



CITY OF INDIANOLA COUNCIL MEETING

February 7, 2022

6:00 PM

City Council Chambers

Agenda

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Public Comment**
 - A. Public Comment Form
- 5. Consent Agenda:**
 - A. Approval of Agenda
 - B. Approval of Claims
 - C. Approval of Minutes of the prior council meetings
 - D. Setting dates for future public hearings
 1. Resolution setting a Public Hearing for February 22, 2022 at 6:00 p.m. for the Maximum Property Tax Dollars for Fiscal Year 23.
 - E. Approval of Applications
 1. Approval of a renewal liquor license for Z's Eatery and Draught Haus.
 2. Approval of Urban Revitalization Designation Applications.
 3. Approval of Payment Application No. 10 to Langman Construction in the amount of \$567,811.98 for the Water Resource Recovery Facility Influent Trunk Sewer and Outfall Sewer Project.
 - F. Second consideration of an ordinance amending the city code of the City of Indianola, Iowa regarding the requirement of sanitary disposal.
 - G. Third consideration of an ordinance approving the vacation of a 20' and 42' storm sewer easement at 1010 North Jefferson Way.
 - H. Resolution approving an agreement with Visual Labs for body worn cameras.
 - I. Resolution approving certain amendments to City of Indianola Policies pertaining to Bravo appointments.
 - J. Resolution approving Wastewater and Drinking Water Financial Assistance Program Grant Contract.

- K. Resolution approving salaries.

6. Council Reports

- A. Committee Member Updates
 - 1. CIRTPA January Report
 - 2. Greater Des Moines Convention & Visitors Bureau Report — Council Member John Parker, Jr.
- B. Presentation by Brenda Easter of the Indianola Chamber of Commerce regarding their request for funding in Fiscal Year 23.
- C. Presentation by Rachel Gocken, Warren County Economic Development Corporation, regarding their request for funding in Fiscal Year 23.
- D. Presentation by Assistant City Manager/Finance Director Andrew Lent regarding the Fiscal Year 23 budget.
- E. Consideration of the approval of Lin Stecker to the Planning and Zoning Commission for a term beginning immediately and ending July 1, 2026.
- F. Resolution appointing Bob Kling to the Bravo Commission.

7. Mayor's Report

- A. Community Update
- B. Proclamation declaring February 6-12, 2022 as National Burn Awareness Week in the City of Indianola.
- C. Consideration of the approval of Elizabeth Miller to serve on the Civil Service Commission for a term beginning immediately and ending April 1, 2023.

8. Public Consideration

- A. Old Business
 - 1. Second Amendment to Fiscal Year 22 Indianola City Budget
 - a. Fiscal Year 22 Budget Amendment Public Hearing.
 - b. Resolution approving the FY22 Budget Amendment.
 - 2. 1201 North Jefferson Way Sign
 - a. Public Hearing regarding the application for exemption of the Sign Code at 1201 North Jefferson Way, Indianola, Iowa.
 - b. Resolution approving the application for exemption of the Sign Code at 1201 North Jefferson Way, Indianola, Iowa.
 - 3. Right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola.
 - a. Public Hearing regarding an application for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west

of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

- b. First consideration of an ordinance vacating the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.
 - 4. Right-of-way vacation and conveyance of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola.
 - a. Public Hearing regarding an application for a right-of-way vacation and conveyance of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.
 - b. First consideration of an ordinance vacating of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.
 - 5. 2110 Country Club Road
 - a. Public Hearing regarding an application to rezone property located at 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
 - b. First consideration of an ordinance to rezone property located at 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
 - 6. Rezoning of 60 acres of property
 - a. Public Hearing regarding an application to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).
 - b. First consideration of an ordinance to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).
 - 7. CANCELLED - Public Hearing and consideration of the proposed plans, specs, form of contract and estimate of cost for the City Downtown Monument Project.
 - 8. Resolution approving Payment Application No. 6 and Change Order No. 1 for the South Plant Lift Station Improvement Project.
 - 9. Resolution approving Change Order No. 5 for the Water Resource Recovery Facility Project.
- B. New Business
- 1. Airport Terminal Project

- a. Resolution of Support New Des Moines Airport Terminal Project.
 - b. Approval of Letter of Agreement between the Des Moines Airport Authority and the City of Indianola.
- 2. Resolution naming depositories and setting depository limits.
- 3. Resolution approving an agreement with Central Pump and Motor for the McCord - Plainview Lift Station Piping Project.
- 4. Approval of an excessive usage claim for 104 West 1st Avenue.
- 5. Approval of an excessive usage claim for 708 West 1st Avenue.
- 6. Resolution authorizing closing on 2020 SRF Loan Amendment for the Streetscape Sponsored Project.

9. Other Business

- A. Interim City Manager's Report – Charlie Dissell
- B. An exempt session for a strategy meeting to discuss employment conditions.

10. Adjourn



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
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: February 7, 2022

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Report - City 02072022

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL	01/27/2022	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER CLENING - JANUARY 202	01/27/2022	1,525.00	PARK & RECREATI
Total A 6FT GEEK LLC:			5,625.00	
ACE HARDWARE				
ACE HARDWARE	FAUCET & FURNACE FILTER	01/06/2022	84.97	ROAD USE TAX FU
ACE HARDWARE	ANGLE GRINDER TOOL	01/06/2022	79.00	ROAD USE TAX FU
ACE HARDWARE	PLUMBING SUPPLIES	01/06/2022	15.18	ROAD USE TAX FU
ACE HARDWARE	CAR CHARGER FOR BATTERIES	01/07/2022	15.99	ROAD USE TAX FU
ACE HARDWARE	HARDWARE FOR NEW FOUNTAIN	01/13/2022	17.99	GENERAL FUND
ACE HARDWARE	FASTENERS	01/18/2022	12.84	SEWER FUND
ACE HARDWARE	SHOP SUPPLY TO REPAIR EQUIPMENT	01/19/2022	13.98	ROAD USE TAX FU
ACE HARDWARE	BOLTS FOR #30 SNOW BLOWER	01/20/2022	10.03	ROAD USE TAX FU
ACE HARDWARE	WET FLOOR SIGNS	01/20/2022	109.95	GENERAL FUND
ACE HARDWARE	CUT OFF WHEELS	01/25/2022	21.14	SEWER FUND
ACE HARDWARE	REMOVE PIPE AT SOUTH PLANT LIFT	01/25/2022	29.94	SEWER FUND
ACE HARDWARE	REMOVE PIPE AT SOUTH PLANT LIFT	01/26/2022	68.97	SEWER FUND
ACE HARDWARE	BUILDING KEYS	01/27/2022	9.16	ROAD USE TAX FU
ACE HARDWARE	SHOP CLEANING SUPPLIES	01/28/2022	57.54	ROAD USE TAX FU
Total ACE HARDWARE:			546.68	
ADAMS DOOR COMPANY INC.				
ADAMS DOOR COMPANY INC.	EAST OH DOOR SHEARED PIN	12/30/2021	769.80	FIRE FUND
Total ADAMS DOOR COMPANY INC.:			769.80	
AGRILAND FS INC				
AGRILAND FS INC	POWER THAW ICE MELT	11/17/2021	563.50	PARK & RECREATI
AGRILAND FS INC	TORDON	01/11/2022	40.93	PARK & RECREATI
AGRILAND FS INC	PROPANE FOR GREENHOUSE	01/05/2022	1,691.46	PARK & RECREATI
Total AGRILAND FS INC:			2,295.89	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	DEYARMAN PROP DA	01/24/2022	404.00	GENERAL FUND
AHLERS & COONEY P.C.	TS INVESTMENTS DA	01/24/2022	256.00	GENERAL FUND
AHLERS & COONEY P.C.	AMEND 6, HILLCREST URA	01/24/2022	80.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			740.00	
ALLSUP, PAT				
ALLSUP, PAT	CELL BILL	01/19/2022	50.00	POLICE FUND
Total ALLSUP, PAT:			50.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	EGG HUNT PRIZES AND CANDY	01/29/2022	97.64	PARK & RECREATI
AMAZON CAPITAL SERVICES	PICKLEBALLS AND LOBBY COFFEE	01/17/2022	50.87	PARK & RECREATI
AMAZON CAPITAL SERVICES	NOTES TABLET FOR LAPTOP	01/20/2022	99.95	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	OFFICE EQUIPMENT	12/20/2021	38.87	GENERAL FUND
AMAZON CAPITAL SERVICES	DADDY DAUGHTER DANCE SUPPLIES	01/30/2022	13.48	PARK & RECREATI
AMAZON CAPITAL SERVICES	HEAVY DUTY TOW STRAPS	01/30/2022	49.98	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	01/30/2022	36.67	ROAD USE TAX FU
AMAZON CAPITAL SERVICES	COM DEV OFFICE SUPPLIES	01/25/2022	30.07	GENERAL FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	01/15/2022	36.38	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AMAZON CAPITAL SERVICES	BULLETIN BOARD, WALL THERMOMETER F	01/20/2022	45.20	PARK & RECREATI
AMAZON CAPITAL SERVICES	EGG HUNT PRIZES AND CANDY	01/30/2022	82.31	PARK & RECREATI
AMAZON CAPITAL SERVICES	COM DEV OFFICE SUPPLY CREDIT	01/25/2022	36.38	GENERAL FUND
AMAZON CAPITAL SERVICES	COMPUTER HARDWARE	01/21/2022	157.94	POLICE FUND
AMAZON CAPITAL SERVICES	ACTIVITY CENTER COFFEE	01/25/2022	53.67	PARK & RECREATI
AMAZON CAPITAL SERVICES	SUPPLIES	01/23/2022	20.93	GENERAL FUND
AMAZON CAPITAL SERVICES	SUPPLIES	01/23/2022	19.01	GENERAL FUND
Total AMAZON CAPITAL SERVICES:			796.59	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	02/01/2022	31.27	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	02/01/2022	49.21	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	02/01/2022	182.67	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	02/01/2022	316.06	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	02/01/2022	9.90	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	02/01/2022	56.13	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION - HR	02/01/2022	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	02/01/2022	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	02/01/2022	30.28	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - P&R	02/01/2022	30.87	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	02/01/2022	21.45	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	02/01/2022	36.00	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION - SEWER`	02/01/2022	42.90	SEWER FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			827.60	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	CITY INVESTMENT SERVICES	01/11/2022	6,238.20	GENERAL FUND
Total BANKERS TRUST COMPANY:			6,238.20	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	OFFICE NAMEPLATE	01/13/2022	19.50	PARK & RECREATI
BOB'S CUSTOM TROPHIES	NAME PLATE-NEW BOA MEMBERS	01/24/2022	10.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			29.50	
BRICK GENTRY P.C.				
BRICK GENTRY P.C.	CODE ENFORCEMENT LEGAL FEES	01/25/2022	1,005.00	GENERAL FUND
BRICK GENTRY P.C.	BRICK GENTRY LAW WCCB LODGE	01/25/2022	285.00	FIRE FUND
BRICK GENTRY P.C.	GENERAL LEGAL SERVICES	01/25/2022	2,535.00	GENERAL FUND
BRICK GENTRY P.C.	LEGAL SERVICE FEES	01/25/2022	765.00	GENERAL FUND
BRICK GENTRY P.C.	LITIGATION MATTERS	01/25/2022	300.00	GENERAL FUND
BRICK GENTRY P.C.	PROSECUTIONS	01/25/2022	802.50	GENERAL FUND
BRICK GENTRY P.C.	PD UNION CONTRACT NEGOTIATIONS	01/25/2022	2,145.00	POLICE FUND
BRICK GENTRY P.C.	WRRD LEGAL SERVICES	01/25/2022	90.00	SEWER FUND
BRICK GENTRY P.C.	COM DEV LEGAL FEES	01/25/2022	375.00	GENERAL FUND
Total BRICK GENTRY P.C.:			8,302.50	
BROWN SUPPLY CO. INC.				
BROWN SUPPLY CO. INC.	PARTS FOR SNOW PLOWS	01/10/2022	3,359.89	ROAD USE TAX FU
Total BROWN SUPPLY CO. INC.:			3,359.89	
BROWNELLS INC				
BROWNELLS INC	FIREARMS TRAINING	01/20/2022	37.47	POLICE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total BROWNELLS INC:			37.47	
CAPITAL CITY EQUIPMENT				
CAPITAL CITY EQUIPMENT	SKID LOADER REPAIR	01/19/2022	905.40	SEWER FUND
Total CAPITAL CITY EQUIPMENT:			905.40	
CHIA, MICHAEL				
CHIA, MICHAEL	CELL BILL	01/17/2022	50.00	POLICE FUND
Total CHIA, MICHAEL:			50.00	
CINTAS CORPORATION				
CINTAS CORPORATION	FIRST AID SUPPLIES	01/12/2022	9.95	PARK & RECREATI
CINTAS CORPORATION	FIRST AID SUPPLIES	01/18/2022	2.99	PARK & RECREATI
CINTAS CORPORATION	WRRD FIRST AID SUPPLIES	01/24/2022	26.18	SEWER FUND
Total CINTAS CORPORATION:			39.12	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	CLEAR SILICONE CAULKING, 2" FOAMULAR	01/10/2022	58.82	PARK & RECREATI
CIRCLE B CASHWAY	KITCHEN FAUCET FIRE	01/19/2022	198.98	FIRE FUND
Total CIRCLE B CASHWAY:			257.80	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	CHAINS FOR POLE SAW	01/11/2022	27.98	PARK & RECREATI
CNM OUTDOOR EQUIPMENT	CHAIN SHARPENING	01/24/2022	27.00	PARK & RECREATI
Total CNM OUTDOOR EQUIPMENT:			54.98	
CROSS, CHUCK				
CROSS, CHUCK	WELLNESS JAN 2022	01/25/2022	25.00	FIRE FUND
Total CROSS, CHUCK:			25.00	
CRYSTAL CLEAR WATER CO				
CRYSTAL CLEAR WATER CO	DI WATER FOR LAB	01/28/2022	33.00	SEWER FUND
Total CRYSTAL CLEAR WATER CO:			33.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	11292021 CC MINUTES	12/31/2021	27.69	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE DEYARMAN DEV AGREEMENT	12/31/2021	66.30	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1682	12/31/2021	98.47	GENERAL FUND
DES MOINES REGISTER MEDIA	12062021 CC MINUTES	12/31/2021	346.73	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1683	12/31/2021	39.49	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE VACATE EASEMENT	12/31/2021	35.20	GENERAL FUND
DES MOINES REGISTER MEDIA	IA AVE ASSESSMENT NOTICE	12/31/2021	159.94	GENERAL FUND
DES MOINES REGISTER MEDIA	12202021 CC MINUTES	12/31/2021	324.75	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			1,098.57	
DIGITECH				
DIGITECH	DIGITECH EMS BILLING MONTHLY FEE	01/25/2022	3,031.91	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total DIGITECH:			3,031.91	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR	01/03/2022	25.69	POLICE FUND
DOWNEY TIRE PROS	TIRE REPAIR	01/05/2022	261.48	POLICE FUND
DOWNEY TIRE PROS	NEW TIRES FOR LOADER	01/13/2022	6,945.95	ROAD USE TAX FU
DOWNEY TIRE PROS	TIRE REPAIR ON 2019 F350	01/18/2022	31.33	PARK & RECREATI
Total DOWNEY TIRE PROS:			7,264.45	
ELECTRICAL ENG & EQUIP				
ELECTRICAL ENG & EQUIP	FUSES AND WIRE STRIPPERS	01/10/2022	141.80	SEWER FUND
ELECTRICAL ENG & EQUIP	PLAINVIEW GENERATOR CHECK VALVE	01/05/2022	1,022.26	SEWER FUND
ELECTRICAL ENG & EQUIP	PLAINVIEW GENERATOR WIRING AND COO	01/14/2022	925.00	SEWER FUND
Total ELECTRICAL ENG & EQUIP:			2,089.06	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	REAPIR MULTIPLE EQUIPMENT RADIOS	01/21/2022	430.81	ROAD USE TAX FU
Total ELECTRONIC ENGINEERING CO:			430.81	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	01/15/2022	64.66	POLICE FUND
Total ELIXIR RX SOLUTIONS:			64.66	
EXTINGUISHER COMPANY, THE				
EXTINGUISHER COMPANY, THE	ANNUAL FIRE EXTINGUISHER INSPECTION	01/12/2022	98.00	SEWER FUND
EXTINGUISHER COMPANY, THE	FIRE EXTINGUISHER BRACKETS MEDIC UNI	01/18/2022	84.00	AMBULANCE FUN
EXTINGUISHER COMPANY, THE	ANNUAL FIRE EXTINGUISHER INSPECTION	01/18/2022	146.00	ROAD USE TAX FU
Total EXTINGUISHER COMPANY, THE:			328.00	
GALLS LLC				
GALLS LLC	UNIFORMS	01/10/2022	642.53	POLICE FUND
GALLS LLC	CHUCK CROSS UNIFORM PANTS	01/11/2022	119.87	FIRE FUND
GALLS LLC	UNIFORMS	01/18/2022	31.99	POLICE FUND
GALLS LLC	UNIFORMS	01/18/2022	585.00	POLICE FUND
GALLS LLC	B SOUKUP BOOTS	01/19/2022	63.75	FIRE FUND
GALLS LLC	GRACE UNIFORMS PANTS	01/22/2022	123.25	AMBULANCE FUN
Total GALLS LLC:			1,566.39	
GPGFOA				
GPGFOA	GPGFOA MEMBERSHIP	01/31/2022	50.00	GENERAL FUND
Total GPGFOA:			50.00	
HART HOLDINGS LLC				
HART HOLDINGS LLC	I & I - SEWER REPLACED	10/11/2021	975.00	SEWER FUND
Total HART HOLDINGS LLC:			975.00	
HINES, MARGUERITE				
HINES, MARGUERITE	ACTIVITY CENTER DEPOSIT REFUND	01/18/2022	200.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HINES, MARGUERITE:			200.00	
HR GREEN INC				
HR GREEN INC	WRRF TRUNK SEWER ENGINEERING	01/26/2022	25,256.01	WWTP FACILITY C
Total HR GREEN INC:			25,256.01	
HYDRO OPTIMIZATION & AUTOMATION SOLUTION				
HYDRO OPTIMIZATION & AUTO	SCADA	12/30/2021	400.00	SEWER FUND
Total HYDRO OPTIMIZATION & AUTOMATION SOLUTION:			400.00	
INDIANOLA COMM. SCHOOLS				
INDIANOLA COMM. SCHOOLS	ANNUAL BUILDING RENT	01/12/2022	1,000.00	PARK & RECREATI
Total INDIANOLA COMM. SCHOOLS:			1,000.00	
INDOFF INCORPORATED				
INDOFF INCORPORATED	OFFICE SUPPLIES	01/24/2022	24.87	GENERAL FUND
INDOFF INCORPORATED	OFFICE SUPPLIES	01/24/2022	3.29	GENERAL FUND
Total INDOFF INCORPORATED:			28.16	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPER CUT & CONN	01/20/2022	3,346.70	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,346.70	
INTERNATIONAL CODE COUNCIL INC				
INTERNATIONAL CODE COUNCIL	BUILDING CODE BOOKS	01/11/2022	784.35	GENERAL FUND
Total INTERNATIONAL CODE COUNCIL INC:			784.35	
IOWA ASSOC. OF HOUSING OFFICIALS				
IOWA ASSOC. OF HOUSING OF	2022 IAHO MEMBERSHIP DUES	01/20/2022	35.00	GENERAL FUND
Total IOWA ASSOC. OF HOUSING OFFICIALS:			35.00	
IOWA DEPT OF INSPECTIONS AND APPEALS				
IOWA DEPT OF INSPECTIONS A	CHARITABLE GAMBLING LICENSE - BINGO	01/27/2022	150.00	PARK & RECREATI
Total IOWA DEPT OF INSPECTIONS AND APPEALS:			150.00	
IOWA MEDICAID ENTERPRISE				
IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	01/14/2022	4,458.02	AMBULANCE FUN
Total IOWA MEDICAID ENTERPRISE:			4,458.02	
IOWA ONE CALL				
IOWA ONE CALL	WRRD LOCATES	01/25/2022	795.60	SEWER FUND
Total IOWA ONE CALL:			795.60	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	PARKING SIGNS	12/31/2022	480.70	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total IOWA PRISON INDUSTRIES:			480.70	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	REPAIR TRAFFIC SIGNAL HEADS @ HWY 65	01/13/2022	695.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			695.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGR MUNICIPAL BLDG	12/01/2021	150.00	GENERAL FUND
IOWA WATER MANAGEMENT C	WATER MGR LIBRARY	12/01/2021	40.00	LIBRARY FUND
IOWA WATER MANAGEMENT C	WATER MGR MUN BLDG	01/01/2022	150.00	GENERAL FUND
IOWA WATER MANAGEMENT C	WATER MGR LIBRARY	01/01/2022	40.00	LIBRARY FUND
Total IOWA WATER MANAGEMENT CO.:			380.00	
JAKES, JOHN				
JAKES, JOHN	PASTOR JOHN JAKES TRAINING CISD	01/14/2022	104.31	FIRE FUND
Total JAKES, JOHN:			104.31	
JIFFY EXPRESS				
JIFFY EXPRESS	FUEL	01/15/2022	34.94	POLICE FUND
JIFFY EXPRESS	FUEL	01/15/2022	40.93	POLICE FUND
Total JIFFY EXPRESS:			75.87	
JV TRUCKING LLC				
JV TRUCKING LLC	ICE CONTROL SAND	01/10/2022	1,148.69	ROAD USE TAX FU
JV TRUCKING LLC	SNOW HAULING FROM SQUARE	01/17/2022	950.00	ROAD USE TAX FU
JV TRUCKING LLC	ICE CONTROL SAND	01/21/2022	879.41	ROAD USE TAX FU
Total JV TRUCKING LLC:			2,978.10	
KEENAN, JARED				
KEENAN, JARED	MILEAGE TO CLASS	01/31/2022	18.25	SEWER FUND
Total KEENAN, JARED:			18.25	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES	02/01/2022	4,000.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,000.00	
LANGMAN CONSTRUCTION INC				
LANGMAN CONSTRUCTION INC	TRUNK SEWER PAY APP #10	01/28/2022	567,811.98	WWTP FACILITY C
Total LANGMAN CONSTRUCTION INC:			567,811.98	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SHOP SUPPLIES - HYDRAULIC HOSE STOC	01/20/2022	278.30	ROAD USE TAX FU
Total LAWSON PRODUCTS:			278.30	
LUNDE, SEAN				
LUNDE, SEAN	WELLNESS JANUARY 2022	01/17/2022	15.00	FIRE FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total LUNDE, SEAN:			15.00	
MACQUEEN EQUIPMENT				
MACQUEEN EQUIPMENT	SONETICS HEADSET REPAIR	01/19/2022	1,040.00	SEWER FUND
MACQUEEN EQUIPMENT	ANNUAL MAINTENANCE TO CAMERA	01/14/2022	3,995.00	SEWER FUND
Total MACQUEEN EQUIPMENT:			5,035.00	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	EMS OXYGEN	01/12/2022	186.32	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			186.32	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	PAINT FOR OFFICE CABINETS	01/10/2022	35.99	PARK & RECREATI
MCCOY HARDWARE INC	SPRAY PAINT, CONSTRUCTION ADHESIVE	01/13/2022	13.73	PARK & RECREATI
MCCOY HARDWARE INC	PIPE REPAIR EQUIPMENT	01/17/2022	15.88	SEWER FUND
MCCOY HARDWARE INC	ACTIVITY CENTER THERMOSTAT	01/19/2022	73.79	PARK & RECREATI
MCCOY HARDWARE INC	EXTENSION CORD	01/28/2022	59.39	PARK & RECREATI
Total MCCOY HARDWARE INC:			198.78	
MEDPRO DISPOSAL LLC				
MEDPRO DISPOSAL LLC	MEDICAL WASTE DISPOSAL CONTRACTOR	02/01/2022	260.00	AMBULANCE FUN
Total MEDPRO DISPOSAL LLC:			260.00	
MENARDS				
MENARDS	TRAY LINERS, ROLLER PADS, FLOOR PAINT,	01/11/2022	139.52	PARK & RECREATI
MENARDS	OIL DRY ABSORBENT	01/24/2022	119.80	FIRE FUND
Total MENARDS:			259.32	
METCALF, BRAD				
METCALF, BRAD	WELLNESS PROGRAM	01/21/2022	16.66	POLICE FUND
Total METCALF, BRAD:			16.66	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	01/14/2022	12.47	GENERAL FUND
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	01/18/2022	77.41	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	01/18/2022	41.27	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES 206 N 1ST	01/20/2022	440.84	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES - JAN 2022	01/20/2022	936.69	PARK & RECREATI
MID AMERICAN ENERGY CO.	UTILITIES - GAS	01/20/2022	328.33	POLICE FUND
MID AMERICAN ENERGY CO.	69750-52006 QM3 LIFT	01/20/2022	65.29	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	01/20/2022	2,826.15	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			4,728.45	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	BUILDING REPAIR - AIR HANDLER	01/13/2022	1,895.23	GENERAL FUND
Total MILLER ELECTRICAL SERVICES:			1,895.23	
MOODY'S INVESTORS SERVICE				
MOODY'S INVESTORS SERVIC	FOR RATING SERVICE ON 2021 SERIES	11/24/2021	18,000.00	DEBT SERVICE FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total MOODY'S INVESTORS SERVICE:			18,000.00	
MORSE EQUIPMENT COMPANY				
MORSE EQUIPMENT COMPANY	COUPLER FOR BLOWER	01/20/2022	374.97	SEWER FUND
Total MORSE EQUIPMENT COMPANY:			374.97	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	REPAIR STORM SEWER PIPE ON 13TH STR	12/21/2021	218.73	STORMWATER UTI
Total MUNICIPAL SUPPLY INC:			218.73	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE & AD&D - HR	01/21/2022	68.26	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - SEWER	01/21/2022	189.00	SEWER FUND
MUTUAL OF OMAHA	DENTAL - LIBRARY	01/21/2022	262.49	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - PARKS	01/21/2022	115.86	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - P&R	01/21/2022	173.43	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - AMBULANCE	01/21/2022	393.31	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - HR	01/21/2022	81.10	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D -FIRE	01/21/2022	143.38	FIRE FUND
MUTUAL OF OMAHA	DENTAL - POLICE	01/21/2022	987.77	POLICE FUND
MUTUAL OF OMAHA	LIFE AD&D ADJ - EE LIABILITY	01/21/2022	20.32	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - EE LIABILITY	01/21/2022	711.54	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - SEWER	01/21/2022	357.39	SEWER FUND
MUTUAL OF OMAHA	DENTAL ADJ - EE LIABILITY	01/21/2022	27.00	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D ADJ - COMM DEV	01/21/2022	42.34	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - COMM DEV	01/21/2022	235.12	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - P&R	01/21/2022	281.31	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	01/21/2022	1,232.85	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - AMBULANCE	01/21/2022	812.50	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE AD&D ADJ - POLICE	01/21/2022	52.36	POLICE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	01/21/2022	69.41	FIRE FUND
MUTUAL OF OMAHA	DENTAL ADJ - POLICE	01/21/2022	45.28	POLICE FUND
MUTUAL OF OMAHA	DENTAL ADJ - STREETS	01/21/2022	250.74	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - STREETS	01/21/2022	330.95	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE AD&D - STREETS	01/21/2022	389.93	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - COMM DEV	01/21/2022	138.67	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - LIBRARY	01/21/2022	274.73	LIBRARY FUND
MUTUAL OF OMAHA	LIFE AD&D - PARKS	01/21/2022	212.19	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	01/21/2022	216.15	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - FINANCE/CLERK	01/21/2022	236.35	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	01/21/2022	81.10	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - IT	01/21/2022	48.52	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - POLICE	01/21/2022	1,612.30	POLICE FUND
MUTUAL OF OMAHA	DENTAL ADJ - COMM DEV	01/21/2022	19.19	GENERAL FUND
Total MUTUAL OF OMAHA:			9,570.72	
NAPA AUTO PARTS				
NAPA AUTO PARTS	REPAIR #28 PLOW TRUCK	01/19/2022	31.87	ROAD USE TAX FU
NAPA AUTO PARTS	AIR BRAKE ANTIFREEZE	01/24/2022	4.89	ROAD USE TAX FU
Total NAPA AUTO PARTS:			36.76	
OPN ARCHITECTS INC				
OPN ARCHITECTS INC	NEW CITY HALL/LIBRARY ARCH SERVICES	12/31/2021	790.00	CAPITAL PROJECT

