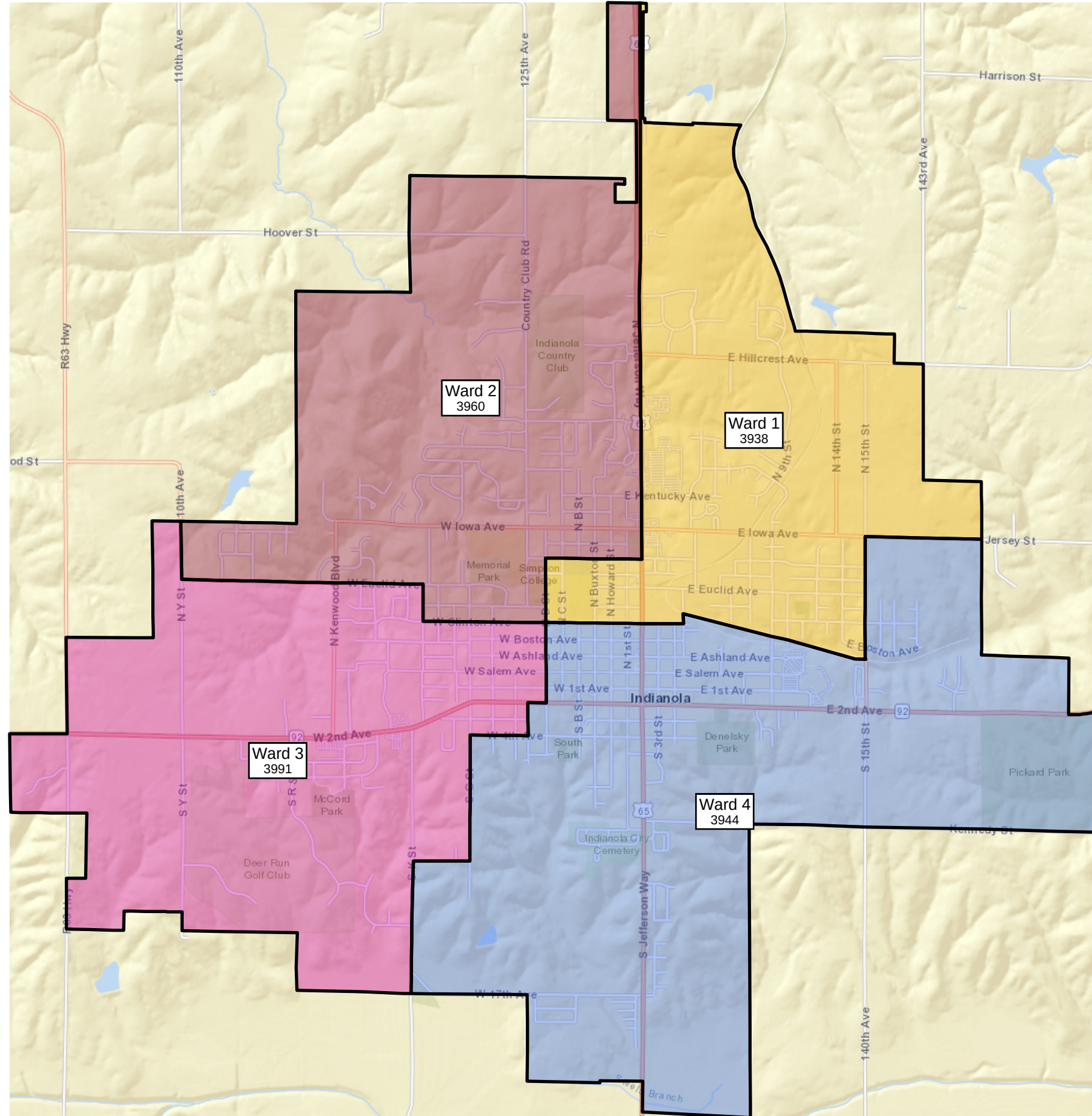
- Total the populations of all wards. The total must equal the census population for your city.
- Total the variations for all wards to determine the overall variation.

Ward	Population	Variation
1	3938	-20
2	3960	2
3	3991	33
4	3944	-14
5		
6		
7		
8		
	= total population	= overall variation

*I hereby certify that this is a complete and correct list of the wards in this city of
Indianola and that the population data included is correct.*

Signed: _____ Date: _____
Authorized City Representative

Print Name: Pam Pepper, Mayor





Date: 04/15/2013

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Districts and precincts follow census block boundaries determined by Topologically Integrated Geographic Encoding and Referencing system (TIGER) data from the U.S. Census Bureau and may not follow local Warren County datasets.

The maps and data provided by Warren County do not represent a survey and are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contain information required for government purposes. No warranties, expressed or implied, are provided for the data herein, its use or its interpretation. Warren County assumes no responsibility for use or interpretation of the data. Any person that relies on any information obtained from this site



WARDS



Ward 1

Ward 2

Ward 3

Ward 4





MEMORANDUM

To: Mayor and City Council

From:

Date: December 6, 2021

Subject: Public Hearing regarding amendments to Chapter 3 regarding ward and precinct boundaries within the City as required by law in response to the change of population realized from the 2020 US Census.

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: December 6, 2021

Subject: First consideration of an amendment to Chapter 3 regarding ward and precinct boundaries within the City as required by law in response to the change of population realized from the 2020 US Census.

Recommendation: The deadline to submit final boundary plans to the Iowa Secretary of State is Monday, January 3, 2021 and the Secretary of State encourages cities to submit plans early to allow time to make corrections if necessary. Additionally, any plans that are not approved by the submission deadline that are determined to need corrections will be corrected by the Secretary of State, and cities will be assessed the costs of making those corrections. As such, staff recommends approval of the proposed boundary plans, and further recommends the City Council waive 2nd and 3rd consideration in order to expedite the review by the Secretary of State.

Attachments: 1. CHAPTER 3 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF
INDIANOLA, IOWA AMENDING WARD AND PRECINCT BOUNDARIES
WITHIN THE CITY AS REQUIRED BY LAW IN RESPONSE TO THE
CHANGE OF POPULATION REALIZED FROM THE 2020 US CENSUS

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

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

3.01 DIVISION INTO WARDS.

The City is hereby divided into four wards by drawing two ~~imaginary~~ lines, as follows:

One line, which is basically a north-south line, shall begin at the intersection of the centerline of North Jefferson Way and the north corporate limits and shall proceed thence south ~~down along~~ the centerline of North Jefferson Way to the centerline of East Girard Avenue, thence west along the centerline of East and West Girard Avenue to the centerline of North D Street, thence south ~~down along~~ the centerline of North D Street to the centerline of ~~West Boston Avenue, thence east along the centerline of West Boston Avenue to the centerline of North C Street, thence south along the centerline of North C Street to the centerline of West Ashland Avenue, thence west along the centerline of West Ashland Avenue to the centerline of North D Street, thence south along the centerline of North and South D Street to the centerline of West 2nd Avenue, thence west along the centerline of West 2nd Avenue to the centerline of North E Street~~ South Freeman Street, thence south along the centerline of ~~South E Street~~ South Freeman Street to the centerline of West 4th Avenue, thence west along the centerline of West 4th Avenue to the centerline of South G Street, thence south along the centerline of South G Street to the centerline of West 12th Street, thence west along the centerline of West 12th Street to the centerline of South K Street, thence south along the centerline of South K Street ~~to the centerline of West 17th Avenue, thence east along the centerline of West 17th Avenue to the intersection with the west corporate limits, thence south along the west corporate limits to the south corporate limits, thence east along the south corporate limits to the centerline of South Jefferson Way, thence south down the centerline of South Jefferson Way to the south corporate limits.~~

The other line which is basically an east-west line beginning at ~~a point 658 feet west of the northeast corner of the southeast quarter of the northeast half of Sections 29, Township 76, Range 23, thence west following the corporation line to the point where it intersects with Short Creek, thence proceed in a westerly direction along Short Creek~~ the intersection of the centerline of East Iowa Avenue and the east corporate limits, thence west along East Iowa Avenue to the centerline of North 15th Street, thence ~~south along~~ north up the centerline of North 15th Street to the centerline of the McVay Trail, thence west along the centerline of the McVay Trail to the centerline of North 5th Street, thence south ~~down along~~ the centerline of North 5th Street to the centerline of

~~East Ashland Avenue, thence west along the centerline of East Ashland Avenue to the Centerline of North 4th Street, thence North along North 4th Street to the centerline of East Clinton Avenue, thence west along the centerline of East and West Clinton Avenue to the centerline of North J Street North Howard Avenue, thence south along the centerline of North Howard Avenue to the centerline of West Boston Avenue, thence west along the centerline of West Boston Avenue to the centerline of North D Street, thence north along the centerline of North D Street to the centerline of West Clinton Avenue, thence west along the centerline of West Clinton Avenue to the centerline of North N Street, thence north along the centerline of North N Street North J Street, to the centerline of West Euclid Avenue, thence west along the centerline of West Euclid Avenue to the centerline of North W Street North Y Street, thence north along the centerline of North W Street North Y Street to the centerline of West Henderson Avenue Inwood Street, thence east along the centerline of West Henderson Avenue to the centerline of North V Street, thence northwest along the centerline of Inwood Street to the intersection with the west to north corporate limits.~~

1. ~~The First Ward~~Ward 1. The First Ward consists of all that part or portion of the City lying to the east of the north-south line and north of the east-west line, as described ~~above in Section 3.01. The First Ward is divided into two precincts by drawing an imaginary line that begins at North Jefferson Way and proceeds east along the centerline of East Iowa Avenue to the east corporate limits.~~

2. ~~The Second Ward~~Ward 2. The Second Ward consists of all that part or portion of the City lying to the west of the north-south line and north of the east-west line, as described ~~in Section 3. above. The Second Ward is divided into two precincts by drawing an imaginary line that begins at North Jefferson Way and proceeds west along the centerline of West Iowa Avenue, thence south along the centerline of North Kenwood Boulevard, thence west along the centerline of West Euclid Avenue to the centerline of North W Street, thence north up the centerline of North W Street to the centerline of West Henderson Avenue, thence west along the centerline of West Henderson Avenue to the west corporate limits.~~

3. Ward 3. The Third Ward consists of all that part or portion of the City lying to the south of the east-west line and west of the north-south line, as described ~~in Section 3.01 above. The Third Ward is divided into two precincts by drawing an imaginary line that begins at South D Street and proceeds west along the centerline of West 2nd Avenue to the west corporate limits.~~

4. Ward 4. The Fourth Ward consists of all that part or portion of the City lying to the east of the north-south line and south of the east-west line, as described ~~in Section 3.01 above. The Fourth Ward consists of one precinct within itself.~~

3.02 VOTING PRECINCTS.

There are ~~seven eight~~ voting precincts, ~~numbered from 1 to 7~~, inclusive, which correspond and are coextensive with the limits of the respective wards established in Section 3.01.

1. Precinct 1. Precinct 1 is located wholly within the First Ward, as described in Section 3.01(1), and is north and east of a line that begins at the intersection of North Jefferson Way and East Hillcrest Avenue, thence east along the centerline of East Hillcrest Avenue to the centerline of North 9th Street, thence south along the centerline of North 9th Street.

2. Precinct 2. Precinct 2 is located wholly within the First Ward, as described in Section 3.01(1), and is south and west of a line that begins at the intersection of North Jefferson Way and East Hillcrest Avenue, thence east along the centerline of East Hillcrest Avenue to the centerline of North 9th Street, thence south along the centerline of North 9th Street.

3. Precinct 3. Precinct 3 is located wholly within the Second Ward, as described in Section 3.01(2), and is east and south of a line that begins at the intersection of Country Club Road with the north corporate limits, thence south along the centerline of Country Club Road to the centerline of West Iowa Avenue, thence west along the centerline of West Iowa Avenue to the intersection of North J Street, thence south along the centerline of North J Street to the intersection of West Euclid Avenue, thence west along the centerline of West Euclid Avenue.

4. Precinct 4. Precinct 4 is located wholly within the Second Ward, as described in Section 3.01(2), and is west and north of a line that begins at the intersection of Country Club Road with the north corporate limits, thence south along the centerline of Country Club Road to the centerline of West Iowa Avenue, thence west along the centerline of West Iowa Avenue to the intersection of North J Street, thence south along the centerline of North J Street to the intersection of West Euclid Avenue, thence west along the centerline of West Euclid Avenue.

5. Precinct 5. Precinct 5 is located wholly within the Third Ward, as described in Section 3.01(3), and is west and south of an imaginary line that begins at the intersection of North Kenwood Boulevard and West Euclid Avenue, thence south along the centerline of North Kenwood Boulevard to the centerline of West 2nd Avenue, thence east along the centerline of West 2nd Avenue to the centerline of South G Street, thence south along the centerline of South G Street.

6. Precinct 6. Precinct 6 is located wholly within the Third Ward, as described in Section 3.01(3), and is east and north of an imaginary line that begins at the intersection of North Kenwood Boulevard and West Euclid Avenue, thence south along the centerline of North Kenwood Boulevard to the centerline of West 2nd Avenue, thence east along the centerline of West 2nd Avenue to the centerline of South G Street, thence south along the centerline of South G Street.

7. Precinct 7. Precinct 7 is located wholly within the Fourth Ward, as described in Section 3.01(4), and is west and south of an imaginary line that begins at the intersection of East Clinton Avenue and North Jefferson Way, thence south along North and South Jefferson Way to the centerline of East Plainview Avenue, thence east along the intersection of East Plainview Avenue to the east corporate limits.

8. Precinct 8. Precinct 8 is located wholly within the Fourth Ward, as described in Section 3.01(4), and is east and north of an imaginary line that begins at the intersection of East Clinton Avenue and North Jefferson Way, thence south along North and South Jefferson Way to the centerline of East Plainview Avenue, thence east along the intersection of East Plainview Avenue to the east corporate limits.

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

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

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

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of Indianola, Iowa, on _____, 2021, and was published on _____, 2021.



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 6, 2021

Subject: T.S. Investments Limited Liability Company and Phillips' Floors, Inc Development Agreement

Introduction:

Background: As the Council is aware, Staff has been working with T.S. Investments Limited Liability Company/Phillips' Floor, Inc. regarding a proposed relocation project they have begun. 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 T.S. Investments Limited Liability Company/Phillips' Floor, Inc, 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 T.S. Investments Limited Liability Company/Phillips' Floors, Inc. shall require a total investment of approximately \$2,200,000 for construction costs.
- Subject to Unavoidable Delays, T.S. Investments Limited Liability Company/Phillips' Floors, Inc. will complete construction of the Minimum Improvements by April 1, 2022.
- T.S. Investments Limited Liability Company/Phillips' Floors, Inc. agrees to a minimum actual value for the Minimum Improvements on the Development Property (land and building value) of not less than \$2,200,000.
- T.S. Investments Limited Liability Company/Phillips' Floors, Inc. currently employs 45 full-time employees and shall add at least 5 additional full-time jobs. The agreement notes that T.S. Investments Limited Liability Company/Phillips' Floors, Inc. shall retain a Monthly Average of at least 50 Full-Time Equivalent Jobs through the life of the agreement.
- For and in consideration of the obligations being assumed by T.S. Investments Limited Liability Company/Phillips' Floors, Inc., 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 one (1) payment of an Economic Development Grants to T.S. Investments Limited Liability Company/Phillips' Floors, Inc. in a total aggregate amount not to exceed \$45,000.00. The City will use Tax Increment Finance (TIF) monies to make an up-front payment.

Discussion:

Budget Impact:

Recommendation: Staff and Bond Counsel recommend approval of this Development Agreement.

- Attachments:**
1. T.S. Investments and Phillips Floors DA - Execution Version (01960000x7F7E1)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and among

CITY OF INDIANOLA, IOWA

AND

T.S. INVESTMENTS LIMITED LIABILITY COMPANY, L.L.C.

AND

PHILLIPS' FLOORS, 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”); T.S. INVESTMENTS LIMITED LIABILITY COMPANY, L.L.C., an Iowa limited liability company having an office for the transaction of business at 2714 North Jefferson Way, Indianola, Iowa (“Developer”); and PHILLIPS’ FLOORS, INC., an Iowa corporation having an office for the transaction of business at 2714 North Jefferson Way, Indianola, Iowa (“Employer”).

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, and subsequently amended six 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 be constructed on the Development Property (the “Minimum Improvements”), and Employer will thereafter cause the Minimum Improvements 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, the City is willing to provide certain incentives to Developer in consideration for Developer’s and Employer’s 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.

Assessor means the Warren County, Iowa Assessor.

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 T.S. Investments Limited Liability Company, L.L.C., and its permitted successors and assigns.

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

Economic Development Grant means the payment to be made by the City to Developer under Article VIII of this Agreement.

Employer means Phillips' Floors, Inc., and its permitted successors and assigns.

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:

1. 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
2. The number of hours or days per week, including paid holidays, vacations and other paid leave, currently established by schedule, custom, or otherwise, as constituting a week of full-time work for the kind of service an individual performs for an employing unit, provided that the number of hours per week is at least 32 hours per week for 52 weeks per year including paid holidays, vacations, and other paid leave.

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 a new 26,358 square foot building to be constructed on the Development Property, as 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 or Employer under a policy or policies of insurance required to be provided and maintained by Developer or Employer, 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.

Project means the construction of the Minimum Improvements on the Development Property and the retention and creation of Full-Time Equivalent Jobs in operations on the Development Property as set forth in this Agreement.

State means the State of Iowa.

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

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 or 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.

Urban Renewal Area means the area known as the Hillcrest/Downtown Unified Urban Renewal Area.

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. T.S. Investments Limited Liability Company, L.L.C. is an Iowa limited liability company, 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 and Employer, 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, the Urban Renewal Plan, 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 \$2,200,000 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 business operations on the Development Property.

k. Subject to Unavoidable Delays, the Developer will complete construction of the Minimum Improvements by April 1, 2022.

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 Minimum Improvements during the term of this Agreement.

n. Following construction of the Minimum Improvements, Developer will allow Employer to continue its operation on the Development Property until at least the Termination Date of this Agreement.

Section 2.3. Representations and Warranties of Employer. Employer makes the following representations and warranties:

a. Phillips' Floors, 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 Employer and, assuming due authorization, execution, and delivery by the City and Developer, is in full force and effect and is a valid and legally binding instrument of Employer 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 Employer 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 Employer 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 Employer or which in any manner raises any questions affecting the validity of the Agreement or Employer's ability to perform its obligations under this Agreement.

e. Employer has not received any notice from any local, State, or federal official that the activities of Employer 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). Employer 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 Employer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

f. Employer 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.

g. Employer 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.

h. Following construction of the Minimum Improvements, Employer will continue its operation on the Development Property until at least the Termination Date 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 \$2,200,000 for construction costs. 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 3.2. 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, 2022; 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.

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 twenty (20) 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, Employer, 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 and Employer 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 Termination Date. Specifically, Developer, Employer, the holder of any mortgage, and all prior lienholders shall agree to a minimum actual value for the Minimum Improvements on the Development Property (building/improvement value only) of not less than \$2,200,000 (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 or Employer from seeking, through the exercise of legal or administrative remedies, a reduction in such actual value for property tax purposes, provided, however, that Developer and Employer 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 Employer, or their respective successors or assigns, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and Minimum Improvements. Until Developer's and Employer'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 Employer shall be solely responsible for all assessments and taxes on the Development Property.

Developer and Employer, and their 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 Minimum Improvements, or raise the inapplicability or constitutionality of any such tax statute as a defense in any proceedings, including delinquent tax proceedings; and

b. They will 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.

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

i. Builder's risk insurance, written on the so-called "Builder's Risk-Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in non-reporting form on the so-called "all risk" form of policy.

ii. Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations, and contractual liability insurance) with limits against bodily injury and property damage of at least \$1,000,000 for each occurrence. The City shall be named as an additional insured for the City's liability or loss arising out of or in any way associated with the project and arising out of any act, error, or omission of Developer, its directors, officers, shareholders, contractors, and subcontractors or anyone else for whose acts the City may be held

responsible (with coverage to the City at least as broad as that which is provided to Developer and not lessened or avoided by endorsement). The policy shall contain a “severability of interests” clause and provide primary insurance over any other insurance maintained by the City.

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

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

i. Insurance against loss and/or damage to the Minimum Improvements under a policy of policies covering such risks as are ordinarily insured against by similar businesses, including (without limiting the generality of the foregoing) fire, extended coverage, vandalism and malicious mischief, explosion, water damage, demolition cost, debris removal, and collapse in an amount not less than the full insurable replacement value of the Minimum Improvements, but any such policy may have a deductible amount of not more than \$50,000 or self-insurance up to not more than \$1,000,000. No policy of insurance shall be so written that the proceeds thereof will produce less than the minimum coverage required by the preceding sentence, by reason of co-insurance provisions or otherwise, without the prior consent thereto in writing by the City. The term “full insurable replacement value” shall mean the actual replacement cost of the Minimum Improvements (excluding foundation and excavation costs and costs of underground flues, pipes, drains, and other uninsurable items) and equipment, and shall be determined from time to time at the request of the City, but not more frequently than once every three years, by an insurance consultant or insurer selected and paid for by Developer and/or Employer and approved by the City.

ii. Comprehensive general public liability insurance, including personal injury liability for injuries to persons and/or property, including any injuries resulting from the operation of automobiles or other motorized vehicles on or about the Development Property, in the minimum amount of each occurrence and for each year of \$1,000,000.

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

c. All insurance required by this Article V to be provided prior to the Termination Date shall be taken out and maintained in responsible insurance companies selected by Developer and/or Employer, as applicable, which is authorized under the laws of the State to assume the risks covered thereby. Developer and Employer will deposit annually with the City copies of policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V, each policy shall contain a provision that the insurer shall not cancel or modify it without giving written notice to Developer and/or Employer, as applicable, and the City at least thirty (30) days before the cancellation or modification becomes effective. Not less than fifteen (15) days prior to the expiration of any policy, Developer and/or Employer, as applicable, shall furnish the City evidence satisfactory to the City that the policy has been renewed or replaced by another policy conforming to the provisions of this Article V, or that there is no necessity

therefor under the terms hereof. In lieu of separate policies, Developer and/or Employer may maintain a single policy, or blanket or umbrella policies, or a combination thereof, which provide the total coverage required herein, in which event Developer and/or Employer, as applicable, shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

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

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

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER AND EMPLOYER

Section 6.1. Maintenance of Properties. Developer and Employer, each for themselves, 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 Minimum Improvements, in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions.

Section 6.2. Maintenance of Records. Developer and Employer, each for themselves, 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 its business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and will provide reasonable protection against loss or damage to such books of record and account.

Section 6.3. Compliance with Laws. Developer and Employer, each for themselves, will comply with all State, federal, and local laws, rules, and regulations relating to the Development Property, Minimum Improvements, and the Project.

Section 6.4. Non-Discrimination. In the construction and operation of the Minimum Improvements, Developer and Employer 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 and Employer 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 and Employer shall promptly provide the City with copies of information requested by City that are related to this Agreement or the Project so that City can determine compliance with this Agreement.

Section 6.6. Employment Obligations. Employer currently employs 45 Full-Time Equivalent Jobs in its operations within the City and shall retain all current employee positions until at least the Termination Date of this Agreement. Further, following completion of the Minimum Improvements, within one year of the issuance of a certificate of occupancy for the Minimum Improvements, Employer shall add at least 5 additional Full-Time Equivalent Jobs in its operations on the Development Property. From no later than one year of the issuance of a certificate of occupancy for the Minimum Improvements until at least the Termination Date of this Agreement, the Employer shall (i) continually operate its business on the Development Property; and (ii) employ a Monthly Average of at least 50 Full-Time Equivalent Jobs in its operations on the Development Property.

For the purposes of this Agreement, “Monthly Average” means the average number of Full-Time Equivalent Jobs employed by Employer 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. Employer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer hereunder, duly authorized officers of Developer and Employer shall provide to the City, on or around October 15, 2023, the Annual Certification in the form of Exhibit E attached hereto, certifying: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year (and for the current 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 Employer at the Minimum Improvements as of each October 1 and the first day of each of the preceding eleven (11) months; and (iv) certification that the 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 and Employer are not, or were 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. Developer and Employer shall provide supporting information for the Annual Certification upon request of the City.

Section 6.8. Term of Operation. Employer shall maintain its operations at the Minimum Improvements on the Development Property, including the employee obligations in Section 6.6, until the Termination Date of this Agreement. Developer shall permit Employer to maintain its operations on the Development Property until at least 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.

