



CITY OF INDIANOLA COUNCIL MEETING

December 20, 2021

6:00 PM

City Council Chambers

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Recognition of Service**
- 5. Public Comment**
 - A. Public Comment Form
- 6. Consent Agenda:**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Resolution approving monthly transfers.
 - D. Approval of Minutes of the prior council meetings
 - E. Setting dates for future public hearings
 1. Resolution setting a public hearing on the vacation of a 20' and a 42' storm sewer easement.
 2. Resolution setting a public hearing regarding a request to rezone property located at 404 South Jefferson Way.
 - F. Approval of Applications
 1. Approval of a renewal liquor license for the Indianola Country Club.
 2. Approval of a renewal liquor license for Ohio Martinez, LLC dba Fiesta Jalepenos Mexican Restaurant.
 3. Approval of Payment Application Number 5 from Vanderpool Construction for the South Plant Lift Station Improvements project in the amount of \$259,621.61.
 4. Approval of Payment Application Number 18 from Williams Brothers Construction, Inc for the Water Resource Recovery Facility in the amount of \$891,145.50.

5. Approval of Payment Application Number 6 from Absolute Concrete for the Streetscape Project in the amount of \$140,251.48
- G. Resolution approving the purchase of a forklift for the Water Resource Recovery Department.
- H. Resolution approving a Professional Services Agreement with ACCO Unlimited Corporation for sand filter media replacement.
- I. Resolution approving the purchase of a wheel loader for the Public Works Department.
- J. Resolution authorizing the Mayor to execute the Iowa Opioid Allocation Memorandum of Understanding on behalf of the City of Indianola.
- K. Approval of refuse hauling rates for 2022.
- L. Approval of utility write-offs for April - September 2021.
- M. Third 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.
- N. Third consideration of an Ordinance amending recycling rates.
- O. Resolution approving salaries.

7. Council Reports

- A. Treasurer's Report - November
- B. Metro Advisory Report - Councilman Bob Kling
- C. Approval of the appointment of Bob Kling to the Indianola Public Arts Commission to fill a vacant seat for a term effective January 1, 2022 - July 1, 2023.
- D. Approval of the appointment of Cortney Marmon to the Planning and Zoning Commission to fill a vacant seat for a term beginning July 1, 2021 and ending July 1, 2026.
- E. Approval of the appointment of Mimi Kelly-Meyer to the Planning and Zoning Commission to fill a vacant seat for a term beginning July 1, 2021 and ending July 1, 2026.
- F. Approval of the re-appointment of Josh Rabe to the Planning and Zoning Commission for a term beginning February 1, 2022 and ending July 1, 2022.
- G. Approval of the re-appointment of Josh Rabe to the Planning and Zoning Commission for a term beginning July 1, 2022 and ending July 1, 2027.

8. Mayor's Report

- A. Community Update

9. Public Consideration

- A. Old Business
 1. Development Agreement with DeYarman Ford.

- a. Public Hearing on the proposal to enter into a Development Agreement with DeYarman Properties, LLC and DeYarman Ford Indianola, Inc.
 - b. Resolution approving and authorizing execution of a Development Agreement by and among the City of Indianola, DeYarman Properties, LLC and DeYarman Ford Indianola, Inc.
- 2. 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.
- B. New Business
 - 1. First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend noise regulations section 48.06.
 - 2. First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend Peddlers, Solicitors and Transient Merchants Section 122.
 - 3. Resolution setting public hearing and letting dates for wayfinding and placemaking monuments as part of the City Square Reconstruction Project (Streetscape Project).

10. Other Business

- A. Interim City Manager's Report – Charlie Dissell
 - 1. Receive and file correspondence from the December 3, 2021 weekly update from interim City Manager, Charlie Dissell.

11. Adjourn

12. Oath of Office



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 20, 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

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

(Indianola City Council Rules of Procedure)



MEMORANDUM

To: Mayor and City Council

From:

Date: December 20, 2021

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. City Vendor Report 122021

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL SUPPLIES - CITY HALL	12/08/2021	404.00	GENERAL FUND
A 6FT GEEK LLC	JANITORIAL SERVICES	12/08/2021	1,450.00	LIBRARY FUND
A 6FT GEEK LLC	TABLE & CHAIR CLEANING	12/09/2021	50.00	PARK & RECREATI
A 6FT GEEK LLC	ACTIVITY CENTER TP, PAPER TOWELS, LIG	12/08/2021	121.00	PARK & RECREATI
Total A 6FT GEEK LLC:			2,025.00	
ABSOLUTE CONCRETE CONSTRUCTION INC				
ABSOLUTE CONCRETE CONST	DOWNTOWN RECONSTRUCTION PROJECT	12/10/2021	140,251.48	SQUARE STREETS
Total ABSOLUTE CONCRETE CONSTRUCTION INC:			140,251.48	
ACE HARDWARE				
ACE HARDWARE	BULBS, VAC FILTER	12/08/2021	73.11	SEWER FUND
ACE HARDWARE	RETURNED SHOP VAC FILTER	12/08/2021	15.99-	SEWER FUND
ACE HARDWARE	2' BULBS	12/08/2021	42.95	SEWER FUND
Total ACE HARDWARE:			100.07	
AGRILAND FS INC				
AGRILAND FS INC	GRASS SEED FOR PICKARD BALL FIELDS	11/30/2021	430.00	PARK & RECREATI
AGRILAND FS INC	GRASS SEED	12/01/2021	390.00	PARK & RECREATI
Total AGRILAND FS INC:			820.00	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	URBAN RENEWAL LEGAL SERVICES	12/01/2021	186.00	GENERAL FUND
AHLERS & COONEY P.C.	CEMEN TECH DA LEGAL	12/01/2021	513.00	GENERAL FUND
AHLERS & COONEY P.C.	HILLCREST TIF, AMEND 4	12/01/2021	102.00	GENERAL FUND
AHLERS & COONEY P.C.	DEYARMAN PROP DA	12/01/2021	374.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND 5, HILLCREST URA	12/01/2021	156.00	GENERAL FUND
AHLERS & COONEY P.C.	TS INVESTMENTS DA	12/01/2021	765.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND 6, HILLCREST URA	12/01/2021	173.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			2,269.00	
ALLENDER BUTZKE ENG INC				
ALLENDER BUTZKE ENG INC	SOIL TESTING FOR HH11	12/06/2021	2,253.90	STREET CAPITAL
Total ALLENDER BUTZKE ENG INC:			2,253.90	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	PROGRAM SUPPLIES	12/01/2021	124.41	LIBRARY FUND
AMAZON CAPITAL SERVICES	COLLECTION MATERIALS	12/01/2021	161.03	LIBRARY FUND
AMAZON CAPITAL SERVICES	SPECIAL COLLECTION MATERIALS	12/01/2021	187.12	LIBRARY FUND
AMAZON CAPITAL SERVICES	FRIENDS- GENERAL	12/01/2021	245.27	LIBRARY SPECIAL
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	12/01/2021	22.94	LIBRARY FUND
AMAZON CAPITAL SERVICES	MATERIALS AND SUPPLIES	12/01/2021	118.12	LIBRARY FUND
AMAZON CAPITAL SERVICES	DISPLAY STANDS	11/05/2021	43.36	LIBRARY FUND
AMAZON CAPITAL SERVICES	ACTIVITY CENTER COFFEE	12/06/2021	102.26	PARK & RECREATI
AMAZON CAPITAL SERVICES	CAMERAS FOR WRRF	12/06/2021	378.00	SEWER FUND
Total AMAZON CAPITAL SERVICES:			1,382.51	
ASE IOWA LLC				
ASE IOWA LLC	DANCE LIGHTS RENTAL	12/08/2021	395.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total ASE IOWA LLC:			395.00	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	10/22/2021	72.66	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			72.66	
AUBERT'S TOWING				
AUBERT'S TOWING	VEHICLE IMPOUND	11/20/2021	150.00	POLICE FUND
AUBERT'S TOWING	TOWING IMPOUND	10/27/2021	155.00	POLICE FUND
Total AUBERT'S TOWING:			305.00	
BAKER & TAYLOR ENTERTAINMENT				
BAKER & TAYLOR ENTERTAINM	DVDS	11/02/2021	586.85	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/04/2021	21.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/04/2021	21.74	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/04/2021	17.39	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/08/2021	27.54	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/03/2021	52.90	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/03/2021	389.70	LIBRARY FUND
BAKER & TAYLOR ENTERTAINM	DVDS	11/30/2021	43.48	LIBRARY FUND
Total BAKER & TAYLOR ENTERTAINMENT:			1,161.34	
BAKER AND TAYLOR				
BAKER AND TAYLOR	BOOKS	11/03/2021	359.07	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/05/2021	394.02	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/05/2021	31.78	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	11/10/2021	832.19	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/10/2021	32.48	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	11/10/2021	139.15	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/15/2021	285.42	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/15/2021	17.10	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	11/16/2021	498.44	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/29/2021	352.15	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/29/2021	33.99	LIBRARY SPECIAL
BAKER AND TAYLOR	BOOKS	11/24/2021	133.29	LIBRARY FUND
BAKER AND TAYLOR	BOOKS	11/24/2021	37.99	LIBRARY SPECIAL
Total BAKER AND TAYLOR:			3,147.07	
BAKER AND TAYLOR SPOKEN WORD				
BAKER AND TAYLOR SPOKEN	BOOK ON CD	11/10/2021	83.71	LIBRARY FUND
BAKER AND TAYLOR SPOKEN	BOOK ON CD	11/11/2021	24.23	LIBRARY FUND
Total BAKER AND TAYLOR SPOKEN WORD:			107.94	
BELIEU CONCRETE				
BELIEU CONCRETE	POOL CONCRETE REPAIRS	11/26/2021	6,030.00	POOL (MEMORIAL)
Total BELIEU CONCRETE:			6,030.00	
BERNIE LOWE & ASSOCIATES INC				
BERNIE LOWE & ASSOCIATES I	411 MED CLAIMS	12/09/2021	687.16	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BERNIE LOWE & ASSOCIATES INC:			687.16	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	NAME PLATE	08/27/2021	8.50	POLICE FUND
BOB'S CUSTOM TROPHIES	TROPHY ENGRAVING	11/09/2021	8.50	LIBRARY FUND
BOB'S CUSTOM TROPHIES	MEMORIAL PLAQUE - LORNA OXENREIDER	12/02/2021	10.00	PARK & RECREATI
BOB'S CUSTOM TROPHIES	PICTURE NAME PLATE - ERICKSCON	12/10/2021	8.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	PICTURE NAME PLATE - RICHARDSON	12/10/2021	8.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	PICTURE NAME PLATE - BEACH	12/10/2021	8.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	PICTURE NAME PLATE - DALBY	12/10/2021	8.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	COUNCIL NAME PLATE - DALBY	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	DOOR NAME PLATE - ERICKSON	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	DOOR NAME PLATE - RAFFETY	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	DOOR NAME PLATE - LENT	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	NAME PLATE - BRIDENSTINE	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	COUNCIL NAME PLATE - ERICKSON	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	COUNCIL NAME PLATE - RICHARDSON	12/10/2021	10.50	GENERAL FUND
BOB'S CUSTOM TROPHIES	COUNCIL NAME PLATE - BEACH	12/10/2021	10.50	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			145.00	
BOLTON & MENK INC				
BOLTON & MENK INC	STREETSCAPE ENGINEERING	11/30/2021	33,115.00	SQUARE STREETS
Total BOLTON & MENK INC:			33,115.00	
BONNIE'S BARRICADES				
BONNIE'S BARRICADES	BARRICADES - 65/69 MEDIAN	11/12/2021	956.30	PARK & RECREATI
Total BONNIE'S BARRICADES:			956.30	
BRAVO GREATER DES MOINES				
BRAVO GREATER DES MOINES	BRAVO CONTRIBUTION	12/03/2021	21,488.81	GENERAL FUND
Total BRAVO GREATER DES MOINES:			21,488.81	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	LEGAL SERVICES	11/25/2021	90.00	LIBRARY FUND
Total BRICK GENTRY P.C.:			90.00	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	PAPER TOWELS	12/06/2021	35.95	SEWER FUND
Total CENTRAL IOWA FASTENERS:			35.95	
CENTURYLINK				
CENTURYLINK	NOVEMBER SERVICES	11/22/2021	34.12	GENERAL FUND
CENTURYLINK	NOVEMBER SERVICES	11/22/2021	57.86	GENERAL FUND
Total CENTURYLINK:			91.98	
CINTAS CORPORATION				
CINTAS CORPORATION	WRRD FIRST AID SUPPLIES	12/02/2021	241.32	SEWER FUND
Total CINTAS CORPORATION:			241.32	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	STORMSEWER REPAIR ON W 5TH & S Q ST	12/01/2021	53.33	STORMWATER UTI
CIRCLE B CASHWAY	REZONING NOTIFICATIONS SIGNS	12/03/2021	2.70	GENERAL FUND
Total CIRCLE B CASHWAY:			56.03	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	REPAIRS ON 025 CHAINSAW, PRE-MIX OIL	12/02/2021	106.43	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	CHAIN SHARPENING	12/07/2021	63.00	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	CHAINS FOR POLE SAW, BAR OIL	12/08/2021	42.73	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			212.16	
CROSS, CHUCK				
CROSS, CHUCK	CCROSS WELLNESS FITNESS	12/01/2021	25.00	FIRE FUND
Total CROSS, CHUCK:			25.00	
DENMAN & COMPANY LLP				
DENMAN & COMPANY LLP	FY2021 AUDIT	12/06/2021	8,000.00	GENERAL FUND
Total DENMAN & COMPANY LLP:			8,000.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	FY21 AFR	11/30/2021	135.18	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			135.18	
DEYARMAN FORD OF INDIANOLA				
DEYARMAN FORD OF INDIANO	VEHICLE REPAIR	11/30/2021	75.92	POLICE FUND
Total DEYARMAN FORD OF INDIANOLA:			75.92	
DIVERSIFIED INSPECTIONS INC				
DIVERSIFIED INSPECTIONS IN	208 FT OF GROUND LADDERS ANNUAL TES	11/23/2021	1,055.75	FIRE FUND
Total DIVERSIFIED INSPECTIONS INC:			1,055.75	
DLH GRAFX				
DLH GRAFX	ZONE T-SHIRTS	11/29/2021	682.50	PARK & RECREATI
Total DLH GRAFX:			682.50	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR	07/26/2021	24.75	POLICE FUND
Total DOWNEY TIRE PROS:			24.75	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	12/02/2021	41.30	POLICE FUND
Total ELIXIR RX SOLUTIONS:			41.30	
FIRE SERVICE TRAINING BUREAU				
FIRE SERVICE TRAINING BURE	RECERTIFICATION-WALLACE	12/08/2021	25.00	FIRE FUND
Total FIRE SERVICE TRAINING BUREAU:			25.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
FORMATION GROUP				
FORMATION GROUP	BUILDING ASSESSMENT	11/11/2021	450.00	LIBRARY FUND
Total FORMATION GROUP:			450.00	
GALLS LLC				
GALLS LLC	UNIFORMS	11/22/2021	101.98	POLICE FUND
GALLS LLC	UNIFORMS	12/01/2021	248.64	POLICE FUND
Total GALLS LLC:			350.62	
HACH COMPANY				
HACH COMPANY	LAB SUPPLIES	11/26/2021	22.95	SEWER FUND
Total HACH COMPANY:			22.95	
HR GREEN INC				
HR GREEN INC	WRRF TRUNK SEWER ENGINEERING	12/15/2021	33,411.62	WWTP FACILITY C
HR GREEN INC	ON CALL SERVICES	12/15/2021	7,713.50	SEWER CAPITAL P
Total HR GREEN INC:			41,125.12	
ILNITSKY, VERONIKA				
ILNITSKY, VERONIKA	RENTAL DEPOSIT REFUND	12/06/2021	200.00	PARK & RECREATI
Total ILNITSKY, VERONIKA:			200.00	
IMU - UTILITIES				
IMU - UTILITIES	INTERNET SERVICES	12/01/2021	142.00	GENERAL FUND
IMU - UTILITIES	PHONE SERVICES	12/01/2021	516.39	GENERAL FUND
IMU - UTILITIES	IMU UTILITIES - ACTIVITY CENTER	12/01/2021	545.51	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - MCCORD PARK	12/01/2021	24.31	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - YOUTH SOFTBALL	12/01/2021	95.26	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - MEMORIAL PARK	12/01/2021	48.43	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - MOATS PARK	12/01/2021	28.07	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - TRAILHEAD	12/01/2021	24.61	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - PICKARD & CAMPGROUND	12/01/2021	157.54	PARK & RECREATI
IMU - UTILITIES	UTILITIES	12/01/2021	3,827.62	GENERAL FUND
IMU - UTILITIES	RENEWABLE	12/01/2021	53.00	FIRE FUND
IMU - UTILITIES	STREETLIGHTS	12/01/2021	13,009.81	ROAD USE TAX FU
IMU - UTILITIES	IMU UTILITIES - BUXTON PARK	12/01/2021	140.59	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - ADULT SOFTBALL	12/01/2021	620.90	PARK & RECREATI
IMU - UTILITIES	IMU UTILITIES - VMAC	12/01/2021	257.14	POOL (MEMORIAL)
IMU - UTILITIES	PLANT ELECTRIC	12/01/2021	20,427.17	SEWER FUND
IMU - UTILITIES	LIFT STATION ELECTRIC	12/01/2021	9,038.66	SEWER FUND
IMU - UTILITIES	UTILITIES	12/01/2021	117.66	PARK & RECREATI
IMU - UTILITIES	UTILITIES - ELECTRIC, WATER, & FIBER	12/01/2021	836.80	ROAD USE TAX FU
IMU - UTILITIES	UTILITIES	12/08/2021	1,126.71	LIBRARY FUND
IMU - UTILITIES	206 N 1ST UTILITIES	12/01/2021	50.67	FIRE FUND
IMU - UTILITIES	IMU UTILITIES - DOWNEY PARK	12/08/2021	30.21	PARK & RECREATI
IMU - UTILITIES	410N JEFFERSON UTILITIES	12/01/2021	206.85	FIRE FUND
IMU - UTILITIES	IMU UTILITIES - PARK SHOP	12/01/2021	256.00	PARK & RECREATI
Total IMU - UTILITIES:			51,581.91	
IMWCA				
IMWCA	INSTALLMENT 6	12/01/2021	109.18	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	5,218.61	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
IMWCA	INSTALLMENT 6	12/01/2021	6.32	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	23.04	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	18.96	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	1.18	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	22.82	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	3,440.46	POLICE FUND
IMWCA	INSTALLMENT 6	12/01/2021	81.96	POOL (MEMORIAL)
IMWCA	INSTALLMENT 6	12/01/2021	2,045.79	AMBULANCE FUN
IMWCA	INSTALLMENT 6	12/01/2021	16.68	GENERAL FUND
IMWCA	INSTALLMENT 6	12/01/2021	381.54	SEWER FUND
IMWCA	INSTALLMENT 6	12/01/2021	1,372.29	ROAD USE TAX FU
IMWCA	INSTALLMENT 6	12/01/2021	353.89	PARK & RECREATI
IMWCA	INSTALLMENT 6	12/01/2021	410.57	PARK & RECREATI
IMWCA	INSTALLMENT 6	12/01/2021	26.25	LIBRARY FUND
IMWCA	INSTALLMENT 6	12/01/2021	144.32	GENERAL FUND
Total IMWCA:			13,673.86	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	SEWER CC FEE NOV 2021	12/03/2021	1,364.16	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	STORMWATER CC FEE NOV 2021	12/03/2021	77.51	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	RECYCLING CC FEE NOV 2021	12/03/2021	108.51	RECYCLING FUND
INDIANOLA MUNICIPAL UTILITIE	DEC. SERVICES	12/01/2021	5,560.33	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	DEC. SERVICES	12/01/2021	855.00	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	DEC. SERVICES	12/01/2021	855.00	RECYCLING FUND
Total INDIANOLA MUNICIPAL UTILITIES:			8,820.51	
INTERSTATE ALL BATTERY CENTER				
INTERSTATE ALL BATTERY CEN	COT BATTERIES	09/08/2021	119.98	AMBULANCE FUN
INTERSTATE ALL BATTERY CEN	EQUIPMENT - BATTERIES	10/27/2021	263.40	FIRE FUND
INTERSTATE ALL BATTERY CEN	EQUIPMENT - BATTERIES	10/27/2021	81.00	FIRE FUND
INTERSTATE ALL BATTERY CEN	ENGINE 333- 6 BATTERIES	11/29/2021	806.40	FIRE FUND
INTERSTATE ALL BATTERY CEN	ENGINE 331-4 BATTERIES	11/29/2021	537.60	FIRE FUND
INTERSTATE ALL BATTERY CEN	COT BATTERY	10/19/2021	119.98	AMBULANCE FUN
Total INTERSTATE ALL BATTERY CENTER:			1,928.36	
IOWA ASSOC OF MUN UTILITIES				
IOWA ASSOC OF MUN UTILITIE	LOCKOUT/TAGOUT PROGRAM	11/30/2021	1,122.00	SEWER FUND
Total IOWA ASSOC OF MUN UTILITIES:			1,122.00	
IOWA DEPT OF PUBLIC SAFETY				
IOWA DEPT OF PUBLIC SAFETY	NCIC SYSTEM	12/06/2021	810.00	POLICE FUND
Total IOWA DEPT OF PUBLIC SAFETY:			810.00	
JERICO SERVICES INC				
JERICO SERVICES INC	SOUTH K STREET DUST CONTROL (WATER)	12/03/2021	350.00	ROAD USE TAX FU
Total JERICO SERVICES INC:			350.00	
JESS' LOCK AND KEY				
JESS' LOCK AND KEY	LOCK FOR THE BRUSH FACILITY GATES	12/03/2021	35.00	GENERAL FUND
JESS' LOCK AND KEY	LOCK REPAIR - AQUATIC CENTER	07/14/2021	60.00	POOL (MEMORIAL)

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total JESS' LOCK AND KEY:			95.00	
KARL CHEVROLET				
KARL CHEVROLET	VEHICLE UPFIT/INSTALL	11/30/2021	16,637.54	POLICE FUND
Total KARL CHEVROLET:			16,637.54	
KELLER'S GARAGE				
KELLER'S GARAGE	2016 MEDIC UNIT REPAIRS	12/02/2021	601.65	AMBULANCE FUN
Total KELLER'S GARAGE:			601.65	
KEYSTONE LABORATORIES INC				
KEYSTONE LABORATORIES IN	MONTHLY LAB TESTS	12/13/2021	1,066.70	SEWER FUND
Total KEYSTONE LABORATORIES INC:			1,066.70	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP SUPPLIES	11/19/2021	377.42	ROAD USE TAX FU
LAWSON PRODUCTS	PPE GLOVES	11/19/2021	19.68	ROAD USE TAX FU
LAWSON PRODUCTS	REFLECTIVE TAPES	12/01/2021	244.34	ROAD USE TAX FU
Total LAWSON PRODUCTS:			641.44	
LEGACY FIRE APPARATUS				
LEGACY FIRE APPARATUS	334 REPAIR MIRRORS FUNTION	11/24/2021	1,869.54	FIRE FUND
LEGACY FIRE APPARATUS	E333 REPAIR PUMP INTAKE GAUGE	11/24/2021	263.59	FIRE FUND
Total LEGACY FIRE APPARATUS:			2,133.13	
LENT, ANDREW				
LENT, ANDREW	LENT-DEC 2021 WELLNESS	12/06/2021	25.00	GENERAL FUND
LENT, ANDREW	LENT-DEC 2021 CELLPHONE	12/14/2021	50.00	GENERAL FUND
Total LENT, ANDREW:			75.00	
LIBRARY FURNITURE INTERNATIONAL INC				
LIBRARY FURNITURE INTERNA	SHELVING	11/15/2021	2,933.77	LIBRARY SPECIAL
Total LIBRARY FURNITURE INTERNATIONAL INC:			2,933.77	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	OXYGEN	12/01/2021	73.75	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			73.75	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SPECIAL EVENTS DECORATIONS - LIGHTS	11/29/2021	107.93	PARK & RECREATI
MCCOY HARDWARE INC	PICNIC TABLE PAINT	12/02/2021	130.59	PARK & RECREATI
MCCOY HARDWARE INC	TOILET PAPERS	12/03/2021	34.18	ROAD USE TAX FU
MCCOY HARDWARE INC	SHOP VAC FILTER	12/08/2021	14.38	SEWER FUND
MCCOY HARDWARE INC	OFFICE SUPPLIES	12/08/2021	28.78	POLICE FUND
MCCOY HARDWARE INC	SCREWS FOR ICE RINK	12/09/2021	5.21	PARK & RECREATI
MCCOY HARDWARE INC	SCREWS FOR ICE RINK	12/09/2021	5.79	PARK & RECREATI
MCCOY HARDWARE INC	SPRAY PAINT	12/09/2021	43.35	PARK & RECREATI
MCCOY HARDWARE INC	BATTERIES	12/14/2021	17.09	SEWER FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MCCOY HARDWARE INC:			387.30	
MESTON BROTHERS IRRIGATION				
MESTON BROTHERS IRRIGATI	BACKFLOW TEST	11/30/2021	270.00	PARK & RECREATI
MESTON BROTHERS IRRIGATI	BACKFLOW REPAIR AT PICKARD	11/30/2021	285.00	PARK & RECREATI
Total MESTON BROTHERS IRRIGATION:			555.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	NATURAL GAS	11/18/2021	267.49	LIBRARY FUND
Total MID AMERICAN ENERGY CO.:			267.49	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	SIGN LIGHT REPAIRS - PICKARD	12/08/2021	995.00	PARK & RECREATI
MILLER ELECTRICAL SERVICE	ELECTRICAL WORK IN CITY HALL	12/09/2021	518.73	GENERAL FUND
Total MILLER ELECTRICAL SERVICES:			1,513.73	
NAPA AUTO PARTS				
NAPA AUTO PARTS	ANTIFREEZE FOR GENERATORS	12/08/2021	15.98	SEWER FUND
Total NAPA AUTO PARTS:			15.98	
NITE OWL PRINTING				
NITE OWL PRINTING	TRIP PADS/HIPAA SHEETS	11/23/2021	1,322.00	AMBULANCE FUN
Total NITE OWL PRINTING:			1,322.00	
ONMEDIA ADVERTISING				
ONMEDIA ADVERTISING	SHOP INDIANOLA AD	12/08/2021	375.00	GENERAL FUND
Total ONMEDIA ADVERTISING:			375.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	EQUIPMENT REPAIR PARTS	01/09/2020	32.99	ROAD USE TAX FU
O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	05/21/2021	61.95	POLICE FUND
O'REILLY AUTO PARTS	VEHICLE MAINTENANCE	05/21/2021	9.00-	POLICE FUND
O'REILLY AUTO PARTS	SAFE IGNITION SOURCE-FUEL INJECTION	07/10/2020	8.99	FIRE FUND
O'REILLY AUTO PARTS	MAINTENANCE SUPPLIES	09/21/2020	17.97	FIRE FUND
O'REILLY AUTO PARTS	EQUIPMENT REPAIR PARTS	10/19/2020	214.62	ROAD USE TAX FU
O'REILLY AUTO PARTS	CREDIT - EQUIPMENT REPAIR PARTS	12/13/2021	12.88-	ROAD USE TAX FU
O'REILLY AUTO PARTS	CAR WASH SOAP	05/19/2020	46.99	FIRE FUND
O'REILLY AUTO PARTS	EQUIPMENT REPAIR PARTS	06/29/2021	279.07	ROAD USE TAX FU
O'REILLY AUTO PARTS	EQUIPMENT REPAIR PARTS	06/29/2021	61.45	ROAD USE TAX FU
O'REILLY AUTO PARTS	CREDIT - EQUIPMENT REPAIR PARTS	06/19/2019	63.00-	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			639.15	
PARKER SIGNS & GRAPHICS				
PARKER SIGNS & GRAPHICS	LIFT STATION SIGNS	12/08/2021	160.80	SEWER FUND
Total PARKER SIGNS & GRAPHICS:			160.80	
PER MAR SECURITY				
PER MAR SECURITY	ACTIVITY CENTER FIRE ALARM MONITORIN	12/08/2021	155.43	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PER MAR SECURITY:			155.43	
PRODIGY DISC, INC.				
PRODIGY DISC, INC.	DISC GOLF BASKETS - MCCORD	12/08/2021	6,205.00	PARK & RECREATI
Total PRODIGY DISC, INC.:			6,205.00	
ROBERTS, DWIGHT				
ROBERTS, DWIGHT	RENTAL DEPOSIT REFUND	12/08/2021	100.00	PARK & RECREATI
Total ROBERTS, DWIGHT:			100.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	COVID 19-RESPIRATORS AND FILTERS	12/03/2021	360.00	AMBULANCE FUN
Total SANDRY FIRE SUPPLY LLC:			360.00	
SECURE SHRED SOLUTIONS LLC				
SECURE SHRED SOLUTIONS L	SHREDDING	12/02/2021	59.00	GENERAL FUND
Total SECURE SHRED SOLUTIONS LLC:			59.00	
STATE HYGENIC LABORATORY				
STATE HYGENIC LABORATORY	ANNUAL WETT TESTING	11/30/2021	500.00	SEWER FUND
Total STATE HYGENIC LABORATORY:			500.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	TRASH REMOVAL	11/24/2021	106.00	LIBRARY FUND
Total T.R.M. DISPOSAL LLC:			106.00	
TERRACON CONSULTANTS INC				
TERRACON CONSULTANTS INC	PRAIRIE GLYNN PLAT 3 SOIL TESTING	12/06/2021	3,300.00	STREET CAPITAL
Total TERRACON CONSULTANTS INC:			3,300.00	
THEISEN'S				
THEISEN'S	OIL DRY ABSORBANT	10/02/2021	143.82	FIRE FUND
THEISEN'S	SHOP SUPPLIES - DUST PAN	01/14/2021	9.98	ROAD USE TAX FU
THEISEN'S	SIGN INSTALLATION MATERIALS	07/07/2021	15.54	ROAD USE TAX FU
Total THEISEN'S:			169.34	
TRANSUNION RISK AND ALTERNATIVE				
TRANSUNION RISK AND ALTER	MISC-CONTRACTUAL	12/01/2021	100.00	POLICE FUND
Total TRANSUNION RISK AND ALTERNATIVE:			100.00	
UNIQUE				
UNIQUE	COLLECTION SERVICES	12/08/2021	50.00	LIBRARY FUND
Total UNIQUE:			50.00	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	WPC-SCREENING CRAWFORD	11/30/2021	88.00	SEWER FUND
UPHDM OCCUPATIONAL MEDIC	EMS-SCREENING RUBY	11/30/2021	556.00	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
UPHDM OCCUPATIONAL MEDIC	WPC-SCREENING HENRY	11/30/2021	88.00	SEWER FUND
UPHDM OCCUPATIONAL MEDIC	EMS-SCREENING-DOMINGUEZ	11/30/2021	556.00	AMBULANCE FUN
UPHDM OCCUPATIONAL MEDIC	PD-SCREENING SCHUMACHER	11/30/2021	904.00	POLICE FUND
UPHDM OCCUPATIONAL MEDIC	SCREENING-GREIF	11/30/2021	53.00	ROAD USE TAX FU
Total UPHDM OCCUPATIONAL MEDICINE:			2,245.00	
VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	REPAIRS ON 5090M JD TRACTOR	02/26/2020	248.90	PARK & RECREATI
VAN WALL EQUIPMENT	TRACTOR CABLE	10/01/2021	38.34	PARK & RECREATI
Total VAN WALL EQUIPMENT:			287.24	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	SOUTH PLANT LIFT STATION #5	12/10/2021	259,621.61	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			259,621.61	
VERIZON WIRELESS				
VERIZON WIRELESS	WRRD WIRELESS	11/26/2021	40.01	SEWER FUND
Total VERIZON WIRELESS:			40.01	
WARREN COUNTY RECORDER				
WARREN COUNTY RECORDER	URP AMEND 6	11/30/2021	142.00	GENERAL FUND
WARREN COUNTY RECORDER	CEMEN TECH MAA	11/30/2021	22.00	GENERAL FUND
Total WARREN COUNTY RECORDER:			164.00	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	PRISONER FEES	12/06/2021	2,160.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			2,160.00	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING RES	11/29/2021	20,726.91	RECYCLING FUND
WASTE MANAGEMENT OF IOW	RECYCLING APT	12/01/2021	4,136.33	RECYCLING FUND
WASTE MANAGEMENT OF IOW	UTILITIES - GARBAGE	11/29/2021	38.29	ROAD USE TAX FU
WASTE MANAGEMENT OF IOW	RECYCLING SERVICES	11/29/2021	7.17	LIBRARY FUND
WASTE MANAGEMENT OF IOW	FALL 2021 CLEANUP	12/01/2021	2,442.40	GENERAL FUND
Total WASTE MANAGEMENT OF IOWA:			27,351.10	
WELLMAN LLC, MAX J.				
WELLMAN LLC, MAX J.	TUNES AND TREATS PERFORMANCE - JAN	12/06/2021	250.00	PARK & RECREATI
WELLMAN LLC, MAX J.	TUNES AND TREATS PERFORMANCE APRIL	12/06/2021	250.00	PARK & RECREATI
Total WELLMAN LLC, MAX J.:			500.00	
WILLIAMS BROTHERS CONSTRUCTION INC				
WILLIAMS BROTHERS CONSTR	WRRF PAY APP 18	12/13/2021	891,145.50	WWTP FACILITY C
Total WILLIAMS BROTHERS CONSTRUCTION INC:			891,145.50	
Grand Totals:			1,572,055.07	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
-------------	-------------	--------------	--------------------	------

City Council: _____



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, Asst. City Manager/CFO
Date: December 20, 2021
Subject: Resolution approving monthly transfers.

Introduction: Resolution to Approve Monthly Transfers for December 2021

Background: The City of Indianola transfers funds each month for cost allocations between funds.

Discussion: The December 2021 transfers are not unusual from the monthly transfers approved each month.

Budget Impact: N/A.

Recommendation: Approval of the Resolution.
Roll call is in order.

Attachments: 1. Res. Monthly Transfers-Printed

RESOLUTION 2021-_____

RESOLUTION TO APPROVE MONTHLY TRANSFERS

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

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

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

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

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

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

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

Passed and approved this 20th day of December 2021.

Pam Pepper
Mayor

ATTEST:

Jackie Raffety
City Clerk/CFO

FY 2022 Monthly Recurring Transfers

December 2021

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

\$ 242,401.08 \$ 242,401.08

Prepared By: _____

Date _____



MEMORANDUM

To: Mayor and City Council
From:
Date: December 20, 2021
Subject: Approval of Minutes of the prior council meetings

Recommendation: Roll call is in order.

Attachments: 1. 12062021 Minutes



CITY OF INDIANOLA COUNCIL MEETING

December 6, 2021

6:00 PM

City Council Chambers

Minutes

The Indianola City Council met in regular session at 6:00 p.m. on December 6, 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 (via Zoom due to a personal issue), and Greg Marchant. Absent: None.

In public comment, Mayor Pepper noted there were four members of the Mayor's Youth Council in attendance. Deb White, 1406 South G Street, spoke about her disappointment in the removal of public comment from the November 29 meeting in which Council heard presentations from recruitment firms, and in the request for IMU Board Members Voigts and Rozga to step down or be removed.

Agenda items 5B and 5I were 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.

- Approval of Agenda
- Approval of Minutes of the prior council meetings
- 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.
- Approval of a renewal liquor license for The Sports Page.
- Approval of a renewal liquor license for The Brickhouse.
- Approval of a renewal liquor license for the Benevolent and Protective Order of Elks.
- 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.
- Approval of Urban Revitalization Designations.
- Approval of a Home Base Iowa Initiative Application from Nicole Dowling and authorization of a handwritten warrant in the amount of \$1500.00.
- Resolution approving a one-year farm lease.
- 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.
- Resolution approving Amendment Number 1 to the Agreement with Snyder and Associates for the Hillcrest Avenue Pavement Reconstruction Project.
- 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.
- Second consideration of an Ordinance amending recycling rates.
- Resolution approving salaries.

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

Council Member Parker moved to continue the 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 to the December 20, 2021 Council Meeting. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Kling reported the Metro Advisory Committee has received updates from Polk County on COVID-19; from Central Iowa Shelter Services on the homeless population; and from Invest Des Moines on how they work to strengthen neighborhoods.

Council Member Parker reported the Greater Des Moines Convention and Visitor's Bureau FY21 audit was clean and reported on goals for FY22.

Council Member Parker moved to approve the re-appointment of Kathy Turnbull to the Parks and Recreation Commission for a term beginning January 1, 2022 and ending July 1, 2022. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Hulen moved to approve the re-appointment of Kathy Turnbull to serve on the Parks and Recreation Commission for a term beginning July 1, 2022 and ending July 1, 2025. 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.

Mayor Pepper reminded citizens to shop and dine locally and asked that they consider joining a City Board or Commission and supporting local holiday activities and needs.

Mayor Pepper read a proclamation declaring December 10 as Human Rights Day in Indianola.

Council Member Marchant moved to approve the appointment of Nia Chiaramonte to the Human Relations Commission for a term beginning immediately and ending July 1, 2022. Council Member Hulen seconded it. In discussion, Council Member Parker stated he is not in favor of this candidate because they do not live within the city limits. Council Member Marchant clarified that the ordinance allows for members outside of the city limits if there are no other candidates. On roll call, the vote was AYES: Hulen, Kling, Southall, and Marchant. NAYS: Parker and Schroder.

Council Member Marchant moved to approve the appointment of Tara Elcock to the Human Relations Commission for a term beginning immediately and ending July 1, 2023. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Kling, Southall, and Marchant. NAYS: Parker and Schroder.

Council Member Marchant moved to approve the appointment of Nick Mahlstadt to serve on the Human Relations for a term beginning immediately and ending July 1, 2024. Council Member Southall seconded it. On roll call, the vote was AYES: Hulen, Kling, Southall, and Marchant. NAYS: Council Member Parker and Schroder.

Council Member Parker moved to open the 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. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None.

Whereas the Mayor declared the motion carried unanimously.

Interim City Manager/Community and Economic Development Director Charlie Dissell explained the need to re-precinct and the updated boundaries for Wards and Precincts. He also recommended waiving the second and third readings in order to comply with State submission deadlines. There were no other comments offered.

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 Schroder moved to approve the 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. 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 Hulen moved to open the Public Hearing on a proposal to enter into a Development Agreement with T.S. Investments Limited Liability Company, and Phillips' Floors, Inc. 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.

Dissell stated the development agreement will help Phillips' Floors offset the utility and permit costs for relocation. The City will provide them with a one-year TIF rebate. There were no other public comments offered.

Council Member Kling moved, and Hulen 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 Kling moved to approve Resolution 2021-282 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. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Marchant moved to approve Resolution 2021-283 approving an agreement with Snyder and Associates for a Stormwater GIS Attribute Survey. Council Member Schroder seconded it. In discussion, Public Works Director Akhilesh Pal explained the survey is needed because the current database is inaccurate and incomplete. 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 2021-284 approving a contract with GovHR for city manager recruitment. Council Member Kling seconded it. In discussion, legal counsel stated they had no issues with any of the proposed contracts. Council Members explained why they preferred GovHR over other firms. Mayor Pepper noted that hiring a city manager is a multi-month process and should not be delayed. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Interim City Manager Dissell stated receiving and filing weekly updates would be on the next agenda.

At 6:43 p.m. Council Member Schroder moved to enter into closed session in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government. Council Member Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 6:57 p.m. Council Member Parker moved to exit the closed session, and Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved at 6:57 p.m. 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. Council Member Kling seconded it. On roll call, the vote was AYES: Hulen, Parker, Kling, Schroder, Southall, and Marchant. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 7:03 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 Schroder moved to adjourn the meeting at 7:03 p.m. Council Member Hulen 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 20, 2021
Subject: Resolution setting a public hearing on the vacation of a 20' and a 42' storm sewer easement.

Introduction:

Background: Lee Adams of Danlee Corporation has requested a vacation of two (2) separate storm sewer easements that are 62' in total. A new 40' storm sewer easement has been dedicated to the City to replace this easement.

Discussion:

Budget Impact:

Recommendation: The Planning and Zoning Commission has recommended this vacation be approved. Staff recommends the public hearing be set for the regular City Council meeting on Monday, January 3, 2022 at 6 PM.

Attachments: 1. Resolution

RESOLUTION NO. _____

RESOLUTION SETTING A PUBLIC HEARING ON THE VACATION OF A 20' AND A 42' STORM SEWER EASEMENT

WHEREAS, a proposal has been made for the City to vacate a storm sewer easement on the following described real property:

The east 42 feet of the real estate described as beginning at a point 33 feet east and 238.5 feet north of the SW corner of the Northwest Quarter of the Southwest Quarter (NW ¼ SW ¼) of Section 19, Township 76 North, Range 23 West of the 5th P.M., Warren County, Iowa; thence North 103 feet, thence east 208.5 feet, thence south 103 feet, thence west 208.5 feet to point of beginning; and

WHEREAS, a proposal has been made for the City to vacate a storm sewer easement on the following described real property:

The west 20 feet of Outlot Z, Peoples Bank Plat 1, Indianola, Warren County Iowa; and

WHEREAS, the Code of Iowa provides that the easement may be vacated only after notice and hearing as provided by law.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that a public hearing before this Council on the proposal set forth in the preamble to this Resolution is set for 6:00 p.m., on the 3rd day of January 2022. The City Clerk is directed to publish the Notice of said hearing at the time and in the manner required by law.

DATED at Indianola, Iowa, this 20th 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 20, 2021
Subject: Resolution setting a public hearing regarding a request to rezone property located at 404 South Jefferson Way.

Introduction:

Background: Andrea Bierstedt has requested to rezone property located at 404 South Jefferson Way from C-2 (Highway Commercial Zoning District) to R-2 (Single-Family Residential Attached Zoning District).

Discussion:

Budget Impact:

Recommendation: The Planning and Zoning Commission has recommended this rezoning be approved. Staff recommends the public hearing be set for the regular City Council meeting on Tuesday, January 18, 2022 at 6 PM.

Attachments: 1. RESOLUTION

RESOLUTION NO. 2021-_____

**RESOLUTION SETTING A PUBLIC HEARING ON JANUARY 18, 2022 REGARDING
A REQUEST FROM ANDREA BIERSTEDT TO REZONE PROPERTY LOCATED AT
404 SOUTH JEFFERSON WAY FROM C-2 (HIGHWAY COMMERCIAL ZONING
DISTRICT) TO R-2 (SINGLE-FAMILY RESIDENTIAL ATTACHED ZONING
DISTRICT).**

WHEREAS, the City Council of the City of Indianola, Iowa (the “City”) desires to consider an amendment for a rezoning from C-2 (Highway Commercial Zoning District) to R-2 (Single-Family Residential Attached Zoning District) on land located at 404 South Jefferson Way and described:

Lot 3 and Lot 6, Block 4, in Haworth’s Addition to the City of Indianola, Warren County, Iowa; And

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

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

1. That a public hearing be held by the Indianola City Council on the proposed amendment to the Zoning Ordinance, at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 6:00 p.m. on January 18, 2022, at which time the City Council will consider any objections to the proposed amendment and will hear all interested persons.
2. That the Mayor and Clerk be and hereby are authorized and instructed to give Notice of said public hearing, as required by law.

APPROVED this 20th 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 20, 2021
Subject: Approval of a renewal liquor license for the Indianola Country Club.

Introduction: The Indianola Country Club has applied for a renewal of their Class C liquor license with outdoor service and Sunday sales privileges. They are located at 1610 Country Club Road.

Background: Robert Curtiss and Kevin Halterman are officers for the Country Club.

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 liquor license application.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 20, 2021
Subject: Approval of a renewal liquor license for Ohio Martinez, LLC dba Fiesta Jalepenos Mexican Restaurant.

Introduction: Ohio Martinez, LLC has applied for a renewal of their Class C liquor license with outdoor service and Sunday sales privileges. They are located at 508 North Jefferson Way.

Background: Owners are Guillermo Ayala, Jose Alejandro Martinez and Ricardo Angel Gallardo.

Discussion: All renewal 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 20, 2021
Subject: Approval of Payment Application Number 5 from Vanderpool Construction for the South Plant Lift Station Improvements project in the amount of \$259,621.61.

Introduction: Vanderpool Construction, the contractor for the South Plant Lift Station Improvement project has submitted Payment Application Number 5.

Background: As of this Payment Application, Vanderpool Construction has been paid 74% of the contract.

Discussion: Items included in this application include partial wet well structure, chopper pumps, pump station piping, influent manhole, force main, electrical & controls, guardrail at valve vault, modular block retaining wall, porous backfill, subdrain, mobilization, staking, and construction testing.

Budget Impact: \$259,621.61

Recommendation: Staff and HR Green have reviewed the application and recommend approval.

Attachments: 1. ltr-121021-S.PlantLS_Vanderpool_Pay_Request5



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

▷ Hrgreen.com

December 10, 2021

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

Re: SOUTH PLANT LIFT STATION IMPROVEMENTS
Contractor's Application for Payment No. 5

Dear Rick:

Attached is an electronic copy of Payment Application No. 5 from Vanderpool Construction Inc. for the South Plant Lift Station Improvements project. Items included in this application include partial wet well structure, chopper pumps, pump station piping, influent manhole, force main, electrical & controls, guardrail at valve vault, modular block retaining wall, porous backfill, subdrain, mobilization, staking, and construction testing.

The total request for Payment Application No. 5 is \$259,621.61. As of this Pay Application, Vanderpool Construction has been paid 74% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 5 as submitted by Vanderpool. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2020\201161\Construction\Payment\Pay_Estimates\#5\ltr-121021-S.PlantLS_Vanderpool_Pay_Request5.docx

AIA Type Document
Application and Certification for Payment

Pg 1 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 5
PERIOD TO: 12/9/2021

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

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** \$ 966,000.00

2. **Net Change by Change Orders** \$ 0.00

3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$ 966,000.00

4. **TOTAL COMPLETED AND STORED TO DATE** \$ 752,630.00

5. **RETAINAGE:**

a. 5.00 % of Completed Work \$ 37,631.50

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 37,631.50

6. **TOTAL EARNED LESS RETAINAGE** \$ 714,998.50
(Line 4 less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$ 455,376.89

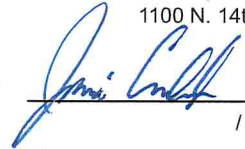
8. **CURRENT PAYMENT DUE** \$ 259,621.61

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ 251,001.50

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	0.00	0.00
TOTALS	0.00	0.00
NET CHANGES by Change Order	0.00	

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

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

By: 

Date: 12/9/21

State of:

County of:

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

Notary Public:

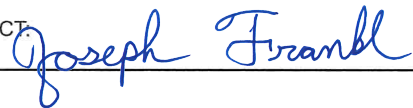
My Commission Expires :

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ **\$259,621.61**

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

ARCHITECT: 

By: _____

Date: 12/10/2021

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

AIA Type Document
Application and Certification for Payment

Pg 2 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 5
PERIOD TO: 12/9/2021

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
100	Access Road and Onsite Grading		.0000	38,000.00		0.00	.000%	0.00	0.00	0.00	.00	38,000.00
200	Pump Station - Structures		.0000	190,000.00	85.000%	161,500.00	15.000%	28,500.00	0.00	190,000.00	100.00	.00
202	Pump Station - Pumps		.0000	105,000.00		0.00	95.000%	99,750.00	0.00	99,750.00	95.00	5,250.00
204	Pump Station - Piping, Valves, Etc.		.0000	50,000.00	90.000%	45,000.00	10.000%	5,000.00	0.00	50,000.00	100.00	.00
210	Measurement Flume Manhole		.0000	21,000.00	80.000%	16,800.00	.000%	0.00	0.00	16,800.00	80.00	4,200.00
220	Influent Manhole		.0000	14,000.00	95.000%	13,300.00	5.000%	700.00	0.00	14,000.00	100.00	.00
230	EQ Return Manhole		.0000	6,200.00		0.00	.000%	0.00	0.00	0.00	.00	6,200.00
240	Influent Gravity Sewer DIP 16	25.000	320.0000	8,000.00	25.000	8,000.00	.000	0.00	0.00	8,000.00	100.00	.00
250	Influent Gravity Sewer PVC 12	56.000	195.0000	10,920.00	56.000	10,920.00	.000	0.00	0.00	10,920.00	100.00	.00
260	EQ Return Gravity Sewer PVC 8	35.000	120.0000	4,200.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,200.00
270	Garage Drain Line PVC 4	57.000	55.0000	3,135.00	.000	0.00	.000	0.00	0.00	0.00	.00	3,135.00
280	Sanitary Sewer Cleanout	1.000	700.0000	700.00	.000	0.00	.000	0.00	0.00	0.00	.00	700.00
290	Forcemain PVC 10	125.000	175.0000	21,875.00	.000	0.00	80.000	14,000.00	0.00	14,000.00	64.00	7,875.00
400	Site Electrical - Install		.0000	170,000.00	61.939%	105,296.00	26.296%	44,704.00	0.00	150,000.00	88.24	20,000.00
402	Site Electrical - Controls		.0000	160,000.00	43.750%	70,000.00	34.375%	55,000.00	0.00	125,000.00	78.13	35,000.00
404	Site Electrical - Demo		.0000	20,000.00		0.00	.000%	0.00	0.00	0.00	.00	20,000.00
410	Driveway PCC 7	67.000	75.0000	5,025.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,025.00
420	Sidewalk PCC 4	23.000	105.0000	2,415.00	.000	0.00	.000	0.00	0.00	0.00	.00	2,415.00
430	Pipe Bollards	4.000	650.0000	2,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	2,600.00
440	Silt Fence	700.000	2.0000	1,400.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,400.00
450	Seeding Fertilizing and Mulching	1.000	4,600.0000	4,600.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,600.00

AIA Type Document
Application and Certification for Payment

Pg 3 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 5
PERIOD TO: 12/9/2021

DISTRIBUTION
TO:
☐ OWNER
☐ ARCHITECT
☐ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S
PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
500	Handrail	109.000	100.0000	10,900.00	.000	0.00	99.000	9,900.00	0.00	9,900.00	90.83	1,000.00
510	Modular Block Retaining Wall w/ Stairs	300.000	40.0000	12,000.00	150.000	6,000.00	150.000	6,000.00	0.00	12,000.00	100.00	.00
520	Remove Fence and Install Gate		.0000	2,300.00		0.00	.000%	0.00	0.00	0.00	.00	2,300.00
530	Remove and Reinstall Fence		.0000	800.00		0.00	.000%	0.00	0.00	0.00	.00	800.00
540	Steel Landscape Edging	90.000	8.0000	720.00	.000	0.00	.000	0.00	0.00	0.00	.00	720.00
550	Porous Backfill under Generator/Transformer	340.000	30.0000	10,200.00	204.000	6,120.00	136.000	4,080.00	0.00	10,200.00	100.00	.00
560	Subdrain under Generator/Transformer	204.000	15.0000	3,060.00	122.400	1,836.00	81.600	1,224.00	0.00	3,060.00	100.00	.00
570	River Rock around Transformer/Generator	54.000	75.0000	4,050.00	.000	0.00	.000	0.00	0.00	0.00	.00	4,050.00
600	Pipe Plugs	10.000	550.0000	5,500.00	.000	0.00	.000	0.00	0.00	0.00	.00	5,500.00
610	Demo Existing Flume Structure		.0000	13,000.00		0.00	.000%	0.00	0.00	0.00	.00	13,000.00
620	Demo Existing Site Paving		.0000	2,600.00		0.00	.000%	0.00	0.00	0.00	.00	2,600.00
630	Demo and Granular Fill Existing Wet Well		.0000	7,000.00		0.00	.000%	0.00	0.00	0.00	.00	7,000.00
640	Demo and Granular Fill Existing Manholes	2.000	900.0000	1,800.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,800.00
650	Remove and Replace Valve Box	1.000	1,000.0000	1,000.00	.000	0.00	.000	0.00	0.00	0.00	.00	1,000.00
900	Mobilization		.0000	44,000.00	50.000%	22,000.00	25.000%	11,000.00	0.00	33,000.00	75.00	11,000.00
910	Construction Staking		.0000	4,500.00	50.000%	2,250.00	25.000%	1,125.00	0.00	3,375.00	75.00	1,125.00

AIA Type Document
Application and Certification for Payment

Pg 4 of 4

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

PROJECT: Indianola South Lift Station

APPLICATION NO: 5
PERIOD TO: 12/9/2021

DISTRIBUTION TO:
 _ OWNER
 _ ARCHITECT
 _ CONTRACTOR

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

VIA (ARCHITECT):

ARCHITECT'S PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

ITEM	DESCRIPTION	PLAN QTY	UNIT PRICE	SCHEDULED VALUE	PREVIOUSLY COMP QTY/%	PREVIOUS APPL	COMP QTY/% THIS PERIOD	COMP AMT THIS PERIOD	STORED MATERIAL	COMPLETED AND STORED	%	BALANCE
920	Compaction and Concrete Testing		.0000	3,500.00	50.000%	1,750.00	25.000%	875.00	0.00	2,625.00	75.00	875.00
REPORT TOTALS				<u>\$966,000.00</u>		<u>\$470,772.00</u>		<u>\$281,858.00</u>		<u>\$752,630.00</u>		<u>\$213,370.00</u>
									<u>\$0.00</u>			



MEMORANDUM

To: Mayor and City Council

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

Date: December 20, 2021

Subject: Approval of Payment Application Number 18 from Williams Brothers Construction, Inc for the Water Resource Recovery Facility in the amount of \$891,145.50.

Introduction: Williams Brothers Construction has submitted Payment Application Number 18 for WRRF.

Background: As of this Pay Application, WBCI has been paid 65.5% of the contract. The total work completed and stored to date is 69% of the total contract, which breaks down to work completed of 63.3% with the remainder in stored materials. As of this Pay Application, 75.6% of the time has been used.

Discussion: Items included in this application are through November 30, 2021 and summarized as follows:

- General Requirements: Division 01, Mobilization
- Site Work: Storm Sewer, Process Structures, Roof Drains, Digester Drain Lines, Instrumentation Controls, Electrical Site Wiring, Erosion Control
- 100-Electrical Service Building: Generator, Building Backfill
- 120-Admin Vehicle Storage: Metal Building System, Plumbing rough-in, HVAC rough-in, Electrical rough-in
- 210-Headworks: SOG, Suspended Slab, Miscellaneous Metals, Electrical rough-in, Building Backfill
- 230-Grit Building: Electrical rough-in, Slide Gates, Plumbing rough-in, Pumping Equipment
- 250-Equalization Tank: Rebar, Concrete, Footings, Walls
- 270-Peak Flow Treatment: Metal Building Systems, Electrical rough-in, Chemical Feed Equipment, Cloth Media Filters rough-in
- 320-Oxidation Ditches: Concrete, Walls, Beams, Electrical rough-in
- 350-Secondary Treatment Building: Waterproofing, Access Doors, Painting, Electrical rough-in, Plumbing rough-in, Building Backfill
- 380-Secondary Clarifiers: Concrete, Suspended Slab (Launders), Building Backfill
- 420-UV Disinfection Building: Electrical rough-in
- 520-Aerobic Digester: Building Backfill
- 550-Solids Processing Building: Rebar, SOG, CMU set-up, Miscellaneous Metals, Electrical rough-in, Plumbing rough-in, Building Backfill
- 570-Biosolids Storage: Housekeeping Pads, Miscellaneous Metals, Waterproofing, Access Doors, Building Backfill, Mixing Equipment
- Stored Materials: Oxidation Ditch Precast Panels

Budget Impact: \$891.145.50

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

Attachments: 1. ltr-121021-Williams_Brothers_Pay_Request_18



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

Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

December 13, 2021

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

**Re: Indianola Water Resource Recovery Facility (WRRF)
City of Indianola
Contractor's Application for Payment No. 18**

Dear Rick:

Attached is an electronic copy of Payment Application No. 18 from Williams Brothers Construction Inc. (WBCI) for the Indianola Water Resource Recovery Facility (WRRF) project. Items included in this application are through November 30, 2021 and summarized as follows:

- **General Requirements:** Division 01, Mobilization;
- **Site Work:** Storm Sewer, Process Structures, Roof Drains, Digester Drain Lines, Instrumentation Controls, Electrical Site Wiring, Erosion Control;
- **100-Electrical Service Building:** Generator, Building Backfill;
- **120-Admin Vehicle Storage:** Metal Building System, Plumbing rough-in, HVAC rough-in, Electrical rough-in;
- **210-Headworks:** SOG, Suspended Slab, Miscellaneous Metals, Electrical rough-in, Building Backfill;
- **230-Grit Building:** Electrical rough-in, Slide Gates, Plumbing rough-in, Pumping Equipment;
- **250-Equalization Tank:** Rebar, Concrete, Footings, Walls;
- **270-Peak Flow Treatment:** Metal Building Systems, Electrical rough-in, Chemical Feed Equipment, Cloth Media Filters rough-in;
- **320-Oxidation Ditches:** Concrete, Walls, Beams, Electrical rough-in;
- **350-Secondary Treatment Building:** Waterproofing, Access Doors, Painting, Electrical rough-in, Plumbing rough-in, Building Backfill;
- **380-Secondary Clarifiers:** Concrete, Suspended Slab (Launders), Building Backfill;
- **420-UV Disinfection Building:** Electrical rough-in;
- **520-Aerobic Digester:** Building Backfill;
- **550-Solids Processing Building:** Rebar, SOG, CMU set-up, Miscellaneous Metals, Electrical rough-in, Plumbing rough-in, Building Backfill;
- **570-Biosolids Storage:** Housekeeping Pads, Miscellaneous Metals, Waterproofing, Access Doors, Building Backfill, Mixing Equipment;
- **Change Orders:** Nothing this period;
- **Stored Materials:** Oxidation Ditch Precast Panels;

The total for Pay Application No. 18 is \$891,145.50. As of this Pay Application, WBCI has been paid 65.5% of the contract. The total work completed and stored to date is 69% of the total contract which breaks down to work



completed of 63.3% with the remainder in stored materials. As of this Pay Application, 75.6% of the time has been used.

We have reviewed Payment Application No. 18 and verified that WBCI is current with their certified payroll and has submitted the partial waiver of lien. Therefore, we recommend full payment of Payment Application No. 18 as submitted by Williams Brothers Construction Inc. Please execute the pay application and distribute copies to all parties.