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total OPN ARCHITECTS INC:			790.00	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	MAINTENANCE SUPPLIES	01/13/2022	74.95	POLICE FUND
O'REILLY AUTO PARTS	TRANSMISSION FLUID	01/27/2022	19.98	PARK & RECREATI
Total O'REILLY AUTO PARTS:			94.93	
ORTLUND, TANNER				
ORTLUND, TANNER	REFUND	01/17/2022	75.00	POLICE FUND
Total ORTLUND, TANNER:			75.00	
OVERHEAD DOOR COMPANY				
OVERHEAD DOOR COMPANY	EAST BAY DOOR OPENER SHEARED PIN	01/31/2022	801.20	FIRE FUND
Total OVERHEAD DOOR COMPANY:			801.20	
PARK SEED WHOLESALE				
PARK SEED WHOLESALE	FLOWER SEEDS	12/28/2021	240.47	PARK & RECREATI
Total PARK SEED WHOLESALE:			240.47	
PAYETTE, AARON				
PAYETTE, AARON	WELLNESS JANUARY	01/13/2022	15.00	FIRE FUND
Total PAYETTE, AARON:			15.00	
PELLA PRINTING				
PELLA PRINTING	IMAG PRINTING - JANUARY 2022	01/07/2022	4,656.50	PARK & RECREATI
PELLA PRINTING	IMAG PRINTING - JANUARY 2022	01/07/2022	4,656.50	GENERAL FUND
PELLA PRINTING	PRINTING	01/20/2022	335.00	POLICE FUND
PELLA PRINTING	PRINTING	01/20/2022	132.00	POLICE FUND
PELLA PRINTING	PRINTING	01/20/2022	133.00	POLICE FUND
Total PELLA PRINTING:			9,913.00	
PERFECTION PEST MANAGEMENT				
PERFECTION PEST MANAGEM	PEST CONTROL	01/24/2022	53.50	ROAD USE TAX FU
Total PERFECTION PEST MANAGEMENT:			53.50	
PROGRESSIVE INTELLIGENCE TECHNOLOGIES				
PROGRESSIVE INTELLIGENCE	I & I - SEWER REPLACED	10/11/2021	1,000.00	SEWER FUND
Total PROGRESSIVE INTELLIGENCE TECHNOLOGIES:			1,000.00	
PROTECT YOUTH SPORTS				
PROTECT YOUTH SPORTS	EMPLOYEE BACKGROUND CHECKS	01/31/2022	9.90	PARK & RECREATI
PROTECT YOUTH SPORTS	EMPLOYEE BACKGROUND CHECKS - POOL	01/31/2022	49.50	POOL (MEMORIAL)
Total PROTECT YOUTH SPORTS:			59.40	
PUTNEY, CAROL				
PUTNEY, CAROL	ACTIVITY CENTER RENTAL CANCELLATION	01/31/2022	600.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PUTNEY, CAROL:			600.00	
RAFFETY, JACKIE				
RAFFETY, JACKIE	RAFFETY CELLPHONE-JAN 2022	01/24/2022	50.00	GENERAL FUND
Total RAFFETY, JACKIE:			50.00	
REDITECH				
REDITECH	MONTHLY IT SUPPORT	01/17/2022	9,215.00	GENERAL FUND
Total REDITECH:			9,215.00	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	PPE B SOUKUP REPAIR TO PANTS	01/14/2022	86.82	FIRE FUND
SANDRY FIRE SUPPLY LLC	PPE FIRE HELMETS	01/27/2022	1,469.00	FIRE FUND
SANDRY FIRE SUPPLY LLC	SANDRY FIRE PPE 5 SETS ATHLETIX'S	01/30/2022	17,310.00	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			18,865.82	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICES - FEB 2	01/31/2022	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	
SIMMERING-CORY				
SIMMERING-CORY	JANUARY 2022 SUPPLEMENT	01/15/2022	1,549.00	GENERAL FUND
Total SIMMERING-CORY:			1,549.00	
SIRCHIE FINGERPRINT LAB				
SIRCHIE FINGERPRINT LAB	DETECTIVE SUPPLIES	01/17/2022	67.30	POLICE FUND
Total SIRCHIE FINGERPRINT LAB:			67.30	
SNYDER & ASSOCIATES INC				
SNYDER & ASSOCIATES INC	SOUTH K STREET DESIGN	01/26/2022	6,376.50	SOUTH K STREET
SNYDER & ASSOCIATES INC	IOWA AVE PAVING ENGINEERING	01/17/2022	3,726.28	STREET CAPITAL
SNYDER & ASSOCIATES INC	AGRILAND FS STORMWATER REVIEW	12/31/2021	1,521.00	GENERAL FUND
SNYDER & ASSOCIATES INC	MISC ENGINEERING	01/26/2022	828.17	GENERAL FUND
SNYDER & ASSOCIATES INC	DRAINAGE ISSUES	01/26/2022	81.25	STORMWATER UTI
SNYDER & ASSOCIATES INC	HILLCREST AVENUE PAVING DESIGN	01/26/2022	6,024.11	HILLCREST AVENU
SNYDER & ASSOCIATES INC	BOSTON AVENUE INFRASTRUCTURE DESIG	01/26/2022	59,644.94	AMERICAN RESCU
SNYDER & ASSOCIATES INC	SWU GIS SURVEY	01/26/2022	9,195.94	STORMWATER UTI
Total SNYDER & ASSOCIATES INC:			87,398.19	
SOUKUP, BOB				
SOUKUP, BOB	TUITION REIMBURSEMENT	01/24/2022	54.45	FIRE FUND
SOUKUP, BOB	TUITION REIMBURSEMENT	01/24/2022	308.55	AMBULANCE FUN
Total SOUKUP, BOB:			363.00	
SOUTH CENTRAL IOWA LANDFILL				
SOUTH CENTRAL IOWA LANDFI	2021 FALL CLEANUP SERVICES	12/31/2022	372.00	GENERAL FUND
Total SOUTH CENTRAL IOWA LANDFILL:			372.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
STEVESON, STEPHANIE				
STEVESON, STEPHANIE	ACTIVITY CENTER DEPOSIT REFUND	01/12/2022	200.00	PARK & RECREATI
Total STEVESON, STEPHANIE:			200.00	
STOP STICK LTD				
STOP STICK LTD	STOP STICK KIT	01/14/2022	159.00	POLICE FUND
Total STOP STICK LTD:			159.00	
SUNDOWN EQUIPMENT				
SUNDOWN EQUIPMENT	PARTS FOR BOBCAT 2200 UTV	01/12/2022	818.59	PARK & RECREATI
Total SUNDOWN EQUIPMENT:			818.59	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT #1506 TRASH	01/24/2022	93.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE BILL	01/24/2022	18.00	POLICE FUND
T.R.M. DISPOSAL LLC	ACCT #583 NORTH PLANT	01/24/2022	90.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			201.00	
THEISEN'S				
THEISEN'S	LIFT STATION PARTS	02/01/2022	44.63	SEWER FUND
Total THEISEN'S:			44.63	
TRUCK EQUIPMENT INC				
TRUCK EQUIPMENT INC	WIRE HARNESS AND MOTOR RELAY FOR 20	01/18/2022	285.49	PARK & RECREATI
Total TRUCK EQUIPMENT INC:			285.49	
TRUENORTH COMPANIES LC				
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	GENERAL FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	ROAD USE TAX FU
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	SEWER FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	LIBRARY FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	PARK & RECREATI
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	POLICE FUND
TRUENORTH COMPANIES LC	SAFETY TRAINING - NOVEMBER	11/30/2022	18.75	FIRE FUND
Total TRUENORTH COMPANIES LC:			150.00	
ULINE				
ULINE	SHOP SUPPLIES	01/06/2022	301.19	ROAD USE TAX FU
ULINE	RIAN WEAR FOR CARLOS AND MIKE	01/06/2022	345.56	ROAD USE TAX FU
Total ULINE:			646.75	
UPHDM OCCUPATIONAL MEDICINE				
UPHDM OCCUPATIONAL MEDIC	SCREENING - MILLAGE	01/03/2022	556.00	AMBULANCE FUN
UPHDM OCCUPATIONAL MEDIC	RE-CERT PHYSICAL	01/03/2022	40.00	AMBULANCE FUN
UPHDM OCCUPATIONAL MEDIC	NEW DRIVER ENROLLMENTS	10/29/2021	22.50	ROAD USE TAX FU
UPHDM OCCUPATIONAL MEDIC	NEW DRIVER ENROLLMENTS	10/29/2021	15.00	SEWER FUND
Total UPHDM OCCUPATIONAL MEDICINE:			633.50	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
VAN WALL EQUIPMENT				
VAN WALL EQUIPMENT	CHOKE CABLE FOR JOHN DEERE 1200A BU	10/01/2021	38.34	PARK & RECREATI
Total VAN WALL EQUIPMENT:			38.34	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	SOUTH PLANT LIFT STATION #6	01/28/2022	118,605.98	SEWER CAPITAL P
Total VANDERPOOL CONSTRUCTION:			118,605.98	
VERIZON WIRELESS				
VERIZON WIRELESS	DATA	01/15/2022	610.22	POLICE FUND
Total VERIZON WIRELESS:			610.22	
WARREN COUNTY AUDITOR				
WARREN COUNTY AUDITOR	2021 CITY ELECTION	01/10/2022	6,778.48	GENERAL FUND
Total WARREN COUNTY AUDITOR:			6,778.48	
WARREN COUNTY OIL				
WARREN COUNTY OIL	GREASE, MOTOR OIL	01/11/2022	768.95	ROAD USE TAX FU
Total WARREN COUNTY OIL:			768.95	
WASTE MANAGEMENT OF IOWA				
WASTE MANAGEMENT OF IOW	RECYCLING APT	12/31/2022	4,041.33	RECYCLING FUND
WASTE MANAGEMENT OF IOW	UTILITIES - GARBAGE	12/31/2021	40.20	ROAD USE TAX FU
Total WASTE MANAGEMENT OF IOWA:			4,081.53	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	02/01/2022	75.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	02/01/2022	35.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			110.00	
WILSON, LISA				
WILSON, LISA	WELLNESS	01/24/2022	45.00	GENERAL FUND
Total WILSON, LISA:			45.00	
Grand Totals:			967,739.16	

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

City Council: _____



MEMORANDUM

To: Mayor and City Council
From:
Date: February 7, 2022
Subject: Approval of Minutes of the prior council meetings

Recommendation: Simple motion is in order.

Attachments:

1. 01182022 Minutes
2. 01262022 CC Special Meeting Minutes
3. 01312022 CC Special Meeting Minutes



CITY OF INDIANOLA COUNCIL MEETING
January 18, 2022
6:00 PM
City Council Chambers
Minutes

The Indianola City Council met in regular session at 6:00 p.m. on January 18, 2022, in the City Hall Council Chambers. Mayor Pro Tem Richardson called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Gwen Schroder, Christina Beach, Ron Dalby, Steve Richardson, and via Zoom, Mayor Stephanie Erickson. ABSENT: None.

There were no public comments offered.

Agenda items 5B and 5E1-6 were pulled from the consent agenda on a request by Council Members Hulen and Dalby. Council Member Schroder moved to approve the Consent Agenda and Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Resolution 2022-010 approving monthly transfers.
- Approval of Minutes of the prior council meetings
- Setting dates for future public hearings
- Approval of Payment Application Number 19 for the Water Resource Recovery Facility to Williams Brothers Construction in the amount of \$1,584,623.38.
- Approval of a renewal liquor license for On The Rocks.
- Resolution 2022-017 approving salaries.

Council Member Parker moved to approve Agenda Item 5B - Approval of Claims. Council Member Schroder seconded it. On roll call, the vote was AYES: Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. ABSTAIN: Hulen due to a conflict of interest. Whereas the Mayor Pro Tem declared the motion passed.

Council Member Hulen moved to approve Agenda Items 5E1-6: Setting dates for future public hearings. Council Member Beach seconded it. In discussion, the dates of the public hearings were reviewed. Council Members Dalby and Richardson asked that dates of the Public Hearings be added to the agenda item title on future agendas. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously. The resolutions were as follows:

- Resolution 2022-011 setting a public hearing and letting dates for the 2022 Infrastructure Improvements on West Boston Avenue, North F Street and West Clinton Avenue.
- Resolution 2022-012 setting public hearing on application for exemption of sign code at 1201 North Jefferson Way, Indianola, Iowa.
- Resolution 2022-013 setting public hearing on an application for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.
- Resolution 2022-014 setting public hearing on an application for a right-of-way vacation and conveyance of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.
- Resolution 2022-015 setting public hearing on request to rezone property located at 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).
- Resolution 2022-016 setting public hearing on request to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).

City Treasurer Doug Shull presented the December 2021 Treasurer's Report to the Council. Council Member Schroder moved to approve the Treasurer's Report for December 2021 and Hulen seconded it. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to approve the EMS Billing Activity Report for October 2021. Council Member Dalby seconded it. In discussion, Fire Chief Chia explained why the billing report will fluctuate from month to month. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to approve the EMS Billing Activity Report for November 2021. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Interim Police Chief Brian Sher discussed the need for body cameras for police officers. Highlights of the presentation included the purpose and history of obtaining body cameras for IPD, costs from three vendors, preferred vendor information and the next steps. Discussion included: contract length, storage capabilities and warranties. Council directed staff to bring consideration of a contract to a future meeting.

Council Member Parker moved to receive and file the 2021 Planning and Zoning Commission Annual Report. Council Member Dalby seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Mayor Erickson reported she attended the Mayor's Youth Council meeting and met with CemenTech and the Indianola Chamber of Commerce. She also thanked the Street Department staff for their work on snow removal.

Mayor Pro Tem Richardson reported he attended the Salem Connection meeting for small businesses.

Council Member Schroder moved to approve the third consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend noise regulations section 48.06. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Hulen moved to approve the third consideration of an Ordinance amending the City Code of the City of Indianola, Iowa to amend Peddlers, Solicitors and Transient Merchants Section 122. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Dalby moved to approve the second consideration of an Ordinance approving the vacation of a 20' and 42' storm sewer easement at 1010 North Jefferson Way. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

The Council made the following committee appointments: Council Member Parker to the Greater Des Moines Convention Bureau; Council Members Beach and Parker to the Landfill Board; Council Member Richardson to the Metro Advisory Committee; Council Member Hulen as the alternate to WCEDC; Council Member Beach and Mayor Erickson to WCEMA; and Council Members Dalby and Schroder to the YMCA Steering Committee. The Council directed staff to update the policy regarding Bravo appointments in order to allow citizens to serve on that board.

Council Member Dalby moved to receive and file the listing of Boards and Commissions Members. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to approve Resolution 2022-018 approving a request for approval of a Plat of Survey located at 1308 South G Street. Council Member Schroder seconded it. In discussion, Interim City Manager/Community and Economic Development Director Charlie Dissell stated the rezoning will add a second buildable lot to this plat. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Hulen moved to open the Public Hearing on a request for a change of zoning district boundaries from the C-2 Highway Commercial Zoning District to the R-2 Single-Family Residential Attached Residential Zoning District. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

There were no public comments offered.

Council Member Schroder moved to close the Public Hearing and Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Schroder moved to approve the first consideration of an Ordinance amending the Municipal Code of the City of Indianola, Iowa, for a change of zoning district boundaries at 404 South Jefferson Way from the A the C-2 Highway Commercial Zoning District to the R-2 Single-Family Residential Attached Residential Zoning District. Council Member Beach seconded it. In discussion, Dissell explained why the property needed rezoned and why the applicant had requested the waiving of the second and third readings. Council Member Parker stated this is a unique case in which waiving the second and third readings is appropriate. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved, and Beach seconded to waive the second and third readings of the Ordinance. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Dalby moved to approve Payment Application Number 7 for the Streetscape Project from Absolute Concrete in the amount of \$247,336.01. Council Member Parker seconded it. In discussion, Dissell provided cost-to-date information. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Hulen moved to approve Resolution 2022-019 approving certain amendments to City of Indianola policies pertaining to Boards and Commissions. Council Member Beach seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to approve the appointment of Jane Whalen to the Board of Adjustment for a term beginning immediately and ending July 1, 2022. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Schroder moved to approve the appointment of Jane Whalen to the Board of Adjustment for a term beginning July 1, 2022 and ending July 1, 2027. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Beach moved to approve the appointment of Scott Duncan to the Human Relations Commission for a term beginning immediately and ending July 1, 2022. Council Member Dalby seconded it. On roll call, the vote was AYES: Beach, Richardson. NAYS: Hulen, Parker, Dalby, Schroder. Whereas the Mayor Pro Tem declared the motion failed.

Council Member Hulen moved to approve the appointment of Deb White to the IMU Board of Trustees for a term beginning immediately and ending July 1, 2026. Council Member Beach seconded it. Discussion was held on appointing someone to serve who had previously held a trustee position. On roll call, the vote was AYES: Hulen, Dalby, Beach, and Richardson. NAYS: Parker and Schroder. Whereas the Mayor Pro Tem declared the motion passed.

Council Member Parker moved to approve the re-appointment of Sarah Ritchie to the Planning and Zoning Commission for a term beginning February 1, 2022, and ending July 1, 2022. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Schroder, Beach, and Richardson. NAYS: None.

ABSTAIN: Dalby due to a conflict of interest. Whereas the Mayor Pro Tem declared the motion passed.

Council Member Parker moved to approve the re-appointment of Sarah Ritchie to the Planning and Zoning Commission for a term beginning July 1, 2022, and ending July 1, 2027. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Schroder, Beach, and Richardson. NAYS: None. ABSTAIN: Dalby due to a conflict of interest. Whereas the Mayor Pro Tem declared the motion passed.

Council Member Parker moved to approve the first consideration of an ordinance amending the city code of the City of Indianola, Iowa regarding the requirement of sanitary disposal. Council Member Schroder seconded it. In discussion, Dissell explained why the removal of a time frame was beneficial. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to approve Resolution 2022-020 approving temporary road closures for the 2022 right-of-way construction program. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

The report from interim city manager Charlie Dissell included information about recent snow removal from Public Works Director Akhilesh Pal.

Schroder moved to adjourn at 7:30 p.m. and Parker seconded it. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

Immediately following the meeting, Council met in a study session where they heard presentations on the Streetscape Project and the Public Works Department.

Stephanie Erickson, Mayor

ATTES:

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

January 26, 2022

5:00 PM

705 North Avenue, Norwalk, IA

Minutes

The Indianola City Council met at 5:00 pm on January 26, 2022 at 705 North Ave, Norwalk for an informational session with leaders from Warren County and the cities of Carlisle and Norwalk regarding the Des Moines Airport Terminal Expansion Project. Members present were John Parker, Ron Dalby, Gwen Schroder, Christina Beach and Steve Richardson and Mayor Stephanie Erickson. The meeting was informational only and no decisions were made. The meeting ended at 5:38 p.m.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



CITY OF INDIANOLA COUNCIL MEETING

January 31, 2022

5:00 PM

Senate Room, Kent Center, Simpson College (701 N C St, Indianola, IA 50125)

Minutes

The Indianola City Council met for a strategic planning session at 5:00 PM on January 31, 2022, in the Senate Room, Kent Center, Simpson College. The following members were present: Heather Hulen, John Parker, Ron Dalby, Gwen Schroder, Christina Beach, Steve Richardson and Mayor Stephanie Erickson. Absent: None.

Councilmembers discussed why Indianola is successful, talked through hypothetical situations and then listed 2022-2023 goals and priorities. The top five priorities are: public facilities; CIP for gravel roads; plans for gateway and corridor improvements; a comprehensive staffing plan with pay studies; and public health - animal control.

The meeting was adjourned at 8:40 PM.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, Asst. City Manager/CFO
Date: February 7, 2022
Subject: Resolution setting a Public Hearing for February 22, 2022 at 6:00 p.m. for the Maximum Property Tax Dollars for Fiscal Year 23.

Introduction:

Background: In accordance with state law, cities in Iowa must hold a public hearing and pass a resolution setting the maximum property tax dollars prior to holding a hearing and adopting the budget for the upcoming year. **The maximum amount does not include the debt service levy.** In order to hold the hearing, the Council must set the hearing by resolution, with publication of notice not less than 10 days and no more than 20 days prior to the hearing. The notice is scheduled for publication in the Indianola Record-Herald for Wednesday, February 9, 2022.

Discussion: The resolution included in the Council packet sets the hearing for the maximum property tax dollars for 6 pm on February 22, 2022 in the Indianola City Council Chambers. The notice to be published is also included with the resolution. The proposed increase is 3.45 percent over the current fiscal year.

Budget Impact: The current resolution has no fiscal impact.

Recommendation: Approval of the resolution.

Attachments:

1. Res 2022- set PH for Max Property Tax Hearing
2. Indianola Max Property Tax Notice, 22 Feb 2022

City of Indianola
RESOLUTION NO 2022-

**RESOLUTION SETTING DATE FOR HEARING ON MAXIMUM PROPERTY TAX DOLLARS
FOR THE CITY OF INDIANOLA FY23 BUDGET**

WHEREAS, under state law, the City of Indianola must hold a public hearing on the maximum property tax dollars to be levied in Fiscal Year (FY) 2023 from July 1, 2022 to June 30, 2023; and

WHEREAS, under state law, the maximum property tax dollars under this requirement, does not include the debt service levy; and

WHEREAS, a notice concerning the proposed city maximum property tax dollars must be published between 10 and 20 days prior to the date said hearing; and

WHEREAS, the notice for publication is attached to this resolution.

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

(1) The date and time for the public hearing on the maximum property tax dollars to be levied in FY23 is set for 6:00 PM on February 22, 2022 at Indianola City Hall, 110 N 1st Street.

(2) the City Clerk is directed to publish the attached notice between 10 and 20 days prior to the date of said hearing.

Passed and adopted this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

NOTICE OF PUBLIC HEARING - CITY OF INDIANOLA - PROPOSED PROPERTY TAX LEVY
Fiscal Year July 1, 2022 - June 30, 2023

The City Council will conduct a public hearing on the proposed Fiscal Year City property tax levy as follows:

Meeting Date: 2/22/2022 **Meeting Time:** 06:00 PM **Meeting Location:** Indianola City Hall, 110 N 1st Street, Indianola, IA 50125

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of the proposed tax levy. After adoption of the proposed tax levy, the City Council will publish notice and hold a hearing on the proposed city budget.

City Website (if available)
www.indianolaiowa.gov

City Telephone Number
 (515) 961-9410

	Current Year Certified Property Tax 2021 - 2022	Budget Year Effective Property Tax 2022 - 2023	Budget Year Proposed Maximum Property Tax 2022 - 2023	Annual % CHG
Regular Taxable Valuation	612,089,772	637,773,831	637,773,831	
Tax Levies:				
Regular General	4,957,927	4,957,927	5,165,970	
Contract for Use of Bridge	0	0	0	
Opr & Maint Publicly Owned Transit	0	0	0	
Rent, Ins. Maint. Of Non-Owned Civ. Ctr.	0	0	0	
Opr & Maint of City-Owned Civic Center	0	0	0	
Planning a Sanitary Disposal Project	0	0	0	
Liability, Property & Self-Insurance Costs	0	0	0	
Support of Local Emer. Mgmt. Commission	0	0	0	
Emergency	0	0	0	
Police & Fire Retirement	495,066	495,066	473,693	
FICA & IPERS	832,846	832,846	724,405	
Other Employee Benefits	1,200,000	1,200,000	1,380,234	
Total Tax Levy	7,485,839	7,485,839	7,744,302	3.45
Tax Rate	12.22997	11.73745	12.14270	

Explanation of significant increases in the budget:

Cost of living increase in salary, increased health insurance premiums, additional personnel in community development; increased fuel cost, lower reimbursement revenue for shared services with utility.

If applicable, the above notice also available online at:

www.indianolaiowa.gov/512/City-Clerk-Finance-Department; www.facebook.com/CityofIndianola; twitter.com/cityofindianola; www.facebook.com/IndianolaFireDept; twitter.com/IndianolaFD; www.instagram.com/indianolafd/; www.facebook.com/IndianolaPublicLibrary; twitter.com/IndianolaPubLib; www.instagram.com/iplteens/; www.instagram.com/indianolapubliclibrary; www.facebook.com/indianolapr; www.facebook.com/IndianolaAquaticCenter; www.facebook.com/BuxtonPark; twitter.com/indyparks; www.instagram.com/indyparksandrec; www.facebook.com/pages/Indianola-Police-Department/400108883424214; www.instagram.com/indianolapd; twitter.com/IndianolaPD

*Total city tax rate will also include voted general fund levy, debt service levy, and capital improvement reserve levy.

**Budget year effective property tax rate is the rate that would be assessed for these levies if the dollars requested is not changed in the coming budget year



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
Subject: Approval of a renewal liquor license for Z's Eatery and Draught Haus.

Introduction: Frerichs & Zeitz, LLC, dba Z's Eatery and Draught Haus, has applied for a renewal Class C liquor license with Sunday sales privileges.

Background: Z's Eatery is owned by Renee Frerichs, Wesley Zeitz and Kevin Frerichs. They are located at 1501 North 1st Street.

Discussion:

Budget Impact: The City receives a portion of the liquor license fee that is paid to the State of Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Approval of Urban Revitalization Designation Applications.

Introduction:

Background: Approving the designation will authorize a tax abatement for the property.

Discussion: The following comprise a list of Urban Revitalization Designations for new residential construction:

Address	Name	Estimated or Actual Cost of Improvements
400 East 1st Avenue	Stephen Muldrow	\$150,000
600 North 17th Street	WJH LLC	\$90,542
800 West Orchard Avenue	Justin and Jenna Brown	\$850,000
805 East Trailridge Avenue	Steger Construction/Terry Wise	\$380,000
808 Orchard Avenue	Orton Homes	\$430,000
817 Trailridge Avenue	Ground Breaker Homes	\$200,000
819 Trailridge Avenue	Ground Breaker Homes	\$230,000
827 Trailridge Avenue	Ground Breaker Homes	\$230,000
1100 North 7th Court	Christopher Marsh	\$287,000
1300 South R Street	Randy Culbertson	\$435,000
1503 11th Way	Michael and Pam Blubaugh-Mattox	\$540,000
1600 East Franklin Avenue	Tanzanite Homes	\$276,995
1607 East Franklin Avenue	Tanzanite Homes	\$274,090
1707 Detroit Place	Jerry's Homes	\$180,000
2302 North 9th Court	Thomas and Michelle Steen	\$377,345

2314 North 9th Court	Steger Construction	\$486,000
----------------------	---------------------	-----------

Budget Impact:

Recommendation: All applications are in order for approval. Simple motion is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council

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

Date: February 7, 2022

Subject: Approval of Payment Application No. 10 to Langman Construction in the amount of \$567,811.98 for the Water Resource Recovery Facility Influent Trunk Sewer and Outfall Sewer Project.

Introduction: As of this Payment Application, Langman Construction has been paid 76.6% of the contract.

Background:

Discussion: Items included in this application include construction survey, topsoil onsite, construction testing, approximately 1,890 linear feet of 42-inch sewer, 1,003 linear feet of 36-inch sewer, 8 manholes, outfall headwall, and SWPPP. Additionally, portions of the manhole vent deduct and ConShield deduct from Outfall Manholes from Change Order #1 are included in this Payment Application.

Budget Impact: \$567,811.98

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

Simple motion is in order.

Attachments: 1. ltr-012822-Trunk_Sewer_Langman_Pay_Request10



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

Main 515.278.2913 + Fax 515.278.1846

▷ HRGREEN.COM

January 28, 2022

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

Re: WRRF INFLUENT TRUNK SEWER & OUTFALL PROJECT
Contractor's Application for Payment No. 10

Dear Rick:

Attached is an electronic copy of Payment Application No. 10 from Langman Construction Inc. for the WRRF Influent Trunk Sewer and Outfall Sewer project. Items included in this application include construction survey, topsoil onsite, construction testing, approximately 1,890 linear feet of 42-inch sewer, 1,003 linear feet of 36-inch sewer, 8 manholes, outfall headwall, and SWPPP. Additionally, portions of the manhole vent deduct and ConShield deduct from Outfall Manholes from Change Order #1 are included in this Payment Application.