ARTICLE VII. PROHIBITION AGAINST ASSIGNMENT AND TRANSFER

Section 7.1. Status of Developer and Employer; Transfer of Substantially All Assets; Assignment.

a. As security for the obligations of Developer and Employer under this Agreement, Developer and Employer, each for themselves, represent and agree that, prior to the Termination Date, they 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 their respective interests in the Development Property, Minimum Improvements, 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 or Employer, as applicable, under this Agreement; and (ii) the City consents thereto in writing in advance thereof, which consent shall be given or withheld in the sole discretion of the City.

b. In the event that Developer or Employer wishes to assign this Agreement, Developer, Employer, 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 or Employer's obligations, as applicable, 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.

Section 7.2. Prohibition Against Use as Non-Taxable or Centrally Assessed Property. During the term of this Agreement, the Developer, Employer, and their 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 Minimum Improvements from property tax liability. Nor can the Development Property or Minimum Improvements 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 GRANT

Section 8.1. Economic Development Grant. For and in consideration of the obligations being assumed by Developer hereunder, and in furtherance of the goals and objectives of Iowa Code Chapter 403, the City agrees, subject to Developer and Employer being and remaining in compliance with the terms of this Agreement at the time of payment, and subject to the terms and conditions of this Article VIII, to make a one-time grant payment to Developer in the amount of Forty-Five Thousand Dollars (\$45,000.00) (the "Economic Development Grant" or "Grant"). The Economic Development Grant shall be provided to Developer within thirty (30) business days of the issuance of a certificate of occupancy for the Minimum Improvements, provided the conditions precedent in Section 8.2 are satisfied.

Section 8.2. Conditions Precedent.

a. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make the Economic Development Grant shall be subject to and conditioned upon the following:

- i. Developer's completion of the Minimum Improvements, pursuant to the terms of this Agreement, and issuance of a certificate of occupancy for the Minimum Improvements;
- ii. The Developer and Employer being and remaining in compliance with the terms of this Agreement at the time of payment;
- iii. The City has sufficient funds in the City's General Fund, not allocated for any other purpose, to make the Economic Development Grant; and
- iv. No Event of Default has occurred and is continuing.

b. In the event that an Event of Default has occurred and has not been cured or cannot reasonably be cured before the payment of the Grant, then the City shall have no obligation to make the Grant payment, in addition to having the remedies set forth in Section 10.2.

Section 8.3. Limitations on Economic Development Grant. Notwithstanding the provisions of Section 4.1 hereof, the City shall have no obligation to make the Economic Development Grant to Developer if at any time during the term hereof the City fails to appropriate funds for payment, or receives an opinion from its legal counsel to the effect that the use of the City's funds to make the Economic Development Grant to Developer, as contemplated under said Section 8.1, is not authorized or otherwise an appropriate activity permitted to be undertaken by the City under Chapter 15A 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. Upon receipt of any such legal opinion or non-appropriation, the City shall promptly forward notice of the same to Developer and Employer, and the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Employer.

Section 8.4. Repayment of Economic Development Grant. In accordance with Section 10.2(e), the City may demand repayment of the full amount of the Economic Development Grant following the occurrence of an Event of Default, in addition to the other remedies available to the City.

ARTICLE IX. INDEMNIFICATION

Section 9.1. Release and Indemnification Covenants.

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

b. Except for any willful misrepresentation or any willful or wanton misconduct or any unlawful act of the Indemnified Parties, Developer and Employer agree to protect and defend the Indemnified Parties, now or forever, and further agree to hold the Indemnified Parties harmless from any

claim, demand, suit, action, or other proceedings whatsoever by any person or entity whatsoever arising or purportedly arising from: (i) any violation of any agreement or condition of this Agreement (except with respect to any suit, action, demand, or other proceeding brought by Developer and/or Employer 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; 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 Employer, or their officers, agents, servants, or employees or any other person who may be about the Minimum Improvements 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 pursuant to the terms and conditions of this Agreement;

b. Transfer of any of Developer’s or Employer’s interests in the Development Property, Minimum Improvements, or this Agreement or the assets of Developer or Employer in violation of the provisions of this Agreement;

c. Failure by Developer and/or Employer to timely pay ad valorem taxes on the Development Property and Minimum Improvements;

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

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 or Employer:

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 or Employer, as applicable, 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 Employer, as applicable, or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer or Employer, as applicable, and shall not be discharged within ninety (90) days after such appointment, or if Developer or Employer, as applicable, shall consent to or acquiesce in such appointment;

g. Any representation or warranty made by Developer or Employer in this Agreement or in any written statement or certificate furnished by Developer and/or Employer 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 or Employer 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, Employer, 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 and/or Employer 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 and/or Employer, deemed adequate by the City, that Developer and/or Employer 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 and/or Employer under this Agreement; or

e. The City shall have no obligation to pay the Economic Development Grant to Developer subsequent to an Event of Default, and if an Event of Default occurs following payment of the Economic Development Grant, then the City shall be entitled to recover from Developer and Developer shall repay to the City, an amount equal to the full amount of the Economic Development Grant previously paid to Developer, 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 amount 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 and/or Employer herein contained, Developer and Employer agree that they 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 and Employer each represent and warrant 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 T.S. Investments Limited Liability Company, L.L.C. at 2714 North Jefferson Way, Indianola, Iowa 50215, Attn: Tim Phillips, President;
- b. In the case of Employer, is addressed or delivered personally to Phillips' Floors, Inc. at 2714 North Jefferson Way, Indianola, Iowa 50215, Attn: Tim Phillips, President;

- c. 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, 2023, 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 and Employer each have 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: _____
Andy 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 Andy 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]

T.S. INVESTMENTS LIMITED LIABILITY COMPANY,
L.L.C., an Iowa limited liability company

By: _____

Name: Tim Phillips

Its: President

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 Tim Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of T.S. Investments Limited Liability Company, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

*[Signature page to Agreement for Private Development – T.S. Investments Limited Liability Company,
L.L.C.]*

PHILLIPS' FLOORS, INC., an Iowa corporation

By: _____

Name: Tim Phillips

Its: President

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 Tim Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of Phillips' Floors, 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 – Phillips' Floors, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

Lot 2, Williams Terrace Plat 1, in the City of Indianola, Warren County, Iowa

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the construction of a new 26,358 square foot building on the Development Property. The Minimum Improvements will be used for Developer's operations on the Development Property, which will allow for the retention and hiring of employees by Employer. The construction of the Minimum Improvements will be completed by April 1, 2022. Construction costs are expected to be approximately \$2,200,000

See Exhibit B-1 for preliminary diagrams of the Minimum Improvements.

EXHIBIT B-1 DIAGRAMS OF MINIMUM IMPROVEMENTS

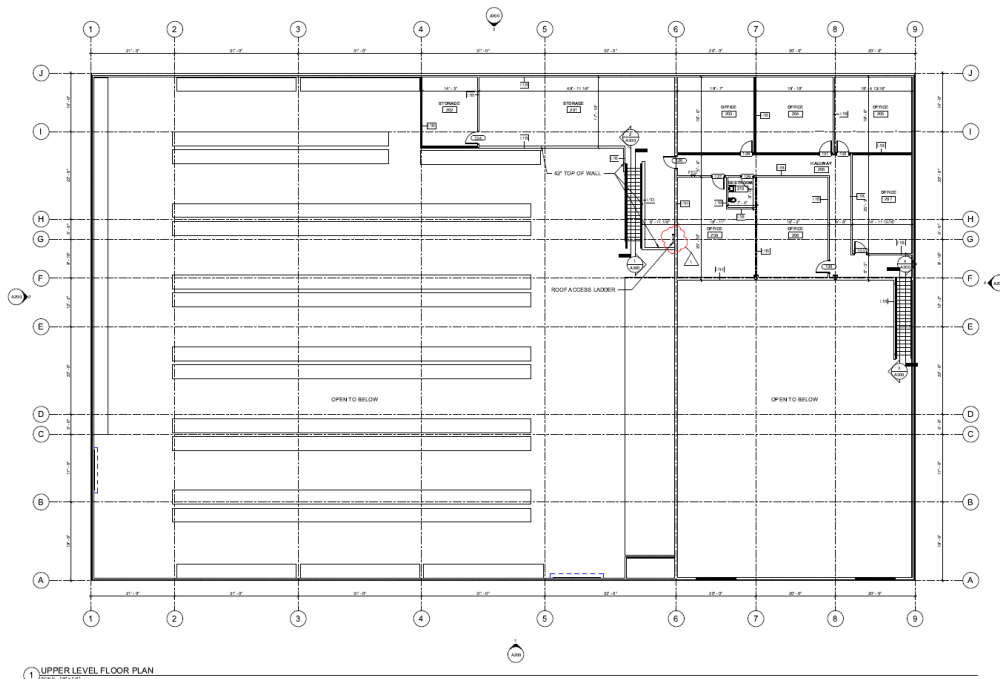
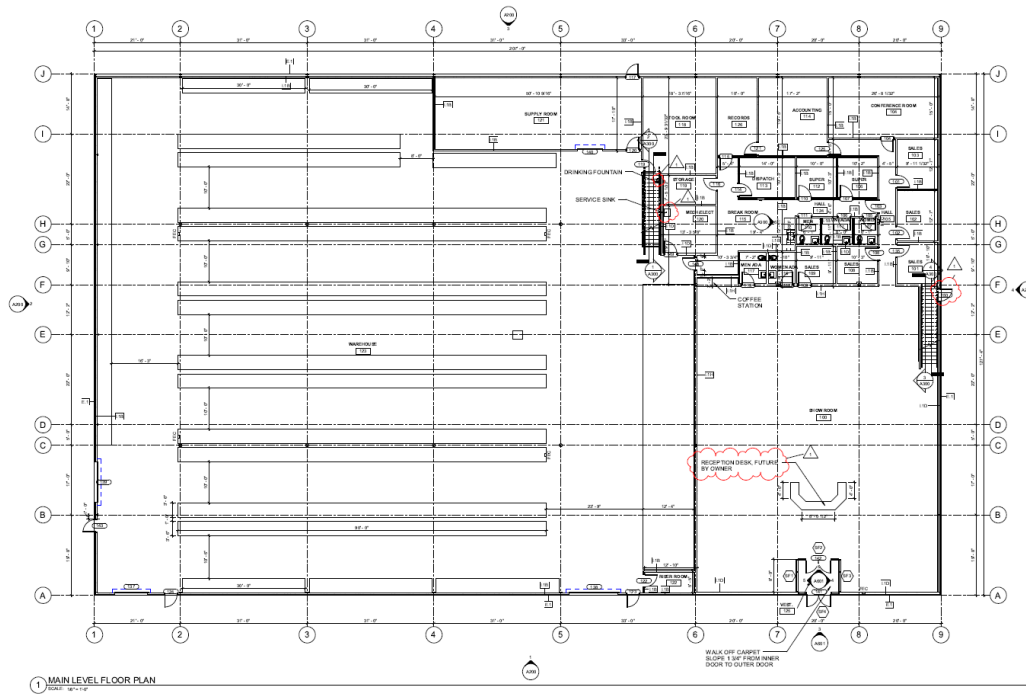
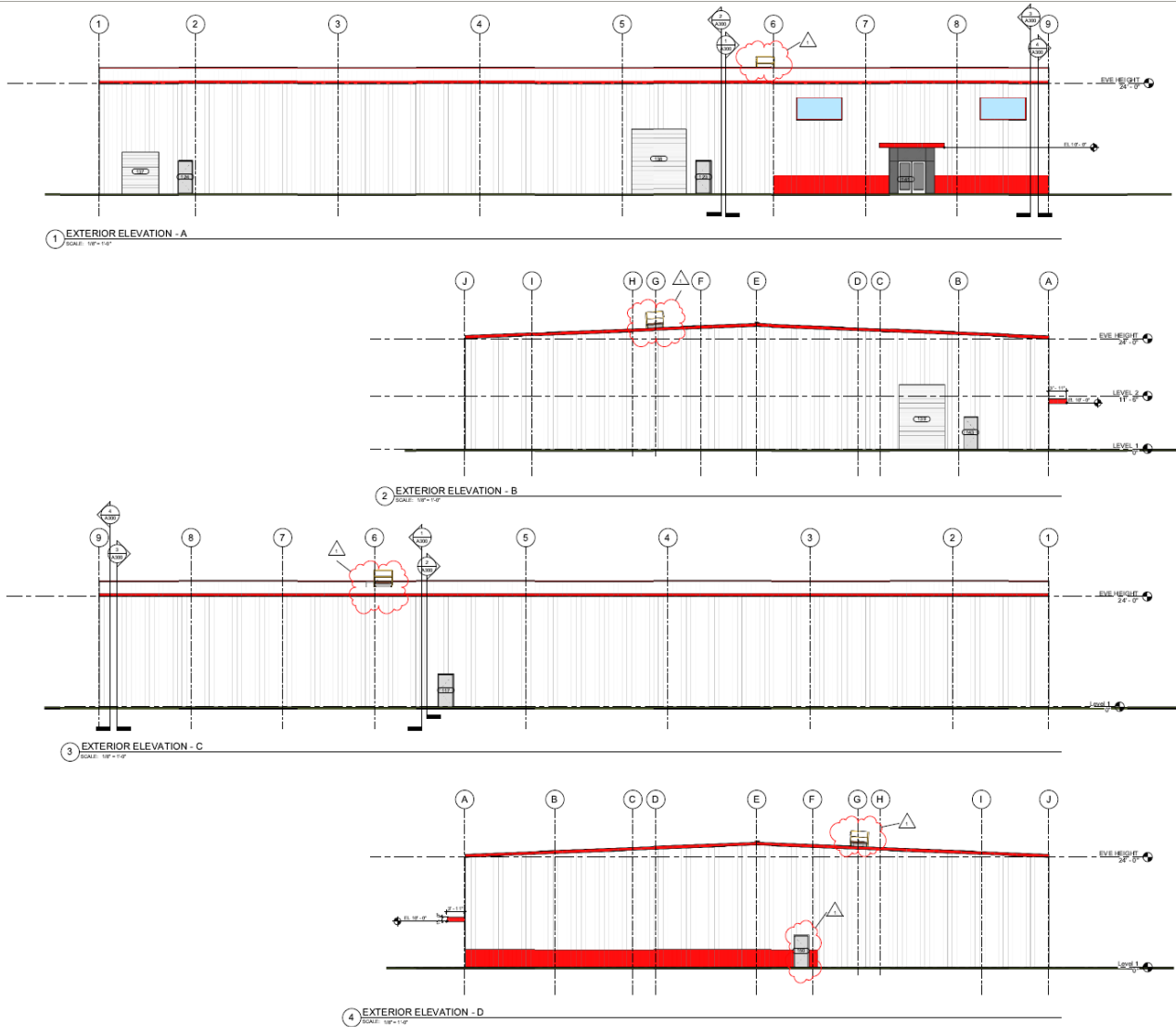


EXHIBIT B-1 DIAGRAMS OF MINIMUM IMPROVEMENTS (continued)



Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: Andy 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”); T.S. Investments Limited Liability Company, L.L.C. (“Developer”); and Phillips’ Floors, Inc. (“Employer”) 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 and Employer 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:

Lot 2, Williams Terrace Plat 1, in the City of Indianola, Warren County, Iowa

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on December 31, 2023, unless otherwise terminated as set forth in the Agreement; and

WHEREAS, the City, Developer, and Employer 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, Developer, and Employer have executed this Memorandum of Agreement for Private Development on the _____ day of _____, 2021.

[Remainder of page intentionally left blank; signature pages follow]

CITY OF INDIANOLA, IOWA

By: _____
Pam Pepper, Mayor

ATTEST:

By: _____
Andy 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 Andy 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]

T.S. INVESTMENTS LIMITED LIABILITY
COMPANY, L.L.C.,
an Iowa limited liability company

By: _____

Name: Tim Phillips

Its: President

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 Tim Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of T.S. Investments Limited Liability Company, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Memorandum of Agreement for Private Development – T.S. Investments Limited Liability Company, L.L.C.]

PHILLIPS' FLOORS, INC., an Iowa corporation

By: _____

Name: Tim Phillips

Its: President

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 Tim Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of Phillips' Floors, 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 – Phillips' Floors, Inc.]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Indianola, Iowa, (“City”), T.S. Investments Limited Liability Company, L.L.C., an Iowa limited liability company (“Developer”), and Phillips’ Floors, Inc., an Iowa corporation (“Employer”) 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 and Employer 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:

Lot 2, Williams Terrace Plat 1, in the City of Indianola, Warren County, Iowa

(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
ANNUAL CERTIFICATION

(due October 15, 2023 as required under terms of Development Agreement)

Developer and Employer certify that, during the time period covered by this Certification, Developer and Employer are and were in compliance with Section 6.7 of the Agreement as follows:

(i) All ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;

(ii) The Minimum Improvements were first fully assessed on January 1, 20____, at a full assessment value of \$_____, and are currently assessed at \$_____;

(iii) The total number of Full-Time Equivalent Jobs employed by the Employer at the Minimum Improvements as of October 1, _____ and as of the first day of each of the preceding eleven (11) months were are follows:

October 1, 20__:	_____	April 1, 20__:	_____
September 1, 20__:	_____	March 1, 20__:	_____
August 1, 20__:	_____	February 1, 20__:	_____
July 1, 20__:	_____	January 1, 20__:	_____
June 1, 20__:	_____	December 1, 20__:	_____
May1, 20__:	_____	November 1, 20__:	_____

(iv) The undersigned officers of Developer and Employer have each re-examined the terms and provisions of the Agreement and certify that at the date of such certificate, and during the preceding twelve (12) months, the Developer and Employer are not, or were 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.

DEVELOPER:

T.S. INVESTMENTS LIMITED LIABILITY
COMPANY, L.L.C., an Iowa limited liability company

By: _____

Name: _____

Its: _____

Date: _____

EMPLOYER:

PHILLIPS' FLOORS, INC., an Iowa
corporation

By: _____

Name: _____

Its: _____

Date: _____

Attachments: Proof of payment of taxes

Prepared by: Jenna H.B. Sabroske, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: Andy 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; T.S. INVESTMENTS LIMITED LIABILITY COMPANY, L.L.C., an Iowa limited liability company, having an office for the transaction of business at 2714 North Jefferson Way, Indianola, Iowa 50215 (“Developer”); and PHILLIPS’ FLOORS, INC., an Iowa corporation, having an office for the transaction of business at 2714 North Jefferson Way, Indianola, Iowa 50215 (“Employer”).

RECITALS

WHEREAS, the City, Developer, and Employer 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:

Lot 2, Williams Terrace Plat 1, in the City of Indianola, Warren County, Iowa

(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, Developer, and Employer 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, 2023, the Minimum Actual Value fixed for assessment purposes for the Minimum Improvements on the Development Property (building/improvement value only) in the aggregate shall be not less than Two Million Two Hundred Thousand Dollars (\$2,200,000). The Minimum Actual Value is the value before commercial rollback.

The Minimum Actual Value shall terminate and be of no further force or effect as of December 31, 2023 (“Assessment Termination Date”). Upon the Assessment Termination Date, this Minimum Assessment Agreement shall no longer control the assessment of the Development Property.

2. Developer and/or Employer 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 Employer, 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 and Employer agree that their 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 and Employer (not limited to the statutory remedies for unpaid taxes) and that Developer and Employer 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 and Employer agree that, prior to the termination of this Assessment Agreement, they 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 or Employer 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 or Employer 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.]

CITY OF INDIANOLA, IOWA

ATTEST:

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 Andy 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]

T.S. INVESTMENTS LIMITED LIABILITY
COMPANY, L.L.C.,
an Iowa limited liability company

By: _____

Name: Tim Phillips

Its: President

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 Tim Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of T.S. Investments Limited Liability Company, L.L.C., and that said instrument was signed on behalf of said limited liability company; and that the said officer acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for State of Iowa

[Signature page to Minimum Assessment Agreement – T.S. Investments Limited Liability Company, L.L.C.]

PHILLIPS' FLOORS, INC., an Iowa corporation

By: _____

Name: Tim Phillips

Its: President

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 Tim Phillips, to me personally known, who, being by me duly sworn, did say that he is the President of Phillips' Floors, 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 – Phillips' Floors, 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 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 (building/improvement value only) in the aggregate upon substantial completion of the Minimum Improvements, but no later than January 1, 2023, shall be at least Two Million Two Hundred Thousand Dollars (\$2,200,000) 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: Charlie Dissell, Community and Economic Development Director

Date: December 6, 2021

Subject: Public Hearing on a proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, and Phillips' Floors, Inc.

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: December 6, 2021

Subject: Resolution approving and authorizing execution of a Development Agreement by and among the City of Indianola, T.S. Investments Limited Liability Company and Phillips' Floors, Inc.

Recommendation: Roll call is in order.

Attachments: 1. T.S. Investments DA - Authorizing Resolution (01962902x7F7E1)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 6, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- 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.
- Resolution approving and authorizing execution of a Development Agreement by and among the City of Indianola, 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.

December 6, 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 among the City of Indianola, T.S. Investments Limited Liability Company, L.L.C., and Phillips' Floors, 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 AMONG THE CITY OF INDIANOLA, T.S. INVESTMENTS LIMITED LIABILITY COMPANY, L.L.C., AND PHILLIPS' FLOORS, 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
AMONG THE CITY OF INDIANOLA, T.S. INVESTMENTS
LIMITED LIABILITY COMPANY, L.L.C., AND PHILLIPS'
FLOORS, 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 on November 15, 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, 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 a grant 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 6th day of December, 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)

01962902-1\13538-170



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 6, 2021
Subject: Resolution approving an agreement with Snyder and Associates for a Stormwater GIS Attribute Survey.

Introduction: The City Council, at their meeting on January 19, 2021, approved and adopted a City-wide Stormwater Master Plan that includes +\$6.3 million worth of capital improvement projects to be completed over a long-term period.

Background: As a part of this plan, the creation of GIS database was recognized to be vital for the planning and decision-making process related to stormwater management.

Discussion: The completion of the entire GIS database is recommended as an early element of the master plan, since this information is critical to the future implementation of the plan. The GIS data collection process and deliverable will save the City time in future projects, provide a higher level of customer service, locate critical maintenance issues, and provide the opportunity to compare all city structures for ease of prioritization.

The proposed agreement with Snyder and Associates, for an amount not to exceed \$117,500, will include a storm sewer GIS survey and populating the City's ArcGIS database. This agreement assumes 1,350 storm sewer structures and associated pipelines, within the corporate limits of the City, that will be collected as a part of this survey and the creation of a GIS database.

Budget Impact: \$117,500

Recommendation: Staff recommends the Council to approve the resolution authorizing the agreement with Snyder and Associates for the professional engineering services required to complete this Stormwater GIS Attribute Survey.

Attachments:

1. ExhibitA_2021-11-19_Supp30_Storm-Sewer-GIS_Signed
2. Res 2021- Snyder Contract GIS Survey

Project No.: TBD

Supplemental Agreement No. 30
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:

Storm Sewer GIS Attribute Survey

PROJECT DESCRIPTION:

The PROJECT consists of administration, storm sewer GIS survey, and populating the City's ArcGIS database. This agreement assumes 1,350 storm sewer structures and associated pipelines will be scheduled for survey within the corporate limits of the City.

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 \$117,500.

Consultant is directed to proceed with the Work as set forth herein upon both parties executing this Work Order.

CITY OF INDIANOLA

By:

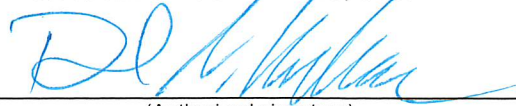
(Authorized signature)

(Title)

Date:

SNYDER & ASSOCIATES, INC.

By:



(Authorized signature)

President
(Title)

Date:

12/6/2021

EXHIBIT ‘A’

NORTH “F” STREET RECONSTRUCTION WEST 2ND AVENUE TO WEST DETROIT AVENUE FOR CITY OF INDIANOLA, IOWA

SCOPE OF WORK December 6, 2021

I. PROJECT DESCRIPTION

The project includes BASIC PROFESSIONAL engineering services for:

- A. Project Administration
- B. Storm Sewer GIS Survey
- C. Populating the City’s GIS Database

The project may also require EXTRA PROFESSIONAL engineering services which are further described below.

The maximum not to exceed fee of \$117,500 may not adequately provide the necessary time and resources to (1) survey up to 1,350 storm sewer structures, or (2) populate the City’s GIS Database with up to 1,350 storm sewer structures. The ENGINEER and CLIENT will meet to discuss additional work beyond the scope of this project if the maximum not to exceed fee of \$117,500 is not sufficient to complete the work.