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

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc : Andy Lent, City Clerk
 Ryan Waller, City Manager
 File

J:\2019\191899\Construction\Payment\Pay_Estimates\#18\ltr-121021-Williams_Brothers_Pay_Request_18.docx

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF PAGES

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

PROJECT Indianola Water Resource Recovery Facility

Application No. I8
Period To: November 30, 2021
PROJECT NOS.:

Distribution to:
 OWNER
 ENGINEER

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

App'l date November 30, 2021
Contract date:
Substantial completion date:
Invoice 11 21 530 18

CONTRACTOR

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

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM 45,600,000.00
 2. Net Change by Change Orders..... (73,288.00)
 3. CONTRACT SUM TO DATE (LINE I + 2)..... 45,526,712.00
 4. TOTAL COMPLETED AND STORED TO DATE..... 31,459,458.76
 (Column G on G702)
 5. RETAINAGE:
 a. 5 % of 100% of Contract..... (1,442,748.64)
 (Columns D + E on G703)
 b. 5 % of Stored Material..... (130,224.30)
 (Columns F on G703)
 Total Retainage (Line 5a + 5b or 0.00
 Total in Column I of G703) (1,572,972.94)
 6. TOTAL EARNED LESS RETAINAGE 29,886,485.82
 (Line 4 less Line 5 Total)
 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (28,995,340.32)
 (Line 6 from prior Certificate)
 8. CURRENT PAYMENT DUE 891,145.50
 9. BALANCE TO FINISH, INCLUDING RETAINAGE 15,640,226.18
 (Line 3 less Line 6)

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

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

CONTRACTOR: Williams Brothers Construction Inc.

By: Jacqueline Smith Date: November 30, 2021

Jacqueline Smith, Treasurer

State of: Illinois

County of: Peoria

Subscribed and sworn to before me this day of November 30, 2021

Notary Public :

My Commission expires:

ENGINEER'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED 891,145.50

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

Engineer: HR Green

By: Joseph Frankl Date: 12/13/2021

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

CONTINUATION SHEET										Application No.	18	PER TO:	November 30, 2021
										APPL. DATE:	November 30, 2021	ENGINEER'S PROJECT NO:	0 00
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE		
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	& STORED	Complete	TO FINISH			
7	Div.	#01	General Requirements										
8	01	0000	1	Mobilization	August Winter & Sons, Inc.	185,000.00	136,000.00	5,000.00	141,000.00	76%	44,000.00	7,050.00	
9	01	0000	1	Demobilization	August Winter & Sons, Inc.	5,000.00			0.00	0%	5,000.00	0.00	
10	01	0000	1	Div #1	Price Electric	177,000.00	148,680.00	10,620.00	159,300.00	90%	17,700.00	7,965.00	
11	01	0000	1	Demobilization	Williams Brothers Const. Inc.	101,250.00			0.00	0%	101,250.00	0.00	
12	01	0000	1	Submittal Exchange	Williams Brothers Const. Inc.	28,321.27	28,321.27		28,321.27	100%	0.00	1,416.06	
13	01	0000	1	Mobilization	Williams Brothers Const. Inc.	1,688,184.10	1,688,184.10		1,688,184.10	100%	0.00	84,409.21	
14	01	0000	1	Bond /Insurance	Williams Brothers Const. Inc.	1,147,500.00	1,147,500.00		1,147,500.00	100%	0.00	57,375.00	
15	Site Work												
16	03	0000	0	Site Structures									
17	03	0000	0	Rebar	M/L Harris Rebar (Ambassador Steel)	30,025.00	15,427.71	8,339.79	23,767.50	79%	6,257.50	1,188.38	
18	03	0000	0	Concrete	M Norwalk Ready Mix Concrete Inc.	27,279.62	5,000.00		5,000.00	18%	22,279.62	250.00	
19	03	0000	0	Form & place									
20	03	0000	0	Walls	L Williams Brothers Const. Inc.	208,278.78	41,655.76		41,655.76	20%	166,623.02	2,082.79	
21	03	0000	0	Base Slabs	L Williams Brothers Const. Inc.	19,164.60	3,832.92		3,832.92	20%	15,331.68	191.65	
22	03	0000	0	SOG	L Williams Brothers Const. Inc.	12,675.15	1,267.52		1,267.52	10%	11,407.64	63.38	
23	03	0000	0	Precast Hollowcore Slabs	L Williams Brothers Const. Inc.	3,473.55			0.00	0%	3,473.55	0.00	
24	03	0000	0	Suspended Slab	L Williams Brothers Const. Inc.	8,468.55			0.00	0%	8,468.55	0.00	
25	03	0000	0	Mechanical Curbs	L Williams Brothers Const. Inc.	1,999.35			0.00	0%	1,999.35	0.00	
26	03	0000	0	Concrete	M Norwalk Ready Mix Concrete Inc.	392,918.50			0.00	0%	392,918.50	0.00	
27	03	0000	0	Pavement	L Williams Brothers Const. Inc.	787,570.42			0.00	0%	787,570.42	0.00	
28	03	0000	0	Sidewalk	L Williams Brothers Const. Inc.	72,666.10			0.00	0%	72,666.10	0.00	
29	03	1000	0	Site Bridge	M Molin Concrete Products	7,782.00			0.00	0%	7,782.00	0.00	
30	03	1000	0	Site Bridge	L Williams Brothers Const. Inc.	10,504.00			0.00	0%	10,504.00	0.00	
31	08	3100	0	Access Doors and Panels	M Nystrom	425.00			0.00	0%	425.00	0.00	
32	08	3100	0	Access Doors and Panels	L Williams Brothers Const. Inc.	1,470.85			0.00	0%	1,470.85	0.00	
33	10	4400	0	Fire Protection Specialties	M Johnson Specialty Sales, Ltd.	1,525.00			0.00	0%	1,525.00	0.00	
34	10	4400	0	Fire Protection Specialties	L Williams Brothers Const. Inc.	889.20			0.00	0%	889.20	0.00	
35	22	0500	0	24" CMP Flared End Section	J and K Contracting	5,741.96	2,870.98	2,870.98	5,741.96	100%	0.00	287.10	
36	22	0500	0	12" PVC Storm Sewer	J and K Contracting	41,393.52	40,298.56	900.00	41,198.56	100%	194.96	2,059.93	
37	22	0500	0	SW-508 Modified Intake	J and K Contracting	12,088.35	9,066.26		9,066.26	75%	3,022.09	453.31	
38	22	0500	0	SW-508 Intake	J and K Contracting	36,265.05	27,198.79		27,198.79	75%	9,066.26	1,359.94	
39	22	0500	0	SW-512 Intake	J and K Contracting	6,392.82	4,261.88	711.13	4,973.01	78%	1,419.81	248.65	
40	22	0500	0	42" RCP Flared End Section	J and K Contracting	14,050.56	14,050.56		14,050.56	100%	0.00	702.53	
41	22	0500	0	SW-501 Intake	J and K Contracting	5,928.62			0.00	0%	5,928.62	0.00	
42	22	0500	0	6" PVC Site Sanitary Sewer	J and K Contracting	76,522.60	76,522.60		76,522.60	100%	0.00	3,826.13	
43	22	0500	0	60" SW-301 Manhole	J and K Contracting	256,987.28	256,987.28		256,987.28	100%	0.00	12,849.36	
44	22	0500	0	12" CMP Flared End Section	J and K Contracting	2,327.56	2,327.56		2,327.56	100%	0.00	116.38	
45	22	0500	0	4" PVC Site Sanitary Sewer	J and K Contracting	10,070.25	10,070.25		10,070.25	100%	0.00	503.51	
46	22	0500	0	12" PVC EQ Overflow	J and K Contracting	13,982.40	13,982.40		13,982.40	100%	0.00	699.12	
47	22	0500	0	8" PVC Site Sanitary Sewer	J and K Contracting	16,713.39	16,713.39		16,713.39	100%	0.00	835.67	
48	22	0500	0	6" PVC RDT Supernatant	J and K Contracting	50,333.86	50,333.86		50,333.86	100%	0.00	2,516.69	
49	22	0500	0	12" PVC Oxidation Ditch Drain	J and K Contracting	23,445.52	23,445.52		23,445.52	100%	0.00	1,172.28	
50	22	0500	0	6" PVC RDT Drain	J and K Contracting	6,304.07	6,304.07		6,304.07	100%	0.00	315.20	
51	22	0500	0	SW-403 Overflow Structure	J and K Contracting	14,606.14	14,606.14		14,606.14	100%	0.00	730.31	
52	22	0500	0	4" Roof Drain	J and K Contracting	5,949.64	3,335.00		3,335.00	56%	2,614.64	166.75	
53	22	0500	0	8" Roof Drain	J and K Contracting	7,413.93	4,576.50	2,837.43	7,413.93	100%	0.00	370.70	
54	22	0500	0	60" EQ Basin Manhole	J and K Contracting	14,937.54		14,937.54	14,937.54	100%	0.00	746.88	
55	22	0500	0	15" Sanitary Sewer Cleanout	J and K Contracting	4,602.30	4,602.30		4,602.30	100%	0.00	230.12	
56	22	0500	0	15" Solid Drain	J and K Contracting	41,087.14	41,087.14		41,087.14	100%	0.00	2,054.36	
57	22	0500	0	8" Solid Drain	J and K Contracting	55,959.82	55,959.82		55,959.82	100%	0.00	2,797.99	
58	22	0500	0	10" Solid Drain	J and K Contracting	32,848.20	32,848.20		32,848.20	100%	0.00	1,642.41	
59	22	0500	0	6" Footing Drain	J and K Contracting	120,618.96	120,618.96		120,618.96	100%	(1.00)	6,031.00	

CONTINUATION SHEET											
Application No. 18						PER. TO: November 30, 2021					
APPL. DATE: November 30, 2021						ENGINEER'S PROJECT NO.: 0.00					
1	2	3	4	5	6	7	8	9	10	11	12
Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	& STORED	Complete	TO FINISH		
60	22	0500	0	24" PVC Storm Sewer	J and K Contracting	3,612.42	3,612.42	100%	0.00	180.62	
61	22	0500	0	30" RCP Storm Sewer	J and K Contracting	32,716.47	32,716.47	100%	0.00	1,635.82	
62	22	0500	0	24" PVC Oxidation Ditch Influent	J and K Contracting	79,907.16	79,907.16	100%	0.00	3,995.36	
63	22	0500	0	84" Aerobic Digester Flow Combiner	J and K Contracting	24,754.39	24,754.39	100%	0.00	1,237.72	
64	22	0500	0	10" PVC Clarifier Drain	J and K Contracting	43,542.36	10,479.10	24%	33,063.26	523.96	
65	22	0500	0	72" Oxidation Ditch Manhole	J and K Contracting	29,292.51	0.00	0%	29,292.51	0.00	
66	22	0500	0	6" Perimeter Subdrain	J and K Contracting	32,357.00	32,357.00	100%	0.00	1,617.85	
67	22	0500	0	42" RCP Storm Sewer	J and K Contracting	20,027.29	20,027.29	100%	0.00	1,001.36	
68	22	0500	0	60" SW-401 Manhole	J and K Contracting	6,889.80	6,889.80	100%	0.00	344.49	
69	22	0500	0	48" SW-401 Manhole	J and K Contracting	11,565.90	7,710.60	95%	582.89	549.15	
70	22	0500	0	6" Roof Drain	J and K Contracting	6,632.64	6,632.64	100%	0.00	331.63	
71	22	0500	0	SW-562 Intake	J and K Contracting	4,296.70	0.00	0%	4,296.70	0.00	
72	22	0500	0	12" PVC Aerobic Digester Drain	J and K Contracting	22,949.64	22,949.64	100%	0.00	1,147.48	
73	22	0500	0	48" SW-301 Manhole w/ Drop Connection	J and K Contracting	22,052.35	22,052.35	100%	0.00	1,102.62	
74	22	0500	0	48" SW-301 Manhole	J and K Contracting	85,972.64	85,972.64	100%	0.00	4,298.63	
75	22	0500	0	12" PVC PFT Drain	J and K Contracting	13,356.04	13,356.04	100%	0.00	667.80	
76	22	0500	0	24" PVC PFT Influent	J and K Contracting	103,978.00	103,978.00	100%	0.00	5,198.90	
77	22	0500	0	14" PVC Grit Influent	J and K Contracting	73,300.40	73,300.40	100%	0.00	3,665.02	
78	22	0500	0	96" SW-301 Overflow Drain Manhole	J and K Contracting	21,326.79	21,326.79	100%	0.00	1,066.34	
79	22	0500	0	72" SW-301 Manhole	J and K Contracting	67,779.20	67,779.20	100%	0.00	3,388.96	
80	22	0500	0	24" PVC Grit Influent	J and K Contracting	168,639.48	168,639.48	100%	0.00	8,431.97	
81	22	0500	0	18" DIP Secondary Clarifier Effluent	J and K Contracting	86,606.08	27,207.32	31%	59,398.76	1,360.37	
82	22	0500	0	30" DIP Oxidation Ditch Effluent Concrete Encased	J and K Contracting	10,334.70	10,334.70	100%	0.00	516.74	
83	22	0500	0	10" DIP Clarifier Sludge Return	J and K Contracting	35,077.18	26,177.00	81%	6,762.31	1,415.74	
84	22	0500	0	6" PVC Clarifier Scum	J and K Contracting	29,894.94	2,137.87	0%	29,894.94	0.00	
85	22	0500	0	4" PVC WAS	J and K Contracting	12,251.52	2,932.30	24%	9,319.22	146.62	
86	22	0500	0	24" DIP PFT Effluent Concrete Encased	J and K Contracting	4,554.48	4,554.48	100%	0.00	227.72	
87	22	0500	0	12" DIP PFT Drain Concrete Encased	J and K Contracting	4,019.94	4,019.94	100%	0.00	201.00	
88	22	0500	0	18" DIP PFT Effluent Concrete Encased	J and K Contracting	56,804.91	56,804.91	100%	0.00	2,840.25	
89	22	0500	0	24" PVC Secondary Clarifier Effluent	J and K Contracting	82,568.28	50,000.00	61%	32,568.28	2,500.00	
90	22	0500	0	12" DIP Secondary Clarifier Effluent	J and K Contracting	47,511.36	0.00	0%	47,511.36	0.00	
91	22	0500	0	16" DIP Secondary Clarifier Effluent	J and K Contracting	35,965.95	11,926.40	33%	24,039.55	596.32	
92	22	0500	0	20" PVC Oxidation Ditch Influent	J and K Contracting	41,235.70	41,235.70	100%	0.00	2,061.79	
93	22	0500	0	24" PVC PFT Effluent	J and K Contracting	43,732.08	43,732.08	100%	0.00	2,186.60	
94	22	0500	0	6" PVC Equalization Pump Station Return	J and K Contracting	20,510.05	20,510.05	100%	0.00	1,025.50	
95	22	0500	0	30" DIP Oxidation Ditch Effluent	J and K Contracting	138,246.57	138,246.57	100%	0.00	6,912.33	
96	22	0500	0	16" PVC Return Activated Sludge	J and K Contracting	78,619.34	5,023.60	56%	34,845.74	2,188.68	
97	22	0500	0	12" PVC Site Sanitary Sewer	J and K Contracting	96,409.45	96,409.45	100%	0.00	4,820.47	
98	22	0500	0	42" PVC Influent Trunk Sewer	J and K Contracting	230,353.20	230,353.20	100%	0.00	11,517.66	
99	22	0500	0	8" Fire	J and K Contracting	52,634.80	658.18	100%	0.00	2,631.74	
100	22	0500	0	6" Fire	J and K Contracting	166,088.98	151,971.42	92%	14,117.56	7,598.57	
101	22	0500	0	6" Potable Water	J and K Contracting	32,732.42	32,732.42	100%	0.00	1,636.62	
102	22	0500	0	30" PVC Effluent Outfall Sewer	J and K Contracting	34,783.23	34,783.23	100%	0.00	1,739.16	
103	22	0500	0	4" Water	J and K Contracting	200,185.59	190,347.80	97%	5,587.79	9,729.89	
104	22	0500	0	6" Irrigation	J and K Contracting	89,328.96	89,328.96	100%	0.00	4,466.45	
105	22	0500	0	2" Water	J and K Contracting	37,158.03	5,653.80	15%	31,504.23	282.69	
106	22	0500	0	Fire Hydrant	J and K Contracting	59,582.43	14,025.02	81%	11,595.42	2,399.35	
107	22	0500	0	24" DIP PFT Influent Concrete Encased	J and K Contracting	5,012.63	5,012.63	100%	0.00	250.63	
108	22	0500	0	6" DIP RDT Supernatant Concrete Encased	J and K Contracting	6,205.68	6,205.68	100%	0.00	310.28	
109	22	0500	0	4" PVC Biosolids	J and K Contracting	11,402.00	11,402.00	100%	0.00	570.10	
110	22	0500	0	4" PVC Scum	J and K Contracting	11,957.36	4,364.00	36%	7,593.36	218.20	
111	22	0500	0	3" Water	J and K Contracting	7,938.06	7,938.06	100%	0.00	396.90	
112	22	0500	0	Yard Hydrant	J and K Contracting	20,347.44	0.00	0%	20,347.44	0.00	

1	2	CONTINUATION SHEET										Application No. 18	PER. TO: November 30, 2021
3	Spec		Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
113	23	0500	0	24" PVC Storm Sewer Supplied by Others	J and K Contracting	34,116.00		34,116.00		34,116.00	100%	0.00	1,705.80
114	25	1300	0	Controls-Jetco-System Programming	M Price Electric	39,500.00				0.00	0%	39,500.00	0.00
115	25	1300	0	Controls-Jetco-Design	M Price Electric	28,800.00		18,000.00		18,000.00	63%	10,800.00	900.00
116	25	1300	0	Control-Jetco SCDA Hardware/Software	M Price Electric	100,000.00		5,000.00		5,000.00	5%	95,000.00	250.00
117	25	1300	0	Controls-Jetco/Price Electrical Gear	M Price Electric	669,000.00		490,285.00	178,715.00	669,000.00	100%	0.00	33,450.00
118	25	1300	0	Controls-Jetco-Instrumentation	L Price Electric	128,500.00		41,125.00	41,125.00	82,250.00	64%	46,250.00	4,112.50
119	25	1300	0	Controls-Jetco-Control Panels	L Price Electric	310,790.00		22,150.00		22,150.00	7%	288,640.00	1,107.50
120	25	1300	0	Controls-Jetco-Onsite Startup-Training	L Price Electric	20,440.00				0.00	0%	20,440.00	0.00
121	25	1300	0	SCDA Supplemental Hour	L Price Electric	11,040.00				0.00	0%	11,040.00	0.00
122	26	0000	0	Site/Feeder Wire	L Price Electric	1,350,760.00	1,148,146.00	67,538.00		1,215,684.00	90%	135,076.00	60,784.20
123	26	4113	0	Lightning Protection	M Price Electric	18,940.00			18,940.00	18,940.00	100%	0.00	947.00
124	28	1000	0	Access Control	M Price Electric	35,246.44				0.00	0%	35,246.44	0.00
125	31		0	Parking Lot Striping	M/L Parking Lot Specialties LLC	1,185.00				0.00	0%	1,185.00	0.00
126	31		0	Landscaping	M/L Soil-Tek	177,650.00		23,400.00		23,400.00	13%	154,250.00	1,170.00
127	31		0	Erosion Control/SWPPP	M/L Soil-Tek	42,350.00		27,794.00	300.00	28,094.00	66%	14,256.00	1,404.70
128	31	2319	0	Dewatering	M/L Williams Brothers Const. Inc.	26,000.00		23,400.00		23,400.00	90%	2,600.00	1,170.00
129	31	5000	0	Pavement Prep	M/L Iowa Earth Works	61,477.50		45,000.00		45,000.00	73%	16,477.50	2,250.00
130	31	5000	0	Sidewalk Prep	M/L Iowa Earth Works	3,676.00				0.00	0%	3,676.00	0.00
131	31	5000	0	Mass Grading and respread	M/L Iowa Earth Works	566,983.00		520,000.00		520,000.00	92%	46,983.00	26,000.00
132	31	5000	0	Trees Removal	M/L Iowa Earth Works	10,000.00		10,000.00		10,000.00	100%	0.00	500.00
133	31	5000	0	Placement of Temp drive	M/L Iowa Earth Works	86,167.50		86,167.50		86,167.50	100%	0.00	4,308.38
134	31	5000	0	Removal of Temp Drive	M/L Iowa Earth Works	86,167.50				0.00	0%	86,167.50	0.00
135	31	5000	0	6" Modified for Roadway	M/L Iowa Earth Works	146,350.00		88,175.00		88,175.00	60%	58,175.00	4,408.75
136	31	5000	0	Gravel	M/L Williams Brothers Const. Inc.	300,000.00		285,000.00		285,000.00	95%	15,000.00	14,250.00
137	33	3211	0	Gate Operators	M Des Moines Steel Fence Co., Inc.	75,420.00				0.00	0%	75,420.00	0.00
138	33	3211	0	Gate Operators	L Des Moines Steel Fence Co., Inc.								
139	33	3212	0	Chain Link Gates	M Des Moines Steel Fence Co., Inc.								
140	33	3212	0	Chain Link Gates	L Des Moines Steel Fence Co., Inc.								
141	100			Electrical Service Building									
142	03	0000	100	100 Electrical Service Bldg									
143	03	0000	100	Rebar	M/L Harris Rebar (Ambassador Steel)	8,400.00		5,160.00		5,160.00	61%	3,240.00	258.00
144	03	0000	100	Concrete	M Norwalk Ready Mix Concrete Inc.	4,562.96		4,562.96		4,562.96	100%	0.00	228.15
145	03	0000	100	Form & place									
146	03	0000	100	Grade Beams	L Williams Brothers Const. Inc.	20,920.95		20,920.95		20,920.95	100%	0.00	1,046.05
147	03	0000	100	SOG	L Williams Brothers Const. Inc.	11,387.25		11,387.25		11,387.25	100%	0.00	569.36
148	05	1200	100	100 Vactor Receiving	M HME, Inc.	6,918.48			6,572.56	6,572.56	95%	345.92	328.63
149	05	1200	100	100 Vactor Receiving	L Williams Brothers Const. Inc.	3,900.00				0.00	0%	3,900.00	0.00
150	08	1116	100	Aluminum Doors and Frames	M Commercial Construction Products	14,400.00			4,320.00	4,320.00	30%	10,080.00	216.00
151	08	1116	100	Aluminum Doors and Frames	L Commercial Construction Products	1,500.00				0.00	0%	1,500.00	0.00
152	08	4313	100	Aluminum Framed Storefronts	M Commercial Construction Products	Includ above				0.00		0.00	0.00
153	08	4313	100	Aluminum Framed Storefronts	M Commercial Construction Products	Includ above				0.00		0.00	0.00
154	08	4313	100	Aluminum Framed Storefronts	L Commercial Construction Products	Includ above				0.00		0.00	0.00
155	08	4313	100	Aluminum Framed Storefronts	L Commercial Construction Products	Includ above				0.00		0.00	0.00
156	09	9000	100	Paints and Coatings 100 Electrical Bldg	M RP Coatings	400.00		400.00		400.00	100%	0.00	20.00
157	09	9000	100	Paints and Coatings	L RP Coatings	1,700.00		1,700.00		1,700.00	100%	0.00	85.00
158	13	3419	100	Metal Buildings System	M Riverview Construction Company	18,756.00		18,756.00		18,756.00	100%	0.00	937.80
159	13	3419	100	Metal Buildings System	L Riverview Construction Company	21,274.00		21,274.00		21,274.00	100%	0.00	1,063.70
160	23	0593	100	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	252.00				0.00	0%	252.00	0.00
161	23	0719	100	HVAC Piping Insulation	M Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00
162	23	0719	100	HVAC Piping Insulation	L Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
163	23	1123	100	HVAC Sequence of Operation	M Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00
164	23	1123	100	HVAC Sequence of Operation	L Corn States Metal Fabricators	12,000.00				0.00	0%	12,000.00	0.00
165	23	2300	100	Refrigerant Piping	M Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00

1		CONTINUATION SHEET										
2		Application No. 18					PER. TO: November 30, 2021					
3		APPL. DATE: November 30, 2021					ENGINEER'S PROJECT NO.: 0.00					
4	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
166	23	2300	100	Refrigerant Piping	L	Corn States Metal Fabricators	3,100.00		0.00	0%	3,100.00	0.00
167	23	3100	100	HVAC Ducts and Casings	M	Corn States Metal Fabricators	8,620.00	8,620.00	8,620.00	100%	0.00	431.00
168	23	3100	100	HVAC Ducts and Casings	L	Corn States Metal Fabricators	9,790.00	9,790.00	9,790.00	100%	0.00	489.50
169	23	3300	100	Air Duct Accessories	M	Corn States Metal Fabricators	150.00	150.00	150.00	100%	0.00	7.50
170	23	3300	100	Air Duct Accessories	L	Corn States Metal Fabricators	100.00	100.00	100.00	100%	0.00	5.00
171	23	3439	100	Propeller Fans	M	Corn States Metal Fabricators	7,610.00		7,487.00	98%	123.00	374.35
172	23	3439	100	Propeller Fans	L	Corn States Metal Fabricators	2,500.00		0.00	0%	2,500.00	0.00
173	23	3700	100	Grilles, Registers, Diffusers	M	Corn States Metal Fabricators	350.00		0.00	0%	350.00	0.00
174	23	3700	100	Grilles, Registers, Diffusers	L	Corn States Metal Fabricators	590.00		0.00	0%	590.00	0.00
175	23	8127	100	Libert AC Units	M	Corn States Metal Fabricators	22,400.00	22,400.00	22,400.00	100%	0.00	1,120.00
176	23	8127	100	Libert AC Units	L	Corn States Metal Fabricators	2,800.00		0.00	0%	2,800.00	0.00
177	26	0000	100	Electrical Building	M	Price Electric	47,697.00	45,789.12	45,789.12	96%	1,907.88	2,289.46
178	26	3213	100	Generator	M	Price Electric	484,533.00	463,336.34	473,336.34	98%	11,196.66	23,666.82
179	31	5000	100	Building excavation/backfill	M/L	Iowa Earth Works	11,300.00	5,650.00	11,300.00	100%	0.00	565.00
180	120	Admin	Vehicle Storage						0.00		0.00	0.00
181	03	0000	120	120 Admin Vehicle Storage					0.00		0.00	0.00
182	03	0000	120	Rebar	M/L	Harris Rebar (Ambassador Steel)	34,855.00	34,855.00	34,855.00	100%	0.00	1,742.75
183	03	0000	120	Concrete	M	Norwalk Ready Mix Concrete Inc.	48,461.80	46,930.87	46,930.87	97%	1,530.94	2,346.54
184	03	0000	120	Form & place					0.00		0.00	0.00
185	03	0000	120	Grade Beams	L	Williams Brothers Const. Inc.	122,889.83	122,889.83	122,889.83	100%	(0.00)	6,144.49
186	03	0000	120	SOG	L	Williams Brothers Const. Inc.	137,366.55	137,366.55	137,366.55	100%	0.00	6,868.33
187	03	0000	120	Precast Hollowcore Slabs	L	Williams Brothers Const. Inc.	9,892.13	9,892.13	9,892.13	100%	(0.00)	494.61
188	03	1000	120	120 Admin Vehicle Storage	M	Mohr Concrete Products	19,870.00	19,870.00	19,870.00	100%	0.00	993.50
189	03	1000	120	120 Admin Vehicle Storage	L	Williams Brothers Const. Inc.	10,504.00	10,504.00	10,504.00	100%	0.00	525.20
190	04	2000	120	120 Admin Brick	M	Seedorff Masonry, Inc.	18,539.00	18,539.00	18,539.00	100%	0.00	926.95
191	04	2000	120	120 Admin Insulation	M	Seedorff Masonry, Inc.	3,914.00	3,914.00	3,914.00	100%	0.00	195.70
192	04	2000	120	120 Admin CMU	M	Seedorff Masonry, Inc.	26,144.00	26,144.00	26,144.00	100%	0.00	1,307.20
193	04	2000	120	120 Admin CMU	L	Seedorff Masonry, Inc.	90,081.00	90,081.00	90,081.00	100%	0.00	4,504.05
194	04	2000	120	120 Admin Insulation	L	Seedorff Masonry, Inc.	1,910.00	1,910.00	1,910.00	100%	0.00	95.50
195	04	2000	120	120 Admin Brick	L	Seedorff Masonry, Inc.	37,755.00	37,755.00	37,755.00	100%	0.00	1,887.75
196	05	1200	120	120 Admin Vehicle Storage	M	HME, Inc.	24,119.82	22,913.83	22,913.83	95%	1,205.99	1,145.69
197	05	1200	120	120 Admin Vehicle Storage	L	Williams Brothers Const. Inc.	16,900.00	15,210.00	15,210.00	90%	1,690.00	760.50
198	08	1113	120	Hollow Metal Doors and Frames	M	Commercial Construction Products Co	32,863.00		14,558.98	44%	18,304.02	727.95
199	08	1113	120	Hollow Metal Doors and Frames	L	Commercial Construction Products Co	4,200.00		0.00	0%	4,200.00	0.00
200	08	1116	120	Aluminum Doors and Frames	M	Commercial Construction Products Co	Includ above		0.00		0.00	0.00
201	08	1116	120	Aluminum Doors and Frames	L	Commercial Construction Products Co	Includ above		0.00		0.00	0.00
202	08	3613	120	Sectional Doors	M	WD Door	28,655.00		0.00	0%	28,655.00	0.00
203	08	3613	120	Sectional Doors	L	WD Door	6,290.00		0.00	0%	6,290.00	0.00
204	08	4313	120	Aluminum Framed Storefronts	M	Commercial Construction Products Co			0.00		0.00	0.00
205	08	4313	120	Aluminum Framed Storefronts	L	Commercial Construction Products Co			0.00		0.00	0.00
206	08	7100	120	Door Hardware	M	Commercial Construction Products Co			0.00		0.00	0.00
207	08	7100	120	Door Hardware	L	Commercial Construction Products Co			0.00		0.00	0.00
208	09	3000	120	Tiling	M	Jim's Carpet Once	4,450.00		0.00	0%	4,450.00	0.00
209	09	3000	120	Tiling	L	Jim's Carpet Once	6,150.00		0.00	0%	6,150.00	0.00
210	09	5100	120	Acoustical Ceilings	M/L	Heartland Finishes, Inc.	4,675.00		0.00	0%	4,675.00	0.00
211	09	6500	120	Resilient Flooring	M	Jim's Carpet Once	750.00		0.00	0%	750.00	0.00
212	09	6500	120	Resilient Flooring	L	Jim's Carpet Once	650.00		0.00	0%	650.00	0.00
213	09	7200	120	Wall Covering	M	RP Coatings	1,500.00		0.00	0%	1,500.00	0.00
214	09	7200	120	Wall Covering	L	RP Coatings	3,500.00		0.00	0%	3,500.00	0.00
215	09	9000	120	Paints and Coatings 120 Admin/Veh Storage	M	RP Coatings	8,000.00		0.00	0%	8,000.00	0.00
216	09	9000	120	Paints and Coatings	L	RP Coatings	40,000.00		0.00	0%	40,000.00	0.00
217	09	9500	120	Broadcast System Flooring	M	RP Coatings	6,000.00		0.00	0%	6,000.00	0.00
218	09	9500	120	Broadcast System Flooring	L	RP Coatings	13,000.00		0.00	0%	13,000.00	0.00

CONTINUATION SHEET													Application No. 18	PER TO: November 30, 2021
													APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO: 0.00
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE		
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH			
219	10	2113	120	Plastic Toilet Compartments	M EPCO Ltd, Inc	1,367.00			0.00	0%	1,367.00	0.00		
220	10	2113	120	Plastic Toilet Compartments	L Williams Brothers Const. Inc.	1,170.00			0.00	0%	1,170.00	0.00		
221	10	2800	120	Toilet, Bath and Laundry Accessories	M EPCO Ltd, Inc	1,413.00			0.00	0%	1,413.00	0.00		
222	10	2800	120	Toilet, Bath and Laundry Accessories	L Williams Brothers Const. Inc.	3,120.00			0.00	0%	3,120.00	0.00		
223	10	5113	120	Metal Lockers	M/L OSDI	4,707.00			0.00	0%	4,707.00	0.00		
224	12	2400	120	Window Shades	M/L Premier Edge, LLC	1,788.00			0.00	0%	1,788.00	0.00		
225	12	3600	120	PLAM Casework, Tops & Sills	M Innovative Laboratory Systems	11,150.00			0.00	0%	11,150.00	0.00		
226	12	3600	120	PLAM Casework, Tops & Sills	L Innovative Laboratory Systems	1,200.00			0.00	0%	1,200.00	0.00		
227	13	3419	120	Metal Buildings System	M Riverview Construction Compa	100,091.00	35,032.00	65,059.00	100,091.00	100%	0.00	5,004.55		
228	13	3419	120	Metal Buildings System	L Riverview Construction Compa	104,836.00	68,143.40	36,692.60	104,836.00	100%	0.00	5,241.80		
229	21	0500	120	Fire Suppression	M Midwest Automatic Fire Sprink	16,857.00			0.00	0%	16,857.00	0.00		
230	21	0500	120	Fire Suppression	L Midwest Automatic Fire Sprink	23,943.00			0.00	0%	23,943.00	0.00		
231	22	0500	120	120 Admin Bldg	M August Winter & Sons, Inc.	119,743.00	74,488.00	12,000.00	86,488.00	72%	33,255.00	4,324.40		
232	22	0500	120	120 Admin Bldg	L August Winter & Sons, Inc.	75,230.00	55,392.00	5,000.00	60,392.00	80%	14,838.00	3,019.60		
233	23	0593	120	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	504.00			0.00	0%	504.00	0.00		
234	23	0713	120	Duct Insulation	M Corn States Metal Fabricators	590.00			0.00	0%	590.00	0.00		
235	23	0713	120	Duct Insulation	L Corn States Metal Fabricators	1,110.00			0.00	0%	1,110.00	0.00		
236	23	0719	120	HVAC Piping Insulation	M Corn States Metal Fabricators	340.00			0.00	0%	340.00	0.00		
237	23	0719	120	HVAC Piping Insulation	L Corn States Metal Fabricators	380.00			0.00	0%	380.00	0.00		
238	23	1123	120	Facility Natural-Gas Piping	M Corn States Metal Fabricators	1,500.00			0.00	0%	1,500.00	0.00		
239	23	1123	120	HVAC Sequence of Operation	M Corn States Metal Fabricators	10,000.00			0.00	0%	10,000.00	0.00		
240	23	1123	120	HVAC Sequence of Operation	L Corn States Metal Fabricators	27,000.00			0.00	0%	27,000.00	0.00		
241	23	1123	120	Facility Natural-Gas Piping	L Corn States Metal Fabricators	6,200.00			0.00	0%	6,200.00	0.00		
242	23	2300	120	Refrigerant Piping	M Corn States Metal Fabricators	1,000.00			0.00	0%	1,000.00	0.00		
243	23	2300	120	Refrigerant Piping	L Corn States Metal Fabricators	5,200.00			0.00	0%	5,200.00	0.00		
244	23	3100	120	HVAC Ducts and Casings	M Corn States Metal Fabricators	30,160.00	0.00		27,134.89	90%	3,025.11	1,356.74		
245	23	3100	120	HVAC Ducts and Casings	L Corn States Metal Fabricators	34,280.00		17,140.00	17,140.00	50%	17,140.00	857.00		
246	23	3300	120	Air Duct Accessories	M Corn States Metal Fabricators	520.00		460.00	460.00	88%	60.00	23.00		
247	23	3300	120	Air Duct Accessories	L Corn States Metal Fabricators	350.00		170.00	170.00	49%	180.00	8.50		
248	23	3423	120	HVAC Power Ventilators	M Corn States Metal Fabricators	7,040.00			0.00	0%	7,040.00	0.00		
249	23	3423	120	HVAC Power Ventilators	L Corn States Metal Fabricators	2,250.00			0.00	0%	2,250.00	0.00		
250	23	3439	120	Propeller Fans	M Corn States Metal Fabricators	7,610.00		7,488.00	7,488.00	98%	122.00	374.40		
251	23	3439	120	Propeller Fans	L Corn States Metal Fabricators	2,600.00			0.00	0%	2,600.00	0.00		
252	23	3700	120	Grilles, Registers, Diffusers	M Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00		
253	23	3700	120	Grilles, Registers, Diffusers	L Corn States Metal Fabricators	590.00			0.00	0%	590.00	0.00		
254	23	5400	120	Furnaces	M Corn States Metal Fabricators	23,250.00		22,425.00	22,425.00	96%	825.00	1,121.25		
255	23	5400	120	Furnaces	L Corn States Metal Fabricators	2,990.00			0.00	0%	2,990.00	0.00		
256	23	5533	120	Fuel-Fired Unit Heaters	M Corn States Metal Fabricators	25,940.00		9,670.00	9,670.00	37%	16,270.00	483.50		
257	23	5533	120	Fuel-Fired Unit Heaters	L Corn States Metal Fabricators	7,010.00			0.00	0%	7,010.00	0.00		
258	23	8127	120	Libert AC Units	M Corn States Metal Fabricators	22,400.00	0.00	22,400.00	22,400.00	100%	0.00	1,120.00		
259	23	8127	120	Libert AC Units	L Corn States Metal Fabricators	2,800.00			0.00	0%	2,800.00	0.00		
260	26	0000	120	Admin Building	M Price Electric	300,000.00	165,000.00	51,000.00	216,000.00	72%	84,000.00	10,800.00		
261	31	5000	120	Building excavation/backfill	M/L Iowa Earth Works	45,200.00	45,200.00		45,200.00	100%	0.00	2,260.00		
262	210	Headworks							0.00		0.00	0.00		
263	03	0000	210	210 Headworks					0.00		0.00	0.00		
264	03	0000	210	Rebar	M/L Harris Rebar (Ambassador Steel)	119,015.00	102,831.23	10,000.00	112,831.23	95%	6,183.77	5,641.56		
265	03	0000	210	Concrete	M Norwalk Ready Mix Concrete II	129,518.27	106,137.91		106,137.91	82%	23,380.36	5,306.90		
266	03	0000	210	Form & place					0.00		0.00	0.00		
267	03	0000	210	Footings/pads	L Williams Brothers Const. Inc.	9,846.23	9,846.23		9,846.23	100%	0.00	492.31		
268	03	0000	210	Walls	L Williams Brothers Const. Inc.	514,237.25	514,237.26		514,237.26	100%	(0.00)	25,711.86		
269	03	0000	210	Base Slab	L Williams Brothers Const. Inc.	79,211.93	79,211.93		79,211.93	100%	(0.00)	3,960.60		
270	03	0000	210	SOG	L Williams Brothers Const. Inc.	84,898.13	25,469.44	8,489.81	33,959.25	40%	50,938.88	1,697.96		
271	03	0000	210	Suspended Slab	L Williams Brothers Const. Inc.	126,427.65	37,928.30	12,642.77	50,571.06	40%	75,856.59	2,528.55		

1	2	CONTINUATION SHEET										Application No. 18	PER TO: November 30, 2021
3	4	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
		Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
										0.00	0%	4,029.75	0.00
272	03	0000	210	Housekeeping pads	L Williams Brothers Const. Inc.	4,029.75				0.00	0%	4,257.36	0.00
273	03	0000	210	Grouting	L Williams Brothers Const. Inc.	4,257.36				0.00	0%	35,127.00	0.00
274	03	1000	210	210 Headworks	M Molin Concrete Products	35,127.00				0.00	0%	10,504.00	0.00
275	03	1000	210	210 Headworks	L Williams Brothers Const. Inc.	10,504.00				0.00	0%	0.00	727.25
276	04	2000	210	210 Headworks Insulation	M Seedorff Masonry, Inc.	14,545.00			14,545.00	14,545.00	100%	0.00	176.85
277	04	2000	210	210 Headworks CMU	M Seedorff Masonry, Inc.	27,209.00			3,537.00	3,537.00	13%	23,672.00	
278	04	2000	210	210 Headworks Brick	M Seedorff Masonry, Inc.	42,280.00				0.00	0%	42,280.00	0.00
279	04	2000	210	210 Headworks Brick	L Seedorff Masonry, Inc.	88,230.00				0.00	0%	88,230.00	0.00
280	04	2000	210	210 Headworks CMU	L Seedorff Masonry, Inc.	85,745.00				0.00	0%	85,745.00	0.00
281	04	2000	210	210 Headworks Insulation	L Seedorff Masonry, Inc.	6,440.00				0.00	0%	6,440.00	0.00
282	05	1200	210	210 Headworks	M HME, Inc	49,325.56	0.00	24,662.78		24,662.78	50%	24,662.78	1,233.14
283	05	1200	210	210 Headworks	L Williams Brothers Const. Inc.	33,800.00		16,900.00		16,900.00	50%	16,900.00	845.00
284	06	1000	210	Bolted Plates & Blocking	M/L Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
285	07	5400	210	Thermoplastic Membrane Roofing	M For Sure Roofing and Sheetmet	25,561.54			25,561.51	25,561.51	100%	0.03	1,278.08
286	07	5400	210	Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmet	22,914.98				0.00	0%	22,914.98	0.00
287	07	6200	210	Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmet	819.74				0.00	0%	819.74	0.00
288	07	6200	210	Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmet	4,709.68				0.00	0%	4,709.68	0.00
289	08	1116	210	Aluminum Doors and Frames	M Commercial Construction Prodi	28,900.00			8,670.00	8,670.00	30%	20,230.00	433.50
290	08	1116	210	Aluminum Doors and Frames	L Commercial Construction Prodi	4,100.00				0.00	0%	4,100.00	0.00
291	08	3323	210	Overhead Coilings Doors	M WD Door	18,275.00				0.00	0%	18,275.00	0.00
292	08	3323	210	Overhead Coilings Doors	L WD Door	1,856.38				0.00	0%	1,856.38	0.00
293	08	4313	210	Aluminum Framed Storefronts	M Commercial Construction Products Co					0.00		0.00	0.00
294	08	4313	210	Aluminum Framed Storefronts	L Commercial Construction Products Co					0.00		0.00	0.00
295	08	7100	210	Door Hardware	M Commercial Construction Products Co					0.00		0.00	0.00
296	08	7100	210	Door Hardware	L Commercial Construction Products Co					0.00		0.00	0.00
297	09	9000	210	Paints and Coatings 210 Headworks	M RP Coatings	18,000.00				0.00	0%	18,000.00	0.00
298	09	9000	210	Paints and Coatings	L RP Coatings	90,000.00				0.00	0%	90,000.00	0.00
299	22	0500	210	210 Headworks	M August Winter & Sons, Inc.	19,000.00				0.00	0%	19,000.00	0.00
300	22	0500	210	210 Headworks	L August Winter & Sons, Inc.	24,000.00				0.00	0%	24,000.00	0.00
301	23	0593	210	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
302	23	0713	210	Duct Insulation	M Corn States Metal Fabricators	1,510.00				0.00	0%	1,510.00	0.00
303	23	0713	210	Duct Insulation	L Corn States Metal Fabricators	2,790.00				0.00	0%	2,790.00	0.00
304	23	0719	210	HVAC Piping Insulation	M Corn States Metal Fabricators	210.00				0.00	0%	210.00	0.00
305	23	0719	210	HVAC Piping Insulation	L Corn States Metal Fabricators	450.00				0.00	0%	450.00	0.00
306	23	1123	210	Facility Natural-Gas Piping	M Corn States Metal Fabricators	1,400.00				0.00	0%	1,400.00	0.00
307	23	1123	210	HVAC Sequence of Operation	M Corn States Metal Fabricators	10,000.00				0.00	0%	10,000.00	0.00
308	23	1123	210	HVAC Sequence of Operation	L Corn States Metal Fabricators	23,000.00				0.00	0%	23,000.00	0.00
309	23	1123	210	Facility Natural-Gas Piping	L Corn States Metal Fabricators	8,000.00				0.00	0%	8,000.00	0.00
310	23	2300	210	Refrigerant Piping	M Corn States Metal Fabricators	500.00				0.00	0%	500.00	0.00
311	23	2300	210	Refrigerant Piping	L Corn States Metal Fabricators	3,100.00				0.00	0%	3,100.00	0.00
312	23	3100	210	HVAC Ducts and Casings	M Corn States Metal Fabricators	30,160.00			8,779.00	8,779.00	29%	21,381.00	438.95
313	23	3100	210	HVAC Ducts and Casings	L Corn States Metal Fabricators	34,280.00	5,759.00			5,759.00	17%	28,521.00	287.95
314	23	3300	210	Air Duct Accessories	M Corn States Metal Fabricators	520.00				0.00	0%	520.00	0.00
315	23	3300	210	Air Duct Accessories	L Corn States Metal Fabricators	250.00				0.00	0%	250.00	0.00
316	23	3423	210	HVAC Power Ventilators	M Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00	0.00
317	23	3423	210	HVAC Power Ventilators	L Corn States Metal Fabricators	2,450.00				0.00	0%	2,450.00	0.00
318	23	3700	210	Grilles, Registers, Diffusers	M Corn States Metal Fabricators	350.00				0.00	0%	350.00	0.00
319	23	3700	210	Grilles, Registers, Diffusers	L Corn States Metal Fabricators	590.00				0.00	0%	590.00	0.00
320	23	7433	210	Packaged MAU	M Corn States Metal Fabricators	25,600.00				0.00	0%	25,600.00	0.00
321	23	7433	210	Packaged MAU	L Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
322	23	8101	210	Terminal Heat Transfer Units	M Corn States Metal Fabricators	15,480.00	0.00		15,480.00	15,480.00	100%	0.00	774.00
323	23	8101	210	Terminal Heat Transfer Units	L Corn States Metal Fabricators	1,060.00				0.00	0%	1,060.00	0.00
324	23	8127	210	Libert AC Units	M Corn States Metal Fabricators	22,400.00	0.00		21,800.00	21,800.00	97%	600.00	1,090.00

1	2	CONTINUATION SHEET							Application No. 18	PER TO: November 30, 2021		
3	Spec								APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00		
4	Sec.	Build. NO.	City of Indianola Water Resource Recovery Facility	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	WORK COMPLETED		MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
						PREV APPL.	THIS PERIOD					
325	23	8127	210	Libert AC Units	L Corn States Metal Fabricators	2,800.00			0.00	0%	2,800.00	0.00
326	23	8417	210	Dehumidifiers	M Corn States Metal Fabricators	4,000.00	0.00	2,999.00	2,999.00	75%	1,001.00	149.95
327	23	8417	210	Dehumidifiers	L Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00
328	26	0000	210	Headworks Building	L Price Electric	225,000.00	33,750.00	13,500.00	47,250.00	21%	177,750.00	2,362.50
329	31	5000	210	Building excavation/backfill	M/L Iowa Earth Works	45,200.00	33,900.00	11,300.00	45,200.00	100%	0.00	2,260.00
330	31	6613	210	Headworks	M/L Helitech	39,416.00	39,416.00		39,416.00	100%	0.00	1,970.80
331	35	2016.2	210	Slide Gates	M August Winter & Sons	66,000.00	66,000.00	0.00	66,000.00	100%	0.00	3,300.00
332	35	2016.2	210	Slide Gates	L August Winter & Sons	25,000.00	18,750.00		18,750.00	75%	6,250.00	937.50
333	43	2138	210	Vertical Turbine Solids Handling Pumps	M August Winter & Sons	600,000.00	44,242.00		44,242.00	7%	555,758.00	2,212.10
334	43	2138	210	Vertical Turbine Solids Handling Pumps	L August Winter & Sons	304,320.00	37,649.00		37,649.00	12%	266,671.00	1,882.45
335	46	2151	210	Multiple Rake Bar Screen	M August Winter & Sons	330,000.00		322,949.00	322,949.00	98%	7,051.00	16,147.45
336	46	2151	210	Multiple Rake Bar Screen	L August Winter & Sons	100,000.00	15,000.00		15,000.00	15%	85,000.00	750.00
337	46	2152	210	Scrennings Washer/Compactor	M August Winter & Sons	included in 462151			0.00		0.00	0.00
338	46	2152	210	Scrennings Washer/Compactor	L August Winter & Sons	included in 462151			0.00		0.00	0.00
339	230	Grit Building							0.00		0.00	0.00
340	03	0000	230	230 Grit Building								
341	03	0000	230	Rebar	M/L Harris Rebar (Ambassador Steel)	74,040.00	74,040.00		74,040.00	100%	0.00	3,702.00
342	03	0000	230	Concrete	M Norwalk Ready Mix Concrete Inc.	55,118.71	55,118.71		55,118.71	100%	0.00	2,755.94
343	03	0000	230	Form & place					0.00		0.00	0.00
344	03	0000	230	Walls	L Williams Brothers Const. Inc.	325,573.60	325,573.60		325,573.60	100%	0.00	16,278.68
345	03	0000	230	Base Slab	L Williams Brothers Const. Inc.	73,777.53	73,777.53		73,777.53	100%	(0.01)	3,688.88
346	03	0000	230	SOG	L Williams Brothers Const. Inc.	43,768.90	43,768.90		43,768.90	100%	0.00	2,188.45
347	03	0000	230	Suspended Slab	L Williams Brothers Const. Inc.	120,041.05	120,041.05		120,041.05	100%	0.00	6,002.05
348	03	1000	230	230 Grit Bldg	M Molin Concrete Products	10,475.00	10,475.00		10,475.00	100%	0.00	523.75
349	03	1000	230	230 Grit Bldg	L Williams Brothers Const. Inc.	10,504.00	10,504.00		10,504.00	100%	0.00	525.20
350	04	2000	230	230 Grit Insulation	M Seedorff Masonry, Inc.	10,608.00	10,608.00		10,608.00	100%	0.00	530.40
351	04	2000	230	230 Grit CMU	M Seedorff Masonry, Inc.	9,903.00	9,903.00		9,903.00	100%	0.00	495.15
352	04	2000	230	230 Grit Brick	M Seedorff Masonry, Inc.	16,656.00	16,656.00		16,656.00	100%	0.00	832.80
353	04	2000	230	230 Grit Brick	L Seedorff Masonry, Inc.	34,687.00	34,687.00		34,687.00	100%	0.00	1,734.35
354	04	2000	230	230 Grit Insulation	L Seedorff Masonry, Inc.	4,763.00	4,763.00		4,763.00	100%	0.00	238.15
355	04	2000	230	230 Grit CMU	L Seedorff Masonry, Inc.	38,819.00	38,819.00		38,819.00	100%	0.00	1,940.95
356	05	1200	230	230 Grit Building	M HME, Inc.	48,135.04	36,101.28		36,101.28	75%	12,033.76	1,805.06
357	05	1200	230	230 Grit Building	L Williams Brothers Const. Inc.	33,800.00	16,900.00		16,900.00	50%	16,900.00	845.00
358	06	1000	230	Bolted Plates at roof equipment	M/L Williams Brothers Const. Inc.	3,168.75			0.00	0%	3,168.75	0.00
359	06	1000	230	Bolted Plates & Blocking	M/L Williams Brothers Const. Inc.	8,858.42	4,429.21		4,429.21	50%	4,429.21	221.46
360	06	6000	230	Parshall Flume Liners	M August Winter & Sons, Inc.	12,000.00	12,000.00		12,000.00	100%	0.00	600.00
361	06	6000	230	Parshall Flume Liners	L August Winter & Sons, Inc.	9,500.00	9,500.00		9,500.00	100%	0.00	475.00
362	07	1713	230	Bentonite Panel Waterproofing	M Williams Brothers Const. Inc.	7,800.00	7,800.00		7,800.00	100%	0.00	390.00
363	07	1713	230	Bentonite Panel Waterproofing	L Williams Brothers Const. Inc.	5,850.00	5,850.00		5,850.00	100%	0.00	292.50
364	07	5400	230	Thermoplastic Membrane Roofing	M For Sure Roofing and Sheetmetal	7,518.10	7,518.10		7,518.10	100%	0.00	375.91
365	07	5400	230	Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmetal	6,740.00	6,740.00		6,740.00	100%	0.00	337.00
366	07	6200	230	Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmetal	240.00			0.00	0%	240.00	0.00
367	07	6200	230	Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmetal	1,380.00			0.00	0%	1,380.00	0.00
368	08	1116	230	Aluminum Doors and Frames	M Commercial Construction Products Co	12,240.00		3,672.00	3,672.00	30%	8,568.00	183.60
369	08	1116	230	Aluminum Doors and Frames	L Commercial Construction Products Co	2,800.00			0.00	0%	2,800.00	0.00
370	08	3100	230	Access Doors and Panels	M Nystrom	534.00	534.00		534.00	100%	0.00	26.70
371	08	3100	230	Access Doors and Panels	L Williams Brothers Const. Inc.	490.29	490.29		490.29	100%	0.00	24.51
372	08	3323	230	Overhead Coilings Doors	M WD Door	6,172.50			0.00	0%	6,172.50	0.00
373	08	3323	230	Overhead Coilings Doors	L WD Door	928.25			0.00	0%	928.25	0.00
374	08	4313	230	Aluminum Framed Storefronts	M Commercial Construction Products Co				0.00		0.00	0.00
375	08	4313	230	Aluminum Framed Storefronts	L Commercial Construction Products Co				0.00		0.00	0.00
376	08	7100	230	Door Hardware	M Commercial Construction Products Co				0.00		0.00	0.00
377	08	7100	230	Door Hardware	L Commercial Construction Products Co				0.00		0.00	0.00

1		CONTINUATION SHEET							Application No. 18		PER TO: November 30, 2021			
2									APPL. DATE: November 30, 2021		ENGINEER'S PROJECT NO.: 0.00			
3	Spec		Build	City of Indianola		SUPPLIER/	SCHEDULED	WORK COMPLETED----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
378	09	9000	230	Paints and Coatings	230 Grit Bldg	M RP Coatings	7,000.00		7,000.00		7,000.00	100%	0.00	350.00
379	09	9000	230	Paints and Coatings		L RP Coatings	20,000.00		20,000.00		20,000.00	100%	0.00	1,000.00
380	22	0500	230	230 Grit Bldg		M August Winter & Sons, Inc.	10,000.00		3,000.00		3,000.00	30%	7,000.00	150.00
381	22	0500	230	230 Grit Bldg		L August Winter & Sons, Inc.	30,000.00		12,000.00		12,000.00	40%	18,000.00	600.00
382	23	0593	230	Testing, Adjusting, & Balancing		L Corn States Metal Fabricators	1,008.00				0.00	0%	1,008.00	0.00
383	23	0713	230	Duct Insulation		M Corn States Metal Fabricators	2,000.00				0.00	0%	2,000.00	0.00
384	23	0713	230	Duct Insulation		L Corn States Metal Fabricators	3,700.00				0.00	0%	3,700.00	0.00
385	23	1123	230	Facility Natural-Gas Piping		M Corn States Metal Fabricators	1,800.00				0.00	0%	1,800.00	0.00
386	23	1123	230	HVAC Sequence of Operation		M Corn States Metal Fabricators	11,000.00				0.00	0%	11,000.00	0.00
387	23	1123	230	HVAC Sequence of Operation		L Corn States Metal Fabricators	28,000.00				0.00	0%	28,000.00	0.00
388	23	1123	230	Facility Natural-Gas Piping		L Corn States Metal Fabricators	11,000.00				0.00	0%	11,000.00	0.00
389	23	3100	230	HVAC Ducts and Casings		M Corn States Metal Fabricators	25,860.00	9,950.00		15,910.00	25,860.00	100%	0.00	1,293.00
390	23	3100	230	HVAC Ducts and Casings		L Corn States Metal Fabricators	29,380.00	29,380.00			29,380.00	100%	0.00	1,469.00
391	23	3300	230	Air Duct Accessories		M Corn States Metal Fabricators	450.00	450.00			450.00	100%	0.00	22.50
392	23	3300	230	Air Duct Accessories		L Corn States Metal Fabricators	300.00	300.00			300.00	100%	0.00	15.00
393	23	3423	230	HVAC Power Ventilators		M Corn States Metal Fabricators	10,560.00				0.00	0%	10,560.00	0.00
394	23	3423	230	HVAC Power Ventilators		L Corn States Metal Fabricators	3,380.00				0.00	0%	3,380.00	0.00
395	23	3700	230	Grilles, Registers, Diffusers		M Corn States Metal Fabricators	700.00				0.00	0%	700.00	0.00
396	23	3700	230	Grilles, Registers, Diffusers		L Corn States Metal Fabricators	1,190.00				0.00	0%	1,190.00	0.00
397	23	7433	230	Packaged MAU		M Corn States Metal Fabricators	25,600.00				0.00	0%	25,600.00	0.00
398	23	7433	230	Packaged MAU		L Corn States Metal Fabricators	1,500.00				0.00	0%	1,500.00	0.00
399	23	8101	230	Terminal Heat Transfer Units		M Corn States Metal Fabricators	7,740.00	0.00		7,740.00	7,740.00	100%	0.00	387.00
400	23	8101	230	Terminal Heat Transfer Units		L Corn States Metal Fabricators	530.00		530.00		530.00	100%	0.00	26.50
401	26	0000	230	Grit Building		L Price Electric	290,000.00	217,500.00	23,200.00		240,700.00	83%	49,300.00	12,035.00
402	31	5000	230	Building excavation/backfill		M/L Iowa Earth Works	22,600.00	22,600.00			22,600.00	100%	0.00	1,130.00
403	35	2016.2	230	Slide Gates		M August Winter & Sons	54,000.00	54,000.00		0.00	54,000.00	100%	0.00	2,700.00
404	35	2016.2	230	Slide Gates		L August Winter & Sons	35,000.00	30,000.00	4,000.00		34,000.00	97%	1,000.00	1,700.00
405	41	2213	230	Bridge Crane		M Waite Equipment	17,000.00				0.00	0%	17,000.00	0.00
406	41	2213	230	Bridge Crane		L Waite Equipment	4,300.00				0.00	0%	4,300.00	0.00
407	41	2223	230	Hoist and Monorail System		M Waite Equipment	3,200.00				0.00	0%	3,200.00	0.00
408	41	2223	230	Hoist and Monorail System		L Waite Equipment	750.00				0.00	0%	750.00	0.00
409	43	2117	230	Vortex (Torque-Flow) Pumping Equipment		M August Winter & Sons	115,000.00	115,000.00			115,000.00	100%	0.00	5,750.00
410	43	2117	230	Vortex (Torque-Flow) Pumping Equipment		M/L August Winter & Sons	60,000.00	38,000.00	15,000.00		53,000.00	88%	7,000.00	2,650.00
411	43	4113	230	Hydropneumatic Tank		M August Winter & Sons	55,000.00	55,000.00			55,000.00	100%	0.00	2,750.00
412	43	4113	230	Hydropneumatic Tank		L August Winter & Sons	25,500.00	21,500.00			21,500.00	84%	4,000.00	1,075.00
413	46	2323	230	Grit Removal Equipment		M August Winter & Sons	240,000.00	240,000.00			240,000.00	100%	0.00	12,000.00
414	46	2323	230	Grit Removal Equipment		L August Winter & Sons	115,000.00	115,000.00			115,000.00	100%	0.00	5,750.00
415	46	2327	230	Grit Washer		M August Winter & Sons	185,000.00	185,000.00			185,000.00	100%	0.00	9,250.00
416	46	2327	230	Grit Washer		L August Winter & Sons	115,000.00	101,750.00			101,750.00	88%	13,250.00	5,087.50
417	46	6124	230	Composite Sampler		M August Winter & Sons	9,500.00				0.00	0%	9,500.00	0.00
418	250	Equalization Tank									0.00		0.00	0.00
419	03	0000	250	250 Equalization Tank							0.00		0.00	0.00
420	03	0000	250	Rebar		M/L Harris Rebar (Ambassador Steel)	90,735.00	32,700.00	20,351.25	25,000.00	78,051.25	86%	12,683.75	3,902.56
421	03	0000	250	Concrete		M Norwalk Ready Mix Concrete Inc.	121,947.48	5,000.00	10,000.00		15,000.00	12%	106,947.48	750.00
422	03	0000	250	Form & place							0.00		0.00	0.00
423	03	0000	250	Footings		L Williams Brothers Const. Inc.	64,284.98	32,142.49	3,214.25		35,356.74	55%	28,928.24	1,767.84
424	03	0000	250	Walls		L Williams Brothers Const. Inc.	310,185.45		46,527.82		46,527.82	15%	263,657.63	2,326.39
425	03	0000	250	Base Slab		L Williams Brothers Const. Inc.	38,591.78	38,591.78			38,591.78	100%	(0.00)	1,929.59
426	03	0000	250	SOG		L Williams Brothers Const. Inc.	124,810.88				0.00	0%	124,810.88	0.00
427	03	0000	250	Suspended Slab		L Williams Brothers Const. Inc.	16,034.63				0.00	0%	16,034.63	0.00
428	03	0000	250	Houskeeping Pads		L Williams Brothers Const. Inc.	4,764.15				0.00	0%	4,764.15	0.00
429	03	0000	250	Grouting		L Williams Brothers Const. Inc.	490.32				0.00	0%	490.32	0.00
430	05	1200	250	250 EQ Tank Return Flow PS		M HME, Inc	2,849.12	0.00		2,706.66	2,706.66	95%	142.46	135.33