The total request for Payment Application No.10 is \$567,811.98. As of this Pay Application, Langman Construction has been paid 76.6% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 10 as submitted by Langman Construction. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

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

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2021\210240\Construction\Payment\Pay_Estimates\#10\ltr-012822-Trunk_Sewer_Langman_Pay_Request10.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

Page 1 of 7 Pages

TO OWNER:	City of Indianola 110 N. 1st Street Indianola, IA 50125	PROJECT:	WRRF Influent Trunk Sewer & Outfall Sewer 11870 Hoover Street Indianola, IA 50125	APPLICATION NO:	10	Distribution to:	☐ OWNER ☐ ARCHITECT ☐ CONTRACTOR ☐
FROM	Langman Construction, Inc.	ARCHITECT:	HR Green, Inc.	PERIOD TO:	January 25, 2022		
CONTRACTOR	220-34th Avenue Rock Island, IL 61201		5525 Merle Hay Road, Suite 200	PROJECT NOS:			

CONTRACT FOR General Construction

CONTRACT DATE: March 16, 2021

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$6,603,000.00
2. NET CHANGE BY CHANGE ORDERS	(\$40,102.24)
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$6,562,897.76
4. TOTAL COMPLETED & STORED TO DATE (Column L on G703)	\$5,292,472.34
5. RETAINAGE:	
a. 5 % of Completed Work (Column J on G703)	\$248,141.96
b. 5 % of Stored Material (Column K on G703)	\$16,481.66
Total Retainage (Lines 5a + 5b or Total in Column N of G703)	\$264,623.62
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)	\$5,027,848.73
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$4,460,036.75
8. CURRENT PAYMENT DUE	\$567,811.98
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$1,535,049.03

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

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

CONTRACTOR: Langman Construction, Inc.

By: Brian Gaul Date: January 25, 2022

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED \$ \$567,811.98

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

ARCHITECT:

By: Joseph Frankl Date: 1/28/2022

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

CONTINUATION SHEET

AIA DOCUMENT G703

Page 2 of 7 Pages

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

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

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

APPLICATION NO: 10

APPLICATION DATE: 1/25/2022

PERIOD TO: 1/25/2022

ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C ITEM QUANTITY	D UNITS	E UNIT PRICE	F TOTAL VALUE OF ITEM	G PREVIOUS QUANTITIES	H ESTIMATED QUANTITY INSTALLED THIS PERIOD	I QUANTITIES TO DATE	J VALUE OF WORK THIS PERIOD	K VALUE OF WORK INSTALLED TO DATE	L MATERIALS PRESENTLY STORED (NOT IN H)	M TOTAL COMPLETED AND STORED TO DATE (H+I)	N % (L ÷ F)	O BALANCE TO FINISH (F - L)	P RETAINAGE (IF VARIABLE RATE)
1	Mobilization	1.00	LS	\$849,000.00	\$849,000.00	1.00		1.00		\$849,000.00		\$849,000.00	100.00%		\$42,450.00
2	Construction Survey	1.00	LS	\$20,000.00	\$20,000.00	0.66	0.13	0.79	\$2,600.00	\$15,800.00		\$15,800.00	79.00%	\$4,200.00	\$790.00
3	Clearing and Grubbing	1.00	LS	\$100,000.00	\$100,000.00	1.00		1.00		\$100,000.00		\$100,000.00	100.00%		\$5,000.00
4	Topoil, Onsite	34046.00	CY	\$2.00	\$68,092.00	11235.18	9192.42	20427.60	\$18,384.84	\$40,855.20		\$40,855.20	60.00%	\$27,236.80	\$2,042.76
5	Subgrade Preparation	4520.00	SY	\$1.35	\$6,102.00								0.00%	\$6,102.00	\$0.00
6	Subbase, Modified, 6"	3010.00	TON	\$25.50	\$76,755.00	1739.54		1739.54		\$44,358.27		\$44,358.27	57.79%	\$32,396.73	\$2,217.91
7	Removal of Known Box Culvert, 4x5RCB	30.00	LF	\$65.00	\$1,950.00	30.00		30.00		\$1,950.00		\$1,950.00	100.00%		\$97.50
8	Removal of Known CMP Culvert, 24"	56.00	LF	\$10.00	\$560.00	56.00		56.00		\$560.00		\$560.00	100.00%		\$28.00
9	Rock Removal	500.00	CY	\$0.01	\$5.00								0.00%	\$5.00	\$0.00
10	Trench Foundation	1000.00	TON	\$21.00	\$21,000.00	24.48		24.48		\$514.08		\$514.08	2.45%	\$20,485.92	\$25.70
11	Concrete Encasement	100.00	LF	\$400.00	\$40,000.00	75.00		75.00		\$30,000.00		\$30,000.00	75.00%	\$10,000.00	\$1,500.00
12	Construction Testing	1.00	LS	\$3,000.00	\$3,000.00	0.56	0.23	0.79	\$690.00	\$2,370.00		\$2,370.00	79.00%	\$630.00	\$118.50
13	Gravity Outfall Sewer, Trenched,PVC, 30" Diameter	30.00	LF	\$263.00	\$7,890.00					\$1,914.60		\$1,914.60	24.27%	\$5,975.40	\$95.73
14	Gravity Outfall Sewer, Trenched,PVC, 42" Diameter	2942.00	LF	\$271.00	\$797,282.00		1890.10	1890.10	\$512,217.10	\$512,217.10	\$132,486.81	\$644,703.91	80.86%	\$152,578.10	\$32,235.20
15	Gravity Trunk Sewer, Trenched, PVC,36" Diameter, Normal Bury	1969.00	LF	\$238.00	\$468,622.00		685.00	685.00	\$163,030.00	\$163,030.00	\$118,551.72	\$281,581.72	60.09%	\$187,040.28	\$14,079.09
16	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Structure1259-Struc	766.00	LF	\$330.00	\$252,780.00			0.00			\$70,724.78	\$70,724.78	27.98%	\$182,055.22	\$3,536.24
17	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Station 20+50-Struc	379.00	LF	\$295.00	\$111,805.00		314.50	314.50	\$92,777.50	\$92,777.50	\$5,955.29	\$98,732.79	88.31%	\$13,072.22	\$4,936.64
18	Gravity Trunk Sewer, Trenched, PVC,42" Diameter, Normal Bury	5963.00	LF	\$271.00	\$1,615,973.00	5963.00		5963.00	\$1,615,973.00	\$1,615,973.00	\$0.00	\$1,615,973.00	100.00%		\$80,798.65
19	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1273-1275	644.00	LF	\$383.00	\$246,652.00	644.00		644.00		\$246,652.00	\$0.00	\$246,652.00	100.00%		\$12,332.60
20	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1283-1285	977.00	LF	\$304.00	\$297,008.00	977.00		977.00		\$297,008.00	\$0.00	\$297,008.00	100.00%		\$14,850.40
21	Gravity Outfall Sewer, Trenched, DIP, 42" Diameter	76.00	LF	\$600.00	\$45,600.00								0.00%	\$45,600.00	\$0.00
22	Gravity Trunk Sewer, Trenched, DIP, 36" Diameter	143.00	LF	\$530.00	\$75,790.00	140.00	3.00	143.00	\$1,590.00	\$75,790.00		\$75,790.00	100.00%		\$3,789.50
23	Gravity Trunk Sewer, Trenched, DIP, 42" Diameter	101.00	LF	\$600.00	\$60,600.00	101.00		101.00		\$60,600.00		\$60,600.00	100.00%		\$3,030.00
24	Irrigation Force Main, Trenched, Unrestrained PVC, 6"	10423.00	LF	\$20.00	\$208,460.00	7704.02		7704.02		\$154,080.49		\$154,080.49	73.91%	\$54,379.51	\$7,704.02
25	Irrigation Force Main, Trenched, Restrained PVC, 6"	392.00	LF	\$45.00	\$17,640.00								0.00%	\$17,640.00	\$0.00
26	Irrigation Force Main, Trenched, Restrained PVC, 4"	284.00	LF	\$40.00	\$11,360.00								0.00%	\$11,360.00	\$0.00
27	Irrigation Force Main, Trenched, Restrained DIP, 6"	107.00	LF	\$100.00	\$10,700.00	107.00		107.00		\$10,700.00		\$10,700.00	100.00%		\$535.00
28	Storm Sewer, Trenched, RCP, 30"	83.00	LF	\$135.00	\$11,205.00								0.00%	\$11,205.00	\$0.00
29	Storm Sewer, Trenched, RCP, 36"	39.00	LF	\$170.00	\$6,630.00								0.00%	\$6,630.00	\$0.00
30	Storm Sewer, Trenched, RCAP, 42" (53" X 32") ARCH	20.00	LF	\$245.00	\$4,900.00								0.00%	\$4,900.00	\$0.00
31	Pipe Culvert, Trenched, RCAP, 72" (88" X 54") ARCH	29.00	LF	\$510.00	\$14,790.00	29.00		29.00		\$14,790.00		\$14,790.00	100.00%		\$739.50
32	Pipe Culvert, Trenched, RCP, 24"	50.00	LF	\$120.00	\$6,000.00	50.00		50.00		\$6,000.00		\$6,000.00	100.00%		\$300.00
33	RCP Apron, Type II, 24"	2.00	EA	\$900.00	\$1,800.00	2.00		2.00		\$1,800.00		\$1,800.00	100.00%		\$90.00
34	RCP Apron, Type II, 36"	2.00	EA	\$1,300.00	\$2,600.00								0.00%	\$2,600.00	\$0.00
35	RCAP Apron, 4030.223 , 42" ARCH	2.00	EA	\$2,000.00	\$4,000.00								0.00%	\$4,000.00	\$0.00
36	RCAP Apron, Iowa DOT DR-202, 72" ARCH	2.00	EA	\$3,800.00	\$7,600.00	2.00		2.00		\$7,600.00		\$7,600.00	100.00%		\$380.00
37	RCP Apron Footing, 36"	2.00	EA	\$500.00	\$1,000.00								0.00%	\$1,000.00	\$0.00
38	RCAP Apron Footing, 42"	2.00	EA	\$2,000.00	\$4,000.00								0.00%	\$4,000.00	\$0.00
39	6" 11.25" DI MJ Bend	18.00	EA	\$375.00	\$6,750.00	9.00		9.00		\$3,375.00		\$3,375.00	50.00%	\$3,375.00	\$168.75
40	6" 22.5" DI MJ Bend	9.00	EA	\$370.00	\$3,330.00	6.00		6.00		\$2,220.00		\$2,220.00	66.67%	\$1,110.00	\$111.00
41	6" 45" DI MJ Bend	12.00	EA	\$382.00	\$4,584.00	7.00		7.00		\$2,674.00		\$2,674.00	58.33%	\$1,910.00	\$133.70
42	6"x4" DI MJ TEE	1.00	EA	\$500.00	\$500.00								0.00%	\$500.00	\$0.00
43	6" DI MJ Sleeve, Connect to Existing Force Main	1.00	EA	\$1,000.00	\$1,000.00	1.00		1.00		\$1,000.00		\$1,000.00	100.00%		\$50.00
44	4" DI MJ Sleeve, Connect to Existing Force Main	1.00	EA	\$900.00	\$900.00								0.00%	\$900.00	\$0.00
45	6" DI MJ CAP	1.00	EA	\$375.00	\$375.00								0.00%	\$375.00	\$0.00
46	Tracer System	1.00	LS	\$4,000.00	\$4,000.00	0.50		0.50		\$2,000.00		\$2,000.00	50.00%	\$2,000.00	\$100.00
47	6" Gate Valve with Valve Box	1.00	EA	\$850.00	\$850.00								0.00%	\$850.00	\$0.00
48	4" Gate Valve with Valve Box	1.00	EA	\$710.00	\$710.00								0.00%	\$710.00	\$0.00
49	Connection to Existing Manhole	1.00	EA	\$7,000.00	\$7,000.00	1.00		1.00		\$7,000.00		\$7,000.00	100.00%		\$350.00
50	Sanitary Manhole, SW-301, 60"Diameter	8.00	EA	\$12,700.00	\$101,600.00		3.00	3.00	\$38,100.00	\$38,100.00		\$38,100.00	37.50%	\$63,500.00	\$1,905.00
51	Sanitary Manhole, SW-301, 72"Diameter	27.00	EA	\$16,600.00	\$448,200.00	17.00	5.00	22.00	\$83,000.00	\$365,200.00		\$365,200.00	81.48%	\$83,000.00	\$18,260.00
52	Sanitary Manhole, SW-301, >25'Deep, 72" Diameter	2.00	EA	\$28,500.00	\$57,000.00	2.00		2.00		\$57,000.00		\$57,000.00	100.00%		\$2,850.00

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO:
10
APPLICATION DATE:
1/25/2022
PERIOD TO:
1/25/2022
ARCHITECT'S PROJECT NO:

A ITEM NO.	B DESCRIPTION OF WORK	C ITEM QUANTITY	D UNITS	E UNIT PRICE	F TOTAL VALUE OF ITEM	G PREVIOUS QUANTITIES	H ESTIMATED QUANTITY INSTALLED THIS PERIOD	I QUANTITIES TO DATE	J VALUE OF WORK THIS PERIOD	K VALUE OF WORK INSTALLED TO DATE	L MATERIALS PRESENTLY STORED (NOT IN H)	M TOTAL COMPLETED AND STORED TO DATE (H+I)	N % (L ÷ F)	O BALANCE TO FINISH (F - L)	P RETAINAGE (IF VARIABLE RATE)
53	Sanitary Manhole, SW-302, 7' X 7'	1.00	EA	\$27,700.00	\$27,700.00								0.00%	\$27,700.00	\$0.00
54	Sanitary Manhole, SW-303, 84" Diameter	1.00	EA	\$35,200.00	\$35,200.00								0.00%	\$35,200.00	\$0.00
55	Storm Manhole, SW-401, 84" Diameter	1.00	EA	\$10,600.00	\$10,600.00								0.00%	\$10,600.00	\$0.00
56	Outfall Headwall	1.00	EA	\$30,000.00	\$30,000.00	0.50	0.40	0.90	\$12,000.00	\$27,000.00		\$27,000.00	90.00%	\$3,000.00	\$1,350.00
57	Class A Road Sufacing, 3"	842.00	TON	\$30.00	\$25,260.00	763.64		763.64		\$22,909.20		\$22,909.20	90.69%	\$2,350.80	\$1,145.46
58	Traffic Control	1.00	LS	\$4,500.00	\$4,500.00	0.56		0.56		\$2,520.00		\$2,520.00	56.00%	\$1,980.00	\$126.00
59	Hydraulic Seeding, Fertilizing, andBFM Mulching, Type 2 Mix	4.10	ACRE	\$3,200.00	\$13,120.00								0.00%	\$13,120.00	\$0.00
60	Hydraulic Seeding, Fertilizing, andBFM Mulching, Type 5 Mix	7.80	ACRE	\$2,650.00	\$20,670.00	0.77		0.77		\$2,040.50		\$2,040.50	9.87%	\$18,629.50	\$102.03
61	Hydraulic Seeding, Fertilizing, andBFM Mulching, Native Mix	14.70	ACRE	\$3,750.00	\$55,125.00								0.00%	\$55,125.00	\$0.00
62	Hydraulic Seeding, Fertilizing, andBFM Mulching, Wetland Mix	3.40	ACRE	\$4,000.00	\$13,600.00								0.00%	\$13,600.00	\$0.00
63	Plants, Trees	0.05	ACRE	\$40,000.00	\$2,000.00								0.00%	\$2,000.00	\$0.00
64	SWPPP Preparation	1.00	LS	\$1,905.99	\$1,905.99	1.00		1.00		\$1,905.99		\$1,905.99	100.00%		\$95.30
65	SWPPP Management	1.00	LS	\$4,500.00	\$4,500.00	0.56	0.10	0.66	\$450.00	\$2,970.00		\$2,970.00	66.00%	\$1,530.00	\$148.50
66	Filter Sock, Installation, Maintenance, and Removal	7000.00	LF	\$1.50	\$10,500.00	524.00		524.00		\$786.00		\$786.00	7.49%	\$9,714.00	\$39.30
67	Temporary RECP, Type 2.C	930.00	SY	\$1.30	\$1,209.00								0.00%	\$1,209.00	\$0.00
68	Rip-Rap, Class E, Stream Crossings	368.00	TON	\$60.00	\$22,080.00								0.00%	\$22,080.00	\$0.00
69	Rip-Rap, Class D, Stream BankStabilization	275.00	TON	\$60.00	\$16,500.00								0.00%	\$16,500.00	\$0.00
70	Rip-Rap, Class D, Outfall	84.00	TON	\$60.00	\$5,040.00								0.00%	\$5,040.00	\$0.00
71	Rip-Rap, Class A, Storm Sewer	184.00	TON	\$60.00	\$11,040.00								0.00%	\$11,040.00	\$0.00
72	Silt Fence, Installation, Maintenance, and Removal	7000.00	LF	\$1.50	\$10,500.00	2340.00		2340.00		\$3,510.00		\$3,510.00	33.43%	\$6,990.00	\$175.50
73	Stabilized Construction Entrances	1.00	LS	\$1,500.00	\$1,500.00	0.71		0.71		\$1,065.00		\$1,065.00	71.00%	\$435.00	\$53.25
74	Dust Control, Water	12.50	MGAL	\$100.00	\$1,250.00	5.10		5.10		\$510.00		\$510.00	40.80%	\$740.00	\$25.50
75	Dust Control, Calcium Chloride	37.50	TON	\$500.00	\$18,750.00	15.30		15.30		\$7,650.00		\$7,650.00	40.80%	\$11,100.00	\$382.50
76	Removal and Replacement of FieldFence	360.00	LF	\$15.00	\$5,400.00								0.00%	\$5,400.00	\$0.00
77	Concrete Washout	1.00	LS	\$100.00	\$100.00								0.00%	\$100.00	\$0.00
78	Air Release Valve Station	4.00	EA	\$16,000.00	\$64,000.00	3.00		3.00		\$48,000.00		\$48,000.00	75.00%	\$16,000.00	\$2,400.00
79	Dewatering	1.00	LS	\$0.01	\$0.01								0.00%	\$0.01	\$0.00
80	Creek Crossing	3.00	EA	\$25,000.00	\$75,000.00	2.00		2.00		\$50,000.00		\$50,000.00	66.67%	\$25,000.00	\$2,500.00
81	CO														
82	8" Manhole Vent Change	7.00	EA	(\$2,776.00)	(\$19,432.00)	5.00	1.00	6.00	(\$2,776.00)	(\$16,656.00)		(\$16,656.00)	85.71%	(\$2,776.00)	(\$832.80)
83	12" Manhole Vent Change	1.00	EA	(\$4,552.02)	(\$4,552.02)								0.00%	(\$4,552.02)	\$0.00
84	Air Release Vent Change	4.00	EA	(\$2,287.10)	(\$9,148.40)	3.00		3.00		(\$6,861.30)		(\$6,861.30)	75.00%	(\$2,287.10)	(\$343.07)
85	Conshield Deduct	8.00	EA	(\$1,876.22)	(\$15,009.75)		4.00	4.00	(\$7,504.88)	(\$7,504.88)		(\$7,504.88)	50.00%	(\$7,504.88)	(\$375.24)
86	RFP-001 Additional Storm Sewer	1.00	LS	\$8,039.93	\$8,039.93								0.00%	\$8,039.93	\$0.00
87															\$0.00
84															\$0.00
85															\$0.00
86															\$0.00
	GRAND TOTALS				\$6,562,897.76				\$914,558.57	\$4,962,839.15	\$329,633.19	\$5,292,472.34	80.64%	\$1,270,425.42	\$264,623.62

Stored Material Summary

For (Contract): WRRF Influent Trunk Sewer & Outfall Sewer								Application Number: 10			
Application Period: 12/22/2021 to 1/25/2022								Application Date 1/25/2022			
A		B			C		D	Subtotal Amount	E		F
Bid Item No.	Supplier Invoice No.	Storage Location	Description of Materials Stored	Footage	Stored Previously		Amount Stored this Month (\$)	Completed and Stored to Date (C + D)	Incorporated in Work		Materials Remaining in Storage (\$) (D + E - F)
					Date Placed	Amount (\$)			Date (Month/Year)	Amount (\$)	
	N828587		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44	1/2022	\$15,511.44	\$0.00
	O011875		30 INCH SEWER PIPE	30	4/2021	\$1,914.60		\$1,914.60			\$1,914.60
	O011875		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44	1/2022	\$15,511.44	\$0.00
	O011885		36 INCH SEWER PIPE	140	4/2021	\$12,926.20		\$12,926.20	1/2022	\$12,926.20	\$0.00
	O011891		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44	1/2022	\$15,511.44	\$0.00
	O011899		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44	1/2022	\$15,511.44	\$0.00
	O011905		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44	1/2022	\$3,831.70	\$11,679.75
	O011913		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011920		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011933		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011948		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011975		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011979		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O011996		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034628		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	4/2021	\$21,159.60	\$0.00
	O034637		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	4/2021	\$21,159.60	\$0.00
	O034648		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034665		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034682		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034682		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034741		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034763		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	5/2021	\$21,159.60	\$0.00
	O034763		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O034892		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O034960		42 INCH SEWER PIPE	28	4/2021	\$3,526.60		\$3,526.60	6/2021	\$3,526.60	\$0.00
	O034960		36 INCH SEWER PIPE	140	4/2021	\$12,926.20		\$12,926.20			\$12,926.20
	O035146		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O035159		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	6/2021	\$21,159.60	\$0.00
	O035167		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O035182		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O046882		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	7/2021	\$21,159.60	\$0.00
	O046882		36 INCH SEWER PIPE	168	4/2021	\$15,511.44		\$15,511.44			\$15,511.44
	O055532		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O055738		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O075827		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O076055		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O076062		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O084813		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O084828		42 INCH SEWER PIPE	168	4/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O094678		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	8/2021	\$21,159.60	\$0.00
	O094691		42 INCH SEWER PIPE	168	5/2021	\$21,159.60		\$21,159.60	9/2021	\$21,159.60	\$0.00

23

Sanitary Sewer						8827.59
Structure	Point Number	Northing	Easting	Elevation	Description	Distance
	1287	24	513721.20	1613707.27	809.36 Existing STR Center Flat-top	
	1286	23	513642.90	1613787.21	808.66 Rim Not finished Grade	111.89
	1285	25	513282.35	1613784.24	806.42 Rim Not finished Grade	360.57
	1284	28	512787.21	1613786.05	819.28 Rim Not finished Grade	495.14
	1283	29	512303.33	1613787.39	804.41 Rim Not finished Grade	483.88
	1282	74	512212.00	1613834.22	806.75 Rim Not finished Grade	102.64
	1281	75	512024.18	1614280.38	808.26 Rim Not finished Grade	484.08
	1280	76	511577.46	1614497.94	808.46 Rim Not finished Grade	496.89
	1279	77	511292.36	1614902.86	807.74 Rim Not finished Grade	495.22
	1278	78	510797.20	1615012.95	811.55 Rim Not finished Grade	507.25
	1277	79	510553.81	1615381.40	813.68 Rim Not finished Grade	441.58
	1276	80	510191.15	1615569.62	814.19 Rim Not finished Grade	408.59
	1275	81	509698.73	1615631.73	821.67 Rim Not finished Grade	496.32
	1274	90	509392.98	1615708.67	833.65 Rim Not finished Grade	315.28
	1273	89	509176.17	1615955.81	813.28 Rim Not finished Grade	328.76
	1272	88	509014.80	1615954.06	812.84 Rim Not finished Grade	161.39
	1271	87	508518.61	1615950.21	814.91 Rim Not finished Grade	496.20
	1270	86	508020.07	1615949.15	817.27 Rim Not finished Grade	498.55
	1269	85	507520.26	1615955.19	816.72 Rim Not finished Grade	499.84
	1268	84	507021.74	1616010.02	816.99 Rim Not finished Grade	501.53
	1267					142.50
	1266					348.40
	1265					336.60
	1264					314.50
	1263					
	1262					
	1261					
	1260					
	1259					
	1258					
	1257					
	1256					

4

Outfall Sewer						1890.10
Structure	Point Number	Northing	Easting	Elevation	Description	Distance
Headwall	1299					140.10
	1298					500.00
	1297					500.00
	1296					500.00
						250.00

Point	Description		Northing	Easting	Distance
16	valve		513748.66	1613746.45	
17	Bend		513746.64	1613747.00	2.10
19	Bend		513650.67	1613762.81	97.26
21	Bend		513648.49	1613763.15	2.21
22	Bend		513625.48	1613795.09	39.36
30	22.5 bend		512282.47	1613794.21	1343.01
		11.25	512266.44	1613802.40	18.00
31		11.25	512232.63	1613819.66	37.97
32		11.25	512216.80	1613827.72	17.76
34	45 sw 1282		512207.51	1613830.72	9.77
35		22.5	512033.16	1614252.58	456.47
42	22.5 1281. #2		512015.07	1614271.60	26.25
41	22.5 1280		511574.79	1614485.17	489.34
71	22.5 at 1279		511288.39	1614896.59	501.29
70	45 at 1278		510789.41	1615008.17	511.30
72	22.5 at 1277		510539.74	1615383.67	450.93
73	22.5 at 1276		510187.90	1615565.33	395.97
84	11.25 at 1275		509697.35	1615624.73	494.14
85	22.5 at 1274		509392.59	1615702.21	314.45
86	11.25 at 1274		509390.65	1615703.68	2.44
87	45 at 1273		509170.55	1615945.95	327.32
88	11.25 at 1269		507518.49	1615947.14	1652.06
89	45 at 1268		507035.70	1616007.32	486.53
90	11.25 at 1268		507021.22	1616021.04	19.95
91	11.25 at creek crossing north		507004.08	1616049.43	33.16



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: February 7, 2022
Subject: Second consideration of an ordinance amending the city code of the City of Indianola, Iowa regarding the requirement of sanitary disposal.

Introduction: This is the second reading of the proposed ordinance change.

Background: Recently, as City code enforcement staff worked on a case regarding trash being left outside of a rental dwelling, it was realized that a landlord was not providing trash collection services as required by Section 105.03 of the Code of Ordinances of Indianola, Iowa.

Discussion: That code section, as currently written, notes that trash accumulation on property does not become a nuisance unless it is present for a period of more than 30 days.

Staff is requesting this section be amended to remove the requirement of days. If amended, staff will be able to use its discretion on a case by case basis to determine a reasonable amount of time for property owners to abate a nuisance, as allowed in Section 50.06 of the Code of Ordinances of Indianola, Iowa.

Budget Impact:

Recommendation: Staff recommends approval of the amendment.

Roll call is in order.

Attachments: 1. Chapter 105 Amendment

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF
INDIANOLA, IOWA REGARDING THE REQUIREMENT OF SANITARY
DISPOSAL**

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

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

105.03 SANITARY DISPOSAL REQUIRED.

It is the duty of each owner to provide for the sanitary disposal of all refuse accumulating on the owner's premises before it becomes a nuisance. Any such accumulation outside of a waste storage container ~~remaining on any premises for a period of more than 30 days~~ shall be deemed a nuisance and the City may proceed to abate such nuisances in accordance with the provisions of Chapter 50 or by initiating proper action in district court.

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 _____, 2022, and approved
this _____ day of _____, 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

The foregoing Ordinance No. _____ was adopted by the Council for the City of
Indianola, Iowa, on _____, 2022, and was published on _____, 2022.

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Third consideration of an ordinance approving the vacation of a 20' and 42' storm sewer easement at 1010 North Jefferson Way.

Recommendation: At its meeting on December 14, 2021, the Planning and Zoning Commission recommended this vacation be approved.
Roll call is in order.