II. SCOPE OF SERVICES

A. BASIC SERVICES

- 1. Project Administration
 - a. Kick-off meeting. The ENGINEER will attend a kick-off meeting with CLIENT at the beginning of the PROJECT.
 - b. Progress Meeting. The ENGINEER will attend one progress meeting with the CLIENT to discuss progress in collecting field data early on in the project schedule. The meeting shall occur within 2 weeks of commencing field data collection.
 - c. Monthly progress reports to the CLIENT. The report will include the number of structures surveyed during the billing month and a list of structures that need addressed and rectified by the CLIENT. See the section EXTRA SERVICES for additional details.
 - d. Monthly billing reports.
- 2. Storm Sewer GIS Survey
 - a. The ENGINEER will field locate and inspect up to 1,350 storm sewer structures owned by the CLIENT including manholes, inlets, outlets, weir

structures, and culverts owned by the CLIENT. The ENGINEER will coordinate with the CLIENT to recover and expose structures that are owned by the CLIENT. Structures not owned by the CLIENT will only be located and inspected at the downstream connection points to other jurisdictional systems. Multiple-cell style culverts will have one survey point at the upstream and downstream end. If manholes cannot be located, the CLIENT will assist in locating manholes with tracing devices or CCTV and arrange for excavation of manholes to a necessary extent to complete the survey.

- b. The ENGINEER will survey structures within a single drainage reach before commencing survey on a different drainage reach.
- c. If structure covers cannot be removed by ordinary means (e.g. locking or bolted covers, covers buried by 6-inches or more of soil, covers stuck due to presence of concrete, asphalt, soil, or rock) the CLIENT will assist in removing structure covers to a necessary extent to complete the survey. If structures need cleaned or debris removed, the CLIENT will clean or remove debris to a necessary extent to complete the survey.
- d. Surveys of storm sewer assets not owned by the CLIENT or return trips to survey structures not located or surveyed during the first attempt will qualify as EXTRA SERVICES as defined later in this agreement.
- e. Structure GPS location will be recorded in State Plane, Iowa South Coordinates and NAV88 Datum. For manholes, inlets, or outlets, one photo of the topside (external) and one photo looking down into the structure (internal) shall be taken for each inspection record. For weir structures one additional photo will be taken to show orifice, weir, and overflow openings (external). For culverts one photo will be taken showing looking into the pipe from each direction (internal). Additional photos will be taken of any significant defects noted during the inspection as related to the condition assessment.
- f. The CLIENT will restore soils, pavement, and other finished grade surfaces after the CLIENT makes efforts to locate or restore access to structures.
- g. The project schedule should allow for the use of a GPS Rover to provide centimeter level accuracy on structure northing, easting, and elevation. The schedule assumes that field data collection will take place when deciduous trees have lost their leaves. Situations may arise, however, when a GPS Rover will not work if surveying near or under heavy cover or near buildings. If a GPS rover will not work, a Total Station will be utilized. The ENGINEER will make every effort to minimize the use of a Total Station because data collection will be a less efficient use of time and budget.
- h. Storm manholes, inlets, outlets, weir structures, and large diameter culverts will be visually inspected and its condition classified as good, fair, or poor. Said classifications will be based on mutual agreeable criteria as discussed at the project kick-off meeting.
- i. The database attributes to be collected are as follows:

1. *Storm Manholes*: Facility ID, Install Date, Lowest Invert Elevation, Rim Elevation, Cover Type, Wall Material, Manhole Type, Condition ratings on castings, wall, and bench, Location Description, Active Status, Owned By, Inspection Date, Picture(s).
2. *Inlet/Outlet*: Includes street intakes and area intakes/beehives, and outlets. Facility ID, Lowest Invert Elevation, Rim Elevation, Opening Elevation, Wall Material, Intake Type, Condition ratings on castings, wall, and bench, Active Status, Owned By, Inspection Date, Picture(s).
3. *Weir Structures*: Includes detention basin outlet structures. Same as *Storm Manholes* with the addition of Orifice Elevation, Weir Low Elevation, Weir High Elevation, Overflow Elevation, and Spillway Elevation.
4. *Storm Gravity Mains (polyline feature)*: Facility ID, Material, Length, Diameter, Pipe Type, Flow Direction, Downstream Elevation, Upstream Elevation, Slope, From Manhole, To Manhole, Owned By.
5. *Culverts*: Same as *Storm Gravity Mains* except no From or To Manhole, Picture(s).
6. Notes:
 - a. Survey data will not be collected for subdrain structures including subdrain manholes and cleanouts.
 - b. The list of attributes cited above will be populated only for data collected in the field. Data not collected in the field (e.g. Install Date) will not be populated.

3. Populating the City's GIS Database

- a. The ENGINEER shall update the GIS mapping of the CLIENTS storm sewer network with the attribute information collected in the field. A point shapefile shall be created for all inspected and located storm sewer point structures. A polyline shapefile shall be created and updated with the storm sewer pipe information collected during inspections. All shapefiles will be created and maintained in State Plan, Iowa South Coordinates.
- b. The ENGINEER will populate the GIS database with structures from within a single drainage reach before commencing GIS database work on a different drainage reach.
- c. *Deliverables*. The ENGINEER shall provide the deliverables to the CLIENT as follows:
 1. Final updated storm sewer structure and pipe shapefiles.
 2. Inspection forms in PDF format.
 3. Inspection photos.
 4. The deliverables listed above will be provided to the CLIENT up to two occurrences during the project for each watershed – once at the 60% completion stage and once at final completion. Additional requests for updated shapefiles will be considered EXTRA SERVICES.
- d. *Completion*. The project will be considered complete after the deliverables have been submitted to the CLIENT. Requests to return and collect field data for structures not surveyed prior to the submission date are beyond

the scope of this project. The PROFESSIONAL will discuss such an event with the CLIENT and submit a cost for additional data collection and updating the City's GIS Database should the need arise.

- e. *City Training.* Provide training and tools needed for data collection in the field. Conduct training on the mapping applications upon completion of GIS data collection and database development. Instruct City staff on the various capabilities available in these applications. Copies of a manual will be made for all staff in attendance.

B. EXTRA SERVICES

The following items represent efforts that qualify as EXTRA SERVICES. Said items are defined below:

1. Surveys of structures not owned by the CLIENT.
2. Return trips to locate structures that cannot be field located by survey crews.
3. Return trips to structures where covers could not be removed by ordinary means. Ordinary means includes the use of a shovel to uncover no more than 6-inches of soil or rock, a framing hammer to loosen the cover, and a manhole pick to lift the cover.
4. Return trips to structures that need cleaned prior to further survey work. These are typically structures filled with mud and the inverts cannot be measured or observed.
5. Updated shapefiles beyond the number of deliverables identified in Section II.A.3.b.4.

III. CLIENT'S RESPONSIBILITIES:

1. The CLIENT shall name a project officer to act as the City's representative with respect to the work performed under this Agreement. All correspondence with the CLIENT related to the PROJECT shall be directed to the Project Officer and the Project Officer shall be invited to all progress meetings and other meetings called during the PROJECT.
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. The CLIENT will be responsible to identify the "install date" attribute for records that have not previously been obtained by the PROFESSIONAL.

IV. SCHEDULE

A. The ideal and most efficient schedule involves GIS Survey work after deciduous tree leaf dropping and prior to snowfall or after snow melt. The PROFESSIONAL will make every attempt to survey using a GPS Rover under said ideal conditions.

B. Anticipated Schedule: November 2021 – May 2022.

V. FEES

The above scope of services will be billed at the standard hourly rates found in Exhibit B.

BASIC SERVICES

Storm Sewer GIS Survey	\$93,500
Populating the City's GIS Database	\$24,000

TOTAL (maximum not to exceed)\$117,500

VI. EXTRA SERVICES

1. Extra Services as defined above shall be paid at the standard hourly rates found in Exhibit B including planning and drive time, equipment preparation, data collection, and revisions to the City's GIS Database. PROFESSIONAL will coordinate EXTRA SERVICES with the CLIENT in a manner to minimize additional trips, collection, and revisions to the GIS Database.

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
STORMWATER GIS ATTRIBUTE SURVEY**

WHEREAS, the City Council has determined it appropriate to complete the Stormwater GIS Attribute Survey (will be referred as the “Project”), which will help with the creation of GIS database that was recognized to be vital for the planning and decision-making process related to stormwater management; and

WHEREAS, the scope of work for this project estimates 1,350 storm sewer structures and associated pipelines, within the corporate limits of the City, that will be collected as a part of this survey and creation of GIS database.; and

WHEREAS, the City of Indianola requires engineering professional services associated with this project; and

WHEREAS, Snyder and Associates, Inc. has prepared and presented an agreement for those professional services for an amount not to exceed \$117,500; 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 \$117,500, is hereby approved for this project and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 6th day of Decpember 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 6, 2021
Subject: Resolution approving a contract for city manager recruitment.

Recommendation: Roll call is in order.

Attachments:

1. Baker Tilly
2. Baker Tilly Agreement Letter 12062021
3. Gov HR
4. Hinson Consulting Indianola CM Proposal 11-2021
5. Hinson-Indianola Engagement Letter 12-1-21
6. Res 2021- resolution approving contract with recruitment firm



City of Indianola, Iowa

Qualifications to provide recruitment and hiring of a City Manager

November 5, 2021

Contents

a. LETTER OF INTEREST	1
b. FIRM'S BROCHURE	3
c. RESUME FOR KEY PERSONNEL.....	9
d. EXPERIENCE CONDUCTING SIMILAR EXECUTIVE SEARCHES	17
FIRM INTRODUCTION.....	17
EXPERIENCE	17
e. RECRUITMENT PROCESS.....	21
OUR UNDERSTANDING OF INDIANOLA'S NEEDS	21
RECRUITMENT SOLUTIONS DURING THE COVID-19 PANDEMIC	22
REMOTE WORK	22
PROPOSED SOLUTION TO MEET INDIANOLA'S NEEDS	23
RECRUITMENT APPROACH.....	24
OUR STRATEGY FOR RECRUITMENT OF DIVERSE CANDIDATES	28
COMMITMENT TO DIVERSITY, INCLUSION AND BELONGING FOR SUCCESS (DIBS)	28
TIMELINE.....	31
WHY BAKER TILLY IS IDEALLY SUITED TO SERVE INDIANOLA.....	32
BENEFITS TO INDIANOLA.....	33
f. REFERENCES	34
g. DETAILED PROPOSED COST	35
PROFESSIONAL FEE	35
TRIPLE GUARANTEE	36
NEGOTIATIONS.....	36
APPENDIX I: SAMPLE BROCHURE	i
APPENDIX II: SAMPLE EXCERPT OF TTI REPORT	viii

a. Letter of interest

November 5, 2021

Ms. Jackie Raffety
Deputy City Clerk
City of Indianola
P.O. Box 299
Indianola, IA 50125

Dear Ms. Raffety:

Baker Tilly US, LLP (“Baker Tilly”) appreciates the opportunity to submit the following qualifications for executive recruitment services to the City of Indianola (the “City”) to help you identify your next City Manager. We believe that our record of successfully placing qualified and very accomplished professionals, along with our extensive experience providing executive recruitment services to cities, counties and other public-sector organizations nationwide, will be beneficial for your recruitment and will allow us to find the candidate who has the traits, skills, experience and overall competence you desire for your organization.

We know that you have options when it comes to selecting a recruitment firm. However, we believe that our unique approach, highly regarded customer service practices, and our record of identifying and recruiting top level executives in similar roles, sets us apart from our competitors. Additionally, we offer the following unique features:

- **Customized profile development:** working with the members of the City Council and designated staff, we develop a customized candidate profile based on the required, desired and preferred qualifications, traits and attributes you seek in the individual you interview or hire for your next City Manager. We strive to understand how Indianola’s current and anticipated needs and organizational priorities will shape your recruiting and selection requirements; then we collaborate with you to develop a nationwide or regional marketing, recruiting and outreach campaign. This approach has proven to effectively allow us to identify, attract and recruit highly qualified candidates for your review.
- **Proprietary management/leadership assessment:** relying on exclusively licensed predictive analytics tools (using data to determine patterns and forecast future outcomes and trends), we administer assessments to selected applicants to help us identify human potential in each of the candidates we present to you. Results are “Real,” “Impactful,” and “Powerful.” Furthermore, these results can provide you with more profound insights into the candidate’s management traits and leadership styles based on scientific data.
- **Recorded video interviews:** we ask selected candidates (semi-finalists) to complete a recorded, one-way video interview, using questions developed from your “candidate profile,” which gives your review team an additional tool to evaluate the semi-finalists before inviting them to a face-to-face interview.
- **Proprietary online application management:** our exclusively licensed, proprietary online application system enables us to efficiently manage applicant flow, classification and allows us to communicate with each applicant quickly and effectively. We communicate in real time with applicants, thereby engaging and informing them of each step, search related assignment and corresponding timeline throughout

the process. Our system also allows us to access, review and evaluate thousands of prior applicants or individuals who have manifested interest in similar positions. Generally, these are individuals who may not be actively seeking a job, but who may be open to "the right opportunity." This is another benefit and advantage we provide to our clients, which enables us to access a larger number of active and passive job seekers.

This statement of qualifications details our approach, expertise, references and pricing for this executive recruitment. Our team would consider it a professional privilege to provide these services to the City of Indianola.

Very truly yours,

BAKER TILLY US, LLP



Edward Williams, Ph.D.

Director

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E: edward.williams@bakertilly.com



Patty Heminover

Director

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b. Firm's brochure

Public Sector Executive Recruitment



Why do more and more public sector organizations use our firm to fill their most important executive positions?

- Guaranteed placements
- Trusted experts
- Competitive fixed fee

Industry leaders:

Our staff of professionals has been delivering executive talent to the public and not-for-profit sector for over 30 years. We are a national leader in executive recruitment for the public sector.

Specialized knowledge:

We provide expert advice on a variety of issues such as position requirements, compensation and contract terms. In addition, our proprietary assessment tools greatly increase the potential of a proper match to your organization.

We back it all with our guarantee which includes satisfactory placement for a fixed fee for up to two years.

What sets us apart?

- Seasoned professional consultants with government experience and know-how
- One of the largest executive level, local government candidate databases in the nation
- Data-driven hiring process
- Commitment to diversity
- Superior process of vetting candidates

Our team of experienced, full-time consultants - based in strategically placed offices across the United States - leverages the firm's national candidate network and time-proven processes to deliver the highest level of service in the industry.

Helping government be more effective

Your organization's success depends upon the caliber of your people! We deliver candidates that precisely "fit" your organization through our validated candidate matching tools.

What makes Baker Tilly different in the executive recruiting industry?

- 1** **Guaranteed success:** With our Triple Guarantee, we help remove risk by providing a no-nonsense assurance to our clients. We remain with your recruitment for the originally quoted fixed fee (no matter how long it takes) to find the candidate just right for your organization, and we back it all up with a two-year guarantee against voluntary resignation or termination for any reason.
- 2** **Beyond the surface:** A new executive is a significant investment for an organization. We know the power of that statement and, therefore, work beyond the traditional candidate review process. With our proprietary behavioral assessment database, we dig deeper than prerequisite reference calls and resume review. Our assessment is designed to focus more deeply on the identified core competencies, leadership style and potential for success in your organization.
- 3** **Proven results, customized strategies and efficiency:** Recruitment decisions are serious ones. The key to a solid search firm is reputation and sound experience, coupled with an eye toward innovation and customization. Our consulting team delivers results through proven methods linked with out-of-the-box strategies for an affordable and competitive fixed fee, every time.

Contact our public sector executive recruitment team

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➔ [www.bakertilly.com/specialties/
public-sector-executive-recruitment](http://www.bakertilly.com/specialties/public-sector-executive-recruitment)

Hire smarter Public sector executive recruitment tools



“ People get hired for their skills — but they succeed based on their ability to understand the culture of the organization. ”

The challenge

The traditional executive recruitment model excels at identifying and qualifying candidates based on “hard skills,” such as educational background, professional achievements and occupational skills. However, the traditional model doesn’t assess candidates’ “soft skills” and often fails to predict how they perform under pressure, deal with complex situations, manage staff and engage with others — in short, their “EQ.”*

In today’s interactive world, it is increasingly “soft skills” that determine the success of a new hire.

Especially in the case of the key executive staff, it is essential that their leadership style, proven competencies and work-related value systems “fit” the specific culture of your organization.

One of our goals is to measure those “soft skills” and ensure a candidate’s match to your organizational culture.

** **Emotional Intelligence Quotient:** Cluster of personality traits and social skills including mannerisms communication styles, attitude, motivation, openness, optimism, behaviors, etc.*

Our tools

Management Style Analysis™ is our proprietary assessment tool. Developed by a team of industrial psychologists, this assessment instrument is based on Baker Tilly’s more than 25 years of experience and research, working with candidates and organizations in both the public and private sectors.

In addition, our **benchmarking tools** offer the unparalleled ability to match a candidate’s leadership characteristics and management style with your organization’s unique cultural “personality,” resulting in a long-term fit between the selected candidate and your organization.

Contact info

Chuck Rohre
+1 (214) 608 7477
chuck.rohre@bakertilly.com

How it works

1 Client side

Your selection committee, with our support, identifies, selects and ranks critical competencies, leadership styles, work values and behaviors, arriving at a set of key criteria that are essential for the success of a candidate in your organization. These criteria then become part of our recruitment process against which we compare all candidates.

2 Candidate side

The competency model measures a candidate's soft skills across twenty-five distinct management characteristics including: Problem solving, Decisive judgment, Championing change, and Planning and organizing (See graphic below for the complete list). These standards are then matched to the position profile as defined by the selection committee. This process is repeated for management style, behaviors and work-related values. The resulting clear and concise targets offer an easy way to understand and compare candidates' unique comprehensive soft skills profile and leadership styles with the organization's needs.

3 Bringing it together

In addition to assessing traditional hard skills, we then match these soft skill values resulting in a better long-term fit between the selected candidate and your organization.

Critical competencies

- | | | |
|------------------------------|---------------------------------------|-------------------------------------|
| 1. Appreciating others | 10. Employee development/
coaching | 18. Planning and organizing |
| 2. Conceptual thinking | 11. Futuristic thinking | 19. Problem solving |
| 3. Conflict management | 12. Goal orientation | 20. Project management |
| 4. Continuous learning | 13. Influencing others | 21. Resiliency |
| 5. Creativity and innovation | 14. Interpersonal skills | 22. Self-starting |
| 6. Customer focus | 15. Leadership | 23. Teamwork |
| 7. Decision making | 16. Negotiation | 24. Time and priority
management |
| 8. Diplomacy | 17. Personal accountability | 25. Understanding others |
| 9. Flexibility | | |

The results

Our process provides clear and concise, data-driven intelligence to support hiring decisions, employee development and utilization, change management and organizational effectiveness. We provide strategic solutions for matching people with organizational roles.

 [www.bakertilly.com/specialties/
public-sector-executive-recruitment](http://www.bakertilly.com/specialties/public-sector-executive-recruitment)



Checklist for recruiting public sector employees

Strategies organizations can adopt and implement now to address the talent challenge

- ☐ **Recognize that the lack of qualified talent is a global challenge.** Therefore, it is imperative to assess the total rewards structure for each position and ensure market competitiveness (salary, benefits, relocation assistance, etc.).
- ☐ **Incentivize offerings to attract highly qualified applicants.** Without endangering internal equity, be open to the idea that the competition for talent may include adding atypical incentives. Consider the implications and/or benefits of offering such benefits as signing bonuses, relocation assistance, temporary housing or vacation/sick/accrued PTO on day one.
- ☐ **Establish an engaging and enticing marketing, recruiting and outreach campaign.** This will help “sell” your organization’s mission, vision and values. Communicate clearly, openly and honestly with applicants and potential candidates about divergent perspectives on the position, organization and leadership opportunity.
- ☐ **Highlight the growth potential for the position, where feasible.** Highlight additional opportunities for professional development and advancement.
- ☐ **Emphasize the culture of your organization.** Share opportunities for community livelihood and for the candidate’s family and work-life balance.
- ☐ **Utilize targeted social media or similar outlets to attract multiple generations.** Often, the best candidates are not active job seekers. However, great candidates may be willing to consider “the right” job. So it is important to design, develop and strategically deliver relevant and timely job announcements to the social media outlets potential applicants visit frequently.
- ☐ **Develop a selection process that considers candidates’ background and experience in different ways.** Selection processes may include leadership-management style assessments to understand the candidates’ fit, written exercises, making presentations and meeting with multiple interview panels.
- ☐ **Consider the benefits of hiring a public sector executive recruitment firm.** Take advantage of the resources, tools and expertise offered by outside firms.

About Baker Tilly’s public sector executive recruitment practice:

Our team has provided executive recruitment services to local governments, special districts, not-for-profits and school districts for more than 30 years. Baker Tilly delivers results that enhance and strengthen your organization.

c. Resume for key personnel

The Baker Tilly project team is designed specifically for the City of Indianola.

The project team represents experienced professionals who will be working on your City Manager recruitment. Our service team is selected to meet four very specific objectives for the City: 1) it represents the staff who will be directly responsible for your projects; 2) it provides a range of expertise to cover the range of service requirements; 3) it provides a national perspective of experience and institutional knowledge to achieve your future objectives; and 4) it represents the commitment to take personal and professional responsibility for the services and outcomes for the City of Indianola.

Project team leader

Patricia Heminover, Director

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Additional project team members

Art Davis, Director

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Patricia Heminover

Patty Heminover, a director with Baker Tilly, has more than 20 years of experience in local government.



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Education

Master of Education, Administration
Minnesota State University – Mankato

Mini MBA Program, Human Resources Management
University of Saint Thomas (Saint Paul, Minnesota)

Bachelor of Science, Consumer Science, Business
Administration
Minnesota State University – Mankato

Patty has been with the firm since 2010. Prior to joining Baker Tilly, she was a superintendent, assistant superintendent, director of human resources and director of finance. She brings considerable experience identifying management talent, leading organizational and process improvements, and developing and administering budgets.

Specific experience

- Executive Recruitment, employee development, benefits administration, strategic planning, performance management, market compensation studies, workforce planning, recognition programs and process improvement
- Experience identifying management talent, leading organization and process improvements, and developing and administering budgets
- Understanding of human resources and finance
- Experience working with governing boards
- Served as superintendent, co-superintendent of schools, director of human resources and finance, director of human resources and business services for two Minnesota school districts
- Facilitated discussions with legislators at the state level regarding education funding, securing new funding for a Minnesota school district

Industry involvement

- Minnesota Association of School Administrators (MASA)
- American Association of School Administrators (AASA)
- Minnesota Association of School Business Officials (MASBO)
- River Heights Chamber of Commerce, Member
- State Negotiators Association,
Minnesota School Board Association
- Patty has received a School Finance Award, technology leadership awards and helped establish the first K-12 International Baccalaureate School District in Minnesota

Continuing professional education

- Human Resource Certificate, University of St. Thomas
- Superintendents Licensure, State of Minnesota

Art Davis

Art Davis, a director with Baker Tilly, has pursued his passion to improve local government and create great communities for more than 30 years.



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Education

Master of Public Administration
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science
and Public Administration
William Jewell College (Liberty, Missouri)

Art specializes in providing executive recruitment and organizational management consulting services for cities, counties and not-for-profits.

Specific experience

- Successfully launched and expanded his own local government consulting firm over the course of 10 years
- Nearly 15 years' experience in executive recruitment
- Community leadership program facilitation
- Leadership and management development
- Strategic goal setting and strategic planning facilitation
- Organizational assessment, design and development
- Organization and community facilitation
- Served more than six years as associate director for the Civic Council of Greater Kansas City, a nonprofit, 501c4 membership organization comprised of CEOs representing some of the largest companies in the region
- Coordinated and organized a strategic and master planning process (and an update of the plan after four years) focused on re-developing downtown Kansas City, involving hundreds of stakeholders
- Served nearly six years as city administrator for Lee's Summit, Missouri and in other local government positions in Kansas
- Served as assistant to the Mayor of Dallas, Texas
- Led and participated in a wide variety of community initiatives; served on a major hospital board for 13 years and on other not-for-profit boards
- Presented with the L.P. Cookingham Award by the Greater Kansas City Chapter of the American Society for Public Administration, recognizing his long-term and outstanding contributions in the field of public administration

Industry involvement

- International City/County Management (ICMA), member since 1984

Sharon G. Klumpp

Sharon Klumpp, a director with Baker Tilly, has worked on behalf of local governments for more than 35 years and partnered with them to build strong organizations.



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Education

Master of Public Administration
University of Kansas (Lawrence, Kansas)

Bachelor of Arts, Political Science
Miami University (Oxford, Ohio)

Sharon specializes in providing executive recruitment, organizational management and facilitation services to local governments and nonprofits.

Specific experience

- More than 15 years' experience in executive search and organizational management consulting
- Served as associate executive director for the League of Minnesota Cities
- Appointed executive director of the Metropolitan Council, a seven-county regional planning agency for the Minneapolis-Saint Paul metropolitan area
- Served as city administrator in Oakdale, Minnesota and assistant city manager for St. Louis Park Minnesota and Saginaw, Michigan
- Private sector experience includes serving as the chief administrative officer for the Minneapolis office of a major global engineering and design firm
- Served as an adjunct instructor at Walden University, teaching public administration and organizational change in the University's School of Management

Industry involvement

- International City/County Management Association (ICMA)

Anne Lewis

Anne Lewis, a director with Baker Tilly, has worked for local governments for nearly 20 years.