1		CONTINUATION SHEET						Application No. 18	PER. TO: November 30, 2021			
2								APPL. DATE November 30, 2021	ENGINEER'S PROJECT NO.: 0.00			
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
									0.00	0%	3,900.00	0.00
431	05	1200	250	250 EQ Tank Return Flow PS	L Williams Brothers Const. Inc.	3,900.00			0.00	0%	4,000.00	0.00
432	07	1353	250	Elastomeric Deck Coverings	M RP Coatings	4,000.00			0.00	0%	8,000.00	0.00
433	07	1353	250	Elastomeric Deck Coverings	L RP Coatings	8,000.00			0.00	0%	9,113.81	0.00
434	07	1713	250	Bentonite Panel Waterproofing	M Williams Brothers Const. Inc.	9,113.81			0.00	0%	6,370.00	0.00
435	07	1713	250	Bentonite Panel Waterproofing	L Williams Brothers Const. Inc.	6,370.00			0.00	0%		
436	08	3100	250	Access Doors and Panels	M Nystrom	1,097.00	0.00	1,097.00	1,097.00	100%	0.00	54.85
437	08	3100	250	Access Doors and Panels	L Williams Brothers Const. Inc.	490.29			0.00	0%	490.29	0.00
438	09	9000	250	Paints and Coatings 250 EQ Tanks	M RP Coatings	400.00			0.00	0%	400.00	0.00
439	09	9000	250	Paints and Coatings	L RP Coatings	2,500.00			0.00	0%	2,500.00	0.00
440	23	0593	250	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	1,008.00			0.00	0%	1,008.00	0.00
441	23	1123	250	HVAC Sequence of Operation	M Corn States Metal Fabricators	5,000.00			0.00	0%	12,000.00	0.00
442	23	1123	250	HVAC Sequence of Operation	L Corn States Metal Fabricators	12,000.00			0.00	0%	10,560.00	0.00
443	23	3423	250	HVAC Power Ventilators	M Corn States Metal Fabricators	10,560.00			0.00	0%	3,380.00	0.00
444	23	3423	250	HVAC Power Ventilators	L Corn States Metal Fabricators	3,380.00			0.00	0%		
445	23	8101	250	Terminal Heat Transfer Units	M Corn States Metal Fabricators	7,740.00	0.00	7,740.00	7,740.00	100%	0.00	387.00
446	23	8101	250	Terminal Heat Transfer Units	L Corn States Metal Fabricators	530.00			0.00	0%	530.00	0.00
447	31	5000	250	Building excavation/backfill	M/L Iowa Earth Works	45,200.00	22,600.00		22,600.00	50%	22,600.00	1,130.00
448	31	6613	250	Equalization Tank	M/L Helitech	103,250.00	103,250.00		103,250.00	100%	0.00	5,162.50
449	33	3613	250	Bolted Steel Wastewater Storage Tank-131' Tank	M Great Plains Structurs LLC	284,045.00	0.00	239,520.00	239,520.00	84%	44,525.00	11,976.00
450	33	3613	250	Bolted Steel Wastewater Storage Tank	L Great Plains Structurs LLC	94,290.00			0.00	0%	94,290.00	0.00
451	43	2139	250	Submersible Solids Handling Pump Equipment	M August Winter & Sons	85,000.00		83,000.00	83,000.00	98%	2,000.00	4,150.00
452	43	2139	250	Submersible Solids Handling Pump Equipment	L August Winter & Sons	156,538.00	3,000.00		3,000.00	2%	153,538.00	150.00
453	46	4123	250	Submersible Mixing Equipment-250 Equalization Tank	M August Winter & Sons	35,000.00		30,000.00	30,000.00	86%	5,000.00	1,500.00
454	46	4123	250	Submersible Mixing Equipment	L August Winter & Sons	83,053.00	5,000.00		5,000.00	6%	78,053.00	250.00
455	270	Peak Flow Treatment										
456	03	0000	270	270 Peak Flow Treatment Str					0.00		0.00	0.00
457	03	0000	270	Rebar	M/L Harris Rebar (Ambassador Steel)	39,475.00	39,475.00		39,475.00	100%	0.00	1,973.75
458	03	0000	270	Concrete	M Norwalk Ready Mix Concrete Inc.	37,200.90	37,200.89		37,200.89	100%	0.00	1,860.04
459	03	0000	270	Form & place					0.00		0.00	0.00
460	03	0000	270	Footings/Pads	L Williams Brothers Const. Inc.	26,439.08	26,439.08		26,439.08	100%	(0.01)	1,321.95
461	03	0000	270	Walls	L Williams Brothers Const. Inc.	185,141.70	185,141.71		185,141.71	100%	(0.00)	9,257.09
462	03	0000	270	SOG	L Williams Brothers Const. Inc.	54,810.68	54,810.68		54,810.68	100%	(0.00)	2,740.53
463	03	0000	270	Houskeeping Pads	L Williams Brothers Const. Inc.	5,734.80	5,734.80		5,734.80	100%	0.00	286.74
464	03	1000	270	270 Peak Flow	M Molin Concrete Products	6,642.00	6,642.00		6,642.00	100%	0.00	332.10
465	03	1000	270	270 Peak Flow	L Williams Brothers Const. Inc.	10,504.00	10,504.00		10,504.00	100%	0.00	525.20
466	04	2000	270	270 Peak Flow Brick	M Seedorff Masonry, Inc.	11,090.00	11,090.00		11,090.00	100%	0.00	554.50
467	04	2000	270	270 Peak Flow CMU	M Seedorff Masonry, Inc.	6,960.00	6,960.00		6,960.00	100%	0.00	348.00
468	04	2000	270	270 Peak Flow Insulation	M Seedorff Masonry, Inc.	5,114.00	5,114.00		5,114.00	100%	0.00	255.70
469	04	2000	270	270 Peak Flow Brick	L Seedorff Masonry, Inc.	20,788.00	20,788.00		20,788.00	100%	0.00	1,039.40
470	04	2000	270	270 Peak Flow CMU	L Seedorff Masonry, Inc.	28,180.00	28,180.00		28,180.00	100%	0.00	1,409.00
471	04	2000	270	270 Peak Flow Insulation	L Seedorff Masonry, Inc.	2,421.00	2,421.00		2,421.00	100%	0.00	121.05
472	05	1200	270	270 Peak Flow Treatment	M HME, Inc.	42,256.12	33,804.90		33,804.90	80%	8,451.22	1,690.25
473	05	1200	270	270 Peak Flow Treatment	L Williams Brothers Const. Inc.	33,800.00	1,690.00		1,690.00	5%	32,110.00	84.50
474	08	1113	270	Hollow Metal Doors and Frames	M Commercial Construction Products Co	21,284.74		7,400.00	7,400.00	35%	13,884.74	370.00
475	08	1113	270	Hollow Metal Doors and Frames	L Commercial Construction Products Co	3,000.00			0.00	0%	3,000.00	0.00
476	08	1116	270	Aluminum Doors and Frames	M Commercial Construction Products Co	Includ above			0.00		0.00	0.00
477	08	1116	270	Aluminum Doors and Frames	L Commercial Construction Products Co	Includ above			0.00		0.00	0.00
478	08	3323	270	Overhead Coilings Doors	M WD Door	8,157.50			0.00	0%	8,157.50	0.00
479	08	3323	270	Overhead Coilings Doors	L WD Door	928.25			0.00	0%	928.25	0.00
480	08	4313	270	Aluminum Framed Storefronts	M Commercial Construction Products Co				0.00		0.00	0.00
481	08	4313	270	Aluminum Framed Storefronts	L Commercial Construction Products Co				0.00		0.00	0.00
482	08	7100	270	Door Hardware	M Commercial Construction Products Co				0.00		0.00	0.00
483	08	7100	270	Door Hardware	L Commercial Construction Products Co				0.00		0.00	0.00

1	2	CONTINUATION SHEET										Application No. 18	PER. TO: November 30, 2021	
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE		
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL.	THIS PERIOD	STORED	& STORED	Complete	TO FINISH			
484	09	9000	270	Paints and Coatings	270 Peak Flow Treatment	M	RP Coatings	12,500.00	12,500.00		0.00	625.00		
485	09	9000	270	Paints and Coatings		L	RP Coatings	20,000.00	20,000.00	100%	0.00	1,000.00		
486	13	3419	270	Metal Buildings System		M	Riverview Construction Compa	41,804.00	41,804.00	100%	0.00	2,090.20		
487	13	3419	270	Metal Buildings System		L	Riverview Construction Compa	41,138.00	33,063.80	8,074.20	41,138.00	100%	0.00	2,056.90
488	21	0500	270	Fire Suppression		M	Midwest Automatic Fire Sprink	3,880.00			0.00	0%	3,880.00	0.00
489	21	0500	270	Fire Suppression		L	Midwest Automatic Fire Sprink	6,770.00			0.00	0%	6,770.00	0.00
490	23	0593	270	Testing, Adjusting, & Balancing		L	Corn States Metal Fabricators	504.00			0.00	0%	504.00	0.00
491	23	1123	270	Facility Natural-Gas Piping		M	Corn States Metal Fabricators	800.00			0.00	0%	800.00	0.00
492	23	1123	270	HVAC Sequence of Operation		M	Corn States Metal Fabricators	5,000.00			0.00	0%	5,000.00	0.00
493	23	1123	270	Facility Natural-Gas Piping		L	Corn States Metal Fabricators	4,600.00			0.00	0%	4,600.00	0.00
494	23	1123	270	HVAC Sequence of Operation		L	Corn States Metal Fabricators	14,000.00			0.00	0%	14,000.00	0.00
495	23	3100	270	HVAC Ducts and Casings		M	Corn States Metal Fabricators	25,850.00	0.00	6,469.00	6,469.00	25%	19,381.00	323.45
496	23	3100	270	HVAC Ducts and Casings		L	Corn States Metal Fabricators	29,380.00			0.00	0%	29,380.00	0.00
497	23	3300	270	Air Duct Accessories		M	Corn States Metal Fabricators	440.00			0.00	0%	440.00	0.00
498	23	3300	270	Air Duct Accessories		L	Corn States Metal Fabricators	300.00			0.00	0%	300.00	0.00
499	23	3423	270	HVAC Power Ventilators		M	Corn States Metal Fabricators	7,040.00			0.00	0%	7,040.00	0.00
500	23	3423	270	HVAC Power Ventilators		L	Corn States Metal Fabricators	2,250.00			0.00	0%	2,250.00	0.00
501	23	8101	270	Terminal Heat Transfer Units		M	Corn States Metal Fabricators	7,740.00	0.00	2,440.00	2,440.00	32%	5,300.00	122.00
502	23	8101	270	Terminal Heat Transfer Units		L	Corn States Metal Fabricators	530.00			0.00	0%	530.00	0.00
503	26	0000	270	Peak Flow Treatment		L	Price Electric	250,000.00	217,500.00	7,500.00	225,000.00	90%	25,000.00	11,250.00
504	31	5000	270	Building excavation/backfill		M/L	Iowa Earth Works	22,600.00	22,600.00		22,600.00	100%	0.00	1,130.00
505	41	4116	270	Bulk Chemical Storage Tanks		M	August Winter & Sons	65,000.00	65,000.00		65,000.00	100%	0.00	3,250.00
506	41	4116	270	Bulk Chemical Storage Tanks		L	August Winter & Sons	43,000.00	39,000.00	4,000.00	43,000.00	100%	0.00	2,150.00
507	46	3334	270	Peristaltic Metering Pumps		M	August Winter & Sons	75,000.00	75,000.00		75,000.00	100%	0.00	3,750.00
508	46	3334	270	Peristaltic Metering Pumps		L	August Winter & Sons	35,500.00	35,500.00		35,500.00	100%	0.00	1,775.00
509	46	3383	270	Chemical Feed Accessories		M	August Winter & Sons	140,000.00	140,000.00		140,000.00	100%	0.00	7,000.00
510	46	3383	270	Chemical Feed Accessories		L	August Winter & Sons	50,000.00	30,000.00		30,000.00	60%	20,000.00	1,500.00
511	46	6442	270	Peak Flow Treatment-Cloth Media Filters		M	August Winter & Sons	1,387,000.00	1,387,000.00		1,387,000.00	100%	0.00	69,350.00
512	46	6442	270	Peak Flow Treatment-Cloth Media Filters		M/L	August Winter & Sons	350,000.00	278,810.00	25,000.00	303,810.00	87%	46,190.00	15,190.50
513	320			Oxidation Ditches							0.00		0.00	0.00
514	03	0000	320	320 Oxidation Ditches							0.00		0.00	0.00
515	03	0000	320	Rebar		M/L	Harris Rebar (Ambassador Stee	464,630.00	458,680.89		458,680.89	99%	5,949.11	22,934.04
516	03	0000	320	Concrete		M	Norwalk Ready Mix Concrete I	405,205.45	376,413.71	12,000.00	388,413.71	96%	16,791.74	19,420.69
517	03	0000	320	Form & place							0.00		0.00	0.00
518	03	0000	320	Walls		L	Williams Brothers Const. Inc.	1,980,990.88	1,881,941.34	39,619.82	1,921,561.16	97%	59,429.72	96,078.06
519	03	0000	320	Round Piers & Columns		L	Williams Brothers Const. Inc.	1,823.18			0.00	0%	1,823.18	0.00
520	03	0000	320	Base Slab		L	Williams Brothers Const. Inc.	413,406.45	413,406.45		413,406.45	100%	0.00	20,670.32
521	03	0000	320	Precast Hollowcore Slabs		L	Williams Brothers Const. Inc.	19,118.70			0.00	0%	19,118.70	0.00
522	03	0000	320	Beams		L	Williams Brothers Const. Inc.	89,986.95	35,994.79	17,997.39	53,992.18	60%	35,994.78	2,699.61
523	03	0000	320	Suspended Slab		L	Williams Brothers Const. Inc.	106,384.05	21,276.81		21,276.81	20%	85,107.25	1,063.84
524	03	0000	320	Houskeeping Pads		L	Williams Brothers Const. Inc.	3,758.40			0.00	0%	3,758.40	0.00
525	03	0000	320	Grouting		L	Williams Brothers Const. Inc.	955.40			0.00	0%	955.40	0.00
526	03	1000	320	320 Oxidation Ditch		M	Molin Concrete Products	53,849.00			25,847.52	48%	28,001.48	1,292.38
527	03	1000	320	320 Oxidation Ditch		L	Williams Brothers Const. Inc.	21,008.00			0.00	0%	21,008.00	0.00
528	05	1200	320	320 Oxidation Ditch		M	HME, Inc	101,417.04	0.00		91,275.34	90%	10,141.70	4,563.77
529	05	1200	320	320 Oxidation Ditch		L	Williams Brothers Const. Inc.	67,600.00			0.00	0%	67,600.00	0.00
530	05	1200	320	320 Oxidation Structural Flow Splitter		M	HME, Inc	5,667.98	0.00		5,384.58	95%	283.40	269.23
531	05	1200	320	320 Oxidation Structural Flow Splitter		L	Williams Brothers Const. Inc.	3,900.00			0.00	0%	3,900.00	0.00
532	26	0000	320	Oxidation Ditches		M	Price Electric	220,000.00	8,800.00	2,200.00	11,000.00	5%	209,000.00	550.00
533	31	5000	320	Building excavation/backfill		M/L	Iowa Earth Works	45,200.00	22,600.00		22,600.00	50%	22,600.00	1,130.00
534	31	6613	320	Oxidation Ditch		M/L	Helitech	142,667.00	142,667.00		142,667.00	100%	0.00	7,133.35
535	35	2016	320	Slide Gates		M	August Winter & Sons	39,000.00			0.00	0%	39,000.00	0.00
536	35	2016	320	Slide Gates		L	August Winter & Sons	9,500.00			0.00	0%	9,500.00	0.00

CONTINUATION SHEET												Application No. 18	PER TO: November 30, 2021
												APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00
1	2	3	4	5	6	7	8	9	10	11	12	13	14
		Spec	Build	City of Indianola		SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
		Sec	NO	Water Resource Recovery Facility		SUBCONTRACTOR	VALUE	PREV APPL	STORED	& STORED	Complete	TO FINISH	
537	46	4123	320	Submersible Mixing Equipment-320 Oxidation Ditch	M	August Winter & Sons	90,000.00		85,000.00	85,000.00	94%	5,000.00	4,250.00
538	46	4123	320	Submersible Mixing Equipment	L	August Winter & Sons	89,747.00			0.00	0%	89,747.00	0.00
539	46	5361	320	Oxidation Ditch System Equipment (Base Bid)	M	August Winter & Sons	1,051,600.00	54,088.00	12,022.00	66,110.00	6%	985,490.00	3,305.50
540	46	5361	320	Oxidation Ditch Sy: 40"	L	August Winter & Sons	95,000.00	1,500.00		1,500.00	2%	93,500.00	75.00
541	350			Secondary Treatment Bldg						0.00		0.00	0.00
542	03	0000	350	350 Secondary Treatment Bldg						0.00		0.00	0.00
543	03	0000	350	Rebar	M/L	Harris Rebar (Ambassador Steel)	49,265.00	47,361.50		47,361.50	96%	1,903.50	2,368.08
544	03	0000	350	Concrete	M	Norwalk Ready Mix Concrete Inc.	32,261.43	30,700.00		30,700.00	95%	1,561.43	1,535.00
545	03	0000	350	Form & place						0.00		0.00	0.00
546	03	0000	350	Walls	L	Williams Brothers Const. Inc.	126,812.93	126,812.93		126,812.93	100%	(0.00)	6,340.65
547	03	0000	350	Base Slab	L	Williams Brothers Const. Inc.	27,955.13	27,955.13		27,955.13	100%	0.00	1,397.76
548	03	0000	350	Suspended Slab	L	Williams Brothers Const. Inc.	85,748.63	85,748.63		85,748.63	100%	0.00	4,287.43
549	03	0000	350	Houskeeping Pads	L	Williams Brothers Const. Inc.	4,131.00	4,131.00		4,131.00	100%	0.00	206.55
550	03	0000	350	Columns	L	Williams Brothers Const. Inc.	7,418.25	7,418.25		7,418.25	100%	0.00	370.91
551	03	1000	350	350 Secondary Treatment	M	Molin Concrete Products	13,528.00			0.00	0%	13,528.00	0.00
552	03	1000	350	350 Secondary Treatment	L	Williams Brothers Const. Inc.	10,504.00			0.00	0%	10,504.00	0.00
553	04	2000	350	350 Secondary Treatment Brick	M	Seedorff Masonry, Inc.	17,189.00			0.00	0%	17,189.00	0.00
554	04	2000	350	350 Secondary Treatment CMU	M	Seedorff Masonry, Inc.	14,329.00	1,433.00	430.00	1,863.00	13%	12,466.00	93.15
555	04	2000	350	350 Secondary Treatment Insulation	M	Seedorff Masonry, Inc.	5,853.00		1,986.00	1,986.00	34%	3,867.00	99.30
556	04	2000	350	350 Secondary Treatment Brick	L	Seedorff Masonry, Inc.	36,454.00			0.00	0%	36,454.00	0.00
557	04	2000	350	350 Secondary Treatment CMU	L	Seedorff Masonry, Inc.	52,419.00	5,243.00		5,243.00	10%	47,176.00	262.15
558	04	2000	350	350 Secondary Treatment Insulation	L	Seedorff Masonry, Inc.	2,736.00			0.00	0%	2,736.00	0.00
559	05	1200	350	350 Secondary Treatment Bldg	M	HME, Inc.	23,415.12	0.00	21,073.61	21,073.61	90%	2,341.51	1,053.68
560	05	1200	350	350 Secondary Treatment Bldg	L	Williams Brothers Const. Inc.	16,900.00			0.00	0%	16,900.00	0.00
561	06	1000	350	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42			0.00	0%	8,858.42	0.00
562	07	1713	350	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	9,113.81		9,113.81	9,113.81	100%	0.00	455.69
563	07	1713	350	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	6,370.00		6,370.00	6,370.00	100%	0.00	318.50
564	07	5400	350	Thermoplastic Membrane Roofing	M	For Sure Roofing and Sheetmet	9,773.53		9,773.53	9,773.53	100%	0.00	488.68
565	07	5400	350	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmet	8,761.61			0.00	0%	8,761.61	0.00
566	07	6200	350	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmet	313.43			0.00	0%	313.43	0.00
567	07	6200	350	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmet	1,800.76			0.00	0%	1,800.76	0.00
568	08	1113	350	Hollow Metal Doors and Frames	M	Commercial Construction Products Co	15,000.00		4,500.00	4,500.00	30%	10,500.00	225.00
569	08	1113	350	Hollow Metal Doors and Frames	L	Commercial Construction Products Co	2,000.00			0.00	0%	2,000.00	0.00
570	08	1116	350	Aluminum Doors and Frames	M	Commercial Construction Products Co	Includ above			0.00		0.00	0.00
571	08	1116	350	Aluminum Doors and Frames	L	Commercial Construction Products Co	Includ above			0.00		0.00	0.00
572	08	3100	350	Access Doors and Panels	M	Nystrom	801.00	0.00	801.00	801.00	100%	0.00	40.05
573	08	3100	350	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29		490.29	490.29	100%	(0.00)	24.51
574	08	4313	350	Aluminum Framed Storefronts	M	Commercial Construction Products Co				0.00		0.00	0.00
575	08	4313	350	Aluminum Framed Storefronts	L	Commercial Construction Products Co				0.00		0.00	0.00
576	08	7100	350	Door Hardware	M	Commercial Construction Products Co				0.00		0.00	0.00
577	08	7100	350	Door Hardware	L	Commercial Construction Products Co				0.00		0.00	0.00
578	09	9000	350	Paints and Coatings 350 Sec Treatment Bldg	M	RP Coatings	10,000.00		6,000.00	6,000.00	60%	4,000.00	300.00
579	09	9000	350	Paints and Coatings	L	RP Coatings	40,000.00		24,000.00	24,000.00	60%	16,000.00	1,200.00
580	11	5353	350	Casework, Tops, Fixtures, Fume Hood	M	Innovative Laboratory Systems	22,550.00			0.00	0%	22,550.00	0.00
581	11	5353	350	Casework, Tops, Fixtures, Fume Hood, ASHRAE Testing	L	Innovative Laboratory Systems	3,200.00			0.00	0%	3,200.00	0.00
582	22	0500	350	350 Secondary Treatment	M	August Winter & Sons, Inc.	45,000.00	15,750.00	5,000.00	20,750.00	46%	24,250.00	1,037.50
583	22	0500	350	350 Secondary Treatment	L	August Winter & Sons, Inc.	50,000.00	17,500.00	10,000.00	27,500.00	55%	22,500.00	1,375.00
584	23	0593	350	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	1,008.00			0.00	0%	1,008.00	0.00
585	23	0713	350	Duct Insulation	M	Corn States Metal Fabricators	2,000.00			0.00	0%	2,000.00	0.00
586	23	0713	350	Duct Insulation	L	Corn States Metal Fabricators	3,700.00			0.00	0%	3,700.00	0.00
587	23	0719	350	HVAC Piping Insulation	M	Corn States Metal Fabricators	530.00			0.00	0%	530.00	0.00
588	23	0719	350	HVAC Piping Insulation	L	Corn States Metal Fabricators	960.00			0.00	0%	960.00	0.00
589	23	1123	350	Facility Natural-Gas Piping	M	Corn States Metal Fabricators	900.00			0.00	0%	900.00	0.00

CONTINUATION SHEET										Application No. 18	PER TO: November 30, 2021
										APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00
1	2	3	4	5	6	7	8	9	10	11	12
Spec	Sec.	Build NO	City of Indianola Water Resource Recovery Facility	SUPPLIER/ SUBCONTRACTOR	SCHEDULED VALUE	WORK COMPLETED	MATERIALS STORED	TOTAL COMPL & STORED	% Complete	BALANCE TO FINISH	RETAINAGE
						PREV APPL	THIS PERIOD				
590	23	1123	350	HVAC Sequence of Operation	M Corn States Metal Fabricators	7,000.00		0.00	0%	7,000.00	0.00
591	23	1123	350	Facility Natural-Gas Piping	L Corn States Metal Fabricators	7,500.00		0.00	0%	7,500.00	0.00
592	23	1123	350	HVAC Sequence of Operation	L Corn States Metal Fabricators	19,000.00		0.00	0%	19,000.00	0.00
593	23	2300	350	Refrigerant Piping	M Corn States Metal Fabricators	1,300.00		0.00	0%	1,300.00	0.00
594	23	2300	350	Refrigerant Piping	L Corn States Metal Fabricators	9,600.00		0.00	0%	9,600.00	0.00
595	23	3100	350	HVAC Ducts and Casings	M Corn States Metal Fabricators	30,166.00	3,900.00	2,462.04	21%	23,803.96	318.10
596	23	3100	350	HVAC Ducts and Casings	L Corn States Metal Fabricators	87,824.00	280.00	280.00	0%	87,544.00	14.00
597	23	3300	350	Air Duct Accessories	M Corn States Metal Fabricators	530.00		0.00	0%	530.00	0.00
598	23	3300	350	Air Duct Accessories	L Corn States Metal Fabricators	350.00		0.00	0%	350.00	0.00
599	23	3423	350	HVAC Power Ventilators	M Corn States Metal Fabricators	3,520.00	850.00	850.00	24%	2,670.00	42.50
600	23	3423	350	HVAC Power Ventilators	L Corn States Metal Fabricators	1,200.00		0.00	0%	1,200.00	0.00
601	23	3700	350	Grilles, Registers, Diffusers	M Corn States Metal Fabricators	700.00		0.00	0%	700.00	0.00
602	23	3700	350	Grilles, Registers, Diffusers	L Corn States Metal Fabricators	1,180.00		0.00	0%	1,180.00	0.00
603	23	7433	350	Packaged MAU	M Corn States Metal Fabricators	12,800.00		0.00	0%	12,800.00	0.00
604	23	7433	350	Packaged MAU	L Corn States Metal Fabricators	750.00		0.00	0%	750.00	0.00
605	23	8101	350	Terminal Heat Transfer Units	M Corn States Metal Fabricators	3,870.00		1,520.00	39%	2,350.00	76.00
606	23	8101	350	Terminal Heat Transfer Units	L Corn States Metal Fabricators	270.00		0.00	0%	270.00	0.00
607	23	8127	350	Libert AC Units	M Corn States Metal Fabricators	22,400.00		22,400.00	100%	0.00	1,120.00
608	23	8127	350	Libert AC Units	L Corn States Metal Fabricators	2,800.00		0.00	0%	2,800.00	0.00
609	26	0000	350	Secondary Treatment/Clarifier	L Price Electric	200,000.00	16,000.00	20,000.00	10%	180,000.00	1,000.00
610	31	5000	350	Building excavation/backfill	M/L Iowa Earth Works	11,300.00	5,650.00	11,300.00	100%	0.00	565.00
611	41	2213	350	Bridge Crane	M Waite Equipment	17,000.00		0.00	0%	17,000.00	0.00
612	41	2213	350	Bridge Crane	L Waite Equipment	4,300.00		0.00	0%	4,300.00	0.00
613	41	2223	350	Hoist and Monorail System	M Waite Equipment	3,200.00		0.00	0%	3,200.00	0.00
614	41	2223	350	Hoist and Monorail System	L Waite Equipment	750.00		0.00	0%	750.00	0.00
615	43	2139	350	Submersible Solids Handling Pump Equipment	M August Winter & Sons	104,000.00	24,000.00	80,000.00	100%	0.00	5,200.00
616	43	2139	350	Submersible Solids Handling Pump Equipment	L August Winter & Sons	156,538.00	132,106.00	132,106.00	84%	24,432.00	6,605.30
617	380	Secondary Clarifiers						0.00		0.00	0.00
618	03	0000	380	380 Secondary Clarifiers				0.00		0.00	0.00
619	03	0000	380	Rebar	M/L Harris Rebar (Ambassador Steel)	178,010.00	172,111.25	1,612.50	98%	4,286.25	8,686.19
620	03	0000	380	Concrete	M Norwalk Ready Mix Concrete Inc.	147,096.17	138,849.45	6,000.00	98%	2,246.71	7,242.47
621	03	0000	380	Form & place				0.00		0.00	0.00
622	03	0000	380	Walls	L Williams Brothers Const. Inc.	686,179.35	686,179.35	686,179.35	100%	(0.00)	34,308.97
623	03	0000	380	Base Slab	L Williams Brothers Const. Inc.	202,724.10	202,724.10	202,724.10	100%	0.00	10,136.21
624	03	0000	380	SOG	L Williams Brothers Const. Inc.	1,323.00		0.00	0%	1,323.00	0.00
625	03	0000	380	Suspended Slab	L Williams Brothers Const. Inc.	79,596.68	26,266.90	52,533.81	66%	27,062.87	2,626.69
626	03	0000	380	Grouting	L Williams Brothers Const. Inc.	20,280.38		0.00	0%	20,280.38	0.00
627	05	1200	380	380 Secondary Clarifier Flow Splitter	M HME, Inc.	14,514.40		13,788.68	95%	725.72	689.43
628	05	1200	380	380 Secondary Clarifiers	M HME, Inc.	20,663.54		19,630.36	95%	1,033.18	981.52
629	05	1200	380	380 Secondary Clarifier Flow Splitter	L Williams Brothers Const. Inc.	11,700.00		0.00	0%	11,700.00	0.00
630	05	1200	380	380 Secondary Clarifiers	L Williams Brothers Const. Inc.	19,500.00		0.00	0%	19,500.00	0.00
631	09	9000	380	Paints and Coatings 380 Sec Clarifiers	M RP Coatings	17,000.00		0.00	0%	17,000.00	0.00
632	09	9000	380	Paints and Coatings	L RP Coatings	67,000.00		0.00	0%	67,000.00	0.00
633	31	5000	380	Building excavation/backfill	M/L Iowa Earth Works	22,600.00	11,300.00	22,600.00	100%	0.00	1,130.00
634	31	5000	380	Building excavation/backfill	M/L Iowa Earth Works	22,600.00		16,950.00	75%	5,650.00	847.50
635	31	5000	380	Building excavation/backfill	M/L Iowa Earth Works	22,600.00		16,950.00	75%	5,650.00	847.50
636	31	6613	380	Secondary Clarifier	M/L Helitech	39,416.00	39,416.00	39,416.00	100%	0.00	1,970.80
637	43	2112	380	Screw Centrifugal Pumps	M August Winter & Sons	34,000.00		34,000.00	100%	0.00	1,700.00
638	43	2112	380	Screw Centrifugal Pumps	L August Winter & Sons	9,000.00	450.00	450.00	5%	8,550.00	22.50
639	46	4323	380	Secondary Clarifier Mechanism	M August Winter & Sons	418,000.00	35,494.00	319,448.70	85%	63,057.30	17,747.14
640	46	4323	380	Secondary Clarifier Mechanism	L August Winter & Sons	250,000.00	90,000.00	90,000.00	36%	160,000.00	4,500.00
641	420	UV Disinfection Bldg						0.00		0.00	0.00
642	03	0000	420	UV Disinfection Bldg				0.00		0.00	0.00

CONTINUATION SHEET													Application No. 18	PER TO: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16
		Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE			
		Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH			
643	03	0000	420	Rebar	M/L Harris Rebar (Ambassador Steel)	22,050.00	19,873.75			19,873.75	90%	2,176.25		993.69	
644	03	0000	420	Concrete	M Norwalk Ready Mix Concrete Inc.	23,548.27	23,548.27			23,548.27	100%	0.00		1,177.41	
645	03	0000	420	Form & place						0.00		0.00		0.00	
646	03	0000	420	Footings	L Williams Brothers Const. Inc.	6,125.63	6,125.63			6,125.63	100%	(0.01)		306.28	
647	03	0000	420	Walls	L Williams Brothers Const. Inc.	155,512.60	155,512.60			155,512.60	100%	0.00		7,775.63	
648	03	0000	420	Base Slab	L Williams Brothers Const. Inc.	26,534.93	26,534.93			26,534.93	100%	(0.00)		1,326.75	
649	03	0000	420	SOG	Williams Brothers Const. Inc.	50,381.88	50,381.88			50,381.88	100%	(0.00)		2,519.09	
650	03	0000	420	Houskeeping Pads	Williams Brothers Const. Inc.	7,682.85	7,682.85			7,682.85	100%	0.00		384.14	
651	03	1000	420	420 Disinfection	M Molin Concrete Products	16,910.00	16,910.00			16,910.00	100%	0.00		845.50	
652	03	1000	420	UV Vault	M Molin Concrete Products	6,000.00	4,500.00			4,500.00	75%	1,500.00		225.00	
653	03	1000	420	420 Disinfection	L Williams Brothers Const. Inc.	10,504.00	10,504.00			10,504.00	100%	0.00		525.20	
654	04	2000	420	420 UV Disinfect Insulation	M Seedorff Masonry, Inc.	7,703.00	7,703.00			7,703.00	100%	0.00		385.15	
655	04	2000	420	420 UV Disinfect Brick	M Seedorff Masonry, Inc.	22,164.00	22,164.00			22,164.00	100%	0.00		1,108.20	
656	04	2000	420	420 UV Disinfect CMU	M Seedorff Masonry, Inc.	13,359.00	13,359.00			13,359.00	100%	0.00		667.95	
657	04	2000	420	420 UV Disinfect CMU	L Seedorff Masonry, Inc.	49,870.00	49,870.00			49,870.00	100%	0.00		2,493.50	
658	04	2000	420	420 UV Disinfect Insulation	L Seedorff Masonry, Inc.	3,383.00	3,383.00			3,383.00	100%	0.00		169.15	
659	04	2000	420	420 UV Disinfect Brick	L Seedorff Masonry, Inc.	46,273.00	46,273.00			46,273.00	100%	0.00		2,313.65	
660	05	1200	420	420 UV Value Vault	M HME, Inc	1,149.88			1,092.39	1,092.39	95%	57.49		54.62	
661	05	1200	420	420 Disinfection	M HME, Inc	45,524.60	13,670.00		9,120.00	22,790.00	50%	22,734.60		1,139.50	
662	05	1200	420	420 Disinfection	L Williams Brothers Const. Inc.	3,900.00	975.00			975.00	25%	2,925.00		48.75	
663	06	1000	420	Bolted Plates & Blocking	M/L Williams Brothers Const. Inc.	8,858.42	4,429.21			4,429.21	50%	4,429.21		221.46	
664	06	8000	420	Fiberglass Reinforced Plastic Fabrications	M Williams Brothers Const. Inc.	12,500.00				0.00	0%	12,500.00		0.00	
665	06	8000	420	Fiberglass Reinforced Plastic Fabrications	M Williams Brothers Const. Inc.	1,875.00				0.00	0%	1,875.00		0.00	
666	07	1713	420	Bentonite Panel Waterproofing	M Williams Brothers Const. Inc.	9,113.81	9,113.81			9,113.81	100%	0.00		455.69	
667	07	1713	420	Bentonite Panel Waterproofing	L Williams Brothers Const. Inc.	6,370.00	6,370.00			6,370.00	100%	0.00		318.50	
668	07	5400	420	Thermoplastic Membrane Roofing	M For Sure Roofing and Sheetmet	12,028.96	12,028.96			12,028.96	100%	0.00		601.45	
669	07	5400	420	Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmet	10,783.52	5,124.90			5,124.90	48%	5,658.62		256.25	
670	07	6200	420	Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmet	385.76				0.00	0%	385.76		0.00	
671	07	6200	420	Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmet	2,216.32				0.00	0%	2,216.32		0.00	
672	08	1116	420	Aluminum Doors and Frames	M Commercial Construction Prodi	13,920.00			4,176.00	4,176.00	30%	9,744.00		208.80	
673	08	1116	420	Aluminum Doors and Frames	L Commercial Construction Prodi	1,780.00				0.00	0%	1,780.00		0.00	
674	08	3323	420	Overhead Coilings Doors	M WD Door	6,172.50				0.00	0%	6,172.50		0.00	
675	08	3323	420	Overhead Coilings Doors	L WD Door	928.25				0.00	0%	928.25		0.00	
676	08	4313	420	Aluminum Framed Storefronts	M Commercial Construction Prodi	Includ above				0.00		0.00		0.00	
677	08	4313	420	Aluminum Framed Storefronts	L Commercial Construction Prodi	Includ above				0.00		0.00		0.00	
678	08	7100	420	Door Hardware	M Commercial Construction Prodi	Includ above				0.00		0.00		0.00	
679	08	7100	420	Door Hardware	L Commercial Construction Prodi	Includ above				0.00		0.00		0.00	
680	09	9000	420	Paints and Coatings 420 Disinfection	M RP Coatings	3,000.00	3,000.00			3,000.00	100%	0.00		150.00	
681	09	9000	420	Paints and Coatings	L RP Coatings	12,500.00	12,500.00			12,500.00	100%	0.00		625.00	
682	22	0500	420	420 Disinfection	M August Winter & Sons, Inc.	70,000.00	57,500.00			57,500.00	82%	12,500.00		2,875.00	
683	22	0500	420	420 Disinfection	L August Winter & Sons, Inc.	55,000.00	46,250.00			46,250.00	84%	8,750.00		2,312.50	
684	23	0593	420	Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	504.00				0.00	0%	504.00		0.00	
685	23	0719	420	HVAC Piping Insulation	M Corn States Metal Fabricators	300.00				0.00	0%	300.00		0.00	
686	23	0719	420	HVAC Piping Insulation	L Corn States Metal Fabricators	410.00				0.00	0%	410.00		0.00	
687	23	1123	420	HVAC Sequence of Operation	M Corn States Metal Fabricators	3,400.00				0.00	0%	3,400.00		0.00	
688	23	1123	420	HVAC Sequence of Operation	L Corn States Metal Fabricators	9,600.00				0.00	0%	9,600.00		0.00	
689	23	2300	420	Refrigerant Piping	M Corn States Metal Fabricators	400.00				0.00	0%	400.00		0.00	
690	23	2300	420	Refrigerant Piping	L Corn States Metal Fabricators	2,000.00				0.00	0%	2,000.00		0.00	
691	23	3100	420	HVAC Ducts and Casings	M Corn States Metal Fabricators	8,620.00	8,620.00			8,620.00	100%	0.00		431.00	
692	23	3100	420	HVAC Ducts and Casings	L Corn States Metal Fabricators	9,790.00	9,790.00			9,790.00	100%	0.00		489.50	
693	23	3300	420	Air Duct Accessories	M Corn States Metal Fabricators	150.00	150.00			150.00	100%	0.00		7.50	
694	23	3300	420	Air Duct Accessories	L Corn States Metal Fabricators	100.00	100.00			100.00	100%	0.00		5.00	
695	23	3423	420	HVAC Power Ventilators	M Corn States Metal Fabricators	7,040.00				0.00	0%	7,040.00		0.00	

CONTINUATION SHEET													Application No. 18	PER TO: November 30, 2021
													APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00
1	2	3	4	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
				Sec.	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	& STORED	Complete	TO FINISH	
696	23	3423	420			HVAC Power Ventilators	L Corn States Metal Fabricators	2,250.00			0.00	0%	2,250.00	0.00
697	23	3700	420			Grilles, Registers, Diffusers	M Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00
698	23	3700	420			Grilles, Registers, Diffusers	L Corn States Metal Fabricators	590.00			0.00	0%	590.00	0.00
699	23	8101	420			Terminal Heat Transfer Units	M Corn States Metal Fabricators	3,870.00			0.00	0%	3,870.00	0.00
700	23	8101	420			Terminal Heat Transfer Units	L Corn States Metal Fabricators	270.00			0.00	0%	270.00	0.00
701	23	8127	420			Libert AC Units	M Corn States Metal Fabricators	22,400.00		20,500.00	20,500.00	92%	1,900.00	1,025.00
702	23	8127	420			Libert AC Units	L Corn States Metal Fabricators	2,800.00			0.00	0%	2,800.00	0.00
703	23	8417	420			Dehumidifiers	M Corn States Metal Fabricators	4,000.00		2,999.00	2,999.00	75%	1,001.00	149.95
704	23	8417	420			Dehumidifiers	L Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00
705	26	0000	420			UV	M Price Electric	40,000.00	34,000.00	2,000.00	36,000.00	90%	4,000.00	1,800.00
706	31	5000	420			Building excavation/backfill	M/L Iowa Earth Works	22,600.00	22,600.00		22,600.00	100%	0.00	1,130.00
707	43	2136	420			Vertical Turbine Pumps	M August Winter & Sons	50,000.00				0.00	50,000.00	0.00
708	43	2136	420			Vertical Turbine Pumps	L August Winter & Sons	125,000.00	70,449.00		70,449.00	56%	54,551.00	3,522.45
709	43	3263	420			Ultraviolet Disinfection Equipment	M August Winter & Sons	348,000.00	199,337.00		148,663.00	100%	0.00	17,400.00
710	43	3263	420			Ultraviolet Disinfection Equipment	L August Winter & Sons	80,000.00	52,000.00		52,000.00	65%	28,000.00	2,600.00
711	46	6124	420			Composite Sampler	M August Winter & Sons	9,500.00			0.00	0%	9,500.00	0.00
712	520					Aerobic Digester					0.00		0.00	0.00
713	03	0000	520			520 Aerobic Digester								
714	03	0000	520			Rebar	M/L Harris Rebar (Ambassador Steel)	480,515.00	476,215.62		476,215.62	99%	4,299.38	23,810.78
715	03	0000	520			Concrete	M Norwalk Ready Mix Concrete Inc.	218,299.34	211,894.57		211,894.57	97%	6,404.77	10,594.73
716	03	0000	520			Form & place					0.00		0.00	0.00
717	03	0000	520			Walls	L Williams Brothers Const. Inc.	729,895.05	729,895.05		729,895.05	100%	0.00	36,494.75
718	03	0000	520			Base Slab	L Williams Brothers Const. Inc.	176,922.90	176,922.90		176,922.90	100%	0.00	8,846.15
719	03	0000	520			Suspended Slab	L Williams Brothers Const. Inc.	86,070.60			0.00	0%	86,070.60	0.00
720	05	1200	520			520 Aerobic Digester	M HME, Inc.	25,269.22			0.00	0%	25,269.22	0.00
721	05	1200	520			520 Aerobic Digester	L Williams Brothers Const. Inc.	19,500.00			0.00	0%	19,500.00	0.00
722	09	9000	520			Paints and Coatings 520 Aerobic Digesters	M RP Coatings	200.00			0.00	0%	200.00	0.00
723	09	9000	520			Paints and Coatings	L RP Coatings	1,000.00			0.00	0%	1,000.00	0.00
724	31	5000	520			Building excavation/backfill	M/L Iowa Earth Works	45,200.00	33,900.00	11,300.00	45,200.00	100%	0.00	2,260.00
725	31	6613	520			Aerobic Digester	M/L Helitech	103,250.00	103,250.00		103,250.00	100%	0.00	5,162.50
726	46	4123	520			Submersible Mixing Equipment-520 Aerobic Digesters	M August Winter & Sons	90,000.00			85,000.00	94%	5,000.00	4,250.00
727	46	4123	520			Submersible Mixing Equipment	L August Winter & Sons	27,500.00			0.00	0%	27,500.00	0.00
728	46	5133	520			Flexible Membrane Diffused Aeration Equipment	M August Winter & Sons	150,000.00	26,554.00		26,554.00	18%	123,446.00	1,327.70
729	46	5133	520			Flexible Membrane Diffused Aeration Equipment	L August Winter & Sons	75,000.00	9,000.00		9,000.00	12%	66,000.00	450.00
730	550					Solids Processing Bldg					0.00		0.00	0.00
731	03	0000	550			550 Solids Processing Bldg								
732	03	0000	550			Rebar	M/L Harris Rebar (Ambassador Steel)	103,085.00	84,427.66	10,890.28	95,317.94	92%	7,767.06	4,765.90
733	03	0000	550			Concrete	M Norwalk Ready Mix Concrete Inc.	62,738.55	32,000.00		32,000.00	51%	30,738.55	1,600.00
734	03	0000	550			Form & place					0.00		0.00	0.00
735	03	0000	550			Footings	L Williams Brothers Const. Inc.	29,324.03	29,324.03		29,324.03	100%	0.00	1,466.20
736	03	0000	550			Walls	L Williams Brothers Const. Inc.	99,273.60	99,273.60		99,273.60	100%	0.00	4,963.68
737	03	0000	550			SOG	L Williams Brothers Const. Inc.	48,090.38	4,809.04	9,618.08	14,427.11	30%	33,663.26	721.36
738	03	0000	550			Suspended Slab	L Williams Brothers Const. Inc.	191,216.03			0.00	0%	191,216.03	0.00
739	03	0000	550			Columns	L Williams Brothers Const. Inc.	28,033.43			0.00	0%	28,033.43	0.00
740	03	0000	550			Mechanical Curbs	L Williams Brothers Const. Inc.	373.95			0.00	0%	373.95	0.00
741	03	1000	550			550 Solids Process	M Molin Concrete Products	33,698.00			0.00	0%	33,698.00	0.00
742	03	1000	550			550 Solids Process	L Williams Brothers Const. Inc.	10,504.00			0.00	0%	10,504.00	0.00
743	04	2000	550			550 Solids Process Brick	M Seedorff Masonry, Inc.	31,959.00			0.00	0%	31,959.00	0.00
744	04	2000	550			550 Solids Process CMU	M Seedorff Masonry, Inc.	17,861.00	1,786.00	1,786.00	5,358.00	30%	12,503.00	267.90
745	04	2000	550			550 Solids Process Insulation	M Seedorff Masonry, Inc.	10,991.00			10,991.00	100%	0.00	549.55
746	04	2000	550			550 Solids Process Brick	L Seedorff Masonry, Inc.	67,308.00			0.00	0%	67,308.00	0.00
747	04	2000	550			550 Solids Process Insulation	L Seedorff Masonry, Inc.	4,784.00			0.00	0%	4,784.00	0.00
748	04	2000	550			550 Solids Process CMU	L Seedorff Masonry, Inc.	66,418.00	6,644.00	6,640.00	13,284.00	20%	53,134.00	664.20

CONTINUATION SHEET													Application No. 18	PER. TO: November 30, 2021
													APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO. 0.00
1	2	3	4	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
				Sec	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	& STORED	Complete	TO FINISH	
749	05	1200	550			550 Solids Processing	M HME, Inc	60,231.44		21,450.00	27,455.72	81%	11,325.72	2,445.29
750	05	1200	550			550 Solids Processing	L Williams Brothers Const. Inc.	42,900.00		6,435.00	6,435.00	15%	36,465.00	321.75
751	06	1000	550			Bolted Plates & Blocking	M/L Williams Brothers Const. Inc.	8,858.42			0.00	0%	8,858.42	0.00
752	07	1713	550			Bentonite Panel Waterproofing	M Williams Brothers Const. Inc.	9,113.81			0.00	0%	9,113.81	0.00
753	07	1713	550			Bentonite Panel Waterproofing	L Williams Brothers Const. Inc.	6,370.00			0.00	0%	6,370.00	0.00
754	07	5400	550			Thermoplastic Membrane Roofing	M For Sure Roofing and Sheetmet	24,584.52			24,584.52	100%	0.00	1,229.23
755	07	5400	550			Thermoplastic Membrane Roofing	L For Sure Roofing and Sheetmet	22,068.73			0.00	0%	22,068.73	0.00
756	07	6200	550			Sheet Metal Flashing and Trim	M For Sure Roofing and Sheetmet	489.73			0.00	0%	489.73	0.00
757	07	6200	550			Sheet Metal Flashing and Trim	L For Sure Roofing and Sheetmet	4,535.16			0.00	0%	4,535.16	0.00
758	08	1116	550			Aluminum Doors and Frames	M Commercial Construction Prodt	26,700.00			8,010.00	30%	18,690.00	400.50
759	08	1116	550			Aluminum Doors and Frames	L Commercial Construction Prodt	3,700.00			0.00	0%	3,700.00	0.00
760	08	3323	550			Overhead Coilings Doors	M WD Door	19,751.50			0.00	0%	19,751.50	0.00
761	08	3323	550			Overhead Coilings Doors	L WD Door	2,784.87			0.00	0%	2,784.87	0.00
762	08	4313	550			Aluminum Framed Storefronts	M Commercial Construction Prodt	Includ above			0.00		0.00	0.00
763	08	4313	550			Aluminum Framed Storefronts	L Commercial Construction Prodt	Includ above			0.00		0.00	0.00
764	08	7100	550			Door Hardware	M Commercial Construction Prodt	Includ above			0.00		0.00	0.00
765	08	7100	550			Door Hardware	L Commercial Construction Prodt	Includ above			0.00		0.00	0.00
766	09	9000	550			Paints and Coatings 550 Solids Processing	M RP Coatings	8,000.00			0.00	0%	8,000.00	0.00
767	09	9000	550			Paints and Coatings	L RP Coatings	40,000.00			0.00	0%	40,000.00	0.00
768	22	0500	550			550 Solids Processing	M August Winter & Sons, Inc.	35,000.00	12,250.00	2,500.00	14,750.00	42%	20,250.00	737.50
769	22	0500	550			550 Solids Processing	L August Winter & Sons, Inc.	65,000.00	22,750.00	3,500.00	26,250.00	40%	38,750.00	1,312.50
770	23	0593	550			Testing, Adjusting, & Balancing	L Corn States Metal Fabricators	1,008.00			0.00	0%	1,008.00	0.00
771	23	0713	550			Duct Insulation	M Corn States Metal Fabricators	1,960.00			0.00	0%	1,960.00	0.00
772	23	0713	550			Duct Insulation	L Corn States Metal Fabricators	3,640.00			0.00	0%	3,640.00	0.00
773	23	0719	550			HVAC Piping Insulation	M Corn States Metal Fabricators	210.00			0.00	0%	210.00	0.00
774	23	0719	550			HVAC Piping Insulation	L Corn States Metal Fabricators	350.00			0.00	0%	350.00	0.00
775	23	1123	550			Facility Natural-Gas Piping	M Corn States Metal Fabricators	1,200.00			0.00	0%	1,200.00	0.00
776	23	1123	550			HVAC Sequence of Operation	M Corn States Metal Fabricators	10,000.00			0.00	0%	10,000.00	0.00
777	23	1123	550			Facility Natural-Gas Piping	L Corn States Metal Fabricators	5,300.00			0.00	0%	5,300.00	0.00
778	23	1123	550			HVAC Sequence of Operation	L Corn States Metal Fabricators	26,000.00			0.00	0%	26,000.00	0.00
779	23	2300	550			Refrigerant Piping	M Corn States Metal Fabricators	500.00			0.00	0%	500.00	0.00
780	23	2300	550			Refrigerant Piping	L Corn States Metal Fabricators	3,100.00			0.00	0%	3,100.00	0.00
781	23	3100	550			HVAC Ducts and Casings	M Corn States Metal Fabricators	51,720.00			12,928.72	25%	38,791.28	646.44
782	23	3100	550			HVAC Ducts and Casings	L Corn States Metal Fabricators	58,760.00			0.00	0%	58,760.00	0.00
783	23	3300	550			Air Duct Accessories	M Corn States Metal Fabricators	900.00			0.00	0%	900.00	0.00
784	23	3300	550			Air Duct Accessories	L Corn States Metal Fabricators	600.00			0.00	0%	600.00	0.00
785	23	3423	550			HVAC Power Ventilators	M Corn States Metal Fabricators	7,030.00			0.00	0%	7,030.00	0.00
786	23	3423	550			HVAC Power Ventilators	L Corn States Metal Fabricators	2,250.00			0.00	0%	2,250.00	0.00
787	23	3700	550			Grilles, Registers, Diffusers	M Corn States Metal Fabricators	1,390.00			0.00	0%	1,390.00	0.00
788	23	3700	550			Grilles, Registers, Diffusers	L Corn States Metal Fabricators	2,370.00			0.00	0%	2,370.00	0.00
789	23	7433	550			Packaged MAU	M Corn States Metal Fabricators	25,600.00			20,500.00	80%	5,100.00	1,025.00
790	23	7433	550			Packaged MAU	L Corn States Metal Fabricators	1,500.00			0.00	0%	1,500.00	0.00
791	23	8127	550			Libert AC Units	M Corn States Metal Fabricators	22,400.00			0.00	0%	22,400.00	0.00
792	23	8127	550			Libert AC Units	L Corn States Metal Fabricators	2,800.00			0.00	0%	2,800.00	0.00
793	26	0000	550			Solids Processing/Digestion	M Price Electric	100,000.00	8,000.00	4,000.00	12,000.00	12%	88,000.00	600.00
794	31	5000	550			Building excavation/backfill	M/L Iowa Earth Works	45,200.00	33,900.00	11,300.00	45,200.00	100%	0.00	2,260.00
795	43	1123	550			Rotary Positive Displacement Aeration Blower	M August Winter & Sons	250,000.00			228,000.00	91%	22,000.00	11,400.00
796	43	1123	550			Rotary Positive Displacement Aeration Blower	L August Winter & Sons	117,000.00			0.00	0%	117,000.00	0.00
797	43	2116	550			Double Disc Pumping Equipment	M August Winter & Sons	959,000.00	207,596.00		207,596.00	22%	751,404.00	10,379.80
798	43	2116	550			Double Disc Pumping Equipment	L August Winter & Sons	252,000.00	31,864.00		31,864.00	13%	220,136.00	1,593.20
799	46	3390	550			Polymer Feed System	M August Winter & Sons	57,000.00			0.00	0%	57,000.00	0.00
800	46	3390	550			Polymer Feed System	L August Winter & Sons	55,000.00	47,000.00		47,000.00	85%	8,000.00	2,350.00
801	46	7133	550			Rotary Drum Sludge Thickening System	M August Winter & Sons	410,000.00			0.00	0%	410,000.00	0.00