Attachments: 1. Ordinance

ORDINANCE NO. 2022-_____

**AN ORDINANCE VACATING A 20' AND 42' STORM
SEWER EASEMENT AT 1010 N JEFFERSON WAY**

WHEREAS, on the 3rd day of January 2022, pursuant to published notice as required by law, the City Council has held a public hearing on a proposal to vacate two storm sewer easements legally described as follows:

West Easement:

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.

East Easement:

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

WHEREAS, the City Council of the City of Indianola, Iowa, has determined that it is in the best interests of the City to vacate said storm sewer easements.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Indianola, Iowa, as follows:

Section 1. The City of Indianola, Iowa, hereby vacates the following described storm sewer easements:

West Easement:

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.

East Easement:

The west 20 feet of Outlot Z, Peoples Bank Plat 1, 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 _____ 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Brian Sher, Police Captain

Date: February 7, 2022

Subject: Resolution approving an agreement with Visual Labs for body worn cameras.

Introduction: Law enforcement agencies across the country and worldwide are using body-worn cameras as a promising tool to improve law enforcement interactions with the public. The presence of body-worn cameras helps strengthen accountability and transparency and can assist in de-escalating conflicts.

Background: In July of 2021, I met with Iowa Department of Natural Resources (DNR) Game Warden Sgt. Craig Cutts. The DNR had conducted a three-year comprehensive study on body-worn cameras that Sgt. Cutts and I had been discussing for several months. I received a copy of the study and used it, in part, to choose which body-worn cameras the Indianola Police Department would like to pursue for field testing.

At our initial supervisors meeting July 28, 2021, the purchase and implementation of body-worn cameras was identified as a priority for the department. Officer and citizen safety, transparency, and public confidence in the police department were all reasons given to make this a top priority.

During the summer and fall of 2021 body-worn cameras from Visual Labs and Axon were field tested. Field tests were conducted using different scenarios and lighting situations. In November of 2021, officers that were involved in the field testing of the body-worn cameras gave police administration feedback on the cameras used.

The Lieutenant and Interim Chief, using all the information gathered, came up with a recommendation on which body-worn cameras to purchase. The recommendation to use Visual Labs was presented to the Mayor and City Council on January 18, 2022.

The agreement is for one year in order to assess and evaluate the equipment.

Discussion: Legal counsel has reviewed the contract with Visual Labs.

Budget Impact: The budget impact is as follows:

Initial one-time fees	
Training Access	\$1,000
Mounting Options	\$1,760
Bluetooth Switch	\$660

Total	\$3420
--------------	---------------

Visual Labs year-one application fee is \$13,992 (in addition to the initial one-time fees) and is payable by March 31, 2022.

Monthly Operational Costs		Totals
Verizon Phone Service Plus Added Security	24 phones	\$1130.76
Hotspot Enabling	\$10 x4	\$40.00
Total		\$1,170.76

Recommendation: Roll call is in order.

Attachments:

1. Res 2022- approving agreement with Visual Labs
2. Visual Labs Agreement

City of Indianola
RESOLUTION NO 2022-

RESOLUTION APPROVING AN AGREEMENT WITH VISUAL LABS FOR BODY WORN CAMERAS

WHEREAS, law enforcement agencies worldwide are using body-worn cameras as a tool to improve law enforcement interactions with the public, strengthen accountability and transparency and de-escalate conflicts; and

WHEREAS, the Indianola Police Department conducted testing on body-worn cameras from multiple companies; and

WHEREAS, after a review of the proposals and field-test results, the Police Department is recommending a contract with Visual Labs.

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

1. The City Council approves the one-time set-up fees in an amount not to exceed \$3,420, one-year application fee of \$13,992 and monthly operational fees in an amount not to exceed \$1170.76 as stated in the attached contract with Visual Labs.
2. The Mayor or Interim City Manager is authorized and directed to execute any and all documents on behalf of the City.

Passed this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

Master Terms and Conditions

1. DEFINITION OF TERMS

The following terms have the following meanings:

- 1.1. **"Application"** means any of Visual Labs' proprietary smartphone software applications.
- 1.2. **"Authorized User"** means any employees, agents or representatives of Client that are authorized to use the Services by receiving usernames and passwords from Client (or from Visual Labs at Client's request), subject to any limitations or restrictions set forth in this Agreement.
- 1.3. **"Client Content"** means any information, data, text, pictures, video, audio, geographic locations, or any other content provided, recorded, uploaded or redacted by Client or its Authorized Users in connection with Client's and its Authorized Users' use of the Platform.
- 1.4. **"Confidential Information"** means all confidential or proprietary information disclosed by one Party to the other in connection with this Agreement, unless it is or later becomes publicly available through no fault of the other Party or it was or later is rightfully obtained by the other Party from independent sources free from any duty of confidentiality. Confidential Information shall include the terms and pricing in this Agreement, but not the fact that this Agreement has been signed, the identity of the Parties or the nature of the Services.
- 1.5. **"Documentation"** means Visual Labs' documentation relating to the Services and Platform, as may be provided by Visual Labs to Client, and as may be updated and amended from time to time.
- 1.6. **"Feedback"** means feedback, suggestions, improvements, and recommendations regarding the Services and Platform.
- 1.7. **"Hardware"** means any tangible item designed, manufactured, assembled, sold, or otherwise provided to Client by Visual Labs.
- 1.8. **"Platform"** means Visual Labs' Application, website platform, and technology infrastructure provided by Visual Labs supporting the Services that perform functions as described in the Documentation, including but not limited to, facilitating live-streaming, recording, playback, archiving and storage of Client Content, redaction of Client Content, and data analysis of such Client Content.
- 1.9. **"Proprietary Items"** means, collectively, the Services, Platform, and Documentation, the visual expressions, screen formats, interfaces, and other design features of the Services and Platform, all ideas, methods, algorithms, formulae and concepts used in developing and/or incorporated into the Services, Platform, or Documentation, all future modifications, revisions, updates, refinements, improvements and enhancements of the Services, Platform, or Documentation, all derivative works based upon any of the foregoing, and all copies of all of the foregoing.
- 1.10. **"Services"** means the services that Visual Labs provides through the Platform in accordance with the Documentation and this Agreement.
- 1.11. **"Subscription Term"** means the duration of Client's right to receive, access, and use the Services and Platform.

2. SUBSCRIPTION RIGHTS AND OBLIGATIONS

- 2.1. **Subscription Rights.** Subject to the terms and conditions of this Agreement, during the Subscription Term, Visual Labs grants to Client and its Authorized Users a non-exclusive, non-transferable license to (i) install the Application on up to the maximum number of devices owned or controlled by Client as set forth on Schedule A and (ii) use and access the Platform as required to use the Services solely in accordance with the Documentation for Client's internal business purposes in connection with Client's safety and security operations.
- 2.2. **Visual Labs Obligations.** Visual Labs shall host, operate, maintain, and support the Services and Platform. Visual Labs shall provide to Client standard support for the Services and Platform at no additional charge. From time to time in accordance with Visual Labs' generally applicable procedures, Visual Labs may at its discretion make available and implement upgrades, enhancements, and error corrections to the Platform.
- 2.3. **Username and Passwords.** Visual Labs will provide each Authorized User a unique username and password to enable such Authorized User to access the Platform and Services pursuant to this Agreement. Each username and password may only be used to access the Services and Platform during one (1) concurrent login session. Client will ensure that each username and password issued to an Authorized User will be used only by that Authorized User. Client is responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords, and is solely responsible for all activities that occur under these usernames. Client agrees: (a) not to allow a third party to use Client's accounts, usernames or passwords at any time; and (b) to notify Visual Labs promptly of any actual or suspected unauthorized use of its account, usernames or passwords, or any other breach or suspected breach of this Agreement. Visual Labs reserves the right to terminate any accounts, usernames, or passwords that

Visual Labs reasonably determines may have been used by an unauthorized third party. Authorized User accounts and their associated usernames and passwords cannot be shared or used by more than one individual Authorized User, but may be reassigned from time to time to a new Authorized User who is replacing a former Authorized User who has terminated employment or otherwise changed job status or function and no longer uses the Services and Platform. Client is solely responsible for all access to and use of the Services and Platform by its Authorized Users and all access to and use of the Services and Platform through any Authorized User's account.

2.4. Client Responsibilities. Client shall (a) be responsible for Authorized Users' acts and omissions, (b) be responsible for providing, establishing, and maintaining internet connection, mobile device service, and any other necessary equipment, infrastructure, and services required to use the Services and Platform, (c) prevent unauthorized access to or use of the Services or Platform, and notify Visual Labs promptly of any such unauthorized access or use, (d) use, train Authorized Users to use, and ensure that Authorized Users use, the Services and Platform only in accordance with this Agreement, the Documentation and in compliance with all applicable laws and regulations, (e) reasonably cooperate with Visual Labs as necessary for Visual Labs to perform its obligations under this Agreement, and (f) be responsible for all Client Content and any use of Client Content by Client, Authorized Users, and any other party. Client agrees to comply with all relevant applicable laws, rules and regulations. Client represents and warrants that it has the right, and has obtained all necessary consents and authorizations, including any consents and authorizations required under any privacy or data security laws or regulations, to provide and disclose information to Visual Labs in connection with this Agreement.

2.5. Restrictions. Client shall not, and shall not permit any Authorized User to, (a) make the Services or Platform available to any third party other than Authorized Users, (b) resell, lease, distribute, transfer or otherwise make available the Services or Platform on a time-sharing or service bureau basis, (c) make Client Content available to any third party other than Authorized Users, Client employees, law enforcement, and government and regulatory officials who need to know such information for security, civil investigative, or judicial purposes, (d) use the Services or Platform to promote any unlicensed, unfair, or illegal activities or for deceptive or illegal purposes, (e) use the Services or Platform to store or transmit malicious code, (f) use or access the Services or Platform in any way that harms, potentially harms, or otherwise threatens the reputation, integrity, performance, or availability of Visual Labs, any Visual Labs client, the Services or Platform, (g) attempt to gain unauthorized access to the Services, Platform, other clients' content, or data stored or processed therein, (h) decompile, disassemble, or reverse engineer the Services or Platform, in whole or in part, (i) use the Services or Platform for any purposes other than the purpose specifically permitted in this Agreement, or (j) use or access the Services or Platform to create (or have created) a competing or similar service. Visual Labs may restrict or prohibit use or access to the Services and Platform or delete specific Client Content if Visual Labs suspects such use or access is in breach of this Agreement, does not comply with the Documentation, or is otherwise objectionable or threatens the reputation of Visual Labs, any Visual Labs client, the Services, or Platform.

3. CLIENT CONTENT AND PROPRIETARY ITEMS

3.1. Client Content.

- a) Client acknowledges that all Client Content is the sole responsibility of the Client. Client, and not Visual Labs, is entirely responsible for all Client Content that Client records, uploads, accesses, stores, streams, displays, redacts, or transmits through the Platform.
- b) Client acknowledges that Client Content that is more than six (6) months old, may be stored in an archival location and may only be available for access by Client upon two (2) business days' written notice to Visual Labs.
- c) Visual Labs reserves the right to take appropriate action against Client, if Client (in Visual Labs' sole judgment) violates this Agreement or violates the rights of, harms, threatens the safety of, or creates liability for, Visual Labs or any other person. Such actions may include removing Client Content, suspending Client's access to the Platform and Services, terminating Client's account, and/or reporting Client to law enforcement authorities. In order to cooperate with legitimate governmental requests, subpoenas or court orders, or to protect Visual Labs' business and customers, Visual Labs may access and disclose any information Visual Labs considers necessary or appropriate, including Client's usernames and passwords, IP address and traffic information, usage history, and Client Content, subject to all appropriate privacy laws. Client hereby provides its irrevocable consent to such disclosure.
- d) Client grants Visual Labs a fully paid, royalty-free, worldwide, non-exclusive and fully sublicensable right and license during the Subscription Term to use, reproduce, modify, adapt, perform, and display Client Content (in whole or in part) for the purposes of providing, maintaining, and supporting the Services and Platform in accordance with this Agreement.
- e) Client grants Visual Labs a fully paid, royalty-free, worldwide, non-exclusive and fully sublicensable, perpetual and irrevocable right and license to use, reproduce, modify, adapt, perform, create derivative works of and display operational data (e.g. how many hours the Application has been used, when the Application has been used, where the Application has been used) and disclose and share such operational data with third parties in an anonymous and aggregate form at its discretion.

3.2. Enhancements. Upon mutual written agreement of the parties, Visual Labs will provide enhancements to the Proprietary Items as may be requested by Client. Fees for any such enhancements will be determined by mutual agreement of the parties.

3.3. **Title and Ownership.** All right, title, and interest in and to the Client Content (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of Client. All right, title, and interest in and to the Proprietary Items (including all related patent, copyright, trademark, trade secret, intellectual property and other ownership rights) are and will remain the sole and exclusive property of Visual Labs and Visual Labs reserves all rights not expressly granted herein. Any derivative works, modifications, or enhancements relating to the Proprietary Items (whether created alone by either Party or jointly by or on behalf of both Parties) and any Feedback relating thereto will be solely and exclusively owned by Visual Labs. Client hereby assigns to Visual Labs any rights, title and interest, including all intellectual property rights, in any Feedback and acknowledges that Visual Labs will be free to use Feedback for any purposes in its sole discretion.

4. PAYMENTS

4.1. **Fees and Expenses.** In consideration for access and use of the Platform and Services, Client shall pay to Visual Labs, without offset or deduction, the fees set forth in Schedule A. Visual Labs reserves the right to increase the fees any time, but must provide notification of such increase at least sixty (60) days in advance. All fees shall be due and payable within fifteen (15) days after an invoice is issued by Visual Labs.

4.2. **Taxes.** The fees and other amounts payable by Client to Visual Labs do not include any taxes of any jurisdiction that may be assessed or imposed upon the Services, Platform, Documentation, or otherwise, including sales, use, excise, value added, personal property, export, import and withholding taxes, excluding only taxes based upon Visual Labs' net income. Client shall directly pay any such taxes assessed. Client shall promptly reimburse Visual Labs for any taxes payable or collectable by Visual Labs (other than taxes based upon Visual Labs' net income). If Client has provided Visual Labs with proof of its tax-exempt status, then, in the event that Client's tax-exempt status should become altered, Client shall be obligated to notify Visual Labs immediately of any such modification and Client shall become liable for all taxes as set forth above. In the event Client fails to notify Visual Labs of any such change, Client shall be liable for payment of any tax related penalties or interest assessed against Visual Labs or Client as a result of such Client failure.

4.3. **Payment Terms.** Visual Labs may accept and process payment (including renewals) from Client by either check, ACH credit, wire transfer, or other method as mutually agreed. Amounts owed to Visual Labs will be invoiced to Client's address for invoices as designated by Client or, if not designated, then the address printed on this Agreement. Any Client check rejected by Visual Labs' bank for any reason shall be subject to a \$25 fee. If any Client payment is more than fifteen (15) days past due, interest at the rate of twelve percent (12%) per annum (or, if lower, the maximum rate permitted by applicable law) shall accrue. Except as otherwise provided in this Agreement, all fees and other amounts paid by Client under this Agreement are non-refundable. All dollar amounts referred to in this Agreement are in United States Dollars.

4.4. **Suspension.** In the event that Client's account is more than fifteen (15) days overdue on any payment for any reason, Visual Labs shall have the right, in addition to its remedies under this Agreement or pursuant to applicable law, to suspend Client's use of the Services and Platform, without further notice to Client, until Client has paid the full balance owed, plus any fees and/or interest due.

5. WARRANTY DISCLAIMER AND LIMITATIONS

5.1. **Warranty.** Visual Labs warrants that (a) the Platform and Services will perform substantially as specified in the Documentation and (b) the implementation, support and training services will be performed in a professional manner consistent with applicable industry standards. Visual Labs' obligation with respect to any non-conformance with the foregoing warranty is for Visual Labs to use commercially reasonable efforts to correct the non-conformance. If Visual Labs is unable to correct the non-conformance despite its use of commercially reasonable efforts, then Visual Labs will notify Client and Client may terminate this Agreement and Visual Labs will refund to Client the subscription fees paid by Client to Visual Labs for the preceding thirty (30) day period or the implementation or other services fees paid by Client for the non-conforming services, as applicable. THE FOREGOING REMEDY IS CLIENT'S SOLE AND EXCLUSIVE REMEDY AND VISUAL LABS' SOLE LIABILITY FOR A BREACH OF THE WARRANTY SET FORTH IN THIS SECTION. THIS WARRANTY SHALL NOT APPLY IF THE NON-CONFORMANCE IS DUE TO DISRUPTION OR OUTAGE OF COMMUNICATIONS (INCLUDING THE INTERNET, MOBILE SERVICES, OR OTHER NETWORKED ENVIRONMENT), POWER, OR ANY OTHER UTILITIES, MALFUNCTION OF MOBILE DEVICES OR OTHER CLIENT EQUIPMENT, OR CLIENT'S OR ITS AUTHORIZED USERS' FAILURE TO USE THE PLATFORM OR SERVICES IN ACCORDANCE WITH THE AGREEMENT, DOCUMENTATION OR VISUAL LABS' INSTRUCTIONS.

5.2. **Hardware Disclaimer.** To the extent Client purchases, leases, or otherwise obtains any Hardware from Visual Labs, Client hereby acknowledges that it has purchased, leased, or otherwise obtained the Hardware in an "as is" condition and that Visual Labs has provided no warranties, express or implied. It is the sole responsibility of Client, and not Visual Labs, to verify that all Hardware is appropriate for its employees and agents and that the Hardware does not interfere with the duties of, or compromise the safety of, the persons using the Hardware. Use of Hardware by or near anyone other than an Authorized User is prohibited and may be unsafe and lead to injury and/or death.

5.3. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN SECTION 5.1, THE HARDWARE AND PROPRIETARY ITEMS AND ALL IMPLEMENTATION, SUPPORT, TRAINING AND OTHER SERVICES ARE PROVIDED "AS IS" AND VISUAL LABS MAKES NO REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT. Without limiting the generality of the foregoing, Visual Labs does not represent or warrant that: (a) the Services or Platform will

meet any expectations or specifications of Client; (b) the Services or Platform will protect Client, its employees, personnel, or invitees, or Client's premises from any specific threats or increase the security of Client's premises; (c) the operation of the Services and Platform will be uninterrupted or error-free; or (d) the Hardware is safe for use for any particular purpose. CLIENT ACKNOWLEDGES AND AGREES THAT CERTAIN FEATURES OF THE SERVICES AND PLATFORM MAY NOT WORK AND LOSS OF DATA MAY BE POSSIBLE UNDER CERTAIN CIRCUMSTANCES, INCLUDING BUT NOT LIMITED TO, FAILURE OF ELECTRONIC EQUIPMENT OR THE LOSS OF INTERNET, MOBILE SERVICE, OR WIRELESS CONNECTION.

6. LIMITATION OF LIABILITY

IN NO EVENT WILL VISUAL LABS BE LIABLE FOR ANY LOSS OF DATA, LOST PROFITS, LOST REVENUE, OR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES ARISING IN CONNECTION WITH THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES OR COSTS DUE TO REVENUE, GOODWILL, PRODUCTION OR USE, BUSINESS INTERRUPTION, PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR PERSONAL OR PROPERTY DAMAGE ARISING OUT OF OR IN CONNECTION WITH VISUAL LABS' PERFORMANCE HEREUNDER OR THE USE, MISUSE, OR INABILITY TO USE THE SERVICES, PLATFORM, DOCUMENTATION, OR HARDWARE, BASED ON ANY THEORY OF CONTRACT, TORT, STRICT LIABILITY, NEGLIGENCE, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Visual Labs' total aggregate liability under this Agreement shall under no circumstances exceed the greater of \$100 or the fees actually paid by Client to Visual Labs in the six (6) months preceding the event giving rise to the claim of liability. The existence of multiple claims shall not enlarge this limitation.

7. CONFIDENTIALITY

All Confidential Information of a Party ("**Disclosing Party**") in the possession of the other ("**Receiving Party**"), whether or not authorized, shall be held in strict confidence, and the Receiving Party shall take all steps reasonably necessary to preserve the confidentiality of the Confidential Information. The Disclosing Party's Confidential Information shall not be used or disclosed by the Receiving Party for any purpose except (a) as necessary to implement or perform this Agreement, or (b) as required by law, provided that the other Party is given a reasonable opportunity to obtain a protective order. The Receiving Party shall limit its use of and access to the Disclosing Party's Confidential Information to only those of its employees or representatives whose responsibilities require such use or access and who are bound by obligations of confidentiality at least as protective as those herein. The Receiving Party shall advise all such employees and representatives, before they receive access to or possession of any of the Disclosing Party's Confidential Information, of the confidential nature of the Confidential Information and require them to abide by the terms of this Section.

8. INDEMNIFICATION

8.1. **By Visual Labs.** Visual Labs shall defend at its own expense any action against Client brought by a third party to the extent that the action is based upon a claim that any use of, or access to, the Proprietary Items by Client as expressly authorized under this Agreement infringes or misappropriates, as applicable, any intellectual property rights of a third party, and Visual Labs will pay those costs and damages finally awarded against Client in any such action that are specifically attributable to such Claim or those costs and damages agreed to in a monetary settlement of such action; provided that Client gives Visual Labs (a) prompt written notice of such claim; (b) authority to control and direct the defense and/or settlement of such claim; and (c) such information and assistance as Visual Labs may reasonably request, at Visual Labs' expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Visual Labs shall have no obligation or liability to the extent that any alleged infringement or misappropriation arises from (1) Client Content or the combination, operation, or use of the Proprietary Items with products, services, deliverables, materials, technologies, business methods or processes not furnished by Visual Labs; (2) modifications which were not made by Visual Labs or modifications made as per Client's instructions; or (3) Client's breach of this Agreement or use of the Proprietary Items other than in accordance with this Agreement, the Documentation or Visual Labs' instructions (collectively, "**IP Exclusions**"). Upon the occurrence of any infringement-related claim for which indemnification is or may be due under this Section, or in the event that Visual Labs believes that such a claim is likely, Visual Labs may, at its option (i) modify or replace the Proprietary Item so that it becomes non-infringing; (ii) obtain a license to the applicable third-party intellectual property; or (iii) terminate this Agreement on written notice to Client and refund to Client any pre-paid fees for Services not provided. The obligations set forth in this Section shall constitute Visual Labs' entire liability and Client's sole remedy for the claims set forth in this section.

8.2. **By Client.** Client shall indemnify, hold harmless, and, at Visual Labs' option, defend Visual Labs from and against all costs and expenses (including reasonable attorneys' fees), damages, losses, and liabilities arising out of any (a) IP Exclusions, (b) Client Content or Client's or its Authorized Users' use thereof, (c) personal injury, death, theft, or property damage arising from Client's or its Authorized Users' use of, or access to, the Proprietary Items, (d) violations of law or breaches of this Agreement by Client or its Authorized Users, or (e) claims arising out of, related to, or concerning the Hardware. Visual Labs agrees to give Client: (i) prompt written notice of such claim; (ii) authority to control and direct the defense and/or settlement of such claim; and (iii) such information and assistance as Client may reasonably request, at Client's expense, in connection with such defense and/or settlement. Notwithstanding the foregoing, Client shall not settle any third-party claim, unless such settlement completely and forever releases Visual Labs with respect thereto or unless Visual Labs provides its prior written consent to such settlement. In any action for which Client provides defense on behalf of Visual Labs, Visual Labs may participate in such defense at its own expense by counsel of its choice.

9. TERMINATION

9.1. The initial Subscription Term shall begin on the Effective Date and shall terminate as set forth in Schedule A. Additional Subscription Terms, if any, shall be set forth in one or more revisions, amendments or supplements to Schedule A.

9.2. Either Party may terminate this Agreement immediately on giving notice in writing to the other Party if the other Party commits a material breach (including any non-payment of fees due) and, in the case of a material breach capable of being cured, failed to cure that breach within fifteen (15) days after the receipt of a request in writing to cure such breach.

9.3. Upon any termination or expiration of this Agreement, whether under this Section 9 or otherwise, (a) Client shall discontinue all access and use of all Proprietary Items, and promptly return to Visual Labs any Confidential Information then in Client's possession or control and (b) Client shall promptly uninstall the Application from any device owned or controlled by Client, and (c) Visual Labs, at its sole discretion, may block Client access to the Services and Platform and/or delete Client Content.

9.4. Client shall remain liable for all payments due to Visual Labs with respect to the period ending on the date of termination or expiration. For any termination other than a termination for good cause by Client in accordance with Section 9.2, the balance of all remaining subscription fees relating to the then current Subscription Term will be due and payable. The provisions of Sections 1, 2.4, 2.5, 3, 4.2, 4.3, 4.4, 5, 6, 7, 8, 9.3, 9.4, and 10 shall survive any termination or expiration of this Agreement.

10. OTHER PROVISIONS

10.1. **Insurance.** During the Subscription Term, Visual Labs will, at no cost to Client, maintain the following minimum insurance in full force and effect: (i) commercial general liability insurance, including contractual liability coverage and coverage for bodily injury, personal injury, and property damage in a combined single limit of not less than \$1,000,000 per occurrence and \$1,000,000 in the aggregate, (ii) workers' compensation insurance in compliance with all statutory regulations of the nation, state, territory, or province having jurisdiction over Visual Labs' employees performing services under the Agreement with limits of not less than \$1,000,000 (or such greater amount as may be required by applicable law), and (iii) technology errors and omissions insurance in an amount not less than \$1,000,000 in the annual aggregate.

10.2. **Notice.** All notices, consents and other communications under or regarding this Agreement shall be in writing and shall be deemed to have been received on the earlier of the date of actual receipt or the first business day after being sent by a reputable overnight delivery service. Either Party may change its address for notices by giving written notice of the new address to the other Party.

10.3. **Assignment.** Client may not, without Visual Labs' prior written consent, assign, delegate, pledge, or otherwise transfer this Agreement or any of its rights or obligations under this Agreement to any party, whether voluntarily or by operation of law. A sale of assets, merger or consolidation will be deemed an assignment for the purposes of this Agreement.

10.4. **Export Laws and Use Outside of the United States.** Client shall comply with the export related laws and regulations. Client represents and warrants that (i) Client is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Client is not listed on any U.S. Government list of prohibited or restricted parties. Client shall not export or re-export directly or indirectly (including via remote access) any Proprietary Items (or parts thereof) to any applicable jurisdiction or entity prohibited by law or to which a license is required without first obtaining a license from the applicable regulatory authority. Client will defend, indemnify and hold harmless Visual Labs from and against any violation of such laws or regulations by Client or any of its agents, officers, directors, or employees.

10.5. **Relationship.** The relationship between the Parties under this Agreement is that of independent contractors and not partners, joint venturers or agents.

10.6. **Other Limitations.** The warranties made by Visual Labs in this Agreement, and the obligations of Visual Labs under this Agreement, run only to Client and not to any Authorized User or other third party. Under no circumstances shall any Client affiliate, Client customer, contractor, personnel, invitee, or any other third party be considered a third-party beneficiary of this Agreement. No action or claim of any type relating to this Agreement may be brought or made by Client more than twelve (12) months after Client first has knowledge of the basis for the action or claim. The Client and Visual Labs have freely and openly negotiated this Agreement, including the pricing, with the knowledge that the liability is to be limited in accordance with the provisions of this Agreement.

10.7. **Entire Understanding.** This Agreement states the entire understanding between the Parties with respect to its subject matter, and supersedes all prior proposals, marketing materials, negotiations and other written or oral communications between the Parties with respect to the subject matter of this Agreement. Any terms in an order or written purchase authorization that add to, or conflict with or contradict, any provisions in the Agreement will have no legal effect.

10.8. **Modification and Waiver.** No modification of this Agreement, and no waiver of any breach of this Agreement, shall be effective unless in writing and signed by an authorized representative of both Parties. This Agreement may not be modified or amended without written agreement of the Parties. No waiver of any breach of this Agreement, and no course of dealing between the Parties, shall be construed as a waiver of any subsequent breach of this Agreement.

10.9. **Severability.** If any portion of any provision of this Agreement is held to be illegal, invalid or unenforceable, in whole or in part, (a) such unenforceable portion of the provision will be deemed severed from this Agreement, (b) the validity and enforceability of the remaining portion of the provision and the other provisions of this Agreement will not be affected or impaired, and (c) this Agreement will be amended in order to effect, to the maximum extent allowable by law, the original intent of such provision.