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Education

Master of Science, Organizational Leadership
and Public Administration
Shenandoah University (Winchester, Virginia)

Bachelor of Science, Business Administration
and Management
Shenandoah University (Winchester, Virginia)

Prior to joining Baker Tilly, Anne served as an Assistant County Administrator for a Virginia county, a Deputy City Manager and an Assistant City Manager for two Virginia cities. Over the last 17 years, her experience in local government has also included positions as an Emergency Management Deputy Director, Public Information Officer, Human Resources Manager, Parking Authority Executive Director, Housing Director, Transit Director and Convention & Visitors Bureau Executive Director. She also has had responsibility for parks, recreation and community services, information technology, animal services, general services and legislative programs.

Industry involvement

- International City/County Management Association, Credentialed Manager (ICMA)
 - Task Force on Recruitment Guidelines Handbook
 - Task Force on Women in the Profession
 - Task Force on Internship Guidelines
- Virginia Local Government Management Association (VLGMA), former member of Executive Board
- Virginia Women Leading Government
- Government Finance Officers Association (GFOA)

Community involvement

- Shenandoah University Alumni Association, Executive Committee
- Shenandoah Apple Blossom Festival®, Board of Directors

Continuing professional education

- Graduate Certificate in Public Management
- Senior Executive Institute and LEAD graduate, The Weldon Cooper Center, University of Virginia

Edward G. Williams, Ph.D.

Edward Williams co-leads the public sector executive recruitment team and brings character, competence and expertise to every project.



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Languages

English
Spanish

Education

Ph.D., Educational Leadership and Policy Analysis
University of Missouri (Columbia, Missouri)

Master of Higher Education Administration
University of Missouri (Kansas City, Missouri)

Bachelor of Arts, Education
University of Missouri (Kansas City, Missouri)

Edward has more than 20 years of collective experience in human resources and organizational development at various levels, and across various disciplines including, state and local government, community and educational institutions. Edward co-leads the Public Sector Executive Search Team and works with the directors to ensure effective, efficient, and responsive service delivery in public sector recruitments.

Specific experience

- Human resources executive (municipal and state government)
- Executive recruitment, employee development, benefits administration, strategic planning, Performance management, market compensation studies, workforce planning, recognition programs and process improvement

Industry involvement

- Society for Human Resources (SHRM)
- Institute for Management Studies (IMS), advisory board
- Texas Municipal Human Resources Administration (TMHRA)

Community involvement

- Ft. Bend Habitat for Humanity, president, vice-president, secretary and member, board of (2014-2019)
- AAU basketball coach – middle school boys

Continuing professional education

- Institute for Management Studies - Houston
- International Personnel Management Association

Cecilia Hernández

Cecilia Hernandez is a senior recruitment analyst with Baker Tilly's executive recruitment practice.



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Languages

English
Spanish

Education

Bachelor of Science, Public Affairs
University of Texas at Dallas (Richardson, Texas)

Master of Public Affairs with a Local Government
Concentration
University of Texas at Dallas (Richardson, Texas)

Cecilia is responsible for supporting the consultants throughout each recruitment process and keeps in contact with the candidates for any questions or concerns they have.

Specific experience

- Communicates with and sends out candidate questionnaires to candidates once the field of applicants for a position has narrowed to a smaller group
- Responsible for creating reports used and sent to clients, submits candidates' information for background checks and verification of their education, as well as scheduling interviews for finalists
- Worked for a Texas city government as the records management clerk and provided administrative support for the city secretary department; responsibilities were extended to also provide support for the City Manager and prepare for City Council meetings
- Worked for a Dallas area university humanities department; worked closely with event coordinator and manager to ensure that programs and events scheduled ran smoothly; was a contact for students and provided support

Michelle Lopez

Michelle Lopez, a senior recruitment analyst at Baker Tilly, has been with the firm since 2017.



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Education

Currently pursuing Bachelor of Science, Project
Management
Colorado State University – Global Campus

Associate in Arts, Liberal Arts
Minneapolis Community College (Minneapolis, Minnesota)

Michelle assists in the organizational management of the executive recruitment process. Along with coordinating internal workflow, she also works with clients and candidates to ensure objectives are met throughout the process.

Specific experience

- More than 10 years of administrative support experience for multiple departments, including human resources and marketing
- Four years of experience in information technology help desk and support
- Survey and data reporting
- Reference checks for potential candidates
- Interview coordination and scheduling
- Recruitment marketing research and organization

d. Experience conducting similar executive searches

Firm introduction

Baker Tilly is a nationally recognized firm with a long history of service to clients located throughout the country. For 90 years, Baker Tilly has understood that our business demands absolute integrity, a belief in the value of trusted relationships and a willingness to collaborate with every client. We will strive to continue to deepen and enhance our relationship with Indianola as we seek to become your **Value Architect™**.

Executive recruitment for public and non-profit clients has been a part of Baker Tilly's portfolio of advisory services for more than 30 years. Within Baker Tilly, our executive recruitment team consists of 10 recruitment consultants and project coordination staff available to meet your executive recruitment needs. Each consultant assigned to this recruitment has experience working with cities, counties, special districts, not-for-profit organizations and school districts and the many different disciplines that comprise the Indianola organization. Baker Tilly's consultants bring an experienced, participatory and energetic perspective to each engagement. Our unique approach and personal touch are reflected in our internal standard to provide outstanding services that exceed your expectations. Our combined consultant team has conducted more than 1,500 executive searches.

The Baker Tilly project team will collaborate with the City Council and the City's designated staff as your technical advisor to ensure that the recruitment process for your next City Manager is conducted in a thorough and professional manner consistent with "best practices" in the public sector executive recruitment space. Our objective is to generate highly qualified candidates and assist you with the screening and evaluation of these candidates.

Since our firm's beginning, we have emerged as a leader in human resource management consulting and executive recruitment. It is our 30+ years of consulting experience, coupled with our unique approach and personal touch that drives our internal standard for delivering outstanding services and leading-edge products.

Experience

The following is a list of executive recruitments recently conducted by members of the Baker Tilly team.

List of relevant projects: 2016 to present				
Year	Client	State	Project	Population
Current	Belton	MO	City Manager	23,480
Current	Blue Springs	MO	City Administrator	54,850
Current	Grand Rapids	MI	Deputy City Manager	192,294
Current	Greeley	CO	City Manager	105,888

d. Experience conducting similar executive searches

List of relevant projects: 2016 to present

Year	Client	State	Project	Population
Current	Joplin	MO	Assistant City Manager	50,386
Current	Kearney	NE	City Manager	33,464
Current	La Marque	TX	City Manager	16,627
Current	Louisville	CO	City Manager	20,860
Current	Minnetrasta	MN	City Administrator	7,621
Current	North Kansas City	MO	City Administrator	4,477
Current	Oak Hill	TN	City Manager	4,587
Current	Spicer	MN	City Administrator	1,188
2021	Carrboro	NC	Town Manager	21,230
2021	Clearwater	FL	City Manager	115,159
2021	College Park	MD	City Administrator	32,196
2021	Corpus Christi	TX	Assistant City Manager	323,733
2021	Evansville	WI	City Administrator/Finance Director	5,378
2021	Inver Grove Heights	MN	City Administrator	34,344
2021	Kimball	NE	City Administrator	2,578
2021	Long Grove	IL	Village Manager	7,956
2021	Moline	IL	City Administrator	41,902
2021	Rockville	MD	Deputy City Manager	66,940
2021	Shakopee	MN	Assistant City Administrator	40,731
2020	Eau Claire	WI	City Manager	68,866
2020	Fairmont	MN	City Administrator	10,126
2020	Front Royal	VA	Town Manager	15,239
2020	Herington	KS	City Manager	2,304
2020	Kansas City	MO	City Manager	488,943
2020	Lake Ozark	MO	Asst City Admin/Comm Eco Dev Director	1,792
2020	Maple Plain	MN	City Administrator	1,807
2020	Matanuska-Susitna Borough	AK	Borough Manager	108,317
2020	Missouri City	TX	City Manager	74,705
2020	Moose Lake	MN	City Administrator	2,798
2020	Oakdale	MN	City Administrator	28,083
2020	Rochester	MN	City Administrator	114,011
2020	Scottsbluff	NE	City Manager	14,874
2020	St. Joseph	MO	City Manager	74,959
2019	Beeville	TX	City Manager	12,937
2019	Cloquet	MN	City Administrator	11,938
2019	Hobbs	NM	City Manager	37,764
2019	Lake Lotawana	MO	City Administrator	2,099
2019	Norman	OK	City Manager	122,843
2019	Paris	TX	City Manager	24,800
2019	Park City	KS	City Administrator	7,499

d. Experience conducting similar executive searches

List of relevant projects: 2016 to present

Year	Client	State	Project	Population
2019	Port Arthur	TX	City Manager	53,937
2019	Willmar	MN	City Administrator	19,628
2018	Addison	TX	City Manager	15,368
2018	Asheville	NC	City Manager	89,121
2018	Ashland	OR	City Administrator	21,636
2018	Avondale	AZ	City Manager	82,881
2018	Belle Plaine	MN	City Administrator	6,838
2018	Billings	MT	City Administrator	110,323
2018	Burnsville	MN	City Manager	61,434
2018	Christiansburg	VA	Town Manager	21,533
2018	Grand Rapids	MI	City Manager	192,294
2018	Herington	KS	City Manager	2,362
2018	Kingman	AZ	City Manager	29,029
2018	Maricopa	AZ	City Manager	46,903
2018	Middleburg	VA	Town Administrator	828
2018	Mora	MN	City Admin/Public Utilities GM	3,453
2018	Salina	KS	City Manager	46,994
2018	Shawnee	KS	City Manager	64,323
2018	York	PA	Business Administrator	43,859
2017	Berthoud	CO	Town Administrator	5,807
2017	Christiansburg	VA	Town Manager	21,533
2017	Cloquet	MN	City Administrator	11,938
2017	Dickinson	TX	City Administrator	19,595
2017	El Dorado	KS	City Manager	12,852
2017	Glenview	IL	Village Manager	45,417
2017	Lake Havasu City	AZ	City Manager	53,743
2017	Littleton	CO	City Manager	44,275
2017	Manassas Park	VA	City Manager	16,149
2017	Morehead City	NC	City Manager	9,203
2017	Mounds View	MN	City Administrator	12,525
2017	Oldsmar	FL	City Manager	13,913
2017	Orono	MN	City Administrator	8,009
2017	Riviera Beach	FL	City Manager	33,263
2017	Rochester	MN	City Manager	110,742
2017	Roxbury Township	NJ	Township Manager	23,324
2016	Brooklyn Center	MN	Deputy City Manager	31,006
2016	Cary	NC	Town Manager	151,088
2016	Charter Township of Kalamazoo	MI	Township Manager	20,918
2016	Christiansburg	VA	Town Manager	21,533
2016	Circle Pines	MN	City Administrator	4,953

d. Experience conducting similar executive searches

List of relevant projects: 2016 to present

Year	Client	State	Project	Population
2016	Commerce	TX	City Manager	8,276
2016	Crested Butte	CO	Town Manager	1,519
2016	Deerfield Beach	FL	Assistant City Manager	78,041
2016	Denton	TX	City Manager	123,099
2016	Dumfries	VA	Town Manager	5,168
2016	Fredericksburg	VA	City Manager	28,132
2016	Greensboro	NC	Asst City Manager, General Government	279,639
2016	Hayden	CO	Town Manager	1,801
2016	Jersey Village	TX	City Manager	7,862
2016	Mankato	MN	Deputy City Manager	40,641
2016	Medford	OR	City Manager	77,677
2016	Mooreville	NC	Town Manager	34,887
2016	Moorhead	MN	City Manager	39,398
2016	Moose Lake	MN	City Administrator	2,787
2016	North Branch	MN	City Administrator	10,087
2016	Roswell	NM	City Manager	48,611
2016	Shakopee	MN	Assistant City Administrator	39,167
2016	Virginia	MN	City Administrator	8,661
2016	Warsaw	VA	Town Manager	1,498
2016	Wayzata	MN	City Manager	4,217
2016	Williamsburg	VA	Assistant City Manager	15,206

e. Recruitment process

The recruitment will be national and inclusive in nature, with a candidate pool of diverse, experienced and talented individuals.

Our understanding of Indianola's needs

We understand the City of Indianola is looking for a timely, effective, efficient, responsive, well-managed and thorough search process to recruit and identify highly qualified candidates for your next City Manager.

Baker Tilly will work with the City Council, City staff and other designated stakeholders to understand the desired qualities and professional capabilities that are most important to your organization for this recruitment. This information helps us present the City of Indianola and the vacancy to well-regarded candidates, emphasizing the opportunities for leadership and professional growth as well as presenting Indianola as a vibrant and thriving community in which to live and work.

We recognize that there is significant competition for experienced local government managers today. For this reason, we work with you to develop a recruitment strategy that includes an aggressive marketing, recruiting and candidate outreach campaign. As you know, a successful recruitment often depends upon the ability to reach successful executives who may not necessarily be in search of new employment opportunities. Thus, we use existing resources to inform and encourage qualified professionals to apply for opportunities with your organization. We believe that these efforts are critical to ensuring that the City receives a qualified candidate pool.

Baker Tilly manages and tracks applicant information and provides regular communications, updating the applicants on the status of the recruitment. Our communications are always professional and respectful.

We take pride in our ability to provide the City with comprehensive information about each candidate we present, expanding beyond applications and resumes, to better understand their professional experience, the leadership and management style they will bring to your organization, and their motivation for pursuing this career opportunity. We also assist you in the preparation of interview questions, interview day scheduling, planning and structuring as needed. Additionally, we are available to you and present throughout each interview session and are able to facilitate your deliberations and negotiations with the top candidate.

Recruitment solutions during the Covid-19 Pandemic

In response to the COVID-19 Pandemic, the Baker Tilly executive recruitment team leader will work closely with Indianola's designated point of contact to develop alternative methods to complete all aspects of our established search processes using existing technologies and ensure the overall safety of all involved, which may include virtual or telephonic meetings, interviews or conversations.

As such, we will creatively collaborate with your organization to provide you with access to critical information you may need to make your hiring decisions. Additionally, we can utilize our capability for video conferencing during meetings, candidate interviews, etc.

When the time arrives for the City Council to interview candidates, we may encourage and support the steps established or recommended by local, state or federal guidelines, public health and medical professionals, including social distancing guidelines and protocols.

Baker Tilly has successfully organized several successful virtual and on-site interview processes following the prescribed social distancing protocols and best practices. As such, Patty Heminover is able to provide corresponding on-site support and assistance, if requested.

Remote work



For Baker Tilly, the safety of our people is paramount. We are committed to playing our part in containing COVID-19 by practicing responsible social distancing. The City's engagement team has various tools enabling them to assist you from any location. Baker Tilly professionals each receive their own laptop and remote access credentials to connect to our internal network from outside the office. When Baker Tilly and the City are not able to meet in person, we have web conferencing software – including Zoom, WebEx and Microsoft Teams – to quickly set up online meetings. **Please understand that we are prepared to deliver an exceptional service experience remotely if necessary.**

Additionally, we use Huddle, a secure cloud collaboration software, to work together anywhere, anytime and on any device. Huddle provides a platform for Indianola and Baker Tilly to come together, share files, assign tasks, and track activity in a secure environment. Using Huddle as a central hub of activity means we all spend less time organizing documents, chasing approvals and searching through email – and more time achieving tangible results. The platform also enables real-time communication, meaning the status of your engagement will always be available.



Proposed solution to meet Indianola's needs

The recruitment will be conducted out of our Minneapolis office. Patty Heminover will serve as the project team leader. Our proven process includes five major tasks:

1. Recruitment brochure development and advertising

- We schedule and meet with Indianola's elected officials, appointed management team members and key stakeholders, as requested, to understand your desired needs, strategic directions, overall candidate expectations and to develop a candidate profile

2. Execution of recruitment strategy and identification of quality candidates

- Using the approved profile, we develop a colorful, appealing brochure and embark on a national or regional targeted recruitment campaign
- Additionally, we simultaneously launch a direct applicant outreach campaign targeting eligible prospects identified via our extensive searchable applicant database
- Using our proprietary applicant tracking system, we communicate and update applicants on key processes and corresponding search progress

3. Screening of applications, recommendation of semi-finalists and selection of finalists

- Once we identify the most promising applicants, we ask them to complete our due diligence questionnaire and a candidate questionnaire while the project team conducts a comprehensive web and social media scan to elicit information that could be relevant to employment
- These applicants also complete a recorded, one-way video interview of selected questions designed to secure a different perspective on the applicant's overall qualifications
- We provide you with a Semi-Finalists Report of the top candidates, which includes resumes, cover letters and due diligence questionnaire responses
- Selected finalists complete a management and leadership style and strengths assessment (personality and behavior analysis) to provide us with important information about their styles, temperament, preference, etc.

4. Conducting background checks (criminal, civil, credit and driving record), reference checks and academic verifications

- Background records checks and academic verification
- References

5. Final interview process

- Once the City Council identifies its top 3-5 finalists, we work with you and the finalists to coordinate all aspects of the interview process
- Employment offer – assistance and feedback

Recruitment approach

Task I. Recruitment brochure development and advertising

The development of a comprehensive recruitment brochure that includes a profile of the ideal candidate is an important first step in your recruitment process. This profile includes the required academic training, professional experience, leadership, management and personal characteristics related to the success of the candidate in the position of City Manager. The recruitment brochure will also include a profile that captures the essence of Indianola as a highly-attractive venue for the successful candidate to live and work.

To prepare the recruitment brochure, the project team leader will come on site to meet with the City Council, City staff and other designated stakeholders to discuss the required background, professional experience, and management and leadership characteristics for your City Manager. We meet individually (or collectively depending upon your preference) with members of the City Council to broaden our understanding of the position's leadership and management requirements, current issues, your strategic priorities and your expectations for the City Manager. [See example of a recruitment brochure in [Appendix I.](#)]

Information obtained from these meetings, coupled with our review of the job description and other City documents, is used to prepare a position and candidate profile. The completed profile will be approved by the City before recruitment begins. The position and candidate profile will be central to our recruitment strategy and outreach to potential candidates.

The project team will also work with the City to develop an advertising and marketing strategy to notify potential candidates about the vacancy and conduct an open recruitment that encourages applications from a talented and diverse pool of candidates. Our team will place ads in appropriate professional publications, websites and local print media, if required, and coordinate with City staff to include information about the search on the City's social media platforms. Additionally, Baker Tilly has a high-traffic website which includes an exclusive location dedicated to encouraging potential candidates to upload their resumes. The aggressive advertising and marketing campaign for top talent will include national, state, regional and local elements as determined during our initial meetings with Indianola's representatives. Our customized mailing list, selected from our extensive database and contacts collected at appropriate public-sector conferences, will be utilized to further promote the City Manager position.

Project milestone	Deliverables	Timeline
Position profile and recruitment brochure development	- Interviews with the City - Baker Tilly receives information on Indianola's budgets, organizational charts, images, logos, etc. - Develop draft documents (recruitment brochure, advertisement, marketing letter and timeline)	2 weeks
Approve brochure, begin advertising and distribute marketing letter	- Brochure sent to the City for final approval - Commence advertising and distribution of recruitment brochure	1 week

Task II. Execution of recruitment strategy and identification of quality candidates

Utilizing the information developed in Task I, Baker Tilly will identify and reach out to individuals who will be outstanding candidates for the position of City Manager. Often, well-qualified candidates are not actively seeking new employment and will not necessarily respond to an advertisement. However, if a potential candidate is presented with the opportunity directly and in the proper manner, he or she may apply. We take pride in our ability to locate highly qualified candidates across the nation based on the professional contacts and relationships we have developed and maintained over many years.

These efforts will be supplemented by the creation of a customized database utilizing our extensive, interactive applicant database for the City Manager position. This will provide the Baker Tilly team with the ability to customize applicant flow and tracking, communication with applicants and conduct database inquiries for candidates based on characteristics important to the City such as geographic location, particular experience, expertise and credentials.

During this part of the process the project team will work with the City Council and designated City staff to reach consensus on the leadership and management style for the ideal candidate. Our research will determine the key competencies, work values and leadership/management style for the City Manager and match the candidates to each attribute.

While recruitment is under way, the project team will work with a team of up to 10 subject matter experts (SMEs) who know what successful performance in the City Manager position looks like to reach consensus on the desired leadership and management style for the ideal candidate. We ask the SMEs to complete a 30-minute, on-line questionnaire. When aggregated, these responses generate a benchmark that prioritizes the key competencies, work values and leadership/management style attributes for this position, creating a framework for assessing candidate fit with Indianola. Later in the process, finalists for the position are asked to complete a companion questionnaire that allows us to match candidates' competencies, work values and leadership/management style to the benchmark. [See sample excerpt of TTI report in [Appendix II.](#)]

Each candidate submitting a resume is sent a timely acknowledgement by our team, including an approximate schedule for the recruitment. Throughout the recruitment process, communications are maintained with each candidate regarding information about the recruitment progress and their status in the process. We take pride in the many complimentary comments made by candidates regarding the level of communication and the professional manner in which they are treated during our recruitments.

Project milestone	Deliverables	Timeline
Execution of recruitment strategy and candidate outreach	- Online data collection and profile development - Development of interactive, searchable applicant database for recruitment of the City Manager - Baker Tilly performs direct outreach to prospective candidates identified in the recruitment strategy - Utilization of extensive applicant database to identify applications and review applicant pool for competencies/demographics	4-5 weeks

Task III. Screening of applicants and recommendation of semi-finalists

In Task III the project team, under the direction of Patty Heminover, will screen the candidates against the criteria within the position and candidate profile and develop a list of semi-finalists for recommendation to the City Council. We will then narrow the list to a group of 10-15 semifinalists for review and select finalists on the basis of written candidate questionnaires, early due diligence information, consultant phone interviews and recorded, one-way video interviews.

Another unique aspect of our recruitment process is our use of online recorded interviews for the screening process. Responses are timed and questions are not provided in advance. This tool allows our team to develop a more comprehensive understanding of each candidate's ability to "think on their feet," as well as their personal and professional demeanor. Our team will provide an online link for the City Council and designated City staff, as well as others who have input into the hiring decision, allowing them to review and later discuss the recorded responses. This provides your organization with additional candidate assessment tools that can be customized to fit the unique needs of the City of Indianola.

Throughout the process, you will have access to our Master Applicant List (MAL), which will provide pertinent data for each applicant.

Project milestone	Deliverables	Timeline
Applicant screening and recommendation of semi-finalists	– Baker Tilly compares applications to the approved candidate profile, developed in our searchable applicant database – Most promising applicants are asked to complete candidate questionnaires and provide due diligence information – Media, internet and social media scan for information pertinent to future employment – Top 10-15 candidates identified as semi-finalists – Semi-Finalist Report is prepared, including the brochure, master applicant list, cover letter and resume of candidates to be considered – Baker Tilly and the City Council review video interviews – Project team leader meets with the City Council to review recommended semi-finalists – City Council selects finalists for on-site interviews – Finalists complete candidate management style assessment, responses are reviewed and interview questions are developed	2-3 weeks

Task IV. Conducting background checks, reference checks and academic verifications

When the City Council approves of a group of finalists for on-site interviews, Baker Tilly will begin the process of conducting reference checks, background checks and academic verifications. A Confidential Reference Report is prepared for each finalist to complete our understanding of his/her management and leadership characteristics and professional work performance.

Background checks will include information from the following areas:

Consumer credit	Bankruptcy
City/county – criminal	State district Superior Court – criminal
City/county – civil litigation	State district Superior Court – civil
Judgment/tax lien	Federal district - criminal
Motor vehicle driving record	Federal district – civil litigation
Educational verification	Sex offender registry

To ensure that our quality standards are maintained, we require a minimum of 10-15 business days between the time that you select the finalists for on-site interviews and when we submit the candidate documentation for your final interview process.

Project milestone	Deliverables	Timeline
Design final process with City for on-site interviews with finalists	– Baker Tilly confirms interviews with candidates – Travel logistics are scheduled for candidates	1-2 days
Background and reference checks and academic verification	– Baker Tilly completes background checks, reference checks and academic verifications for finalists	2-3 weeks

Task V. Final interview process

Upon completion of Task IV, we will work with the City Council and others designated to develop the final interview process, including the use of virtual platforms as requested. We customize the final interview process according to the needs and functions of the position and according to your preference, instructions and directives to include steps that are important to you, our client. As such, the final interview process may include meetings with the department heads, a City tour and the opportunity for a meet and greet, if requested by the City. In advance of the interviews, we will provide documentation on each of the finalists which will provide the highlights of their leadership/management profile (Gap Analysis) as well as a summary of the results of the reference checks, background checks and academic verifications. In addition, the Final Report will include guidelines for interviewing the candidates, suggested interview questions and a candidate assessment process for your interview panel(s).