1		CONTINUATION SHEET							Application No. 18	PER. TO: November 30, 2021				
2									APPL. DATE: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00				
3	Spec	Build	City of Indianola			SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec	NO	Water Resource Recovery Facility			SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
802	46	7133	550	Rotary Drum Sludge Thickening System			L August Winter & Sons	250,000.00	2,500.00		2,500.00	1%	247,500.00	125.00
803	570	Biosolids Storage												
804	03	0000	570	570 Biosolids Storage							0.00		0.00	0.00
805	03	0000	570	Rebar	M/L	Harris Rebar (Ambassador Steel)	95,900.00	91,837.74		482.94	92,320.68	96%	3,579.32	4,616.03
806	03	0000	570	Concrete	M	Norwalk Ready Mix Concrete Inc.	85,959.16	83,873.46			83,873.46	98%	2,085.70	4,193.67
807	03	0000	570	Form & place							0.00		0.00	0.00
808	03	0000	570	Footings/Piers	L	Williams Brothers Const. Inc.	3,437.78	3,437.78			3,437.78	100%	(0.01)	171.89
809	03	0000	570	Walls	L	Williams Brothers Const. Inc.	103,142.03	103,142.03			103,142.03	100%	0.00	5,157.10
810	03	0000	570	Grade Beams	L	Williams Brothers Const. Inc.	104,188.95	104,188.95			104,188.95	100%	0.00	5,209.45
811	03	0000	570	Base Slabs	L	Williams Brothers Const. Inc.	37,083.83	37,083.83			37,083.83	100%	(0.00)	1,854.19
812	03	0000	570	SOG	L	Williams Brothers Const. Inc.	131,859.90	131,859.90			131,859.90	100%	0.00	6,593.00
813	03	0000	570	SOG Stairs	L	Williams Brothers Const. Inc.	5,799.60	5,799.60			5,799.60	100%	0.00	289.98
814	03	0000	570	Suspended Slab	L	Williams Brothers Const. Inc.	108,114.75	108,114.75			108,114.75	100%	0.00	5,405.74
815	03	0000	570	Houskeeping Pas	L	Williams Brothers Const. Inc.	9,162.45	2,290.61	2,290.61		4,581.23	50%	4,581.23	229.06
816	03	0000	570	Mechanical Curbs	L	Williams Brothers Const. Inc.	1,902.15				0.00	0%	1,902.15	0.00
817	03	1000	570	570 Biosolids Bldg	M	Molin Concrete Products	1,579.00				0.00	0%	1,579.00	0.00
818	03	1000	570	570 Biosolids Bldg	L	Williams Brothers Const. Inc.	10,504.00				0.00	0%	10,504.00	0.00
819	04	2000	570	570 Biosolids Insulation	M	Seedorff Masonry, Inc.	1,774.00			593.00	593.00	33%	1,181.00	29.65
820	04	2000	570	570 Biosolids Brick	M	Seedorff Masonry, Inc.	5,349.00				0.00	0%	5,349.00	0.00
821	04	2000	570	570 Biosolids CMU	M	Seedorff Masonry, Inc.	2,743.00			357.00	357.00	13%	2,386.00	17.85
822	04	2000	570	570 Biosolids Insulation	L	Seedorff Masonry, Inc.	784.00				0.00	0%	784.00	0.00
823	04	2000	570	570 Biosolids Brick	L	Seedorff Masonry, Inc.	10,746.00				0.00	0%	10,746.00	0.00
824	04	2000	570	570 Biosolids CMU	L	Seedorff Masonry, Inc.	11,553.00				0.00	0%	11,553.00	0.00
825	05	1200	570	570 Biosolids Storage	M	HME, Inc.	12,121.64			9,697.31	9,697.31	80%	2,424.33	484.87
826	05	1200	570	570 Biosolids Storage	L	Williams Brothers Const. Inc.	33,800.00	3,380.00	3,380.00		3,380.00	10%	30,420.00	169.00
827	06	1000	570	Bolted Plates & Blocking	M/L	Williams Brothers Const. Inc.	8,858.42				0.00	0%	8,858.42	0.00
828	07	1353	570	Elastomeric Deck Coverings	M	RP Coatings	4,000.00				0.00	0%	4,000.00	0.00
829	07	1353	570	Elastomeric Deck Coverings	L	RP Coatings	8,000.00				0.00	0%	8,000.00	0.00
830	07	1713	570	Bentonite Panel Waterproofing	M	Williams Brothers Const. Inc.	7,800.00	7,800.00			7,800.00	100%	0.00	390.00
831	07	1713	570	Bentonite Panel Waterproofing	L	Williams Brothers Const. Inc.	5,850.00	4,680.00	1,170.00		5,850.00	100%	0.00	292.50
832	07	5400	570	Thermoplastic Membrane Roofing	M	For Sure Roofing and Sheetmetal	977.35			977.35	977.35	100%	0.00	48.87
833	07	5400	570	Thermoplastic Membrane Roofing	L	For Sure Roofing and Sheetmetal	876.16				0.00	0%	876.16	0.00
834	07	6200	570	Sheet Metal Flashing and Trim	M	For Sure Roofing and Sheetmetal	301.34				0.00	0%	301.34	0.00
835	07	6200	570	Sheet Metal Flashing and Trim	L	For Sure Roofing and Sheetmetal	180.08				0.00	0%	180.08	0.00
836	08	1116	570	Aluminum Doors and Frames	M	Commercial Construction Products	9,000.00			2,700.00	2,700.00	30%	6,300.00	135.00
837	08	1116	570	Aluminum Doors and Frames	L	Commercial Construction Products	1,800.00				0.00	0%	1,800.00	0.00
838	08	3100	570	Access Doors and Panels	M	Nystrom	1,676.00			1,676.00	1,676.00	100%	0.00	83.80
839	08	3100	570	Access Doors and Panels	L	Williams Brothers Const. Inc.	490.29		490.29		490.29	100%	0.00	24.51
840	08	4313	570	Aluminum Framed Storefronts	M	Commercial Construction Products	Includ above				0.00		0.00	0.00
841	08	4313	570	Aluminum Framed Storefronts	L	Commercial Construction Products	Includ above				0.00		0.00	0.00
842	08	7100	570	Door Hardware	M	Commercial Construction Products	Includ above				0.00		0.00	0.00
843	08	7100	570	Door Hardware	L	Commercial Construction Products	Includ above				0.00		0.00	0.00
844	09	9000	570	Paints and Coatings 570 BioSolids Storage	M	RP Coatings	800.00				0.00	0%	800.00	0.00
845	09	9000	570	Paints and Coatings	L	RP Coatings	2,000.00				0.00	0%	2,000.00	0.00
846	23	0593	570	Testing, Adjusting, & Balancing	L	Corn States Metal Fabricators	756.00				0.00	0%	756.00	0.00
847	23	1123	570	HVAC Sequence of Operation	M	Corn States Metal Fabricators	5,000.00				0.00	0%	5,000.00	0.00
848	23	1123	570	HVAC Sequence of Operation	L	Corn States Metal Fabricators	13,000.00				0.00	0%	13,000.00	0.00
849	23	3100	570	HVAC Ducts and Casings	M	Corn States Metal Fabricators	10,770.00			8,560.00	8,560.00	79%	2,210.00	428.00
850	23	3100	570	HVAC Ducts and Casings	L	Corn States Metal Fabricators	12,240.00				0.00	0%	12,240.00	0.00
851	23	3300	570	Air Duct Accessories	M	Corn States Metal Fabricators	190.00				0.00	0%	190.00	0.00
852	23	3300	570	Air Duct Accessories	L	Corn States Metal Fabricators	130.00				0.00	0%	130.00	0.00
853	23	3423	570	HVAC Power Ventilators	M	Corn States Metal Fabricators	12,310.00				0.00	0%	12,310.00	0.00
854	23	3423	570	HVAC Power Ventilators	L	Corn States Metal Fabricators	3,940.00				0.00	0%	3,940.00	0.00

1		CONTINUATION SHEET										Application No. 18		PER TO: November 30, 2021		
2												APPL DATE: November 30, 2021		ENGINEER'S PROJECT NO.: 0.00		
3	Spec		Build		City of Indianola		SUPPLIER/		SCHEDULED	----- WORK COMPLETED -----		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE
4	Sec.		NO		Water Resource Recovery Facility		SUBCONTRACTOR		VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
855	23	8101	570		Terminal Heat Transfer Units	M	Corn States Metal Fabricators		15,480.00			15,480.00	15,480.00	100%	0.00	774.00
856	23	8101	570		Terminal Heat Transfer Units	L	Corn States Metal Fabricators		1,060.00				0.00	0%	1,060.00	0.00
857	33	3613	570		Bolted Steel Wastewater Storage Tank-120' Tank	M	Great Plains Structurs LLC		320,775.00	320,775.00			320,775.00	100%	0.00	16,038.75
858	33	3613	570		Bolted Steel Wastewater Storage Tank	L	Great Plains Structurs LLC		100,090.00	100,090.00			100,090.00	100%	0.00	5,004.50
859	31	6613.1	570		Biosolids Tank	M/L	Helitech		405,301.00	405,301.00			405,301.00	100%	0.00	20,265.05
860	31	5000	570		Building excavation/backfill storage tank	M/L	Iowa Earth Works		22,600.00		16,950.00		22,600.00	100%	0.00	1,130.00
861	43	2137	570		Chopper Pumps	M	August Winter & Sons		70,000.00	70,000.00			70,000.00	100%	0.00	3,500.00
862	43	2137	570		Chopper Pumps	L	August Winter & Sons		160,000.00	69,898.00			69,898.00	44%	90,102.00	3,494.90
863	46	4121	570		Jet Mixing Equipment	M	August Winter & Sons		80,000.00	80,000.00			80,000.00	100%	0.00	4,000.00
864	46	4121	570		Jet Mixing Equipment	L	August Winter & Sons		111,000.00	98,800.00	10,000.00	0.00	108,800.00	98%	2,200.00	5,440.00
865																
866							Original Contract totals		45,600,000.00	27,748,338.05	1,184,372.88	2,604,485.93	31,537,196.86	69.21	14,062,803.14	1,576,859.84

1		CONTINUATION SHEET				Application No. 18	PER TO: November 30, 2021					
2						APPL DATE: November 30, 2021	ENGINEER'S PROJECT NO.: 0.00					
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED	MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE	
4	Sec.	NO.	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH	
867	CHANGE ORDERS								0.00			
868	1		PCO 002		714.00				0.00	0%	714.00	0.00
869			PCO 003		5,932.00				0.00	0%	5,932.00	0.00
870			PCO 004		1,766.00				0.00	0%	1,766.00	0.00
871			PCO 007A		(35,381.00)	(35,381.00)			(35,381.00)		0.00	(1,769.05)
872			PCO 010A		6,701.00				0.00	0%	6,701.00	0.00
873			PCO 011A		22,636.00	22,636.00			22,636.00	100%	0.00	1,131.80
874	2		PCO 014		(26,011.00)	(10,202.20)			(10,202.20)	39%	(15,808.80)	(510.11)
875			PCO 001C		11,444.00	0.00			0.00	0%	11,444.00	0.00
876			PCO 008		323.00	0.00			0.00	0%	323.00	0.00
877			PCO 009		11,450.00	11,450.00			11,450.00	100%	0.00	572.50
878			PCO 017		(3,174.00)	0.00			0.00	-0%	(3,174.00)	0.00
879			PCO 018A		6,442.00	6,442.00			6,442.00	100%	0.00	322.10
880	3		PCO005A		(1,058.00)	0.00			0.00	-0%	(1,058.00)	0.00
881			PCO013A		(9,006.00)	(9,006.00)			(9,006.00)	100%	0.00	(450.30)
882			PCO015A		12,878.00	12,878.00			12,878.00	100%	0.00	643.90
883			PCO016A		3,717.00	0.00			0.00	0%	3,717.00	0.00
884			PCO019B		(18,775.00)	(12,012.50)			(12,012.50)	64%	(6,762.50)	(600.63)
885			PCO020		397.00	397.00			397.00	100%	0.00	19.85
886			PCO021A		5,452.00	0.00			0.00	0%	5,452.00	0.00
887			PCO22A		(54,676.00)	(54,676.00)			(54,676.00)	100%	0.00	(2,733.80)
888			PCO024B		1,190.00	0.00			0.00	0%	1,190.00	0.00
889			PCO028		(3,047.00)	(2,880.00)			(2,880.00)	95%	(167.00)	(144.00)
890			PCO029		17,633.00	17,633.00			17,633.00	100%	0.00	881.65
891			PCO030		(2,063.00)	0.00			0.00	-0%	(2,063.00)	0.00
892	4		PCO006B		5,513.00	1,102.60			1,102.60	20%	4,410.40	55.13
893			PCO023		(9,297.00)	0.00			0.00	-0%	(9,297.00)	0.00
894			PCO025A		(32,753.00)	0.00			0.00	-0%	(32,753.00)	0.00
895			PCO026A		5,458.00	0.00			0.00	0%	5,458.00	0.00
896			PCO027B		(28,868.00)	(28,868.00)			(28,868.00)	100%	0.00	(1,443.40)
897			PCO031		5,484.00	707.00			707.00	13%	4,777.00	35.35
898			PCO032		3,406.00	0.00			0.00	0%	3,406.00	0.00
899			PCO033		2,044.00	0.00			0.00	0%	2,044.00	0.00
900			PCO034		(3,896.00)	0.00			0.00	-0%	(3,896.00)	0.00
901			PCO035		1,042.00	1,042.00			1,042.00	100%	0.00	52.10
902			PCO036		14,304.00	0.00			0.00	0%	14,304.00	0.00
903			PCO037		1,000.00	1,000.00			1,000.00	100%	0.00	50.00
904			PCO038A		7,791.00	0.00			0.00	0%	7,791.00	0.00
905				TOTAL CHANGE ORDERS	(73,288.00)	(77,738.10)	0.00	0.00	(77,738.10)	13.31	4,450.10	(3,886.91)
906												
907				TOTAL REVISED CONTRACT AM	45,526,712.00	27,670,599.95	1,184,372.88	2,604,485.93	31,459,458.76	69%	14,067,253.24	1,572,972.94

1	CONTINUATION SHEET										Application No. 18		PER TO: November 30, 2021	
2											APPL DATE: November 30, 2021		ENGINEER'S PROJECT NO.: 0.00	
3	Spec	Build	City of Indianola	SUPPLIER/	SCHEDULED	WORK COMPLETED		MATERIALS	TOTAL COMPL	%	BALANCE	RETAINAGE		
4	Sec	NO	Water Resource Recovery Facility	SUBCONTRACTOR	VALUE	PREV APPL	THIS PERIOD	STORED	& STORED	Complete	TO FINISH			
908				Summary by subcontract										
909				Description	Vender Name									
910		2359530'	AUGU03	Plumbing, Mechanical & Equip	August Winter & Sons Inc.	11,821,269.00	4,972,217.00	101,000.00	1,428,082.70	6,501,299.70	55%	5,319,969.30	325,064.99	
911		2333530'	COMM19	Metal Doors/Frames/Hardware	Commercial Construction	199,187.74	0.00	0.00	58,006.98	58,006.98	29%	141,180.76	2,900.35	
912		2324530'	CORN01	HVAC	Corn States Metal Fabricators	1,411,950.00	88,189.00	18,300.00	315,711.65	422,200.65	30%	989,749.35	21,110.03	
913		2334530'	DESM03	Gate Operators/Gates/Fence	Des Moines Steel Fence Co Inc	75,420.00	0.00	0.00	0.00	0.00	0%	75,420.00	0.00	
914		2332530'	EPCO01	Plastic Toilet Compartments	EPCO Ltd., Inc.	2,780.00	0.00	0.00	0.00	0.00	0%	2,780.00	0.00	
915		2378530'	FORS01	Thermoplastic Membrane Roof	For Sure Roofing & Sheetmetal	169,961.00	31,411.96	0.00	60,896.91	92,308.87	54%	77,652.13	4,615.44	
916		2336530'	GREAO6	Bolted Steel WW Tanks	Great Plains Structures LLC	799,200.00	420,865.00	0.00	239,520.00	660,385.00	83%	138,815.00	33,019.25	
917		2323530'	HARR07	Concrete Reinforcing Work	Harris Rebar/Ambassador Steel	1,790,000.00	1,654,997.35	31,241.53	45,435.23	1,731,674.11	97%	58,325.89	86,583.71	
918		2353530'	HEAR10	Acoustical Ceiling Tile Work	Heartland Finishes Inc.	4,675.00	0.00	0.00	0.00	0.00	0%	4,675.00	0.00	
919		2320530'	HELJ01	Rammed Agg Piers/Pile Load Test	Helitech	833,300.00	833,300.00	0.00	0.00	833,300.00	100%	0.00	41,665.00	
920		2371530'	HME01	Structural Steel Framing	HME Inc.	483,579.00	106,490.01	46,112.78	207,797.21	360,400.00	75%	123,179.00	18,020.00	
921		2338530'	INNO05	Lab Furniture/Countertops	Innovative Laboratory Systems	38,100.00	0.00	0.00	0.00	0.00	0%	38,100.00	0.00	
922		2356530'	IOWA11	Excavation and Site Grading	Iowa Earth Works	1,412,821.50	1,037,492.50	107,350.00	0.00	1,144,842.50	81%	267,979.00	57,242.13	
923		2361530'	J&KC01	Site Utilities/Ext Mechanical	J & K Contracting LLC	3,575,690.00	2,907,272.63	76,600.94	167,249.73	3,151,123.30	88%	424,566.70	157,556.16	
924		2327530'	JIMS03	Tiling & Resilient Flooring	Jim's Carpet One	12,000.00	0.00	0.00	0.00	0.00	0%	12,000.00	0.00	
925		2331530'	JOHJ14	Fire Protection Specialties	Johnson Specialty Sales, Ltd.	1,525.00	0.00	0.00	0.00	0.00	0%	1,525.00	0.00	
926		2325530'	MIDW59	Fire Suppression Work	Midwest Automatic Fire	51,450.00	0.00	0.00	0.00	0.00	0%	51,450.00	0.00	
927		2372530'	MOLI01	Structural Precast Hollow Core	Molin Concrete Products	205,460.00	58,397.00	0.00	25,847.52	84,244.52	41%	121,215.48	4,212.23	
928		2346530'	NORW02	Ready Mix Concrete	Norwalk Ready-Mix Concrete I	1,792,116.61	1,157,230.80	28,000.00	0.00	1,185,230.80	66%	606,885.81	59,261.54	
929		2322530'	NYS01	Access Doors	Nystrom, Inc.	4,533.00	534.00	801.00	2,773.00	4,108.00	91%	425.00	205.40	
930		2330530'	OSDI01	Metal Lockers	OSDI	4,707.00	0.00	0.00	0.00	0.00	0%	4,707.00	0.00	
931		2339530'	PARK10	Parking Lot Striping/Signs	Parking Lot Specialties LLC	1,185.00	0.00	0.00	0.00	0.00	0%	1,185.00	0.00	
932		2329530'	PREM05	Window Shades	Premier Edge LLC	1,788.00	0.00	0.00	0.00	0.00	0%	1,788.00	0.00	
933		2354530'	PRJC02	Electronic Safety and Security	Price Electric	5,047,246.44	3,083,061.46	415,398.00	18,940.00	3,517,399.46	70%	1,529,846.99	175,869.97	
934		2369530'	RIVE09	Metal Bldg Systems Erection	Riverview Construction Compa	327,899.00	218,073.20	109,825.80	0.00	327,899.00	100%	0.00	16,394.95	
935		2326530'	RPCO01	Deck/Wall Coverings/Paint/Flor	RP Coatings, Inc.	470,000.00	77,100.00	30,000.00	0.00	107,100.00	23%	362,900.00	5,355.00	
936		2376530'	SEED02	Masonry Work	Seedorff Masonry, Inc.	1,136,783.00	526,190.00	8,426.00	34,225.00	568,841.00	50%	567,942.00	28,442.05	
937		2321530'	SOIL02	Landscape work	Soil Tek	220,000.00	51,194.00	300.00	0.00	51,494.00	23%	168,506.00	2,574.70	
938		2328530'	WAIT01	Bridge Crane/Hoist/Monorail	Waite Equipment Company	50,500.00	0.00	0.00	0.00	0.00	0%	50,500.00	0.00	
939		2335530'	WDD01	Overhead Coiling/Sect Doors	WD Door	100,900.00	0.00	0.00	0.00	0.00	0%	100,900.00	0.00	
940				Williams Brothers Const. Inc.		13,480,685.71	10,446,584.05	211,016.83	0.00	10,657,600.88	79%	2,823,084.83	532,880.04	
941				TOTALS		45,526,712.00	27,670,599.95	1,184,372.88	2,604,485.93	31,459,458.76	69%	14,067,253.24	1,572,972.94	

PARTIAL WAIVER OF LIEN

Application No. 18

STATE OF ILLINOIS}
 } ss.
PEORIA COUNTY }

November 30, 2021**TO ALL WHOM IT MAY CONCERN:**

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

Indianola Water Resource Recovery Facility

Situated on Lot:

10939 Grimes St.
Indianola IA 50125

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

NOW, THEREFORE, KNOW YE That the undersigned, for and in consideration of Eight Hundred Ninety
One Thousand One Hundred Forty Five and 50/100 \$891,145.50 Dollars,
and other good and valuable considerations, the receipt whereof is hereby acknowledged, do we hereby
waive and release any and all lien or claim or right of lien on said above described building and premises
under the Statutes of the State of Iowa relating to Mechanic's Liens, on account of labor or materials, or
both, furnished by the undersigned to or on account of the said City of Indianola
for said building or premises up to and including the day of November 30, 2021

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

WILLIAMS BROTHERS CONSTRUCTION INC. (SEAL)

Subscribed and sworn to before me this November 30, 2021

Notary Public :

By:

Jacqueline Smith, Treasurer

(SEAL)





208 1ST AVENUE SOUTH
ALTOONA, IA 50009

Invoice

Date	Invoice #
11/12/2021	16740

Bill To
PRICE INDUSTRIAL ELECTRIC 405 N. TROY ROAD ROBINS, IA 52328-9633

Ship To
Indianola WRRF

P.O. Number	Terms	Ship/Service	Via	F.O.B.	Project
200382-505-16298-JJ	NET 30	11/12/2021	BEST WAY	ALTOONA	2215C Indianola WRRF

Quantity	Price Each	Description	Amount
1	80,280.00	Electrical Gear Complete	80,280.00
1	910.00	Field Order 10-Chemical Feed Scale	910.00
1	263.00	Field Order 9-Circuit Breaker Changes	263.00
-1	6,467.00	Field Order 16-100HP VFD & Disconnect Switch	-6,467.00
1	2,425.00	Field Order 20-Relocate Influent Sampler	2,425.00

Phone # 515-967-5874

E-mail jetcoinfo@jetcoelectric.com

Total

\$77,411.00

Riverview Construction Company Inc.

3023 Birch Ave
Richland, IA 52585

Invoice

Date	Invoice #
11/17/2021	18239797

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

P.O. No.	Terms	Project
	upon receipt	

Quantity	Description	Rate	Amount
	3rd draw on labor	20,438.47	20,438.47
		Total	\$20,438.47

MOLIN CONCRETE PRODUCTS COMPANY

415 LILAC STREET
LINO LAKES, MN 55014
651-786-7722 PHONE
651-786-0229 FAX

DATE
12/8/2021

INVOICE #
17710292

SOLD
TO

WILLIAMS BROS CONST INC
PO BOX 1366
PEORIA, IL 61654

FOR:

INDIANOLA WATER FACILITY
GRIMES & 110TH AVE
INDIANOLA, IA 50125

DATE SHIPPED THRU	JOB NUMBER	CUSTOMER ORDER NUMBER	TERMS	IT IS MOLIN'S POLICY TO ENFORCE ALL RIGHTS TO BE PAID FOR THIS WORK. ANY COLLECTION FEES INCURRED WILL BE THE RESPONSIBILITY OF THE CUSTOMER
11/30/2021	20-0069		NET 30 DAYS	

Ticket
No.

DESCRIPTION

AMOUNT

OXIDATION DITCH PRECAST PANELS

\$25,847.52

**OUR MISSION IS BUILDING CUSTOMER SATISFACTION
THROUGH GENERATIONS OF TEAMWORK**

**TOTAL INVOICE
AMOUNT**

\$25,847.52

PLEASE SEND PAYMENT TO ADDRESS ABOVE.



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: December 20, 2021
Subject: Approval of Payment Application Number 6 from Absolute Concrete for the Streetscape Project in the amount of \$140,251.48

Introduction: Absolute Concrete has submitted Payment Application Number 6 for the Streetscape Project.

Background: Pay Request #6 includes the quantities for work completed in November.

Discussion: Phase 1 sidewalk reconstruction in front of the businesses has been completed and work has started on the concrete banding, seat walls, and planter curbs between the sidewalks and back of curb. In the upcoming weeks, Absolute Concrete plans to complete all concrete work between the sidewalk and back of curb and install the sidewalk pavers, street lighting, pavement markings, and signage for Phase 1.

Budget Impact: \$140,251.48

Recommendation: Approval of the application is recommended.

Attachments:

1. Pay Request 006_CoverLetter-Signed
2. PA#6_ Nov 21-Signed



**BOLTON
& MENK**

Real People. Real Solutions.

430 E Grand Avenue
Suite 101
Des Moines, IA 50309

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

December 10, 2021

Akhilesh Pal, Public Works Director
Charlie Dissell, Director of Community & Economic Development
City of Indianola
110 N 1st Street
Indianola, IA 50125

RE: City Square Reconstruction
Pay Request #6
City of Indianola, IA
BMI Project No.: T62.121517

Dear Mr. Pal & Dissell,

Enclosed is Pay Request (PR) #6 in the amount of \$140,251.48 for your review and acceptance for the above referenced project. Pay Request #6 includes the quantities for work completed in November. The documents have been signed by the Engineer and are recommended for approval.

Phase 1 sidewalk reconstruction in front of the businesses has been completed and work has started on the concrete banding, seat walls, and planter curbs between the sidewalks and back of curb. In the upcoming weeks Absolute Concrete plans to complete all concrete work between the sidewalk and back of curb and install the sidewalk pavers, street lighting, pavement markings, and signage for Phase 1.

Please let me know if you have any questions.

Sincerely,

Bolton & Menk, Inc.

Charles N. Kahlsdorf PE, PMP
Project Manager

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT



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

Date of Council Meeting: December 20, 2021
PAYMENT REQUEST # 6
PAYMENT PERIOD: From: October 24, 2021 Through: November 27, 2021

Contract Summary

Original Contract Amount:	\$	8,499,759.80	
Net change by Change Orders:	\$	87,794.68	
Revised Contract Amount: (line 1 ± 2)	\$	8,587,554.48	
Total completed and stored to date:	\$	2,234,630.95	
Retainage: 5 % of Completed Work:	\$	111,731.55	
Total Earned less Retainage:	\$	2,122,899.40	
Less previous applications for payment:	\$	1,982,647.92	
SUBTOTAL	\$		140,251.48

OTHER CHARGES (Attach an itemized list) \$ -

CURRENT PAYMENT DUE \$ 140,251.48

Balance to finish, including retainage: \$ 6,464,655.08

Contract Time Remaining (If applicable) 679.00 CALENDAR DAYS

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

Construction Contractor Approval: Absolute Concrete Construction Inc.

Signature: Eli Hartog Firm Name: Absolute Concrete Construction Inc. Date: 12-6-21

Engineer / Consultant Approval: Bolton & Menk, Inc.

Signature: CN K... Firm Name: Bolton & Menk, Inc. Date: 06 DEC 2021

City of Indianola Approval:

Signature: _____ Date: _____

Submit to: Akhilesh Pal, P.E. - Public Works Director

E-mail: apal@indianolaiowa.gov **Phone:** (515) 961-9415

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

Previous Applications for Payment

No.	Date	Amount
1	July 6, 2021	\$ 214,430.91
2	August 16, 2021	\$ 574,177.32
3	September 20, 2021	\$ 456,589.95
4	October 18, 2021	\$ 454,785.29
5	November 15, 2021	\$ 282,664.45
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
32		
33		
34		
35		

Previous Applications for Payment

No.	Date	Amount
36		
37		
38		
39		
40		
41		
42		
43		
44		
45		
46		
47		
48		
49		
50		
51		
52		
53		
54		
55		
56		
57		
58		
59		
60		
61		
62		
63		
64		
65		
66		
67		
68		
69		
70		

TOTAL \$ 1,982,647.92

Record of Change Orders

No.	Date	Amount
1	June 22, 2021	\$ 14,919.55
2	August 16, 2021	\$ 24,257.13
3	September 20, 2021	\$ 21,645.00
4	October 18, 2021	\$ 26,973.00
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		

TOTAL \$ 87,794.68

Contract Time Remaining

Contract Period:	CALENDAR DAYS
Original Contract Date:	May 3, 2021
Original Completion Date:	October 30, 2023
Added by Change Order:	
Contract Time to Date:	910.00
Time Used to Date:	231.00
Contract Time Remaining:	<u>679.00</u>

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

CONTRACT PRICE DETAIL

ITEM NO.	DESCRIPTION (Include Change Order # if Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	EXTENDED PRICE	QUANTITY COMPLETE	VALUE OF COMPLETED WORK	REMAINING QUANTITY	PERCENT COMPLETE
DIVISION 1											
1	AMENDED PLANTING SOIL	CY	352.00		352.00	\$ 85.00	\$ 29,920.00		\$ -	352.00	0.00%
2	ENGINEERED SOIL	CY	140.00		140.00	\$ 80.00	\$ 11,200.00		\$ -	140.00	0.00%
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00		360.00	\$ 265.00	\$ 95,400.00	53.33	\$ 14,132.45	306.67	14.81%
4	EXCAVATION, CLASS 10	CY	8,313.60		8,313.60	\$ 18.00	\$ 149,644.80	2,459.20	\$ 44,265.60	5,854.40	29.58%
5	SUBGRADE PREPARATION	SY	17,500.00		17,500.00	\$ 4.00	\$ 70,000.00	3,972.00	\$ 15,888.00	13,528.00	22.70%
6	SUBGRADE TREATMENT, GEO-GRID	SY	7,400.00		7,400.00	\$ 6.00	\$ 44,400.00	2,944.80	\$ 17,668.80	4,455.20	39.79%
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00		17,500.00	\$ 12.50	\$ 218,750.00	3,972.00	\$ 49,650.00	13,528.00	22.70%
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00		5,425.00	\$ 10.50	\$ 56,962.50	1,753.97	\$ 18,416.69	3,671.03	32.33%
9	TRENCH FOUNDATION	TON	100.00		100.00	\$ 55.00	\$ 5,500.00		\$ -	100.00	0.00%
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00		700.00	\$ 85.00	\$ 59,500.00		\$ -	700.00	0.00%
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00		1,024.00	\$ 425.00	\$ 435,200.00		\$ -	1,024.00	0.00%
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00		38.00	\$ 5,000.00	\$ 190,000.00		\$ -	38.00	0.00%
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00		110.00	\$ 145.00	\$ 15,950.00		\$ -	110.00	0.00%
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00		1,860.00	\$ 150.00	\$ 279,000.00	474.00	\$ 71,100.00	1,386.00	25.48%
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00		455.00	\$ 175.00	\$ 79,625.00	411.00	\$ 71,925.00	44.00	90.33%
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00		270.00	\$ 200.00	\$ 54,000.00	265.00	\$ 53,000.00	5.00	98.15%
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00		380.00	\$ 275.00	\$ 104,500.00	380.00	\$ 104,500.00	-	100.00%
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00		1,110.00	\$ 30.00	\$ 33,300.00	707.00	\$ 21,210.00	403.00	63.69%
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00		4,350.00	\$ 25.00	\$ 108,750.00	1,393.00	\$ 34,825.00	2,957.00	32.02%
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00		1,220.00	\$ 28.00	\$ 34,160.00	20.00	\$ 560.00	1,200.00	1.64%
21	SUBDRAIN CLEANOUT	EA	25.00		25.00	\$ 1,000.00	\$ 25,000.00	7.00	\$ 7,000.00	18.00	28.00%
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00		40.00	\$ 275.00	\$ 11,000.00	16.00	\$ 4,400.00	24.00	40.00%
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00		180.00	\$ 55.00	\$ 9,900.00	92.75	\$ 5,101.25	87.25	51.53%
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00		2,700.00	\$ 110.00	\$ 297,000.00	454.00	\$ 49,940.00	2,246.00	16.81%
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00		1,462.00	\$ 15.00	\$ 21,930.00	618.00	\$ 9,270.00	844.00	42.27%
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00		52.00	\$ 2,300.00	\$ 119,600.00	8.00	\$ 18,400.00	44.00	15.38%
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00	1.00	2.00	\$ 3,500.00	\$ 7,000.00	1.00	\$ 3,500.00	1.00	50.00%
28	WATER SERVICE CURB STOP AND BOX	EA	53.00		53.00	\$ 885.00	\$ 46,905.00	9.00	\$ 7,965.00	44.00	16.98%
29	TEMPORARY WATER SYSTEM	LS	1.00		1.00	\$ 165,000.00	\$ 165,000.00		\$ -	1.00	0.00%
30	VALVE, GATE, 6 INCH	EA	1.00		1.00	\$ 1,800.00	\$ 1,800.00		\$ -	1.00	0.00%
31	VALVE, GATE, 8 INCH	EA	8.00		8.00	\$ 2,300.00	\$ 18,400.00	2.00	\$ 4,600.00	6.00	25.00%
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00	1.00	4.00	\$ 7,000.00	\$ 28,000.00	1.00	\$ 7,000.00	3.00	25.00%
33	FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 6,800.00	\$ 27,200.00	2.00	\$ 13,600.00	2.00	50.00%
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00		1.00	\$ 3,800.00	\$ 3,800.00		\$ -	1.00	0.00%
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00		6.00	\$ 1,000.00	\$ 6,000.00	2.00	\$ 2,000.00	4.00	33.33%
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00		6.00	\$ 7,100.00	\$ 42,600.00		\$ -	6.00	0.00%
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00		15.00	\$ 5,500.00	\$ 82,500.00	3.00	\$ 16,500.00	12.00	20.00%
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00		6.00	\$ 8,800.00	\$ 52,800.00	5.00	\$ 44,000.00	1.00	83.33%
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00		1.00	\$ 12,000.00	\$ 12,000.00	1.00	\$ 12,000.00	-	100.00%
40	INTAKE, SW-501	EA	28.00		28.00	\$ 4,500.00	\$ 126,000.00	11.00	\$ 49,500.00	17.00	39.29%
41	INTAKE, SW-511	EA	1.00		1.00	\$ 4,500.00	\$ 4,500.00	1.00	\$ 4,500.00	-	100.00%
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00		6.00	\$ 3,200.00	\$ 19,200.00		\$ -	6.00	0.00%
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00		3.00	\$ 6,000.00	\$ 18,000.00	2.00	\$ 12,000.00	1.00	66.67%
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00		6.00	\$ 5,500.00	\$ 33,000.00		\$ -	6.00	0.00%
45	REMOVE MANHOLE	EA	9.00		9.00	\$ 1,000.00	\$ 9,000.00	3.00	\$ 3,000.00	6.00	33.33%
46	REMOVE INTAKE	EA	18.00		18.00	\$ 1,000.00	\$ 18,000.00	7.00	\$ 7,000.00	11.00	38.89%
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00		3,700.00	\$ 65.00	\$ 240,500.00	22.92	\$ 1,489.80	3,677.08	0.62%
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00		10,900.00	\$ 85.00	\$ 926,500.00	3,686.18	\$ 313,325.30	7,213.82	33.82%
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00		250.00	\$ 130.00	\$ 32,500.00	96.16	\$ 12,500.80	153.84	38.46%
50	PCC CURB AND GUTTER, 2'	LF	6,775.00		6,775.00	\$ 80.00	\$ 542,000.00	1,479.23	\$ 118,338.40	5,295.77	21.83%
51	CONCRETE MEDIAN	SY	55.00		55.00	\$ 100.00	\$ 5,500.00		\$ -	55.00	0.00%
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00		4,850.00	\$ 12.00	\$ 58,200.00	1,603.14	\$ 19,237.68	3,246.86	33.05%
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00		4,300.00	\$ 45.00	\$ 193,500.00	1,349.31	\$ 60,718.95	2,950.69	31.38%
54	SIDEWALK, PCC, 6 INCH	SY	960.00		960.00	\$ 50.00	\$ 48,000.00	263.94	\$ 13,197.00	696.06	27.49%
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00		170.00	\$ 95.00	\$ 16,150.00	73.86	\$ 7,016.70	96.14	43.45%
56	SIDEWALK UNIT PAVER W/ PCC BASE	SF	4,225.00		4,225.00	\$ 25.00	\$ 105,625.00		\$ -	4,225.00	0.00%
57	DETECTABLE WARNING	SF	640.00		640.00	\$ 50.00	\$ 32,000.00	192.00	\$ 9,600.00	448.00	30.00%
58	DRIVEWAY, PAVED, PCC, 6 INCH	SY	240.00		240.00	\$ 55.00	\$ 13,200.00	138.58	\$ 7,621.90	101.42	57.74%
59	PAVEMENT REMOVAL	SY	24,700.00		24,700.00	\$ 14.00	\$ 345,800.00	6,795.80	\$ 95,141.20	17,904.20	27.51%
60	STORAGE AGGREGATE	TON	5,420.00		5,420.00	\$ 40.00	\$ 216,800.00	1,814.92	\$ 72,596.80	3,605.08	33.49%
61	FILTER AGGREGATE	TON	1,330.00		1,330.00	\$ 45.00	\$ 59,850.00	375.86	\$ 16,913.70	954.14	28.26%
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00		5,160.00	\$ 62.50	\$ 322,500.00	1,331.00	\$ 83,187.50	3,829.00	25.79%
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00		2,100.00	\$ 25.00	\$ 52,500.00		\$ -	2,100.00	0.00%
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00		65.00	\$ 575.00	\$ 37,375.00	18.93	\$ 10,884.75	46.07	29.12%
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00		27.00	\$ 730.00	\$ 19,710.00		\$ -	27.00	0.00%
66	PAINTED SYMBOLS AND LEGENDS	EA	15.00		15.00	\$ 325.00	\$ 4,875.00		\$ -	15.00	0.00%
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00		45.00	\$ 425.00	\$ 19,125.00	1.00	\$ 425.00	44.00	2.22%
68	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 75,000.00	\$ 75,000.00	0.26	\$ 19,500.00	0.74	26.00%
69	SOD	SQ	100.00		100.00	\$ 75.00	\$ 7,500.00	22.15	\$ 1,661.25	77.85	22.15%
70	DECIDUOUS SHRUBS	EA	60.00		60.00	\$ 150.00	\$ 9,000.00		\$ -	60.00	0.00%
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00		2,134.00	\$ 20.00	\$ 42,680.00		\$ -	2,134.00	0.00%
72	DECIDUOUS TREE	EA	43.00		43.00	\$ 550.00	\$ 23,650.00		\$ -	43.00	0.00%
73	TREE GRATE AND FRAME	EA	24.00		24.00	\$ 500.00	\$ 12,000.00		\$ -	24.00	0.00%
74	SWPPP PREPARATION	LS	1.00		1.00	\$ 2,000.00	\$ 2,000.00	1.00	\$ 2,000.00	-	100.00%
75	SWPPP MANAGEMENT	LS	1.00		1.00	\$ 13,500.00	\$ 13,500.00	0.26	\$ 3,510.00	0.74	26.00%
76	FILTER SOCK, 8 INCH	LF	1,500.00		1,500.00	\$ 2.50	\$ 3,750.00	1,999.00	\$ 4,997.50	(499.00)	133.27%
77	TEMPORARY RECP, TYPE 3.A	SY	270.00		270.00	\$ 3.00	\$ 810.00		\$ -	270.00	0.00%
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00		2.00	\$ 2,000.00	\$ 4,000.00		\$ -	2.00	0.00%
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00		41.00	\$ 265.00	\$ 10,865.00	13.00	\$ 3,445.00	28.00	31.71%
80	VAULT, FILL	EA	1.00		1.00	\$ 7,400.00	\$ 7,400.00	1.41	\$ 10,434.00	(0.41)	141.00%
81	CISTERN ABANDONMENT	EA	3.00		3.00	\$ 8,000.00	\$ 24,000.00	2.00	\$ 16,000.00	1.00	66.67%
82	MOBILIZATION	LS	1.00		1.00	\$ 1,000,000.00	\$ 1,000,000.00	0.35	\$ 350,000.00	0.65	35.00%
83	CONCRETE WASHOUT	LS	1.00		1.00	\$ 10,000.00	\$ 10,000.00	0.26	\$ 2,600.00	0.74	26.00%
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-		-	\$ 200,000.00	\$ -		\$ -	-	0.00%
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-		-	\$ 75,000.00	\$ -		\$ -	-	0.00%
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-		-	\$ 75,000.00	\$ -		\$ -	-	0.00%
87	STEEL BENCH	EA	9.00		9.00	\$ 3,250.00	\$ 29,250.00		\$ -	9.00	0.00%
88	LITTER RECEPTACLE	EA	6.00		6.00	\$ 3,000.00	\$ 18,000.00		\$ -	6.00	0.00%
89	BIKE RACK	EA	6.00		6.00	\$ 925.00	\$ 5,550.00		\$ -	6.00	0.00%
90	EVENT POWER PEDESTAL	EA	7.00		7.00	\$ 1,500.00	\$ 10,500.00		\$ -	7.00	0.00%
91	1' CONCRETE BAND	LF	1,270.00		1,270.00	\$ 35.00	\$ 44,450.00	403.00	\$ 14,105.00	867.00	31.73%
92	PLANTER CURB	LF	430.00		430.00	\$ 85.00	\$ 36,550.00		\$ -	430.00	0.00%

APPLICATION FOR PARTIAL PAYMENT OF CONTRACT

93	SEAT WALL	LF	108.00		108.00	\$ 125.00	\$ 13,500.00	48.00	\$ 6,000.00	60.00	44.44%
94	BIO-RETENTION ROCK CHAMBER	TON	35.00		35.00	\$ 100.00	\$ 3,500.00		\$ -	35.00	0.00%
95	RAIN GUARDIAN TURRET	EA	5.00		5.00	\$7,500.00	\$ 37,500.00		\$ -	5.00	0.00%
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00		5.00	\$1,400.00	\$ 7,000.00		\$ -	5.00	0.00%
97	SALVAGE STREET LIGHT POLE	EA	12.00		12.00	\$ 350.00	\$ 4,200.00	14.00	\$ 4,900.00	(2.00)	116.67%
98	PLANTER POT	EA	4.00		4.00	\$2,125.00	\$ 8,500.00		\$ -	4.00	0.00%
99	GFCI RECEPTACLE	EA	32.00		32.00	\$ 950.00	\$ 30,400.00		\$ -	32.00	0.00%
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00		52.00	\$1,650.00	\$ 85,800.00		\$ -	52.00	0.00%
101	SERVICE CABINET	EA	2.00		2.00	\$4,350.00	\$ 8,700.00		\$ -	2.00	0.00%
102	HANDHOLE	EA	59.00		59.00	\$ 750.00	\$ 44,250.00	10.00	\$ 7,500.00	49.00	16.95%
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00		1,699.00	\$ 10.50	\$ 17,839.50	609.50	\$ 6,399.75	1,089.50	35.87%
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00		6,673.00	\$ 12.50	\$ 83,412.50	2,147.50	\$ 26,843.75	4,525.50	32.18%
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00		650.00	\$ 16.50	\$ 10,725.00	270.00	\$ 4,455.00	380.00	41.54%
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00		945.00	\$ 21.00	\$ 19,845.00	584.50	\$ 12,274.50	360.50	61.85%
107	1-1/2" HDPE CONDUIT HDD	LF	866.00		866.00	\$ 24.00	\$ 20,784.00		\$ -	866.00	0.00%
108	#6 AWG CONDUCTOR	LF	26,943.00		26,943.00	\$ 2.00	\$ 53,886.00		\$ -	26,943.00	0.00%
109	#8 AWG CONDUCTOR	LF	5,216.00		5,216.00	\$ 1.50	\$ 7,824.00		\$ -	5,216.00	0.00%
110	#10 AWG CONDUCTOR	LF	3,661.00		3,661.00	\$ 1.50	\$ 5,491.50		\$ -	3,661.00	0.00%
111	#12 AWG CONDUCTOR	LF	1,244.00		1,244.00	\$ 1.25	\$ 1,555.00		\$ -	1,244.00	0.00%
112	YARD HYDRANT	EA	16.00		16.00	\$2,300.00	\$ 36,800.00	4.00	\$ 9,200.00	12.00	25.00%
113	PERMEABLE PAVER MONITORING WELL	EA	6.00		6.00	\$2,000.00	\$ 12,000.00	3.00	\$ 6,000.00	3.00	50.00%
114	"PEDESTRIAN ACCESS OPEN" SIGN	LS		1.00	1.00	\$3,496.50	\$ 3,496.50	0.81	\$ 2,832.17	0.19	81.00%
115	TEMPORARY STORM SEWER	LS		1.00	1.00	\$ 10,323.00	\$ 10,323.00	1.00	\$ 10,323.00	-	100.00%
116	CLAY PIPE CONNECTIONS	LS		1.00	1.00	\$ 21,645.00	\$ 21,645.00	1.00	\$ 21,645.00	-	100.00%
117	METER PIT	EA		4.00	4.00	\$5,355.75	\$ 21,423.00	1.00	\$ 5,355.75	3.00	25.00%
118	ONE MAJOR MANHOLE ADJUSTMENT	LS		1.00	1.00	\$5,550.00	\$ 5,550.00	1.00	\$ 5,550.00	-	100.00%
DIVISION 2											
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$ 90.00	\$ 3,420.00	38.00	\$ 3,420.00	-	100.00%
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$ 50.00	\$ 3,265.00	65.30	\$ 3,265.00	-	100.00%
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00		1.00	\$2,875.00	\$ 2,875.00	1.00	\$ 2,875.00	-	100.00%
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50		22.50	\$ 700.00	\$ 15,750.00	9.36	\$ 6,552.00	13.14	41.60%
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00		16.00	\$ 325.00	\$ 5,200.00	16.00	\$ 5,200.00	-	100.00%
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00		10.00	\$ 200.00	\$ 2,000.00	10.00	\$ 2,000.00	-	100.00%
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	1.00	5.00	\$ 115.00	\$ 575.00	5.00	\$ 575.00	-	100.00%
D2.8	TYPE A SIGN, SHEET ALUMINUM	EA	4.00		4.00	\$ 425.00	\$ 1,700.00	6.00	\$ 2,550.00	2.00	75.00%
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY		27.30	27.30	\$ 183.15	\$ 5,000.00	27.30	\$ 5,000.00	-	100.00%
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA		3.00	3.00	\$ 149.85	\$ 449.55	2.72	\$ 407.59	0.28	90.67%
D2.11	BOLLARDS	EA		4.00	4.00	\$ 555.00	\$ 2,220.00	4.00	\$ 2,220.00	-	100.00%
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA		6.00	6.00	\$ 166.50	\$ 999.00	3.20	\$ 532.80	2.80	53.33%
D2.13	MOBILIZATION	LS		1.00	1.00	\$1,054.50	\$ 1,054.50	1.00	\$ 1,054.50	-	100.00%
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS		1.00	1.00	\$ 834.13	\$ 834.13	1.00	\$ 834.13	-	100.00%

TOTAL CONTRACT AND VALUE OF WORK COMPLETED TO DATE

\$ 8,587,554.48

\$ 2,234,630.95

-73.98%

CONTRACT PRICE DETAIL - Funding Break Down														
ITEM NO.	DESCRIPTION (Include Change Order # If Applicable)	UNITS	ORIGINAL PROPOSED QUANTITY	QUANTITY CHANGE (BY CHANGE ORDER)	TOTAL QUANTITY	UNIT PRICE	City Quantity Complete	City Value of Work Complete	City - Sanitary Sewers Quantity Complete	City - Sanitary Sewers Value of Work Complete	SSE Quantity Complete	SSE Value of Work Complete	IMU - Water Value of Work Complete	TOTAL VALUE OF COMPLETED WORK
DIVISION 1														
1	ENGINEERED PLANTING SOIL	CY	352.00		352.00	\$ 85.00		\$ -		\$ -		\$ -	\$ -	\$ -
2	AMENDED SOIL	CY	140.00		140.00	\$ 80.00		\$ -		\$ -		\$ -	\$ -	\$ -
3	STRUCTURAL SOIL (TREE PLANTING)	CY	360.00		360.00	\$ 265.00	53.33	\$ 14,132.45		\$ -		\$ -	\$ -	\$ -
4	EXCAVATION CLASS 10	CY	8,313.60		8,313.60	\$ 18.00		\$ -		\$ -		\$ -	\$ -	\$ 14,132.45
5	SUBGRADE PREPARATION	SY	17,500.00		17,500.00	\$ 4.00	3972.00	\$ 15,888.00		\$ -		\$ -	\$ -	\$ 44,265.60
6	SUBGRADE TREATMENT GEO-GRID	SY	7,400.00		7,400.00	\$ 6.00		\$ -		\$ -		\$ -	\$ -	\$ 44,265.60
7	SUBBASE, MODIFIED, 6 IN.	SY	17,500.00		17,500.00	\$ 12.50	3972.00	\$ 49,650.00		\$ -		\$ -	\$ -	\$ 15,888.00
8	SUBBASE, MODIFIED, 4 IN.	SY	5,425.00		5,425.00	\$ 10.50	1753.97	\$ 18,416.69		\$ -		\$ -	\$ -	\$ 17,668.80
9	TRENCH FOUNDATION	TON	100.00		100.00	\$ 55.00		\$ -		\$ -		\$ -	\$ -	\$ 49,650.00
10	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	700.00		700.00	\$ 85.00		\$ -		\$ -		\$ -	\$ -	\$ 18,416.69
11	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, SDR 26, 8 IN.	LF	1,024.00		1,024.00	\$ 425.00		\$ -		\$ -		\$ -	\$ -	\$ -
12	SANITARY SEWER SERVICE, PVC, SDR 23.5, 6 IN.	EA	38.00		38.00	\$ 5,000.00		\$ -		\$ -		\$ -	\$ -	\$ -
13	STORM SEWER, TRENCHED, RCP, 12 IN.	LF	110.00		110.00	\$ 145.00		\$ -		\$ -		\$ -	\$ -	\$ -
14	STORM SEWER, TRENCHED, RCP, 15 IN.	LF	1,860.00		1,860.00	\$ 150.00	397.50	\$ 59,625.00		\$ -		\$ -	\$ -	\$ -
15	STORM SEWER, TRENCHED, RCP, 18 IN.	LF	455.00		455.00	\$ 175.00	411.00	\$ 71,925.00		\$ -		\$ -	\$ -	\$ 71,925.00
16	STORM SEWER, TRENCHED, RCP, 24 IN.	LF	270.00		270.00	\$ 200.00	265.00	\$ 53,000.00		\$ -		\$ -	\$ -	\$ 53,000.00
17	STORM SEWER, TRENCHED, RCP, 36 IN.	LF	380.00		380.00	\$ 275.00	380.00	\$ 104,500.00		\$ -		\$ -	\$ -	\$ 104,500.00
18	REMOVAL OF STORM SEWER, LESS THAN 36 IN.	LF	1,110.00		1,110.00	\$ 30.00	707.00	\$ 21,210.00		\$ -		\$ -	\$ -	\$ 21,210.00
19	SUBDRAIN, PERFORATED, 6 IN.	LF	4,350.00		4,350.00	\$ 25.00		\$ -		\$ -		\$ -	\$ -	\$ 34,825.00
20	SUBDRAIN, PERFORATED, 8 IN.	LF	1,220.00		1,220.00	\$ 28.00		\$ -		\$ -		\$ -	\$ -	\$ 7,000.00
21	SUBDRAIN CLEANOUT	EA	25.00		25.00	\$ 1,000.00		\$ -		\$ -		\$ -	\$ -	\$ 2,000.00
22	SUBDRAIN OUTLETS AND CONNECTIONS	EA	40.00		40.00	\$ 275.00		\$ -		\$ -		\$ -	\$ -	\$ 4,400.00
23	STORM SEWER SERVICE STUB, PVC SDR 23.5, 6" (ROOF DRAIN CONNECTION)	LF	180.00		180.00	\$ 55.00	92.75	\$ 5,101.25		\$ -		\$ -	\$ -	\$ 5,101.25
24	WATER MAIN, TRENCHED, PVC, C900, 8 INCH	LF	2,700.00		2,700.00	\$ 110.00		\$ -		\$ -		\$ -	\$ -	\$ 454.00
25	WATERMAIN FITTINGS BY WEIGHT, DUCTILE IRON	LBS	1,462.00		1,462.00	\$ 15.00		\$ -		\$ -		\$ -	\$ -	\$ 618.00
26	WATER SERVICE, TYPE K COPPER, 3/4 IN.	EA	52.00		52.00	\$ 2,300.00		\$ -		\$ -		\$ -	\$ -	\$ 8,000.00
27	WATER SERVICE, TYPE K COPPER, 2 IN.	EA	1.00		1.00	\$ 3,500.00		\$ -		\$ -		\$ -	\$ -	\$ 3,500.00
28	WATER SERVICE CURB STOP AND BOX	EA	53.00		53.00	\$ 885.00		\$ -		\$ -		\$ -	\$ -	\$ 9,000.00
29	TEMPORARY WATER SYSTEM	LS	1.00		1.00	\$ 165,000.00		\$ -		\$ -		\$ -	\$ -	\$ 7,965.00
30	VALVE, GATE, 6 INCH	EA	1.00		1.00	\$ 1,800.00		\$ -		\$ -		\$ -	\$ -	\$ -
31	VALVE, GATE, 8 INCH	EA	8.00		8.00	\$ 2,300.00		\$ -		\$ -		\$ -	\$ -	\$ -
32	TAPPING VALVE ASSEMBLY, 8 INCH	EA	3.00		3.00	\$ 7,000.00		\$ -		\$ -		\$ -	\$ -	\$ 2,000.00
33	FIRE HYDRANT ASSEMBLY	EA	4.00		4.00	\$ 6,800.00		\$ -		\$ -		\$ -	\$ -	\$ 4,600.00
34	FIRE HYDRANT ASSEMBLY, RELOCATE	EA	1.00		1.00	\$ 3,800.00		\$ -		\$ -		\$ -	\$ -	\$ 7,000.00
35	FIRE HYDRANT ASSEMBLY REMOVAL	EA	6.00		6.00	\$ 1,000.00		\$ -		\$ -		\$ -	\$ -	\$ 2,000.00
36	SANITARY MANHOLE, SW-301, 48 INCH	EA	6.00		6.00	\$ 7,100.00		\$ -		\$ -		\$ -	\$ -	\$ -
37	STORM MANHOLE, SW-401, 48 INCH	EA	15.00		15.00	\$ 5,500.00	3.00	\$ 16,500.00		\$ -		\$ -	\$ -	\$ 16,500.00
38	STORM MANHOLE, SW-401, 60 INCH	EA	6.00		6.00	\$ 8,800.00	5.00	\$ 44,000.00		\$ -		\$ -	\$ -	\$ 44,000.00
39	STORM MANHOLE, SW-401, 72 INCH	EA	1.00		1.00	\$ 12,000.00	1.00	\$ 12,000.00		\$ -		\$ -	\$ -	\$ 12,000.00
40	INTAKE, SW-501	EA	28.00		28.00	\$ 4,500.00		\$ -		\$ -		\$ -	\$ -	\$ 49,500.00
41	INTAKE, SW-511	EA	1.00		1.00	\$ 4,500.00	1.00	\$ 4,500.00		\$ -		\$ -	\$ -	\$ 11.00
42	MANHOLE ADJUSTMENT, MINOR	EA	6.00		6.00	\$ 3,200.00		\$ -		\$ -		\$ -	\$ -	\$ -
43	CONNECTION TO EXISTING MANHOLE/INTAKE, STORM SEWER	EA	3.00		3.00	\$ 6,000.00	2.00	\$ 12,000.00		\$ -		\$ -	\$ -	\$ -
44	CONNECTION TO EXISTING MANHOLE, SANITARY SEWER	EA	6.00		6.00	\$ 5,500.00		\$ -		\$ -		\$ -	\$ -	\$ -
45	REMOVE MANHOLE	EA	9.00		9.00	\$ 1,000.00	3.00	\$ 3,000.00		\$ -		\$ -	\$ -	\$ -
46	REMOVE INTAKE	EA	18.00		18.00	\$ 1,000.00	7.00	\$ 7,000.00		\$ -		\$ -	\$ -	\$ -
47	PAVEMENT, PCC, 7 IN.	SY	3,700.00		3,700.00	\$ 65.00	22.92	\$ 1,489.80		\$ -		\$ -	\$ -	\$ -
48	PAVEMENT, PCC, 8 IN.	SY	10,900.00		10,900.00	\$ 85.00	368.16	\$ 313,325.30		\$ -		\$ -	\$ -	\$ 1,489.80
49	PAVEMENT, PCC, 8 IN., COLORED	SY	250.00		250.00	\$ 130.00	96.16	\$ 12,500.80		\$ -		\$ -	\$ -	\$ 313,325.30
50	PCC CURB AND GUTTER, 2	LF	6,775.00		6,775.00	\$ 80.00	776.19	\$ 62,095.20		\$ -		\$ -	\$ -	\$ 12,500.80
51	CONCRETE MEDIAN	SY	55.00		55.00	\$ 100.00		\$ -		\$ -		\$ -	\$ -	\$ -
52	REMOVAL OF SIDEWALK/DRIVEWAY	SY	4,850.00		4,850.00	\$ 12.00	1603.14	\$ 19,237.68		\$ -		\$ -	\$ -	\$ 118,338.40
53	SIDEWALK, PCC, 5 INCH	SY	4,300.00		4,300.00	\$ 45.00	1349.31	\$ 60,718.95		\$ -		\$ -	\$ -	\$ 19,237.68
54	SIDEWALK, PCC, 6 INCH	SY	960.00		960.00	\$ 50.00	263.94	\$ 13,197.00		\$ -		\$ -	\$ -	\$ 60,718.95
55	SIDEWALK, PCC, 5 INCH, COLORED	SY	170.00		170.00	\$ 95.00	73.86	\$ 7,016.70		\$ -		\$ -	\$ -	\$ 13,197.00
56	SIDEWALK UNIT PAVEMENT W/ PCC BASE	SF	4,225.00		4,225.00	\$ 25.00		\$ -		\$ -		\$ -	\$ -	\$ 7,016.70
57	DETECTABLE WARNING	SF	640.00		640.00	\$ 50.00	192.00	\$ 9,600.00		\$ -		\$ -	\$ -	\$ -
58	DRIVEWAY PAVED, PCC, 6 INCH	SY	240.00		240.00	\$ 55.00	136.58	\$ 7,621.90		\$ -		\$ -	\$ -	\$ 9,600.00
59	PAVEMENT REMOVAL	SY	24,700.00		24,700.00	\$ 14.00	6795.80	\$ 95,141.20		\$ -		\$ -	\$ -	\$ 7,621.90
60	STORAGE AGGREGATE	TON	5,420.00		5,420.00	\$ 40.00		\$ -		\$ -		\$ -	\$ -	\$ 95,141.20
61	FILTER AGGREGATE	TON	1,330.00		1,330.00	\$ 45.00		\$ -		\$ -		\$ -	\$ -	\$ 72,566.80
62	PERMEABLE INTERLOCKING PAVERS	SY	5,160.00		5,160.00	\$ 62.50		\$ -		\$ -		\$ -	\$ -	\$ 72,566.80
63	PCC EDGE RESTRAINT, 2 FT	LF	2,100.00		2,100.00	\$ 25.00		\$ -		\$ -		\$ -	\$ -	\$ 16,913.70
64	PAINTED PAVEMENT MARKINGS, DURABLE	STA	65.00		65.00	\$ 575.00	18.93	\$ 10,884.75		\$ -		\$ -	\$ -	\$ 83,187.50
65	PERMANENT TAPE MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	27.00		27.00	\$ 730.00		\$ -		\$ -		\$ -	\$ -	\$ -
66	PAINTED SYMBOLS & LEGENDS	EA	15.00		15.00	\$ 325.00		\$ -		\$ -		\$ -	\$ -	\$ -
67	TYPE A SIGN, SHEET ALUMINUM	EA	45.00		45.00	\$ 425.00	1.00	\$ 425.00		\$ -		\$ -	\$ -	\$ -
68	TEMPORARY TRAFFIC CONTROL	LS	1.00		1.00	\$ 75,000.00	0.26	\$ 19,500.00		\$ -		\$ -	\$ -	\$ 425.00
69	SOD	SQ	100.00		100.00	\$ 75.00	22.15	\$ 1,661.25		\$ -		\$ -	\$ -	\$ 19,500.00
70	DECIDUOUS SHRUBS	EA	60.00		60.00	\$ 150.00		\$ -		\$ -		\$ -	\$ -	\$ 1,661.25
71	PERENNIAL GROUND COVER (1 GAL.)	EA	2,134.00		2,134.00	\$ 20.00		\$ -		\$ -		\$ -	\$ -	\$ -
72	DECIDUOUS TREE	EA	43.00		43.00	\$ 550.00		\$ -		\$ -		\$ -	\$ -	\$ -
73	TREE GRATE AND FRAME	EA	24.00		24.00	\$ 500.00		\$ -		\$ -		\$ -	\$ -	\$ -