10.10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

10.11. **Governing Law and Venue.** This Agreement shall be construed and enforced in accordance with the laws of the State of California excluding choice of law; provided, however, that the terms of any applicable law now or hereafter enacted that is based on or similar to the uniform computer information transactions act drafted by the national conference of commissioners on uniform state laws shall not apply. Each Party irrevocably agrees that any legal action, suit or proceeding brought by it that in any way arises out of the Agreement must be litigated exclusively in state court in San Mateo County or Santa Clara County, California or in a federal court in the Northern District of California.

10.12. **Force Majeure.** Except with respect to Client's payment obligations, neither Party shall be liable for, nor shall either Party be considered in breach of this Agreement due to any failure to perform its obligations under this Agreement as a result of a cause beyond its control, including any act of God or a public enemy, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, epidemic, pandemic, quarantine or other like event, disruption or outage of communications (including the Internet or other networked environment), power or other utility, labor problem, unavailability of supplies or any other cause which could not have been prevented by the non-performing Party with reasonable care.

10.13. **Use of Name.** Client authorizes Visual Labs to use Client's name in marketing materials and any routine list of Visual Labs clients.

10.14. **Notices, Questions, Complaints, and Claims.** Please contact us for any notices, questions, complaints, or claims at: Visual Labs, Inc., Attention: Alexander Popof, 607 Menlo Avenue, Menlo Park, California 94025 USA; +1 818-919-9802; alp@visuallabsinc.com.

[END OF MASTER TERMS AND CONDITIONS]

Schedule A - Revised
January 20, 2022
Indianola, Iowa Police Department

The Indianola, Iowa Police Department and Visual Labs, Inc. executed a Subscription Agreement with an Effective Date of August 17, 2021 that included Schedule A (the "Agreement"). The Parties to the Agreement now wish to replace the original Schedule A in its entirety with this revised Schedule A, which shall become part of the Agreement. Except as may be modified by this revised Schedule A, all terms and conditions of the Agreement, and all rights and obligations of the Parties, shall remain unchanged.

The Evaluation Period is hereby extended through February 28, 2022. A new Subscription Term shall begin on March 1, 2022 and shall terminate on February 28, 2023. Thereafter, the Subscription Term shall automatically renew for additional one (1) year periods, unless one Party provides the other Party written notice of its intent to not renew the Subscription Term at least thirty (30) days prior to the start of the upcoming renewal period. Visual Labs agrees not to raise its base monthly subscription fee with respect to any automatic renewal period, but it may apply an inflation adjustment as set forth below.

During the new Subscription Term, the Services will be provided via the use of twenty-two (22) smartphones (the "Devices") which shall be owned and controlled by Client. The Devices will be deployed on Client employees or agents and will be used primarily as a body worn camera to record the audio and video of interactions between Client employees or agents and the general public. While the Visual Labs Application is engaged, each Device will also record, and in certain cases transmit, the approximate physical location (i.e., latitude and longitude) of the Device.

Each Device may be housed in, or used in conjunction with, certain Hardware, as defined herein, the cost of which shall be the responsibility of Client. It is the sole responsibility of Client, and not Visual Labs, to verify that each Device and Hardware component are appropriate for their employees and agents and that they do not interfere with the duties of, or compromise the safety of, the persons using each Device. If any Device is activated with a cellular carrier, the cost of such connectivity shall be the responsibility of Client. At the end of the Subscription Term, Client shall promptly uninstall the Application from each Device.

It is understood by Client that certain "real time" Services (e.g., live streaming) require a reasonably strong connection to the internet. It is further understood that certain areas in which the Devices will be deployed may not support the required connection to the internet for certain Services.

The default retention period for all Client footage shall be one-hundred eighty (180) days. Authorized Client personnel shall have the ability to change the retention period of any specific file to "indefinite" via the Visual Labs website. Unless the retention period has been changed, Visual Labs shall delete all Client footage as soon as practicable after the expiration of the retention period.

Fees

Implementation and Training Fee

Visual Labs will charge a one-time implementation and training fee of one thousand dollars (\$1,000) which includes remote training services. Such fee shall be due and payable by March 31, 2022.

Subscription Fee

During the new Subscription Term, Visual Labs will charge a base monthly subscription fee of fifty-three dollars (\$53) per Device, which includes access to integrated redaction software. If Devices are added during the Subscription Term, the subscription fee shall be increased on a pro rata basis. The subscription fee for the new Subscription Term shall be thirteen thousand nine hundred ninety-two dollars (\$13,992) which shall be due and payable by March 31, 2022.

Inflation Adjustment

With respect to any automatic renewal period, in addition to the base monthly subscription fee set forth above, Visual Labs may charge an inflation adjustment. The inflation adjustment shall be the greater of (i) three percent (3%) per annum or (ii) the percentage increase in the Unadjusted All Items Consumer Price Index for All Urban Consumers (CPI-U), using March 2022 as the base period.

Usage Fees

Based on twenty-two (22) Devices, the Services provided during the new Subscription Term shall include a monthly allowance of (i) one thousand two hundred (1,200) hours of video uploaded; (ii) one thousand two hundred (1,200) hours of audio recordings uploaded; (iii) eleven (11) hours of live streaming video; and (iv) three thousand (3,000) photos taken, including via the photo sequence function. If Devices are added during the Subscription Term, the above monthly allowances will be increased on a pro rata basis. Should Client exceed these limits during any month, the excess will be charged at a rate of five dollars (\$5) per additional hour of video or audio uploaded, twenty dollars (\$20) per additional hour of live streaming, and five cents (\$0.05) per additional photo. Client shall be able to retain up to twenty percent (20%) of its annual footage allowance with a retention greater than the default retention period. Storage above such allowance will be charged at the rates set forth in this paragraph.

Hardware Cost Reimbursement

Client shall reimburse Visual Labs for the cost of the following Hardware components, to the extent they are supplied by Visual Labs:

22 smartphone mounting solutions @ \$60 each (\$1,320)

22 Flic Bluetooth activation buttons @ \$30 each (\$660)

Maximum Website User Limit

Client shall be able to designate up to thirty (30) individuals to receive login credentials and use the Visual Labs website. The designated users of the system may be changed at Client's discretion, provided that no more than the authorized number of users are designated at any one time.

The Parties have caused their duly authorized representatives to execute this revised Schedule A.

Indianola, Iowa Police Department

Visual Labs, Inc., a Delaware corporation

By (Signature): _____

By (Signature): _____

Name (Printed): _____

Name (Printed): Alexander R. Popof

Title: _____

Title: Chief Executive Officer

Date: _____

Date: _____



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
Subject: Resolution approving certain amendments to City of Indianola Policies pertaining to Bravo appointments.

Introduction: The current policy only allows for Council members to serve on the Bravo Board.

Background: Council directed staff to amend the current policy at their January 18, 2022 meeting.

Discussion: Approval of the attached resolution will allow any Indianola resident to serve on the Board.

Budget Impact: This resolution has no budget impact.

Recommendation: Roll call is in order.

Attachments:

1. Res 2022- Approve 2022 Boards and Commissions Policy Amendments
2. Amended Boards and Commissions

City of Indianola
RESOLUTION 2022-

**RESOLUTION APPROVING CERTAIN AMENDMENTS TO
CITY OF INDIANOLA POLICIES**

WHEREAS, the Indianola City Council has adopted certain policies relating to Boards and Commissions; and

WHEREAS, periodically policies are reviewed to see if certain amendments should be adopted; and

WHEREAS, the Council wishes to open BRAVO appointments to citizens; and

WHEREAS, the amendments shown on the attached pages are being presented for adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the amendments indicated on the attached pages to the City of Indianola Boards and Commissions Policies are adopted:

Passed and approved this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

BOARDS AND COMMISSIONS

Awards

The City Council will award a plaque to those members of a Board or Commission who complete at least one full term.

Boards and Commissions Membership

The intent of this policy is to provide a process for selecting citizens interested in serving on a City board and/or commission. The City of Indianola desires to have diverse representation on its boards and commissions to reflect the age, race/ethnicity and gender (in accordance with Iowa Code 69.16A) of the Indianola community.

The Mayor makes the following appointments with the approval of the City Council:

<i>IMU Board of Trustees (6 years)</i>	<i>Civil Service Commission (4 years)</i>
<i>Memorial Aquatic Center Commission (3 Years)</i>	<i>Library Board of Trustees (6 years)</i>
<i>Park and Recreation Commission (3 years)</i>	Greater Des Moines Convention Center and Visitors Bureau Representative
<i>Non-Judicial Human Relations Commissions (3 years)</i>	

The City Council makes the following appointments:

<i>Board of Adjustment/Appeals (5 years)</i>	<i>Planning and Zoning Commission (5 years)</i>
<i>Public Arts Commission (3 years)</i>	CIRTPA/MPO Representative
Landfill Board	
YMCA Steering Committee	<i>Hometown Pride Committee</i>
<i>Sustainability Committee</i>	Metro Advisory Committee
<i>BRAVO Greater Des Moines Representative</i>	WCEDC Board

Those appointments in *italics* are open to citizens. Others are a designated governmental appointee.

The following are procedures for appointing/reappointing a citizen:

- Boards and Commission openings will be listed six months in advance of a vacancy on the City's web site by the City Clerk.
- Interested citizens should complete a volunteer application form by the posted deadline. The City will keep applications on file until December 31st of each year.
- The names of the citizens who express interest in serving on the Boards and Commissions appointed by the Mayor will be forwarded by the City Clerk to the Mayor for his/her review. The Mayor will consider the information provided on the application and make his/her recommendation to the City Council for their consideration.
- The names of citizens who express interest in serving on the Boards and Commissions appointed by the City Council will be placed on the agenda for Council approval.

Factors that may be consider when recommending appointments include:

- What is the current gender balance of the Board/Commission?
- The area of town in which a candidate resides, are all areas represented?
- Are there too many members with similar occupations, should other occupations be represented?
- Are there potential conflicts of interests if a certain candidate were chosen to serve?
- What expertise and/or experience does the candidate bring to the Board/Commission?
- Does the candidate serve on more than one board/commission?
- How long has the person served on the board/commission?
- If they are currently serving on a board/commission how effective have they been in serving on the board/commission?
- If they are currently serving on a board/commission, has their attendance been acceptable?
- Only one member of an immediate family i.e. husband, wife, father, mother, son, daughter, brother, sister, may be on the same board or commission at a time.
- City employees may serve as members on City boards and commissions that are established by ordinance. However, City employees shall not serve on boards/commissions that govern their respective departments. City employees will be subject to the normal selection procedure which provides mayoral appointment and council approval. The council reserves the right to approve all appointments and shall not approve City employees when potential conflicts of interest may be present.

Attendance: Attendance is critical to the successful functioning of a board/commission. Staff shall monitor attendance to assure members are participating to an acceptable level. If attendance problems occur, staff shall inform the board/commission chair and/or the Mayor and City Council to consider action to assure the board/commission has active/participating members.

Adopted by City Council on February 4, 1974, amended August 3, 1987; amended August 1, 1988; amended June 13, 2018.



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, Asst. City Manager/CFO
Date: February 7, 2022
Subject: Resolution approving Wastewater and Drinking Water Financial Assistance Program Grant Contract.

Introduction: Resolution to approve Wastewater and Drinking Water Financial Assistance Program Grant Contract

Background: The City of Indianola is currently constructing a wastewater treatment facility known as the Water Resource Recovery Facility. The City was notified by the Des Moines Metropolitan Planning Organization (MPO) that a grant existed for funding the WRRF construction. With assistance from the MPO, the City applied and received funding in the amount of \$500,000.

Discussion: Receipt of the grant requires a contract to be approved and signed by the City. A resolution to approve and authorize the Mayor or Interim City Manager to sign, along with contract documents, are included in the Council packet.

Budget Impact: \$500,000 funding for WRRF Construction

Recommendation: Approval of the Resolution.

Attachments:

1. Res. Approve WTFAP Contract
2. Indianola - WTFAP Award Letter - 2021
3. Indianola - WTFAP Grant Contract - 2021

RESOLUTION 2022-

**RESOLUTION APPROVING WASTEWATER AND DRINKING WATER TREATMENT
FINANCIAL ASSISTANCE PROGRAM CONTRACT**

WHEREAS, the City of Indianola is in the process of building a Water Resource Recovery Facility (WRRF) for wastewater treatment, and

WHEREAS, the City of Indianola, with the assistance of the Des Moines Metropolitan Planning Organization, applied for and received a Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP) grant in the amount of \$500,000 for the WRRF construction project, and

WHEREAS, receipt of said funding requires the approval and signing of the attached grant contract, and

WHEREAS, the amendments shown on the attached pages are being presented for adoption by the City Council.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the attached WTFAP grant contract is approved and the Mayor or Interim City Manager is authorized to sign on behalf of the City of Indianola.

Passed and approved this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

January 31, 2022

Andy Lent, Finance Director/Assistant City Manager
City of Indianola
110 N 1st Street
Indianola, IA 50125
alent@indianolaiowa.gov

VIA Email

Re: Wastewater and Drinking Water Treatment Financial Assistance Program
City of Indianola Wastewater Treatment Project
Contract # WTFAP 22-09

Dear Mr. Lent:

Attached is the grant contract for the Wastewater and Drinking Water Treatment Financial Assistance Program (WTFAP). Please have the contract signed and return a copy to us and retain a copy for your records. This can be scanned and emailed. An original copy does not need to be mailed.

The purpose of the program is to provide financial assistance to enhance water quality. Financial assistance under the program shall be used for eligible costs to install or upgrade wastewater treatment facilities and systems, drinking water treatment facilities and systems, including source water protection projects, and for engineering or technical assistance for facility planning and design.

The City of Indianola has been awarded a grant of \$500,000.

The Grant Disbursement Request form is also attached to request reimbursement of eligible costs.

Please don't hesitate to contact me with any questions or concerns.

Sincerely,



Aaron Smith
Chief Bond Programs Director

**Iowa Finance Authority
Wastewater and Drinking Water Treatment
Financial Assistance Program
(WTFAP)
Grant Contract**

**WTFAP CONTRACT NUMBER: 22-09
RECIPIENT: City of Indianola
AWARD AMOUNT: \$500,000**

THIS WASTEWATER AND DRINKING WATER TREATMENT FINANCIAL ASSISTANCE PROGRAM (WTFAP) GRANT CONTRACT is made by and between the IOWA FINANCE AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IFA") and the City of Indianola, the ("Recipient"), effective as of the date stated above.

WHEREAS, the Authority is directed by statute to receive, administer, and disburse WTFAP funds; and

WHEREAS, the Authority desires to disburse grant funds to the Recipient for eligible purposes, primarily to assist with improvements to a drinking water or wastewater system to enhance water quality; and

WHEREAS, the Recipient submitted an application for funding to the Authority and the Committee has approved the application; and

WHEREAS, in approving the application the Committee has relied upon the representations of proposed Project activities, cost estimates, and other material information contained therein.

NOW, THEREFORE, the Recipient accepts this grant upon the terms and conditions set forth in this Contract. In consideration of the mutual promises contained in this Contract and other good and valuable consideration, it is agreed as follows:

ARTICLE 1
DEFINITIONS

As used in this Contract, the following terms shall apply:

- 1.1 **COMMITTEE.** "Committee" means the water quality financing review committee consisting of the secretary of agriculture or the secretary's designee, the executive director of the authority or the executive director's designee, and the director of the department of natural resources or the director's designee.
- 1.2 **COMMUNITY.** "Community" means a city, county, sanitary district, rural water district, or other governmental body empowered to provide sewage collection and treatment services or drinking water distribution and treatment in connection with a project. "Community" includes a utility

management organization formed under Iowa Code chapter 28E or operated by a rural water system organized under Iowa Code chapter 357A or 504.

- 1.3 **CONTRACT.** "Contract" means this grant agreement.
- 1.4 **GRANT.** "Grant" means the award of WTFAP funds to the Recipient for Project activities.
- 1.5 **PROJECT.** "Project" means the acquisition, construction, reconstruction, extension, equipping, improvement or rehabilitation of any works and facilities useful for the collection, treatment, and disposal of sewage and industrial waste in a sanitary manner and for drinking water infrastructure improvements, source water protection, and other activities intended to facilitate public water supply system compliance and public health protection.
- 1.6 **WTFAP.** "WTFAP" means the wastewater and drinking water treatment financial assistance program created in Iowa Code 16.134.

ARTICLE 2 **FUNDING**

- 2.1 **FUNDING SOURCE.** The source of funding for the Grant are funds appropriated from the water quality financial assistance fund created in Iowa Code 16.134A.
- 2.2 **RECEIPT OF FUNDS.** All payments under this Contract are subject to receipt by the Authority of sufficient State funds for the WTFAP.

ARTICLE 3 **USE OF FUNDS**

- 3.1 **GENERAL.** The Recipient shall perform in a satisfactory and proper manner, as determined by the Authority, the work activities and services as written and described in the approved grant application.
- 3.2 **MAXIMUM PAYMENTS.** It is expressly understood and agreed that the maximum amounts to be paid to the Recipient by the Authority for all work and services required under this Contract shall not exceed the Award Amount.

ARTICLE 4 **CONDITIONS TO GRANT AND DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Recipient any amounts under this Contract:

- 4.1 **PERMITS AND LICENSES.** The Authority reserves the right to withhold funds until it has reviewed and approved all material, such as permits or licenses from other state or Federal agencies, which may be required prior to Project commencement.
- 4.2 **DISBURSEMENTS.** Proceeds of the Grant shall be made available to the Recipient in the form of one or more periodic disbursements. The Recipient shall request disbursements in a manner approved by the Authority. "Allowable expenses" shall mean costs directly incurred by the Grantee for the design, development, or construction of the Project. Expenses shall be documented in a manner acceptable to the

Authority. Each Disbursement Request Form shall be signed by an authorized officer or employee of the Recipient.

4.3 **AUTOMATED CLEARINGHOUSE.** Disbursements shall be made in a timely fashion following the receipt of the information as set forth above. Unless otherwise agreed to in writing by the Issuer, funds shall be payable via automated clearinghouse system transfer, as requested to the account specified by the Recipient.

ARTICLE 5 **REPRESENTATIONS AND WARRANTIES OF RECIPIENT**

To induce the Authority to make the Grant referred to in this Contract, the Recipient represents, covenants and warrants that:

5.1 **AUTHORITY.** The Recipient is duly authorized and empowered to execute and deliver the Contract. All required actions on the Recipient's part, such as appropriate resolution of its governing board or council for the execution and delivery of the Contract, have been effectively taken.

5.2 **FINANCIAL INFORMATION.** All financial statements and related materials concerning the Project provided to the Authority are true and correct in all material respects and completely and accurately represent the subject matter and related materials, and no material adverse change has occurred since the Application was submitted to the Authority.

5.4 **APPLICATION.** The contents of the Application the Recipient submitted to the Authority for WTFAP funding is a complete and accurate representation of the Project as of the date of submission and there has been no material adverse change in the organization, operation, or key personnel of the Recipient since the date the Recipient submitted the Application to the Authority.

5.5 **CLAIMS AND PROCEEDINGS.** There are no actions, lawsuits or proceedings pending or, to the knowledge of the Recipient, threatened against the Recipient affecting in any manner whatsoever its right to execute the Contract or to otherwise comply with the obligations of the Contract. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Recipient, threatened against or affecting the Recipient or any property involved in the Project.

5.6 **PRIOR AGREEMENTS.** The Recipient has not entered into any verbal or written contracts, agreements or arrangements of any kind which are inconsistent with the Contract.

ARTICLE 6 **COVENANTS OF THE RECIPIENT**

6.1 **RECORDS.** The Recipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Contract in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Contract. Records must be maintained for five (5) full years from the date of completion the Project.

6.2 **ACCESS TO RECORDS/INSPECTIONS.** The Recipient agrees to permit the Authority or its duly authorized representative access to all files and documents relating to the Project for purposes of conducting audits and reviews in accordance with any of the Regulations.

6.3 **USE OF GRANT FUNDS.** The Recipient shall expend funds received under the Contract only for the purposes and activities described in its WTFAP Application, this Contract, and as approved by the Authority.

6.4 **NOTICE TO AUTHORITY.** In the event the Recipient becomes aware of any material alteration in the Project, initiation of any investigation or proceeding involving the Project, or any other similar occurrence, the Recipient shall promptly notify the Authority.

6.5 **MAINTENANCE OF PROJECT PROPERTY AND INSURANCE.** The Recipient shall maintain the Project property in good repair and condition, ordinary wear and tear excepted, and shall not suffer or commit waste or damage upon the Project property. The Recipient shall pay for and maintain insurance as is customary in the State of Iowa for entities such as the Recipient.

ARTICLE 7 **GENERAL PROVISIONS**

7.1 **AMENDMENTS.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

7.2 **THIRD PARTY BENEFICIARIES.** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the Authority and the Recipient.

7.3 **CHOICE OF LAW AND FORUM.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be the Polk County District Court for the State of Iowa, Des Moines, Iowa. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Authority or the State of Iowa.

7.4 **INTEGRATION.** This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

7.5 **HEADINGS OR CAPTIONS.** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

7.6 **NOT A JOINT VENTURE.** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent party contracting for the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

7.7 **SUPERSEDES FORMER CONTRACTS OR AGREEMENTS.** This Contract supersedes all prior Contracts or Agreements between the Authority and the Recipient for the services provided in connection with this Contract.

7.8 **WAIVER.** Except as specifically provided for in a waiver signed by duly authorized representatives of the Authority and the Recipient, failure by either party at any time to require

performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

7.9 **NOTICE**

7.9.1 Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing which shall be addressed to each party as set forth as follows:

If to the Authority: Iowa Finance Authority
Attn: Aaron Smith
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
Aaron.Smith@IowaFinance.com

If to the Recipient: Andy Lent, Finance Director/Assistant City Manager
City of Indianola
110 N 1st Street
Indianola, IA 50125
alent@indianolaiowa.gov

7.9.2 Each such notice shall be deemed to have been provided:

7.9.2.1 At the time it is actually received; or,

7.9.2.2 Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,

7.9.2.3 Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

7.9.3 From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

7.10 **CUMULATIVE RIGHTS.** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

7.11 **SEVERABILITY.** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

7.12 **AUTHORIZATION.** Each party to this Contract represents and warrants to the other parties that:

7.12.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

7.12.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

7.13 **SUCCESSORS IN INTEREST.** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

7.14 **ADDITIONAL PROVISIONS.** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT:

BY: _____
Typed or Printed Name and Title

DATE: _____

IOWA FINANCE AUTHORITY:

BY: 
Aaron Smith, Chief Bond Programs Director

DATE: 2/1/2022



MEMORANDUM

To: Mayor and City Council
From:
Date: February 7, 2022
Subject: Resolution approving salaries.

Recommendation: Roll call is in order.

Attachments: 1. Res 2022- approving salaries

City of Indianola
RESOLUTION NO 2022-

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:

Joe Colby, Fire Training Academy \$10.00/hour, effective January 7, 2022; and

Robert Collier to part-time EMS \$20.499/hour, effective January 16, 2022; and

Candace Cronbaugh, to part-time Sports and Concession Supervisor, \$14.00/hour, effective January 16, 2022; and

Cassandra Mosher, Administrative Clerk/Deputy Clerk to CE4-6 with \$250 longevity, \$50,424.45/year, effective January 16, 2022; and

Kelsey Purdy to part-time Library Children's Services Assistant, CE-3, \$17.64/hour, effective January 16, 2022; and

Anna Harms, to part-time Library Assistant, CE-1 \$13.89/hour, effective January 20, 2022; and

Tanner Bishop, part-time EMS to \$21.52 (temporary increase due to additional duties to cover full-time vacancy and will revert back to \$20.49 once vacancy is filled), effective January 23, 2022; and

Sean Lunde, Firefighter/Paramedic to FF2, \$65,588.72/year, effective January 30, 2022; and

Mike Visser, Code Enforcement Officer to CE6-1.5 \$50,652.18/year, effective February 27, 2022.

Passed and approved this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
Subject: CIRTPA January Report

Recommendation: The attached is the Central Iowa Regional Transportation Planning Alliance (CIRTPA) federal fiscal year Surface Transportation Block Grant (STBG) balance, allocations and programmed funds per community. Councilmember Richardson will provide a brief update on this report.