The project team leader will be available during the final interview process to answer questions about the candidates and, if requested, assist with the final evaluation of the candidates. In addition, we will assist you with the development of a compensation package and related employment considerations and assist with the negotiation of an employment agreement.

Project milestone	Deliverables	Timeline
Final Report prepared and delivered to the City	Final Report is prepared; including brochure, interview schedule, cover letter, resume, candidate questionnaire, suggested interview questions, candidate assessment form and management style probing questions	1 day
On-site interviews with finalists	- Interviews are scheduled - Recruitment project team leader attends client interviews and is available to participate during deliberations of candidates	1-2 days
Offer made/accepted	- If requested, Baker Tilly participates in candidate employment agreement negotiations - Baker Tilly notifies candidates of decision - Baker Tilly confirms final process close out items with the City of Indianola	1-2 days

Our strategy for recruitment of diverse candidates

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We have established strong and credible networks with minority and female leaders nationwide. In addition, we are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Local Government Hispanic Network and are on their National Corporate Advisory Council. We participate in their membership events on a regular basis.

To that end, we take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. In this recruitment, we will use our established networks to make direct and personal contacts with prospective minority and female candidates and encourage them to consider the City of Indianola's City Manager position. Because of our performance record in presenting a diverse applicant pool, these prospective candidates know they will be fairly considered in the process.

Baker Tilly is committed to ensuring equitable participation in our business and employment opportunities without regard to race, color, religion, sex, national origin, age, disability, veteran status, marital status or sexual orientation. As a leader in the executive recruitment industry, we take positive actions to prevent and to remedy any discriminatory effects of business and employment practices.

Commitment to Diversity, Inclusion and Belonging for Success (DIBS)

At Baker Tilly, diversity, inclusion and belonging is *who we are* rather than *what we do*. Creating an environment where all team members are valued empowers us to bring our authentic selves to work each day. **When our contributions reflect our individual best, we achieve better results for Indianola.**

Belonging is a core Baker Tilly value. We foster a deep level of mutual respect where each one of us feels seen, heard, valued and connected. Each team member commits to upholding a diverse and inclusive workplace driven by fairness, compassion and equality.

We choose to embed DIBS into all aspects of our business – from strategy to operations.

From how we recruit, develop and promote team members, to the way we serve clients, manage projects and treat each other.

Day in, day out.

Throughout the firm, you will find our DIBS philosophy and practices embedded into everything we do. We hire people who bring new perspectives and experiences. We embrace our differences and believe a more open, connected world serves everyone better. DIBS is the lens that helps us see things more broadly and lights the path for us to follow. This benefits our people, our clients and our communities.

DIBS steering committee



Baker Tilly's national DIBS steering committee is designed to strengthen our firm's culture of diversity, inclusion and belonging. Theresa Nickels, partner and chief legal counsel, chairs this committee. A cross-section of leaders across the firm oversee our strategy – from inclusion-related communications to accountability measures for our key diversity goals and coordination of our signature initiatives described below.

Growth and Retention of Women (GROW)



Through our GROW initiative, Baker Tilly provides women valuable opportunities to network, share their stories, acquire skills, strengthen professional relationships and advance in their careers. Our commitment to GROW increases the number of women in management positions, enhances the retention of women at all firm levels, creates an environment where women feel empowered and supports our advocacy of advancing women in business. It also helps us share knowledge gained with clients and creates a workforce that reflects our client base.

Supporting Opportunity, Advancement and Retention for all (SOAR)



SOAR focuses on improving inclusion and increasing retention of team members of color to create a more inclusive, innovative and productive workforce. Diversity makes each of our professionals unique; inclusion is how that unique team collaborates to achieve common goals. Our SOAR strategy rests on four key pillars: talent acquisition, advancement, education and awareness and recognition.

NexGen: joining workforce generations



Today, four generations coexist in the workplace – baby boomers, Gen X, millennials and Gen Z – and each brings unique viewpoints influenced by events and experiences in their lifetime. With NexGen, we aim to empower the next generation of team members to collaboratively engage in the firm's progress while promoting an overall investment in our future. Key components of NexGen's vision involve discovering how different generations can build rewarding professional relationships that are mutually beneficial. NexGen amplifies the voices of our firm's next generation of professionals – providing leadership and growth opportunities along the way.

PRIDE team member network



Our PRIDE team member network exists to support the LGBTQ+ community and their allies within Baker Tilly. We strive to create an open environment centered on LGBTQ+ issues and topics relevant to the workplace. We also acknowledge this effort includes the involvement, support, understanding and acceptance from colleagues across the firm.

Racial Equity Action Plan (ACTION) and focus on social justice



Our firm developed an ACTION plan to support our strategic goal of increasing the retention of team members of color, and also to create positive change in our communities and our profession. As initial steps in our plan, we convened our

DIBS steering committee and formed a racial equity advisory group consisting of a diverse group of team members. We then worked closely with a highly respected consulting firm with more than 30 years of experience to assess the current state of our workplace as it relates to diversity, inclusion and racial equity. We used their recommendations to refine our DIBS strategic plan and inform the next steps in our journey.

During the past few months, Baker Tilly team members have taken the time to have difficult conversations and reflect deeply. Colleagues shared stories of how racism and discrimination affect their daily lives – stories they did not feel comfortable sharing before. Others gained new insight into their own unconscious biases and the steps needed to overcome them. As a firm, we are committed to continue on this learning journey and achieve tangible results together.

Baker Tilly Foundation support for racial justice advocacy



As a firm, we have made our position clear: we stand against racism and discrimination in any form. The Baker Tilly Foundation's board of directors, with input from our team members, recently selected key racial justice organizations as recipients of direct financial support from our firm –with a commitment to match team member donations. Additionally, our SOAR committees

support local social justice causes through event sponsorship, fundraising initiatives and volunteer engagement.

Tone from the top: CEO Action for Diversity & Inclusion

CEO **ACT!ON FOR DIVERSITY & INCLUSION**

Baker Tilly is a member of [CEO Action for Diversity & Inclusion](#), a steering committee of CEOs focused on making diversity and inclusion a business priority. CEO Action for Diversity & Inclusion is the most extensive alliance of

business leaders openly committed to sharing successful diversity initiatives and lessons learned. This corporate exchange provides a central hub for participating businesses to share successes and challenges. As a member, Baker Tilly pledges to:

- Make our workplaces trusting places to have open conversations about diversity and inclusion
- Implement and expand unconscious bias education
- Share best, and unsuccessful, practices

Timeline

Below is an estimated timeline for the executive recruitment process. You will be asked during the first on-site meeting to review and approve a timeline for the recruitment project. It is our intent to conduct the recruitment expeditiously, but not at the expense of finding high-quality candidates for you.

City of Indianola, Iowa Executive Recruitment Preliminary Timeline		
The following timeline represents a preliminary schedule for your executive recruitment based on a commencement date of November 15, 2021. Actual target dates will be developed in consultation with and approved by the City Council.		
Project milestone	Deliverables	Target date
Profile development, advertising and candidate outreach	- Baker Tilly completes interviews to develop candidate profile and recruitment brochure; the City approves ad placement schedule and timeline - Baker Tilly sends draft recruitment brochure to the City - The City returns draft recruitment brochure (with edits) to Baker Tilly - Baker Tilly commences executive recruitment advertising and marketing - Online data collection and profile development	Dec. – Jan.
Applicant screening and assessment and recommendation of semi-finalists	- Baker Tilly commences formal review of applications, most promising candidates complete questionnaires - Candidates complete recorded interview online - Baker Tilly completes formal review of applications and sends selected resumes to the City Council for review - Candidates' recorded interviews are presented - Baker Tilly meets with the City Council and recommends semi-finalists; the City Council selects finalists for on-site interviews - Finalists complete candidate management style assessment and responses are reviewed and interview questions are developed	Feb.
Comprehensive background check, academic verifications and reference checks completed for finalists	Baker Tilly completes reference checks / background checks/ academic verification on finalists	Feb.
On-site Interviews with finalists	- Baker Tilly sends documentation for finalists to the City Council - The City Council conducts on-site interviews with finalists	Feb./Mar.
Employment offer made / accepted	The City Council extends employment offer to selected candidate	Feb./Mar.

Why Baker Tilly is ideally suited to serve Indianola

There are many reasons Baker Tilly has distinguished itself from peers in public sector executive recruitment. What makes Baker Tilly different from other firms? **Our executive recruitment solution truly begins with your needs.** The City of Indianola deserves to work with a provider that goes beyond checking your recruitment boxes through proactive, responsive insights, a tailored approach and communication. We encourage you to consider how the unique combination of our qualifications make us the right fit to serve the City– today and for years to come.

We are experienced and passionate about what we do

Baker Tilly executive recruitment consultants are highly experienced and passionate about local government since all have spent a significant part of their professional careers in senior leadership positions for cities, counties and school districts. Our team has recruited and placed more than 1,500 executive-level positions within cities, counties, school districts and public and not-for-profit organizations since 2000.

We are focused on exceeding your expectations

We believe in local government and want to assist the City of Indianola organization in building a great team. We want your organization to hire us again based on the success we achieve the first time we work together.

We believe that “ethical business practices” are a catalyst for success

These practices include operating with transparency, responsiveness and sensitivity to the culture of your organization while pursuing an unrelenting commitment to high quality and professional services.

We believe in diversity

Our corporate core values and work environment reflect our broader social aspirations for a diverse workforce, equal opportunity and cross-cultural respect. We take responsibility for diversity in our organization, our recruitment strategy and our candidate pools. We are corporate members of the National Forum for Black Public Administrators (NFBPA) and the Hispanic Network and are on their National Corporate Advisory Council.

We conduct a timely, high-quality recruitment that is within budget

For an all-inclusive, not-to-exceed professional fee that includes the cost of professional services by the project team leader, the project support staff and all project related expenses such as advertising, preparation of a recruitment brochure, background, reference and academic verification checks and travel expenses for up to three on-site visits. We work with you to establish a timeline, respond to Indianola’s needs and to unexpected circumstances that may develop during the course of a recruitment in order to expedite the recruitment, but not at the expense of finding high quality candidates for the City.

We utilize the latest technologies that uniquely sets us apart

Technology plays an important role in the Baker Tilly executive recruitment process. From our proprietary video interview system and our management/leadership style assessment analysis to our proprietary online application system, we efficiently manage candidate information and provide the City Council with unique information about each candidate’s leadership and management style and ability to respond extemporaneously to video questions.

We offer a “Triple Guarantee” that commits us to the City’s success

- We remain focused to assist with your executive recruitment until you make an appointment
- We guarantee your executive recruitment for 12 months against termination or resignation for any reason – or we come back to fill the City Manager position for no additional professional fee
- We will not directly solicit any candidates selected under this contract for another position while the candidate is employed with your organization

Benefits to Indianola

Selecting Baker Tilly to conduct your executive recruitment provides you with the following benefits:

Comprehensive and structured process

Our process is comprehensive and seamless, reflecting our years of interaction with local government employers and prospective candidates.

Transparency

Baker Tilly comes to the City without having any preconceived notions or expectations about the City and prospective candidates. The Baker Tilly team works closely with the City to make sure the process is transparent.

Confidentiality

Prospective candidates know that their application will be kept confidential, allowing them to express interest in the City Manager position without jeopardizing their current employment. Our reputation for ensuring candidate confidentiality as permitted by state and local law means that the City can count on maximizing the number of qualified candidates interested in the position.

Candidate recruitment

Baker Tilly actively recruits qualified candidates, drawing from our extensive personal and professional connections with capable individuals around the state, region and nation and assuring the City of its access to established managers and rising stars. The ability to widely recruit for prospective candidates is one of the primary benefits of using Baker Tilly.

Focused use of the City's time

Baker Tilly's comprehensive process incorporates the active participation of City Council members and others designated at key steps in the process. Our process keeps decision makers fully advised and informed of all aspects of the process without requiring them to expend large amounts of time on the recruitment process or to put aside other pressing issues facing the City.

Minimize staff disruption

Baker Tilly's search process also minimizes disruptions to Indianola's staff, some of whom may have additional duties in this time of transition. Because conducting a thorough recruitment can be time-consuming, Baker Tilly's involvement allows staff to stay focused on their primary and assigned functions.

Thorough evaluation of candidates

The City seeks a City Manager of sound professional and personal character. Baker Tilly's process includes a thorough evaluation of the final candidates, including detailed information from references and a careful review of background records.

f. References

Feel free to contact any of the individuals listed below to verify the quality of work Baker Tilly provides to each client as part of these recently completed executive recruitment projects.

City of Kimball, Nebraska

Name	Keith Prunty	Title	Mayor
Phone	+1 (308) 241-2473	Email	Ckmayor@kimballne.org
Services	Search for City Administrator		

City of Willmar, Minnesota

Name	Marv Calvin	Title	Mayor
Phone	+1 (320) 212-2171	Email	mcalvin@willmarmn.gov
Services	Search for City Administrator		

City of Oakdale, Minnesota

Name	Christina Volkrs	Title	City Administrator
Phone	+1 (652) 730-2705	Email	Chris.volkers@ci.oakdalemn.us
Services	Several executive searches		

g. Detailed proposed cost

The all-inclusive professional fee to conduct the recruitment is provided below.

Professional fee

The all-inclusive professional fee includes the cost of professional services by the project team leader, the project support staff and all project-related expenses such as advertising, preparation of the recruitment brochure, printing, candidate background, reference and academic verification checks and travel expenses for on-site visits. Travel expenses incurred by candidates for on-site interviews with the client are not the responsibility of Baker Tilly and are handled directly by the client organization.

The all-inclusive professional fee will be billed in four installments: 30% of the fee will be billed at the beginning of the recruitment; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and 10% upon acceptance of an offer by the candidate.

All questions regarding the professional fees and project-related expenses should be directed to Patty Heminover at patty.heminover@bakertilly.com or via phone at (651) 968 7841.

Phase	Description of professional services	Fee
Phase I	Task 1 Candidate profile development/advertising/marketing lead consultant hourly rate – approximately 14 hours research/project management staff hourly rate – approximately 16 hours	\$3,150 \$1,700
	Task 2 Identify quality candidates lead consultant hourly rate – approximately 14 hours research/project management staff hourly rate – approximately 16 hours	\$3,150 \$1,700
Phase II	Task 3 Preliminary screening & initial report to client lead consultant hourly rate – approximately 18 hours research/project management staff hourly rate – approximately 20 hours	\$4,150 \$2,000
	Task 4 Reference checks, background checks, assessments and academic verifications lead consultant hourly rate – approximately 11 hours research/project management staff hourly rate – approximately 12 hours	\$2,500 \$1,300
Phase III	Task 5 Final process/on-site interviews with finalists lead consultant hourly rate – approximately 14 hours research/project management staff hourly rate – approximately 16 hours	\$3,150 \$1,700
Conclusion	Acceptance of offer by candidate	
TOTAL ALL-INCLUSIVE PROFESSIONAL FEE		\$24,500

Optional services for consideration	Fee
At the City of Indianola's option, Baker Tilly will conduct a web-based survey to determine key community-wide issues and priorities that could be considered in the selection of a new City Manager. This survey is completed by community leaders, citizens and City employees and would alter the project timeline.	\$1,650
On rare occasions, Baker Tilly is asked to provide additional search services that are not included in this scope of service or to provide more than three on-site visits to the City of Indianola. Additional work specifically requested by the City which is outside of the scope of this project will be invoiced at the hourly rate of \$220 plus expenses. Baker Tilly will submit a written explanation of the additional services to be provided and the estimated hours that will be required prior to commencing any additional services.	\$220 per hour plus expenses

Triple guarantee

Our Triple Guarantee is defined as:

1. A commitment to remain with the recruitment assignment until you have made an appointment for the fees and tasks quoted in this statement of qualifications. If you are unable to finalize selection from the initial group of finalists, Baker Tilly will work to identify a supplemental group until you find a candidate to hire.
2. Your executive recruitment is guaranteed for 12 months against termination or resignation for any reason. The replacement recruitment will be repeated with no additional professional fee, but will include project-related expenses. Candidates appointed from within your organization do not qualify for this guarantee. This guarantee is subject to further limitations and restrictions of your state laws.
3. Baker Tilly will not directly solicit any candidates selected under this contract for any other position while the candidate is employed with your organization.

Negotiations

If selected, we will provide the City of Indianola with our standard engagement terms. Should the City wish to provide alternate terms or proceed on the basis of its own format agreement, we would require the ability to negotiate mutually acceptable terms and conditions prior to executing a final contract.

Appendix I: sample brochure



CITY ADMINISTRATOR

NORTH KANSAS CITY, MISSOURI

A dynamic, diverse and highly desirable community in which to live and work — North Kansas City is a small, growing community of nearly 5,000 residents and a daytime population of 30,000 — located in the heart of a big city! The Mayor and Council are seeking an experienced and strategic local government management professional to help lead the organization, manage projects, and facilitate the community's continued rebirth and evolution.



PUBLIC SECTOR EXECUTIVE RECRUITMENT



THE COMMUNITY

North Kansas City, Missouri, spread over 4.6 miles, is surrounded by Kansas City, Missouri and benefits from its central location with easy access to all parts of the Greater Kansas City region. The community is served by I-35/I-29, Missouri Hwy 9 and Missouri Hwy 210 and is home to nearly 900 businesses engaged in manufacturing, warehousing, transportation, wholesale and retail trade, and business and personal services contributing toward a strong and stable economic base. The vitality of the City is evidenced by renovation and re-tenanting of older buildings as well as the creation of a new planned mixed-use development – One North. There are three separate recently approved developments underway that include more than 500 new apartments adding to the City's growth. North Kansas City's Downtown is an eclectic mix of visitors, restaurants, bars, business and residents to keep the days and nights interesting.

Major businesses include: Cerner Corporation's world headquarters, Harrah's Casino & Hotel, BNSF Railway Company, Ingredion, Helzberg Diamond's corporate headquarters and Meierotto Jewelers. North Kansas City Hospital, an important and highly respected regional health care provider operates an acute care facility with 451 licensed beds, more than 3,000 employees, and 508 physicians representing 46 medical specialties. The hospital is a component unit of the City of North Kansas City and its governing board is appointed by the Mayor and confirmed by the City Council, but receives no City tax revenues or other sources of revenue from the City, nor is the hospital subject to any operational control on the part of the City.

Larger scale development in North Kansas City was not possible before the construction of levees protecting it from flooding from the Missouri River. The levee on the north bank of the Missouri River was constructed between 1909 and 1912 and is owned and maintained by the North Kansas City Levee District. The City is also protected by a hillside levee. The community offers a variety of residential units from well established and mature neighborhoods to a modern apartment, townhouse or duplex. The award winning and AAA-rated North Kansas City School District serves the community's youth with outstanding Pre-K-12 educational opportunities. Advanced and adult education is readily available among area community colleges and four-year colleges and universities located in the metropolitan area. North Kansas City has become a "go-to" place for food, beverage and entertainment. In North Kansas City you will find pickleball, rock climbing, and an abundance of independent restaurants and brew pubs for adults. Parks offer a spray park, a dog park, tennis courts, athletic fields and play grounds.

THE COMMUNITY *(CONTINUED...)*

North Kansas City is a bicycle-friendly town. From NKC, it is only a ten-minute drive to see the Truman Sports Complex to attend a Kansas City Royals baseball or Kansas City Chiefs football game. It only takes five minutes to drive to the River Market, Power & Light and Crossroads districts in Downtown Kansas City. Within ten to fifteen minutes of North Kansas City are Crown Center, Westport, world-famous Country Club Plaza, the Starlight Theater and the Kansas City Zoo. Ten 18-hole golf courses are within a 30-minute drive.

North Kansas City may be geographically small, but it offers a big package of services. Fire and police protection rank among the best in Missouri and in the Kansas City metro area, resulting in low property insurance rates for residents and businesses. Macken Park is a large, beautiful park with a walking trail, running track, picnic shelters, playgrounds, lighted tennis courts, baseball fields, soccer fields and basketball courts. Dagg Park has recently been upgraded to offer spray park and playground for young children.

North Kansas City, just across the Missouri River from Downtown Kansas City, is next door to Kansas City Municipal Airport, and just 20 minutes north is Kansas City International Airport. The Area Transportation Authority, which operates a metropolitan wide bus system, provides frequent, low cost service to all sections of North Kansas City.

NORTH KANSAS CITY VISION

We are a vibrant, urban village with a great sense of community that is reinventing itself. We are a safe, welcoming city with great amenities where people choose to be.

Goal 1: Preserve and enhance local identity, uniqueness and community connections

Goal 2: Provide a variety of quality housing options, styles and price ranges

Goal 3: Pursue economic growth

Goal 4: Deliver sustainable and high-quality infrastructure, public facilities and transportation services

Goal 5: Maintain an organization that provides excellent public services and operates in a financially sustainable manner

THE ORGANIZATION

North Kansas City utilizes a Mayor/Council/City Administrator form of government. The City Council is comprised of eight members elected to two-year, staggered terms from each of the four wards. The Mayor is elected at large and serves a four-year term, and the current Mayor was most recently elected in April of 2021. The City Council establishes overall policy and appoints a city administrator to oversee and manage all day-to-day City operations, including oversight and responsibility for preparing and implementing the annual budget and capital improvements program. The city administrator also implements all policies and ordinances approved by the City Council. The City has a Collective Bargaining Agreement (CBA) with employees of IAFF Local #42, as well as with employees of the Fraternal Order of Police Lodge #50.

[CLICK HERE TO VIEW THE CITY'S ORGANIZATIONAL CHART](#)





THE POSITION

The city administrator serves as the chief administrative officer of an organization that employs approximately 191 FTEs and is supported by a FY 2021 combined funds budget of \$64.5 million. The operations and functional areas of responsibility for the city administrator include: police and animal control, fire and emergency medical, finance, municipal court, community development, information technology, human resources, and public works, which consists of building and grounds, water and wastewater services, and transportation. Parks and recreation and library services are overseen by a separate appointed board. Positions reporting directly to the city administrator include an assistant city administrator, finance manager, information technology manager, community development director, public works director, fire chief, police chief and human resources manager.

CURRENT PRIORITIES

The following list represents a few of the priorities the new City Administrator will be asked to address during their first year of employment.

- Continue to assess and maintain viable options for possible extension and funding of the Kansas City Streetcar north and across the Missouri River into North Kansas City
- Continue to pursue implementation of the Burlington Corridor Project, an initiative to create a more attractive, welcoming, and green street that integrates all modes of transportation - including vehicles, transit, pedestrians, and bicyclists - while supporting redevelopment activities
- Pursue an increase in the number of housing opportunities in the community; assess options to improve code compliance for existing housing
- Continue the City's focus on implementing projects currently underway such as improving parks, creating walkable sidewalks, and completing a variety of stormwater, sanitary sewer, and water treatment projects
- Continue to build / maintain a strong relationship with the North Kansas City Levee District
- Continue to improve the City's website and implement user friendly changes
- Complete major development projects: full-service grocery store and redevelopment of Town Square in Downtown North Kansas City; One North; 23rd & Swift; 18th & Swift
- Establish a relationship with all major property owners within North Kansas City



CANDIDATE PROFILE

The current city administrator is retiring after seven years of service to the City. The Mayor and City Council are seeking candidates with exceptional communication and listening skills that are experienced in local government and passionate about serving the community. Candidates should possess a record of exceptional leadership and unquestioned personal and professional ethics, and utilize a collaborative and team-oriented approach. Possessing the ability to effectively speak in public, write proficiently, and encourage transparency throughout the City organization is highly desired. To be successful, the selected candidate must be able to establish and maintain effective working relationships with elected officials, the City's leadership team, employees, and the community. The successful candidate will be an effective team builder, exhibit a collaborative style and be committed to mentoring and developing employees. The ideal candidate will also be strategic and collaborative, fiscally prudent, and possess outstanding "people skills". The ability to remain neutral even in politically charged situations is essential. The new city administrator must possess a record of demonstrating high integrity and ethical behavior and believe in and ensure there is organizational and individual accountability throughout the organization. The ideal candidate will possess outstanding interpersonal skills and the self-confidence and wisdom to listen to other points of view without being offended. This position requires patience, good instincts, excellent judgement, and the ability to say "no" when necessary. The new city administrator must also have respect for community and organizational traditions and values, the role of the City Council, and at the same time move the organization forward in a positive direction.



EDUCATION AND EXPERIENCE

To qualify for this position, candidates must possess a Master's degree in public administration, public affairs, city planning, or a related field, and at least five years of progressively responsible and directly related experience. An additional two years of directly related experience may substitute for a Master's Degree if there is demonstrated knowledge, ability and skills to perform the work. The selected candidate must possess a valid driver's license.