74	SWPPP PREPARATION	LS	1.00	1.00	1.00	\$2,000.00	1.00	\$	2,000.00	\$	-	\$	-	\$	2,000.00						
75	SWPPP MANAGEMENT	LS	1.00	1.00	1.00	\$13,500.00	0.26	\$	3,510.00	\$	-	\$	-	\$	3,510.00						
76	FILTER SOCK, 8 INCH	LF	1,500.00	1.00	1,500.00	\$	2.50	1999.00	\$	4,997.50	\$	-	\$	-	\$	4,997.50					
77	TEMPORARY RECP. TYPE 3.A	SY	270.00	1.00	270.00	\$	3.00		\$	-	\$	-	\$	-	\$	-					
78	EROSION CONTROL MULCHING, HYDROMULCHING	AC	2.00	2.00	2.00	\$2,000.00			\$	-	\$	-	\$	-	\$	-					
79	INLET PROTECTION DEVICE, DROP IN	EA	41.00	1.00	41.00	\$	265.00	13.00	\$	3,445.00	\$	-	\$	-	\$	-					
80	VAULT, FILL	EA	1.00	1.00	1.00	\$7,400.00	1.41	\$	10,434.00	\$	-	\$	-	\$	-	\$	10,434.00				
81	CISTERN ABANDONMENT	EA	3.00	1.00	3.00	\$8,000.00	2.00	\$	16,000.00	\$	-	\$	-	\$	-	\$	16,000.00				
82	MOBILIZATION	LS	1.00	1.00	1.00	\$1,000,000.00	0.35	\$	350,000.00	\$	-	\$	-	\$	-	\$	350,000.00				
83	CONCRETE WASHOUT	LS	1.00	1.00	1.00	\$10,000.00	0.26	\$	2,600.00	\$	-	\$	-	\$	-	\$	2,600.00				
84	MONUMENT TYPE 1 (ARCHWAY MONUMENT)	EA	-	-	-	\$200,000.00			\$	-	\$	-	\$	-	\$	-	\$	-			
85	MONUMENT TYPE 2 (GATEWAY MONUMENT)	EA	-	-	-	\$75,000.00			\$	-	\$	-	\$	-	\$	-	\$	-			
86	MONUMENT TYPE 3 (HIGHWAY MONUMENT)	EA	-	-	-	\$75,000.00			\$	-	\$	-	\$	-	\$	-	\$	-			
87	STEEL BENCH	EA	9.00	1.00	9.00	\$3,250.00			\$	-	\$	-	\$	-	\$	-	\$	-			
88	LITTER RECEPTACLE	EA	6.00	1.00	6.00	\$3,000.00			\$	-	\$	-	\$	-	\$	-	\$	-			
89	BIKE RACK	EA	6.00	1.00	6.00	\$	925.00		\$	-	\$	-	\$	-	\$	-	\$	-			
90	EVENT POWER PEDESTAL	EA	7.00	1.00	7.00	\$1,500.00			\$	-	\$	-	\$	-	\$	-	\$	-			
91	1" CONCRETE BAND	LF	1,270.00	1.00	1,270.00	\$	35.00	403.00	\$	14,105.00	\$	-	\$	-	\$	-	\$	14,105.00			
92	PLANTER CURB	LF	430.00	1.00	430.00	\$	85.00		\$	-	\$	-	\$	-	\$	-	\$	-			
93	SEAT WALL	LF	108.00	1.00	108.00	\$	125.00	48.00	\$	6,000.00	\$	-	\$	-	\$	-	\$	-			
94	BIO-RETENTION ROCK CHAMBER	TON	35.00	1.00	35.00	\$	100.00		\$	-	\$	-	\$	-	\$	-	\$	-			
95	RAIN GUARDIAN TURRET	EA	5.00	1.00	5.00	\$7,500.00			\$	-	\$	-	\$	-	\$	-	\$	-			
96	NYLOPLAST OUTLET STRUCTURE, 12 INCH DIAMETER	EA	5.00	1.00	5.00	\$1,400.00			\$	-	\$	-	\$	-	\$	-	\$	-			
97	SALVAGE STREET LIGHT POLE	EA	12.00	1.00	12.00	\$	350.00	14.00	\$	4,900.00	\$	-	\$	-	\$	-	\$	-			
98	PLANTER POT	EA	4.00	1.00	4.00	\$2,125.00			\$	-	\$	-	\$	-	\$	-	\$	-			
99	GC/CI RECEPTACLE	EA	32.00	1.00	32.00	\$	950.00		\$	-	\$	-	\$	-	\$	-	\$	-			
100	LIGHTING UNIT (INSTALL ONLY)	EA	52.00	1.00	52.00	\$1,650.00			\$	-	\$	-	\$	-	\$	-	\$	-			
101	SERVICE CABINET	EA	2.00	1.00	2.00	\$4,350.00			\$	-	\$	-	\$	-	\$	-	\$	-			
102	HANDHOLE	EA	59.00	1.00	59.00	\$	750.00	10.00	\$	7,500.00	\$	-	\$	-	\$	-	\$	-			
103	3/4 INCH PVC CONDUIT TRENCHED	LF	1,699.00	1.00	1,699.00	\$	10.50	609.50	\$	6,399.75	\$	-	\$	-	\$	-	\$	-			
104	1-1/2" INCH PVC CONDUIT TRENCHED	LF	6,673.00	1.00	6,673.00	\$	12.50	2147.50	\$	26,843.75	\$	-	\$	-	\$	-	\$	-			
105	2" INCH PVC CONDUIT TRENCHED	LF	650.00	1.00	650.00	\$	16.50	270.00	\$	4,455.00	\$	-	\$	-	\$	-	\$	-			
106	3" INCH PVC CONDUIT TRENCHED	LF	945.00	1.00	945.00	\$	21.00	564.50	\$	12,274.50	\$	-	\$	-	\$	-	\$	-			
107	1-1/2" HDPE CONDUIT HDD	LF	866.00	1.00	866.00	\$	24.00		\$	-	\$	-	\$	-	\$	-	\$	-			
108	#6 AWG CONDUCTOR	LF	26,943.00	1.00	26,943.00	\$	2.00		\$	-	\$	-	\$	-	\$	-	\$	-			
109	#8 AWG CONDUCTOR	LF	5,216.00	1.00	5,216.00	\$	1.50		\$	-	\$	-	\$	-	\$	-	\$	-			
110	#10 AWG CONDUCTOR	LF	3,661.00	1.00	3,661.00	\$	1.50		\$	-	\$	-	\$	-	\$	-	\$	-			
111	#12 AWG CONDUCTOR	LF	1,244.00	1.00	1,244.00	\$	1.25		\$	-	\$	-	\$	-	\$	-	\$	-			
112	YARD HYDRANT	EA	15.00	1.00	15.00	\$2,300.00	4.00	\$	9,200.00	\$	-	\$	-	\$	-	\$	-	\$	-		
113	PERMEABLE PAVER MONITORING WELL	EA	6.00	1.00	6.00	\$2,000.00			\$	-	\$	-	\$	-	\$	-	\$	-			
114	PEDESTRIAN ACCESS OPEN SIGN	LS	1.00	1.00	1.00	\$3,496.50	0.81	\$	2,832.17	\$	-	\$	-	\$	-	\$	-	\$	-		
115	TEMPORARY STORM SEWER	LS	1.00	1.00	1.00	\$10,323.00	1.00	\$	10,323.00	\$	-	\$	-	\$	-	\$	-	\$	-		
116	CLAY PIPE CONNECTIONS	EA	1.00	1.00	1.00	\$21,645.00	1.00	\$	21,645.00	\$	-	\$	-	\$	-	\$	-	\$	-		
117	METER PIT	EA	4.00	1.00	4.00	\$5,355.75	1.00	\$	5,355.75	\$	-	\$	-	\$	-	\$	-	\$	-		
118	ONE MAJOR MANHOLE ADJUSTMENT	LS	1.00	1.00	1.00	\$5,550.00	1.00	\$	5,550.00	\$	-	\$	-	\$	-	\$	-	\$	-		
DIVISION 2																					
D2.1	FULL DEPTH PATCHES	SY	30.00	8.00	38.00	\$	90.00	38.00	\$	3,420.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.2	PAVEMENT REMOVAL	SY	30.00	35.30	65.30	\$	50.00	65.30	\$	3,265.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.3	TRAFFIC SIGNAL MODIFICATIONS	LS	1.00	1.00	1.00	\$2,875.00	1.00	\$	2,875.00	\$	-	\$	-	\$	-	\$	-	\$	-		
D2.4	PAINTED PAVEMENT MARKINGS, PREFORMED THERMOPLASTIC MARKING	STA	22.50	1.00	22.50	\$	700.00	9.36	\$	6,552.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.5	PAINTED SYMBOLS AND LEGENDS	EA	16.00	1.00	16.00	\$	325.00	16.00	\$	5,200.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.6	PAVEMENT MARKINGS REMOVED	STA	10.00	1.00	10.00	\$	200.00	10.00	\$	2,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.7	PAVEMENT SYMBOLS REMOVED	EA	4.00	1.00	4.00	\$	115.00	5.00	\$	575.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.8	TYPE A SIGN, SHEET ALUMINUM	SY	4.00	4.00	8.00	\$	425.00	6.00	\$	2,550.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.9	CONCRETE MEDIAN, 4" SLOPED CURB	SY	27.30	27.30	27.30	\$	163.15	27.30	\$	5,000.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.10	GROOVES CUT FOR PAVEMENT MARKINGS	STA	3.00	3.00	3.00	\$	149.85	2.72	\$	407.59	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.11	BOLLARDS	EA	4.00	4.00	4.00	\$	555.00	4.00	\$	2,220.00	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.12	WET RETROREFLECTIVE REMOVABLE TAPE MARKINGS	STA	6.00	6.00	6.00	\$	166.50	3.20	\$	532.80	\$	-	\$	-	\$	-	\$	-	\$	-	
D2.13	MOBILIZATION	LS	1.00	1.00	1.00	\$1,054.50	1.00	\$	1,054.50	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
D2.14	ADDITIONAL TRAFFIC SIGNAL MODIFICATIONS	LS	1.00	1.00	1.00	\$	834.13	1.00	\$	834.13	\$	-	\$	-	\$	-	\$	-	\$	-	
DIVISION 2																					
Total Completed to Date:																					
Retained Percentage (5%):																					
Total Amount of Previous Payments:																					
Net Amount Due:																					
City																					
City - Sanitary Sewer																					
SRF																					
IMU - Water																					
Total																					
\$ 1,713,720.35																					
\$ 85,686.02																					
\$ 1,487,785.85																					
\$ 140,248.48																					
\$ 140,248.48																					
\$ 116,275.00																					
\$ 2,234,630.95																					
\$ 5,813.75																					
\$ 111,731.55																					
\$ 384,403.82																					
\$ 110,461.25																					
\$ 1,982,650.92																					
\$ 140,248.48																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					
\$ 1,982,650.92																					



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: December 20, 2021
Subject: Resolution approving the purchase of a forklift for the Water Resource Recovery Department.

Introduction: This is a FY22 Capital Improvement Project.

Background: With the construction of the new wastewater plant, the Administration building has a mezzanine above the office area. This area will be utilized for storing spare parts for the wastewater plant, collection system and lift stations. In order to safely access the mezzanine, a forklift is needed to raise and lower the spare parts. Along with the purchase of the forklift, a pallet jack and storage shelving will be purchased as part of this.

Discussion: I received six quotes for a new forklift that I have listed below.

Vendor	Make	Cost
Hupp - Ankeny, IA	Heli	\$26,250.00
Octane Forklift - Denver, CO	Octane	\$28,356.00
Van Wall Lift Truck - Nevada, IA	Doosan	\$30,305.03
Supreme Forklifts - Mesa, AZ	Patriot	\$31,989.00
Forklift of Des Moines	Clark	\$32,500.00
RAKA - Ankeny, IA	Caterpillar	\$33,666.53

Budget Impact: The purchase of the recommended forklift is part of the FY22 CIP Budget. There is \$30,000 in this line item that will cover the cost of the forklift, pallet jack, and shelving.

Recommendation: I recommend purchasing the Heli forklift from Hupp in Ankeny for \$26,250.00 and shelving and pallet jack for \$3,000.00. Total cost \$29,250.00

Attachments:

1. Heli Quote
2. Octane FY25
3. New G25 Doosan
4. 21 PAT 5.5K3F32 (1)

5. Clark S25L 6292 Quote
6. RAKA GP25
7. Res 2021- authorize purchase of a forklift for WRRD



Hupp ToyotaLift
 1120 SE Lorenz Dr
 Ankeny, IA 50021
 515-965-5555

Customer: **City of Indianola**
 Address: **10939 Grimes Street**
Indianola, IA 50125
 Attn: **Rick Graves**

Date: 12/9/2021
 Quote #: New Heli
 Phone: 515-962-5284

QTY	Brand	Model	Each	Extended
1	Heli	CPYD25-KU1H Pneumatic Tire Forklift Basic Capacity: 5,000 LBS Kubota WG2503 Industrial Engine-LP Power Overall Lift Height: 185" Sideshifter with Internal Hose Reeving 4th Valve with Hosing and Side Termination 48" Forks Solid Pneumatic Drive and Steer Tires LED Headlights Rear Assist Grip with Horn Button Yellow LED Flashing Light Low LP Fuel Indicator	\$26,250.00	\$26,250.00

Price
 Trade in
 Tax *If Tax Exempt, please send Signed Iowa Tax Exempt Form*
 Freight
 Total

\$26,250.00
N/A
TBD
INCL
\$26,250.00

Best Regards,

Marty Mahlow
 HUPP Toyota-lift
 515-313-1187

Accepted by: _____
 Tax Exempt# _____
 Title: _____
 Date: _____
 PO#: _____



WATERLOO
 889 Doris Drive
 Evansdale, IA 50707
 319.443.0029

DAVENPORT
 4821 Tremont Avenue
 Davenport, IA 52807
 563.322.3168 • 888.322.3168

PEORIA
 8915 N Pioneer Road
 Peoria, IL 61615
 309.674.4877 • 877.751.4877

CEDAR RAPIDS
 285 33rd Avenue SW
 Cedar Rapids, IA 52404
 319.362.0098 • 844.552.7216

14 December 2021

**City of Indianola
110 N 1st Street
Indianola, Iowa
50125**

SOLICITATION: 5,000 lb Capacity Forklift

For the purposes of the aforementioned reference, OCTANE Forklifts, Inc. is proud to propose the following equipment to satisfy all outlined specifications, criteria, and standards as listed within the reference.



PROPOSED UNIT SALIENT CHARACTERISTICS



2022 OCTANE FY25– *This equipment is manufactured in the United States of America*

MODEL- 50 – 5,511 lbs Capacity @ 24in Load Center,

ENGINE – PSI Mitsubishi 2.4L, 152.5 Cubic Inch, Tier 4 EPA/CARB Compliant LPG Powerplant,

S480 Mast – 84”/189” LOWERED/RAISED (3-Stage), Tilt Front 6 Degrees / Back 6 Degrees, 42” Forks,

Side Shift, Air Pneumatic Tires, Automatic Transmission F/N/R, Seat with Seat Belt, 2 Front Work Lights,

Front and Rear Combination Lights/ Brake/ Turn Signals/ Reverse Lights, Steering Wheel with Spinner Knob,

Audible Back up Alarm, LED Amber Strobe, 81.5” Overhead Guard, Overhead Rain Guard

Left and Right Rear View Mirrors, Multi-Function Operators LCD Instrument Panel,

Rear Grad Handle With Horn Button, Fire Extinguisher, LPG Tank

12month/2,000hour Manufacturer’s Warranty,

Shipping Included FOB 180-210 Days ARO

***Final Assembly USA*(TAA, BAA, USMCA, NAFTA) Compliant,**

Price \$28,356.00 FOB

WWW.OCTANEForklifts.com

4905 Lima Street

Denver, CO 80239, U.S.A.

DUNS (011723445) – CAGE (88NS0) – FEIN (26-1129432) SBE



Van Wall Lift Truck
1468 W A Ave
Nevada, IA 50201
515-620-9681

TO : City of Indianola

Telephone :515-362-5284
Attention : Rick Graves

Date : 12/15/2021
Quotation : BR 00079
Prepared By : Brad Rose



We are pleased to submit the following quotation for your consideration

(1) Doosan G25N-7 LP Nissan 2.5L Engine 5000# Capacity, I. C. Pneumatic Tire Forklift

Configured Options

UL Rating	UL Rated Type LP
Brakes	Oil-Cooled Disc Brakes
Tires	Single Pneumatic 7.00-15 12PR Drive / 6.50-10 10PR Steer
Mast	3-Stage Full Free Triple High Visibility MFH 189" OAL 86" FFH 60"
Tilt Cylinders	6° Forward / 5° Back
Sideshifter	Hang-On 43" Wide - Class II
Carriage	Hook Type 43" Wide - High Visibility - Class II
Forks	Hook Type - Pallet - 1.8" x 4" x 47"
Load Backrest	44" Wide x 47" High
Overhead Guard	Standard Height - 86"
Hydraulic Lines	3-Way for Sideshifter
Hydraulic Control Valve	3 Section with 3 Levers
Mirrors	Large Rear View Mirrors
Seat	Vinyl Suspension Seat
Seat Belt	Orange
Direction Control	Standard - Lever Direction Control
Grab Bar	Rear Grab Bar with Horn Button
LP Tank Cradle	Standard Mounting
Floor Spotlight	Rear Blue LED Spotlight
Warning Lights	Strobe - Amber - Mounted Below OHG
Warning Device	Back-Up Alarm (Internal Mount)
Front Work Lights	(2) Front Flood Lights - LED
Rear Work Lights	(1) Rear Floodlight - LED
Warranty	Doosan Assurance - Standard 2 Year / 3,000 Hour, Powertrain 3 Year / 6,000 Hour, OCDB 5 Year / 10,000 Hour

12V Power Supply
Cup Holder
Low LP Fuel Warning Light
Seat Belt Interlock
Steering Wheel Knob

Other Equipment & Accessories
PDI

Standard Equipment

Nissan 2.5L Engine
Power Shift Transmission
Oil Cooled Disc Brakes
Power Steering
Tilttable Steering Column
Engine Shutdown
Dual Element Air Cleaner
LP Tank Mounting
Tilt Cylinder Covers
Counterweight

Total Equipment And Accessories

\$ 30,305.03

Total Price : \$ 30,305.03

FOB : Delivered

Proposal Authorization:

Signed and accepted on behalf of:

Signed and accepted on behalf of:
Van Wall Lift Truck

Signature

Signature

Printed Name

Printed Name

Title

Title

Date

Date

Brad Rose
Van Wall Lift Truck
Iowa Forklift Territory Sales Manager
1468 W A Ave Nevada, Iowa 50201
515-620-9681
brad.rose@vanwall.com
www.vanwalllift.com



PATRIOT FORKLIFTS



BRAND NEW 2021 PATRIOT 5.5K BCS FORKLIFT



PATRIOT

FORKLIFTS



- **CAPACITY: 5,500 LBS (BOXCAR SPECIAL - COMPACT FRAME)**
- **TIRES: SOLID PNEUMATIC**
- **ENGINE: PSI 2.4L/DUAL**
- **FUEL TYPE: LPG OR GASOLINE**
- **FEATURES: CASCADE SIDE SHIFT AND 4TH VALVE**
- **MAST TYPE: 3 STAGE (85" LOWERED/189" LIFT)**
- **48" FORKS AND LP TANK INCLUDED**

\$31,989 DELIVERED W/WARRANTY!

Forklifts of Des Moines
1625 East Euclid Ave.
Des Moines, IA 50313
515-266-1117
800-333-4969



Forklifts of Omaha
4110 South 52nd Street
Omaha, NE 68117
402-596-9900
800-669-6301

December 15, 2021

S-series-Pneumatic

Quote #: ScottFlounders-20211210
Ref #: Fall Stock S25 – C/N#6292

Attn: Rick Graves
City of Indianola
210 W 2nd Ave
Indianola, IA 50125
(515) 962-5284
rgraves@indianolaiowa.com



Rick,
Thank you for considering Forklifts for your material handling equipment needs. We are pleased to offer the following for your review.

Model: S25 -Triple
Quantity: 1
Base Capacity: 5,000

Standard Features

FORD 2.4L, balanced engine with EPA compliant multi-port
LPG fuel injection system
Single speed power shift transmission
Force-Cooled Wet disc brakes,
Automatically-applied parking brake
Single auxiliary valve
Two overhead guard mounted LED headlights
Hood mounted control levers
Power steering
Tilt steering wheel
Rear grab handle with horn button
Steering wheel spinner knob
Full suspension vinyl safety seat with hip restraints
Orange seatbelt
Drink Holder
Convenience console
Speed limit
Traction disable seat switch

Operator Presence System
Raised air intake
Open-core radiator and high capacity cooling system
5" color LCD digital full featured instrument display with digital and audible warnings of engine functions
Automatic engine shutdown system
Low fuel warning
Automotive style fuse box
Draw bar pin

Standard Warranty: 2 Years / 4,000 Hours on Basic Truck,
3 Years / 6,000 Hours on Major Components
3 Years / 10,000 Hours on Wet Disc Brakes
(See Owner Protection Warranty Certificate for Details).

Options Included In This Proposal:

FORD 2.4L, balanced, multi-port LPG fuel injection engine, EPA Compliant

189" MFH 85.2" OHL 37.2" FL (5B / 6F)

41" wide / hook type / ITA class II Carriage

Load Backrest - 48" High (for 41" Class II carriage)

Forks Class II - 48" long x 4" wide x 1.75" thick

Single for two hoses (3 spool, 1 lever)

Convenience console – drink holder, tool tray, paperwork clip. Mounted right side of seat

Rear Handle with Horn Button

Safety Seat – full-suspension vinyl w/Hip Restraint & Orange Seat Belt

Steering Wheel Spinner Knob

Two Rear View Convex Mirrors

Hose Adaptions - Single - two hoses internal

Side shifter - 41" FS/41" OW/8" total side shift, Class II

Drive Tires - Solid Pneumatic – Single Drive -7.00 x 12 – 14 ply

Steer Tires - Solid Pneumatic 6.00 x 9

Clark Green

Audible Back-Up Alarm

LED Headlights (OHG mounted)

LED Strobe Light (yellow)

Pre-Delivery Inspection

Sale price (FOB Our Dock) **\$32,500.00**

TERMS FOR ACCEPTANCE OF PROPOSAL AND ATTACHMENTS

The proposal in this quote is property of Forklifts of Des Moines and is confidential and proprietary. Unauthorized disclosure could be harmful to Forklifts of Des Moines and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without the express written consent of Forklifts of Des Moines. City of Indianola will not use such information for any other purpose than for the consideration of a Forklifts of Des Moines supplied system and will return any or all information contained herein to Forklifts of Des Moines upon request.

ACCEPTANCE AS CONTRACT OF SALE

Acceptance:

City of Indianola

Rick Graves

Authorized Dealer:

Forklifts of Des Moines

Scott Flounders

Authorized Signature

Territory Sales Manager

Date: _____

PO No.: _____

Terms: Net 10

Delivery: On Order Due in August 2022, Subject to Prior Sale (C/N# 6292)

FOB: Our Dock

Expires: 1/30/2021



QUOTATION



10808 South 156th Street
Omaha, NE 68136

PREPARED FOR

Customer: City of Indianola
Address: 110 N 1st St.
Indianola, IA 50125
Contact: Rick Graves

REFERENCE

Effective From: Monday, December 13, 2021
Effective To: Wednesday, January 12, 2022
Quote #: 577130
Account Manager: Ryan Allen
Direct Phone: 641-512-9015
E-mail: ryanallen@rakagr.com

RAKA Key Advantages

RAKA has been providing customers with a complete range of material handling equipment, unmatched parts availability and reliable product support services since 1970 and today serves customers through locations in multiple states. The dealership is committed to providing superior service and support – and has been recognized by MCFA as a Quest for Excellence Dealer of the Year for ten years.

On behalf of RAKA I would like to submit this solution to the project we have been discussing. These recommendations are being submitted based on personal observation of your operation.



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

HIGHLIGHTS

Uncompromising Performance

- Powerful GK25 4 Cylinder Engine
 - Maximum Torque 129 ft-lb @ 1600 rpm
 - Maximum Horsepower 61 Hp @ 2700 rpm
 - Throttle by Wire Accelerator (no cable)
 - High Efficiency Aluminum Cylinder Heads
 - Individual High Energy Ignition Coils (no distributor)
 - Low vibration Dynamically Balanced
- Engine Protection System (EPS)
- Fuel saver mode reducing fuel consumption up to 14%
- Cyclone Air Filter
- High efficiency Aluminum Core Radiator
- Robust Powershift Automatic Transmission 1F/1R
- Transmission Oil Cooler
- Hydrostatic Power Steering
- Elevated Air Intake
- Maintenance Free Battery
- Premium long lasting Trelleborg Tires
- 500 Hour Service Intervals

Superior Operator Comfort

- Premium Full Suspension Grammer Seat
- Tilt Steering Column with Memory function
- Isolated (Rubber mounted) Key Components to reduce vibration
- Rubber floor mat
- Insulated Engine cover
- Convenience tray with clipboard holder
- Separate Brake and Inching Pedals





GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

- Elongated Grab handle Bar
- Open Step with Anti Slip Plate
- Electronic Direction Control
- Premium tires with 3 layers construction for an extra comfortable ride

Added Operator Protection and Awareness

- LED work lights
- Premium LCD/LED Display
- Presence Detection System (PDS)
- Dual Action Parking Brake Handle
- Ground speed control
- Password lock
- Anti-Restart Ignition Key Switch
- Transmission Return to Neutral for Start

KEY FEATURES & BENEFITS

EXCEPTIONAL PERFORMANCE	After years of expertise and leadership in material handling solutions, Cat® lift trucks engineered a game changing powertrain for exceptional performance in the toughest material handling conditions. The GK engine family is the industry's most powerful and respected industrial engine family in its class. The engines delivers outstanding performance while maintaining the highest standards of durability and reliability. With a proven track record for quality and dependability, the rugged PowerShift transmission delivers a remarkable performance optimizing engine power and response.
OPERATOR COMFORT	A forklift's productivity is not only measured by a strong powertrain, but also by its operator comfort and efficiency. This is why Cat® lift trucks designed an ergonomic operator compartment optimizing comfort, visibility and productivity for long and demanding shifts.
PRESENCE DETECTION SYSTEM	The Patented PDS system, standard on all Cat® lift trucks helps ensure that the operator is following the correct operating procedures. Once the operator leaves the seat and does not engage the park brake, the PDS will disengage the transmission and all hydraulic functions to the mast while activating an audible alarm and a flashing visual warning.
ENGINE PROTECTION SYSTEM	The EPS monitors the Engine Coolant Temperature, Transmission Oil Temperature and Engine Oil Pressure. The system issues a warning and cuts back on engine rpm when parameters go out of range. It also monitors the brake fluid level and warns when the level is too low. The EPS also issues periodic maintenance alerts by displaying them on the screen.
PREMIUM LED/LCD DISPLAY	The standard premium LED/LCD display is connected to the monitoring system alerting the operator if one of the systems is not in check. It includes a Speedometer, Hour Meter, Clock, Travel Direction, Low Fuel Indicator or Fuel Gage, Coolant Temperature, Battery Charging Status, Operator Passcode capability and other systems-related indicators & warnings.

CONFIGURATION

CHASSIS	1	5,000 lb. Capacity LP Pneumatic Tire Lift Truck
MAST	1	188.0" MFH / 84.5" OAL / 36.0" FFH Triplex
RATINGS & STANDARDS	1	UL Approved
RATINGS & STANDARDS	1	EPA Compliant
FORKS	1	1.6" X 3.9" X 48" Hook Type - Pallet
POWERTRAIN	1	GK25 2.5L 4 Cylinder Gas and LPG Engine
POWERTRAIN	1	Single Speed Powershift Transmission
CARRIAGE	1	39.5" Wide ITA Class II Hook Type Carriage
SIDESHIFTER	1	39.5" Wide ITA Class II Hang-On Sideshifter
DRIVE & STEER TIRES	1	Solid Pneumatic Single Drive And Steer Tires
LOAD BACKREST	1	48" High Load Backrest
HYDRAULIC ACTIVATION	1	3-Section Valve with Cowl Mounted Levers
HYDRAULIC HOISING OPTIONS	1	Single Function Internal Hosing - Triplex Mast
TILT CYLINDERS	1	Standard Tilt Cylinders
OVERHEAD GUARD	1	Standard Overhead Guard
PRODUCTIVITY OPTIONS	1	Horizontal Tank Bracket
PRODUCTIVITY OPTIONS	1	Premium LCD/LED Display
PRODUCTIVITY OPTIONS	1	Engine Protection System



GP25N5 - 5,000 lb. Capacity LP Pneumatic Tire Lift Truck

PRODUCTIVITY OPTIONS	1	Separate Brake & Inching Pedals
PRODUCTIVITY OPTIONS	1	Ground Speed Control
PRODUCTIVITY OPTIONS	1	Fuel Saver Mode
SPECIAL APPLICATIONS OPTIONS	1	Aluminum Core Corrugated Fin Radiator
SPECIAL APPLICATIONS OPTIONS	1	Presence Detection System
SPECIAL APPLICATIONS OPTIONS	1	Heavy Duty Counterweight Grill
WARNING / LIGHT OPTIONS	1	Two Forward LED Working Lights On OHG
WARNING / LIGHT OPTIONS	1	Electronic Back-up Alarm
WARNING / LIGHT OPTIONS	1	Rear LED Stop/Tail/Back-up Combination Lights
SEAT	1	Full Suspension Vinyl Seat
ACCESSORIES	1	Orange Seat Belt
ACCESSORIES	1	Rubber Floor Mat
ACCESSORIES	1	Operator Convenience Tray With Clipboard Holder
ACCESSORIES	1	Drawbar Pin
LP TANK	1	Steel LP Tank, Horizontal Fill - 33.5#
LANGUAGE MARKINGS	1	English Language Markings North/South America

GP25N5 SUGGESTED UPGRADES

QTY	CATEGORY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	WARRANTY	Extended Full Coverage Warranty - 36 Months/6000 Hours	\$1,112.80	\$1,112.80	
1	PRODUCTIVITY OPTIONS	Rear Grab Handle With Horn Button	\$149.36	\$149.36	
1	PRODUCTIVITY OPTIONS	Steering Wheel Knob	\$149.36	\$149.36	
1	WARNING / LIGHT OPTIONS	Amber Strobe Light - Mounted Below OHG	\$203.67	\$203.67	
1	ACCESSORIES	Fire Extinguisher - Mounted To OHG Leg	\$152.76	\$152.76	
SPECIFIED + SUGGESTED UPGRADES TOTAL:				\$35,434.48	

GP25N5 INVESTMENT SUMMARY

QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE	ACCEPTED
1	CAT 5,000 lb. Capacity LP Pneumatic Tire Lift Truck	\$33,666.53	\$33,666.53	
SPECIFIED INVESTMENT TOTAL:			\$33,666.53	

Lead time of delivery is estimated at 35 weeks once ordered

GP25N5 WARRANTY

GP25N5	Standard Warranty - 12 Months, 2000 Hours Full Coverage; 24 Months, 4000 Hours Powertrain
--------	---

ACCEPTANCE AS CONTRACT OF SALE

Authorized agent understands and agrees to the Terms and Conditions as included with this Quote

City of Indianola

RAKA

Authorized Agent Signature

Authorized Agent Signature

Date Signed

Date Signed

Printed name

Ryan Allen

Printed name

Title/Position

Sales Rep

Title/Position

Customer Purchase Order Number

Please consult with your accountant, tax professional, or equivalent to confirm characterization of equipment and tax implications. Other financing options and terms may be available (including financing sales tax). Please consult with your product specialist representative for additional financing options.

This proposal is the property of RAKA and is confidential and proprietary. Unauthorized disclosure could be harmful to NMC Material Handling and by acceptance, prospective buyer agrees not to publish, copy or reproduce the contents without the express written consent of RAKA. Standard terms for equipment sales are net due upon receipt of the equipment unless other terms have been agreed upon and included in this proposal.

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION AUTHORIZING THE PURCHASE OF A FORKLIFT
FOR THE WATER RESOURCE RECOVERY DEPARTMENT**

WHEREAS, the Fiscal Year 22 CIP budget includes funding to purchase a forklift, pallet jack and storage shelving for the Water Resource Recovery Department; and

WHEREAS, after a review of quotes, the Indianola Water Resource Recovery Department recommends the bid from Hupp of Ankeny, Iowa be approved at a cost not to exceed \$26,250.00; and

WHEREAS, the pallet jack and storage shelving will be an additional \$3,000.

NOW THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Indianola, Iowa a forklift, pallet jack and storage shelving shall be purchased from Hupp of Ankeny, Iowa in an amount not to exceed \$29,250.00 and the Mayor is authorized and directed to execute on behalf of the City and the City Clerk is authorized and directed to attest to said signature and to affix the seal of the City to the documents required to purchase the equipment.

Approved this 20th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Doug Bylund, Recreation Director
Date: December 20, 2021
Subject: Resolution approving a Professional Services Agreement with ACCO Unlimited Corporation for sand filter media replacement.

Introduction: Agreement with ACCO to replace the sand filter media at the Memorial Aquatic Center

Background: This agreement with ACCO is for replacement of the sand media in all 3 of the circulation system filters at the Memorial Aquatic Center. The sand was evaluated following the 2019 season and at that time replacement was recommended due to deterioration of the individual sand particles. Each of the sand filters has between 7-10 tons of sand to be removed, then the piping will be inspected, and new sand added to each filter.

Discussion: As the sand particles deteriorate and become 'rounded', the filtering effectiveness decreases. This leads to more cloudy water, which becomes a safety issue for water disinfection, water clarity and could lead to early daily closures if the bottom of the pool can not be seen.

Budget Impact: The quote from ACCO is for \$25,630. We also received a quote from Carrico Aquatics for \$36,200. The Aquatic Center Account has a credit from ACCO for \$4,000, so the net cost for this project will be \$21,630. \$19,500 was budgeted for this project, but rising costs for the sand, piping and equipment have contributed to the increased amount.

Recommendation: Staff recommends entering into an agreement with ACCO for the Sand Filter Media Replacement Project in the amount of \$25,630.

Attachments:

1. Acco Quote
2. Resolution with ACCO for sand filter media replacement 2021
3. 2021 Sand Filter Media Replacement Service Agreement - ACCO

October 5, 2021

Mr. Doug Bylund
Indianola Parks & Recreation
2204 W 2nd Avenue
Indianola, IA 50125

Dear Mr. Bylund,

ACCO is pleased to provide the following quotation for your consideration:

Filter media replacement in 3 – 96" Miami vertical steel high rate sand filters.
Removal of existing media, inspection of manifold system, installation of new
media. Installation of new manway gaskets.

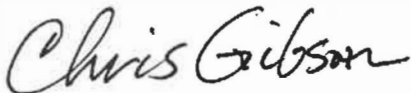
\$25,630.00

Price is based on the assumption that the existing filter media is in a loose, free flowing, non-calcified and non-impacted state and the filters are drained prior to arrival. If any damage exists to the manifold system upon removal of the media, the repairs would be on a time and material basis and may result in a return trip if parts would need to be ordered.

All of us at ACCO appreciate the opportunity to be of service.

Sincerely,

ACCO Unlimited Corporation



Chris Gibson
ACCO Sales Representative

City of Indianola
RESOLUTION NO. 2021-_____

**RESOLUION APPROVING PROFESSIONAL SERVICES AGREEMENT
WITH ACCO UNLIMITED CORPORATION FOR SAND FILTER MEDIA REPLACEMENT**

WHEREAS, the City Council of the City of Indianola, Iowa, is in need of engaging a provider for the replacement of sand filter media at the Veteran's Memorial Aquatic Center; and

WHEREAS, the Park and Recreation Department solicited quotes for said Services; and

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage ACCO Unlimited Corporation of Johnston, Iowa in an amount of \$25,630 for said Services.

WHEREAS, it is the determination of the City Council that the City should enter into a Professional Services Agreement with Oxford Tree Service.

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

1. The Professional Services Agreement with ACCO Unlimited Corporation in the amount of \$25,630.00 is in the public interest of the citizens of the City of Indianola and is hereby approved.
2. The Mayor is authorized and directed to execute the Professional Services Agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

Passed and adopted this 20th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 20th day of December, 2021, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **ACCO Unlimited Corporation 5105 NW Johnston Drive, Johnston, IA 50131**, hereinafter referred to as "SERVICE PROVIDER."

WHEREAS, the CITY is in need of replacement of sand filter media in 3 filters at the Veteran's Memorial Aquatic Center, hereinafter referred to as "Services"; and

WHEREAS, the CITY solicited proposals for said Services; and

WHEREAS, the SERVICE PROVIDER was determined by the City Council to be the best suited to meet the CITY's needs for the Services.

NOW, THEREFORE, THE PARTIES HEREBY MUTUALLY AGREE AS FOLLOWS:

The parties hereby agree to be bound by the terms and conditions and all promises contained in the proposal submitted by the SERVICE PROVIDER to the CITY, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference as if set out in full. In addition, the parties agree as follows:

1. SERVICE PROVIDER shall be paid for the Sand Filter Media Replacement Project in an amount not to exceed twenty-five thousand, six hundred and thirty Dollars (\$ 25,630.00) for said Services. SERVICE PROVIDER acknowledges and agrees that the CITY shall not issue payment until such time as CITY staff determines Services have been provided in accordance with Exhibit "A".

2. SERVICE PROVIDER shall indemnify and save harmless CITY, its agents, servants and employees from and against any claim, demand or cause of action arising out of

negligent or intentional act or error or omission of SERVICE PROVIDER, its agents, servants or employees in the performance of services under this agreement, whether direct or indirect, except that SERVICE PROVIDER shall not be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of CITY or any of its officers, agents or employees.

The execution of the agreement by SERVICE PROVIDER shall obligate SERVICE PROVIDER to comply with the foregoing indemnification provision, however, the collateral obligation of insuring this indemnity must be complied with as set forth below.

3. SERVICE PROVIDER and CITY shall discuss and mutually agree upon a schedule for the Services. SERVICE PROVIDER and CITY shall continue to discuss and review progress of the Services and make necessary adjustments as required by the CITY. Further, SERVICE PROVIDER shall not commence operations and/or labor pursuant to the terms of this Agreement until certification of proof of insurance detailing terms and provisions of coverage has been received and approved by the CITY. Minimum insurance coverage shall be required as set out on Exhibit "B".

4. SERVICE PROVIDER shall comply with all applicable State, Federal and local laws and regulations and shall obtain or cause to be obtained all required permits to perform the Services.

5. This Agreement may be terminated immediately by either party for cause, or by the CITY for convenience upon fourteen (14) days' written notice to SERVICE PROVIDER, in which event SERVICE PROVIDER will be paid its compensation for services actually performed to termination date. "Cause" is defined to be, but not limited to, violation of any of the covenants, duties or terms of this Agreement. In the event that SERVICE PROVIDER abandons this

Agreement or causes it to be terminated, SERVICE PROVIDER shall indemnify CITY against any loss resulting from this termination.

6. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understanding applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understanding concerning the subject matter of this Agreement that are not contained in this document.

IN WITNESS WHEREOF, the parties to this Agreement have set their hands on the day and year first written above.

"CITY":

CITY OF INDIANOLA

By: _____
Pam Pepper, Mayor

Attest: _____
Jackie Raffety, City Clerk

"SERVICE PROVIDER":

By: ACCO Unlimited Corporation

Name: _____

Title: _____



MEMORANDUM

To: Mayor and City Council
From: Akhilesh Pal, Public Works Director
Date: December 20, 2021
Subject: Resolution approving the purchase of a wheel loader for the Public Works Department.

Introduction: The FY 2021-22 capital equipment replacement schedule provides for the purchase of a compact wheel loader for the Public Works Department. The replacement schedule anticipates an expenditure of \$90,000 for this piece of equipment.

Background: The proposed compact wheel loader will replace a 2007 John Deere Backhoe, which has met its service life, which makes it eligible for systematic replacement of the ageing equipment and is cost prohibitive to maintain or repair. Life cycle expectancy of the compact wheel loaders are approximately 10 years. The public works department's fleet currently has two backhoes, where a decision has been made to keep one backhoe and to purchase a compact wheel loader in lieu of the other backhoe. The proposed equipment purchase will improve and expand capabilities related to snow removal, road maintenance, storm sewer maintenance, and other public works departmental operations. There are many street projects requiring a new compact wheel loader that includes the ability to quickly change buckets or attachments.

Discussion: Ziegler CAT has proposed to sell the city a compact wheel loader, Caterpillar Model# 908M, for \$79,109.49, which includes a trade-in value of \$24,500 for replacing the 2007 John Deere Backhoe and the 1996 Caterpillar Asphalt laydown machine. The proposed equipment is available for purchase from Ziegler CAT through Sourcewell Contract #032119-CAT, which was competitively awarded. The City of Indianola has an interlocal agreement with Sourcewell that allows for purchases from its competitively awarded contracts in lieu of soliciting bids on our own. It is not anticipated that Indianola could receive a lower bid through a separate bid process. Although the proposed equipment was only planned to replace the 2007 John Deere Backhoe, this trade-in also includes the 1996 Caterpillar Asphalt laydown machine because the City Council, at their meeting on December 17, 2018, authorized the disposal of the asphalt laydown machine. Staff was unable to find a buyer for this equipment until we got this proposal from Ziegler CAT.

As a part of this purchase, staff is also requesting to purchase four different attachments for this compact wheel loader, for a total cost of \$34,635. Staff is currently inquiring with Iowa DNR if these attachments are eligible for funding from the ongoing State Revolving Fund projects. Even if we don't receive DNR funding for the complete amount of \$34,635, staff is expecting that the majority of these attachments will be eligible for funding and there is an adequate amount from the Public Works Department's Capital Equipment Replacement Fund.

Budget Impact: \$113,744.49

Recommendation: Staff recommends that the proposed equipment be purchased from Ziegler CAT for a total amount of \$113,744.49, which includes \$103,609.49 for a new compact wheel loader,

Caterpillar Model# 908M, a trade-in value of \$24,500 for replacing old equipment, and \$34,635 for different attachments for this new compact wheel loader. If the council approves this equipment request, then delivery of this equipment is expected to take place within the next 6-8 weeks. There is adequate funding for this proposed purchase in the capital plan for the Public Works Department's vehicle replacement program during this fiscal year.

- Attachments:**
1. 12202021 3 Ziegler CAT quote
 2. 12202021 4 CAT 908M
 3. 12202021 5 Tradein Equipment
 4. Res 2021- Loader Purchase

Ziegler Inc.



187732-04

Dec, 14, 2021

CITY OF INDIANOLA
PO BOX 299
INDIANOLA, Iowa 50125

Dear Matt,

We would like to thank you for your interest in our company and our products, and are pleased to quote the following for your consideration.

Caterpillar Model: 908M Compact Wheel Loader with Caterpillar Corporate Governmental Pricing through Source Well contract #032119-CAT with a 23% discount

We wish to thank you for the opportunity of quoting on your equipment needs. **This quote is valid until Dec 24th, 2021** , after which time we reserve the right to re-quote. If there are any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Justin Walker", written over a horizontal line.

Justin Walker

Inside Sales Representative | Ziegler CAT
1600 Ziegler Dr NW | Altoona, IA 50009
515.957.3985 Office

515.314.0021 Cell

515.957.3881 Fax

Justin.Walker@zieglercat.com

Caterpillar Model: 908M Compact Wheel Loaders

STANDARD EQUIPMENT

POWERTRAIN - Emissions Compliance - Higher Regulated Countries - -Cat 55kw gross, C3.3B, HRC - For Europe and Canada: - -US EPA Tier 4i or Tier 4f Certified - -EU Stage 3A or 3B Certified - For United States: - -US EPA Tier 4f Certified - -EU Stage 3B Certified - Engines are fitted with - -cold start plugs - -electric fuel priming pump - -Air cleaner, two-stage with - visual indicator - -Closed Circuit Breather - -Hydraulically driven suction fan - -S-O-S sampling valves - (engine oil and hydraulic oil) - -Two speed hydrostatic transmission - with inching function, 12 mph-20kph - maximum speed - -Frame mounted heavy duty axles with - outboard planetary reduction - -Maintenance free,sealed for life, prop - shaft and universal joints -

ELECTRICAL - 12 volt direct electric starting - Ignition key start / stop switch - 80 ampere alternator - Maintenance free, sealed for life, - heavy duty battery - Battery disconnect switch - Cab mounted fuse panel - Service port connector for - electronic diagnostics (ET) -

OPERATOR ENVIRONMENT - Gauges: - - - Fuel level - - Hydraulic oil temperature - - Engine coolant temperature - - Speedometer - Operator station on isolation mounts - Digital service hourmeter - Operator warning system indicators: - - Master warning - - Parking brake applied - - Hydraulic oil pressure - - Engine oil pressure - - Coolant temperature - - Electrical system - - Hydraulic filter bypass - Multifunction joystick: - - Forward/neutral/reverse - - Gear 1/2 switch, low range - - Differential Lock switch - - Continuous flow, auxiliary - Internal rear view mirror - Suspension seat, adjustable - wrist rest - Interior/Exterior aux. power sockets - Suspended brake/accel. pedals - Cup holder - Heavy duty easy clean floormat - Personal storage - Onboard digital display cluster - 2 external mirrors - knockback - ROPS/ FOPS certified cab, Level I - Retractable seat belt, 50mm (2 in)

COOLING - Extended life coolant antifreeze - Protected to -33F (-36C)

OTHER STANDARD EQUIPMENT - Z bar linkage with parallel lift - 3rd valve aux hydraulics, standard flow - Engine enclosure - lockable - Lockable side door compartments - Hydraulic oil level sight gauge - Lockable fuel filler cap - Radiator expansion bottle - Quick release fuel filter/water separator - ECO engine oil drain - Quick Coupler - Parking Brake (Secondary Brake) - Quick disconnect hydraulics, auxiliary - Recovery hitch & pin - Front and rear fenders - Pressure test points - Machine lifting/tie down points - Loader end float function - High intensity rear lights - Reversing light - E coat primer - Self-cancelling direction indicators -

MACHINE SPECIFICATIONS

DESCRIPTION

908M WHEEL LOADER

ROTATING BEACON

LIGHTS,ROADING,RH DIP,HALOGEN

ENGINE, 74HP, C3.3B, T4F,

TRANS 22 MPH DIFF LOCK E/H

SOUND SUPPRESSION, STANDARD

VALVE, DRAIN, ECO

PRECLEANER

FAN, COOLING, ON DEMAND

COUPLER SSL, VERT, STD FLOW

AIR CONDITIONER, AND HEATER

FEATURE PACKAGE, LOAD/ROAD (Ride Control, Return To Dig, Electronic Throttle Lock, Rimpull Control, Creeper Control, Implement Modulation control and Drivetrain Aggressiveness control)

HYDRAULIC OIL, STANDARD

LIGHTS, STD, HALOGEN

ALARM, BACK UP, ROOF BEACON

HARNESS, WIRING, WT, VERTICAL

HEATER, ENGINE COOLANT, 120V

PRODUCT LINK, CELLULAR, PL240

SEAT BELT, RETRACTABLE 2"

RADIO, AM/FM, BT/USB/AUX/MIC

CAB, DELUXE, SINGLE BRAKE (Adjustable steering column, sliding window (left), sliding window (right), heated rear window, coat hook, cabin light, sun visor, radio ready kit (wiring, speakers, aerial and grilles) and lockable storage box)

SEAT, DELUXE

TIRES, 405/70 R20, DL, SPT9

JOYSTICK,E/H,PARALLEL VALVE

BUCKET-GP, 1.4 YD3, SSL, BOCE

CAT 908M LIST PRICE	\$126,937.66
STANDARD WARRANTY	INCLUDED
SOURCEWELL DISCOUNT (23%)	(\$27,093.66)
MACHINE FREIGHT AND PREP	\$2,102.00
EXTENDED WARRANTY	\$2,850.00
SUBTOTAL	\$102,693.49
LESS GROSS TRADE ALLOWANCE JOHN DEERE 310SJ	(\$17,000.00)
LESS GROSS TRADE ALLOWANCE CAT AP 1055B	(\$7,500.00)
DELIVERY TO INDIANOLA (includes pick up of both trades)	\$916.00
NET BALANCE DUE	\$79,109.49

908M in stock while supply lasts, (if stock sells out, next machine from the factory ETA Spring 2022)

OPTIONAL ATTACHMENTS

ERSKINE TILT ATTACHMENT	\$5,500.00
6-8 weeks lead time	
SNOW WOLF ULTRA 96 SNOW PLOW STEEL CUTTING EDGE W/ FASTACH	\$6,895.00
In stock while supply lasts (if stock sells out, lead time 6-8 weeks)	
CAT BA22 ANGLE BROOM W/ WATER KIT	\$14,700.00
6-8 weeks lead time	
SNOW WOLF ULTRA XT-120 WITH STEEL CUTTING EDGE WITH WOLF WINGS	\$7,540.00
6-8 weeks lead time	

All lead times are approximate and are subject to change. Lead times would start from day of signed order. All prices valid until 12/24/2021 after which time we reserve the right to re-quote

TRADE-INS

Model	Make	Serial Number	Year	Trade Allowance
310SJ	John Deere	146902	2007	\$17,000.00
AP 1055B	Cat	8BM00123	1996	7,500.00

WARRANTY

Standard Warranty:

2 YEAR / 2,000 HOUR PREMIER WARRANTY

Extended Warranty

5 YEAR/ 3,000 HOUR PREMIER EXTENDED WARRANTY



Cat[®] 908M

COMPACT WHEEL LOADER

FEATURES:

The Cat[®] 908M delivers high performance with outstanding versatility. Spacious cab with joystick control keeps you comfortable throughout the work day, allowing you to get more done. Loader design delivers strength and durability with superior control.

- **High Performance** – With its high full turn tipping loads and breakout forces, the M Series delivers a powerful solution for all customer applications.
- **Ease of Operation** – State of the art electrohydraulic system provides low effort, fine control with fast cycle times. All-in-one joystick helps keep eyes on the work. Operator can adjust machine responsiveness with the push of a button, which allows the operator to set up the machine exactly the way they want it based on the application.
- **Cat Optimized Z-bar Loader Linkage** – The Cat optimized Z-bar loader linkage combines the digging efficiency of a traditional Z-bar with tool carrier capabilities for great performance and versatility. With parallel lift and high tilt forces throughout the working range you can safely and confidently handle loads with precise control.

- **Power Train** – Heavy duty axles and 100% diff-lock come standard on both the 20 km/h (12 mph) standard speed machine as well as the 35 km/h (22 mph) high speed option. Ride control is also available as an option, for added comfort and load retention when having to travel longer distances.
- **Versatility** – Whether using a horizontal style coupler (HPL-ISO or HPL-A) or the Skid Steer Loader (SSL) style coupler, combined with standard flow or optional high flow hydraulics, the Cat Compact Wheel Loaders can use a large range of work tools including hydro mechanical work tools.
- **Serviceability** – The design of the M Series allows quick and easy servicing. Tilt up engine hood and side service doors give exceptional access to the major components safely from ground level. S·O·SSM oil ports and pressure test points enable easy preventative maintenance.
- **Cab** – High visibility cab increases comfort with an available deluxe seat, intuitive controls and settings. Optional soft touch pad contains new electronic functions and settings including Implement Modulation and Hystat Aggressiveness, Ride Control, Return to Dig, Lift Kickout, Engine Speed Control, and Rimpull Control. Optional built-in Machine Security System prevents machine theft.

Specifications

Engine

Engine Model	Cat [®] C3.3B DIT*	
Maximum Gross Power		
ISO 14396	54.6 kW	(73.2 hp)
ISO 14396 (metric)	74.2 hp	
Rated Net Power @ 2,400 rpm		
SAE J1349	53.6 kW	(71.9 hp)
ISO 9249	53.6 kW	(72.9 hp)

*The Cat C3.3B DIT engine meets EU Stage V/U.S. EPA Tier 4 Final emission standards.

Weight

Operating Weight	6365 kg	14,032 lb
------------------	---------	-----------

Note: Machine with full fuel tank, ROPS/FOPS cab, 80 kg (176 lb) operator, skid steer loader coupler (SSL) and general purpose bucket (GP).

Buckets

Bucket Capacities		
ISO Coupler	0.75-1.5 m ³	
SSL Style Coupler	1.0-2.0 yd ³	

Travel Speeds

Speed 1	10 km/h	6.2 mph
Speed 2	20 km/h	12.4 mph
High Speed	35 km/h	21.7 mph

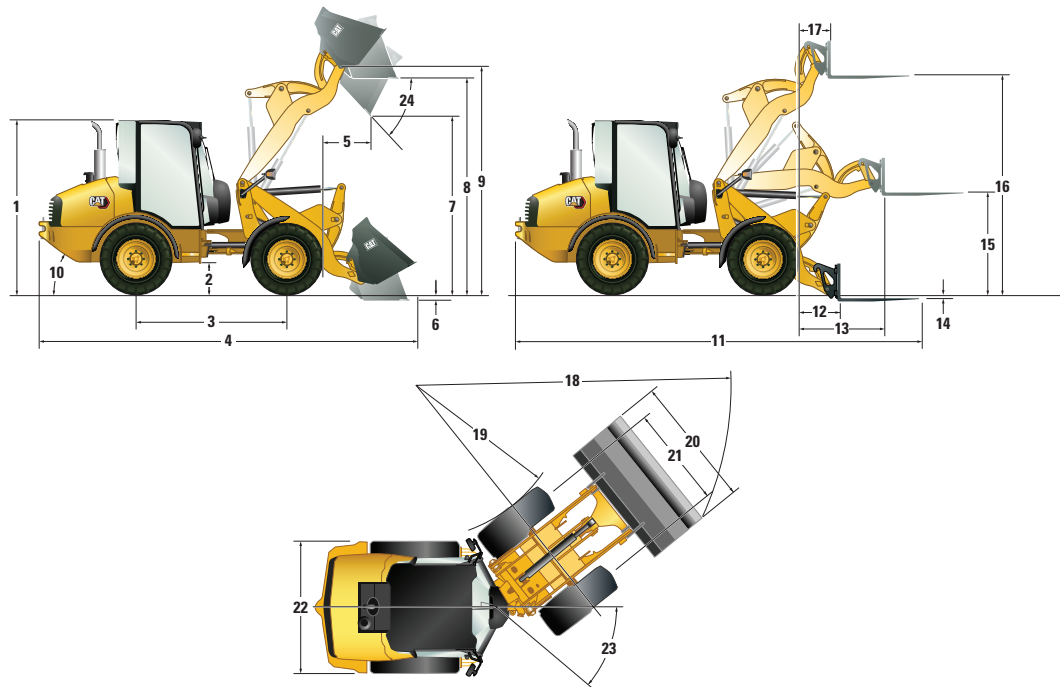
Hydraulic System

Main Relief – 3rd Aux Flow	235 bar	3,400 psi
Standard	85 L/min	22 gal/min
High Flow	130 L/min	34 gal/min
Hydraulic Cycle Time		
Lift	5.2 seconds	
Lower	3.2 seconds	
Dump	1.3 seconds	
Rack Back	2.1 seconds	

Service Refill Capacities

Cooling System	17 L	4.5 gal
Fuel Tank	78 L	20.6 gal
Hydraulic System	70 L	18.5 gal
Engine Oil	11.2 L	3.0 gal

908M Compact Wheel Loader



Dimensions

(All dimensions are approximate. Dimensions shown are based on the machine equipped with general purpose bucket and standard 405/70 SPT9 tires.)

	With ISO Coupler		With SSL Coupler	
1 Cab Height	2650 mm	8 ft 8 in	2650 mm	8 ft 8 in
2 Ground Clearance	340 mm	13 in	340 mm	13 in
3 Wheelbase	2170 mm	7 ft 1 in	2170 mm	7 ft 1 in
4 Overall Length with Bucket	5630 mm	18 ft 5 in	5760 mm	18 ft 11 in
5 Reach at Maximum Dump Height	770 mm	2 ft 6 in	855 mm	2 ft 10 in
6 Dig Depth	101 mm	3.9 in	95 mm	3.7 in
7 Maximum Dump Height	2620 mm	8 ft 7 in	2540 mm	8 ft 4 in
8 Load Over Height	3215 mm	10 ft 7 in	3215 mm	10 ft 7 in
9 Hinge Pin at Maximum Height	3410 mm	11 ft 2 in	3410 mm	11 ft 2 in
10 Departure Angle (Degrees)	33°		33°	
11 Overall Length with Forks	6016 mm	19 ft 8 in	6150 mm	20 ft 2 in
12 Reach at Ground Level	789 mm	2 ft 7 in	925 mm	3 ft
13 Maximum Reach	1309 mm	4 ft 3 in	1445 mm	4 ft 9 in
14 Fork Depth Below Ground (Above Ground)	71 mm	2.8 in	30 mm	1.2 in
15 Fork Height at Maximum Reach	1450 mm	4 ft 9 in	1525 mm	5 ft
16 Maximum Fork Height	3324 mm	10 ft 10 in	3300 mm	10 ft 10 in
17 Fork Reach at Maximum Height	460 mm	1 ft 6 in	595 mm	1 ft 11 in
18 Turning Radius Over Bucket	4530 mm	14 ft 10 in	4560 mm	15 ft
19 Turning Radius Inside Tire	2080 mm	6 ft 10 in	2080 mm	6 ft 10 in
20 Width Over Bucket	2080 mm	6 ft 10 in	2060 mm	6 ft 9 in
21 Tire Gauge	1570 mm	5 ft 2 in	1570 mm	5 ft 2 in
22 Machine Width	1985 mm	6 ft 6 in	1985 mm	6 ft 6 in
23 Articulation Angle (Degrees)	39°		39°	
24 Dump Angle at Maximum Height (Degrees)	45°		45°	

Operating Specifications

Machine with full fuel tank, ROPS/FOPS cab, 80 kg (176 lb) operator, either SSL or ISO coupler and general purpose bucket (GP).

Coupler Type	ISO		SSL	
Tire Size	405/70 R20		405/70 R20	
Operating Weight	6350 kg	13,995 lb	6365 kg	14,032 lb
Rated Bucket Capacity	1.1 m³	1.4 yd³	1.1 m³	1.4 yd³
Breakout Force, Bucket	61 kN	13,712 lb	47 kN	10,566 lb
Rated Operating Load at Full Turn, Bucket	2013 kg	4,438 lb	1885 kg	4,156 lb
Straight Tipping Load, Bucket	4940 kg	10,891 lb	4630 kg	10,207 lb
Full Turn Static Tipping Load, Bucket	4025 kg	8,874 lb	3770 kg	8,311 lb
Rack Back, Transport Position	52°		52°	
Rated Operating Load at Full Turn, Forks (EN 474-3:2006, firm and level ground, 1.25 stability and 500 mm [20 in] load center)	2523 kg	5,561 lb	2355 kg	5,192 lb

Cab Features

Standard Cab Features	Comfort Cab	Deluxe Cab	Canopy
Cup Holder	•	•	•
Two Access Doors	•	•	
Fixed Steering Column			•
Adjustable Steering Column	•	•	
Vinyl Suspension Seat			•
Cloth Suspension Seat, Arm Rest	•		
Cloth, Electric Air Suspension, Arm/Head Rest, Lumbar Support and Heated Back Seat		•	
Left Window – Sliding	•	•	
Right Window – Sliding		•	
Heated Rear Window	•	•	
Coat Hook	•	•	•
Cabin Light	•	•	
Sun Visor	•	•	•
Radio-ready Kit (wiring, speaker, aerial and grilles)		•	
External Knock Back Mirrors	•	•	•
Lockable Storage Box	•	•	•
Adjustable Internal Mirror	•	•	•
Heater	•	•	
Optional Cab Features			
Air Conditioner	•	•	
Cat Radio/CD/MP3/WMA/AUX	•	•	
Rear Blind	•	•	
Machine Security System	•	•	
Radio-ready Kit (wiring, speaker, aerial and grilles)	•		

Maximum Material Densities

Based on ISO 7546:1983, and rated operating loads at full turn.