Attachments: 1. cirtpa-stbg-report-january_2022

Federal Fiscal Year 2022 (10/1/2021 to 9/30/2022)

TPMS#	Project Sponsor	Project Number	Project Description	STBG Award Allocation	STBG Funds Programmed	STBG Funds Expended	Adjustment/Return
48675	Boone City	STBG-SWAP-0750()-SG-08	West Park Ave/Marion St Improvements	\$ 1,500,000	\$ 1,500,000		
35889	Boone County	STBG-SWAP-C008()-FG-8	On E26, approximately .58 miles west and .50 miles east of the Des Moines River	\$ 600,000	\$ 600,000		
45720	Boone County	STBG-SWAP-C008()-SK-08	Bridge #92	\$ 400,000	\$ 400,000		
8948	Dawson/Dallas County	HSIP-SWAP-C025(A-31)--FJ-25	On P-46, from Highway 141 N 2.0 miles to Greene Co., Dallas Township	\$ 240,000	\$ 240,000		
45451	Indianola	STBG-SWAP-3680()-SG-91	In the City of Indianola, East Hillcrest Avenue from North Jefferson Way to North 14th Street	\$ 3,105,000	\$ 3,105,000		
10913	Madison County	STBG-SWAP-C061()-FG-61	On G61 (MACKSBURG RD), from ADAIR/MADISON COUNTY LINE EAST 6 Miles to FIELDSTONE AVE.	\$ 2,500,000	\$ 2,500,000		
44729	Marion County	STBG-SWAP-C063()-FG-63	On G 76, from IA 5 to Van Buren Dr. S11 T74 R19	\$ 350,000	\$ 350,000		
29505	Newton	STP-U-5482()-70-50	W 8th Street North, Union Drive and West 4th Street North from North 4th Avenue West to North 19th Avenue West	\$ 2,800,000	\$ 2,800,000		
36012	Story County	STBG-SWAP-C085(R38)--FG-85	On R38, from Slater City Limits north 8.0 Miles	\$ 2,400,000	\$ 2,400,000		
36937	HIRTA	RGPL-PA11()-ST-00	Vehicle Purchase	\$ 102,714	\$ 102,714		
Totals				\$ 13,997,714	\$ 13,997,714	\$ -	\$ -

CIRTPA Member	Beginning Balance 10/1/2021	STBG Target Suballocated	STBG Funds Programmed	Ending Balance 44834	Years Ahead/Behind
Boone County	(\$297,883)	\$369,246	(\$1,000,000)	(\$928,637)	(2.51)
City of Boone	\$1,603,302	\$280,674	(\$1,500,000)	\$383,976	1.37
Dallas County	\$429,194	\$465,976	\$0	\$895,170	1.92
City of Perry	\$506,931	\$174,656	\$0	\$681,587	3.90
Jasper County	(\$973,619)	\$542,727	\$0	(\$430,892)	(0.79)
City of Newton	\$1,030,230	\$366,187	(\$2,800,000)	(\$1,403,583)	(3.83)
Madison County	\$2,067,903	\$368,190	(\$2,500,000)	(\$63,907)	(0.17)
City of Winterset	(\$330,930)	\$129,236	\$0	(\$201,694)	(1.56)
Marion County	(\$739,960)	\$413,730	(\$350,000)	(\$676,231)	(1.63)
City of Knoxville	\$505,917	\$175,032	\$0	\$680,948	3.89
City of Pella	\$801,183	\$210,458	\$0	\$1,011,641	4.81
Polk County	(\$652,042)	\$355,389	\$0	(\$296,653)	(0.83)
Story County	\$2,847,921	\$536,815	(\$2,400,000)	\$984,736	1.83
City of Nevada	\$1,042,695	\$145,601	\$0	\$1,188,295	8.16
Warren County	(\$538,121)	\$399,998	\$0	(\$138,123)	(0.35)
City of Indianola	\$1,909,792	\$294,469	(\$3,105,000)	(\$900,739)	(3.06)
HIRTA	\$19,898	\$123,152	(\$102,714)	\$40,336	0.33
Small Community	\$11,170	\$246,305	(\$240,000)	\$17,475	0.07
CIRTPA TOTAL	\$9,243,581	\$5,597,840	(\$13,997,714)	\$843,707	

Federal Fiscal Year 2023 (10/1/2022 to 9/30/2023)

TPMS#	Project Sponsor	Project Number	Project Description	STBG Award Allocation	STBG Funds Programmed	STBG Funds Expended	Adjustment/Return
38624	Boone County	STBG-SWAP-C008(xx)--FG-08	Bridge #10	\$ 620,000	\$ 620,000		
36937	HIRTA	RGPL-PA11()-ST-00	Vehicle Purchase	\$ 99,836	\$ 99,836		
38825	Marion County	STBG-SWAP-C063()-FG-63	Knoxville Area OL	\$ 600,000	\$ 600,000		
48644	Pella	STBG-SWAP-5947()-SG-63	Washington Street & Fiefeld Road Intersection Improvements	\$ 450,000	\$ 450,000		
39163	Perry	STBG-SWAP-5970()-SG-25	Willis Overlay	\$ 539,000	\$ 539,000		
Small Community Fund				\$ 241,780	\$ 241,780		
Totals				\$ 2,550,616	\$ 2,550,616	\$ -	\$ -

CIRTPA Member	Beginning Balance 10/1/2022	STBG Target Suballocated	STBG Funds Programmed	Ending Balance 45199	Years Ahead/Behind
Boone County	(\$928,637)	\$364,176	(\$620,000)	(\$1,184,462)	(3.25)
City of Boone	\$383,976	\$272,918	\$0	\$656,894	2.41
Dallas County	\$895,170	\$459,356	\$0	\$1,354,526	2.95
City of Perry	\$681,587	\$170,032	(\$539,000)	\$312,618	1.84
Jasper County	(\$430,892)	\$535,233	\$0	\$104,341	0.19
City of Newton	(\$1,403,583)	\$356,696	\$0	(\$1,046,887)	(2.93)
Madison County	(\$63,907)	\$363,790	\$0	\$299,883	0.82
City of Winterset	(\$201,694)	\$126,179	\$0	(\$75,515)	(0.60)
Marion County	(\$676,231)	\$407,748	(\$600,000)	(\$868,483)	(2.13)
City of Knoxville	\$680,948	\$170,578	\$0	\$851,527	4.99
City of Pella	\$1,011,641	\$204,550	(\$450,000)	\$766,191	3.75
Polk County	(\$296,653)	\$349,626	\$0	\$52,973	0.15
Story County	\$984,736	\$530,092	\$0	\$1,514,828	2.86
City of Nevada	\$1,188,295	\$141,522	\$0	\$1,329,817	9.40
Warren County	(\$138,123)	\$394,024	\$0	\$255,901	0.65
City of Indianola	(\$900,739)	\$285,811	\$0	(\$614,928)	(2.15)
HIRTA	\$40,336	\$120,890	(\$99,836)	\$61,390	0.51
Small Community	\$17,475	\$241,780	(\$241,780)	\$17,475	0.07
CIRTPA TOTAL	\$843,707	\$5,495,000	(\$2,550,616)	\$3,788,091	

Federal Fiscal Year 2024 (10/1/2023 to 9/30/2024)

TPMS#	Project Sponsor	Project Number	Project Description	STBG Award Allocation	STBG Funds Programmed	STBG Funds Expended	Adjustment/Return
40160	Boone County	STBG-SWAP-C008()--SK-08	Bridge #11	\$ 350,000	\$ 350,000		
37454	Dallas County	STBG-SWAP-C025(H-43)--FG-25	On R22, from Highway 44 North 5.0 Miles to F31, S31/32, 29/30, 19/20, 17/18, 8/7 T80 R26, Grant Township	\$ 800,000	\$ 800,000		
44747	Polk County	STBG-SWAP-C077(NE 42 St)--SG-77	On NE 42 St from NE 166 Ave to NE 150 Ave, 2.0 Miles	\$ 350,000	\$ 350,000		
41362	Story County	STBG-SWAP-C085(E29)--FG-85	On E29, from 700' west of 570th Ave. E 9.2 miles to 660th Ave	\$ 1,800,000	\$ 1,800,000		
Small Community Fund				\$ 241,780	\$ 241,780		
Totals				\$ 3,541,780	\$ 3,541,780	\$ -	\$ -

CIRTPA Member	Beginning Balance 10/1/2023	STBG Target Suballocated	STBG Funds Programmed	Ending Balance 9/30/2024	Years Ahead/Behind
Boone County	(\$1,184,462)	\$364,176	(\$350,000)	(\$1,170,286)	(3.21)
City of Boone	\$656,894	\$272,918	\$0	\$929,812	3.41
Dallas County	\$1,354,526	\$459,356	(\$800,000)	\$1,013,882	2.21
City of Perry	\$312,618	\$170,032	\$0	\$482,650	2.84
Jasper County	\$104,341	\$535,233	\$0	\$639,574	1.19
City of Newton	(\$1,046,887)	\$356,696	\$0	(\$690,191)	(1.93)
Madison County	\$299,883	\$363,790	\$0	\$663,673	1.82
City of Winterset	(\$75,515)	\$126,179	\$0	\$50,663	0.40
Marion County	(\$868,483)	\$407,748	\$0	(\$460,735)	(1.13)
City of Knoxville	\$851,527	\$170,578	\$0	\$1,022,105	5.99
City of Pella	\$766,191	\$204,550	\$0	\$970,741	4.75
Polk County	\$52,973	\$349,626	(\$350,000)	\$52,599	0.15
Story County	\$1,514,828	\$530,092	(\$1,800,000)	\$244,920	0.46
City of Nevada	\$1,329,817	\$141,522	\$0	\$1,471,339	10.40
Warren County	\$255,901	\$394,024	\$0	\$649,925	1.65
City of Indianola	(\$614,928)	\$285,811	\$0	(\$329,117)	(1.15)
HIRTA	\$61,390	\$120,890	\$0	\$182,280	1.51
Small Community	\$17,475	\$241,780	(\$241,780)	\$17,475	0.07
CIRTPA TOTAL	\$3,788,091	\$5,495,000	(\$3,541,780)	\$5,741,311	

Federal Fiscal Year 2025 (10/1/2024 to 9/30/2025)

TPMS#	Project Sponsor	Project Number	Project Description	STBG Award Allocation		STBG Funds Programmed		STBG Funds Expended	Adjustment/Return
44738	Marion County	STBG-SWAP-C063(OL)--FG-63	Countywide Overlay	\$	1,600,000	\$	1,600,000		
36930	Pella	STP-U-5947()--70-63	Oskaloosa St, from SE 16th St to 240th St (Eagle Lane) Including the intersection 300 LF each way	\$	1,650,000	\$	1,650,000		
40174	Polk County	STBG-SWAP-C077()--FG-77	On SE 6TH AVE, from SE 92 St to SE Camp Dr, 2.70 miles	\$	459,000	\$	459,000		
Small Community Fund				\$	241,780	\$	241,780		
Totals				\$	3,950,780	\$	3,950,780	\$	-

CIRTPA Member	Beginning Balance 10/1/2024	STBG Target Suballocated	STBG Funds Programmed	Ending Balance 9/30/2025	Years Ahead/Behind
Boone County	(\$1,170,286)	\$364,176	\$0	(\$806,110)	(2.21)
City of Boone	\$929,812	\$272,918	\$0	\$1,202,730	4.41
Dallas County	\$1,013,882	\$459,356	\$0	\$1,473,238	3.21
City of Perry	\$482,650	\$170,032	\$0	\$652,682	3.84
Jasper County	\$639,574	\$535,233	\$0	\$1,174,807	2.19
City of Newton	(\$690,191)	\$356,696	\$0	(\$333,495)	(0.93)
Madison County	\$663,673	\$363,790	\$0	\$1,027,463	2.82
City of Winterset	\$50,663	\$126,179	\$0	\$176,842	1.40
Marion County	(\$460,735)	\$407,748	(\$1,600,000)	(\$1,652,987)	(4.05)
City of Knoxville	\$1,022,105	\$170,578	\$0	\$1,192,683	6.99
City of Pella	\$970,741	\$204,550	(\$1,650,000)	(\$474,709)	(2.32)
Polk County	\$52,599	\$349,626	(\$459,000)	(\$56,775)	(0.16)
Story County	\$244,920	\$530,092	\$0	\$775,012	1.46
City of Nevada	\$1,471,339	\$141,522	\$0	\$1,612,861	11.40
Warren County	\$649,925	\$394,024	\$0	\$1,043,949	2.65
City of Indianola	(\$329,117)	\$285,811	\$0	(\$43,305)	(0.15)
HIRTA	\$182,280	\$120,890	\$0	\$303,170	2.51
Small Community	\$17,475	\$241,780	(\$241,780)	\$17,475	0.07
CIRTPA TOTAL	\$5,741,311	\$5,495,000	(\$3,950,780)	\$7,285,531	



MEMORANDUM

To: Mayor and City Council

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

Date: February 7, 2022

Subject: Consideration of the approval of Lin Stecker to the Planning and Zoning Commission for a term beginning immediately and ending July 1, 2026.

Introduction: The Planning and Zoning Commission has one vacancy.

Background: The vacancy term end date is July 1, 2026.

Discussion: The approval of this appointment would bring this board to full staffing through 2023.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: 1. Stecker Application 2022



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 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.

Citizens applying for a position must live within City limits unless applying for the IMU Board of Trustees, Human Relations Commission, Hometown Pride or Sustainability Committees.

Personal Information

Name:
Lin Stecker

Today's Date:
1/17/22

Street Address:
801 Summit Place

City, State, Zip:
Indianola, IA 50215

Years Resided in Indianola:
19

Email:
lstecker6@gmail.com

Home Phone:

Cell Phone:
515.499.2356

Work Phone:

Occupation:
Sales

Have you previously volunteered on a City Board, here or elsewhere? NO

Board Name:

Years Served:

City:

Gender:

Age (Optional):

Race (Optional):

Application for (Name of Board/Commission or Committee):
Planning and Zoning Commission

Why do you want to serve on this Board/Commission or Committee?

I would like serve on this board and be a part of a team that helps this city develop and grow in a manner that will create a positive outcome for the city's future. I want to lend positive ideas to the commission and help form and or maintain rules that impact the city in the best way possible.

What will you contribute to this Board/Commission or Committee?

I have been a residential construction superintendent in the Indianola/West Des Moines areas for 15 years and in territory sales for the past 3-1/2 years. With my experiences in the building industry, I feel I will be an asset in helping with codes to benefit our city, and projects or even developments that could enhance our community.

Boards, Commissions and Committees

☐	Board of Adjustment 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.
☐	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.
☐	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.
☐	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.
☐	Veterans 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.

Lindley Stecker

801 Summit Place, Indianola IA 50125

Cell: 515.499.2356

lstecker6@gmail.com

Summary

Reliable Project Manager experienced in managing a variety of trades during the construction process. Consistently watching over various developments to ensure building and safety codes are met. Successful in effectively communicating with personnel and trades to complete jobs efficiently, on time, and with budgets in mind.

Experience

Moehl Millwork

March 2018 to Present

Territory Sales Rep

Ankeny, IA

Traveling salesman managing and maintaining sales relationships with 70+ lumber yards and businesses in SE Iowa.

Dreamscape Homebuilders

May 2016 to February 2018

Superintendent

West Des Moines, IA

Oversee and manage single family custom home builds.

KRM Development

February 2016 to May 2016

Superintendent

West Des Moines, IA

Manage jobs as needed.

Drake Homes

June 2007 to February 2016

Project Manager

West Des Moines, IA

Manage single family home construction process from start to finish. Worked closely with city officials to ensure plans and specs were in compliance and up to code.

Jerry's Homes

April 2004 to May 2007

Superintendent

West Des Moines, IA

Scheduled and oversaw every aspect of building single family homes and condominiums.

Education

Iowa State University

Bachelor of Science: Agriculture Studies

Ames, IA

Emphasis in Agriculture Business.

North Iowa Area Community College

Associate of Arts: Business

Mason City, IA

Second degree with Associates of Science.



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
Subject: Resolution appointing Bob Kling to the Bravo Commission.

Recommendation: Agenda item 5I amended the council policy to allow citizens of Indianola, Iowa to serve on the Bravo Board of Directors.
Roll call is in order.

Attachments: 1. Res 2022- appointing representative to Bravo

City of Indianola
RESOLUTION NO 2022-

RESOLUTION APPOINTING REPRESENTATIVE TO THE BOARD OF DIRECTORS OF BRAVO

WHEREAS, the City of Indianola is a member of the Bravo Greater Des Moines, Inc; and

WHEREAS, the City Council of the City of Indianola can appoint a representative to the Board of Directors of Bravo per the intergovernmental agreement signed on March 7, 2011.

NOW, THEREFORE, BE IT RESOLVED by the Indianola City Council that Bob Kling is hereby appointed as the City of Indianola representative to the Bravo Board of Directors.

Approved this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Proclamation declaring February 6-12, 2022 as National Burn Awareness Week in the City of Indianola.

Recommendation: The Mayor will read the proclamation.

Attachments: 1. Burn Awareness Week - February



—Office of the Mayor—

PROCLAMATION National Burn Awareness Week

WHEREAS, burn injuries continue to be one of the leading causes of accidental death and injury in our Nation where tragically, children, the elderly, and the disabled are especially vulnerable to burn injuries. Compared to the overall population, children under five were two times as likely to be seen for burn injuries at a hospital emergency department. Almost one-third of all burn injuries occur in children under the age of 15; and

WHEREAS, most “fire-related injuries” are burns. In fact, approximately every 60 seconds someone in the U.S. sustains a burn injury serious enough to require treatment. Annually, in the United States, approximately 400,000 people receive medical care for treatment of burn injuries and in 2018 alone, there were 3,655 deaths from fire and smoke inhalation. The primary causes of injury include fire-flame, scalds, and contact with hot objects, electricity or chemicals with most of the injuries occurring in the home; and

WHEREAS, National Burn Awareness Week, an initiative of the American Burn Association, is supported by burn, fire and life safety educators to make the public aware of the frequency, devastation and causes of burn injuries and measures that can be taken to prevent these injuries. The theme for 2022 National Burn Awareness Week is “Burning Issues in the Kitchen”; and

WHEREAS, many people devote their lives and careers to treating, caring for, supporting and rehabilitating burn injury survivors. There are dedicated fire fighters who risk their own lives every day to protect others, as well as burn foundations and other life safety professionals who promote burn injury awareness and prevention.

NOW, THEREFORE, I, Stephanie Erickson, Mayor of the City of Indianola, do hereby proclaim the week of February 6 through February 12, 2022, as:

Burn Awareness Week

I urge the people of Indianola to observe this week by learning about actions they can take year-round to prevent burn and scald injuries.

DATED this 7th day of February 2022.

Stephanie Erickson, Mayor



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
Subject: Consideration of the approval of Elizabeth Miller to serve on the Civil Service Commission for a term beginning immediately and ending April 1, 2023.

Introduction: Elizabeth Miller has applied to serve on the Civil Service Commission.

Background: There is a vacancy on the commission due to a previous commissioner moving out of town.

Discussion: The appointment is to complete that term, at which time Elizabeth Miller can apply to serve a full term of four years.

The commission administers the civil service procedure as contained in [Chapter 400](#), Code of Iowa, and Amendments thereto and shall have, exercise and perform all powers and duties as provided thereby.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: 1. Miller Application 2022



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 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.

Citizens applying for a position must live within City limits unless applying for the IMU Board of Trustees, Human Relations Commission, Hometown Pride or Sustainability Committees.

Personal Information

Name:
Elizabeth Miller

Today's Date:
2/2/2022

Street Address:
Indianola resident

City, State, Zip:

Years Resided in Indianola:
17

Email:
elmiller1011@gmail.com

Home Phone:

Cell Phone:

Work Phone:

Occupation:
State Police Officer

Have you previously volunteered on a City Board, here or elsewhere? no

Board Name:

Years Served:

City:

Gender: Female

Age (Optional): 37

Race (Optional):

Application for (Name of Board/Commission or Committee):
Civil Service Commissioner

Why do you want to serve on this Board/Commission or Committee?
To add value to an already experienced team and to serve the civil servant community in a very different impactful way

What will you contribute to this Board/Commission or Committee?
I feel my experience in law enforcement and my knowledge regarding the application and interview process would benefit the commission

Boards, Commissions and Committees

☐	Board of Adjustment 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 4th 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.
☐	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.
☐	Veterans 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.



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, Asst. City Manager/CFO
Date: February 7, 2022
Subject: Second Amendment to Fiscal Year 22 Indianola City Budget

Introduction: Second Amendment to Indianola FY22 Budget

Background: The City of Indianola's annual fiscal budget is amended at certain points during the year due to unanticipated events prior to the start of the fiscal year. The FY22 budget was first amended in July 2022 and now a second amendment is being brought forward for consideration. A hearing must first be held to hear comments from the public on the amendment. A notice for the hearing must be published in a newspaper of general circulation in the City 10-20 days prior to the hearing. The notice for this amendment was published in the Indianola Record-Herald on January 19, 2022.

Discussion: A proposed amendment to the FY22 budget is being brought forward for the following reasons:

- An increase in Hotel/Motel Tax Revenue (\$50,000) and related 28E payments to BRAVO and CVB (\$28,572)
- Anticipated WRRF Construction in FY22, shifted from FY23 with SRF Loan proceeds to finance (\$3,000,000)
- A transfer of \$50,000 from the General Fund and Road Use Tax Fund to the City Liability Fund
- An increase in salary for interim city manager (\$17,583)
- An anticipated economic development grant to TS Investments (\$45,000) to be recovered in a later year under TIF
- Contractual payment for city manager search (\$35,000)

Overall, the amendment is listed at a reduction in the City's overall fund balance of \$76,155. However, savings from the vacant city manager position and other re-estimated expenses will likely reduce a major portion of this cost.

Budget Impact: \$76,155

Recommendation: Approval of the Second Amendment to the Indianola FY22 budget.

Attachments:

1. Res. Amendment to FY22 Budget, 7 Feb 2022
2. Indianola, FY22 Second Amendment

RESOLUTION 2022-

**RESOLUTION APPROVING SECOND AMENDMENT TO
CITY OF INDIANOLA FISCAL YEAR 2022 BUDGET**

WHEREAS, the City of Indianola needs to amend the Fiscal Year 2022 budget, and

WHEREAS, said amendment is detailed on the attached page, and

WHEREAS, a hearing on the amendment was held with notice published on January 19, 2022 in the Indianola Record-Herald.

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

1. the attached amendment to the Fiscal Year 2022 budget is approved, and
2. the Mayor and City Clerk are authorized to sign the amendment on behalf of the City.

Passed and approved this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

CITY BUDGET AMENDMENT AND CERTIFICATION RESOLUTION - FY 2022 - AMENDMENT # 2

To the Auditor of WARREN County, Iowa:

The City Council of INDIANOLA in said County/Counties met on 02/07/2022 06:00 PM, at the place and hour set in the notice, a copy of which accompanies this certificate and is certified as to publication. Upon taking up the proposed amendment, it was considered and taxpayers were heard for and against the amendment.

The Council, after hearing all taxpayers wishing to be heard and considering the statements made by them, gave final consideration to the proposed amendment(s) to the budget and modifications proposed at the hearing, if any. Thereupon, the following resolution was introduced.

RESOLUTION No. 2021-

A RESOLUTION AMENDING THE CURRENT BUDGET FOR FISCAL YEAR ENDING JUNE 2022

(AS LAST CERTIFIED OR AMENDED ON 07/06/2021)

Be it Resolved by the Council of City of INDIANOLA

Section 1. Following notice published/posted 01/19/2022 and the public hearing held 02/07/2022 06:00 PM the current budget (as previously amended) is amended as set out herein and in the detail by fund type and activity that supports this resolution which was considered at the hearing:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	8,410,643	0	8,410,643
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	8,410,643	0	8,410,643
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,500,000	0	1,500,000
Other City Taxes	6	1,509,301	50,000	1,559,301
Licenses & Permits	7	320,700	0	320,700
Use of Money & Property	8	357,709	0	357,709
Intergovernmental	9	2,791,851	0	2,791,851
Charges for Service	10	5,615,696	0	5,615,696
Special Assessments	11	0	0	0
Miscellaneous	12	281,870	0	281,870
Other Financing Sources	13	26,000,000	3,000,000	29,000,000
Transfers In	14	13,393,464	50,000	13,443,464
Total Revenues & Other Sources	15	60,181,234	3,100,000	63,281,234
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	8,126,720	17,583	8,144,303
Public Works	17	1,733,270	0	1,733,270
Health and Social Services	18	0	0	0
Culture and Recreation	19	2,618,853	0	2,618,853
Community and Economic Development	20	217,659	73,572	291,231
General Government	21	1,746,039	35,000	1,781,039
Debt Service	22	2,212,417	0	2,212,417
Capital Projects	23	11,176,979	0	11,176,979
Total Government Activities Expenditures	24	27,831,937	126,155	27,958,092
Business Type/Enterprise	25	30,170,410	3,000,000	33,170,410
Total Gov Activities & Business Expenditures	26	58,002,347	3,126,155	61,128,502
Tranfers Out	27	13,393,464	50,000	13,443,464
Total Expenditures/Transfers Out	28	71,395,811	3,176,155	74,571,966
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-11,214,577	-76,155	-11,290,732
Beginning Fund Balance July 1, 2021	30	35,404,405	0	35,404,405
Ending Fund Balance June 30, 2022	31	24,189,828	-76,155	24,113,673

Explanation of Changes: Anticipated Economic Development Agreement Payment, New City Manager Search Expenses, Interim City Manager Salary Expenses, Increased Hotel/Motel Tax Revenue, Increased 28E Agreement Payments, Anticipated Shift of WRRF Construction from FY2023 into FY2022, Transfer from General Fund and Road Use Tax Fund to Internal Service Fund for Liability Issues.

02/07/2022

City Clerk/Administrator Signature of Certification

Adopted On

Mayor Signature of Certification



MEMORANDUM

To: Mayor and City Council
From: Jackie Raffety, City Clerk/Asst. Finance Director
Date: February 7, 2022
Subject: Fiscal Year 22 Budget Amendment Public Hearing.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: February 7, 2022
Subject: Resolution approving the FY22 Budget Amendment.

Recommendation: Roll call is in order.

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: February 7, 2022
Subject: 1201 North Jefferson Way Sign

Introduction:

Background:

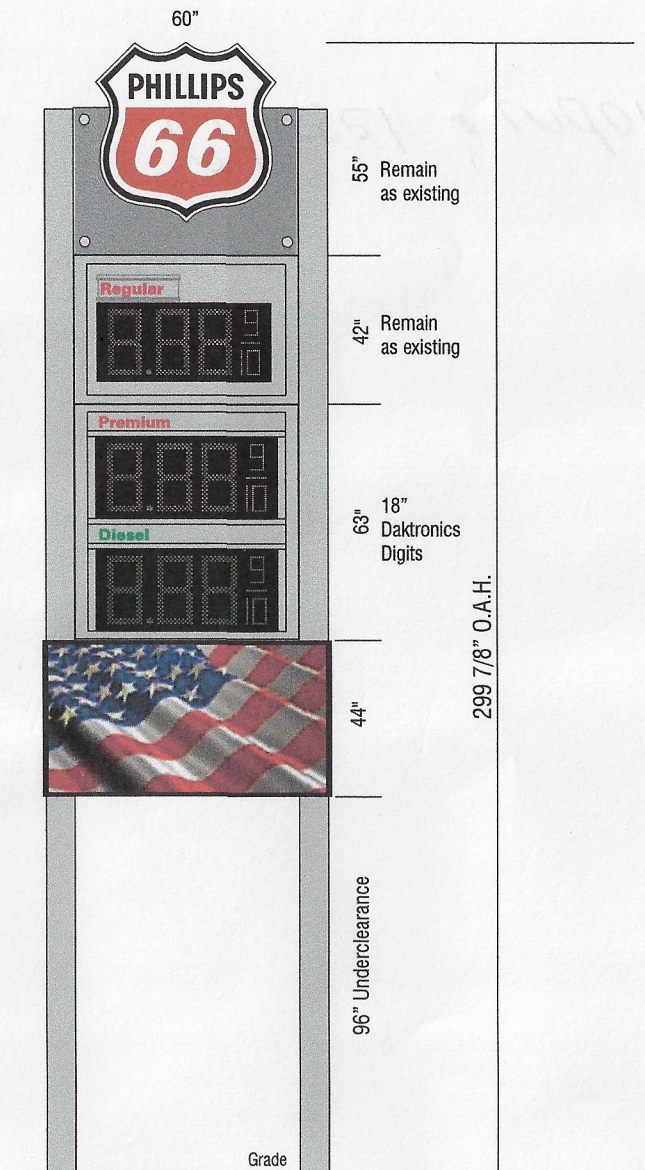
At its meeting on January 18, the City Council set a public hearing for February 7 for a sign exemption request from Prairie Rose Sign, on behalf of the Danlee Corporation. According to Section 167.22 of the Code of Ordinances of Indianola, Iowa, whenever, because of unusual circumstances, there are practical difficulties involved in carrying out the provisions of this chapter, the Council may grant a specific exemption for individual situations, provided the Council shall first find that a special and unusual individual circumstance makes the strict application of this chapter impractical and that the exemption granted with appropriate safeguards is in conformity with the intent and purpose of this chapter. No such exemption shall be granted by the Council without a public hearing.

Discussion: The property owner wishes to remove the Yo-Yo Yogurt sign and add 2 more LED gas price signs. They would also like to replace the existing message center with a larger EMC. Elevations of the existing and proposed signs are attached. The sign is currently non-conforming but is legal as long as it is not altered in any way. Altering the sign requires an exemption from its location, size and setback requirement. Chapter 167 prohibits electronic message boards over three (3) square feet, prohibits them in the front yard, and requires a front setback for ground signs of 20'.

Budget Impact:

Recommendation:

Attachments: 1. Indianola, Sign 1-31-2022



Prairie Rose Sign
 201 RD M47
 Walnut, IA 51577
 (712) 784-3515 Office
 (712) 784-2452 Fax

Client: DanLee Corp

Contact: Lee Adams

Sales Rep: Kelly Scott

Date: 10-15-2021

— Client Approval —

Signed:

Date:

Changes to Artwork:

- ☐ Color
- ☐ Size
- ☐ Spelling
- ☐ None

— Landlord Approval —

Signed:

Date:

— Notes —

1. Printed colors may not exactly match color of actual product.
2. All work performed by licensed State of Iowa contractors.
3. This is an unpublished drawing submitted in connection with a planned project. It is not to be copied, reproduced, exhibited, or shown to anyone outside your organization without written approval.

Project: MID Sign

Location: Indy 66 1201 Jefferson Way Indianola, IA

Scale: Not to Scale



Drawing #

4



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Public Hearing regarding the application for exemption of the Sign Code at 1201 North Jefferson Way, Indianola, Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Charlie Dissell, Community and Economic Development Director
Date: February 7, 2022
Subject: Resolution approving the application for exemption of the Sign Code at 1201 North Jefferson Way, Indianola, Iowa.

Recommendation: Roll call is in order.

Attachments: 1. RESOLUTION_Sign Exemption_1201 North Jefferson Way

City of Indianola
RESOLUTION NO. 2022-

**RESOLUTION ACCEPTING THE APPLICATION FOR EXEMPTION OF THE SIGN CODE
AT 1201 NORTH JEFFERSON WAY, INDIANOLA, IOWA**

WHEREAS, Prairie Rose Sign, on behalf of the Danlee Corp, proposes to update an existing ground sign and electronic message board sign located at 1201 North Jefferson Way; and

WHEREAS, Section 167.33(5)(C) of the Code of Ordinances of Indianola, Iowa, requires that all ground signs that are between the height of two feet and 10 feet shall be erected no closer than 20 feet from the front property line, and that all ground signs shall have a maximum area of 100 square feet per side, except for electronic video signs which shall not exceed three square feet; and

WHEREAS, the proposed sign would be located in the same place as the existing sign; and

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

WHEREAS, a public hearing was held prior to consideration of said exemption.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City approves the application for exemption of the Sign Code at 1201 North Jefferson Way, Indianola, Iowa.