To be competitive, candidates should also have a strong working knowledge of local government operations in areas such as budgeting and municipal finance, and familiarity with bond rating agency reviews and the issuance of public debt. Other areas include human resources, capital improvements, strategic planning, economic development and redevelopment. Experience working on successful commercial, neighborhood and downtown revitalization and redevelopment is strongly desired. The city administrator will be expected to effectively negotiate on behalf of the city with developers, neighborhood groups, property owners and other governmental and nonprofit agencies. The ability to collaborate and work closely with neighboring communities, counties, the Mid America Regional Council and Missouri Department of Transportation (MODOT) is extremely important. To be competitive, candidates must be willing to embrace new technologies in an effort to promote innovation and creative problem solving throughout the organization. A record of visibility in the community, and an ability to think strategically and remain focused on the City's long-term goals is important.

COMPENSATION AND BENEFITS

The salary range for the position of City Administrator is **\$125,000 - \$175,000**. The starting salary will be market competitive and depend on the experience and qualifications of the selected individual. The City participates in the Local Government Employees Retirement System (LAGERS) at the L-6 level covering annual contributions for both employer and employee with a five-year vesting requirement. The City will also match employee contributions up to three-percent (3%) for a 457 defined benefit plan. Additional benefits:

- Vacation/Sick Leave – 20 days of vacation, accrued sick leave of 12 days per year
- Employer contributions toward health, dental and vision
- Vehicle allowance provided
- Residency within City limits is not required, but the selected candidate must agree to establish residence within a 25-mile radius of City Hall within 12 months of employment.



APPLICATION AND SELECTION PROCESS

Qualified candidates should submit a cover letter and resume on-line at:

<https://bakertilly.recruitmenthome.com/postings/2969>.

This position is open until filled; First review of candidates will take place beginning on **Thursday, August 5, 2021**. For more information, please contact Art Davis: Art.Davis@BakerTilly.com, or at 816.868.7042.

To learn more about North Kansas City, please see their website at <http://www.nkc.org/>.

The city of North Kansas City is an Equal Opportunity Employer (EOE) and values diversity at all levels of its workforce.



5440 West 110th Street | Suite 300 | Overland Park, KS 66211
<https://bakertilly.recruitmenthome.com/>

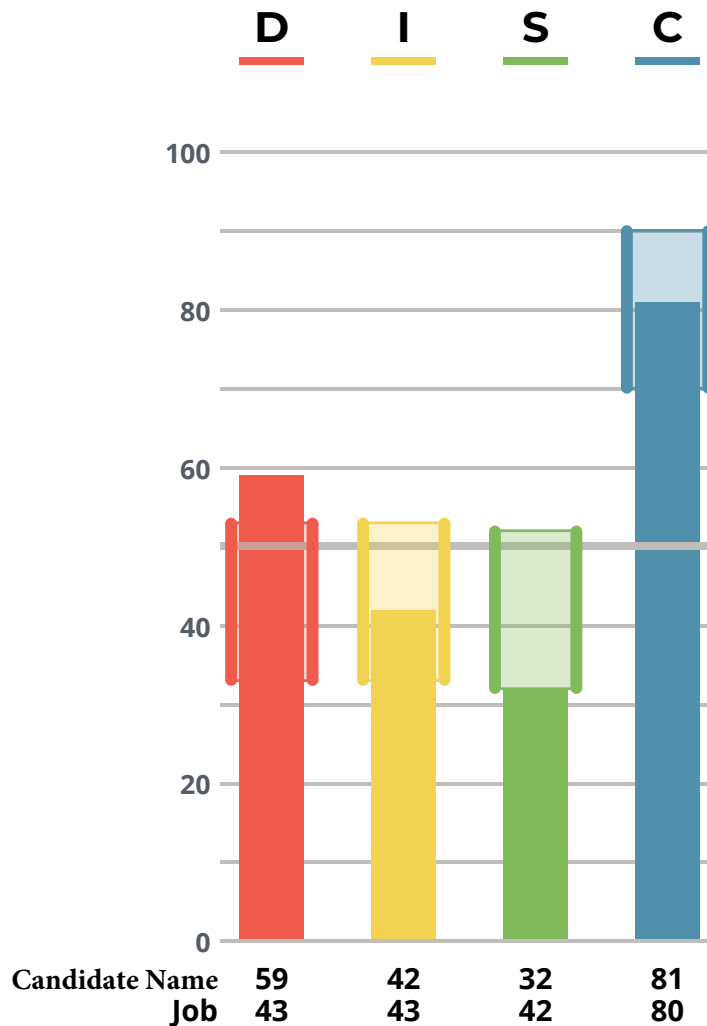
Appendix II: sample excerpt of TTI report

Workplace Behaviors®



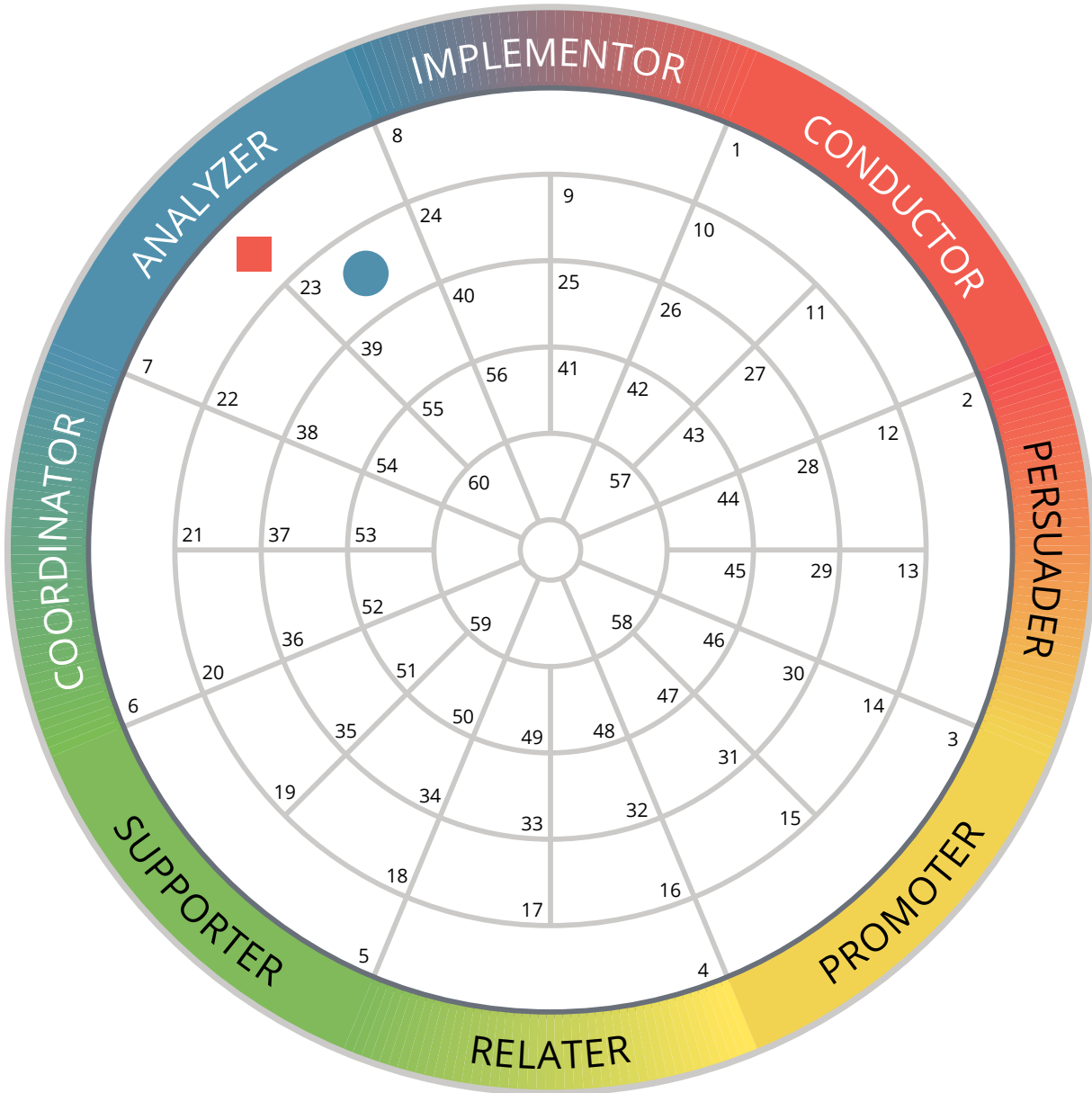
Candidate Name

The following graph is designed as a visual comparison between the position and the applicant for each behavioral factor. The highlighted area denotes the position-related score for each behavioral factor. The applicant's score is denoted by the darker red, yellow, green and blue line. The closer the applicant's score aligns to the position's score, the better the applicant will perform in the position with respect to behavior.



Job Range (20 point range)

The Success Insights® Wheel



Job - (7) ANALYZER

Candidate Name - (23) IMPLEMENTING ANALYZER

Comparison Analysis

For Consulting And Coaching



Job Competencies Hierarchy	Zone Range	Person
1. Time and Priority Management	79 — 100	62 
2. Self Starting	87 — 100	61 
3. Decision Making	94 — 100	88 
4. Personal Accountability	85 — 100	58 
5. Diplomacy	72 — 100	66 
6. Teamwork	74 — 100	67 
7. Project Management	82 — 100	69 

Primary Driving Forces Cluster	Zone Range	Person
1. Collaborative	58 — 100	46 
2. Harmonious	36 — 58	24 
3. Altruistic	35 — 59	21 
4. Structured	36 — 58	46 

Job Behavioral Hierarchy	Zone Range	Person
1. Organized Workplace	81 — 100	85 
2. Analysis	54 — 80	80 
3. Persistence	62 — 80	65 
4. Following Policy	61 — 80	70 

 Exact match
  Fair compatibility
  Good compatibility
  Poor compatibility
  Over-focused



225 South 6th Street, Ste. 2300
Minneapolis, MN 55402
United States of America

T: +1 (651) 223 3000
F: +1 (651) 223 3046
bakertilly.com

December 6, 2021

Ms. Jackie Raffety
Deputy City Clerk
City of Indianola
P.O. Box 299
Indianola, IA 50125

Dear Ms. Raffety:

This letter documents the City of Indianola, Iowa ("you/r" or "Client") engagement of Baker Tilly US, LLP ("we" or "Baker Tilly") to conduct an executive search for City Manager (the "Project"). This letter defines our and your respective obligations for the Project. Our proposal dated November 5, 2021 is incorporated by reference.

Scope, Objectives and Approach

A team approach, which uses a combination of your personnel and ours, is critical to the success of the Project. Your organization and its team members bring the knowledge of your particular needs and we bring a deep understanding of public sector executive recruitment and selection practices.

Phase	Description of Baker Tilly's Professional Services
Phase I	<u>Task 1</u> – Develop the candidate profile and define the advertising and marketing strategy (includes one day on site by Project Team Leader). <u>Task 2</u> – Identify qualified candidates that meet the profile.
Phase II	<u>Task 3</u> – Screen and submit list of recommended semi-finalists to client (includes one day onsite by Project Team Leader). <u>Task 4</u> – Conduct reference checks, and academic verifications. A criminal and/or credit history report may also be conducted at this Phase or at the conclusion of Phase III, as specified by you.
Phase III	<u>Task 5</u> – Final process/on-site interviews with finalists (includes two days on site by Project Team Leader). <u>Task 6</u> – Assist Client in making offer, which may be made contingent upon the successful completion of a background check as specified by you.
Conclusion	Acceptance of offer by candidate.

Project Timing and Budget

The Project will commence upon your execution of this engagement letter and will remain in effect for the period necessary for successful completion of the Project.

1. Patty Heminover will lead the engagement, and other professionals will be involved as required. The all-inclusive professional fee to complete the Project is \$24,500 (the "Fee") and includes the cost of professional services by the Project Team Leader and the project support staff, and all project-related expenses such as advertising, printing, candidate background and reference checks, and travel expenses for on-site visits by the Project Team Leader. Travel expenses incurred by candidates for on-site interviews with the Client are not the responsibility of Baker Tilly and shall be handled directly by the Client. The Client will make payments upon receipt of an invoice submitted by Baker Tilly. Payment to Baker Tilly is due upon receipt. All invoices will be forwarded to the Client for processing unless otherwise directed. For reporting purposes, Baker Tilly's tax identification number is 39-0859910.
2. The Fee will be billed in four installments; 30% of the Fee will be billed upon execution of this Letter; 30% at the implementation of Phase I; 30% at the implementation of Phase II; and the final 10% upon acceptance of offer by the candidate. The Fee is not contingent. If you terminate this engagement before completion, Baker Tilly shall invoice you for any unpaid portion of the Fee.
3. If Client requests Baker Tilly to perform additional services beyond the services described above, such as conducting an employee/community survey or making additional on-site visits, such additional services shall result in additional fees. For an employee/community survey, the additional fee shall be \$1650. For additional on-site visits (beyond the three on-site visits which include four consulting days) described above, the additional fee would be an hourly rate of \$220 plus expenses.

Baker Tilly's Guarantees

1. Baker Tilly shall remain on the Project until you find a candidate to hire. If you are unable to make a selection from the initial group of semifinalists or finalists, Baker Tilly will work to identify additional candidates for your selection.
2. We promise that if the candidate you select is terminated or resigns within 12 months from being hired, Baker Tilly will conduct an additional search for you for no additional professional fee, but only for project-related expenses. Internal candidates selected from within your organization do not qualify for this guarantee. Except as stated above, Baker Tilly cannot guarantee the success of any candidate or guarantee that he or she shall perform to your expectations, as those things are beyond Baker Tilly's control.
3. Baker Tilly will not solicit the candidate you select for any other position while the candidate is employed by your organization.
4. When Baker Tilly obtains a criminal or credit history report on the candidates, Baker Tilly shall comply with the Fair Credit Reporting Act (the "FCRA") in obtaining the reports. Baker Tilly cannot guarantee the completeness or accuracy of the information in the reports.
5. In identifying and screening candidates, Baker Tilly will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law. Proactively, we shall make a good faith effort to include a diverse pool of qualified candidates in our search assignments.

Client's Obligations

1. You agree that you are responsible for candidate selections and that you will not discriminate against any candidate on the basis of age, race, creed, color, religion, sex, sexual orientation, national origin, disability, marital status or any other basis that is prohibited by federal, state or local law.
2. If you decide to not hire a candidate as a result of a criminal or credit history report, you agree to comply with the FCRA with regard to any pre- or post-adverse action notices and requirements.
3. You agree to respond to drafts of documents and reports in a timely manner. Failure to do so on your part will protract timelines and can negatively influence the outcome of the process.

If this letter is in agreement with your understanding, please sign below and return one copy to us for our files. We look forward to working with you on this important project.

Sincerely,



Edward Williams, Director

Client Signature:

Name: _____

Title: _____

Date: _____

INDIANOLA, IOWA

CITY MANAGER

Recruitment Proposal

November 1, 2021



630 Dundee Road

Suite 225

Northbrook, IL 60062

Primary Contact Person: Laurie Pederson

Director of Administrative Services

847-380-3240

info@GovHRusa.com

A note about COVID-19 -- We are carefully monitoring recommendations from the federal, state and local governments and working with clients as they begin to reopen. Before COVID we made extensive use of technology for video interviews with candidates and meetings with clients. We have utilized these during COVID and can combine technology with appropriate in person meetings to assist clients in cost effective recruiting.

Table of Contents

Letter of Transmittal	3
Firm Profile	4
Our Team	5
Project Approach	5
Project Timeline	9
Price Proposal	11
Summary of Guarantee	12
Contract Signature Page	13
Optional Services	14
Attachments:	
Consultant Biography	
Client List	
Sample Recruitment Brochure	

November 1, 2021

Ms. Jackie Raffety
Deputy City Clerk
City of Indianola
110 N. 1st Street
Indianola, IA 50125

Dear Ms. Raffety:

Thank you for the opportunity to provide you with a proposal for the City Manager recruitment and selection process for the City of Indianola. GovHR USA ("GovHR") prides itself on a tailored, personal approach to executive recruitment and selection, able to adapt to your specific requirements for the position.

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. Our headquarters offices are in Northbrook, Illinois. We are a certified Female Business Enterprise and work exclusively in the public sector. We have 11 full time and 8 part time employees and 31 project consultants. GovHR offers customized executive recruitment services and completes other management studies and consulting projects for communities.

GovHR Senior Vice President Charlene Stevens will be responsible for your recruitment and selection process. She will be assisted by a home office Recruitment Coordinator and a Reference Specialist. Ms. Stevens' biography is attached to the proposal and her contact information is:

Charlene Stevens
Senior Vice President
GovHR USA LLC
Cottage Grove, Minnesota
Telephone: 320-262-0303
Cstevens@govhrusa.com

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see, please let us know. Please contact Laurie Pederson, Director of Administrative Services, 847-380-3240, if you have questions regarding our proposal or need additional information. We look forward to hearing from you and hope to have the opportunity to work with you on this important recruitment.

Sincerely,



Judith Schmittgens
Corporate Secretary and Compliance Manager

Firm Profile

GovHR is a public management consulting firm serving local government clients and other public-sector entities across the country. The firm was originally formed as Voorhees Associates, an LLC in the State of Illinois in 2009, and changed its name to GovHR USA in 2013. Our headquarters are in Northbrook, Illinois. We are a certified Female Business Enterprise in the State of Illinois and work exclusively in the public and non-profit sectors. GovHR offers customized executive recruitment services, management studies and consulting projects for local government and organizations who work with local government.

GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Ms. Voorhees has conducted more than 400 recruitments in her management consulting career, with many of her clients repeat clients, attesting to the high quality of work performed for them. In addition to her 17 years of executive recruitment and management consulting experience, Ms. Voorhees has 19 years of local government leadership and management service, including ten years as Village Manager for the Village of Wilmette, Illinois. Ms. Cademartori is a seasoned manager, with expertise in public sector human resources management. She has held positions from Human Resources Director and Administrative Services Director to Assistant Town Manager and Assistant County Manager. Ms. Cademartori has worked in forms of government ranging from Open Town Meeting to Council-Manager and has supervised all municipal and county departments ranging from Public Safety and Public Works to Mental Health and Social Services.

GovHR has a total of thirty-one consultants, both generalists and specialists (public safety, public works, finance, parks, etc.), who are based in Arizona, Florida, Illinois, Indiana, Massachusetts, Michigan, Minnesota and Wisconsin, as well as five reference specialists and eight support staff.

Our consultants are experienced executive recruiters who have conducted over 900 recruitments, working with cities, counties, special districts and other governmental entities of all sizes throughout the country. In addition, we have held leadership positions within local government, giving us an understanding of the complexities and challenges facing today's public sector leaders.

Please note the following key qualifications of our firm:

- Since our establishment in 2009, our consultants have conducted hundreds of recruitments in 41 states, with an increase in business of at least 30% each year. Twenty-eight (28%) of our clients are repeat clients, the best indicator of satisfaction with our services.
- Surveys of our clients show that 94% rate their overall experience with our firm as *Outstanding and* indicate that they plan to use our services or highly recommend us in the future.
- Our state-of-the-art processes, including extensive use of social media for candidate outreach and video interviews with potential finalist candidates, ensure a successful recruitment for your organization.
- Our high quality, thorough Recruitment Brochure reflects the knowledge we will have about your community and your organization and will provide important information to potential candidates.

GovHR has conducted more than 200 top executive level recruitments (City Manager, County Administrator, etc.) since the firm's inception in 2009. A list of these recruitments for the past 3 years is included with this proposal, and we have included contact information for 5 of these clients below. We would be happy to provide you with contact information for any additional clients upon request. A complete list of our clients is available on our website at www.govhrusa.com.

Our Team

Project Manager & Main Point of Contact:

GovHR Senior Vice President Charlene Stevens will be responsible for your recruitment and selection process. Her biography is attached to this Proposal and her contact information is:

Charlene Stevens
Senior Vice President
GovHR USA LLC
Cottage Grove, MN
Telephone: 320-262-0303
Facsimile 866.401.3100
Cstevens@govhrusa.com

Ms. Stevens joined the firm in 2018 after serving in local government for twenty-two years, including as the City Administrator of Cottage Grove, Minnesota and Willmar, Minnesota. She recently completed successful recruitments for the City Managers of St. Louis Park and Waconia, Minnesota and for Knoxville, Iowa. She is currently working on several executive recruitments, including the City Administrator of Hibbing, Minnesota; the Director of Diversity and Inclusion for Toledo, Ohio; and the Finance Director of Waite Park, Minnesota. These recruitments are in varying stages of completion, and Ms. Stevens has the time required to devote to a successful search process for Indianola's City Manager.

Proposal Inquiries:

Laurie Pederson
Administrative Services Director
847-380-3198
LPederson@GovHRusa.com

Project Approach and Methodology

A typical recruitment and selection process takes approximately 175 hours to conduct. At least 50 hours of this time is administrative, including advertisement placement, reference interviews, and due diligence on candidates. We believe our experience and ability to professionally administer your recruitment will provide you with a diverse pool of highly qualified candidates for your position search. GovHR clients are informed of the progress of their recruitment throughout the entire process. We are always available by mobile phone or email should you have a question or need information about the recruitment.

Phase I: Position Assessment, Position Announcement & Brochure

One-on-one or group interviews will be conducted with stakeholders identified by the City to develop the Recruitment Brochure. We have a variety of other options for gathering input:

- Dedicated email and surveys to obtain feedback from stakeholder groups
- Public Forums conducted by our consultants

A combination of the above items can be used to fully understand community and organizational needs and expectations for the position

Development of a **Position Announcement** to be placed on websites and social media

Development of a thorough **Recruitment Brochure** for City review and approval. A sample discussion outline to assist with identifying the characteristics sought in the City Manager candidates and other information to be included in the brochure is included with this proposal.

Agreement on a detailed **Recruitment Timetable** – a typical recruitment takes between 90 to 120 days from the time you sign the contract to appointment of the finalist candidate.

Phase II: Advertising, Candidate Recruitment & Outreach

We make extensive use of social media as well as traditional outreach methods to ensure a diverse and highly qualified pool of candidates. In addition, our website is well known in the local government industry – we typically have 6,000 visits to our website each month. Finally, we develop a database customized to your recruitment and can do an email blast to thousands of potential candidates.

Phase II will include the following:

- GovHR consultants will personally identify and contact potential candidates.
- Develop a database of potential candidates from across the country unique to the position and to the City, focusing on:
 - Leadership and management skills
 - Size of organization
 - Experience in addressing challenges and opportunities also outlined in Phase I
- The database will range from several hundred to thousands of names and an email blast will be sent to each potential candidate.
- Placement of the Position Announcement in appropriate professional online publications:
 - Public sector publications & websites
 - Social media
 - LinkedIn (over 15,000 connections)
 - Facebook
 - Twitter
 - Instagram
- GovHR will provide you with a list of advertising options for approval

Phase III: Candidate Evaluation & Screening

Phase III will include the following steps:

- Review and evaluation of candidates' credentials considering the criteria outlined in the Recruitment Brochure
- Candidates will be narrowed down to those candidates that meet the qualification criteria
- Candidate evaluation process:
 - Completion of a questionnaire explaining prior work experience
 - Live Video Interview (45 minutes to 1 hour) conducted by consultant with each finalist candidate
 - References (at least 2 references per candidate will be contacted at this time)
 - Internet/Social Media search conducted on each finalist candidate

All résumés will be acknowledged and inquiries from candidates will be personally handled by GovHR, ensuring that the City's process is professional and well regarded by all who participate.

Phase IV: Presentation of Recommended Candidates

Phase IV will include the following steps:

- GovHR will prepare a Recruitment Report presenting the credentials of those candidates most qualified for the position.
- GovHR will provide an electronic recruitment portfolio which contains the candidates' materials along with a "mini" résumé for each candidate so that each candidate's credentials are presented in a uniform way.
- The City will receive a log of all applicants and may review résumés if requested.
- Report will arrive in advance of the Recruitment Report Presentation.

GovHR will spend approximately 2 hours with the City Council and designated staff reviewing the recruitment report and providing additional information on the candidates.

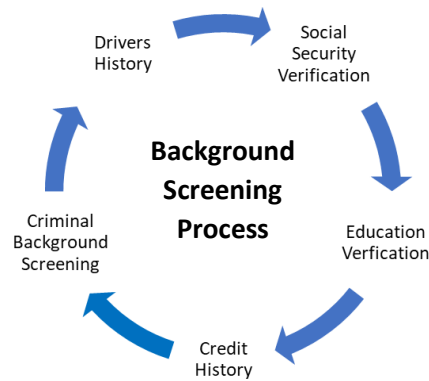
Phase V: Interviewing Process & Background Screening

Phase V will include the following steps:

GovHR will:

- Develop the first and second round interview questions for your review and comment
- Coordinate candidate travel and accommodations
- Provide you with an electronic file that includes:
 - Candidates credentials
 - Set of questions with room for interviewers to make notes
 - Evaluation sheets to assist interviewers in assessing the candidate's skills and abilities

Background screening per state and federal regulations will be conducted along with additional references contacted:



GovHR will work with you to develop an interview schedule for the candidates, coordinating travel and accommodations.