Bucket Type	General Purpose		Multi Purpose		Light Material	
Rated Capacity	1.1 m³	1.4 yd³	0.9 m³	1.2 yd³	1.5 m³	2.0 yd³
Dump Height	2540 mm	100 in	2630 mm	104 in	2345 mm	92 in
Maximum Material Density	1549 kg/m³	2,611 lb/yd³	1929 kg/m³	3,251 lb/yd³	1034 kg/m³	1,743 lb/yd³
Bucket Width	2060 mm	81 in	2060 mm	81 in	2080 mm	82 in

908M Compact Wheel Loader

STANDARD EQUIPMENT

TRANSMISSION/HYDRAULICS

- 100% differential lock on both axles, selectable on the move
- 18° frame oscillation, 78° articulation
- Transmission, 20 km/h (12.4 mph) with heavy duty axles
- Transmission inching function
- Hydrostatic drive
- Work tool quick coupler
- Proportional auxiliary hydraulic circuit
- Loader arm float function
- Connect under pressure hydraulic quick connector
- Parallel lift Z-bar loader
- Demand based cooling fan

ENGINE

- Cat C3.3B DIT EU Stage V/U.S. EPA Tier 4 Final engine
- Two stage air cleaner with visual indicator
- Cat extended life coolant
- Lockable engine compartments
- Easy quick release fuel filter/water separator
- Engine oil drain valve (non spill eco drain)
- Closed circuit breather
- Eco Mode

ELECTRICAL

- Cab mounted fuse panel
- Battery disconnect switch
- Heavy duty battery, 12V
- Engine cold starter aid
- Alternator 90 amp
- Service point connector for electronic diagnostics (Electronic Technician™)
- Reverse alarm

GENERAL

- E-coat paint primer
- Pressure test points
- Recovery hitch and pin
- Scheduled Oil Sampling S-O-S ports

OPERATOR ENVIRONMENT

- Cup holder
- Sun visor
- ROPS and FOPS certified canopy/cab
- Adjustable wrist rest
- Retractable seat belt

- Auxiliary power sockets
- Coat hook
- On board digital display cluster
- Sound suppression
- Multifunction joystick with direction control
- Two external knock back mirrors
- Warning indicators for major systems
- Easy clean cab floor
- Lockable storage box
- Adjustable internal mirror
- Operator station on isolation mounts
- Digital service hour meter
- Gauges: fuel hydraulic temp, coolant temp, speedometer
- Warnings: master, park brake, hydraulic oil pressure, engine oil pressure, coolant temp, electrical system, hydraulic filter bypass
- Suspended brake/accelerator pedals
- Suspension seat

OPTIONAL EQUIPMENT

TRANSMISSION

- Adjustable speed control (creeper control)
- Rimpull control
- Electronic throttle lock
- Adjustable Hystat response settings
- Ride control
- Speeder, 35 km/h (21.7 mph) with secondary steering

LOADER

- High flow auxiliary hydraulics with pressure relieving quick disconnect manifold
- Load check valves
- Return to dig work tool positioner
- Adjustable implement modulation

ENGINE

- Engine block heater 120V
- Precleaner for engine air filter

ELECTRICAL

- Machine Security System (MSS)
- Magnetic rotating beacon
- Work tool wiring harness
- Working lights, two front and two rear

GENERAL

- Custom color
- Rear light guards
- Tire options including heavy duty tires

FLUIDS

- Cat extended life coolant (–50° C/–58° F)

OPERATOR ENVIRONMENT

- Air conditioning
- Cat radio/CD/MP3/WMA/AUX
- Comfort cab includes: cloth suspension seat, heated rear window, sliding left window, coat hook, sun visor, radio ready and lockable storage box

- Deluxe cab includes: Comfort cab options plus heated cloth air suspension seat with lumbar support and right sliding window
- Radio ready kit including speakers (enclosed cab)
- Two doors (enclosed cab)
- Heated rear window (enclosed cab)
- Cabin light (enclosed cab)
- Pressurized cab (enclosed cab)
- Heater with window, side and feet vents (enclosed cab)
- Wiper/washer front and rear (enclosed cab)
- Rear blind

WORK TOOLS

- For all work tools and standard/high flow options (consult your Cat dealer)

For more complete information on Cat products, dealer services, and industry solutions, visit us on the web at www.cat.com

© 2021 Caterpillar
All rights reserved

Materials and specifications are subject to change without notice. Featured machines in photos may include additional equipment. See your Cat dealer for available options.

CAT, CATERPILLAR, LET'S DO THE WORK, their respective logos, "Caterpillar Corporate Yellow," the "Power Edge" and Cat "Modern Hex" trade dress as well as corporate and product identity used herein, are trademarks of Caterpillar and may not be used without permission.

AEHQ7415-01 (06-2021)
Replaces AEHQ7415
(ANZP, EU, N Am)



1996 Caterpillar Asphalt Laydown Machine



2007 John Deere Backhoe



City of Indianola
RESOLUTION NO 2021-

**RESOLUTION AUTHORIZING THE PURCHASE OF A NEW COMPACT WHEEL LOADER FOR
THE PUBLIC WORKS DEPARTMENT**

WHEREAS, the City Council authorized the City of Indianola's participation in the Sourcewell cooperative purchasing system; and

WHEREAS, utilizing the Sourcewell cooperative purchasing system is the most cost-effective method for acquiring a new compact wheel loader; and

WHEREAS, Ziegler CAT has provided a bid to purchase a new compact wheel loader, Caterpillar Model# 908M, which is matching the bid proposal from the Sourcewell cooperative purchasing system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Public Works Department is hereby authorized to use the Sourcewell cooperative purchasing system and purchase a new compact wheel loader, Caterpillar Model# 908M, from Ziegler CAT for a total amount of \$113,744.49, which includes \$103,609.49 for a new compact wheel loader, Caterpillar Model# 908M, a trade-in value of \$24,500 for replacing the 2007 John Deere Backhoe and the 1996 Caterpillar Asphalt laydown machine, and \$34,635 for different attachments for this new compact wheel loader.

BE IT FURTHER RESOLVED, the Interim City Manager or his designee is authorized to execute contracts and any other necessary documents related to this purchase.

ADOPTED AND APPROVED this 20th 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 20, 2021

Subject: Resolution authorizing the Mayor to execute the Iowa Opioid Allocation Memorandum of Understanding on behalf of the City of Indianola.

Recommendation: Roll call is in order.

Attachments:

1. Res 2021- authorizing Mayor to sign MOU
2. 4. Iowa State - Local Allocation MOU - Sign and Return

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE THE IOWA OPIOD ALLOCATION MEMORANDUM
OF UNDERSTANDING ON BEHALF OF THE CITY OF INDIANOLA**

WHEREAS, the State of Iowa shall be allocated Opioid Funds as part of the Opioid Settlement Agreement; and

WHEREAS, a Memorandum of Understanding is needed in order to become a participating local government and receive funds from the settlement; and

WHEREAS, the attached Memorandum of Understanding sets the terms of the agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, that the attached Memorandum of Understanding between the City and State of Iowa is hereby approved, and that the Mayor is authorized to sign the agreement on behalf of the City.

Passed and approved this 20th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk

IOWA OPIOID ALLOCATION MEMORANDUM OF UNDERSTANDING

A. Definitions

As used in this Memorandum of Understanding (“MOU” or “Agreement”):

1. “Local Government” shall mean all Iowa Counties (regardless of population) and cities, villages, and towns located within the geographic boundaries of the State of Iowa with a population exceeding 10,000.¹
2. “Opioid Funds” shall mean monetary amounts obtained through a Settlement as defined in this MOU, including amounts obtained under Sections IV and V of the Distributor Master Settlement Agreement and Sections V and VI of the J&J Master Settlement Agreement. Separate amounts allocated to the State as restitution pursuant to Sections IX of the Distributor Master Settlement Agreement and Sections X of the J&J Master Settlement Agreement and amounts for reimbursement of attorneys’ fees and costs as set forth in Sections X of the Distributor Master Settlement Agreement and Section XI of the J&J Master Settlement Agreement and from similar state specific or private attorneys’ fees funds created by other Settlements are not “Opioid Funds.” For avoidance of doubt, payments to the Iowa Backstop Fund will be paid out of Opioid Funds as more specifically set forth in Section D of this MOU.
3. “Opioid Related Expenditure” shall mean an expenditure consistent with the categories enumerated in Exhibit E to the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at <https://nationalopioidsettlement.com/> and attached hereto as Exhibit 1.
4. “Parties” shall mean the State of Iowa and Participating Local Governments.
5. “Pharmaceutical Supply Chain Participant” shall mean any entity that engages in or has engaged in the manufacture, marketing, promotion, distribution or dispensing of an opioid analgesic, including but not limited to those persons or entities identified as Defendants in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio.
6. “Participating Local Government” is any Local Government that agrees to be bound by a Settlement by Participation Agreement necessary to effectuate that Settlement or other similar document.
7. “Settlement” shall mean the negotiated resolution of legal or equitable claims regarding opioids against a Pharmaceutical Supply Chain Participant when that resolution has been

¹ The population figures contained in this MOU shall be derived from the published U.S. Census Bureau’s population estimates for July 1, 2019, released May 2020 as set for in the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement.

jointly entered into by the Parties. For avoidance of doubt, a Settlement shall not include (i) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that is unrelated to the claims at issue in the matter captioned *In re: Opioid Litigation*, MDL 2804 pending in the United States District Court for the Northern District of Ohio or (ii) any negotiated resolution of legal or equitable claims between the State and a Supply Chain Participant that requires the Parties to allocate settlement proceeds in a specific manner or using specified allocation percentages inconsistent with this MOU

8. “Master Settlement Agreement” shall mean the agreements documenting a Settlement. For the purposes of this MOU the Distributor Master Settlement Agreement and the J&J Master Settlement Agreement found at <https://nationalopioidsettlement.com/> are Master Settlement Agreements under the meaning of this MOU.
9. “State” shall mean the State of Iowa.

B. Allocation of the Opioid Settlement Proceeds

1. Opioid Funds shall be allocated as follows: (i) 50% to the Iowa Abatement Fund (“Iowa Abatement Share”) and (ii) 50% to Participating Local Governments, less fees and costs allocated to the Iowa Backstop Fund as set forth in Section D (“LG Abatement Share”).
2. The Participating Local Governments may elect to use a Settlement Administrator (“Settlement Administrator”) to receive and distribute Opioid Funds allocated to the LG Abatement Share pursuant to this MOU.
3. Opioid Funds shall not be considered funds of the Iowa Abatement Fund or any Local Government unless and until such time as an allocation is made to the Iowa Abatement Fund or any Participating Local Government pursuant to this Section.
4. The LG Abatement Share shall be distributed in direct payments to the Counties that are Participating Local Governments according to the National Negotiation Class Formula, in the amounts set forth on Exhibit 2 (“Direct Distribution Amount”).
5. A County may elect to forego its Direct Distribution Amount by notifying the Settlement Administrator in writing of its decision. If a County makes an election to forego its Direct Distribution Amount, that amount reverts to the LG Abatement Share unless the County specifically designates that its share should revert to the Iowa Abatement Share.
6. Except as provided herein, nothing shall prohibit a County from sub-allocating any portion of its Direct Distribution Amount to the Iowa Abatement Fund or to a City that is a Participating Local Government within its jurisdiction provided, however, that the Iowa Abatement Fund or City must expend any such sub-allocation only on an Opioid Related Expenditure.

7. If a County sub-allocates Opioid Funds to a City within its jurisdiction, such suballocation shall be made according to an agreement between the County and the City requiring the use of the suballocated funds for an Opioid Related Expenditure and further providing that a use of funds inconsistent with an Opioid Related Expenditure shall make the funds subject to recoupment and otherwise disqualify the City from a future sub-allocation.
8. Except as provided herein, 100% of the Iowa Abatement Share and the LG Abatement Share, regardless of allocation, shall be utilized only for Opioid Related Expenditures incurred after the Effective Date of this MOU. The list of approved Opioid Related Expenditures are set forth in Exhibit 1 to this MOU. The Parties agree that at least 75% of the Iowa Abatement Share and the LG Abatement Share shall be utilized for only the “Core Strategies” listed in Schedule A of Exhibit 1 to this MOU.
9. The Parties may use up to 2.5% of the Iowa Abatement Share and the LG Abatement Share for administrative costs for Opioid Related Expenditures.

C. Compliance Reporting and Accountability

1. Every Participating Local Government that receives a Direct Distribution Amount shall create a separate fund on its financial books and records that is designated for the receipt and expenditure of the entity’s Direct Distribution Amount, called the “LG Abatement Fund.” Funds in an LG Abatement Fund shall not be commingled with any other money or funds of the Participating Local Government. A Participating Local Government may invest LG Abatement Fund funds consistent with the investment of other funds of a Participating Local Government.
2. Funds in a LG Abatement Fund may be expended by a Participating Local Government only for Opioid Related Expenditures. For avoidance of doubt, funds in a LG Abatement Fund may not be expended for costs, disbursements or payments made or incurred prior to the Settlement.
3. Each LG Abatement Fund shall be subject to audit in a manner consistent with Code of Iowa §§331.402(2)(i) and 11.6. Any such audit shall be a financial and performance audit to ensure that the LG Abatement Fund disbursements are consistent with the terms of this MOU. If any such audit reveals an expenditure inconsistent with the terms of this MOU, the Participating Local Government shall immediately redirect the funds associated with the inconsistent expenditure to an Opioid Related Expenditure.
4. Reporting
 - a. Each Participating Local Government that receives a Direct Distribution Amount must prepare and file a public annual report describing the expenditure of its Direct Distribution Amount. The report shall include, though is not limited to, a

narrative description of the funded programs; the dollar amount provided; and progress and/or outcomes of funded programs. Participating Local Governments may work together to prepare and file joint reports if they so choose.

- b. A Participating Local Government taking a suballocation of some amount of its Direct Distribution Amount pursuant to Section B(7) is responsible for including the expenditure of those funds and outcomes from those expenditures in the annual report required by Section C(4)(a), above.
 - c. The State may utilize the reports in order to report to the public on the use and effectiveness of the Opioid Funds in addressing the opioid crisis in Iowa.
5. Two or more Participating Local Governments may combine their respective Direct Distribution Amounts.
6. Nothing shall prohibit Participating Local Governments from acting alone or together pursuant to Paragraph 5 or from entering into an agreement(s) relating to the securitization of Opioid Funds (and any allocation thereof) that are scheduled under a Settlement to be paid at a future date.
7. Pursuant to Section B of this MOU the Iowa Abatement Fund and all Participating Local Governments shall use 100% of the Iowa Abatement Share and the LG Abatement Share for Opioid Related Expenditures.

D. Payment of Counsel and Opioid Litigation Expenses

1. Sixty-six of the Participating Local Governments (“Litigating Local Governments”) have contracted with outside counsel (“Counsel”) for representation in litigation against certain Pharmaceutical Supply Chain Participants and Counsel has been representing some of those entities since 2018. The Litigating Local Governments are set forth on Exhibit 2. In consideration for Counsel’s representation, each of the Litigating Local Governments entered into a contract with its Counsel for a 25% contingency fee applied to each Litigating Local Government’s recovery.
2. The Distributor Master Settlement Agreement and the J&J Master Settlement Agreement provide for the payment of attorneys’ fees and legal expenses owed by States and Participating Local Governments to outside counsel retained for litigation against the Defendants in those agreements. To effectuate this, the Court in the MDL Litigation has established a fund to compensate attorneys for services rendered and expenses incurred that have benefitted plaintiffs generally in the litigation (the “National Attorney Fee Fund”).
3. Counsel for the Litigating Local Governments intends to make application to the National Attorney Fee Fund. Because there is still uncertainty regarding what Counsel will recover as compensation for the large volume of work done and the large out of pocket expense of the Litigation, and whereas the Litigating Local Governments desire

to fairly compensate Counsel for the work done on behalf of Litigating Local Governments, the Parties agree that the Participating Local Governments will create an Iowa attorneys' fees and costs fund (the "Iowa Backstop Fund") to compensate Counsel only in the event Counsel does not recover from the National Attorney Fee Fund an amount equal to 15 % of the LG Abatement Share attributable to the Litigating Local Governments, less any amounts a Litigating Local Government suballocates to one or more Cities within its jurisdiction ("Net Direct Distribution Amount"). For the avoidance of doubt, collectively, Counsel are limited to being paid, at most, and assuming adequate funds are available under the National Attorney Fee Fund and the Iowa Backstop Fund, attorneys' fees totaling fifteen percent (15%) of the total Net Direct Distribution Amount for all Litigating Local Governments.

4. Counsel must first seek recovery at the National Attorney Fee Fund before applying to the Iowa Backstop Fund and may not recover from the Iowa Backstop Fund any amounts recovered at the National Attorney Fee Fund.
5. Counsel can seek payment from the Iowa Backstop Fund only for the difference between what they have collected from the National Attorney Fee Fund and the amount to which they are entitled under Paragraph D(3), above.
6. If Counsel receives fees/costs for common benefit work from the National Attorney Fee Fund, when determining "amounts recovered" for purposes of this Section D, those fees/costs received from the National Attorney Fee Fund for common benefit work will be allocated proportionately across all of their local governmental clients based on the Negotiation Class Model to allocate the appropriate portion to Iowa Litigating Local Governments.
7. The Iowa Backstop Fund shall be funded as follows: from the Opioid Funds Allocated to Participating Local Governments pursuant to this MOU, the Settlement Administrator shall deposit in the Iowa Backstop Fund an amount equal to 15% of the total Net Direct Distribution Amount for all Litigating Local Governments and distribute the remainder of the funds allocated to Participating Local Governments as set forth in Section B above. No funds from the Iowa Abatement Share shall be used to pay attorneys' fees and no funds from the Iowa Abatement Share shall be paid to the Iowa Backstop Fund.
8. Any funds remaining in the Iowa Backstop Fund in excess of the amounts needed to cover the deficiency in attorneys' fees as provided in this Section shall revert back to the LG Abatement Share and shall be allocated to the Participating Local Governments as provided in Section B.
9. The Settlement Administrator shall be responsible for receiving requests for and allocating payments to Counsel from the Iowa Backstop Fund. Counsel seeking payment from the Iowa Backstop Fund shall provide all documents and information required and/or sought by the Settlement Administrator.

10. The Settlement Administrator is authorized to provide information regarding requests for and payment from the Iowa Backstop Fund to the Attorney General, upon request.
11. The Iowa Backstop Fund will not be funded by proceeds from any resolution in the matter of *In re Purdue Pharma L.P., et. al.*, Docket No. 19-23649 in the Bankruptcy Court for the Southern District of New York.

E. Minimum Participation

1. This Agreement shall become effective at the time when Litigating Local Governments comprising 95% of the total Litigating Local Government population and Local Governments comprising 80% of the total population of eligible Primary Subdivisions as defined and described in in the Settlement Agreements with a population over 30,000 people sign this MOU (“MOU Effective Date”).
2. For avoidance of doubt, a list of the Litigating Local Governments and eligible Primary Subdivisions with a population over 30,000 people whose participation is required to achieve the MOU Effective Dates as set forth above is attached hereto as Exhibit 3.

F. Other Terms

1. The Parties agree to make such amendments as necessary to implement the intent of this agreement. After this Agreement becomes effective, amendments may only be made to this Agreement if approved in writing by the Attorney General and at least 51% of the Participating Local Governments.
2. This Agreement shall be governed by and construed under the laws of the State of Iowa using Iowa law. Any action related to the provisions of this Agreement, except as otherwise provided in the Master Settlement Agreements or Future Resolutions, must be adjudicated by the Iowa state courts of Polk County in the State of Iowa.
3. This Agreement does not supersede or alter the terms of the Master Settlement Agreements except to the extent those terms allow for a State-Subdivision Agreement to do so.
4. If any part of this Agreement is declared invalid or becomes inoperative for any reason, such invalidity or failure shall not affect the validity and enforceability of any other provision.
5. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall be considered one and the same agreement. A signature transmitted by facsimile or electronic image shall be deemed an original signature for purposes of executing this Agreement.

6. Each person signing this Agreement represents that he or she is fully authorized to enter into the terms and conditions of, and to execute, this Agreement on behalf of the named governmental entity, and that all necessary.

IN WITNESS WHEREOF, the parties hereby execute this MOU as of the date set forth below.

ON BEHALF OF THE STATE OF IOWA:

Attorney General Thomas J. Miller

Date: _____

ON BEHALF OF THE LOCAL GOVERNMENTS:

Adair County
Printed: _____

Date: _____

Adams County
Printed: _____

Date: _____

Allamakee County
Printed: _____

Date: _____

Altoona City
Printed: _____

Date: _____

Ames City
Printed: _____

Date: _____

Ankeny City
Printed: _____

Date: _____

_____ Date: _____
Appanoose County
Printed: _____

_____ Date: _____
Audubon County
Printed: _____

_____ Date: _____
Benton County
Printed: _____

_____ Date: _____
Bettendorf City
Printed: _____

_____ Date: _____
Black Hawk County
Printed: _____

_____ Date: _____
Boone City
Printed: _____

_____ Date: _____
Boone County
Printed: _____

_____ Date: _____
Bremer County
Printed: _____

_____ Date: _____
Buchanan County
Printed: _____

_____ Date: _____
Buena Vista County
Printed: _____

_____ Date: _____
Burlington City
Printed: _____

_____ Date: _____
Butler County
Printed: _____

_____ Date: _____
Calhoun County
Printed: _____

_____ Date: _____
Carroll County
Printed: _____

_____ Date: _____
Cass County
Printed: _____

_____ Date: _____
Cedar County
Printed: _____

_____ Date: _____
Cedar Falls City
Printed: _____

_____ Date: _____
Cedar Rapids City
Printed: _____

_____ Date: _____
Cerro Gordo County
Printed: _____

_____ Date: _____
Cherokee County
Printed: _____

_____ Date: _____
Chickasaw County
Printed: _____

_____ Date: _____
Clay County
Printed: _____

_____ Date: _____
Clayton County
Printed: _____

_____ Date: _____
Clinton City
Printed: _____

_____ Date: _____
Clinton County
Printed: _____

_____ Date: _____
Clive City
Printed: _____

_____ Date: _____
Coralville City
Printed: _____

_____ Date: _____
Council Bluffs City
Printed: _____

_____ Date: _____
Crawford County
Printed: _____

_____ Date: _____
Dallas County
Printed: _____

_____ Date: _____
Davenport City
Printed: _____

_____ Date: _____
Delaware County
Printed: _____

_____ Date: _____
Des Moines City
Printed: _____

_____ Date: _____
Des Moines County
Printed: _____

_____ Date: _____
Dickinson County
Printed: _____

Date: _____
Dubuque City
Printed: _____

Date: _____
Dubuque County
Printed: _____

Date: _____
Emmet County
Printed: _____

Date: _____
Fairfield City
Printed: _____

Date: _____
Fayette County
Printed: _____

Date: _____
Floyd County
Printed: _____

Date: _____
Fort Dodge City
Printed: _____

Date: _____
Fort Madison City
Printed: _____

_____ Date: _____
Franklin County
Printed: _____

_____ Date: _____
Fremont County
Printed: _____

_____ Date: _____
Grimes City
Printed: _____

_____ Date: _____
Grundy County
Printed: _____

_____ Date: _____
Guthrie County
Printed: _____

_____ Date: _____
Hamilton County
Printed: _____

_____ Date: _____
Hancock County
Printed: _____

_____ Date: _____
Hardin County
Printed: _____

_____ Date: _____
Harrison County
Printed: _____

_____ Date: _____
Henry County
Printed: _____

_____ Date: _____
Howard County
Printed: _____

_____ Date: _____
Humboldt County
Printed: _____

_____ Date: _____
Ida County
Printed: _____

_____ Date: _____
Indianola City
Printed: _____

_____ Date: _____
Iowa City
Printed: _____

_____ Date: _____
Iowa County
Printed: _____

_____ Date: _____
Jackson County
Printed: _____

_____ Date: _____
Jasper County
Printed: _____

_____ Date: _____
Jefferson County
Printed: _____

_____ Date: _____
Johnson County
Printed: _____

_____ Date: _____
Johnston City
Printed: _____

_____ Date: _____
Jones County
Printed: _____

_____ Date: _____
Keokuk City
Printed: _____

_____ Date: _____
Keokuk County
Printed: _____

_____ Date: _____
Kossuth County
Printed: _____

_____ Date: _____
Le Mars City
Printed: _____

____ Date: _____
Lee County
Printed: _____

____ Date: _____
Linn County
Printed: _____

____ Date: _____
Louisa County
Printed: _____

____ Date: _____
Lyon County
Printed: _____

____ Date: _____
Madison County
Printed: _____

____ Date: _____
Mahaska County
Printed: _____

____ Date: _____
Marion City
Printed: _____

____ Date: _____
Marion County
Printed: _____

____ Date: _____
Marshall County
Printed: _____

_____ Date: _____
Marshalltown City
Printed: _____

_____ Date: _____
Mason City City
Printed: _____

_____ Date: _____
Mills County
Printed: _____

_____ Date: _____
Mitchell County
Printed: _____

_____ Date: _____
Monroe County
Printed: _____

_____ Date: _____
Montgomery County
Printed: _____

_____ Date: _____
Muscatine City
Printed: _____

_____ Date: _____
Muscatine County
Printed: _____

_____ Date: _____
Newton City
Printed: _____

North Liberty City
Printed: _____ Date: _____

Norwalk City
Printed: _____ Date: _____

O'Brien County
Printed: _____ Date: _____

Osceola County
Printed: _____ Date: _____

Oskaloosa City
Printed: _____ Date: _____

Ottumwa City
Printed: _____ Date: _____

Page County
Printed: _____ Date: _____

Pella City
Printed: _____ Date: _____

____ Date: _____
Pleasant Hill City
Printed: _____

____ Date: _____
Plymouth County
Printed: _____

____ Date: _____
Pocahontas County
Printed: _____

____ Date: _____
Polk County
Printed: _____

____ Date: _____
Pottawattamie County
Printed: _____

____ Date: _____
Poweshiek County
Printed: _____

____ Date: _____
Sac County
Printed: _____

____ Date: _____
Scott County
Printed: _____

____ Date: _____
Shelby County
Printed: _____

_____ Date: _____
Sioux City
Printed: _____

_____ Date: _____
Sioux County
Printed: _____

_____ Date: _____
Spencer City
Printed: _____

_____ Date: _____
Storm Lake City
Printed: _____

_____ Date: _____
Story County
Printed: _____

_____ Date: _____
Tama County
Printed: _____

_____ Date: _____
Taylor County
Printed: _____

_____ Date: _____
Union County
Printed: _____

_____ Date: _____
Urbandale City
Printed: _____

_____ Date: _____
Wapello County
Printed: _____

_____ Date: _____
Warren County
Printed: _____

_____ Date: _____
Washington County
Printed: _____

_____ Date: _____
Waterloo City
Printed: _____

_____ Date: _____
Waukee City
Printed: _____

_____ Date: _____
Waverly City
Printed: _____

_____ Date: _____
Webster County
Printed: _____

_____ Date: _____
West Des Moines City
Printed: _____

_____ Date: _____
Winnebago County
Printed: _____

_____ Date: _____
Winneshiek County
Printed: _____

_____ Date: _____
Woodbury County
Printed: _____

_____ Date: _____
Worth County
Printed: _____

_____ Date: _____
Wright County
Printed: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 20, 2021
Subject: Approval of refuse hauling rates for 2022.

Introduction: Each September, the Clerk's office contacts refuse haulers to re-affirm the October deadline to request a rate increase (per Chapter 106 of the City of Indianola Code of Ordinances) for the calendar year beginning January 1. Requests for a rate increase were received from Waste Connections of Iowa Inc, Waste Management of Iowa, and Wiegert Disposal, Inc.

Background: Refuse rates are available on the City's website at <http://www.indianolaiowa.gov/319/Refuse-Rates>

Discussion: Below is a chart of the maximum rates the refuse haulers can charge to the City of Indianola residents.

Waste Connections of Iowa

Service	Old Rate	New Rate
Curbside with 65 gallon toter	\$20.00	No longer offering this size
Curbside with 96 gallon toter	\$23.15	\$25.00
Curbside with two 96 gallon toters	\$35.75	\$38.00

Waste Management of Iowa

Service	Old Rate	New Rate
96 gallon toter - new customer special	\$18.25	\$21.90
35 gallon toter	\$16.00	\$19.20
65 gallon toter	\$18.00	\$21.60
96 gallon toter	\$20.00	\$24.00
One 30 gallon toter	\$16.50	\$19.80
Two 30 gallon toters	\$18.50	\$22.20
Three 30 gallon toters	\$20.00	\$24.00

Bulky Items (no white goods)	1 free/week	1 free/week
Extra Weekly	\$5.50/cubic yard	\$6.60/cubic yard

Wiegert Disposal

Service	Old Rate	New Rate
Residential	\$22.00	\$25.00

T.R.M. Disposal has stated they will not be changing residential rates for the year 2022.

Budget Impact:

Recommendation: Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 20, 2021
Subject: Approval of utility write-offs for April - September 2021.

Introduction: Council is asked to authorize the past due sewer, recycling and storm water fees to be sent to the State Offset Program for collection.

Background:

Discussion: Past due balances of \$6,800.26 on 102 accounts will be submitted to the State Income Offset Program for collection.

Budget Impact:

Recommendation: Approval.

Attachments: 1. Write Offs April-September 2021

December 2021

(Billed from April 2021 to September 2021)

Sewer Billed	\$1,996,041.64	
Sewer Sent to State Offsets	\$5,480.92	0.27%
Recycling Billed	\$166,534.96	
Recycling Sent to State Offsets	\$1,132.03	0.68%
Stormwater Billed	\$218,968.28	
Stormwater Sent to State Offsets	\$187.31	0.09%

Total # of accounts wrote off - 102

<u>Service</u>	<u>Total Dollar Amount</u>
Sewer	\$ 5,480.92
Recycling	\$1,132.03
Stormwater	\$187.31
Grand Total	\$ 6,800.26



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 20, 2021

Subject: Third 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.

Roll call is in order.

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 20, 2021
Subject: Third 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 20, 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:

Miranda Chadwick, to Office Assistant CE4-1 \$41,104.43/year, effective December 5, 2021; and

Jeremy Cross, Firefighter/Paramedic to FF3 \$69,387.74/year (\$300 longevity), effective December 5, 2021; and

Isaiah Strong, Police Officer, start at PO Hire \$59,234.71/year, effective December 13, 2021; and

Michelle Snyder, Part-time Police Clerical to R2-5 \$19.529/hour, effective December 19, 2021; and

Janis Comer, Children Services Librarian, to CE6-4 \$54,839.69/year (\$250 longevity), effective January 2, 2022; and

Becky Lane, Recreation Coordinator to R18-5 \$52,782.46/year (\$250 longevity), effective January 2, 2022.

Passed and approved this 20th day of December 2021.

Pam Pepper, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From:
Date: December 20, 2021
Subject: Treasurer's Report - November

Recommendation: Simple motion to receive and file the report is in order.

Attachments: 1. November 2021 TR

FINANCIAL REPORT
MONTH OF NOVEMBER, 2021

	Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance
001	General Government	3,243,534.29	178,134.30	166,163.89	86,796.01	5,709.17	3,336,591.54
011	Police	2,711,002.81	239,025.17	298,867.24	120,015.99	5,705.42	2,765,471.31
015	Fire	386,176.23	50,723.60	61,741.40	16,521.01	1,139.75	390,539.69
016	Ambulance	111,787.20	104,920.55	145,724.59	37,824.42	6,458.83	102,348.75
041	Library	518,572.40	50,561.63	58,906.64	16,955.78	3,660.00	523,523.17
042	Park & Recreation	843,199.56	105,350.98	97,365.52	25,674.87	4,110.08	872,749.81
045	Memorial Pool	136,870.89	8,575.54	4,980.87	-	-	140,465.56
099	Franchise Fee-MEC	747,123.44	-	-	-	-	747,123.44
	GENERAL FUND SUB-TOTAL	8,698,266.82	737,291.77	833,750.15	303,788.08	26,783.25	8,878,813.27
110	Road Use Tax (Streets)	2,342,551.74	140,635.65	102,984.65	-	18,039.75	2,362,162.99
112	Trust & Agency	61,295.31	219,720.33	-	-	219,720.33	61,295.31
115	YMCA Maintenance Obligations	366,095.03	-	-	-	-	366,095.03
121	Local Option sales Tax	7,054,512.60	620,126.57	-	-	-	7,674,639.17
125	TIF	5,964,330.13	170,897.89	-	-	-	6,135,228.02
141	Library Special Revenue	63,552.16	4,287.29	159.48	-	-	67,679.97
142	Park & Rec Special Revenue	49,731.91	-	1,141.50	-	-	48,590.41
160	Downtown Revolving Loan	138,723.44	-	-	-	-	138,723.44
161	Downtown BIZ Program	125,815.36	-	530.26	-	-	125,285.10
177	Police Forfeiture	19,830.07	-	-	-	-	19,830.07
190	Vehicle Reserve	423,024.79	-	30,720.80	-	-	392,303.99
	SPECIAL REVENUE SUB-TOTAL	16,609,462.54	1,155,667.73	135,536.69	-	237,760.08	17,391,833.50
200	G.O. DEBT SERVICE	1,130,425.10	86,842.73	167,108.75	-	-	1,050,159.08
301	Capital Projects (General)	720,684.67	-	-	-	-	720,684.67
321	Capital Projects (Streets)	56,935.52	897.05	219,705.10	-	-	(161,872.53)
322	Downtown Sqaure Streetscape	2,706,203.66	110,461.25	322,352.23	-	-	2,494,312.68
323	Hillcrest Ave Improvements	3,410,707.11	-	29,108.82	-	-	3,381,598.29
324	K Street Improvements	3,477,269.02	-	-	-	-	3,477,269.02
325	ARPA Funds	1,154,605.74	3,998.00	-	-	-	1,158,603.74
353	Community Redevelopment (D&D)	88,537.03	-	-	-	-	88,537.03
	CAPITAL PROJECTS SUB-TOTAL	11,614,942.75	115,356.30	571,166.15	-	-	11,159,132.90
541	LIBRARY ENDOWMENT FUND	44,685.77	165.85	-	-	-	44,851.62
610	Sewer	1,030,397.08	(1,750.02)	62,336.71	158,333.33	37,644.75	1,086,998.93
650	Stormwater Utility	590,125.73	55,920.08	8,629.19	-	800.00	636,616.62
670	Recycling	147,723.93	26,807.00	25,732.08	-	800.00	147,998.85
710	Sewer Capital Projects	1,312,528.47	389,602.73	209,135.72	-	158,333.33	1,334,662.15
771	Sewer Reserve	114,238.70	-	-	-	-	114,238.70
781	WRRF Construction	360,294.78	1,978,977.06	1,978,977.06	-	-	360,294.78
791	Sewer Revenue Bonds	531,493.29	-	-	-	-	531,493.29
820	Health Insurance	2,335,475.78	152,438.45	176,303.11	-	-	2,311,611.12
830	Health Reimbursement Accounts	5,607.71	-	-	-	-	5,607.71
840	Flex/STD	185,880.01	241.54	237.04	-	-	185,884.51
850	Liability Insurance Reserve-City	(41,763.98)	-	60.00	-	-	(41,823.98)
	CITY UTILITY & ISF SUB-TOTAL	6,572,001.50	2,602,236.84	2,461,410.91	158,333.33	197,578.08	6,673,582.68
	City Funds Subtotal	44,669,784.48	4,697,561.22	4,168,972.65	462,121.41	462,121.41	45,198,373.05
	IMU Funds in Casselle	(421,644.41)	433,602.80	282,985.44	-	2,170.00	(273,197.05)
	GRAND TOTAL CITY FUNDS	44,248,140.07	5,131,164.02	4,451,958.09	462,121.41	464,291.41	44,925,176.00
	Cross Check Total						44,925,176.00
Investments					Clerk's Balance		44,925,176.00
Bankers Trust	\$	20,962,960.60	1.80%				
Iowa Public Agency Inv. Trust	\$	116,218.65	0.01%				
Payroll Account, TruBank	\$	-					
Checking Account, TruBank	\$	13,863,481.71	0.20%		Plus Outstanding Checks	\$	338,476.51
Sweep Account, TruBank	\$	10,039,827.26	0.40%		Minus Outstanding Deposits	\$	(365.00)
Indianola Hometown Pride, TruBank	\$	5,285.44			Bank Adjustment	\$	(15,838.86)
Indianola EMS - TruBank	\$	257,999.65			Book Adjustment		-45.00
Wells Fargo	\$	1,630.34					
BANK BALANCE		45,247,403.65					45,247,403.65

Fund	Beginning Balance	Revenue	Expense	Transfers In	Transfers Out	Fund Balance
600 Water	(55,660.51)	69,154.01	53,139.05	-	1,770.00	(41,415.55)
620 IMU Administration	(80,182.58)	61,540.47	55,173.29	-	-	(73,815.40)
630 Electric	(203,836.13)	216,643.28	119,086.62	-	400.00	(106,679.47)
640 Fiber/Communications	(81,216.85)	85,582.11	55,586.48	-	-	(51,221.22)
730 Electric Capital Projects	(65.41)	-	-	-	-	(65.41)
740 Fiber/Comm Capital Projects	(682.93)	682.93	-	-	-	-
IMU SUB-TOTAL	(421,644.41)	433,602.80	282,985.44	-	2,170.00	(273,197.05)

INTEREST DISTRIBUTION	INTEREST		FYTD
	INCOME	% OF TOTAL	
General Fund (Non-Program 9500)	\$ 32,636.74	43.29%	\$ 69,265.75
Library Special Revenue (Fund 141)	\$ 241.25	0.32%	\$ 543.05
TIF (Fund 125)	\$ 22,376.03	29.68%	\$ 50,007.10
Sewer (Fund 710)	\$ 11,210.63	14.87%	\$ 28,359.32
Health Insurance (Fund 820)	\$ 8,760.42	11.62%	\$ 20,238.31
Library endowment	165.85	0%	
TOTAL	\$ 75,390.92	100.00%	\$ 168,413.53



MEMORANDUM

To: Mayor and City Council

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

Date: December 20, 2021

Subject: Approval of the appointment of Bob Kling to the Indianola Public Arts Commission to fill a vacant seat for a term effective January 1, 2022 - July 1, 2023.

Recommendation: Roll call is in order.

Attachments: 1. Kling 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: BOB KLING		Today's Date: 11/22/2021	
Street Address: 905 N. BUXTON ST.			
City, State, Zip: INDIANOLA, IA 50125		Years Resided in Indianola: 35	
Email: bobkling1@mac.com			
Home Phone: 515-961-0622		Cell Phone: 515-778-8879	
Work Phone: CELL			
Occupation: RETIRED			
Have you previously volunteered on a City Board, here or elsewhere? YES			
Board Name: INDIANOLA FINE ARTS COM		Years Served: 1987-1989	
City: INDIANOLA			
Gender: MALE	Age (Optional): 69	Race (Optional): W	
Application for (Name of Board/Commission or Committee): INDIANOLA PUBLIC ARTS COMMISSION			
Why do you want to serve on this Board/Commission or Committee? I WISH TO GIVE BACK TO MY COMMUNITY.			
What will you contribute to this Board/Commission or Committee? MY EXPERIENCE WITH THIS COMMITTEE, AND EXPERIENCE AS AN ARTIST, TEACHER, GRANT WRITING MAKE ME A LOGICAL CHOICE.			

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.
☐	Hometown Pride Committee meets once a month. The Committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2-year terms.
☐	Human Relations Commission fosters the use of the procedures and programs of the Iowa Civil Rights Commission and increases awareness, understanding and appreciation of diversity, equity and inclusion within the community. The Commission consists of 7 members who serve 3-year terms.
☐	IMU Board of Trustees meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.
☒	Indianola Public Arts Commission is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community. They meet on the 4 th Thursday of the month.
☐	Library Board of Trustees meets the second Tuesday of the month at 5:45 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures, rooms, and personnel. The Board consists of seven members serving 6-year terms.
☐	Memorial Aquatic Center Commission meets quarterly at 5:30 p.m. at the Activity Center. The Commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐	Park and Recreation Commission meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This Commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The Commission consist of six members serving 3-year terms.
☐	Planning and Zoning Commission meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This Commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The Commission consists of 9 members who serve 5-year terms. This Commission is appointed by the City Council.
☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

Bob Kling

905 N. Buxton St.

Indianola, IA 50125

bobkling1@mac.com www.bobklingart.com

515-961-0622

Dear Indianola City Council,

I respectfully submit this cover letter, application and resume to be considered for a position on the Indianola Public Arts Commission. As an outgoing city council member, I am quite familiar with city government, but my years of experience as an artist, teacher and writer and my experience in both writing grants and evaluating grants for Bravo Greater Des Moines plus my previous experience as a member of the Indianola Fine Arts Commission gives me a special opportunity to use that experience to give back to my community.

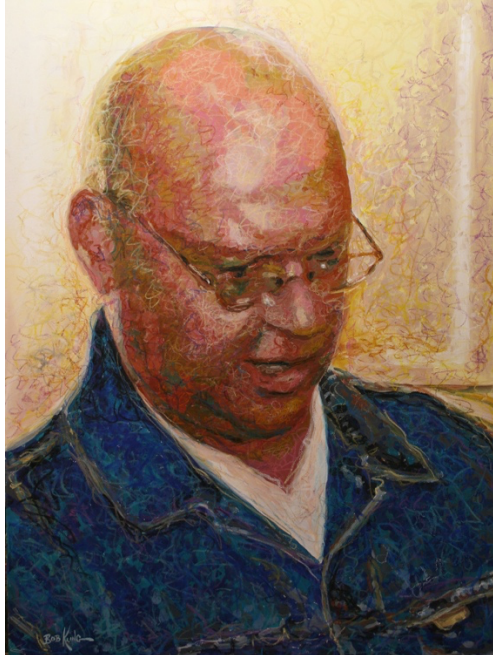
I was asked to join the Indianola Fine Arts Commission when we moved here in 1986 and in 1987, I wrote the grant for the city of Indianola, the Indianola Community School District, Warren County, Simpson College and the Iowa Arts Council for the first piece of public art for our city, the bronze sculpture, A Grandmothers Garden, created by sculptor Chris Bennett.

As Indianola's 28e representative for Bravo Greater Des Moines, I have been on the board's grantmaking committee four times and have evaluated several hundred grants during my time on this committee. I am currently serving on that committee.

I look forward to the opportunity to work with this committee to make Indianola an even greater place to live and work.

Sincerely,

Bob Kling



ROBERT KLING

905 N. Buxton St..
Indianola, IA 50125
(515) 961-0622

e-mail: bobkling1@mac.com
www.bobklingart.com

As an artist/teacher I believe in setting high goals and that devotion and hard work are necessary in achieving those goals. I paint because I love to paint, I create pottery because I love to create, I write because I love to write and I teach because I love to teach. I take pleasure in helping others discover the personal satisfactions from art and the personal rewards from hard work. I take pride in doing the best job possible.

Left: "Self-Portrait," oil on canvas

EDUCATION

- M. A. in art, studio thesis in painting 1983 University of Northern Iowa
Cedar Falls, Iowa
- Studio Thesis: ...of Light and Lyrebacks
Graduate Research Paper: Bronze Davids of the Quattrocento
- B. A. in art, teaching emphases in drawing and art history, 1974 University of Northern Iowa
Cedar Falls, Iowa
- High School Diploma 1970 Shenandoah Community H. S.
Shenandoah, Iowa

Graduate Coursework

- Drake University, Des Moines, IA, Summer 1999, 1 hour credit, Adobe Photoshop
- Drake University, Des Moines, IA, Fall 1995, 1 hour credit, Teacher Training for Dimensions of Learning
- University of Northern Iowa, Cedar Falls, IA, GPA 3.69, Summers 1981-83, M.A.
- Iowa State University, Ames, Iowa, Summer 1980, 1 1/2 credit hours, Graphic Communications
- Drake University, Des Moines, Iowa, Fall 1979, 3 credit hours, Human Relations

TEACHING EXPERIENCE

College Supervisor for Student Teaching, Graceland University

- College Supervisor for Student Teaching for band/music student for elementary and secondary music in the Des Moines Metro, Graceland University, Jan. 2022.
- College Supervisor for Student Teaching for an art student for both elementary art and secondary art in the Des Moines Metro, Graceland University, Jan. 20021.

Adjunct Faculty, Instructor, Simpson College, Indianola, IA

- I currently teach Art and Physical Well-being through the Education Dept., 2012 – present

I have also taught the following classes:

- Health at Every Size – I team taught this course in the Health Dept, teaching figure drawing to students and comparing the real figure to the media's concept of the ideal figure and to help students understand their own inner and outer self, spring 2019.
- Supervisor of art student teaching and art education practicum students 2005-2019
- Art 360 - Elementary Art Methods and Art 361 - Secondary Art Methods, 2005-2018
- Pottery I and Pottery II, 2016-2017
- Recruitment Coordinator for the Art Department 2015 - 2017
- Drawing, Advanced Drawing, Painting, Advanced Painting, Illustration, Digital Imaging and Senior Seminar
- Lecturer and adjunct instructor in printmaking, 1987

High School Art Instructor, Indianola High School, Indianola, IA 1986-2007

- Taught H. S. Art, 9-12, subject areas include:
Art 1, Drawing, Painting, Graphic Design, Advanced Drawing, Adv. Painting and Digital Imaging. From 1986 to 1996, I also taught Sculpture, Adv. Sculpture, Ceramics, Adv. Ceramics and Art History
- Fine Arts Departments' School Improvement Team Member 1996 - 2007
Fine Arts Department Chairperson representing high school art, vocal music, instrumental music and orchestra in high school matters relating to curriculum, building policies and school procedures
- Art Department Chairperson 1986 - 2007
Responsible for overseeing and coordinating K-12 Art Department curriculum, activities, events, public relations and other department responsibilities with six art instructors.
- Director, Gallery of Art, Indianola Community Schools 1987 - 2007

Responsible for designing and implementing gallery programs including lighting installation, coordinating exhibits by professional artists from the U.S. and Europe, curating and managing exhibits in the largest high school-based art gallery in the Midwest

- Art Club Advisor, 1986-2007
Faculty advisor to high school club averaging 130 members each year. Responsible for coordinating school and community service projects, fundraising, annual blood drive and social activities. Since 1986 our high school Art Club has raised approximately \$30,000. which has been used for purchasing art equipment for the high school, college scholarships and in bringing guest artists to our art gallery
- High school and district Webmaster 1999-2006
Designed and created the Web site for the high school and the district and was responsible for its updating
- Art Department Webmaster 1999-2007
Created an award winning Web site for the Indianola High School Art Department including a Web Gallery to showcase the works of our students
- Voice of the Indianola High School Marching Band 1986 – present
Emcee for halftime shows and entertainment for the home football games
- Scheduling Committee Member, 1994
Investigated alternative school schedules for possible implementation in our high school.
- Member, Activities and Eligibility Council, 1986-1998
Responsibilities including meeting with the council to decide consequences for student infractions of the eligibility policy
- Elected member of the Building Level Team, responsible for representing the faculty in site-based management, 1993
- Visual Arts Committee Chair, NCA Self-Study, 1990
- Curriculum Committee Member, NCA Self-Study, 1990
- Member, Student Assistance Team, 1988 - 1993
- Member, Vision and Mission Committee, 1987-88
- Instructor of Adult Education Pottery, 1991-2000, Des Moines Area Community College and the Indianola Learning Center

Art Instructor, Mormon Trail Comm. Schools, Humeston, IA 1974-1986

- Taught art, grades 7-12, H. S. subject areas included drawing, painting, sculpture, ceramics, art history, graphic arts, photography and visual experience
- Served as the Mormon Trail Community School District's Multicultural Non-sexist Education Coordinator responsible for coordinating district wide rewriting and updating of

curriculum guides, conducting workshops on curriculum writing and implementation of MCNS, and developing a monitoring plan for MCNS, 1985-86

- Member and head of the district/Community MCNS Advisory Committee, 1985-1986
- Member of the School Improvement Committee and the Academic Requirement Committee, 1985-1986
- Faculty Advisory Committee - study for school construction, 1985
- Yearbook advisor, 1981-85
- Served as Freshman, Sophomore, Junior and Senior class advisor
- Presented workshops to approximately 20 schools in the state for the D.O.E. in Multicultural Non-sexist Teaching of the Arts, 1980-1986
- Developed program for implementing Entry Level Graphic Communications in the art program, 1980
- Taught an introductory art class for teacher re-certification credit through the Green Valley Area Education Agency, 1980
- Presented lecture to State Convention, Art Educators of Iowa, Developing a Commercial Art Program in the Curriculum, Des Moines, IA, 1980

Student Teaching: Taught first, fourth, fifth, and High School at Malcom Price Laboratory School, University of Northern Iowa, Cedar Falls, Fall 1974

OTHER WORK EXPERIENCE

- Freelance Commercial Artist and Signwriter, 1988-2000
- Aerial photographer, National Balloon Championships, Indianola, IA 50125, Summer 1986
- Self-employed as a signwriter, Summers 1976-1985, Humeston, IA. Billboards, storefronts, truck lettering for businesses and municipal organizations
- Area Supervisor for Garst and Thomas Pioneer Seed Corn, Coon Rapids, Iowa. Responsible for south central Iowa region detasseling crews and contractors, Summers 1975-1976
- Manager of the Stone Balloon art and craft shop, McGregor, IA. Responsible for all organization, advertising, promotion, consignment, buying, sales, visiting artists program, and served as artist-in-residence, Summer 1974

EXHIBITS (View my work online at: <http://www.bobklingart.com>)

- Iowa Exhibited XXXVI, Polk County Heritage Gallery, Des Moines, IA July 12 – September 10, 2021

- “On the Waterfront,” an exhibit of paintings by Bob Kling of the shores of Puerto Vallarta and Isla Mujeres, Mexico; Cassis and Nice France; and Venice Italy at Uncommon Grounds, Indianola, Muly 2021
- “Pandemic Blossoms,” a year-long series of paintings from my garden during a pandemic. Farnham Galleries, Simpson Collge, Feb. 19 – April 25, 2021
- Greater Des Moines Exhibited XXXVI, Polk County Heritage Gallery, Des Moines, IA March-June, 2021
- Bob Kling Painting Exhibit, Willis Gallery, Kent Campus Building, Simpson College, Indianola, IA Feb. 8 – April 10, 2020
- Painting selected for publication in AcrylicWorks 7: Color and Light, North Light Books, spring 2020
- Two paintings selected for publication in “AcrylicWorks 5: Bold Values,” by Jammie Markle, North Light Books, May 2018
- “Faces to Figures,” one-person show, Helene Constance Gallery, Graceland University, Lamoni, Iowa, Feb 19 to March 23, 2018
- Painting selected for group show, Polk County Heritage Gallery, Des Moines, Iowa, Jan. – Feb. 2018
- Facullty Show, Simpson College, Jan. – Feb. 2018
- Painting published in the book, AcrylicWorks 4: Captivating Color, by Jamie Markle, North Light Books, April 2017
- Winners Show, three works exhibited, Polk County Heritage Gallery, Des Moines, Iowa Jan 8 – Feb 1, 2017
- Faculty Show, Simpson College, Indianola, Iowa, Oct. 28, 2016 – Jan. 26, 2017.
- Greater Iowa Exhibited XX1, Merit Award, Polk County Heritage Gallery, Des Moines, Iowa, June 27 – August 26, 2017
- Greater Des Moines Exhibited 22, Merit Award, Polk County Heritage Gallery, Des Moines, Iowa, Oct. 12, 2015 to Jan 7, 2016
- Painting selected to be published in the new book, Acrylicworks 3: Celebrating Texture by jamie Markle to be published by North Light Books, March 30, 2016
- Art In the Stacks, Norwalk Easter Library, music written and performed by the Metro Brass Quintet to go with my paintings, April 2015
- Greater Des Moines, Exhibited 21, Honorable Mention, Heritage Gallery, Des Moines, IA Nov. 2014 – Feb., 2015

- Up Close and Figurative, An exhibit of paintings and mixed media by Bob Kling, Kent Campus Center Gallery, Simpson College, Indianola, IA, 2014
- Iowa Artists Exhibited XXIV, Heritage Gallery, Des Moines, IA June-Sept., 2014
- Iowa Artists XXV, Heritage Gallery, Des Moines, IA, June 2010
- Painted portrait of Casey Blake for the National Balloon Classic. Painting made into limited edition prints for the Indianola Community Youth Foundation, 2010
- What about Bob? an exhibit of paintings and pottery by Bob Kling, Indianola Schools' Gallery of Art, Indianola, IA, Nov. 3 – Dec. 1, 1009
- Commissioned by the city of Indianola to create a painting commemorating RAGBRAI coming to Indianola. The painting was purchased by the city and made into limited edition prints by the Indianola Fine Arts Commission, July 1009
- The Other Half, an exhibit of mixed media portraits by Bob Kling, Uncommon Grounds, Indianola, IA, April 1 – May 30, 1009
- Bob Kling Up Close, an exhibit of paintings by Bob Kling, Luther College, Decorah, IA, March 26- May 20, 2007
- Return to Italy, by Bob Kling, a digital photo exhibit from travels in June of 2005, Indianola Schools' Gallery of Art, Indianola, IA, Nov. 1 – Dec. 29, 2006
- Paintings by Bob Kling: The Indianola Years, an exhibit of paintings created during the past two decades, Farnham Galleries, Simpson College, Indianola, IA, Oct. 4-25, 2005
- Exploring Italy, a digital photo exhibit, Indianola Schools' Gallery of Art, Indianola, IA, Aug. 23 - Sept. 30, 2004
- Images of Italy, digital photography exhibit, Indianola Schools' Gallery of Art, Indianola, IA, Nov. 2003
- Group Show, Heritage Gallery Invitational, 2000, Polk County Heritage Gallery, Des Moines, IA, March 6 - April 7, 2000
- Merit Award, Greater Des Moines Exhibited, Polk County Heritage Gallery, Des Moines, IA, November 1999
- Kling and Kazmerzak, I.H.S. Art Faculty Exhibit, Indianola Schools' Gallery of Art, Aug. 18 - Sept. 29, 1998
- Iowa Exhibited 13, Polk County Heritage Gallery, Des Moines, IA, June 1997
- Heritage Gallery Invitational, Polk County Heritage Gallery, June 1996

- Best-of-Show, Iowa Exhibited, Polk County Heritage Gallery's 10th Annual Art Competition, Heritage Gallery, Des Moines, IA, June 1995
- The New England Fine Art Institute's Exhibition of American Contemporary Art, May 1993
- Ballooning in Indianola (one-person show) Gallery of Art, Indianola Schools, Aug. 1991-92
- Selected to create a series of limited edition prints for the National Balloon Classic, Indianola, IA, 1992
- One of 50 finalists in the still life competition out of 15,000 entries across the United States in The Artist's Magazine's 1991 Art Competition
- 41st National Exhibition of Contemporary Realism, First Church Gallery, Springfield, Massachusetts, 1991
- 41st Annual Quad-State Juried Exhibition, Quincy Art Center, Quincy, Illinois, 1991
- Out of 80 Iowa artists, I was selected for a commission to create a painting for the 1991 Friends of Iowa Public Television Festival. The painting was then purchased by IMT Insurance and made into limited edition prints and generated over \$70,000. for Iowa Public Television
- Group Show, Farnum Galleries, Simpson College, Indianola, IA, May-June 1990
- 1990 American Realists Exhibit, Parkersburg Art Center, Parkersburg, West Virginia, 1990
- 40th Annual Ilmoian Exhibit, Quincy Art Center, Quincy, Illinois, 1990
Central Iowa Conference Art Teachers Exhibit, Gallery of Art, Indianola Community Schools, October 1989
- 1989 Midwest Art Teachers Exhibit, Gallery of Art, Northwest Missouri State University, Maryville, Missouri, Spring 1989
- Group Show, Farnum Galleries, Simpson College, Indianola, IA, August 1989
- Faculty Exhibit, Gallery of Art, Indianola Community Schools, Indianola, IA, May 1989
- One Person Show, Fairfield Art Association, Fairfield, IA, June 1988
- Group Show, Farnum Galleries, Simpson College, Indianola, IA, June 1988
- Faculty Exhibit, Gallery of Art, Indianola Community Schools, April 1988
- One Person Show, People, Things, and Places, Gallery of Art, Indianola Schools, Indianola, IA, January 1988
- Distinguished Merit Award, Michigan: The Place and the Lake II, Bergsma Gallery, Grand Rapids, Michigan, 1985

- Work represented by Olson/Larsen Galleries, Des Moines, IA, 1983-84
- M. A. Studio Thesis Exhibit, ...of Light and Lyrebacks, Gallery of Art, University of Northern Iowa, Cedar Falls, IA, October 1983
- Distinguished Merit Award, Professional Class, Iowa State Fair, Des Moines, IA, 1982
- One Person Show, Current Work, Humeston Community Center, Humeston, IA, 1981
- Group Show, Iowa State Fair, Des Moines, IA, 1983, 1982, 1981, 1977
- Peoples Choice Award, Iowa State Fair, Des Moines, IA, 1977
- One Person Show, Gallery of Art, IMT Insurance, Des Moines, Iowa, 1974
- Group Show, Gallery of Art, University of Northern Iowa, Cedar Falls, IA, 1974
- One Person Show, Royal Oak Room, Maucker Union, University of Northern Iowa, 1973
- KWWL Television Art Show, Waterloo, IA, 1973
- One Person Show, Shenandoah Community Library, Shenandoah, IA, 1971, 1972
- Works in several private and public collections including: City of Indianola; The Iowa State Fair Soda Fountain; Community State Bank, Indianola, IA; Iowa Realty; The Law Firm of Scalise, Scism, Sandre and Uhl, Des Moines, IA.; Indianola Community Schools, Indianola, IA.; Physical Science Department and the Residence Hall Association, University of Northern Iowa; Shenandoah Community Schools, Shenandoah, IA.; The LeRoy Elementary Building, LeRoy, IA.; Iowa Methodist Medical Center, Des Moines, IA.; IMT Insurance Art Gallery, Des Moines, IA.; The Great River Professional Building, Keokuk, IA.