APPROVED this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: February 7, 2022

Subject: Right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola.

Introduction:

Background: At its February 7 meeting, the City Council will hold a public hearing regarding the right-of-way vacation and conveyance of an alley. The alley proposed to be vacated is an improved alley that currently sits between ground that is owned by the applicant on the west side, and Roth & Sons Services LC on the east side.

Discussion: Both adjoining property owners have agreed to the vacation. There are currently no public utilities located in this alley; however, IMU has requested a public utility easement be granted prior to a vacation in the event they will need to bore utilities underground in this area. As all landowners have agreed to the vacation and there are no public utilities located in the alley, the alley proposed to be vacated is no longer needed for the use of the public, and its maintenance at the public's expense is no longer justified.

Budget Impact:

Recommendation: At its meeting on January 11, the Planning and Zoning Commission reviewed this request and recommended the vacation be approved with the condition that a Public Utility Easement be granted to the City prior to the vacation being executed. The report submitted to the Planning and Zoning Commission, as well as the application, are attached to this memo.

Attachments:

1. 1- Staff Report_Alley Vacation
2. 2- Application



Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9430 • comdev@indianolaiowa.gov

Staff Report

Planning and Zoning Commission

Date of Meeting: January 11, 2022

Agenda Item: 7. A. Consider request from Cheryl Taylor for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

Application Type: Right-of-Way Vacation

Applicant: Cheryl Taylor

Application Summary: Request for vacation and conveyance of portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

137.01 POWER TO VACATE. When, in the judgment of the Council, it would be in the best interest of the City to vacate a street, alley, portion thereof or any public grounds, the Council may do so by ordinance in accordance with the provisions of this chapter.

137.02 PLANNING AND ZONING COMMISSION. Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Planning and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.

137.03 NOTICE OF VACATION HEARING. The Council shall cause to be published a notice of public hearing of the time at which the proposal to vacate shall be considered.

137.04 FINDINGS REQUIRED. No street, alley, portion thereof or any public grounds shall be vacated unless the Council finds that:

1. Public Use. The street, alley, portion thereof or any public ground proposed to be vacated is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified.
2. Abutting Property. The proposed vacation will not deny owners of property abutting on the street or alley reasonable access to their property.

137.05 DISPOSAL OF VACATED STREETS OR ALLEYS. When in the judgment of the Council it would be in the best interest of the City to dispose of a vacated street or alley, portion thereof or public ground, the Council may do so in accordance with the provisions of Section 364.7, Code of Iowa.

ANALYSIS

The alley proposed to be vacated is an improved alley that currently sits between ground that is owned by the applicant on the west side, and Roth & Sons Services LC on the east side. Both property owners have agreed to the vacation. There are currently no public utilities located in this alley; however, IMU has requested a public utility easement be granted prior to a vacation in the event they will need to bore utilities underground in this area.

As all landowners have agreed to the vacation and there are no public utilities located in the alley, the alley proposed to be vacated is no longer needed for the use of the public, and its maintenance at the public's expense is no longer justified.

ALTERNATIVES

The City of Indianola Planning and Zoning Commission may consider the following alternatives:

- 1) The City of Indianola Planning and Zoning Commission recommends the right-of-way vacation request be approved, as submitted.
- 2) The City of Indianola Planning and Zoning Commission recommends the right-of-way vacation request be approved, with conditions.
- 3) The City of Indianola Planning and Zoning Commission recommends the right-of-way vacation request be denied.
- 4) The City of Indianola Planning and Zoning Commission remands the right-of-way vacation request, back to the applicant and/or staff for further review and/or modifications and directs staff to place this item on a future Planning and Zoning agenda.

RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 2, approving the right-of-way vacation request with the condition that a Public Utility Easement be granted to the City prior to the vacation being executed.

Alley Vacation



VACATION APPLICATION		Community Development 110 North 1 st Street, Indianola, Iowa 50125-0299 (515) 961-9430 • comdev@indianola-ia.gov	
PROPERTY OWNER (Last Name) <u>Taylor</u> (First Name) <u>Cheryl</u> (Address) <u>1004 W. 1st Avenue</u> (City) <u>Indianola</u> (State) <u>IA</u> (Zip) <u>50125</u> (Phone) <u>515-782-1901</u> (mail) <u>Cheryl.jessica@vchc.com</u>		APPLICANT (if not Property Owner) <u>Otherside of Alley</u> (Last Name) _____ (First Name) _____ (Address) _____ (City) _____ (State) _____ (Zip) _____ (Phone) _____ (Email) _____	
☒ ALLEY Submittal Requirements: All submittal requirements must be completed. Incomplete applications will not be considered ☐ Completed Application ☐ Filing Fee: \$200 ☒ Legal description of proposed vacated area ☒ Site plan identifying vacated area ☐ List of property owners adjacent to proposed vacated area ☐ Letters from each adjacent property owner indicating their intent ☐ Other Information as required by Director	☐ EASEMENT Submittal Requirements: All submittal requirements must be completed. Incomplete applications will not be considered ☐ Completed Application ☐ Filing Fee: \$200 ☐ Legal description of proposed vacated area ☐ Site plan identifying vacated area ☐ List of property owners within proposed vacated area ☐ Letters from each property owner indicating their intent ☐ Other Information as required by Director	☐ STREET Submittal Requirements: All submittal requirements must be completed. Incomplete applications will not be considered ☐ Completed Application ☐ Filing Fee: \$200 ☐ Legal description of proposed vacated area ☐ Site plan identifying vacated area ☐ List of property owners adjacent to proposed vacated area ☐ Letters from each adjacent property owner indicating their intent ☐ Other Information as required by Director	
I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application, I am acting with the knowledge, consent and authority of the owner(s) of the property. Pursuant to said authority, I hereby permit City officials to enter upon the property for the purpose of inspection related to this application. Signature <u>Cheryl Taylor</u> Name (printed) <u>Cheryl Taylor</u> Date <u>11-15-21</u>		FOR OFFICE USE ONLY: Code to 45510 Date Received: _____ Receipt No.: _____ Receipt Amount: _____	



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Public Hearing regarding an application for a right-of-way vacation and conveyance of the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: February 7, 2022

Subject: First consideration of an ordinance vacating the portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windles Addition to Indianola, Warren County, Iowa.

Recommendation: Roll call is in order.

Attachments: 1. ORDINANCE_Taylor Vacation

ORDINANCE NO. 2022 - _____

AN ORDINANCE VACATING A PORTION OF THE NORTH/SOUTH ALLEY THAT LIES WEST OF LOT 14 OF THE PLAT OF JONES AND WINDLES ADDITION TO INDIANOLA, WARREN COUNTY, IOWA

WHEREAS, on the 7th day of February, 2022, 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 Lot 14 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 Lot 14 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 _____, 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: February 7, 2022

Subject: Right-of-way vacation and conveyance of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola.

Introduction:

Background: At its February 7 meeting, the City Council will hold a public hearing regarding the right-of-way vacation and conveyance of an alley. The alley proposed to be vacated is an improved alley that currently sits between ground that is owned by Danny and Linda M Hiller on the west side, and Gregory H and Laura A Avitt on the east side.

Discussion: This portion of the alley is requested to be vacated as part of the electrical undergrounding project that is being done by Indianola Municipal Utilities (IMU) in conjunction with the Downtown Reconstruction Project by the City. IMU's project will require that electrical equipment be placed above ground. IMU has attempted to secure easements for this equipment on private property but has been unsuccessful. As such, an alley location is necessary for this equipment.

The existing east/west alley is not a viable option due to the amount of traffic involved for the businesses upon the Square. The portion of the existing vacated north/south alley to the south of this proposed location was considered, but from an aesthetical standpoint of the Square, staff does not feel this is the best option.

While a small portion of this alley is proposed to be vacated, the City would maintain ownership. Such a vacation will still provide access to the remainder of the alley from Boston Avenue for the adjoining property owners. Those adjoining property owners would also have access to the east/west alley as their properties adjoin that alley. The main impact here would be on the general public as they would no longer be able to access the east/west alley from Boston Avenue.

As all landowners would still have adequate access to their properties, and the public will still have access to the east/west alley from both Buxton Street and Howard Street, the alley proposed to be vacated is no longer needed for the use of the public, and its maintenance at the public's expense is no longer justified.

Budget Impact:

Recommendation: At its meeting on January 11, the Planning and Zoning Commission reviewed this request and recommended the vacation be approved. The report submitted to the Planning and Zoning Commission is attached to this memo.

- Attachments:**
1. 1- Staff Report_Alley Vacation
 2. 2- Equipment in north alley



Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9430 • comdev@indianolaiowa.gov

Staff Report

Planning and Zoning Commission

Date of Meeting: January 11, 2022

Agenda Item: 7. B. Consider request from the City of Indianola/Indianola Municipal Utilities for a right-of-way vacation and conveyance of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.

Application Type: Right-of-Way Vacation

Applicant: Indianola Municipal Utilities

Application Summary: Request for vacation and conveyance of the south 18' of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

137.01 POWER TO VACATE. When, in the judgment of the Council, it would be in the best interest of the City to vacate a street, alley, portion thereof or any public grounds, the Council may do so by ordinance in accordance with the provisions of this chapter.

137.02 PLANNING AND ZONING COMMISSION. Any proposal to vacate a street, alley, portion thereof or any public grounds shall be referred by the Council to the Planning and Zoning Commission for its study and recommendation prior to further consideration by the Council. The Commission shall submit a written report including recommendations to the Council within thirty (30) days after the date the proposed vacation is referred to the Commission.

137.03 NOTICE OF VACATION HEARING. The Council shall cause to be published a notice of public hearing of the time at which the proposal to vacate shall be considered.

137.04 FINDINGS REQUIRED. No street, alley, portion thereof or any public grounds shall be vacated unless the Council finds that:

1. Public Use. The street, alley, portion thereof or any public ground proposed to be vacated is not needed for the use of the public, and therefore, its maintenance at public expense is no longer justified.
2. Abutting Property. The proposed vacation will not deny owners of property abutting on the street or alley reasonable access to their property.

137.05 DISPOSAL OF VACATED STREETS OR ALLEYS. When in the judgment of the Council it would be in the best interest of the City to dispose of a vacated street or alley, portion thereof or public ground, the Council may do so in accordance with the provisions of Section 364.7, Code of Iowa.

ANALYSIS

The alley proposed to be vacated is an improved alley that currently sits between ground that is owned by Danny and Linda M Hiller on the west side, and Gregory H and Laura A Avitt on the east side. This portion of the alley is requested to be vacated as part of the electrical undergrounding project that is being done by Indianola Municipal Utilities (IMU) in conjunction with the Downtown Reconstruction Project by the City. IMU's project will require that electrical equipment be placed above ground. IMU has attempted to secure easements for this equipment on private property but has been unsuccessful. As such, an alley location is necessary for this equipment. The existing east/west alley is not a viable option due to the amount of traffic involved for the businesses upon the Square. The portion of the existing vacated north/south alley to the south of this proposed location was considered, but from an aesthetical standpoint to the Square, staff does not feel this is the best option.

While a small portion of this alley is proposed to be vacated, the City would maintain ownership. Such a vacation will still provide access to the remainder of the alley from Boston Avenue for the adjoining property owners. Those adjoining property owners would also have access to the east/west alley as their properties adjoin that alley. The main impact here would be to the general public as they would no longer be able to access the east/west alley from Boston Avenue.

As all landowners would still have adequate access to their properties, and the public will still have access to the east/west alley from both Buxton Street and Howard Street, the alley proposed to be vacated is no longer needed for the use of the public, and its maintenance at the public's expense is no longer justified.

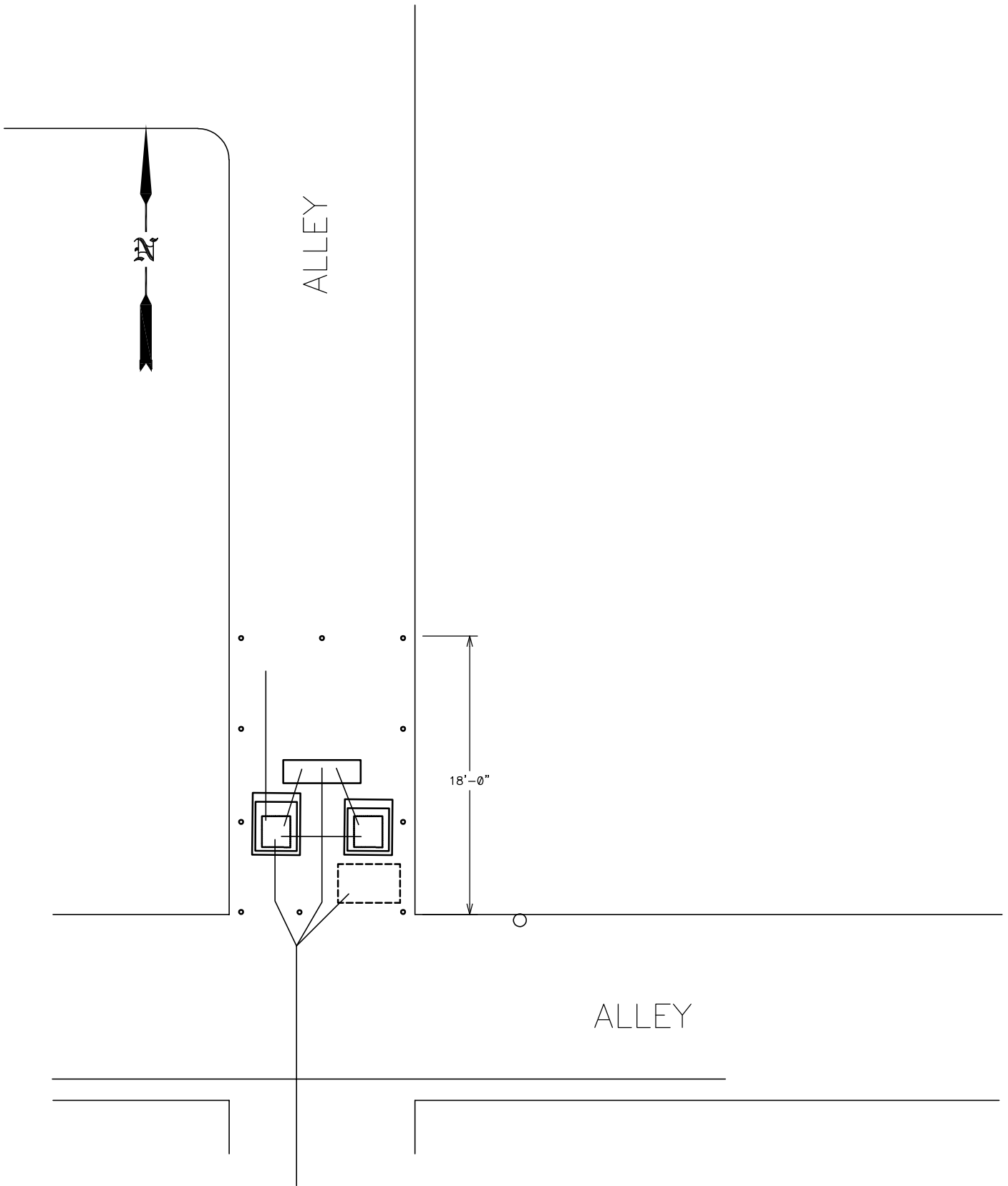
ALTERNATIVES

The City of Indianola Planning and Zoning Commission may consider the following alternatives:

- 1) The City of Indianola Planning and Zoning Commission recommends of the right-of-way vacation request be approved, as submitted.
- 2) The City of Indianola Planning and Zoning Commission recommends the right-of-way vacation request be approved, with conditions.
- 3) The City of Indianola Planning and Zoning Commission recommends the right-of-way vacation request be denied.
- 4) The City of Indianola Planning and Zoning Commission remands the right-of-way vacation request, back to the applicant and/or staff for further review and/or modifications and directs staff to place this item on a future Planning and Zoning agenda.

RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 1, approving the right-of-way vacation request as requested.





MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Public Hearing regarding an application for a right-of-way vacation and conveyance of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: First consideration of an ordinance vacating of a portion of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of Indianola, Warren County, Iowa.

Recommendation: Roll call is in order.

Attachments: 1. ORDINANCE_IMU Vacation

ORDINANCE NO. 2022 - _____

**AN ORDINANCE VACATING A PORTION OF THE NORTH/SOUTH ALLEY THAT LIES BETWEEN
LOTS 5 AND 6 IN BLOCK 8 OF THE ORIGINAL TOWN PLAN OF INDIANOLA, WARREN COUNTY,
IOWA**

WHEREAS, on the 7th day of February, 2022, 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 south 18' of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of 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 south 18' of the north/south alley that lies between Lots 5 and 6 in Block 8 of the Original Town Plan of 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 _____, 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: February 7, 2022

Subject: 2110 Country Club Road

Introduction:

Background: The request is to rezone a parcel located at 2110 Country Club Road which is currently located in the A-1 Agricultural / Open Space Zoning District to the R-1 Single-Family Residential Detached Zoning District. On December 21, 2021, the property owner applied for rezoning of the subject property. This application was presented to the City Council at its meeting on January 3, 2022, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration.

Discussion: The previous use of this property was an electrical substation for IMU which has been abandoned for several years. The property owner intended to demolish the existing building on the site which used to house this substation. The proposed rezoning is being requested to facilitate the construction of a single-family dwelling. This existing accessory structure, which was built in 1980 and sits on 0.27 acres of land, was previously used as an equipment building.

To the North of the property is an existing single-family dwelling built in 1993 which sits on 0.47 acres of land. To the East and South is the Indianola Country Club Golf Course. To the West is the Heritage Hills Planned Unit Development (PUD) which consists of single-family attached dwelling units.

According to the future land use map in the Indianola Comprehensive Plan, this property's designated future use is Parks and Recreation. However, the existing single-family to the north and the existing two-family dwellings that exist to the west of this property are designated on the future land use map as low density residential. As the Commission is aware, boundary lines on the future land use map are not meant to be fixed. In this instance, as there is a golf course to the east and south, residential uses to the north and west, and since there is no future park planned on this property, a rezoning that matches the low-density residential designation would be appropriate.

There is a 12" gravity sewer main on the west side of Country Club Road, and an 8" PVC water main on the east side of County Club Road, both of which can service this property. A notification sign was placed on this property and notification letters were sent out to property owners within 200' on December 30, 2021.

Budget Impact:

Recommendation: On January 11, the City of Indianola Planning and Zoning Commission recommended the rezoning request be approved, as submitted.

- Attachments:**
1. 1- Staff Report_Rezoning
 2. 2- 2100 Country Club Rd.-REZONING_0001



Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9430 • comdev@indianolaiowa.gov

Staff Report

Planning and Zoning Commission

Date of Meeting: January 11, 2022

Agenda Item: 7.C. Consider request from Kevin Halterman to rezone property located at 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Application Type: Rezoning

Applicant: Kevin Halterman

Property Owner: Kevin and Cheryl Halterman

Current Zoning: A-1 Agricultural / Open Space Zoning District

Comprehensive Plan Designation: Low Density Residential

Application Summary: Request to rezone a parcel located at 2110 Country Club Road which is currently located in the A-1 Agricultural / Open Space Zoning District to the R-1 Single-Family Residential Detached Zoning District.

AERIAL MAP



APPLICABLE CODE SECTIONS

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

165.02(5). AMENDMENTS

The City Council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after report by the Zoning Commission, amend, supplement, or change the boundaries or regulations herein or subsequently established, and such amendment shall not become effective except by the favorable vote of a majority of all the members of the Council. The procedures for amendment are as follows:

A. Request by Petition

Whenever any person desires that any amendment, or change be made in the Zoning Ordinance, including the text and/or map, as to any property covered by the Zoning Ordinance, and there is presented to the Council a petition requesting such change or amendment and clearly describing the property and its boundaries as to which the change or amendment is desired, duly signed by the owners of fifty percent (50%) of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of fifty percent (50%) of the area of all real estate lying outside of said tract but within two hundred (200) feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such two hundred (200) feet, it is the duty of the Council to receive and refer the request to the Zoning Commission for its review and consideration at a duly noticed public meeting in accordance to the Commission's rules of procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action.

B. City Council Referral

The owner of a property may submit a written request to the Zoning Administrator for their property to be rezoned. If the requested rezoning is not consistent with the adopted Comprehensive Plan, the property owner

may further request the Comprehensive Plan be amended as part of the requested rezoning. The Zoning Administrator will then present this request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action. The City Council may further by motion forward their own request to the Zoning Commission to review and consider an amendment to the adopted Comprehensive Plan, the rezoning of a given property or properties, or amendments to the zoning regulations.

C. Zoning Commission Disapproval or Protest Petition

In case the proposed amendment, supplement or change is disapproved by the Zoning Commission, or a protest is presented duly signed by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of those immediately adjacent in the rear thereof, extending the depth of one lot or not to exceed two hundred (200) feet therefrom, or of those directly opposite thereto, extending the depth of one lot or not to exceed two hundred (200) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of at least three-fourths (¾) of all members of the Council. Whenever any petition for amendment, supplement or change of the zoning districts or regulations herein contained or subsequently established has been denied by the Council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the Council until one year shall have elapsed from the date of filing of the first petition.

D. Public Hearing Noticing

Not less than seven nor more than 20 days' notice of the time and place of the City Council hearing to consider any proposed amendment or change in the Zoning Ordinance or zoning district boundaries shall be published in a newspaper having general circulation in the City. The Commission shall not make any recommendation to the Council on an amendment to any zoning district boundaries until a sign 18 inches by 24 inches indicating the amendment requested has been prepared and posted by the City in a visible location on the premises for a period of 10 days. Notice of the Commission meeting shall be mailed by first class mail 10 days prior to the meeting to all property owners within 200 feet of the boundary of the property requesting an amendment to its zoning district boundaries.

ANALYSIS

On December 21, 2021, the property owner applied for rezoning of the subject property. This application was presented to the City Council at its meeting on January 3, 2022, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration.

The previous use of this property was an electrical substation for IMU which has been abandoned for several years. The property owner intended to demolish the existing building on site which used to house this substation. The proposed rezoning is being requested to facilitate the construction of a single-family dwelling. This existing accessory structure, which was built in 1980 and sits on 0.27 acres of land, was previously used as an equipment building.

To the North of the property is an existing single-family dwelling built in 1993 which sits on 0.47 acres of land. To the East and South is the Indianola Country Club Golf Course. To the West is the Heritage Hills Planned Unit Development (PUD) which consists of single-family attached dwelling units.

According to the future land use map in the Indianola Comprehensive Plan, this property's designated future use is Parks and Recreation. However, the existing single-family to the north and the existing two-family dwellings that exist to the west of this property are designated on the future land use map as low density residential. As the Commission is aware, boundary lines on the future land use map are not meant to be fixed. In this instance, as there is a golf course to the east and south, residential uses to the north and west, and since there is no future park planned on this property, a rezoning that matches the low-density residential designation would be appropriate.

There is a 12" gravity sewer main on the west side of Country Club Road, and an 8" PVC water main on the east side of County Club Road, both of which can service this property. A notification sign was placed on this property and notification letters were sent out to property owners within 200' on December 30, 2021.

ALTERNATIVES

The City of Indianola Planning and Zoning Commission may consider the following alternatives:

- 1) The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, as submitted.
- 2) The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, with conditions.
- 3) The City of Indianola Planning and Zoning Commission recommends the rezoning request be denied.
- 4) The City of Indianola Planning and Zoning Commission remands the rezoning request, back to the applicant and/or staff for further review and/or modifications and directs staff to place this item on a future Planning and Zoning agenda.

RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 1, approving the rezoning request as submitted.

LAND USE CHANGE APPLICATION

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



PROPERTY OWNER

(Last Name) Kevin
(First Name) Halterman
(Address) 1109 Ann Pkwy
(City) Indianola (State) IA (Zip) 50125
(Phone) 515-240-5743 (Email) kevinh@mybankpsb.com

APPLICANT (if not Property Owner)

(Last Name) _____
(First Name) _____
(Address) _____
(City) _____ (State) _____ (Zip) _____



COMPREHENSIVE PLAN AMENDMENT

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Property Address: _____
- ☐ Filing Fee: \$225
- ☐ Current Designation: _____ Proposed Designation: _____
- ☐ A plat showing the locations, dimensions and use of the property and all property within two hundred (200) feet thereof, including streets and other physical features
- ☐ Written justification for proposed amendment
- ☐ Other Information as required by Director



REZONING

Submittal Requirements:

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

- ☒ Completed Application
- ☒ Property Address: 2210 Country Club Rd, Indianola
- ☒ Filing Fee: \$250
- ☒ Current Zoning: A-1 Proposed Zoning: R-1
- ☒ Legal description (electronic in word format)
- ☒ All items as required by Section 165.02(5) of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owner(s) of the property. Pursuant to said authority, I hereby permit City officials to enter upon the property for the purpose of inspection related to this application.

Signature

Name (printed) Kevin D Halterman

Date 12-21-21

FOR OFFICE USE ONLY: Code to 45989 (Rezoning)
45681 (Comp Plan)

Date Received: _____

Receipt No: _____

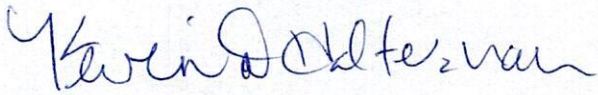
Receipt Amount: _____

December 20, 2021

Attached is an application to rezone 2210 Country Club Rd, Indianola from A-1 to R-1. It is my intent to construct a new home on the parcel for my personal residence.

Thank you for the consideration and call with any questions.

Respectfully submitted,

A handwritten signature in blue ink that reads "Kevin D Halterman". The signature is written in a cursive, flowing style.

Kevin D Halterman

Legal Description

The North 70 feet of the West 165 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, except road right of way.

Commonly know as 2210 Country Club Rd, Indianola, IA



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Public Hearing regarding an application to rezone property located at 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: First consideration of an ordinance to rezone property located at 2110 Country Club Road from A-1 (Agricultural Zoning District) to R-1 (Single-Family Residential Detached Zoning District).

Recommendation: Roll call is in order.

Attachments: 1. 2210 Country Club REZONING 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 ZONING DISTRICT TO THE R-1 SINGLE-FAMILY RESIDENTIAL DETACHED 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 Zoning District to the R-1, Single-Family Residential Detached Zoning District for real property located at 2110 Country Club Road and legally described as the North 70 feet of the West 165 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, except road right-of-way.

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 Zoning District to the R-1, Single-Family Residential Detached Zoning District for real property located at 2110 Country Club Road and legally described as the North 70 feet of the West 165 feet of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 13, Township 76 North, Range 24 West of the 5th P.M., Warren County, Iowa, except road right-of-way.

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 _____ 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading:

Second reading:

Third reading:

Publication Date:



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: February 7, 2022

Subject: Rezoning of 60 acres of property

Introduction:

Background: The request is to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from the property from the M-1 (Limited Industrial Zoning District) to the M-2 (General Industrial Zoning District). On December 22, 2021, the property owner applied for rezoning of the subject property. This application was presented to the City Council at its meeting on January 3, 2021, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration.

Discussion: The proposed rezoning is being requested to allow for outdoor storage. The four (4) parcels are currently in row-crop production. To the north of the property are two (2) parcels. One is currently in row crop production and the other consists of a single-family dwelling built in 1993. To the East exists two (2) parcels that are currently in row crop production. To the south exists one parcel which is both in row crop production and also contains a training facility for the Missouri Valley Line Constructors Apprenticeship Training Program, which provides training for outside electrical construction work. This facility has an outdoor pole yard. To the West exists six (6) parcels. One is currently in row crop production, two are office uses and the remaining three are industrial.

According to the Comprehensive Plan, the area's future land use is designated as industrial. Rezoning the property from M-1 Limited Industrial Zoning to M-2 General Industrial Zoning would permit outdoor storage for items related to construction sales and services or outdoor vehicle storage.