GovHR will coordinate a 2-Step Interview process. The first round interviews will include five or six candidates. The second round interviews will include two or three candidates. GovHR will supply interview questions and an evaluation form.

In addition to a structured interview, the schedule can incorporate:

- Tour of City facilities
- Interviews with senior staff

Phase VI: Appointment of Candidate

- GovHR will assist you as much as you request with the salary and benefit negotiations and drafting of an employment agreement, if appropriate.
- GovHR will notify all applicants of the final appointment, providing professional background information on the successful candidate.

Project Timeline



Weeks 1 & 2	Phase 1: Interviews & Brochure Development
Weeks 3 thru 6	Phase 2: Advertising, Candidate Recruitment & Outreach
Weeks 7 thru 9	Phase 3: Candidate Evaluation & Background Screening
Week 10	Phase 4: Presentation of Recommended Candidates
Week 11 & 12	Phase 5: Interview Process & Additional Background Screening
Weeks 13 & 14	Phase 6: Appointment of Candidate

GovHR would only need administrative assistance in setting up meeting times and locations with Council members, staff and other stakeholders deemed appropriate by the City. In addition, we would request assistance with acquiring photos, organizational charts and other data not available on the website that we can use in the recruitment brochure.

References

The following references can speak to the quality of service provided by GovHR.

Muscatine, Iowa (City Administrator, 2020) – Charlene Stevens

Stephanie Romagnoli, Human Resources Manager

563-264-1550

sromagnoli@muscatineiowa.gov

Windsor Heights, Iowa (City Administrator, 2020) – Charlene Stevens

Mayor Dave Burgess

515-279-3662 Office

dburgess@windsorheights.org

St. Louis Park, MN (City Manager, 2021) - Charlene Stevens

Ali Timpone, Human Resources Manager

952-928-2846

atimpone@stlouispark.org

Waconia, MN (City Administrator, 2021) - Charlene Stevens

Jackie Schulze, Assistant City Administrator

952-442-3103

jschulze@waconia.org

Virginia Beach, Virginia

(City Manager, 2020) – Heidi Voorhees & Charlene Stevens

(Chief of Police, 2020) – Joe De Lopez & Rich Eddington

Regina Hilliard, HR Director

757-385-8854

Rhilliard@vbgov.com

Price Proposal

Summary of Costs	Price
Recruitment Fee:	\$18,500
Recruitment Expenses: (not to exceed) Expenses include candidate due diligence efforts	1,500
Advertising: Advertising costs over \$2,500 will be placed only with client approval. If less than \$2,500, Client is billed only for actual cost.	2,500
Total:	\$22,500*

*We are carefully monitoring recommendations from the federal, state and local governments and working with clients on alternatives to in person meetings. We are fully operational and can work with you via video and by utilizing electronic files. If at the time of recruitment, COVID-19 restrictions are lifted and travel is possible, we are happy to attend meetings in person.

Consultant travel expenses are not included in the price proposal. If the consultant is requested to travel to the client, only actual expenses will be billed to the client for reimbursement to GovHR.

Possible in-person meetings could include:

1. Recruitment brochure interview process
2. Presentation of recommended candidates
3. Interview Process

Any additional consultant visits requested by the City (beyond the three visits listed above) will be billed at \$125/hour; \$500 for a half day and \$950 for a full day. The additional visits may also result in an increase in the travel expenses and those expenses will be billed to the client.

This fee does not include travel and accommodations for candidates interviewed.

Payment for Fees & Services

Professional fees and expenses will be invoiced as follows:

1st Payment: 1/3 of the Recruitment Fee (invoice sent upon acceptance of our proposal).

2nd Payment: 1/3 of the Recruitment Fee and expenses incurred to date (invoice sent following the recommendation of candidates).

Final Payment: 1/3 of the Recruitment Fee and all remaining expenses (invoice sent after recruitment is completed).

Payment of invoices is due within thirty (30) days of receipt (unless the client advises that its normal payment procedures require 60 days.)

Guarantee

GovHR is committed to assisting our clients until a candidate is appointed to the position. Therefore, no additional professional fee will be incurred if the client does not make a selection from the initial group of recommended candidates and requests additional candidates be developed for interview consideration. If additional advertising beyond the Phase I advertising is requested, client will be billed for actual advertising charges. Reimbursable expenses may be incurred should the recruitment process require consultant travel to Indianola.

Upon appointment of a candidate, GovHR provides the following guarantee: should the selected and appointed candidate, at the request of the City or the employee's own determination, leave the employ of the City within the first 12 months of appointment, we will, if desired, conduct one additional recruitment for the cost of expenses and announcements only. This request must be made within six months of the employee's departure.

Why Choose GovHR?

- We are a leader in the field of local government recruitment and selection with experience in more than 41 states, in communities ranging in population from 1,000 to 1,000,000. More than 28% of our clients are repeat clients showing a high level of satisfaction with our work. We encourage you to call any of our previous clients.
- We are committed to bringing a diverse pool of candidates to your recruitment process. We network extensively with state, city and county management associations, attending more than 20 state and national conferences each year. In addition, we support and attend the meetings of League of Women in Government, the Local Government Hispanic Network, National Forum for Black Public Administrators and Engaging Local Government Leaders.
- We conduct comprehensive due diligence on candidates. Before we recommend a candidate to you, we will have interviewed them via video, conducted reference calls, and news media and social media searches. Our knowledge of local government ensures that we can ask probing questions that will verify their expertise.
- We are your partners in this important process. You are welcome to review all the resumes we receive and we will share our honest assessment of the candidates.
- Our goal is your complete satisfaction. We are committed to working with you until you find the candidate that is the best fit for your position.

Confirmation Signature

We believe we have provided you with a comprehensive proposal; however, if you would like a service that you do not see in our proposal, please let us know. We can most likely accommodate your request.

This proposal will remain in effect for a period of six months from the date of the proposal. We look forward to working with you on this recruitment and selection process!

Client Name/Organization _____

Client Contact Name/Position _____

Signature _____

Date _____

Billing Contact _____

Billing Contact Email _____

Optional Services

GovTemps USA

Need an Interim? GovTempsUSA, a subsidiary of GovHR USA, specializes in the temporary placement of positions in local government. The firm offers short-term assignments, in addition to long-term and outsourced arrangements. Our placement professionals at GovTempsUSA have typically enjoyed distinguished careers in local government and displayed a commitment to public service throughout their career.

Recorded One-Way Video Interview of Candidates

Candidates we recommend for your consideration can complete a one-way video interview with 3 to 5 questions that will be recorded and which you can review electronically at your convenience. This can occur prior to making your decision on which candidates to invite for an interview. Cost \$100 per candidate.

Leadership/Personality Testing

GovHR has experience working with a wide variety of leadership and personality assessment tools, depending on the qualities and experiences the client is seeking in their candidates. These include but are not limited to Luminaspark, Caliper, DISC and others. Depending on the evaluation type selected fees can range between \$100 to \$500 per candidate.

360° Evaluation

As a service to the Client, we offer the option to provide you with a proposal for a 360° performance evaluation for the appointed position at six months into his or her employment. This evaluation will include seeking feedback from both elected officials and department directors, along with any other stakeholder the Client feels would be relevant and beneficial. This input will be obtained on a confidential basis with comments known only to the consultant. If you are interested in this option, GovHR will prepare a proposal for this service.



CHARLENE STEVENS



Ms. Stevens has over twenty years of experience in municipal management. Ms. Stevens has worked in both county and city government and her career covers work in urban, suburban and rural communities. Her career has spanned three states: Minnesota, Kansas and Pennsylvania.

Ms. Stevens has expertise in community and civic engagement, having started her career in neighborhood services and led community wide visioning and strategic planning efforts for two different communities. Ms. Stevens' strength is her ability to develop strong partnerships with multiple and diverse stakeholders. Through those partnerships, Ms. Stevens helps communities develop consensus and achievable plans.

Ms. Stevens' results-oriented management has included projects that have expanded parks and preserved greenspace in rapidly developing communities, developed a workforce training center for a large urban county, led downtown development plans for two communities and created mentoring and training programs for city staff. Ms. Stevens has appreciated the opportunity to mentor many young professionals, including helping to establish women's mentoring groups in three different communities.

PROFESSIONAL EDUCATION

- Master of Public Administration, University of Kansas, Lawrence, Kansas
- Bachelor of Arts, International Relations, Pomona College, Claremont, California
- Leadership Wichita Graduate

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Instructor, International City and County Management Association (ICMA), Emerging Leaders Development Program
- Instructor, ICMA Mid-Career Institute

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICMA) – Current Member
- ICMA Task Force on Welcoming New Members - Chair, 2009 - 2015
- ICMA Task Force on Women in the Profession - Member 2012-2014
- ICMA Regional Vice President - ICMA Executive Board Member, 2003 - 2006
- ICMA Committee of Professional Conduct - Chair, 2006
- ICMA Conference Host Committee - Co Chair, 2002
- ICMA Conference Planning Committee - Member, 2001 and 2002

- ICMA Task Force on Small Communities - Member, 1999-2001
- League of Minnesota Cities (LMC) - Board Member, 2013 - 2015
- Coalition of Greater Minnesota Cities (CGMC) - Board Member, 2011 - 2015
- Minnesota City and County Management Association (MCMA) - Current Member
- MCMA Task Force on Women in the Profession - Current Member
- YMCA of Woodbury Community Board - Current Member and Board Vice Chair
- KUCIMAT President - University of Kansas, 2013 - 2014
- Willmar Area Rotary, 2011 - 2015
- Kansas Association of City and County Managers (KACM) - Member, 2006 - 2011
- Association of Pennsylvania Municipal Managers (APMM) - Member, 1997 - 2006

PROFESSIONAL BACKGROUND

Over 20 Years of Local Government Leadership and Management Experience

- | | |
|---|-----------|
| • City Administrator, Cottage Grove, MN | 2015-2018 |
| • City Administrator, Willmar, MN | 2011-2015 |
| • Assistant County Manager, Sedgwick County, KS | 2006-2011 |
| • Assistant Township Manager, Lower Gwynedd, PA | 1999-2006 |
| • Assistant Township Manager, Buckingham, PA | 1997-1999 |
| • Neighborhood Assistant, City of Wichita, KS | 1995-1996 |



City/County Management Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
Alabama	Lee County	Chief Administrative Officer	166,831	2021
Alaska	Bethel	City Manager	6,500	2019
	Homer	City Manager (Professional Outreach)	5,300	2019
	Seward	City Manager	2,693	2019
	Unalaska	City Manager	4,768	2017
Colorado	Eagle	Town Manager	6,739	2017
	Englewood	City Manager	34,957	2019
Connecticut	Cheshire	Town Manager	29,261	2017
	East Hampton	Town Manager	13,000	2019
	Enfield	Town Manager	45,246	2015
				2018
				2020
	Meriden	City Manager	60,838	2018
Delaware	Newark	City Manager	33,398	2018
Florida	Gainesville	Assistant City Manager	133,997	2021
	Lakeland	City Manager	110,000	2020
	Largo	Assistant City Manager	82,244	2018
	Marion County	County Administrator	337,362	2015
	Palm Beach	Assistant City Manager	85,933	2021
	Pasco County	County Administrator	475,502	2016
	Pinellas County	Assistant County Administrator	970,600	2020
		Deputy County Administrator/Chief of Staff	970,600	2019
Georgia	Albany	City Manager	77,434	2021
	Decatur	Assistant City Manager	25,000	2018
		City Manager	25,000	2018
Illinois	Barrington	Village Manager	10,455	2018
	Bensenville	Village Manager	20,703	2015
	Bloomington	City Manager	78,005	2018
	Centralia	City Manager	13,000	2020
	Crest Hill	City Administrator	21,169	2015
	Decatur	City Manager	76,178	2018
		Deputy City Manager	76,178	2019
	DeKalb	City Manager	43,849	2018
	Dixon	City Manager	18,601	2015
	East Moline	City Administrator	21,300	2016
	East Peoria	City Administrator	23,503	2016
	Effingham	City Administrator	12,577	2018
	Forsyth	Village Administrator	3,490	2021
	Fox Lake	Village Administrator	10,550	2021
	Freeport	City Manager	25,000	2017
	Geneseo	City Administrator (Virtual)	6,500	2019
	Glencoe	Assistant Village Manager	8,723	2015
	Homewood	Assistant Village Manager (Virtual)	19,464	2017

City/County Management Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
	Joliet	City Manager	147,500	2017
	La Grange	Assistant Village Manager (Virtual)	15,732	2017
	La Grange	Village Manager	15,732	2017
	La Grange Park	Assistant Village Manager	13,579	2020
	Lake Bluff	Assistant to the Village Manager	5,700	2016
	Lake County	Assistant County Administrator	703,462	2016
				2017
		County Administrator	703,462	2019
	Lake Forest	City Manager	19,375	2018
	Lake Zurich	Village Manager	19,631	2015
	Libertyville	Village Manager	20,431	2016
		Assistant Village Manager/Community Development Director	7,500	2016
	Lincolnshire			
	Lindenhurst	Village Administrator	14,468	2017
	Mokena	Village Administrator	19,042	2015
	Moline	City Administrator	43,100	2017
	Mt. Prospect	Village Manager	54,771	2015
	Mundelein	Village Administrator	31,385	2020
	Niles	Village Manager	30,001	2021
	Normal	City Manager	54,264	2017
	Northbrook	Village Manager	35,000	2021
		Assistant Village Manager/Human Resources Director		
	Oak Park		52,000	2019
	Orland Park	Village Manager	60,000	2016
				2019
	Palos Heights	City Administrator (Virtual)	12,480	2021
	Pekin	City Manager	33,223	2016
	Pingree Grove	Village Manager	10,000	2020
	Plainfield	Village Administrator	41,734	2021
	Princeton	City Manager	7,700	2019
	River Forest	Village Administrator	11,635	2021
	Rock Island County	County Administrator	147,258	2017
	Savoy	Village Administrator (Virtual)	8,607	2020
	Schiller Park	Village Manager	11,870	2015
	Shorewood	Village Administrator	17,495	2018
	Vernon Hills	Village Manager	25,911	2021
	Villa Park	Assistant Village Manager (Virtual)	22,038	2021
	Washington	City Administrator	15,700	2015
	Wauconda	Village Administrator	13,758	2017
				2021
Indiana	St. John	Town Manager (Professional Outreach)	18,047	2020
Iowa	Bondurant	City Administrator	5,493	2017
	Knoxville	City Manager	7,300	2021

City/County Management Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
	Muscatine	City Administrator	23,819	2020
	Newton	City Administrator	15,000	2016
	Webster City	City Manager	8,000	2016
Kentucky	Paducah	City Manager	24,850	2021
Maine	Bangor	City Manager	33,039	2021
Maryland	Greenbelt	City Manager	23,753	2016
	Hagerstown	City Administrator	40,612	2015
	Sykesville	Town Manager	3,941	2019
	Westminster	City Administrator	18,522	2021
Massachusetts	Cambridge	City Manager	110,000	2016
	Eastham	Town Administrator	4,956	2016
	Provincetown	Town Manager	2,990	2015
	Williamstown	Town Manager	8,400	2015
Michigan	Adrian	City Administrator	20,676	2018
	Albion	City Manager	8,337	2018
	Charlotte	City Manager	9,100	2020
	Eastpointe	City Manager	32,673	2019
	Ferndale	City Manager	20,428	2019
	Grand Traverse County	County Administrator	90,782	2017
	Hamtramck	City Manager	21,752	2017
	Kent County	County Administrator/Comptroller	636,369	2017
	Lake County	County Executive	11,386	2015
	Lincoln Park	City Manager	36,665	2019
	Oakland Township	Township Manager	19,132	2018
	Rochester	City Manager	13,000	2015
	Royal Oak	City Manager	59,112	2019
	Royal Oak Township	Township Manager	2,600	2021
	Troy	Assistant City Manager	83,813	2019
		City Manager	83,813	2018
Minnesota	Hibbing	City Administrator	15,855	2021
	St. Louis Park	City Manager	48,662	2021
	Waconia	City Administrator	13,500	2021
Missouri	Ballwin	City Administrator	30,181	2020
	Cape Girardeau	City Manager	38,000	2020
	Ferguson	City Manager	21,111	2015
	Maryland Heights	City Administrator	27,436	2015
	Republic	City Administrator	15,590	2016
	South Lyon	City Manager	11,327	2018
	University City	Assistant City Manager	35,172	2020
		Assistant to the City Manager/Communications Director	35,172	2018

City/County Management Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
		Assistant to the City Manager/Director of Human Resources	35,172	2020
		City Manager	35,172	2017
	Warrensburg	City Manager	20,200	2021
	Webster Groves	City Manager	22,800	2020
	Wildwood	City Manager	35,524	2019
Nevada	Boulder City	City Manager	16,207	2021
New Hampshire	Portsmouth	City Manager	21,796	2019
New Jersey	Waldwick	Borough Administrator	9,800	2015
New York	Long Beach	Deputy City Manager (Virtual)	33,275	2021
	Mamaroneck (Town)	Town Administrator	29,156	2021
	Mamaroneck (Village)	Village Manager	19,426	2018
	Scarsdale	Village Manager	17,500	2021
North Carolina	Fayetteville	Assistant City Manager	210,000	2017
				2018
North Dakota	Minot	City Manager	45,700	2020
Ohio	Oberlin	City Manager	8,390	2016
	Ferguson Township	Township Manager	18,300	2017
Pennsylvania	Mt. Lebanon	Municipal Manager	33,137	2015
	South Fayette Township	Township Manager	14,416	2018
Rhode Island	North Kingston	Town Manager	26,326	2015
South Carolina	Beaufort County	County Administrator	192,122	2018
Texas	Austin	Deputy City Manager	885,000	2021
	Burleson	City Manager	43,960	2018
	Garland	Assistant City Manager	233,206	2016
	McKinney	Assistant City Manager	191,645	2019
	Missouri City	Assistant City Manager	74,139	2019
		City Manager	74,139	2021
Virginia	Chesapeake	City Manager	245,000	2019
	Portsmouth	City Manager	96,000	2020
	Salem	City Manager	25,643	2019
	Virginia Beach	City Manager	442,707	2019
Washington	Duvall	City Administrator (POS)	8,090	2021
West Virginia	Bridgeport	City Manager	8,582	2019
	Morgantown	City Manager	31,000	2016
Wisconsin	Adams County	County Manager/Administrative Coordinator	20,220	2021
	Baraboo	City Administrator	12,048	2019
	Bayside	Assistant Village Manager	4,400	2019
	Bellevue	Village Administrator	15,524	2018

City/County Management Client List

STATE	CLIENT	POSITION	POPULATION	YEAR
	Beloit (City)	City Manager	36,966	2015
	Beloit (Town)	Town Administrator	7,083	2016
				2020
	Cedarburg	Town Administrator	11,475	2015
	Dunn County	County Manager	44,122	2016
	Eau Claire County	County Administrator	101,400	2015
	Franklin	Director of Administration	36,155	2019
	Glendale	City Administrator	12,920	2016
	Harrison	Village Manager	13,185	2021
	Hartford	City Administrator	14,251	2015
	Hobart	Village Administrator	8,500	2016
	Lake Geneva	City Administrator	7,710	2015
	Monroe	City Administrator	10,827	2020
	Oak Creek	City Administrator	35,243	2016
	Plymouth	City Administrator/Utilities Manager	8,540	2020
	Prairie du Chien	City Administrator	5,900	2017
	Racine	City Administrator	78,200	2016
	Rhinelanders	City Administrator	7,800	2018
	Rome	Town Administrator	2,720	2016
	Shorewood	Village Manager	13,331	2017
	West Bend	City Administrator	31,000	2016



CITY OF KNOXVILLE, IOWA **CITY MANAGER**



EXECUTIVE RECRUITMENT



CITY OF KNOXVILLE, IOWA

CITY MANAGER

THE COMMUNITY

Knoxville, Iowa (pop. 7,300), the county seat of Marion County, is located in south-central Iowa only 25 miles from the Des Moines metropolitan area. Knoxville is the birthplace of the Iowa State flag, home to the [Knoxville Raceway](#) and the [National Sprint Car Hall of Fame and Museum](#). The Raceway is located on the Marion County Fairgrounds and hosts weekly races mid-April through September, including the Sprint Car Nationals in August. The museum attracts visitors year-round to the community.

Lake Red Rock, Iowa's largest lake, is only 4 miles from Knoxville. With over 15,000 acres of water and 35,000 acres of public land, Red Rock is a recreation destination for walking and biking, hiking, fishing, swimming, kayaking and hunting. The City's park systems offers a variety of amenities, as well as operating the Knoxville Recreation Center which provides exercise facilities, a gymnasium with six basketball courts, racquetball courts, a six lane pool, sauna and meeting space. Outside the Recreation Center are athletic fields, tennis courts and a skate park.

Knoxville has a strong manufacturing economy with the corporate headquarters for Weiler Corporation located in the city as well as operation for 3M and Hormel. The Knoxville Hospital and Clinic is another major employer in the community and recently expanded its facility and operations.

Knoxville is amid reinvestment and revitalization with new schools under construction, a renovated and expanded Public Library, a state of the art 700 seat Knoxville Performing Arts Center, and trails and parks expansions. Knoxville's downtown offers several award-winning options for dining, including a local brewery. Also located downtown is the Grand Theater, a restored venue that offers movies, special events and meeting spaces.

A strong economy, abundant amenities, and continued investment and growth all contribute to the vibrancy of Knoxville and its high quality of life.

THE POSITION IN BRIEF

The City Manager carries out the City's daily operations and the policies as adopted by the Mayor and City Council. The City Manager oversees a budget of \$16.4 M which includes utility and capital improvement funds. There are approximately 40 FTEs for the City of Knoxville.



KNOXVILLE

BY THE NUMBERS



Median Age:
40.9



Median Household Income:
\$47,844



Median Home Value:
\$95,100



Square Miles:
4.63



City manager oversees budget of **\$16.4** million



40 Full-Time Employees

THE ORGANIZATION

The City of Knoxville operates under a Council Manager form of government. The mayor and five-member city council are elected at large. The mayor serves a two-year term, and the council members serve staggered four-year terms. The city manager is appointed by the mayor and council and oversees all daily operations of the city, including the city's finances, oversight of personnel and ensuring compliance with city code, state and federal laws.

Knoxville is a full-service community with following department and operations: Administration, Fire & Rescue, Municipal Airport, Library, Parks and Recreation, Planning and Zoning, Police and Public Works. Public Works is a staff of 13 and divided into three divisions: streets, cemetery and sewer. The Police Department has a staffing of 14 uniform and two civilian staff, as well as a canine unit. Fire consists of paid and part time paid staff of 30 that also provide EMS services for the city.

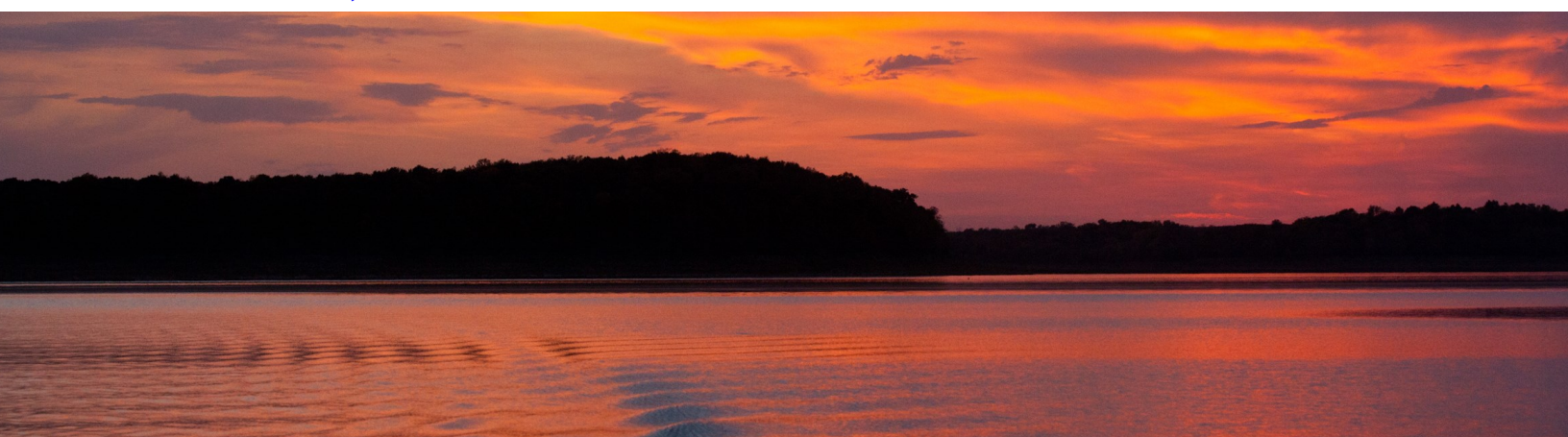


EXPECTATIONS AND PROJECTS

The next City Manager will have the opportunity to be involved in the following initiatives.