OTHER ART PROJECTS

- After returning from Mexico in mid-March 2020 and during the pandemic, it was too early to work in the garden, no models were available, so I begin using my photographs of our flower gardens from the previous year as the basis for a series of floral paintings in oil on canvas. I'm also continuing my experiments combining acrylic and oil pastel and I continue to throw forms on the potter's wheel simply because I enjoy the act of throwing. I create both hand-built and wheel thrown forms and sculpture and usually participate in a dozen craft shows each year.
- Illustrated the city of Altoona for printing into large four-color posters, The Altoona-Herald and Mitchellville Index, 1998
- Painted a series of "close-ups" and the abstract qualities of realism; painted a series of figure paintings; experimentation with mixed media; and experimentation with thrown stoneware forms and welded figure sculptures. 1990 - 1998

- Painted a large mural of former Iowa Hawkeye basketball player Chris Street in the new Chris Street Memorial Gym, Indianola, IA., April 1997
- Illustrated the city of Indianola for printing into large four-color posters, The Record-Herald and Indianola Tribune, 1995
- Painted a mural for the Iowa State Fair Soda Fountain, Des Moines, IA, 1994
- Created a large wall mural titled “The Ball Wall,” an airbrushed mural depicting the “pop art” quality of various balls through a realistic approach. Indianola High School, April 1989
- Color photograph used for National Balloon Championships official 1988 postcard, Indianola, IA
- Designed and directed the painting of the gymnasium floor, Indianola High School, Indianola, IA Summer 1987
- Designed and directed the redecoration of the Mormon Trail Jr. High building including the creation of a large mural project, 1985
- Created a series of five large mural projects and directed the redecorating of the Mormon Trail elementary building, 1984
- Designed the redecoration of the Mormon Trail school gym and floor which was used for promotional and advertising photos for the NU-Bal Company, 1980
- Illustrated the cover of the North American Review, Summer 1974
- Designed letterhead for the College of Business and Behavioral Science’s Center for Business and Behavioral Research, University of Northern Iowa, 1974

TRAVEL EXPERIENCE

- Traveled to the South of France including Nice, Avignon, Cassis, Aix-en-Provence and then to Paris, Giverny, to visit the museums and to study and photograph the gardens of Claude Monet, the studio of Cezanne and then on to the Normandy regions including Honfleur, Rouen, Cabourg, St Mary Eglise and the Normandy D-Day beaches of Omaha, Utah and Pointe du Hoc, Sept. 2021
- Traveled to Puerto Vallarta in 2005 through 2009, 2003, 2002 and 2018 and to Isla Mujeres in 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2018 and 2019; Cozumel in 2017. I use these travel excursions to photograph the landscape for my landscape paintings.
- Organized an adult trip to Italy traveling to Rome, Florence Venice, Pompeii, and Capri, June 2017
- Traveled to France, visiting the French Riviera and Paris touring the art studios and museums and photographing subjects for painting, June 2016.

- Organized a fine arts trip for adults to Italy and Greece in 2008 and traveled to Rome, Pompei, Bari, Patris, Argolita, Epidaurus, Mycenae, Athens, and Delphi.
- Organized a fine arts trip to Italy in 2003, 2004, 2006 and 2008 and accompanied students to Rome, Florence, Venice, Pisa, Spoleto, Assisi, Padua and Siena
- Organized a fine arts trip to Italy for the summer of 2001. I accompanied 19 adults and 30 students to Rome, Florence, Venice, Pisa and Assisi
- Traveled to Como, Milan, Venice, Florence, Rome, Naples and Capri (non-student trip) to visit the museums and study the art, June 2000
- Organized a fine arts trip to London to visit the museums, galleries and historic sites, June 1999
- Traveled to the cities of Rome, Florence, Sienna, Ravenna and Venice to study the ancient, medieval and Renaissance art historical sites of Italy, (non-student trip) July 1998
- Attended the National Art Education Association National Convention in New Orleans, March 1997
- Chaperone for “People to People,” a student ambassador program, for Des Moines metro area high school students for three-week trip to England, Ireland, Scotland and Wales, June 1996
- Sponsored and chaperoned eleven art trips to the Art Institute of Chicago through funds raised by art students, 1975-89
- Organized a community trip to Chicago for adults to visit the galleries and museums, 1987

PROFESSIONAL SERVICE

- Judge for the 2021 Congressional Art Competition for Iowa’s 3rd Congressional District, April, 2021
- Fine Arts Judge for the Iowa State Fair, 2020
- Member, Des Moines Area Community College Graphic Design Advisory Board, 2010-2015
- Keynote speaker, Indianola High School Graduation, Indianola, Iowa, May, 1995 and 1997
- Speaker for several community groups and organizations, 1994-present
- Speaker, Voices from the Classroom Honoree, Speakers Bureau, Iowa DOE, 1994-1996
- Selected by the Iowa Department of Education’s Board of Educational Examiners Licensure

Bureau as the teacher representative to evaluate programs of teacher education leading to licensure in Iowa that are subject to approval by the Iowa State Board of Education. As a team member I evaluated the teacher education programs at Wartburg College in 1991 and those at Grandview College in 1993

- Visiting Artist for the Department of Art and Guest Lecturer for the Education Department at Kentucky Wesleyan College, Owensboro, Kentucky, 1991. Conducted drawing workshops for the Art Department, lectured to education classes, and gave public speech on Education: Love it or Leave it.
- NCA Evaluator for Art Programs and overall School Educational Programs for the NCA in evaluating other Iowa schools, 1988
- Publicity Co-Chairperson, Indianola Education Association, 1987-89
- Guest Speaker, Ankeny Community Schls, MCNS Teaching of the Arts, Ankeny, Iowa, 1987
- Member of the State Advisory Committee for Multicultural Non-Sexist Education for the Iowa State Department of Education, 1981-1994
- MCNS Arts Consultant for the State Department of Education, Des Moines, IA, 1980-1993
- Arts Consultant for the Department of Education for DOE Team Visit for evaluating art programs, 1980
- Served as Vice President and President of the Mormon Trail Education Association
- Served as Area 14 Representative for the Art Educators of Iowa
- County Representative for the Iowa Citizens for the Arts, 1975
- Member, National Art Education Association, Art Educators of Iowa, National Education Association, Iowa State Education Association, and the Indianola Education Association

AWARDS AND HONORS

- King of the Iowa Wine Festival, 2006 and 2007, Indianola, IA50125
- Selected as Wal-Mart Teacher of the Year. One of 1,700 teachers from across the United States to receive this honor, June, 1998
- Selected as 1997 Educator of the Year by the Indianola Chamber of Commerce, February 1998
- Board Salutes Award, from the Indianola Community Schools' Board of Education for contributions to school and community, 1997 and 1998

- Selected out of a nation-wide search to head the Department of Art at the Malcom Price Laboratory School, University of Northern Iowa, Cedar Falls, IA. , 1992. I declined the position
- Selected as a finalist for the Iowa State Department of Education's 1992 Iowa Teacher of the Year, October 1991
- Recipient of a grant from Iowa State University, the University of Northern Iowa and the Iowa Department of Public Instruction for participation in Graphic Arts Workshop, 1980
- Recipient of a grant from Iowa State University, the University of Northern Iowa and the Iowa Department of Public Instruction to develop and implement Entry Level Graphic Communications Program in the Mormon Trail School System, 1980-81
- Guest of Governor Robert Ray at the Governor's Media in the Arts Banquet, for work with Iowa Citizens for the Arts, Des Moines, Iowa, 1975

PUBLISHING

- Painting selected for publication in AcrylicWorks 7: Color and Light, North Light Books, spring 2020
- Two paintings selected for publication in "AcrylicWorks 5: Bold Values," by Jammie Markle, North Lights Books, May 2018
- "How to Glue Your Face to the Carpet and 365 Other Great Sketchbook Assignments," by Bob Kling, Published by Blurb Books, 2017 available on Amazon and Barnes & Noble
- Painting published in the book, AcrylicWorks 4: Captivating Color, by Jamie Markle, North Light Books, April 2017
- Painting published in the new book, Acrylicworks 3: Celebrating Texture by Jamie Markle to be published by North Light Books, March 30, 2016
- Hit It Hard, a weekly column, Record Herald and Indianola Tribune, 1999-2018
- Culture Corner, a weekly column on the arts, arts activities, and the human side of culture and the arts, The Record-Herald and Indianola Tribune, 1989-99
- Freelance Writer on topics of home improvement, travel, wine, architecture and historic preservation and restoration, 1989 – present. Articles published in the Des Moines Register, Altoona-Mitchville Index, Make Mine Wine Magazine and other publications.

COMMUNITY SERVICE

- Elected to Indianola City Council, Ward 2, in November 2017, began serving a four-year term in Jan., 2018
- Member, Metro Advisory Committee, Des Moines, IA 2020- current

- Board of Directors, Bravo Greater Des Moines 2010-present. Bravo dispenses approximately 4 .5 million dollars each year to the Greater Des Moines Metro arts organizations. I am the 28e representative for the city of Indianola
- Halftime announcer for band for Mormon Trail and Indianola High School football games, 1974-present
- Emcee for “Bike Down to I-Town,” the Midwest’s largest motorcycle bike night. 2019 - present
- President, The Indianola Breakfast Lions Club, 2009. Member from 2008 to 2015
- Co-Chair of the Indianola RAGBRAI Hospitality Committee, 2009
- Emcee, The Iowa Wine Festival, Indianola, IA; 2006-2008
- Emcee, The Community Bank’s National Balloon Classic Nite-Glow, 1996-present
- Supernumerary, Des Moines Metro Opera’s performances of “Sweeney Todd” and “Rigoletto,” Summers, 1993 and 1994
- Appointed to a two-year term to the Indianola Fine Arts Commission by the mayor, 1987-1989. As a member of the Indianola Fine Arts Commission and Chair of the Indianola Community Schools Department of Art, I helped secure a grant through the Iowa Arts Council’s Artist-in-the-Schools Program, coordinating a public sculpture project in cooperation with the city of Indianola, Warren County, and Simpson College in a ten week residency of sculptor Chris Bennett. I also helped to raise \$30,000. for the city’s first commissioned piece of public art.
- Member, Balloon Chase Crew, National Balloon Classic, Indianola, IA., Summers 1989-present
- Public Informationalist, National Balloon Championships, Indianola, Iowa, Summer 1987
- Timer for Central Iowa Hawkeye Swim Conference, Indianola, Iowa, 1987-1990
- Arts Judge, Warren County Fair, 1988
- President and Board Member, Quad County Swimming Pool, Humeston, Iowa, 1984-1986
- Program Director for the Humeston Lions, Humeston, IA, 1983
- Arts Judge, Lucas County Fair, 1980-1985



MEMORANDUM

To: Mayor and City Council

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

Date: December 20, 2021

Subject: Approval of the appointment of Cortney Marmon to the Planning and Zoning Commission to fill a vacant seat for a term beginning July 1, 2021 and ending July 1, 2026.

Recommendation: Simple motion is in order.

Attachments: 1. Cortney Marmon P&Z 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: Cortney Marmion		Today's Date: 11/22/2021	
Street Address: 401 W Salem Ave.			
City, State, Zip: Indianola, Ia 50125		Years Resided in Indianola: 7	
Email: jemmasmom5@gmail.com			
Home Phone: 515-808-1414		Cell Phone: same	
Work Phone:			
Occupation: Processing Admin.			
Have you previously volunteered on a City Board, here or elsewhere? No			
Board Name:		Years Served:	
City:			
Gender: Female	Age (Optional): 35	Race (Optional): Caucasian	
Application for (Name of Board/Commission or Committee):			
Why do you want to serve on this Board/Commission or Committee? Because I have gained a lot of knowledge pertaining to zoning and the development of the city and I'd like to further that. I want to help better our community.			
What will you contribute to this Board/Commission or Committee? Knowledge gained from a previous employee stand point. Knowledge of zoning regulations and rules. A good understanding of our community and the comprehensive plan. The ability to have open and healthy dialogue in regard to issues that may arise			

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.
☐	Hometown Pride Committee meets once a month. The Committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2-year terms.
☐	Human Relations Commission fosters the use of the procedures and programs of the Iowa Civil Rights Commission and increases awareness, understanding and appreciation of diversity, equity and inclusion within the community. The Commission consists of 7 members who serve 3-year terms.
☐	IMU Board of Trustees meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.
☐	Indianola Public Arts Commission is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community. They meet on the 4 th Thursday of the month.
☐	Library Board of Trustees meets the second Tuesday of the month at 5:45 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures, rooms, and personnel. The Board consists of seven members serving 6-year terms.
☐	Memorial Aquatic Center Commission meets quarterly at 5:30 p.m. at the Activity Center. The Commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐	Park and Recreation Commission meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This Commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The Commission consist of six members serving 3-year terms.
☒	Planning and Zoning Commission meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This Commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The Commission consists of 9 members who serve 5-year terms. This Commission is appointed by the City Council.
☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

Cortney Marmon

401 W Salem Ave Indianola, IA 50125, (515)-808-1416, jemmasmom5@gmail.com

Professional Profile:

- Talent for identifying customer needs and presenting appropriate company product and service offerings.
- Demonstrated ability to gain customer trust and provide exceptional follow-up, leading to increased repeat and referral business.
- Track record of assisting in the design and implementation of reporting procedures that reduce labor costs and improve customer-satisfaction ratings.
- Expertise in resolving escalated customer service issues.
- Secured numerous company achievement awards for delivery of exceptional customer service and employee supervision
- Proficient with Microsoft Office Systems (including Microsoft Word, Microsoft Excel, Microsoft PowerPoint, Microsoft Access, and Microsoft Outlook)
- Six years military training with a strong knowledge of Human Resources and file management
- Outstanding organizational and analytical skills
- Over seven years of experience within a collections and retention call center environment
- Over five years of experience in Foreclosure areas
- Strong passion and desire for helping others
- Competent in many areas of training and production oversight
- General knowledge of basic medical practices and first aid through military training
- Through understanding of cash receipting, bank reconciliation, drawer balancing, and account billing

Work Experience:

City of Indianola

Administrative/Clerical

Indianola, IA

Office Administrator (June 2019 – November 2021)

- Taking, typing, and proofreading meeting minutes
- Collaborating on new policies, procedures, and systems
- Answering phones and routing calls to correct areas
- Updating databases and creating spreadsheets to track new documents and workflow
- Scheduling inspections and verifying times
- Entering checks and checking the daily mail
- Addressing any customer complaints via phone and email correspondence
- Coordinating events for employees and outside agencies
- Running monthly reports including Building Permit Databases and Property Code Violations
- Scanning and uploading documents to files
- Overseeing department calendars, setting meeting times, reviewing invoices for payment

Utility Services Rep (February 2018 – June 2019)

- Running daily reports including but not limited to production reports, stats reports
- Assist with recruiting and promoting for new employees
- Answering escalation questions for team members and leadership within our area and outside areas
- Creating and implementing new policies, procedures, and reports
- Cross training on fiber (internet, video, and phone)
- Conducting interviews and other aspects of the hiring process including decision making on new hires
- Overseeing training for new hire team members
- Answering phones and scheduling installation of fiber, submitting trouble tickets for fiber and city related issues
- Signing customers up for utility services and fiber
- Opening and closing the office including balancing the register, uploading the meter reading routes, unloading the meter reading routes, checking voicemails, and unlocking the building
- Addressing any customer complaints
- Creating disconnection of service notices for customers
- Running monthly reports including meter reports and finance reports
- Completing write off and tax offsets on customer accounts
- Supervise back office support staff and complete assigned work audits

Wells Fargo Bank N.A. Default/Collections/Loss Processing

Des Moines, IA

Work Director 2 (August 2016 – February 2018)

- Running daily reports including but not limited to production reports, stats reports, MCOD report,
- Daily workload report, payoff error report, process error report
- Answering escalation questions for team members and leadership within our area and outside areas
- Creating and implementing new policies, procedures, and reports
- Completing weekly side by sides with all team members
- Conducting interviews and other aspects of the hiring process including decision making on new hires
- Overseeing training for new hire team members
- Conducting conference calls and bimonthly loss processing staff meetings
- Making sure timecards are accurate and complete
- Performing team builders
- Addressing any employee concerns
- Writing and filing write ups for employees
- Ensuring Code of conduct is reviewed and followed by all team members
- Conducting Diversity and Inclusion training for team members
- Planning, scheduling, and conducting daily and weekly one on one sessions with employees

Team Lead (October 2014 – August 2016) **Wells Fargo Financial**

- Running daily reports for Home Equity issues and functions
- Assisting team members with difficult/complex inquiries
- Routing files to real estate owned department
- Closing and billing files
- Communicate directly with attorneys representing Wells Fargo
- Training new hires and writing procedures
- Liaison for BEL/Nowline accounts, help identify errors in procedures and update quality procedures
- Filing claims for delinquent taxes and asses fees
- Conducting interviews and hiring of new team members
- Reviewing time cards
- Walking through benefits and benefits enrollments with employees

- Addressing any employee issues and concerns
- Promoting a positive work environment through team builders
- Completing new hire interviews and assisting with required terminations/write ups

Research and Remediation Analyst (August 2013 - October 2014) Wells Fargo Home Mortgage

- Taking escalated phone calls from homeowners within 7 days of foreclosure
- Reviewing loan documents to see if we could postpone foreclosure sales
- Approving and denying foreclosure postponements
- Placing outbound calls to homeowners in regards to documents
- Conducting checks against investor guidelines to see if homeowner may qualify for a loan modification
- Conducting and setting up business meetings
- Updating personnel files
- Assisting with interviews

Loan Servicing Specialist 3 (May 2011 – August 2013) Wells Fargo Home Equity

- Setting up and sending bids for foreclosure attorneys
- Performing all bid checks and audits to verify account may go to sale
- Responding to escalated emails in regards to foreclosure
- Monitoring senior liens on properties
- Sorting mail and directing to correct department
- Notating customer accounts in various systems
- Ordering check and payoffs for senior liens
- Running daily reports and assigning files
- Assisting with interviews for new hires
- Conducting training for new hires
- Reviewing time cards

Loan Servicing Specialist/Collector 2 (July 2010 - May 2011) Wells Fargo Home Mortgage

- Floor walking responsibilities including but not limited to taking escalated calls,
- Answering questions of peers, assisting with daily operating functions
- Listening in on side by sides and calls
- Placing outbound calls manually to homeowners for collections of accounts
- Mentoring new hires
- Running homeowner's financial information to prequalify for retention and liquidation options
- Advising homeowners of all relevant information on accounts
- Participating in special and accelerated projects

Human Resources Representative (June 2006 – July 2010) Healthy Air

- Devising a technique for introducing the sales concept and the product to customers
- Advising customers about products and accessories
- Serving as product specialist and trainer for new hires up to 25 in a classroom setting
- Assisting in opening and closing functions
- Scheduling appointments and making schedules for employees
- Filing and maintaining all employee records
- Conducting business meetings
- Assisting in collection calls
- Addressing any employee issues and complaints
- Assisting with payroll and inputting hours for employees
- Verifying timecards
- Reviewing employees benefits and sign up process
- Managing all of the hiring and termination of employment

Education and Training:

Abraham Lincoln High School – Accelerated learning program graduated 1.5 years early

Des Moines Area Community College

US Army Reserves 08-2006 - 11-2015 42A Human Resource Specialist

Western Governor's University Currently enrolled to complete BA in Education, 2nd year student



MEMORANDUM

To: Mayor and City Council

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

Date: December 20, 2021

Subject: Approval of the appointment of Mimi Kelly-Meyer to the Planning and Zoning Commission to fill a vacant seat for a term beginning July 1, 2021 and ending July 1, 2026.

Recommendation: Simple motion is in order.

Attachments: 1. Mimi Kelly Application



City Clerk / Finance Office

PO Box 299, Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9410 phone • 515.961.9402 fax

VOLUNTEER APPLICATION FORM TO SERVE ON A CITY BOARD AND COMMISSION

There are numerous Boards and Commissions to advise the City Council. Appointments are approved at a Council meeting when terms have expired or vacancies occur.

To be considered, interested individuals must be Indianola residents. 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 interest citizens. The City of Indianola desires to have diverse representation on the Boards and Commissions to reflect the age, race/ethnicity and gender of the Indianola community. All appointments are made during the City Council meetings that take place on the first and third Monday.

*Interested residents must complete and submit this form along with a resume or bio to the City Clerk Office:
via email to CityClerk@indianolaiowa.gov or by mail at 110 N. 1st Street, Indianola, IA 50125*

PERSONAL INFORMATION

NAME:	Mimi Kelly				
STREET ADDRESS:	1506 Lundahl Ct.				
CITY:	Indianola	STATE:	IA	ZIP:	50125
EMAIL:	laramiekelly@gmail.com				
HOME PHONE:		CELL PHONE:	515-321-4286	WORK PHONE:	
GENDER:	F	AGE (OPTIONAL):	39	RACE (OPTIONAL):	caucasian

☐ 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.	☐ HOMETOWN PRIDE COMMITTEE meets once a month. The committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2 year terms.
☐ IMU BOARD OF TRUSTEES meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.	☐ LIBRARY BOARD OF TRUSTEES meets the second Tuesday of the month at 5:30 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures and rooms and personnel. The Board consists of seven members serving 6-year terms.	☐ MEMORIAL AQUATIC CENTER COMMISSION meets quarterly at 5:30 p.m. at the Activity Center. The commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐ PARK & RECREATION COMMISSION meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The commission consist of six members serving 3-year terms.	☒ PLANNING & ZONING COMMISSION meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The commission consists of 9 members who serve 5-year terms. This Commission is appointed by the City Council.	☐ SUSTAINABILITY COMMITTEE This committee reviews options to become a more "green" community and reduce the city's carbon footprint.
		☐ Fine Art & Beautification Commission This committee is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community.

A **results oriented human resource professional** with expertise concentrated on benefits and program design, compensation strategy and application, talent acquisition, leadership development and organizational design. An influential, high energy, and results driven change agent with a keen focus on mentorship, talent development, internal and external partnership, and a strong commitment to excellence.

Summary of Qualifications:

- **Servant leader with ability to drive key performance results in a fast paced culture while managing 30% annual growth of people**
- **Strong program management skills, with proven successful implementation of a new payroll enterprise system, human resources information system (HRIS), a learning management system and a performance management application company wide**
- **Implemented a Professional Development Program for Young Professionals, nationally recognized with a LEAD HR award in 2015**
- **Designed and managed the company benefits programs, including transition from fully insured to self-insured in 2015**
- **Excellent communication skills, coupled with strong presence and confidence when interacting with peers, executive leadership, clients and vendors**

PROFESSIONAL EXPERIENCE

Indianola Community School District, Indianola, IA – Director of Human Resources **July 2020 – Present**

Serving the community of Indianola through the school system by providing expert consultation, assistance and direct administration of the district's human resource functions, to include providing strategic vision, leadership, and management. Coordinates district efforts to recruit, hire, develop and retain a highly qualified workforce. Responsible for initiatives aimed at increasing and maintaining diversity within the district and fostering equal opportunity for staff.

KCI Incorporated, Indianola, IA – Owner **February 2005 - Present**

Commercial property owners and managers within the city of Indianola.

AdMeyer Home Improvements, Indianola, IA – Co - Owner **December 2020 - Present**

Home Improvement company serving the City of Indianola

Buena Vista University, Storm Lake, IA – Adjunct Professor **May 2007 - Present**

Serve as an Adjunct Faculty member for online and professional studies. Responsible for the development and education of Advanced Human Resources, Principles of Marketing, Business Marketing and Sales Management.

Communication Innovators, Pleasant Hill, IA – Director of Human Resources **April 2016 - July 2020**

Reporting directly to the CEO, responsible for creation and implementation of all key human resources functions with a strong focus on recruiting, compliance, benefits and employee relations.

- Reviewed, selected and implemented an HRIS across multiple sites
- Work closely with Executive Leadership team on strategic company initiatives
- Consult with employees daily regarding all questions and concerns
- Create and manage training and development plans
- Build and Strengthen company culture and relationships across departments
- Developed structure for people, processes and procedures

Businessolver, West Des Moines, IA – Human Resources Manager

August 2007 - April 2016

Reporting directly to the CEO, responsible for implementation and management of all key human resource functions, inclusive and not limited to benefits, compensation, talent, learning and organizational development.

- Maintained a 90% or better retention rate of all staff since 2008
- Talent acquisition of C-Level and Executive Leaders
- Execution of all compliance and annual filings
- Management of key vendors and broker relationships
- Promotion of a pay for performance culture coupled with management of key employee discussions, development and decisions

Ruan Transportation – Human Resources Representative

August 2005 – August 2007

Act as the Human Resource Representative with responsibility for design and administration of benefit plans, annual employee benefit meetings, management of the Affirmative Action and FMLA programs, compliance filings and reporting and disaster recovery.

Additional Information

- SHRM – CP Certified (2008 – Present)
- PHR Certified (2008-Present)
- SHRM Member (2007- Present)
- CISHRM Member (2005-Present)
- Dickinson Law Seminar (2008-2015)
- Iowa Employment Law Conference (annually 2008-2019)
- Belin Law Seminar (2007)
- Benefits Expo, Orlando, FL (2007)
- OFCCP Training (2006)
- Medicare Part D Training (2005)

Community Support

- Indianola Chamber of Commerce Board Member
- St. Thomas Aquinas Catholic Church Parish Council Member
- Monthly volunteer for Gathering Table, promoting home cooked meals for the homeless
- Coordinate and lead bible study and book club for St. Thomas Aquinas Catholic Church
- Active in volunteering and support for Life Serve
- Altar and Rosary Society President for St. Thomas Aquinas Catholic Church (2010-2014).
- Volunteer Basketball and Softball Coach (2002-2007)
- Recipient of the Outstanding Community Service Award (2002)

EDUCATION

MBA Human Resource Emphasis – Drake University (2006)

B.A. Business Management – Buena Vista University (2003)



MEMORANDUM

To: Mayor and City Council

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

Date: December 20, 2021

Subject: Approval of the re-appointment of Josh Rabe to the Planning and Zoning Commission for a term beginning February 1, 2022 and ending July 1, 2022.

Recommendation: Simple motion is in order.

Attachments: 1. Rabe Renewal 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: Josh Rabe		Today's Date: 11.10.21	
Street Address: 311 N B Street			
City, State, Zip: Indianola, IA 50125		Years Resided in Indianola: 10	
Email: josh.rabe@yahoo.com			
Home Phone: 515.494.1810	Cell Phone: 515.494.1810	Work Phone: 515.494.1810	
Occupation: Development & Preconstruction Manager			
Have you previously volunteered on a City Board, here or elsewhere?			
Board Name: Planning & Zoning		Years Served: 7	City: Indianola
Gender: Male	Age (Optional): 39	Race (Optional):	
Application for (Name of Board/Commission or Committee): Planning & Zoning			
Why do you want to serve on this Board/Commission or Committee? I would like to continue to bring my experience and knowledge to the P&Z commission and help guide this city's development forward in a positive and responsible manner.			
What will you contribute to this Board/Commission or Committee? My job is development, real estate, and construction. I work with the development department and P&Z commissions in 4 states currently. I bring a lot of experience and first hand knowledge from my professional career and I am passionate about the city where I am raising my family.			

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.
☐	Hometown Pride Committee meets once a month. The Committee's mission is to bring neighbors together to build a sense of community, create and improve public amenities, and celebrate what makes our hometown great. The board consists of 11 members who serve 2-year terms.
☐	Human Relations Commission fosters the use of the procedures and programs of the Iowa Civil Rights Commission and increases awareness, understanding and appreciation of diversity, equity and inclusion within the community. The Commission consists of 7 members who serve 3-year terms.
☐	IMU Board of Trustees meets the second and fourth Monday of the month at 5:30 p.m. in the City Hall Council Chambers. This Board manages and controls the city's waterworks, electric, light and power plant and also provides telecommunication services. The Board consists of five members serving 6-year terms.
☐	Indianola Public Arts Commission is comprised of 9 residents who shall encourage the cooperation and coordination of projects in the field of arts that will enhance the cultural level of the arts in the community. They meet on the 4 th Thursday of the month.
☐	Library Board of Trustees meets the second Tuesday of the month at 5:45 p.m. in the Library meeting room. This Board has charge, control and supervision of the Library, its appurtenances, fixtures, rooms, and personnel. The Board consists of seven members serving 6-year terms.
☐	Memorial Aquatic Center Commission meets quarterly at 5:30 p.m. at the Activity Center. The Commission consists of honorably discharged soldiers, marines, airmen or coast guard members who manage and control the Veteran's Memorial Aquatic Center and establish rules and regulations for management. The Commission consists of five members serving 3-year terms.
☐	Park and Recreation Commission meets the second Wednesday of the month at 5:00 p.m. at the Activity Center. This Commission advises City Council on the needed facilities to provide open spaces such as parks, playgrounds and community facilities for other forms of recreation. It oversees city programs and encourages other programs for the leisure time of the City residents of all ages. The Commission consist of six members serving 3-year terms.
☒	Planning and Zoning Commission meets the second Tuesday of the month at 6:00 p.m. in the City Hall Council Chambers. This Commission is qualified by knowledge or experience to act in matters pertaining to the development of the City Plan. The Commission consists of 9 members who serve 5-year terms. This Commission is appointed by the City Council.
☐	Sustainability Committee reviews options to become a "greener" community and reduce the city's carbon footprint.

JOSH RABE

311 N B Street Indianola, IA 50125 · 515-494-1810

josh.rabe@yahoo.com

SKILLS AND QUALIFICATIONS

- 13 YEARS OF REAL ESTATE BROKERAGE EXPERIENCE IN MULTIPLE STATES
- 21 YEARS OF CONSTRUCTION EXPERIENCE PRIMARILY IN SALES, ESTIMATING, AND OFFICE MANAGEMENT.
- PROFICIENT IN IMPLEMENTING CPM SCHEDULES INTO A PRECONSTRUCTION & DEVELOPMENT ENVIRONMENT.
- REALTIONSHIP BASED SALES APPROACH RESULTS IN WIN-WIN SOLUTIONS.
- POSSESSES HIGH LEVEL OF INTEGRITY WITH A PROVEN TRACK RECORD OF ESTABLISHING AND MAINTAINING POSITIVE CUSTOMER EXPERIENCES AND RESULTS.
- BACKGROUND IN ENTERING NEW MARKETS; NAVIGATING SITE PROCURMENT AND MUNICIPALITY APPROVALS.
- CRITICAL THINKER AND SELF-STARTER WITH EXPERIENCE IN MANAGING BUDGETS AND ANALYZING MARKET TRENDS.
- EXPERIENCE IN ENVIRONMENTAL & GEOTECHNICAL TESTING AND CONSIDERATIONS WITH REGARD TO PROJECT SITES.

PROFESSIONAL EXPERIENCE

SEPTEMBER 2018 - CURRENT

DEVELOPMENT & PRECONSTRUCTION MANAGER, DOWNING

ACT AS THE CONDUIT BETWEEN SALES AND OPERATIONS; OVERSEEING SITE SELECTION, PRECONSTRUCTION SCHEDULES, DESIGN AND ENGINEERING CONSULTANTS, PROJECT COST ESTIMATES, AND MUNICIPALITY APPROVALS.

SEPTEMBER 2018 - CURRENT

BROKER/MANAGER, DRES MIDWEST

PROVIDE BOUTIQUE REAL ESTATE BROKERAGE SERVICES FOR SELECT CLIENTS OF DOWNING.

JANUARY 2017 – SEPTEMBER 2018

ASSOCIATE BROKER, IOWA REALTY

RESIDENTIAL, FARM, & COMMERCIAL REAL ESTATE BROKERAGE SERVICES.

AUGUST 2011 – JANUARY 2017

ASSOCIATE BROKER, PEOPLES COMPANY

RESIDENTIAL, FARM, & COMMERCIAL REAL ESTATE BROKERAGE SERVICES.

ACTIVITIES & VOLUNTEERISM

- PLANNING & ZONING COMMISSIONER & PAST CHAIR (2014-CURRENT)
- 3 RIVERS DUCKS UNLIMITED TREASURER & PAST CHAIR (2011-CURRENT)
- NATIONAL BALLOON CLASSIC SPONSOR (2018-CURRENT)
- WORSHIP LEADER AT INDIANOLA FREEDOM FELLOWSHIP (2010-CURRENT)



MEMORANDUM

To: Mayor and City Council

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

Date: December 20, 2021

Subject: Approval of the re-appointment of Josh Rabe to the Planning and Zoning Commission for a term beginning July 1, 2022 and ending July 1, 2027.

Recommendation: Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: December 20, 2021
Subject: Development Agreement with DeYarman Ford.

Introduction:

Background: As the Council is aware, Staff has been working with DeYarman Ford regarding a proposed remodel/expansion project they plan to undertake. This project includes the demolition of an existing showroom and canopy, and the subsequent construction of a new 4,800 square foot showroom building. The construction will be completed by December 31, 2022. Construction costs are expected to be approximately \$4,033,908. In working with DeYarman Ford, 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 DeYarman Ford will require a total investment of approximately \$4,033,908 for construction costs.
- Subject to unavoidable delays, DeYarman Ford will complete construction of the Minimum Improvements by December 31, 2022.
- DeYarman Ford currently employs 65 full-time equivalent jobs in its operations. The agreement notes that it shall retain all current employee positions until at least the termination date of this agreement shall add at least 10 additional full-time equivalent jobs in its operations.
- For and in consideration of the obligations being assumed by DeYarman Ford, and in furtherance of the goals and objectives of the Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees to make up to eight (8) consecutive annual payments of Economic Development Grants to DeYarman Ford up to a total aggregate amount not to exceed \$500,000.00. The City will use Tax Increment Finance (TIF) monies to make the annual payments.
- Assuming the completion of the Minimum Improvements by December 31, 2022, the City will commence payment of the Economic Development Grants on June 1, 2025 and end the payments on the earlier of: (a) June 1, 2032, or (b) the date the maximum aggregate grant amount set forth has been paid.

Discussion:

Budget Impact:

Recommendation:

Attachments: 1. Deyarman Properties, LLC DA - Execution Version (01960002x7F7E1)

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA

AND

DEYARMAN PROPERTIES, LLC

AND

DEYARMAN FORD INDIANOLA, 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”), DEYARMAN PROPERTIES, LLC, an Iowa limited liability company having an office for the transaction of business at 2406 North Jefferson Way, Indianola, Iowa (“Developer”); and DEYARMAN FORD INDIANOLA, INC., an Iowa corporation having an office for the transaction of business at 2406 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.

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

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 DeYarman Properties, LLC, and its permitted successors and assigns.

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

DeYarman Properties, LLC TIF Account means a separate account within the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund of the City, in which there shall be deposited Tax Increments received by the City with respect to the Minimum Improvements and Development Property.

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

Employer means DeYarman Ford Indianola, 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.

Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund means the special fund of the City created under the authority of Section 403.19(2) of the Code and the Ordinance, which fund was created in order to pay the principal of and interest on loans, monies advanced to, or indebtedness, whether funded, refunded, assumed, or otherwise, including bonds or other obligations issued under the authority of Chapters 15A, 403, or 384 of the Code, incurred by the City to finance or refinance in whole or in part projects undertaken pursuant to the Unified Urban Renewal Plan for the Urban Renewal Area.

Minimum Assessment Agreement means an agreement establishing a minimum assessed value for the Minimum Improvements on the Development Property as authorized by Iowa Code Section 403.6(19) and as described in Section 4.1 of this Agreement.

Minimum Improvements means those improvements to the existing facility on the Development Property more particularly described in Exhibit B.

Mortgage means any mortgage or security agreement in which Developer has granted a mortgage or other security interest in the Development Property, or any portion or parcel thereof, or any improvements constructed thereon.

Net Proceeds means any proceeds paid by an insurer to Developer 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.

Ordinance means the Ordinance(s) of the City, under which the taxes levied on the taxable property in the Urban Renewal Area shall be divided and a portion paid into the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended.

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.

Tax Increments means the incremental property tax revenues on the Minimum Improvements and Development Property (land and building/improvement value) divided and made available to the City for deposit in the DeYarman Properties, LLC TIF Account of the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund under the provisions of Section 403.19 of the Code, as amended, and the Ordinance.

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

Unavoidable Delays means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to storms, floods, fires, explosions or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than the City, with respect to a City-claimed delay).

Unified Urban Renewal Plan means the Hillcrest/Downtown Unified Urban Renewal Plan, as may be amended, approved with respect to the Hillcrest/Downtown Unified Urban Renewal Area, described in the preambles hereof.

ARTICLE II. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

a. DeYarman Properties, LLC 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 \$4,033,908 for construction costs.

h. Developer has not received any notice from any local, State, or federal official that the activities of Developer or 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). Developer is not currently aware of any State or federal claim filed or planned to be filed by any party relating to any violation of any local, State, or federal environmental law, regulation, or review procedure applicable to the Development Property, and Developer is not currently aware of any violation of any local, State, or federal environmental law, regulation, or review procedure which would give any person a valid claim under any State or federal environmental statute with respect thereto.

i. Developer has firm commitments for construction or acquisition and permanent financing in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the terms of this Agreement.

j. Developer will cooperate fully with the City in resolution of any traffic, parking, trash removal, or public safety problems which may arise in connection with the construction of the Minimum Improvements and operation of its business on the Development Property.

k. Subject to Unavoidable Delays, the Developer will complete construction of the Minimum Improvements by December 31, 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. Developer will permit Employer to operate its business 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. DeYarman Ford Indianola, 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 Developer or 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 continue its operations on the Development Property at least until 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 \$4,033,908 for construction costs.

Section 3.2. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be undertaken and completed: (i) by no later than December 31, 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. All work with respect to the Minimum Improvements shall be in conformity with the site plans approved by the building official or any amendments thereto as may be approved by the building official.

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

Section 3.3. Certificate of Completion. Upon written request of Developer after completion of the Minimum Improvements, the City will inspect the Minimum Improvements and, if the Minimum Improvements have been completed in accordance with this Agreement, then the City will furnish Developer with a Certificate of Completion in recordable form, in substantially the form set forth in Exhibit D attached hereto. Such Certificate of Completion shall be a conclusive determination of satisfactory termination of the covenants and conditions of this Agreement with respect to the obligations of Developer to cause construction of the Minimum Improvements.

The Certificate of Completion may be recorded in the proper office for the recordation of deeds and other instruments pertaining to the Development Property at Developer's sole expense. If the City shall refuse or fail to provide a Certificate of Completion in accordance with the provisions of this Section 3.3, the City shall, within 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 \$4,458,400 (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 and/or Employer, or their successors, shall pay or cause to be paid, when due, all real property taxes and assessments payable with respect to all and any parts of the Development Property and 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.

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 which is authorized under the laws of the State to assume the risks covered thereby. Developer and/or 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, Employer, 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 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 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 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, 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/or Employer shall complete the repair, reconstruction, and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by Developer and Employer for such purposes are sufficient.

ARTICLE VI. FURTHER COVENANTS OF DEVELOPER AND EMPLOYER

Section 6.1. Maintenance of Properties. Developer and Employer will maintain, preserve, and keep their 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 itself, will keep at all times proper books of record and account in which full, true, and correct entries will be made of all

dealings and transactions of or in relation to their business and affairs relating to this Project in accordance with generally accepted accounting principles, consistently applied throughout the period involved, and will provide reasonable protection against loss or damage to such books of record and account.

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

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/or 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 65 Full-Time Equivalent Jobs in its operations on the Development Property and shall retain all current employee positions until at least the Termination Date of this Agreement for Developer to be eligible for the Economic Development Grants. Further, following completion of the Minimum Improvements, but by no later than December 31, 2022, Employer shall add at least 10 additional Full-Time Equivalent Jobs in its operations on the Development Property. From December 31, 2022 until at least the Termination Date of this Agreement, the Employer shall (i) continually operate its business on the Development Property; and (ii) maintain a Monthly Average of at least 75 Full-Time Equivalent Jobs in its operations on the Development Property.

For the purposes of this Agreement, “Monthly Average” means the average number of (i) Full-Time Equivalent Jobs employed by Employer and (ii) Full-Time Equivalent Jobs which are open positions in Employer’s business that Employer is actively recruiting to fill, as of October 1 of each year and as of the first day of each of the preceding eleven (11) months, as shown in the Annual Certification submitted pursuant to Section 6.7. Developer and Employer shall provide information as requested by the City to determine compliance with the foregoing employment obligations.

Section 6.7. Developer and Employer Annual Certification. To assist the City in monitoring this Agreement and the performance of Developer and Employer hereunder, a duly authorized officer of Developer and Employer shall annually provide to the City: (i) proof that all ad valorem taxes on the Development Property and Minimum Improvements have been timely paid for the prior fiscal year (and for the current 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; (iv) the total number of Full-Time Equivalent Job positions that were or are open positions in Employer’s business at the Minimum Improvements that Employer was and is actively recruiting to fill as of each October 1 and the first day of each of the preceding eleven (11) months and (v) certification that such officer has re-examined the terms and provisions of this Agreement and that at the date of such certificate, and during the preceding twelve (12) months, Developer 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. Such statement, proof and certificate shall be provided not later than October 15 of each year, commencing October 15, 2023 and ending on October 15, 2029, both dates inclusive. Developer and Employer shall provide supporting information for the Annual Certifications upon request of the City. See Exhibit E for form required for the Annual Certification.

Section 6.8. Term of Operation. Developer shall permit Employer to and 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.

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 under this Agreement, Developer represents and agrees that, prior to the Termination Date, Developer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, 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 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. As security for the obligations of Employer under this Agreement, Employer represents and agrees that, prior to the Termination Date, Employer will maintain existence as a company and will not wind up or otherwise dispose of all or substantially all of its assets or transfer, convey, or assign its interest in the Development Property, 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 Employer 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.

c. In the event that Developer and/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 and/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 and 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 GRANTS

Section 8.1. Economic Development Grants. For and in consideration of the obligations being assumed by Developer and Employer hereunder, and in furtherance of the goals and objectives of the Unified Urban Renewal Plan for the Urban Renewal Area and the Urban Renewal Act, the City agrees, subject to Developer and Employer being and remaining in compliance with the terms of this Agreement, to make up to eight (8) consecutive annual payments of Economic Development Grants to Developer up to a total amount not to exceed Five Hundred Thousand Dollars (\$500,000.00) under the following formula:

Assuming the completion of the Minimum Improvements by December 31, 2022, and full assessment of the Minimum Improvements on January 1, 2023, and debt certification by the City to the Auditor prior to December 1, 2023, the Economic Development Grants shall commence on June 1, 2025 and end on June 1, 2032 pursuant to Section 403.19 of the Urban Renewal Act in the following amounts:

<u>Date</u>	<u>Amount of Economic Development Grants</u>
June 1, 2025	100% of Tax Increments for the Fiscal Year 24-25
June 1, 2026	100% of Tax Increments for the Fiscal Year 25-26
June 1, 2027	100% of Tax Increments for the Fiscal Year 26-27
June 1, 2028	100% of Tax Increments for the Fiscal Year 27-28
June 1, 2029	100% of Tax Increments for the Fiscal Year 28-29
June 1, 2030	100% of Tax Increments for the Fiscal Year 29-30
June 1, 2031	100% of Tax Increments for the Fiscal Year 30-31
June 1, 2032	100% of Tax Increments for the Fiscal Year 31-32

Each annual payment shall be equal in amount to the above percentages of the Tax Increments collected by the City with respect to the Minimum Improvements on the Development Property under the terms of the Ordinance and deposited into the DeYarman Properties, LLC TIF Account (without regard to any averaging that may otherwise be utilized under Section 403.19 and excluding any interest that may accrue thereon prior to payment to Developer) during the preceding twelve-month period, but subject to limitation and adjustment as provided in this Article (such payments being referred to collectively as the "Economic Development Grants").

Section 8.2. Payment Schedule. After the Minimum Improvements are first fully assessed and if in compliance with this Agreement, if the Annual Certification is timely filed and contains the information required under Section 6.7, then the City shall certify to the County prior to December 1 of that year its request for the available Tax Increments resulting from the assessments imposed by the County as of January 1 of that year, to be collected by the County and paid to the City as taxes are paid during the following fiscal year and which shall thereafter be disbursed to Developer on the following June 1. (Example: assuming completion of construction of the Minimum Improvements by December 31, 2022 and first full assessment on January 1, 2023, if Developer and Employer provides the Annual Certification in October 2023, then the City will certify to the County by December 1, 2023, and the first Economic Development Grant would be paid to Developer on June 1, 2025 (for 100% of the Tax Increment for fiscal year 24-25)). The schedule of the payments for Economic Development Grants set forth in Section 8.1 is based on the first full assessment of the Minimum Improvements after completion of the Minimum Improvements being January 1, 2023.

Section 8.3. Maximum Amount of Grants. The aggregate amount of the Economic Development Grants that may be paid to Developer under this Agreement shall be equal to the sum of the total amount of the applicable percentage of Tax Increments collected in respect of the assessments imposed on the Minimum Improvements over the specified time period, but in no event shall exceed Five Hundred Thousand Dollars (\$500,000.00) over eight (8) years. The City makes no guarantee that the Developer will receive the maximum amount of grants.

Section 8.4. Limitations. The Economic Development Grants are only for the Project described in this Agreement and not any future expansions which, to be eligible for Economic Development Grants, would be the subject of an amendment or new agreement, at the sole discretion of the City Council.

Section 8.5. Conditions Precedent. Notwithstanding the provisions of Section 8.1 above, the obligation of the City to make an Economic Development Grant in any year shall be subject to and conditioned upon the following:

- a. Developer's and Employer's compliance with the terms of this Agreement, including, but not limited to, the employment obligations in Section 6.6 of this Agreement and the payment of real property taxes; and
- b. Execution of the Minimum Assessment Agreement by and among the City, Developer, Employer, any lienholders, and Assessor in substantially the form of Exhibit F, pursuant to Section 4.1 of this Agreement;
- c. Developer's and Employer's timely filing of the Annual Certifications required under Section 6.7 hereof; and
- d. No Event of Default has occurred and is continuing.

In the event that an Event of Default occurs or any certification filed by Developer or Employer under Section 6.7 (or other information) discloses the existence or prior occurrence of an Event of Default that was not cured or cannot reasonably be cured, the City shall have no obligation thereafter to make any

payments to Developer in respect of the Economic Development Grants and the provisions of this Article shall terminate and be of no further force or effect.

Each Annual Certification filed by Developer and Employer under Section 6.7 hereof shall be considered separately in determining whether the City shall make any of the Economic Development Grant payments available to Developer under this Article. Under no circumstances shall the failure by Developer to qualify for an Economic Development Grant in any year serve to extend the term of this Agreement beyond the Termination Date or the years during which Economic Development Grants may be awarded to Developer or the total amount thereof, it being the intent of parties hereto to provide Developer with an opportunity to receive Economic Development Grants only if Developer and Employer fully comply with the provisions hereof and Developer becomes entitled thereto, up to the maximum aggregate amount set forth in Sections 8.1 and 8.3.

Section 8.6. Source of Grant Funds Limited.

a. The Economic Development Grants shall be payable from and secured solely and only by amounts deposited and held in the DeYarman Properties, LLC TIF Account of the Hillcrest/Downtown Unified Urban Renewal Tax Increment Revenue Fund of the City. The City hereby covenants and agrees to maintain the Ordinance in force during the term hereof and to apply the appropriate percentage of Tax Increments collected in respect of the Development Property and Minimum Improvements and allocated to the DeYarman Properties, LLC TIF Account to pay the Economic Development Grants, as and to the extent set forth in this Article. The Economic Development Grants shall not be payable in any manner by other tax increment revenues or by general taxation or from any other City funds. Any commercial and industrial property tax replacement monies that may be received under chapter 441.21A shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible, and any monies received back under chapter 426C relating to the Business Property Tax Credit shall not be included in the calculation to determine the amount of Economic Development Grants for which Developer is eligible.

b. Each Economic Development Grant is subject to annual appropriation by the City Council each fiscal year. The City has no obligation to make any payments to Developer as contemplated under this Agreement until the City Council annually appropriates the funds necessary to make such payments. The right of non-appropriation reserved to the City in this Section is intended by the parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Economic Development Grants shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction or by the City's bond counsel to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

c. Notwithstanding the provisions of Section 8.1 hereof, the City shall have no obligation to make an Economic Development Grant to Developer if at any time during the term hereof the City fails

to appropriate funds for payment; the City receives an opinion from its legal counsel to the effect that the use of Tax Increments resulting from the Development Property and Minimum Improvements to fund an Economic Development Grant to Developer, as contemplated under said Section 8.1, is not, based on a change in applicable law or its interpretation since the date of this Agreement, authorized or otherwise an appropriate urban renewal activity permitted to be undertaken by the City under the Urban Renewal Act or other applicable provisions of the Code, as then constituted or under controlling decision of any Iowa Court having jurisdiction over the subject matter hereof; or the City's ability to collect Tax Increment from the Minimum Improvements and Development Property is precluded or terminated by legislative changes to Iowa Code Chapter 403. Upon occurrence of any of the foregoing circumstances, the City shall promptly forward notice of the same to Developer and Employer. If the circumstances continue for a period during which two (2) annual Economic Development Grants would otherwise have been paid to Developer under the terms of Section 8.1, the City may terminate this Agreement, without penalty or other liability to the City, by written notice to Developer and Employer.

Section 8.7. Use of Other Tax Increments. The City shall be free to use any and all Tax Increments above and beyond the percentages to be given to Developer in this Agreement, or any available Tax Increments resulting from the suspension or termination of the Economic Development Grants, for any purpose for which the Tax Increments may lawfully be used pursuant to the provisions of the Urban Renewal Act (including an allocation of all or any portion thereof to the reduction of any eligible City costs), and the City shall have no obligations to Developer or Employer with respect to the use thereof.

Section 8.8. Reduction of Initial Grant for City Costs. The initial Tax Increment collected from the Minimum Improvements and Development Property shall be used to reimburse the City for any and all of its costs related to the amendment of the Urban Renewal Plan and drafting, preparation, and authorization of this Agreement. Developer agrees and acknowledges that this provision shall reduce the first Economic Development Grant paid to Developer under this Agreement by an amount equal to such costs; provided, however, that the Developer may elect to instead reimburse the City for such costs prior to the first Economic Development Grant payment by requesting evidence of the amounts of such costs from the City and paying the City an amount equal to those costs within 30 days of the City providing invoices or similar documentation of the costs.

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 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 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 or Employer do 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 or Employer, deemed adequate by the City, that Developer 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 or Employer under this Agreement; or

e. The City shall have no obligation to make payment of Economic Development Grants to Developer subsequent to an Event of Default, including if Employer fails to satisfy its employment obligations under Section 6.6 hereof, and the City shall be entitled to recover from Developer or Employer, and Developer and/or Employer shall repay to the City, an amount equal to the full amount of any Economic Development Grants made to Developer after the Event of Default, with interest thereon at the highest rate permitted by State law. The City may take any action, including any legal action it deems necessary, to recover such amounts from Developer and/or Employer.

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 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 DeYarman Properties, LLC at 2406 North Jefferson Way, Indianola, Iowa 50215, Attn: Doug DeYarman, Manager;
- b. In the case of Employer, is addressed or delivered personally to DeYarman Ford Indianola, Inc. at 2406 North Jefferson Way, Indianola, Iowa 50215, Attn: Doug DeYarman, 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, 2032, 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, Developer, and Employer have each 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]

DEYARMAN PROPERTIES, LLC,
an Iowa limited liability company

By: _____

Name: Doug DeYarman

Its: Manager

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 Doug DeYarman, to me personally known, who, being by me duly sworn, did say that he is the Manager of DeYarman Properties, LLC, 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 – DeYarman Properties, LLC]

DEYARMAN FORD INDIANOLA, INC,
an Iowa corporation

By: _____

Name: Doug DeYarman

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 Doug DeYarman, to me personally known, who, being by me duly sworn, did say that he is the President of DeYarman Ford Indianola, 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 – DeYarman Ford Indianola, Inc.]

EXHIBIT A
DEVELOPMENT PROPERTY

The Development Property is legally described as follows:

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

EXHIBIT B
MINIMUM IMPROVEMENTS

Minimum Improvements means the demolition of an existing showroom and canopy, and the subsequent construction of a new 4,800 square foot showroom building on the Development Property. The Minimum Improvements will be used for Employer's operations on the Development Property, which will allow for the retention and hiring of employees. The construction of the Minimum Improvements will be completed by December 31, 2022. Construction costs are expected to be approximately \$4,033,908.

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

NEUMANN MONSON ARCHITECTS



Prepared by: Nathan J. Overberg, 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”), DeYarman Properties, LLC (“Developer”), and DeYarman Ford Indianola, 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:

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

(the “Development Property”); and

WHEREAS, the term of the Agreement commenced on the ____ day of _____, 2021 and terminates on December 31, 2032, 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

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 Memorandum of Agreement for Private Development – City of Indianola]

DEYARMAN PROPERTIES, LLC,
an Iowa limited liability company

By: _____

Name: Doug DeYarman

Its: Manager

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 Doug DeYarman, to me personally known, who, being by me duly sworn, did say that he is the Manager of DeYarman Properties, LLC, 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 – DeYarman Properties, LLC]

DEYARMAN FORD INDIANOLA, INC,
an Iowa corporation

By: _____

Name: Doug DeYarman

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 Doug DeYarman, to me personally known, who, being by me duly sworn, did say that he is the President of DeYarman Ford Indianola, 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 – DeYarman Ford Indianola, Inc.]

EXHIBIT D
CERTIFICATE OF COMPLETION

WHEREAS, the City of Indianola, Iowa, (“City”), DeYarman Properties, LLC, an Iowa limited liability company (“Developer”), and DeYarman Ford Indianola, 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:

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in 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 before October 15th 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 total number of Full-Time Equivalent Jobs that were or are open positions in Employer's business at the Minimum Improvements that Employer was and is actively recruiting to fill 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__:	_____

(v) The undersigned officers of Developer and Employer have re-examined the terms and provisions of the Agreement and certifies that at the date of such certificate, and during the preceding twelve (12) months, the Developer 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.

[Remainder of page intentionally left blank; Signature page follows]

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

DEYARMAN PROPERTIES, LLC,
an Iowa limited liability company

By: _____

Name: _____

Its: _____

DEYARMAN FORD INDIANOLA, INC.,
an Iowa corporation

By: _____

Name: _____

Its: _____

Attachments: Proof of payment of taxes

Prepared by: Nathan J. Overberg, Ahlers & Cooney, 100 Court Ave. #600, Des Moines, IA 50309, 515-243-7611

Return to: 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; DEYARMAN PROPERTIES, LLC having an office for the transaction of business at 2406 North Jefferson Way, Indianola, Iowa 50215 (“Developer”); and DEYARMAN FORD INDIANOLA, INC. having an office for the transaction of business at 2406 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:

The South 480 feet of Lot 1, Langfitt Subdivision Plat 2, an official plat in 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 Four Million Four Hundred Fifty-Eight Thousand Four Hundred Dollars (\$4,458,400). 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, 2032 (“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 and/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 and/or Employer 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]

DEYARMAN PROPERTIES, LLC,
an Iowa limited liability company

By: _____

Name: Doug DeYarman

Its: Manager

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 Doug DeYarman, to me personally known, who, being by me duly sworn, did say that he is the Manager of DeYarman Properties, LLC, 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 – DeYarman Properties, LLC]

DEYARMAN FORD INDIANOLA, INC,
an Iowa corporation

By: _____

Name: Doug DeYarman

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 Doug DeYarman, to me personally known, who, being by me duly sworn, did say that he is the President of DeYarman Ford Indianola, 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 – DeYarman Ford Indianola, 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 Four Million Four Hundred Fifty-Eight Thousand Four Hundred Dollars (\$4,458,400) 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.

01951436-1\13538-167



MEMORANDUM

To: Mayor and City Council

From:

Date: December 20, 2021

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

Recommendation: Roll call to open and close the Public Hearing is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: December 20, 2021

Subject: Resolution approving and authorizing execution of a Development Agreement by and among the City of Indianola, DeYarman Properties, LLC and DeYarman Ford Indianola, Inc.

Recommendation: Roll call is in order.

Attachments: 1. DeYarman Properties LLC DA - Authorizing Resolution (01969583x7F7E1)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

December 20, 2021

6:00 P.M.

Hillcrest/Downtown Unified Urban Renewal Plan

- Public hearing on the proposal to enter into a Development Agreement with DeYarman Properties, LLC and DeYarman Ford Indianola, Inc.
- Resolution approving and authorizing execution of a Development Agreement by and among the City of Indianola, 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 20, 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, DeYarman Properties, LLC, and DeYarman Ford Indianola, 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, DEYARMAN PROPERTIES, LLC, AND DEYARMAN FORD INDIANOLA, 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, DEYARMAN
PROPERTIES, LLC, AND DEYARMAN FORD INDIANOLA,
INC.

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, 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 DeYarman Properties, LLC (the "Developer") and DeYarman Ford Indianola, Inc. (the "Employer"), in the form of a proposed Development Agreement (the "Agreement") by and among 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, authorize cities to make grants for economic development in furtherance of the objectives of an urban renewal project and to appropriate such funds and make such expenditures as may be necessary to carry out the purposes of said Chapters, and to levy taxes and assessments for such purposes; and

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

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

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

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

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

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

PASSED AND APPROVED this 20th 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)

01969583-1\13538-167



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 20, 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. Letter
2. JK Management Alley Vacation Ordinance
3. Nordhagen Revocable Trust Deed
4. Reinholdt Deed
5. VYMETAL Deed
6. JK Deed
7. Alley Purchase JK
8. 20211012155428249

Charlie Dissell

From: Marilyn Reinholdt <Marilyn.Reinholdt@pb.com>
Sent: Thursday, December 16, 2021 3:41 PM
To: Charlie Dissell
Cc: pebbie64@aol.com
Subject: Alley right of way

City of Indianola City Council,

I am responding to the request for 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.

I live at the property on the west/north side of this alley. I want the alley to stay in the possession of the City of Indianola.

The City and other utility companies need access to the utilities on this alley. The home owners will not be able to re-purpose the additional land for personal use. But will have to pay the property tax for the additional land and maintain it so the utility companies have access when they need it.

I would prefer the City of Indianola continue to own and maintain the alley as it is now.

Thank you for your consideration to my concerns.

Marilyn Reinholdt
603 W 1st Ave
Indianola

CAUTION: This email originated from outside the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

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

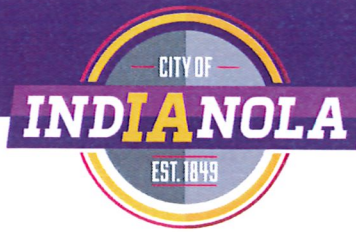
By: _____
Pam Pepper, Mayor

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



COMMUNITY DEVELOPMENT

Agreement to Purchase Alley

JK MANAGEMENT, LLC requests to purchase the alley legally described as:

The undersigned owns the property adjacent to the alley legally described above and agrees to purchase the alley.

Name Justin Kappelman Address 510 W 2nd Ave Date 9/22/2021
Justin Kappelman

\$200.00 Fee

Receipt No#: _____

SIGNATURES FOR PETITION TO PURCHASE ALLEY

We, the undersigned, being owners of property abutting the alley at _____, approve of the petition from JK MANAGEMENT to purchase said alley.

SIGNATURE

ADDRESS

DATE

<u>Marilyn [Signature]</u>	<u>603 W. 15th Ave</u>	<u>10/12/21</u>
<u>[Signature]</u>	<u>604 W 2nd AVE</u>	<u>10/12/21</u>
<u>Kristy [Signature]</u>	<u>601 W 15th Ave</u>	<u>10/12/21</u>
_____	_____	_____
_____	_____	_____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 20, 2021
Subject: First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend noise regulations section 48.06.

Introduction: The current code states that noise permit applications must be received at least 10 business days before the event.

Background:

Discussion: Staff is proposing allowing noise permit applications to be received in a timely manner rather than at least 10 days before the event. This will allow staff, and the Council when necessary, to approve applications if received less than 10 days before an event.

Budget Impact:

Recommendation: Legal counsel has approved the changes.
Roll call is in order.

Attachments: 1. 21.10.11 Noise Ordinance

ORDINANCE NO. 2021 - _____

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA TO AMEND NOISE REGULATIONS SECTION 48.06

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

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

48.06 NOISE PERMITS.

No person shall use, operate, or cause to be used or operated any sound equipment or conduct any events including racing, upon the public right-of-way, in any building or upon any public or private premises, if the sound emitted is plainly audible from the public right-of-way within the City, unless such person has obtained a noise permit in accordance with this section and the actual use or operation of such sound equipment or event is not inconsistent with the statements made in the application, the conditions imposed in the permit or the limitations specified in subsection 4 of this section. A noise permit shall not be transferable, and it shall be conspicuously displayed on or adjacent to the sound equipment or at the event.

1. Application for Permit. Applications for noise permits shall be made in writing to the City Clerk and shall contain the following information:

- A. Name, address, phone numbers, and signature of applicant.
- B. The purpose of the event or for which the sound equipment will be used.
- C. The location of the event or where the sound equipment will be used.
- D. The City shall not issue a noise permit that extends past midnight.
- E. The sound made by a motor vehicle or recreational vehicle on private or public property during any racing event shall end at 10:30 p.m.
- F. A general description of the sound equipment, including the license number of any motor vehicle upon which it is to be operated.
- G. Any other information as may be required by the City Clerk.
- H. The City Clerk's Office reserves the right to reject any applications that have not been timely submitted to the City Clerk's Office ~~Permit applications and fees must be received at least 10 business days before the event.~~

2. Issuance of Permit. Applications for noise permits shall be reviewed by the Police Chief and City Manager and then issued or denied by the City Clerk. Events that have received prior complaints, or are multiple days (does not need to be sequential) shall have Council approval.

3. Appeal. If the City Clerk refuses to issue a license, the City Clerk shall make a part of the record the reasons therefor. The applicant shall have a right to appeal the Council at its next regular meeting. The Council may reverse, modify, or affirm the decision of

the City Clerk by majority vote of the Council members present and the City Clerk shall carry out the decision of the Council.

4. Limitations. Any other language in this section to the contrary notwithstanding, a sound equipment permit shall not be issued if:

A. The sound to be emitted by the sound equipment is other than human speech or music.

B. The sound to be emitted by the sound equipment would be a noise disturbance under Section 48.06 of this chapter (other than Subsection 15 of said section). A noise permit issued in violation of this subsection is void and of no force and effect.

5. Conditions. The City Manager may impose reasonable conditions and requirements to be met or fulfilled by the noise permit holder preliminary to or at the time of the use or operation of the sound equipment. Such conditions and requirements shall be those necessary or advisable to protect the health, welfare and quality of life of the residents of the City and may include, without limitation, setbacks, fences, walls, or other screening necessary to mitigate noise, restrictions on the time of day the sound equipment can be used or operated, restrictions on the level of the sound to be produced and restrictions on the number of minutes or consecutive minutes (or other units of time) that the sound equipment may be used or operated during any one hour or day (or other units of time).

6. Time. Noise permits shall not extend after midnight.

7. Enforcement. The Indianola Police Department is responsible for enforcement.

Should the applicants holding said events not attentively observe all limitations and restrictions to be found in this chapter relating to noise permits, the City authorities will have full authority to stop such event and recommend future events be denied. The applicant and/or site owner or lessee shall be responsible for any violations of this chapter.

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.

[Signatures on following page]

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

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

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

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: December 20, 2021
Subject: First consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend Peddlers, Solicitors and Transient Merchants Section 122.

Introduction: The proposed Ordinance will include ice cream vendors as a type of mobile food vendor. The current ordinance sets different fees and rules for ice cream vendors.

Background: Currently, the City Code sets license fees for ice cream vendors and specific rules for such vendors. The same code states that mobile food vendor fees shall be established by council resolution and requires the submission of an application in order to obtain a license to operate within City limits. The proposed changes will eliminate the differentiation between the two types of vendors when it comes to fees and licensing.

This calendar year, the City has issued 15 mobile food vendor permits. No permits were issued for ice cream trucks.

Discussion: In looking at other cities' ordinances for mobile food trucks, there were no distinctions made between ice cream vendors and other types of vendors.

The proposed ordinance also:

- changes the license from an annual one that expires on April 15 each year to one that can be purchased for one day, one week, up to six months or six months to a year. The current fee schedule allows for different license lengths.
- requires a criminal history report (currently required on application) and proof of insurance.
- allows mobile food trucks on residential property in cases where a block party permit was issued or private catering arrangement has been made which is in compliance with other codes.
- allows mobile food units to operate within 200 feet of a permanent restaurant if they have received expressed written consent.

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Current Chapter 122 Ordinance
2. Ordinance Transient Merchants

PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

122.01 Purpose	122.13 Hearing
122.02 Definitions	122.14 Record and Determination
122.03 License and Bond Required	122.15 Appeal
122.04 Application for License	122.16 Effect of Revocation
122.05 License Fees	122.17 Rebates
122.06 Bond Required	122.18 License Exemptions
122.07 License Issued	122.19 Charitable and Nonprofit Organizations
122.08 Display of License	122.20 Prohibited Acts
122.09 License Not Transferable	122.21 Ice Cream Vendors
122.10 Time Restriction	122.22 Fireworks License
122.11 Revocation of License	122.23 Mobile Food and Beverage Vendors
122.12 Notice	

122.01 PURPOSE.

The purpose of this chapter is to protect residents of the City against fraud, unfair competition and intrusion into the privacy of their homes by licensing and regulating peddlers, solicitors and transient merchants.

122.02 DEFINITIONS. For use in this chapter the following terms are defined:

1. "Peddler" means any person carrying goods or merchandise who sells or offers for sale for immediate delivery such goods or merchandise from house to house or upon the public street.
2. "Solicitor" means any person who solicits or attempts to solicit from house to house or upon the public street any contribution or donation or any order for goods, services, subscriptions or merchandise to be delivered at a future date.
3. "Transient merchant" means any person who engages in a temporary or itinerant merchandising business and in the course of such business hires, leases or occupies any building or structure whatsoever, or who operates out of a vehicle which is parked anywhere within the City limits. Temporary association with a local merchant, dealer, trader or auctioneer, or conduct of such transient business in connection with, as a part of, or in the name of any local merchant, dealer, trader or auctioneer does not exempt any person from being considered a transient merchant.

122.03 LICENSE AND BOND REQUIRED.

1. Any person engaging in peddling, soliciting or in the business of a transient merchant in the City without first obtaining a license as herein provided is in violation of this chapter. In addition to any other provision of this Code of Ordinances specifying penalties, the City hereby specifically provides for criminal penalties allowed by Iowa law for simple misdemeanors for peddling, soliciting or engaging in the business of a transient merchant in the City without a license.

2. No license shall be issued until the applicant has delivered to the City Clerk a cash bond for no less than \$200.00 per license or \$1,000.00 for an employer employing a group of five or more license applicants.

A. Use of Bond. The bond shall be held to indemnify and pay the City any penalties or costs incurred in the enforcement of any of the sections of this chapter, and to indemnify or reimburse any purchaser for damages recovered pursuant to a judgment of the court as a result of misrepresentation related to the goods or services sold by a licensee, provided that the action by the purchaser must be commenced within three months from the date of purchase.

B. Release of Bond. The balance of the bond shall be released by the City Clerk and returned to the applicant or employer upon request by the applicant or employer at any time more than four months after expiration of the license for which the cash bond was provided. Except as otherwise provided by court order, the City Clerk shall not release any bond during the pendency of any action in state or federal court seeking a judgment upon a claim eligible for payment from the bond.

122.04 APPLICATION FOR LICENSE.

1. An application in writing shall be filed with the Clerk for a license under this chapter. Such application shall be accompanied by a \$15.00 application fee and set forth the following information:

- A. Applicant's name, e-mail address, if any, permanent and local address, and local phone number or cell phone number.
- B. Business address, business e-mail address, if any, and business phone number, if any.
- C. The nature of the applicant's business.
- D. The last three places of such business.
- E. The length of time sought to be covered by the license.

F. Applicant's federal identification number and the federal identification number of any business for which applicant claims to be peddling as an agent, employee, or otherwise.

G. An Iowa sales tax permit number or a letter from the Iowa Department of Revenue confirming a sales tax permit is not required.

H. A Department of Criminal Investigation criminal history report/record for applicant from the state of applicant's residence for the previous five years, including pending charges, dated no more than 30 days prior to the date of the application.

I. A criminal background check from the State of Iowa for applicant and any additional individuals listed on application, dated no more than one year prior to the date of the application.

J. Whether applicant has been listed on any sex offender registry within the last five years.

K. Whether applicant has had a peddlers license suspended, revoked, or denied by the City or any other city in the last five years and the reasons therefor.

L. The dates of any previous peddlers licenses issued by the City Clerk.

M. A list of any vehicles used in the business and the license plate number of any such vehicles.

2. If the applicant proposes to sell ice cream and other similar frozen desserts from a vehicle, the following additional application requirements shall be provided:

A. A description of the vehicle from which the sale will be conducted and a copy of the vehicle's current registration.

B. A photocopy of the applicant's driver's license.

C. The applicant shall obtain at his or her own expense his or her current DCI criminal history report, dated within one year of license application, through the Iowa Department of Public Safety and certified copy of his or her current driving record. If a new applicant resided outside of Iowa anytime during the five years before applying, the person must also obtain, at his or her own expense, a copy of his or her current criminal history report and certified copy of driving record from each state of residence during the prior five years. Any person whose license has been suspended or revoked, or has expired for more than 30 days, will be required to obtain a current criminal history report and certified driving record in the same manner as a new applicant.

D. A list of all felony and misdemeanor convictions (convicted of, pled guilty to or stipulated to the facts of a criminal offense), including all crimes involving sexual assault and child abuse, during the 10 years immediately preceding the date of application. No license shall be issued to applicants who are registered sex offenders as a result of crimes against a person under the age of 18.

E. A list of all convictions for traffic violations for which the applicant's license was suspended, revoked or barred during the five years immediately preceding the date of application.

F. A copy of the license issued by the Department of Inspections and Appeals Mobile Food Unit and any recent inspection reports.

G. An insurance certificate for a policy naming the City of Indianola (including its officers and employees) as an additional insured, with comprehensive general liability limits in an amount no less than \$500,000.00. The policy shall be in full force and effect during the life of the vendor's license. The required coverage shall be at least as broad as the Insurance Services Office, Inc. Form Number CG0001, covering commercial general liability. A copy of the current insurance certificate shall be maintained on file with the City Clerk.

3. Upon receipt of the application and accompanying criminal background check, the City Clerk shall conduct an investigation under the following procedures prior to issuing a license:

A. The City Clerk shall refer the application and criminal background check provided by the applicant to the chief of police, who shall make an investigation of the character and reputation of the persons who will conduct business within the City, to the extent he/she believes necessary for the protection of the public welfare, except that prior misconduct cannot serve as a basis for denial of a license.

B. The Police Chief shall endorse the application with his/her approval or disapproval and forward such endorsed application to the City Clerk.

C. If the application has been approved by the Police Chief, the City Clerk may issue a license to the applicant upon the payment of all license and application fees, bonds, and compliance with all other conditions provided in this Code.

D. If the application has not been approved by the Police Chief, the City Clerk shall not issue a license unless and until the causes for such disapproval are eliminated.

E. When causes for disapproval are eliminated, the applicant may resubmit to the Clerk and the Clerk shall forward the amended application to the Police Chief for investigation in the same manner as submission of the initial application set forth herein.

122.05 LICENSE FEES.

The following license fees shall be paid to the Clerk prior to the issuance of any license.

1. Solicitors. For each person actually soliciting (principal or agent), a fee of \$100.00 per year.
2. Peddlers or Transient Merchants.
 - A. For one day \$ 50.00
 - B. For one week \$ 100.00
 - C. For up to six months \$ 200.00
 - D. For one year or any major part thereof \$ 300.00
3. Ice Cream Vendors. The following license fees shall be paid to the Clerk prior to the issuance of any license proposing to sell ice cream and other frozen desserts in accordance with this chapter:
 - A. One day \$ 20.00
 - B. One week \$ 30.00
 - C. One month \$ 50.00
 - D. One month to six months \$ 100.00

122.06 BOND REQUIRED.

Before a license under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the *Code of Iowa*.

122.07 LICENSE ISSUED.

If the Clerk finds the application is completed in conformance with the requirements of this chapter, the facts stated therein are found to be correct and the license fee paid, a license shall be issued immediately.

122.08 DISPLAY OF LICENSE.

Each solicitor or peddler shall keep such license in possession at all times while doing business in the City and shall, upon request, exhibit the license as evidence of compliance with all requirements of this chapter or leave a copy of the license with the prospective customer. Each transient merchant shall display publicly such merchant's license in the merchant's place of business. Any misrepresentation in the displaying of licenses issued under this chapter shall subject the licensee to revocation in addition to any claim in state or federal court by an injured purchaser.

122.09 LICENSE NOT TRANSFERABLE.

Licenses issued under the provisions of this chapter are not transferable in any situation and are to be applicable only to the person filing the application.

122.10 TIME RESTRICTION.

All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of 10:00 a.m. and 8:00 p.m.

122.11 REVOCATION OF LICENSE.

The Clerk or the Police Chief may summarily suspend or revoke any license issued under this chapter by issuance of personal service of the Notice of Revocation on the licensee or on an officer or employee of the licensee or, if personal service cannot be effected, by mailing the Notice by certified mail, return receipt requested, to the licensee's last known mailing address for the following reasons:

1. Fraudulent Statements. The licensee has made fraudulent statements in the application for the license or in the conduct of the business.
2. Violation of Law. The licensee has violated this chapter; including conduct prohibited by Section 122.20, or has otherwise conducted the business in an unlawful manner.
3. Endangered Public Welfare, Health or Safety. The licensee has conducted the business in such manner as to endanger the public welfare, safety, order or morals.

The license shall stand revoked unless, within five days after receipt of the Notice of Revocation from the Clerk, the licensee files a written request for a public hearing on the revocation.

122.12 NOTICE.

The Notice of Revocation sent to or served upon the licensee shall contain particulars of the complaints against the licensee, the ordinance provisions or State statutes allegedly violated, and advise that the time for requesting a hearing will expire within five days of the date of service or certified mail receipt of the Notice. The license shall be suspended until such time as a hearing is held by the request of the licensee.

122.13 HEARING.

If timely requested in accordance with Section 122.11, the Clerk shall conduct a hearing at which both the licensee and any complainants shall be present to determine the truth of the facts alleged in the complaint and notice. Should the licensee, or authorized representative, request a hearing and fail to appear without good cause, the Clerk may proceed to hold the decision to revoke the license as final and no appeal by the licensee will be heard in accordance with Section 122.15.

122.14 RECORD AND DETERMINATION.

The Clerk shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Clerk finds clear and convincing evidence of substantial violation of this chapter or State law.

122.15 APPEAL.

If the Clerk revokes or refuses to issue a license, the Clerk shall make a part of the record the reasons therefor. The licensee, or the applicant, shall have a right to a hearing before the Council at its next regular meeting. The Council may reverse, modify or affirm the decision of the Clerk by a majority vote of the Council members present and the Clerk shall carry out the decision of the Council. The Clerk's decision to revoke or refuse issuance of a license shall stand unless and until a timely appeal is made before the Council at its next regular meeting.

122.16 EFFECT OF REVOCATION.

Revocation of any license shall bar the licensee from being eligible for any license under this chapter for a period of one year from the date of the revocation.

122.17 REBATES.

No rebates of the fees required in this chapter shall be permitted without Council approval.

122.18 LICENSE EXEMPTIONS.

The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations and youth groups.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own produce on private property.
4. Students. Students representing the Indianola School District conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.
7. City sponsored and/or community events held on City property.

122.19 CHARITABLE AND NONPROFIT ORGANIZATIONS.

Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504 of the *Code of Iowa* desiring to solicit money or to distribute literature are exempt from the operation of Sections 122.04 and 122.05. All such organizations are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, the name and social security number of each representative of the organization, names and addresses of the officers and directors of the organization, a list of any vehicles used and the license plate number of any such vehicles, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If the Clerk finds that the organization is a bona fide charity or nonprofit organization the Clerk shall issue, free of charge, a license containing the above information to the applicant. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the Council, as provided in Section 122.15 of this chapter.

122.20 PROHIBITED ACTS.

1. No peddler shall conduct peddling with any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
2. No peddler shall conduct peddling upon any part of the public right away along a parade route on the day of any permitted parade.
3. No peddler shall conduct peddling within 1,000 feet of the perimeter of a street closure, or inside such perimeter, for an event where a street use permit has been issued unless written permission from the street use permit holder has been obtained.
4. No peddler shall conduct peddling between the hours of 9:00 p.m. and 9:00 a.m.
5. No peddler shall do business or attempt to do business upon any property on which a notice is posted prohibiting peddling or soliciting.
6. No peddler shall harass, intimidate, coerce, annoy, disrespect, alarm, or threaten any individual to induce a sale.
7. No peddler shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale or sell any unwholesome or tainted food or foodstuffs.
8. No peddler shall conduct business in such a manner as to endanger the public health, welfare, or safety.

122.21 ICE CREAM VENDORS.

A person who obtains a license under the provisions of this chapter may sell ice cream and frozen desserts from a sanitary vehicle approved and licensed by a representative of the Department of Inspections and Appeals pursuant to State law,

provided that such vehicles shall be operated and maintained in full compliance with the health, food, drug and sanitary provisions of this Code and the applicable statutes of the State of Iowa.

1. Hours. Ice cream vendor licensees shall be permitted to conduct sales in any zoning district between sunrise and sunset.

2. Manner of Sale on Public Streets. Prior to making a sale, the driver shall drive to the side of the public street, as close as practicable to the curb or the edge of the portion of the street used for vehicular traffic. The driver shall stop, stand, or park such vehicle in full compliance with all applicable traffic laws, and shall remain so stopped, standing, or parked for no longer than is necessary to make sales to customers in the immediate vicinity desiring to make purchases.

3. Safety Standards. The sale of ice cream and other frozen desserts from a licensee's motorized vehicle is conditional upon the vehicle meeting the following minimum safety standards at all times:

A. A sign clearly visible from both the front and rear front, back and both sides of the vehicle in at least 4" letters of contrasting colors with a warning stating, "CAUTION - CHILDREN."

B. Four-way, yellow flashing or oscillating hazard lights to warn approaching drivers of children. Such light shall be operated at all times during which ice cream sales occur in accordance with this chapter.

C. Left and right outside rear view mirrors and two additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver to see around the entire vehicle.

4. Exclusive License. No foods other than ice cream or frozen desserts may be sold from a motorized vehicle within the City except in accordance with this chapter or as otherwise expressly provided in other sections of this Code.

122.22 FIREWORKS LICENSE.

Notwithstanding anything contained in this Chapter 122, the sale of first-class consumer fireworks and second-class consumer fireworks, as defined in Section 727.2 of the *Code of Iowa* shall not be subject to this chapter.

122.23 MOBILE FOOD AND BEVERAGE VENDORS.

1. Mobile Food Unit Licensing. It is unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the City without first obtaining a mobile food unit license from the City, in addition to any other State, federal, or County permits, certifications and licenses.

A. A mobile food unit license is an annual license that expires on April 15 each year and must be renewed prior to the first event after that date.

B. Each mobile food unit shall be licensed separately. No license transfer is allowed.

C. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.

D. The following shall be exempt from this requirement:

(1) Catering businesses.

(2) Grilling and food preparation activities of brick and mortar establishments on the establishments' premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues that have been approved as part of a site plan.

2. License Fee. At the time of the submittal of a license application, the applicant shall pay to the City Clerk the applicable license and permit fees in addition to any application fees.

A. The City Council shall establish the amount of the license fee by resolution.

B. Any licensee who surrenders his or her license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

3. Fire Department Inspection.

A. All mobile food units that have cooking facilities with grease laden vapors (class III and class IV state licenses) shall be inspected by the Fire Department prior to initiation of business operations within the City.

B. Inspections are required annually and prior to submittal of a license application to the City. It shall be the obligation of the mobile food vendor to schedule the inspection with the Fire Department.

C. Upon completion of the annual fire inspection, if the Fire Department determines that the mobile food unit passes the inspection, the Fire Chief shall sign the mobile food unit vendor license application and identify any conditions for operation as deemed appropriate as a result of said inspection.

4. Mobile Food Unit Vendor Licensing Application.

A. License Required. All mobile food vendors operating within the City must obtain a mobile food vendor license from the City. An exception to this requirement is a community event sponsored by the Chamber of Commerce or approved by the Council.

B. Application Requests. Application requests shall be filed with the City Clerk on the form provided by the City. No application request shall be accepted for filing and processing unless it conforms to the requirements of this chapter. This would include a complete and true application and all of the required materials and information prescribed, accompanied by the appropriate fees.

C. Submission Time Frame. Applications must be submitted not less than 10 business days prior to the proposed start date of the mobile food unit activities. The City reserves the right to reject any applications that have not been timely submitted to the City. The City Clerk shall have the discretionary right to accept an application made less than 10 business days prior to desired start date.

D. Additional Approvals. Receiving approval of a mobile food unit license from the City shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, State, and federal regulations.

E. Application Contents. Application shall be made on a form provided by the City and shall include:

- (1) Full name of the applicant.
- (2) Applicant's contact information including mailing address, phone numbers and e-mail address.
- (3) State health inspection certificate with the classification level of the state license identified.
- (4) Description of the kitchen facilities, cooking facilities, preparation area, safety features (suppression system, etc.) of the mobile food unit.
- (5) Photographs of the mobile food unit.
- (6) Make, model and year of vehicle to be used.
- (7) County, State and license plate number.
- (8) Overall size of the vehicle; length and width.
- (9) Fire Department signature on application confirming a passing Fire Department inspection.
- (10) Application and license fees.

F. Applications Deemed Withdrawn. Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the City and made reasonable progress within 30 days from the last written notification from the City to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

G. Issuance of License. Upon completion of the review process and a determination of compliance with the applicable regulations, the City Clerk will issue a mobile food unit license. The license shall be placed in the upper left (passenger side) of the front windshield or the left front side of a trailer or cart to aid in the visual verification of the licensing for that year.

H. Modification of License After Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher State licensing level classification, a new application and fire inspection shall be required.

5. Mobile Food Units on Public Property. No mobile food unit may be operated on public property except as part of an event approved under a special event permit by the City Clerk's office or as authorized by the Parks and Recreation Commission within a City park. Mobile food units on a permanent trailer, axle, or wheel-based transportation system shall be allowed on the following streets:

- A. East Ashland Avenue from South B Street to North 1st Street.
- B. South Buxton Street from West Boston Avenue to West 1st Avenue.
- C. East Salem Avenue from South B Street to North 1st Street.
- D. South Howard Street from West Boston Avenue to West 1st Avenue.

6. Unattended Mobile Food Unit. No mobile food unit that has cooking facilities with grease laden vapors or that is on any permanent trailer, axle, or wheel-based transportation system shall be left unattended on any site overnight, unless that property is under the ownership of the operator of the unit and in compliance with all other City Code requirements. No mobile food unit shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with City Code requirements, and/or having received prior City Council approval through an entitlement process. Any mobile food unit that has cooking facilities with grease laden vapors or that is on any permanent trailer, axle, or wheel-based transportation system found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

7. Music and Sound-Making Devices. The use of music or sound making devices as a part of a mobile food unit shall follow Chapter 48 Noise Ordinance.

8. Mobile Food Unit Performance Standards. Persons conducting business from a mobile food unit must do so in compliance with the following standards:

A. The mobile food vendor must obtain expressed written consent of the property owner to use the business property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property.

B. The operator of the mobile food unit shall display their City license in full view of the public in the unit.

C. Mobile food units shall only be allowed on nonresidential properties.

D. Mobile food units within 300 feet of a residential use or residentially zoned property, shall be limited to hours of operation between 7:00 a.m. and 10:30 p.m.

E. Mobile food units on a permanent trailer, axle, or wheel-based transportation system shall be limited to a maximum duration of eight hours per day on any site, unless part of an approved event permit. A mobile food unit on a permanent trailer, axle, or wheel-based transportation system shall be at one location a maximum of five consecutive days per week.

F. Only one mobile food unit shall be allowed on a property, unless part of an approved event or the property has received a multiple vendor permit. Mobile food units not under a multiple vendor permit and on adjacent properties must maintain a minimum separation between units of 50 feet.

G. Mobile food units shall serve patrons which are on foot only; no drive-up service to the mobile food unit itself shall be provided or allowed.

H. The mobile food unit must be located on a paved surface, unless approved as part of an event permit.

I. No mobile food unit may be located on a vacant property or lot with a vacant building.

J. No mobile food unit may operate within 200 feet of a permanent restaurant or business offering food or beverage services.

K. No alcoholic beverages may be sold as a part of a mobile food unit.

L. Any mobile food unit shall maintain a minimum 15 foot separation from a building as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the mobile food unit shall not impede pedestrian entering or exiting of a building.

M. Mobile food vendors shall be placed no closer than 15 feet from a front property line.

N. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches from the exterior of the unit. No freestanding signs, banners, flags, etc., are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.

O. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.

P. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.

Q. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants and Fire Department connections, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, etc.

R. No mobile food unit shall be parked in or otherwise impact access to/from ADA parking stalls.

9. Property Owner Responsibility. By allowing the mobile food unit on their property, property owners share in the responsibility of ensuring that the performance standards listed above and the safety of pedestrians and access of emergency vehicles to and around the site are maintained. Failure to do so could result in the property owners being party to any enforcement actions or penalties allowed by law, including, but not limited to, the alteration or revocation of a multiple vendor permit.

10. Other Licenses and Permits to Be Maintained. Failure of any applicant to maintain the appropriate county, state and federal licenses and permits, during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the City.

11. Suspension or Revocation of License. Any license issued under the provisions of this chapter may be suspended or revoked by the City as follows:

A. Grounds. The City Clerk may suspend any license issued under this chapter, pending the outcome of an administrative hearing, for any of the following reasons:

(1) The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

(2) The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

(3) The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.

(4) The City Clerk has received and investigated three or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

B. Notice. The City Clerk shall have the licensee served with notice either in person or by regular mail to the licensee's address shown on the license application notifying them of the license suspension, the specific reasons for such action, and date and time of hearing with the City Clerk to review the particulars of the suspension. The licensee shall be prohibited from any further activities covered by the license until such time that the hearing has been held and a determination of suspension and revocation resolved.

C. Hearing. A hearing shall be conducted by the City Clerk not more than five business days after he/she has suspended a license. The licensee and any complainants may be present to determine the truth of the alleged violation of this chapter. Should the licensee or his/her authorized representative fail to appear without good cause, the City Clerk may proceed with the hearing and make his/her findings.

D. Revocation. After the City Clerk has reviewed the facts, he/she shall revoke a license if he/she finds by the preponderance of the evidence that a violation has occurred. The revocation shall be effective immediately.

E. Appeal. If the City Clerk revokes or refuses to issue a license, the licensee or the applicant shall have a right to a hearing before the municipal code hearing officer as provided in Section 122.15 of this chapter. The municipal code hearing officer may reverse, modify, or affirm the decision of the City Clerk.

F. Effect of Revocation. Revocation or denial of any license shall bar the licensee or applicant from being eligible for any license under this chapter for a period of one year from the date of the revocation or denial. There shall be no refund of any fees for any revocation.

12. Penalty. Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than \$625.00 or may be punishable as municipal infractions subject to a civil penalty as set forth in this Code of Ordinances. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers and code enforcement officers shall have the authority to issue citations for violations of this chapter, and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

ORDINANCE NO. 2021 - _____

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF
INDIANOLA, IOWA TO AMEND PEDDLERS, SOLICITORS AND
TRANSIENT MERCHANTS SECTION 122**

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

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

122.05 LICENSE FEES.

The following license fees shall be paid to the Clerk prior to the issuance of any license.

1. Solicitors. For each person actually soliciting (principal or agent), a fee of \$100.00 per year.

2. Peddlers or Transient Merchants.

A. For one day \$ 50.00

B. For one week \$ 100.00

C. For up to six months \$ 200.00

D. For one year or any major part thereof \$ 300.00

~~3. Ice Cream Vendors. The following license fees shall be paid to the Clerk prior to the issuance of any license proposing to sell ice cream and other frozen desserts in accordance with this chapter:~~

~~A. One day \$ 20.00~~

~~B. One week \$ 30.00~~

~~C. One month \$ 50.00~~

~~D. One month to six months \$ 100.00~~

122.06 BOND REQUIRED.

Before a license under this chapter is issued to a transient merchant, an applicant shall provide to the Clerk evidence that the applicant has filed a bond with the Secretary of State in accordance with Chapter 9C of the *Code of Iowa*.

122.07 LICENSE ISSUED.

If the Clerk finds the application is completed in conformance with the requirements of this chapter, the facts stated therein are found to be correct and the license fee paid, a license shall be issued immediately.

122.08 DISPLAY OF LICENSE.

Each solicitor or peddler shall keep such license in possession at all times while doing business in the City and shall, upon request, exhibit the license as evidence of

compliance with all requirements of this chapter or leave a copy of the license with the prospective customer. Each transient merchant shall display publicly such merchant's license in the merchant's place of business. Any misrepresentation in the displaying of licenses issued under this chapter shall subject the licensee to revocation in addition to any claim in state or federal court by an injured purchaser.

122.09 LICENSE NOT TRANSFERABLE.

Licenses issued under the provisions of this chapter are not transferable in any situation and are to be applicable only to the person filing the application.

122.10 TIME RESTRICTION.

All peddler's and solicitor's licenses shall provide that said licenses are in force and effect only between the hours of 10:00 a.m. and 8:00 p.m.

122.11 REVOCATION OF LICENSE.

The Clerk or the Police Chief may summarily suspend or revoke any license issued under this chapter by issuance of personal service of the Notice of Revocation on the licensee or on an officer or employee of the licensee or, if personal service cannot be effected, by mailing the Notice by certified mail, return receipt requested, to the licensee's last known mailing address for the following reasons:

1. Fraudulent Statements. The licensee has made fraudulent statements in the application for the license or in the conduct of the business.
2. Violation of Law. The licensee has violated this chapter; including conduct prohibited by Section [122.20](#), or has otherwise conducted the business in an unlawful manner.
3. Endangered Public Welfare, Health or Safety. The licensee has conducted the business in such manner as to endanger the public welfare, safety, order or morals.

The license shall stand revoked unless, within five days after receipt of the Notice of Revocation from the Clerk, the licensee files a written request for a public hearing on the revocation.

122.12 NOTICE.

The Notice of Revocation sent to or served upon the licensee shall contain particulars of the complaints against the licensee, the ordinance provisions or State statutes allegedly violated, and advise that the time for requesting a hearing will expire within five days of the date of service or certified mail receipt of the Notice. The license shall be suspended until such time as a hearing is held by the request of the licensee.

122.13 HEARING.

If timely requested in accordance with Section [122.11](#), the Clerk shall conduct a hearing at which both the licensee and any complainants shall be present to determine the truth of the facts alleged in the complaint and notice. Should the licensee, or authorized representative, request a hearing and fail to appear without good cause, the Clerk may proceed to hold the decision to revoke the license as final and no appeal by the licensee will be heard in accordance with Section [122.15](#).

122.14 RECORD AND DETERMINATION.

The Clerk shall make and record findings of fact and conclusions of law, and shall revoke a license only when upon review of the entire record the Clerk finds clear and convincing evidence of substantial violation of this chapter or State law.

122.15 APPEAL.

If the Clerk revokes or refuses to issue a license, the Clerk shall make a part of the record the reasons therefor. The licensee, or the applicant, shall have a right to a hearing before the Council at its next regular meeting. The Council may reverse, modify or affirm the decision of the Clerk by a majority vote of the Council members present and the Clerk shall carry out the decision of the Council. The Clerk's decision to revoke or refuse issuance of a license shall stand unless and until a timely appeal is made before the Council at its next regular meeting.

122.16 EFFECT OF REVOCATION.

Revocation of any license shall bar the licensee from being eligible for any license under this chapter for a period of one year from the date of the revocation.

122.17 REBATES.

No rebates of the fees required in this chapter shall be permitted without Council approval.

122.18 LICENSE EXEMPTIONS.

The following are excluded from the application of this chapter.

1. Newspapers. Persons delivering, collecting for or selling subscriptions to newspapers.
2. Club Members. Members of local civic and service clubs, Boy Scout, Girl Scout, 4-H Clubs, Future Farmers of America and similar organizations and youth groups.
3. Local Residents and Farmers. Local residents and farmers who offer for sale their own produce on private property.
4. Students. Students representing the Indianola School District conducting projects sponsored by organizations recognized by the school.
5. Route Sales. Route delivery persons who only incidentally solicit additional business or make special sales.
6. Resale or Institutional Use. Persons customarily calling on businesses or institutions for the purposes of selling products for resale or institutional use.
7. City sponsored and/or community events held on City property.

122.19 CHARITABLE AND NONPROFIT ORGANIZATIONS.

Authorized representatives of charitable or nonprofit organizations operating under the provisions of Chapter 504 of the *Code of Iowa* desiring to solicit money or to distribute literature are exempt from the operation of Sections [122.04](#) and [122.05](#). All such organizations are required to submit in writing to the Clerk the name and purpose of the cause for which such activities are sought, the name and social security number of each representative of the organization, names and addresses of the officers and directors of the organization, a list of any vehicles used and the license plate number of any such vehicles, the period during which such activities are to be carried on, and whether any commissions, fees or wages are to be charged by the solicitor and the amount thereof. If the Clerk finds that the organization is a bona fide charity or nonprofit organization the Clerk shall issue, free of charge, a license containing the above information to the applicant. In the event the Clerk denies the exemption, the authorized representatives of the organization may appeal the decision to the Council, as provided in Section [122.15](#) of this chapter.

122.20 PROHIBITED ACTS.

1. No peddler shall conduct peddling with any person situated in a motor vehicle upon any public street, alley, driveway access, or public way.
2. No peddler shall conduct peddling upon any part of the public right away along a parade route on the day of any permitted parade.
3. No peddler shall conduct peddling within 1,000 feet of the perimeter of a street closure, or inside such perimeter, for an event where a street use permit has been issued unless written permission from the street use permit holder has been obtained.
4. No peddler shall conduct peddling between the hours of 9:00 p.m. and 9:00 a.m.
5. No peddler shall do business or attempt to do business upon any property on which a notice is posted prohibiting peddling or soliciting.
6. No peddler shall harass, intimidate, coerce, annoy, disrespect, alarm, or threaten any individual to induce a sale.
7. No peddler shall falsely or fraudulently misrepresent the quality, character or quantity of any article, item or commodity offered for sale or sell any unwholesome or tainted food or foodstuffs.
8. No peddler shall conduct business in such a manner as to endanger the public health, welfare, or safety.

~~122.21 ICE CREAM VENDORS.~~

~~A person who obtains a license under the provisions of this chapter may sell ice cream and frozen desserts from a sanitary vehicle approved and licensed by a representative of the Department of Inspections and Appeals pursuant to State law, provided that such vehicles shall be operated and maintained in full compliance with the health, food, drug and sanitary provisions of this Code and the applicable statutes of the State of Iowa.~~

~~—1. Hours. Ice cream vendor licensees shall be permitted to conduct sales in any zoning district between sunrise and sunset.~~

~~—2. Manner of Sale on Public Streets. Prior to making a sale, the driver shall drive to the side of the public street, as close as practicable to the curb or the edge of the portion of the street used for vehicular traffic. The driver shall stop, stand, or park such vehicle in full compliance with all applicable traffic laws, and shall remain so stopped, standing, or parked for no longer than is necessary to make sales to customers in the immediate vicinity desiring to make purchases.~~

~~—3. Safety Standards. The sale of ice cream and other frozen desserts from a licensee's motorized vehicle is conditional upon the vehicle meeting the following minimum safety standards at all times:~~

~~—A. A sign clearly visible from both the front and rear front, back and both sides of the vehicle in at least 4" letters of contrasting colors with a warning stating, "CAUTION—CHILDREN."~~

~~—B. Four-way, yellow flashing or oscillating hazard lights to warn approaching drivers of children. Such light shall be operated at all times during which ice cream sales occur in accordance with this chapter.~~

~~—C. Left and right outside rear view mirrors and two additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver to see around the entire vehicle.~~

~~—4. Exclusive License. No foods other than ice cream or frozen desserts may be sold from a motorized vehicle within the City except in accordance with this chapter or as otherwise expressly provided in other sections of this Code.~~

422.22 122.21 FIREWORKS LICENSE.

Notwithstanding anything contained in this Chapter 122, the sale of first-class consumer fireworks and second-class consumer fireworks, as defined in Section 727.2 of the Code of Iowa shall not be subject to this chapter.

422.23 122.22 MOBILE FOOD AND BEVERAGE VENDORS.

1. Mobile Food Unit Licensing. It is unlawful for any person to engage in the sale of food or beverages to the public from a temporary or mobile facility within the corporate limits of the City without first obtaining a mobile food unit license from the City, in addition to any other State, federal, or County permits, certifications and licenses.

A. A mobile food unit license can be purchased for one day, one week, up to six months or for over six months to one year ~~is an annual license that expires on April 15 each year~~ and must be renewed prior to the first event after that date.

B. Each mobile food unit shall be licensed separately. No license transfer is allowed.

C. Although certain activities may be exempt from the licensing requirements of this chapter, any food service to the public in the City is expected to comply with all other local, county and state requirements for health inspections, licensing, safety and fire code requirements.

D. The following shall be exempt from this requirement:

(1) Catering businesses.

(2) Grilling and food preparation activities of brick and mortar establishments on the establishments' premises for immediate consumption by patrons or employees.

(3) Concession stands associated with sports or recreational venues that have been approved as part of a site plan.

E. Ice Cream Vendors.

(1) A person who obtains a license under the provisions of this chapter may sell ice cream and frozen desserts from a sanitary vehicle approved and licensed by a representative of the Department of Inspections and Appeals pursuant to State law, provided that such vehicles shall be operated and maintained in full compliance with the health, food, drug and sanitary provisions of this Code and the applicable statutes of the State of Iowa.

(2) Hours. Ice cream vendor licensees shall be permitted to conduct sales in any zoning district between sunrise and sunset.

~~—2. Manner of Sale on Public Streets. Prior to making a sale, the driver shall drive to the side of the public street as close as practicable to the curb or the edge of the street for vehicular traffic. The driver shall stop, stand, or park such vehicle in full compliance with all applicable traffic laws, and shall remain so stopped, standing, or parked for no longer than is necessary to make sales to customers in the immediate vicinity desiring to make purchases.~~

~~—3. Safety Standards. The sale of ice cream and other frozen desserts from a licensee's motorized vehicle is conditional upon the vehicle meeting the following minimum safety standards at all times:~~

~~A sign is clearly visible from both the front and rear front, back and both sides of the vehicle in at least 4" letters of contrasting colors with a warning stating "CAUTION CHILDREN."~~

~~Four way, yellow flashing or oscillating hazard lights to warn approaching drivers of children. Such lights shall be operated at all times during which ice cream sales occur in accordance with this chapter.~~

~~Left and right outside rear-view mirrors and two additional outside wide-angle mirrors on the front and back of the vehicle to enable the driver to see around the entire vehicle.~~

4. 2. License Fee. At the time of the submittal of a license application, the applicant shall pay to the City Clerk the applicable license and permit fees in addition to any application fees.

A. The City Council shall establish the amount of the license fee by resolution.

B. Any licensee who surrenders his or her license prior to the date of expiration shall not be entitled to a refund of any portion of the fee.

5. 3. Fire Department Inspection.

A. All mobile food units that have cooking facilities with grease laden vapors (class III and class IV state licenses) shall be inspected by the Fire Department prior to initiation of business operations within the City.

B. Inspections are required annually and prior to submittal of a license application to the City. It shall be the obligation of the mobile food vendor to schedule the inspection with the Fire Department.

C. Upon completion of the annual fire inspection, if the Fire Department determines that the mobile food unit passes the inspection, the Fire Chief shall sign the mobile food unit vendor license application and identify any conditions for operation as deemed appropriate as a result of said inspection.

6. 4. Mobile Food Unit Vendor Licensing Application.

A. License Required. All mobile food vendors operating within the City must obtain a mobile food vendor license from the City. An exception to this requirement is a community event sponsored by the Chamber of Commerce or approved by the Council.

B. Application Requests. Application requests shall be filed with the City Clerk on the form provided by the City. No application request shall be accepted for filing and processing unless it conforms to the requirements of this chapter. This would include a

complete and true application and all of the required materials and information prescribed, accompanied by the appropriate fees.

C. Submission Time Frame. Applications must be submitted not less than 10 business days prior to the proposed start date of the mobile food unit activities. The City reserves the right to reject any applications that have not been timely submitted to the City. The City Clerk shall have the discretionary right to accept an application made less than 10 business days prior to desired start date.

D. Additional Approvals. Receiving approval of a mobile food unit license from the City shall not preclude, supersede, circumvent, or waive the applicant's responsibility to obtain any additional permits, licenses, and approvals for other applicable local, State, and federal regulations.

E. Application Contents. Application shall be made on a form provided by the City and shall include:

- (1) Full name of the applicant.
- (2) Applicant's contact information including mailing address, phone numbers and e-mail address.
- (3) State health inspection certificate with the classification level of the state license identified.
- (4) Description of the kitchen facilities, cooking facilities, preparation area, safety features (suppression system, etc.) of the mobile food unit.
- (5) Photographs of the mobile food unit.
- (6) Make, model and year of vehicle to be used.
- (7) County, State and license plate number.
- (8) Overall size of the vehicle; length and width.
- (9) Fire Department signature on application confirming a passing Fire Department inspection.
- (10) Permit Fees ~~Application and license fees~~.
- (11) Criminal history report from the Iowa Department of Public Safety. This report may be justification for denial of permit.
- (12) Proof of insurance.

F. Applications Deemed Withdrawn. Any application received shall be deemed withdrawn if it has been held in abeyance, awaiting the submittal of additional requested information from the applicant, and if the applicant has not communicated in writing with the City and made reasonable progress within 30 days from the last written notification from the City to the applicant. The application fee is nonrefundable. Any application deemed withdrawn shall require submission of a new application and fees to begin a new review and approval process.

G. Issuance of License. Upon completion of the review process and a determination of compliance with the applicable regulations, the City Clerk will issue a mobile food unit license. The license shall be placed in the upper left (passenger side) of the front windshield or the left front side of a trailer or cart to aid in the visual verification of the licensing for that year.

H. Modification of License After Issuance. Should the mobile food vendor change the food or beverage being offered during the term of an issued license that would change the designation of the mobile food unit to a higher State licensing level classification, a new application and fire inspection shall be required.

7. 5. Mobile Food Units on Public Property. No mobile food unit may be operated on public property except as part of an event approved under a special event permit by the City Clerk's office or as authorized by the Parks and Recreation Commission within a City park. Mobile food units on a permanent trailer, axle, or wheel-based transportation system shall be allowed on the following streets:

- A. East Ashland Avenue from South B Street to North 1st Street.
- B. South Buxton Street from West Boston Avenue to West 1st Avenue.
- C. East Salem Avenue from South B Street to North 1st Street.
- D. South Howard Street from West Boston Avenue to West 1st Avenue.

8. 6. Unattended Mobile Food Unit. No mobile food unit that has cooking facilities with grease laden vapors or that is on any permanent trailer, axle, or wheel-based transportation system shall be left unattended on any site overnight, unless that property is under the ownership of the operator of the unit and in compliance with all other City Code requirements. No mobile food unit shall be allowed to be stored on a site that is not zoned appropriately for storage and warehousing, screened in accordance with City Code requirements, and/or having received prior City Council approval through an entitlement process. Any mobile food unit that has cooking facilities with grease laden vapors or that is on any permanent trailer, axle, or wheel-based transportation system found unattended shall be considered in violation of these regulations and subject to license revocation, municipal infraction, towing, or any other action legally allowed.

9. 7. Music and Sound-Making Devices. The use of music or sound making devices as a part of a mobile food unit shall follow Chapter 48 Noise Ordinance.

10. 8. Mobile Food Unit Performance Standards. Persons conducting business from a mobile food unit must do so in compliance with the following standards:

- A. The mobile food vendor must obtain expressed written consent of the property owner to use the business property on which they propose to operate. The written consent must be kept in the unit at all times that the unit is on the property.
- B. The operator of the mobile food unit shall display their City license in full view of the public in the unit.
- C. Mobile food units shall only be allowed on nonresidential properties except in those cases of an approved residential block party or private catering arrangement so long as it is in compliance with all other Code requirements related to residential property.

- D. Mobile food units within 300 feet of a residential use or residentially zoned property, shall be limited to hours of operation between 7:00 a.m. and 10:30 p.m.
- E. Mobile food units on a permanent trailer, axle, or wheel-based transportation system shall be limited to a maximum duration of eight hours per day on any site, unless part of an approved event permit. A mobile food unit on a permanent trailer, axle, or wheel-based transportation system shall be at one location a maximum of five consecutive days per week.
- F. Only one mobile food unit shall be allowed on a property, unless part of an approved event or the property has received a multiple vendor permit. Mobile food units not under a multiple vendor permit and on adjacent properties must maintain a minimum separation between units of 50 feet.
- G. Mobile food units shall serve patrons which are on foot only; no drive-up service to the mobile food unit itself shall be provided or allowed.
- H. The mobile food unit must be located on a paved surface, unless approved as part of an event permit.
- I. No mobile food unit may be located on a vacant property or lot with a vacant building.
- J. No mobile food unit may operate within 200 feet of a permanent restaurant or business offering food or beverage services unless they receive expressed written consent of the restaurant or business owner. A City-approved special event may be exempted from this provision.
- K. No alcoholic beverages may be sold as a part of a mobile food unit.
- L. Any mobile food unit shall maintain a minimum 15 foot separation from a building as measured to the closest building element including awnings or canopies, tents or membrane structures. Location of the mobile food unit shall not impede pedestrian entering or exiting of a building.
- M. Mobile food vendors shall be placed no closer than 15 feet from a front property line.
- N. Signs are limited to those that are attached to the exterior of the mobile unit and must be mounted flat against the unit and not project more than six inches from the exterior of the unit. No freestanding signs, banners, flags, etc., are allowed. Off premises signs directing patrons to the mobile food unit are prohibited.
- O. During business hours, the mobile food vendor shall provide a trash receptacle for use by customers.
- P. The mobile food vendor shall keep the area around the mobile food unit clear of litter and debris at all times.
- Q. All mobile food units shall be located in such a manner as to not create a safety hazard, such as blocking emergency access to buildings and the site, obstructing access to fire hydrants and Fire Department connections, impeding entering and exiting from a building, creating a visual impediment for the motoring public at drive entrances, intersections, pedestrian crossings, etc.

R. No mobile food unit shall be parked in or otherwise impact access to/from ADA parking stalls.

~~11. 9.~~ Property Owner Responsibility. By allowing the mobile food unit on their property, property owners share in the responsibility of ensuring that the performance standards listed above and the safety of pedestrians and access of emergency vehicles to and around the site are maintained. Failure to do so could result in the property owners being party to any enforcement actions or penalties allowed by law, including, but not limited to, the alteration or revocation of a multiple vendor permit.

~~12. 10.~~ Other Licenses and Permits to Be Maintained. Failure of any applicant to maintain the appropriate county, state and federal licenses and permits, during the term of the local license or permits shall be considered an unlawful act and subject to revocation or any other penalties available to the City.

~~13. 11.~~ Suspension or Revocation of License. Any license issued under the provisions of this chapter may be suspended or revoked by the City as follows:

A. Grounds. The City Clerk may suspend any license issued under this chapter, pending the outcome of an administrative hearing, for any of the following reasons:

(1) The licensee has made fraudulent statements in his/her application for the license or in the conduct of his/her business.

(2) The licensee has violated this chapter or any other chapter of this code or has otherwise conducted his/her business in an unlawful manner.

(3) The licensee has conducted his/her business in such manner as to endanger the public welfare, safety, order, or morals.

(4) The City Clerk has received and investigated three or more found complaints during the licensed period related to the manner in which the licensee is conducting business.

B. Notice. The City Clerk shall have the licensee served with notice either in person or by regular mail to the licensee's address shown on the license application notifying them of the license suspension, the specific reasons for such action, and date and time of hearing with the City Clerk to review the particulars of the suspension. The licensee shall be prohibited from any further activities covered by the license until such time that the hearing has been held and a determination of suspension and revocation resolved.

C. Hearing. A hearing shall be conducted by the City Clerk not more than five business days after he/she has suspended a license. The licensee and any complainants may be present to determine the truth of the alleged violation of this chapter. Should the licensee or his/her authorized representative fail to appear without good cause, the City Clerk may proceed with the hearing and make his/her findings.

D. Revocation. After the City Clerk has reviewed the facts, he/she shall revoke a license if he/she finds by the preponderance of the evidence that a violation has occurred. The revocation shall be effective immediately.

E. Appeal. If the City Clerk revokes or refuses to issue a license, the licensee or the applicant shall have a right to a hearing before the municipal code hearing officer as provided in Section 122.15 of this chapter. The municipal code hearing officer may reverse, modify, or affirm the decision of the City Clerk.

F. Effect of Revocation. Revocation or denial of any license shall bar the licensee or applicant from being eligible for any license under this chapter for a period of one year from the date of the revocation or denial. There shall be no refund of any fees for any revocation.

~~14.~~ 12. Penalty. Unless another penalty is expressly provided by this chapter for any particular provision or section, violations of this chapter are simple misdemeanors subject to a fine of not more than \$625.00 or may be punishable as municipal infractions subject to a civil penalty as set forth in this Code of Ordinances. Each day a municipal infraction occurs and/or is permitted to exist constitutes a separate offense. Police officers and code enforcement officers shall have the authority to issue citations for violations of this chapter, and shall have the discretion to enforce this chapter as either a simple misdemeanor or municipal infraction.

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.

[Signatures on following page]

Pam Pepper, Mayor

ATTEST:

Andrew J. Lent, City Clerk

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

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

Andrew J. Lent, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: December 20, 2021
Subject: Resolution setting public hearing and letting dates for wayfinding and placemaking monuments as part of the City Square Reconstruction Project (Streetscape Project).

Introduction:

Background: As the Council is aware, at its April 19, 2021 meeting, a public hearing was held regarding the proposed plans, specifications, form of contract and estimate of cost for the City Square Reconstruction project, which is more commonly referred to as the Streetscape project. A component of the plans for this project included various wayfinding and placemaking monuments. This included signs at both Highway 65/69 and Highway 92 to direct people to the Square, signs at each corner of the Square, and 2 archway monuments on the interior of the Square.

The bid that was accepted for the project included a cost for these wayfinding and placemaking monuments which was well above the estimate of cost which was approved. Staff worked with the Contractor and project Engineer to understand the reason for the high bid. In working through this, all parties agree that rebidding these items and seeking a contractor who specializes in the work that is required for these items will prove to be a benefit to all parties, and will likely lead to a cost that is more in line with the estimate of cost.

The following dates have been proposed:

- December 21, 2021: Notice to Bidders released
- February 1, 2022: Sealed proposals will be opened, and bids tabulated
- February 7, 2022: Public hearing held by the Indianola City Council on the proposed plans, specifications, form of contract and estimate of cost.

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

Attachments:

1. Notices
2. Resolution set public hearing

NOTICE TO BIDDERS

Downtown Monument Project
City of Indianola
Indianola, IA

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 10:30 A.M. on February 1st, 2021, in the office of the City Clerk, 110 N 1st Street, Indianola, IA 50125.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 10:30 A.M. on February 1st, 2021, in the office of the City Clerk, City of Indianola, 110 N 1st Street, Indianola, IA 50125 with the results being reported to the City of Indianola at its meeting at 6:00 P.M. on February 7th, 2021 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Indianola City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Indianola.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before June 30th, 2023. Liquidated damages as set forth in Section 00500 – Contract.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 10 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 430 East Grand, Suite 101, Des Moines, IA 50309. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project #8092847 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Indianola will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: The project consists of providing all labor and materials to construct monument signage in and around the downtown square of the city of Indianola, IA. This will include concrete, masonry, steel fabrication, and electrical work to complete the work.

The Notice is given by order of the City Council of the City of Indianola

Andrew J. Lent, City Clerk

NOTICE OF PUBLIC HEARING
DOWNTOWN MONUMENT PROJECT
CITY OF INDIANOLA
INDIANOLA, IA

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Indianola on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 6:00 P.M. on February 7th, 2021, at 110 N 1st Street, Indianola, IA 50125.

PROJECT DESCRIPTION: The project consists of providing all labor and materials to construct monument signage in and around the downtown square of the city of Indianola, IA. This will include concrete, masonry, steel fabrication, and electrical work to complete the work.

At said hearing, the City Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the City Clerk, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said City Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS,
FORM OF CONTRACT, AND ESTIMATE OF COST AND LETTING DATES FOR THE CITY
DOWNTOWN MONUMENT PROJECT**

WHEREAS, the City Council of the City of Indianola, Iowa (the “City”) is in the process of reconstructing the City Square, more commonly referred to as the “Streetscape Project”; and

WHEREAS, the City Council of the City of Indianola, Iowa (the “City”) desires the rebid a portion of the Streetscape Project that included wayfinding and placemaking monuments, referred to as the “Downtown Monument Project”; and

WHEREAS, a letting date for the acceptance of bids on the Downtown Monument Project should be held and a time and place for the letting thereon should be fixed.

WHEREAS, a public hearing upon the proposed plans, specifications, form of contract and estimate of cost for the Downtown Monument Project should be held and a time and place for hearing thereon should be fixed.

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

1. That the letting date for the acceptance of bids shall be held at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 10:30 a.m. on February 1, 2022, at which time sealed proposals will be opened and bids tabulated.
2. That a public hearing be held by the Indianola City Council on the proposed plans, specifications, form of contract and estimate of cost at the Indianola City Hall, 110 N 1st Street, Indianola, Iowa, at 6:00 p.m. on February 7, 2022, at which time the City Council will consider any objections to the proposed project and will hear all interested persons.
3. That the Mayor and Clerk be and hereby are authorized and instructed to give notice of said public hearing, as required by law.

Passed and Approved this 20th day of December 2021.

Pam Pepper, Mayor

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: December 20, 2021

Subject: Receive and file correspondence from the December 3, 2021 weekly update from interim City Manager, Charlie Dissell.

Recommendation: Simple motion to receive and file the update is in order.

Attachments: 1. Weekly Update 12.3

Jackie Raffety

From: Jackie Raffety
Sent: Friday, December 3, 2021 4:18 PM
Subject: Weekly Update 12.3.21

Good afternoon! Below, please find the weekly update. If you have any questions, please reach out to city staff at 515-961-9410 or email cityclerk@indianolaiowa.gov.

Have a great weekend!

Jackie Raffety
Deputy City Clerk
City of Indianola
110 N 1st St
Indianola, IA 50125
515-961-9410, option 1
515-962-5240



WEEKLY UPDATE – DECEMBER 3, 2021

December 6 City Council Meeting

The City Council will meet on Monday, December 6 for its regular meeting. The agenda and comprehensive meeting materials are available on the City's website (linked below). The meetings are aired live via the City's YouTube Channel and a Zoom Webinar (links and login information are listed below).

[Agenda \(LINK\)](#)

[Notice \(PDF\)](#)

Proposed Ward and Precinct Changes

Due to the 2020 census, the City Council must review its precinct and ward boundaries to see whether the existing boundaries comply with current laws. As part of this process, the City Council must hold a public hearing before final action is taken to adopt new ward and precinct boundaries. The public hearing is scheduled during the upcoming regular City Council meeting at 6 PM on December 6. Additional information, as well as the proposed ward and precinct maps, can be found at the links below.

[Additional Info \(LINK\)](#)

[Proposed Ward Map \(LINK\)](#)

[Proposed Precinct Map \(LINK\)](#)

City Manager Search Firms

This past Monday, the City Council received formal presentations from the three finalists who have proposed to assist the City in the search for a new City Manager. The meeting for those presentations can be viewed at the link below. As there was a technical issue with one of the presentations on the recorded video, the three presentations are also linked below. At its regular meeting on Monday, December 6, the City Council will consider this item further.

[Baker Tilly Presentation \(LINK\)](#)

[Gov HR Presentation \(LINK\)](#)

[Hinson Consulting Presentation \(LINK\)](#)

New Council Orientation

This coming Thursday, December 9, the newly elected Mayor and Council members will take part in a day-long orientation session with City and IMU Department heads. As part of this orientation, tours of various City and IMU facilities will take place.

Square Reconstruction (Streetscape) Project Update

Construction between the walkable portion of the new sidewalks and the curb continued this week, including the installation of streetlights. Please note that because of shipping delays, IMU has set temporary galvanized streetlights in certain areas. These galvanized streetlights will be replaced once the permanent streetlights are delivered, which is anticipated to be next Spring. Next week, crews will continue on the sidewalks and power will begin to be run within Phase 1. Additionally, signs and pavement markings will begin to be placed. Moving forward, the plan is to start opening up blocks that are nearly completed in the next week. The contractor will continue to open up additional blocks as they are finished, with the intention of having Phase 1 completed within the next 3 weeks.

[Project Information \(LINK\)](#)

Community Development Reports

Attached are the following reports provided by the Community Development Department:

Current Projects Update (PDF)

Of the 18 projects listed, eight are in review, one has been approved and is awaiting construction to begin, and nine are in construction.

2021 Building Permits (PDF)

This week, one permit was issued. There are currently six building permit applications in review and 196 building permits have been issued year-to-date.

Code Enforcement (PDF)

There are currently 21 open code enforcement cases (140 code enforcement cases have been opened for the year).

City Council Anticipated Agendas

Below please find links to the documents containing anticipated agenda items for upcoming City Council meetings. These are working drafts. Agendas are published on the City's website the Thursday prior to a scheduled City Council meeting.

Anticipated Draft Agenda – December 20, 2021 (PDF)

[Anticipated Draft Agenda – January 3, 2022 \(PDF\)](#)