- Oversee the redevelopment of the 153-acre former Veterans' Administration hospital site, including the development of a master plan to maximize the opportunities for development of housing and/or commercial development.
- Assess the need city's current city hall facility and the opportunities for renovation or replacement of the same including the financing options available to the city.
- Develop short- and long-term strategies for improved community engagement and communications.
- Develop a plan to manage aging infrastructure including funding mechanisms.
- Identify additional strategies and opportunities for increasing the development of housing units withing the community of Knoxville.
- Work with the business community, including the Chamber of Commerce to identify opportunities for development and redevelopment of commercial areas in the City.
- Provide guidance to the Mayor and Council in developing an economic development strategy including the use of potential business incentives.
- Continue to build upon the skills and strengths of the current management team and encourage an atmosphere of collaboration and innovation.





CANDIDATE REQUIREMENTS

- A Bachelor's degree in planning, public administration, urban studies, community development or a related field; A master's degree is preferred.
- Five years of progressive leadership experience in a senior management position in a municipal organization of similar size and complexity.
- Strong finance and budgeting skills, including public financing tools.
- Excellent written and verbal communication skills.
- A communicative, team-oriented, and approachable management style.

THE IDEAL CANDIDATE WILL BE

- A collaborative leader willing to engage in the community and the region with demonstrated ability to build and maintain partnerships.
- An innovative and progressive manager knowledgeable in best practices for local government.
- A visionary and strategic leader who can assist in guiding the city's development and growth.
- A skilled project manager able to oversee complex initiatives and ensure project completion.
- Committed to customer service and highly responsive and responsible to community concerns, needs and inquiries.
- Experienced with community and economic development.
- Experience in all areas of human resources management with the ability to develop and mentor staff.

COMPENSATION AND BENEFITS

The starting salary range is \$105,000 – \$120,000+/-DOQ. The City of Knoxville provides a comprehensive benefit package.

HOW TO APPLY

Interested candidates should apply online by June 7, 2021 with resume, cover letter and contact information for five work-related references at www.govHRJobs.com to the attention of Charlene Stevens, Senior Vice President, GovHR USA, 630 Dundee Road, #225, Northbrook, IL 60062. Tel: (847)380-3240 Ext 124. The City of Knoxville, Iowa is an Equal Opportunity Employer.



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

Letter of Interest

November 3, 2021

To: Honorable Mayor & City Council, Indianola, Iowa

Brent Hinson
Hinson Consulting, LLC

Re: City Manager Recruitment Proposal

Dear Mayor and Council:

We are writing to offer our services in assisting with the search for Indianola's next City Manager. We have assembled a recruitment team that is unmatched for its deep experience in municipal government in Iowa and its resulting Iowa and Midwestern network.

If selected, we will employ a team with over 95 years of collective Iowa local government experience that has collectively completed over 35 city manager/administrator searches in Iowa since 2013. In addition, two of our three consultants serve as full-time appointed officials in Iowa cities. We believe this unique positioning allows us to leverage an extensive network of contacts in a way that most full-time search consultants cannot. Selecting the appropriate person as City Administrator is one of the most important decisions a Council will make, and we have developed a comprehensive process to recruit, screen, and evaluate candidates, providing the best chance possible of finding the perfect fit.

We would be honored to serve your fine city in this important process and decision.

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

Hinson Consulting, LLC Proposal: Table of Contents

a. Letter of Interest	1
Requested Specifications for Proposal	
b. Firm Contact Information & Overview	3
c. Consultant Biographies	3-4
d. Experience in Similar Searches	4
e. Recruitment Timetable	4-6
f. Client References	6-7
g. Proposed Scope of Services & Detailed Proposed Cost	7-8
Additional Services: Six and/or Twelve-Month Evaluation Process	9
Organizational Goal-Setting with Mayor, Council & New Manager	
Appendix: Client Listing	10

Bold letters above correspond to RFQ prepared by the City of Indianola.

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hinsonconsultingllc@gmail.com

Requested Specifications for Proposal

a) **Letter of Interest:** See cover page.

b) **Firm's Information**

Firm Contact Information:

Brent Hinson, Principal
Hinson Consulting, LLC
1234 Moonstone Ct
Mason City, IA 50401
(641) 373-2535
hinsonconsultingllc@gmail.com

Firm Overview: Hinson Consulting, LLC is an Iowa limited-liability corporation established in 2014. The firm specializes in City Administrator/Manager searches, but also performs compensation studies, employment background checks, and financial analysis for local governments in Iowa.

Hinson Consulting, LLC is a single-member LLC owned by Brent Hinson. It proposes to serve as the contracting firm for the proposed services, and will engage as subconsultants Callahan Municipal Consultants, LLC (Iowa single-member LLC owned by Patrick Callahan) and Mark A. Jackson Consulting, LLC (Iowa single-member LLC owned by Mark Jackson).

c) **Consultant Biographies:**

Consultant **Brent Hinson** has worked in city government for 18 years, having served as Finance Director/City Clerk in Iowa Falls, Iowa; City Administrator in Garner, Iowa; City Administrator in Washington, Iowa; and since August 2021, as Deputy City Administrator/ Finance Director in Mason City, Iowa. Brent is an ICMA Credentialed Manager. He has owned and operated his own consulting firm, Hinson Consulting, LLC since 2014. He is a past Iowa League of Cities Board member and speaker at League and ICMA conferences.

Consultant **Patrick Callahan** has 47 years of experience in city management and executive search in Iowa. He served the communities of Fort Madison, West Point, Maquoketa, and Anamosa in municipal leadership positions, and worked as a municipal consultant for the University of Iowa Institute of Public Affairs, the Brimeyer Group, and Snyder & Associates before starting his own firm, Callahan

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Municipal Consultants, in 2013. Since 2013, Callahan Municipal Consultants has successfully completed more than 25 administrator/manager searches in Iowa. Pat was inducted into the Iowa League of Cities Hall of Fame in 2001.

Consultant **Mark A. Jackson** has worked in city government for 30 years, first as the Village Manager in Homer, Michigan, and since 1993, as the City Administrator in Story City, Iowa. Mark is an ICMA Credentialed Manager. He is an adjunct instructor for Iowa State University. He also has provided consulting services upon request by cities for the past 16 years. He is a past Iowa League of Cities Board member.

d) Our Understanding of the City Manager Position & Search Experience: Our aforementioned 95 combined years of local government experience includes 66 years of direct in-the-field experience in administrator/manager roles. We understand the combination of broad knowledge, listening ability, leadership, energy, passion, financial & negotiating savvy, character, and many other traits that are necessary to be successful in this role.

Patrick Callahan has conducted city administrator/manager searches in Iowa since 1993. Brent Hinson and Mark Jackson have each conducted these searches since 2011. See item f) below for client references, and the appendix to this proposal for a more extensive list of recent searches.

e) Description of the Recruitment Process and Timeline: We are highly connected within and outside the state of Iowa in the city management field, and have a strong knowledge of potential candidates that may be interested in and qualified for the position, through an ongoing dialogue with a wide array of city government professionals. We perform many searches within the state of Iowa, so are aware & in touch with both the Iowa-based candidates, as well as those from other states that are interesting in relocating to or returning to Iowa. Our process starts with assembling a list of all such candidates of which we are aware. We will prepare what we believe is the list of the best candidates for Indianola. This will be based on the input we receive from staff, elected officials, and citizens, along with our own research and subject matter knowledge. We know many of the potential candidates personally and professionally, and may have worked with them on past searches, so are aware in many cases of not just qualifications for these individuals, but also character and intangibles that may make them particularly suited for Indianola. We then make contact with the potential candidates and other key influencers within the Iowa local government to raise awareness of the community and the availability of

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the position. We use the position profile we will prepare to supplement these efforts. We further advertise in a variety of outlets (with internet/social media sources emphasized), and also seek to be responsive and informative to candidates that may contact us directly about the position, as is often the case.

We have several levels of screening for applicants. First, we develop a qualifications matrix to be able to compare the candidates on the basis of factors such as education, local government experience, and management experience, and relate these to the desired qualifications and attributes identified for the position we are filling. We conduct detailed internet research on candidates via Google searches, targeted websites, etc. We use the results of these screening techniques to discuss among our consultants those that we believe are the best fit for the position on paper. We have several ways to involve the Mayor and City Council in this process. We prefer to bring the Mayor and City Council a group of 8-10 semi-finalists for closed session discussion, rather than spend valuable elected official time reviewing applications that do not have sufficient merit to move on to the next stage. However, we are flexible in this process, within the bounds of maintaining an appropriate level of confidentiality while complying with Iowa Code Chapters 21 & 22 regarding open meetings/open records. For example, we have increasingly conducted Skype/Zoom interviews of semi-finalists before the Mayor & Council proceed to selection of finalists, as we propose for this search.

The final levels of screening for candidates consist of credit, criminal background, and detailed reference interviews, along with the in-person interviews. We conduct all of our background research prior to the interviews, in order to put the Mayor & Council in the position to make an offer at the conclusion of the interviews. The interview process itself is carefully crafted to allow participants to develop a strong feel for candidate fit and readiness to assume the role of City Manager.

Recruitment Timetable: As stated above, we are flexible in our approach and process, but would anticipate the following timetable at this point in time:

A. Phase I – Advertising & Marketing of Position		
1. Initial Council Meeting to start the process	Consultant/City Council	By November 29
2. Confidential Interviews with Mayor &	Consultant	December

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Council Members		
3. Preparation of Profile	Consultant	December
4. Council Approval of Profile	City	December
5. Preparation of Advertisements	Consultant	December
6. Placement of advertisement and posting on websites	Consultant	December
7. Emailing of Profiles	Consultant	January
8. Phone Calls to Potential Candidates	Consultant	January
9. Deadline for Applications	-	January
B. Phase II – Selection Process		
10. Screening of Candidates	Consultant	January
11. Selection of Candidates for Zoom Interviews	City Council	January
12. Zoom Interviews of Candidates	Consultant/Council	January
13. Mail a Packet of Information to Candidates for Formal Interviews	Consultant	January
14. Education Verification, Credit Checks, & Criminal Background Checks, -Finalists	Consultant	February
15. Calls on Candidates' References	Consultant	February
16. Coordination of Interviews	Consultant	February
17. In-Person Interviews	Consultant/Council	February
18. Negotiations with Selected Candidate	Consultant/Mayor	February
19. Approval of Offer of Employment	City Council	February
20. Start of Employment		March

The exact dates of each step in the process will be selected after this proposal has been approved and the City has provided additional information regarding the schedules of the City officials involved in the process. We are also available to appear virtually as needed at Council meetings to provide updates during the process.

f) Client References: Specific to this proposal, we offer the following client references from past City Administrator/Manager searches:

1. City of Keokuk- Tom Richardson, Mayor, 319-524-5020 ext. 107

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2. City of Burlington- Stephanie Stuecker, Finance Director, 319-753-8178

3. City of Marion- Kirsten Fisher, HR Director, 319-743-6318

While we offer these references as comparable to Indianola, please also see the appendix to this proposal, which lists all of our searches completed in recent years.

g) Proposed Scope of Services & Fees: We agree to the general scope of services described in the RFQ, with the understanding that this scope is illustrative in nature and that it may differ slightly depending on the City's needs and preferences during the search, under the professional guidance of our team.

Fee Proposal

Task	Lead Role	Fee
1. Initial Council meeting to start the search process	Consultants/Council	\$ 500
2. Confidential Interviews-City officials	Consultant	\$ 1,800
3. Preparation of Position Profile	Consultant	\$ 1,500
4. Council Approval of Profile	Council	\$0
5. Preparation of List of Potential Candidates	Consultant	\$ 450
6. Printing or emailing of Profiles	Consultant	\$ 150
7. Preparation of Advertisements	Consultant	\$ 200
8. Placement of Advertisements	Consultant	\$ 200
9. Phone Calls to Potential Candidates	Consultant	\$ 350
10. Screening of Candidates	Consultants/Council	\$1,500
11. Selection of Candidates for Zoom Interviews - Council Meeting	Council	\$ 600
12. Zoom Interviews of 6 Finalists	Consultants/Council	\$1,800
13. Selection of Candidates for Formal Interviews	Council	-0-
14. Send Packets of Information to Candidates for Interviews	Consultant	\$300

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15. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$950
16. Calls on Candidate References	Consultant	\$1,600
17. Coordination of Interviews & Calls to Candidates	Consultant	\$1,000
18. Actual Formal Interviews – Two Days	Consultant/Council	\$2,800
19. Negotiations with Selected Candidate	Consultant	\$ 300
20. Formal Approval of Offer of Employment	Council	\$0
SUB-TOTAL – Consulting Fee		\$16,000
Expenses – Mileage, copies, & lodging		\$ 1,800
Grand Total – Not to Exceed		\$17,800

We would anticipate billing for monthly progress payments proportionate to the amount of work completed each period, through the completion of the search.

Please consider this division of tasks as a proposal that can be modified to meet the Council's expectations. We are flexible as to the tasks that the Council would wish to assign to us. If we were to follow the division of tasks, as outlined in this proposal, the consulting fee, plus expenses, would not exceed \$17,800. If the Council wants to change the division of tasks, we can modify the fee according to the Council's needs and expectations.

Based on this scope of service, would have the following expectations of City staff and officials:

- Provide consultants with content for position profile.
- Respond to various information requests during the process.
- Provide input throughout the process.
- Post job advertisement on Iowa League of Cities website (free to members).
- Various coordination for interview weekend, including arranging tours of Indianola, a public reception for candidates, refreshments for formal interview participants, etc.
- Legal review of proposed employment contract (by City Attorney).

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Additional Services: New Manager Evaluations and Council Goal Setting

Six and/or Twelve Month Performance Evaluation: If requested by the Council, we can assist the City with initial performance evaluations of the person selected as City Manager. In cooperation with the Mayor, City Council Members, and City Manager, we will develop a performance evaluation form and rating system. We will distribute and collect the evaluation forms, summarize them, and present the summary to the Mayor, City Council, and City Manager. If there is a need for an improvement in some aspect of the performance of the city manager, we will provide advice and suggestions, if requested. The fee for this service would be \$800 per evaluation process.

Mayor/Council Goal-Setting: We believe one of the most important aspects to success, especially for a new manager, is a shared Mayor/Council vision. This allows the new manager to focus on what is truly important to start, and what can wait a bit to address. Our consultants are highly experienced with this process, and can build a process to suit Indianola. The fee for this service would range from \$1,000 to \$2,500 depending on the depth of the process desired by the City of Indianola.

We sincerely thank you for considering our proposal, and look forward to working with you.

Brent, Pat, and Mark

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Appendix

Client Listing: Our consultants have assisted with the following representative city administrator/ manager searches in Iowa in recent years:

<u>Client</u>	<u>Year</u>	<u>Contact</u>
Garner, Iowa	2011/2019	Dennis Drabek, City Council, 641-923-3483
Fairfield, Iowa	2014/2017	Ed Malloy, Former Mayor, 641-233-1080
Tiffin, Iowa	2015	Mike Ryan, Former Council, 319-545-2203
Forest City, Iowa	2016	Barney Ruitter, Mayor, 641-585-3311
Tipton, Iowa	2017	Bryan Carney, Mayor, 563-886-4542
Central City, Iowa	2017	Don Gray, Former Mayor, 319-521-7276
Mason City, Iowa	2018	Perry Buffington, HR Director, 641-424-7130
Carlisle, Iowa	2018	Drew Merrifield, Mayor, 515-229-5800
Keokuk, Iowa	2018	Tom Richardson, Mayor, 319-524-5020 ext. 107
Sheldon, Iowa	2018	Katricia Meendering, Former Mayor, 712-324-4651
Webster City, Iowa	2019	John Hawkins, Mayor, 515-832-9141
Riverside, Iowa	2019	Allen Schneider, Mayor, 319-330-2102
Polk City, Iowa	2019	Jason Morse, Mayor, 515-208-3996
Huxley, Iowa	2019	Jolene Lettow, City Clerk, 515-597-2561 ext 201
Orange City, Iowa	2019	Deb DeHaan, Mayor, 712-541-9016
Burlington, Iowa	2020	Stephanie Stuecker, Finance Director, 319-753-8178
Decorah, Iowa	2021	Wanda Hemesath, Retired Clerk/Treasurer, 563-379-1362
Marion, Iowa	2021	Kirsten Fisher, HR Director, 319-743-6318



HINSON CONSULTING, LLC

LOCAL GOVERNMENT HIRING, PLANNING & FINANCE

December 1, 2021

Honorable Mayor and Council
City of Indianola, Iowa
c/o jraffety@indianolaiowa.gov
110 N. 1st Street
Indianola, IA 50125

Dear Mayor and Council:

The purpose of this letter (the "Engagement Letter") is to confirm our agreement that Hinson Consulting, LLC ("Hinson") and its subconsultants will conduct a human resources search and interview process for the position of City Manager for the City of Indianola ("City"). The services to be offered by Hinson are consistent with those of our written proposal dated November 3, 2021, which was previously reviewed by this Council. To-wit, this scope of service includes the following:

Hinson Scope of Services:

1. Develop recruiting specifications, in conjunction with the City Council, and other key individuals selected by the City Council, that addresses the specific duties, responsibilities, operational issues, education and training, leadership qualities, and other factors that are relevant to the position.
2. Coordinate all stages of the process with the City Council, with the collaboration of key staff members from the City of Indianola.
3. Translate the Council requirements into a recruitment brochure, to encompass a nation-wide search, with recruiting activities including selected advertising, networking and direct inquiries, and use of our knowledge of candidates from other searches.

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4. Assist the Council in screening the initial pool of applicants to an appropriate number of semi-finalists. Provide the Council with summary reports on semi-finalists and respond to questions. Conduct virtual semi-finalist interviews.
5. Work with the Council to narrow the group to a list of approximately four finalists, to determine an appropriate interview process, and to discuss preliminary terms of an employment agreement.
6. Conduct in-depth interviews, detailed background investigations, and contact references and verify the credentials of finalists. Prepare a report on each finalist. Assist the Council with the candidate interviews.
7. Coordinate and/or conduct any additional assessments and background investigations.
8. Assist the Council with the negotiation of an employment agreement with the selected candidate, as directed by the Council.

City Responsibilities:

1. Provide consultants with content & photos for position profile.
2. Respond to various information requests during the process.
3. Provide input throughout the process.
4. Various coordination for interview weekend, including arranging tours of Indianola, a public reception for candidates, refreshments for interview participants, etc.
5. Legal review of proposed employment contract (by City Attorney).

Fee Agreement:

The fee for services will not exceed \$16,000 plus \$1,800 in reimbursable expenses. Hinson shall invoice City for progress payments on an approximate monthly basis proportionate to the amount of work completed each month.

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

A breakdown of the fees charged is as follows:

Task	Lead Role	Fee
1. Initial Council meeting to start the search process	Consultants/Council	\$500
2. Confidential Interviews-City officials	Consultant	\$1,800
3. Preparation of Position Profile	Consultant	\$1,500
4. Council Approval of Profile	Council	\$0
5. Preparation of List of Potential Candidates	Consultant	\$450
6. Printing or emailing of Profiles	Consultant	\$150
7. Preparation of Advertisements	Consultant	\$200
8. Placement of Advertisements	Consultant	\$200
9. Phone Calls to Potential Candidates	Consultant	\$350
10. Screening of Candidates	Consultants/Council	\$1,500
11. Selection of Candidates for Zoom Interviews- Council Meeting	Council	\$600
12. Zoom Interviews of 6 Finalists	Consultants/Council	\$1,800
13. Selection of Candidates for Final Interviews	Council	-0-
14. Send Packets of Information to Candidates for Interviews	Consultant	\$300
15. Educational Verification, Credit Checks, & Criminal Background Checks & Report	Consultant	\$950
16. Calls on Candidate References	Consultant	\$1,600
17. Coordination of Interviews	Consultant	\$1,000
18. Formal Interviews – Two Days	Consultant/Council	\$2,800
19. Negotiations with Selected Candidate	Consultant	\$300
20. Formal Approval of Offer of Employment	Council	-0-
SUB-TOTAL – Consulting Fee		\$16,000

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Expenses – Mileage, copies, & lodging		\$1,800
Grand Total – Not to Exceed		\$17,800

Schedule:

Pending any necessary agreed-upon changes during the process, Hinson and City agree to the following project schedule:

A. Phase I – Advertising & Marketing of Position		
Approval of Formal Agreement	Consultant/City Council	December 6
1. Confidential Interviews with Mayor & Council Members	Consultant	December 17
2. Initial Council Meeting to start the process (Council Mtg)	Consultant/City Council	December 20
3. Preparation of Profile	Consultant	By December 30
4. Approval of Profile (Council Mtg)	City	January 3
5. Preparation of Advertisements	Consultant	By January 4
6. Placement of advertisement and posting on websites	Consultant	January 4
7. Emailing of Profiles	Consultant	January 4- February 1
8. Phone Calls to Potential Candidates	Consultant	January 4- February 1
9. Update on Progress on Applications (Council Mtg- consultant by Zoom)	Consultant	January 18
10. Deadline for Applications	-	February 2
B. Phase II – Selection Process		
11. Screening of Candidates	Consultant	February 2-6
12. Selection of Semi-Finalists (Council Meeting)	City Council	February 7
13. Zoom Interviews of Semi-Finalists	Consultants/Council	February 9
14. Email a Packet of Information to Candidates for Formal Interviews	Consultant	By February 11
15. Education Verification, Credit Checks, & Criminal Background Checks	Consultant	February 11- March 3
16. Calls on Candidates' References	Consultant	February 11- March 3

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17. Coordination of Interviews	Consultant/Staff	February 11- March 3
18. Formal Interviews	Consultant/Council	March 4-5
19. Negotiations with Selected Candidate	Consultant/Mayor	March 5-6
20. Approval of Offer of Employment & Employment Agreement	City Council	March 7 & March 21
Start of Employment		Late April/Early May

Additional Provisions:

This Engagement Letter shall remain in effect until all related activities associated with the process are complete unless canceled in writing by either party upon thirty (30) days' written notice to the other party. City acknowledges that portions of the work described will be performed by Callahan Municipal Consultants, LLC, Mark A. Jackson Consultants, LLC, or other subconsultants that may be selected by Hinson at its sole discretion.

All notices given under this Engagement Letter will be in writing and sent by email to the addresses listed in the Engagement Letter. All materials and work products related to the search shall be the property of the City and shall be furnished upon request and in compliance with Iowa record retention practices and guidelines.

Hinson holds and will continue to maintain professional liability insurance in the amount of \$250,000 each claim/annual aggregate. Except to the extent caused by willful misconduct, bad faith, gross negligence, or reckless disregard of obligations or duties under this Engagement Letter on the part of Hinson or any of its associated subconsultants, neither Hinson nor its subconsultants shall have any liability for any act or omission in connection with performance of its services hereunder, or for any error of judgment or mistake of law.

Hinson and its subconsultants at all times will be independent contractors, and not deemed to be employees or joint ventures of the City by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter.

This Engagement Letter represents the entire agreement between City and Hinson and may not be amended or modified except in writing.

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

Respectfully Submitted,



Brent Hinson, Principal
Hinson Consulting, LLC

Approval by City Council:

Passed and approved this 6th day of December, 2021.

Mayor

ATTEST:

City Clerk

Hinson Consulting, LLC
hinsonconsultingllc@gmail.com

City of Indianola
RESOLUTION NO 2021-

RESOLUTION APPROVING A CONTRACT FOR CITY MANAGER RECRUITMENT

WHEREAS, following the resignation of the previous city manager, a vacancy exists in the city manager position which must be filled for the proper day-to-day functioning of city operations; and

WHEREAS, the City of Indianola underwent a bidding process, reviewing proposals received, and selected three firms to interview; and

WHEREAS, on November 29, 2021, the City Council interviewed three executive search firms; and

WHEREAS, a contract was drafted to employ the services of the search firm selected by the City Council to conduct the search, and

WHEREAS, the City's legal counsel has reviewed said contract.

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

- a. the proposal from _____ in the amount of _____ to recruit a city manager is hereby approved and
- b. the Mayor and City Clerk are hereby authorized and directed to execute a contract with _____ for the recruitment of a city manager.

PASSED AND APPROVED this 6th day December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Asst. Finance Director

Date: December 6, 2021

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 6, 2021

Subject: Enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government.

Recommendation: Roll call to enter and exit the closed session is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Jackie Raffety, City Clerk/Asst. Finance Director

Date: December 6, 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