There are currently no utilities extended to this property. However, the City is working with the property owner to investigate various options for getting utilities extended to this property from the intersection of East Hillcrest Avenue and North 14th Street, which is approximately 700' from this property's western edge.

A notification sign was placed on this property and notification letters were sent out to property owners within 200' on December 30, 2021.

Budget Impact:

Recommendation: On January 11, the City of Indianola Planning and Zoning Commission recommended the rezoning request be approved, as submitted.

- Attachments:**
1. 1- Staff Report_Rezoning
 2. 2- Rezoning-and-Comprehensive-Plan-Amendment
 3. 3- Image_007



Community Development

110 N. First St., Indianola, IA 50125-0299 • www.indianolaiowa.gov
515-961-9430 • comdev@indianolaiowa.gov

Staff Report

Planning and Zoning Commission

Date of Meeting: January 11, 2022

Agenda Item: 7.D. Consider request from Indianola Industrial Park LLC to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).

Application Type: Rezoning

Applicant: Britt Sternquist

Property Owner: Indianola Industrial Park LLC

Current Zoning: M-1 Limited Industrial Zoning District

Comprehensive Plan Designation: Industrial

Application Summary: Request to rezone the property from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).

AERIAL MAP



APPLICABLE CODE SECTIONS

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

165.02(5). AMENDMENTS

The City Council may, from time to time, on its own action or on petition, after public notice and hearings as provided by law, and after report by the Zoning Commission, amend, supplement, or change the boundaries or regulations herein or subsequently established, and such amendment shall not become effective except by the favorable vote of a majority of all the members of the Council. The procedures for amendment are as follows:

A. Request by Petition

Whenever any person desires that any amendment, or change be made in the Zoning Ordinance, including the text and/or map, as to any property covered by the Zoning Ordinance, and there is presented to the Council a petition requesting such change or amendment and clearly describing the property and its boundaries as to which the change or amendment is desired, duly signed by the owners of fifty percent (50%) of the area of all real estate included within the boundaries of said tract as described in said petition, and in addition, duly signed by the owners of fifty percent (50%) of the area of all real estate lying outside of said tract but within two hundred (200) feet of the boundaries thereof, and intervening streets and alleys not to be included in computing such two hundred (200) feet, it is the duty of the Council to receive and refer the request to the Zoning Commission for its review and consideration at a duly noticed public meeting in accordance to the Commission's rules of procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action.

B. City Council Referral

The owner of a property may submit a written request to the Zoning Administrator for their property to be rezoned. If the requested rezoning is not consistent with the adopted Comprehensive Plan, the property owner may further request the Comprehensive Plan be amended as part of the requested rezoning. The Zoning

Administrator will then present this request to the City Council, who, at their discretion, may adopt a motion to refer the request to the Zoning Commission for consideration at a duly noticed public meeting in accordance with their procedures and the noticing requirements contained herein. The findings and recommendations of the Zoning Commission shall then be forwarded to the City Council for consideration and action. The City Council may further by motion forward their own request to the Zoning Commission to review and consider an amendment to the adopted Comprehensive Plan, the rezoning of a given property or properties, or amendments to the zoning regulations.

C. Zoning Commission Disapproval or Protest Petition

In case the proposed amendment, supplement or change is disapproved by the Zoning Commission, or a protest is presented duly signed by the owners of twenty percent (20%) or more either of the area of the lots included in such proposed change, or of those immediately adjacent in the rear thereof, extending the depth of one lot or not to exceed two hundred (200) feet therefrom, or of those directly opposite thereto, extending the depth of one lot or not to exceed two hundred (200) feet from the street frontage of such opposite lots, such amendment shall not become effective except by the favorable vote of at least three-fourths (¾) of all members of the Council. Whenever any petition for amendment, supplement or change of the zoning districts or regulations herein contained or subsequently established has been denied by the Council, then no new petition covering the same property or the same property and additional property shall be filed with or considered by the Council until one year shall have elapsed from the date of filing of the first petition.

D. Public Hearing Noticing

Not less than seven nor more than 20 days' notice of the time and place of the City Council hearing to consider any proposed amendment or change in the Zoning Ordinance or zoning district boundaries shall be published in a newspaper having general circulation in the City. The Commission shall not make any recommendation to the Council on an amendment to any zoning district boundaries until a sign 18 inches by 24 inches indicating the amendment requested has been prepared and posted by the City in a visible location on the premises for a period of 10 days. Notice of the Commission meeting shall be mailed by first class mail 10 days prior to the meeting to all property owners within 200 feet of the boundary of the property requesting an amendment to its zoning district boundaries.

ANALYSIS

On December 22, 2021, the property owner applied for rezoning of the subject property. This application was presented to the City Council at its meeting on January 3, 2021, where the City Council adopted a resolution to refer the request to the Zoning Commission for consideration.

The proposed rezoning is being requested to allow for outdoor storage. The four (4) parcels are currently in row-crop production. To the North of the property are two (2) parcels. One is currently in row crop production and the other consists of a single-family dwelling built in 1993. To the East exists two (2) parcels that are currently in row crop production. To the South exists one parcel which is both in row crop production and also contains a training facility for the Missouri Valley Line Constructors Apprenticeship Training Program which provides training for outside electrical construction work. This facility contains an outdoor pole yard. To the West exists six (6) parcels. One is currently in row crop production, two are office uses and the remaining three are industrial.

According to the Comprehensive Plan, the area's future land use is designated as industrial. Rezoning the property from M-1 Limited Industrial Zoning to M-2 General Industrial Zoning would permit outdoor storage for items related to construction sales and services or outdoor vehicle storage.

There are currently no utilities extended to this property. However, the City is working with the property owner to investigate various options on getting utilities extended to this property from the intersection of East Hillcrest Avenue and North 14th Street, which is approximately 700' from this property's western edge.

A notification sign was placed on this property and notification letters were sent out to property owners within 200' on December 30, 2021.

ALTERNATIVES

The City of Indianola Planning and Zoning Commission may consider the following alternatives:

- 1) The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, as submitted.
- 2) The City of Indianola Planning and Zoning Commission recommends the rezoning request be approved, with conditions.
- 3) The City of Indianola Planning and Zoning Commission recommends the rezoning request be denied.
- 4) The City of Indianola Planning and Zoning Commission remands the rezoning request, back to the applicant and/or staff for further review and/or modifications and directs staff to place this item on a future Planning and Zoning agenda.

RECOMMENDATION

Staff recommends that the City of Indianola Planning and Zoning Commission move alternative 1, approving the rezoning request as submitted.

LAND USE CHANGE APPLICATION

Community Development

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



PROPERTY OWNER

(Last Name) Indianola Industrial Park LLC
(First Name) _____
(Address) 1110 N.14th St.
(City) Indianola (State) IA (Zip) 50125
(Phone) 515-975-6954 (Email) bsternquist@sternquistconstruction.com

APPLICANT (if not Property Owner)

(Last Name) _____
(First Name) _____
(Address) _____
(City) _____ (State) _____ (Zip) _____

☐ COMPREHENSIVE PLAN AMENDMENT

Submittal Requirements:

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

- ☐ Completed Application
- ☐ Property Address: The West 60 Acres of the W ½ of the NW ¼ of Section 20, Township 76 North, Range 23 West of the 5th Pl
- ☐ Filing Fee: \$225
- ☐ Current Designation: _____ Proposed Designation: _____
- ☐ A plat showing the locations, dimensions and use of the property and all property within two hundred (200) feet thereof, including streets and other physical features
- ☐ Written justification for proposed amendment
- ☐ Other Information as required by Director

☒ REZONING

Submittal Requirements:

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

- ☒ Completed Application
- ☐ Property Address: _____
- ☐ Filing Fee: \$250
- ☒ Current Zoning: M-1 Proposed Zoning: M-2
- ☒ Legal description (electronic in word format)
- ☐ All items as required by Section 165.02(5) of the Code of Ordinances of Indianola, Iowa
- ☐ Other Information as required by Director

I certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owner(s) of the property. Pursuant to said authority, I hereby permit City officials to enter upon the property for the purpose of inspection related to this application.

Signature Britt Sternquist Digitally signed by Britt Sternquist
Date: 2021.12.22 08:44:14 -06'00'

Name (printed) Britt Sternquist Date 12-22-2021

FOR OFFICE USE ONLY: Code to 45989 (Rezoning)
45681 (Comp Plan)

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



CONCRETE PAVING

PAVING FOR THE FUTURE

RECYCLED AGGREGATES

To Whom it May Concern,

*Re: The West 60 Acres of the W ½ of the NW ¼ of Section 20, Township 76 North, Range 23 West of the 5th PM,
Warren County Iowa.*

I am requesting the rezoning of the property described above be rezoned from M1 to M2. My plan is to develop the property into an industrial park development and relocate our existing business to the new site. With our concrete and asphalt recycling operation we will need M2 zoning for our crushing plant.

Regards,

*Britt Sternquist
Indianola Industrial Park LLC*



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Public Hearing regarding an application to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).

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

Attachments: None



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: First consideration of an ordinance to rezone 60 acres of property generally located southwest of the intersection of East Hillcrest Avenue and 143rd Street from M-1 (Limited Industrial Zoning District) to M-2 (General Industrial Zoning District).

Recommendation: Roll call is in order.

Attachments: 1. Sternquist REZONING ORDINANCE

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF INDIANOLA, IOWA, FOR CHANGE OF ZONING DISTRICT BOUNDARIES FROM THE M-1 LIMITED INDUSTRIAL ZONING DISTRICT TO THE M-2 GENERAL INDUSTRIAL ZONING DISTRICT.

WHEREAS, the City Council of the City of Indianola, Iowa, deems it necessary and proper to amend the zoning from the M-1, Limited Industrial Zoning District to M-2, General Industrial Zoning District for real property legally described as the West 60 Acres of the W ½ of the NW ¼ of Section 20, Township 76 North, Range 23 West of the 5th PM, Warren County Iowa;

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

Section 1: That the zoning is amended from the M-1, Limited Industrial Zoning District to M-2, General Industrial Zoning District for real property legally described as the West 60 Acres of the W ½ of the NW ¼ of Section 20, Township 76 North, Range 23 West of the 5th PM, Warren County Iowa.

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

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

PASSED AND APPROVED this _____ day of _____ 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

First reading:

Second reading:

Third reading:

Publication Date:



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: CANCELLED - Public Hearing and consideration of the proposed plans, specs, form of contract and estimate of cost for the City Downtown Monument Project.

Recommendation:

Attachments: None



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: February 7, 2022
Subject: Resolution approving Payment Application No. 6 and Change Order No. 1 for the South Plant Lift Station Improvement Project.

Introduction: Vanderpool Construction has submitted Change Order No. 1 and Payment Application No. 6 for the South Plant Lift Station Project.

Background: Vanderpool Construction has been working on equipment improvements for the South Plant Lift Station. Eight-six percent of the contract has been paid as of this pay application.

Discussion: The change order includes an extension of the influent sewer in the amount of \$3,220 and replacement of the existing chain link entrance gate in the amount of \$2,868.40. There will be no change in contract time for these changes. The change order will be included in a future payment application.

This payment application includes chopper pumps, EQ Return Manhole, EQ Return gravity sewer, garage drain sewer, sewer cleanout, discharge force main, electrical & controls, guardrail, chain link fence & gate, river rock, pipe plugging, demolition, along with PCO #1 and PCO #2 from Change Order #1.

Budget Impact: Payment Application No. 6 is \$118,605.98.
The Change Order will increase the contract price by \$6,088.40.

Recommendation: HG Green and City staff have reviewed and recommend approval and payment.

Roll call is in order.

Attachments:

1. Res 2022- Approve South Plant Lift Station PA6 and CO1
2. CO1-012822-Change Order 01
3. ltr-012822-S.PlantLS_Vanderpool_Pay_Request6

City of Indianola
RESOLUTION NO 2021-

**RESOLUTION APPROVING PAY APPLICATION NO. 6 AND CHANGE ORDER NO. 1
FOR THE SOUTH PLANT LIFT STATION IMPROVEMENTS PROJECT**

WHEREAS, the City of Indianola is currently under obligation of a construction contract with Vanderpool Construction for the South Plant Lift Station Improvements Project (will be known as the “Project”); and

WHEREAS, the scope of work associated with this project is primarily to upgrade the equipment at the lift station; and

WHEREAS, additional labor and materials are needed on the project as described on the attached Change Order No. 1; and

WHEREAS, Vanderpool Construction has submitted Pay Application No. 6 as described on the attached application; and

WHEREAS, the City Council now deems it appropriate to approve Pay Application No. 6 and Change Order No. 1 as attached.

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

1. Change Order No. 1 to increase the contract amount by \$6,088.40 is hereby approved
2. Pay Application No. 3 in the amount of \$118,605.98 shall be paid
3. Mayor and City Clerk are hereby authorized to sign the documents on behalf of the City of Indianola

Approved this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Andrew J. Lent, City Clerk/CFO



HRGreen

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

(515) 278-2913 Fax (515) 278-1846

CO No. 01

Change Order

Distribution:			
Contractor	☒		Field ☐
Owner	☒	Other _____	☐
Engineer	☒	Other _____	☐

South Plant Lift Station Improvements Indianola, Iowa	Date Issued	January 28, 2022
	Project No.	201161
Vanderpool Construction 1100 N 14th St. Indianola, IA 50125	Contract Date	3/11/2021
	Notice to Proceed Date	4/1/2021
This Change Order No. 1 includes items 1-2 as defined in the attached summary and attachments. The net change by this Change Order No. 1 includes an increase in Contract Price of \$6,088.40.		
	Contract Price	Final Completion
Original Contractual Limit	\$966,000.00	November 30, 2021
Net Change by previously-authorized Change Order(s)	NA	NA
The Contractual limit prior to this Change Order	\$966,000.00	November 30, 2021
The Contract will be adjusted by this Change Order in the amount of	\$6,088.40	0 days
The new Contractual limit including this Change Order will be	\$972,088.40	November 30, 2021

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER		
Contractor Vanderpool Construction, Inc.	Owner's Representative HR Green, Inc.	Owner City of Indianola, Iowa
By	By <i>Joseph Frankl</i>	By
Date:	Date: <u>1/28/2022</u>	Date:

Summary of Change Order No. 1 Items

Item 1 – Extension of influent sewer. Influent sewer needed to be extended further north in order to couple onto the existing sewer upstream of a bend fitting. Includes additional 33 LF of 12" solid wall PVC influent sewer, and removal of a portion of the existing sanitary sewer to accommodate new sewer alignment as identified in Proposed Change Order CO1-Rev. The scope of change is reflected in Field Order FO-01. Costs reflect actual time, equipment, and material required.

Total cost to project **\$ 3,220.00**

Item 2 – Replace chain link entrance gate. The existing chain link gate at the entrance to the South Plant site (west of bridge) had fallen into disrepair and needed replacement. This change item is for installation of a new 18-feet wide entrance gate and replacement of section of existing chain link fence adjacent to the gate as identified in Proposed Change Order CO2. This change was requested and documented in Request for Proposal RFP 001.

Total cost to project **\$ 2,868.40**

Total change in contract price for Change Order No. 1 \$6,088.40

Total change in contract time for Change Order No. 1 0 days



CHANGE ORDER

1100 N 14th Street
 INDIANOLA, IA 50125-1506
 PH: 515-961-4682 FX: 515-961-8813
 www.vanderpoolinc.com

Number 1 REV

TO City of Indianola

110 N. 1st Street

Indianola, IA 50125

DATE 1/25/2022	JOB NO. 21-003
JOB NAME/LOCATION: South Plant Lift Station - Indianola, IA	
ATTN: Joe Frankl	
CONTRACT NO.	CONTRACT DATE 3/11/2021

WE AGREE hereby to make change(s) specified below:

Pricing for additional work detailed in Field Order #1. Includes additional 33 LF of 12" solid wall PVC influent sewer and removal of a portion of the existing sanitary sewer to accommodate the new sewer alignment. Costs reflect actual time, equipment, and material required.

DATE	DESCRIPTION	QTY	UNITS	RATE	
	Foreman	3	HR	90.00	\$ 270.00
	Operator	3	HR	80.00	\$ 240.00
	Laborer	6	HR	75.00	\$ 450.00
	PC 600 Excavator	2	HR	280.00	\$ 560.00
	PC 138 Excavator with Tamper	2	HR	115.00	\$ 230.00
	757 Wheel Loader	2	HR	80.00	\$ 160.00
	Trucking	2	HR	95.00	\$ 190.00
	Dump Fees	1	LS	100.00	\$ 100.00
	PVC Pipe, SDR 26, 12"	42	LF	15.00	\$ 630.00
	Bedding Rock	15	TON	26.00	\$ 390.00
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Change Order # (Addition) \$ 3,220.00

Acceptance will be assumed after five (5) days.

NOTE: This Change Order becomes part of and in conformance with the existing contract

WE AGREE hereby to make change(s) specified above at this price



Addition \$ 3,220.00

DATE	PREVIOUS CONTRACT AMOUNT	\$ 966,000.00
SIGNATURE (Contractor)	REVISED CONTRACT TOTAL	\$ 969,220.00

DATE Recommended _____

ACCEPTED - The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless other wise stipulated.

Signature _____

(General Contractor)

Date of acceptance _____

Signature _____



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

FO No. 001

Field Order

PROJECT: South Plant Lift Station Improvements Indianola, Iowa	FO Instructed by:	
TO CONTRACTOR: Vanderpool Construction Inc. 1100 N. 14th St. Indianola, Iowa 50125	Engineer	☒
	Owner	☒
	Other	☐
	Date Issued	5/20/2021

FO is in Reference to:		FO is intended to:	
PCO	☐	☒	Clarify Drawings
RFP	☐	☐	Clarify Specifications
RFI	☐	☐	Clarify Procedures
Other	Existing Sewer Survey Shots	☐	Transmit drawings or documents
	☐	☐	Other

REGARDING/REFERENCE:
Drawing C.01

INSTRUCTION:

Vanderpool provided the following survey shots on existing sewers at the South Plant Lift Station site:

#	N	E	Elev.	Description	Notes
70000	486629.5	1624215	813.139	TOP END FORCE MAIN	At approximate location of connection to existing forcemain
70001	486737.3	1624128	813.631	TOP CL PIPE	At location of existing influent sewer currently exposed
70002	486745.1	1624124	816.537	INFLUENT SWR PIPE BEND LOCATION AT STAKE	At approximate location of bend in existing influent sewer

Based on this information, it appears that the 12" PVC influent sewer needs to be extended approximately ~33 feet to the north to couple onto the existing sewer upstream of the bend location. See enclosed drawing.

Contractor may need to partially remove the buried concrete manhole section just south of connection point. Remove enough of this structure to properly bed the new sewer.

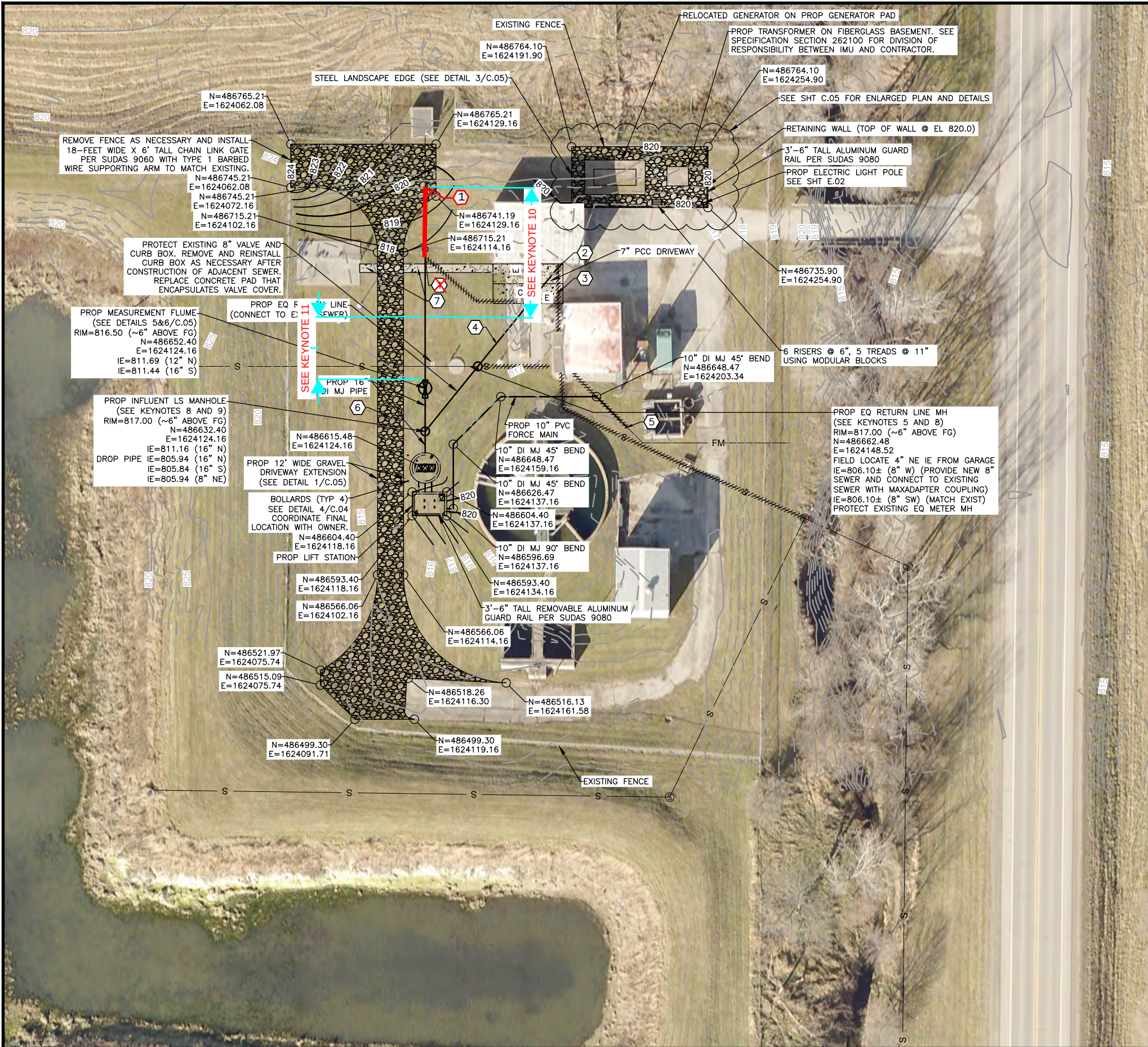
The proposed 12-inch sewer shall be installed to the elevations as called out in the enclosed drawing. The first stretch of sewer will be steeper than the last stretch of sewer just upstream of the Parshall Flume Structure. The sewer entering the Parshall Flume Structure needs to be laid at flatter slope to achieve required hydraulic conditions of flume. Deflect the pipe joint between the steeper slope section of sewer and the flatter slope section of sewer.

If, in your opinion, this instruction involves work which changes the Contract Price or Time, you must submit a Proposed Change Order, or notice as required in the Contract Documents.

If you have any questions regarding this FO, please contact Joe Frankl at 515-657-5289.



Joseph Frankl, PE
Project Manager



KEY NOTES:

- INTERCEPT EXISTING 12" RAW SEWER LINE WITH MAXADAPTOR COUPLING OR APPROVED EQUAL TO CONNECT TO PROPOSED LIFT STATION VIA A PROPOSED 12" LINE. FIELD VERIFY LOCATION AND ELEVATION OF EXISTING 12" LINE. INVERT ELEVATION OF EXISTING 12" LINE IS APPROXIMATELY EL. 812.00. APPROXIMATE COORDINATES OF TIE-IN LOCATION IS (N=486712.98, E=1624124.16).
- INSTALL WYE WITH CLEANOUT PER SUDAS SW-203 TO INTERCEPT EXISTING DRAIN LINE TO CONNECT TO PROPOSED EQ RETURN LINE MANHOLE VIA A PROPOSED 4" LINE. FIELD VERIFY LOCATION AND ELEVATION OF EXISTING DRAIN LINE FROM THE GARAGE. APPROXIMATE COORDINATES OF TIE-IN LOCATION IS (N=486708.33, E=1624185.64).
- UPON COMPLETION AND COMMISSIONING OF PROPOSED LIFT STATION, PLUG AND ABANDON IN PLACE EXISTING DRAIN LINE FROM THE GARAGE.
- MAINTAIN MINIMUM 2% SLOPE ON PROPOSED 4" PVC DRAIN LINE FROM THE GARAGE TO THE EQ RETURN LINE MANHOLE. FIELD VERIFY LOCATION AND ELEVATION OF EXISTING 8" EQ RETURN LINE PRIOR TO ORDERING EQ RETURN LINE MANHOLE. INSTALL EQ RETURN LINE MANHOLE TO INTERCEPT EXISTING 8" EQ RETURN LINE. INVERT ELEVATION OF EXISTING 8" EQ RETURN LINE IS APPROXIMATELY EL. 806.10±.
- INSTALL 10" DI MJ LONG SLEEVE TO INTERCEPT EXISTING FORCEMAIN TO CONNECT TO PROPOSED 10" FORCEMAIN FROM PROPOSED LIFT STATION. GRADUALLY SLOPE PROPOSED FORCEMAIN TO TIE-IN ELEVATION. FIELD VERIFY LOCATION AND ELEVATION OF EXISTING 10" FORCEMAIN FROM THE EXISTING LIFT STATION. INVERT ELEVATION OF EXISTING 10" FORCEMAIN IS APPROXIMATELY EL. 813.70±. APPROXIMATE COORDINATES OF TIE-IN LOCATION IS (N=486634.32, E=1624217.49).
- THE PROPOSED DRIVEWAY GRADUALLY SLOPES UPWARDS APPROXIMATELY PAST THE LOCATION OF THE EXISTING SIDEWALK TO THE NORTH. REFER TO PROPOSED GRADING (CONTOURS) ON THIS SHEET FOR APPROXIMATE TOP OF DRIVEWAY ELEVATIONS. ADD FILL AS REQUIRED TO SLOPE DOWN TO EXISTING NATURAL GRADE WITHIN 10 FEET FROM EDGE OF DRIVEWAY.
- TERMINATE NEW 4" THICK SIDEWALK ON EITHER SIDE OF PROPOSED DRIVEWAY.
- REFER TO SUDAS DETAIL SW-301. SEE GENERAL NOTES FOR MANHOLE REQUIREMENTS.
- REFER TO SUDAS DETAIL SW-307 FOR EXTERNAL DROP DETAILS.
- 59 LINEAR FEET OF 12-INCH SEWER FROM I.E. 812.75 (FIELD VERIFY) TO I.E. 811.78. DEFLECT JOINT TO CONNECT TO SEWER TO THE SOUTH
- 30 LINEAR FEET OF 12-INCH SEWER FROM I.E. 811.78 TO I.E. 811.69. DEFLECT JOINT TO CONNECT TO SEWER TO NORTH. SEWER MUST BE AT FLATTER SLOPE ENTERING PARSHALL FLUME STRUCTURE.

GENERAL NOTES:

- DRAWING INDICATES EXISTING FACILITIES TAKEN FROM PREVIOUS CONSTRUCTION DRAWINGS FOR REFERENCE ONLY. INFORMATION SHALL BE VERIFIED BY CONTRACTOR PRIOR TO BEGINNING CONSTRUCTION OR ORDERING MATERIALS.
- ALL MANHOLES ADJUSTMENT RINGS SHALL BE CRETEX PRO-RING OR APPROVED EQUAL WITH MAXIMUM ADJUSTMENT OF 12". MANHOLES SHALL HAVE TYPE A CASTING. FRAME SHALL BE BOLTED TO TOP OF MANHOLE USING A MINIMUM OF FOUR (4) 1/2" STAINLESS STEEL ANCHOR RODS. MANHOLES SHALL CONTAIN AN ANTI MICROBIAL ADMIXTURE, CONSHIELD BY CONSHIELD TECH, INC. OR APPROVED EQUAL. CASTINGS SHALL BE 24-INCH COMPOSITE MANHOLE RING AND BOLTDOWN COVER WITH CITY APPROVED INSCRIBED MANHOLE COVER TEXT AS PROVIDED BY CAP-ONE.
- SANITARY GRAVITY SEWER SHALL BE SOLID WALL PVC PIPE, MINIMUM SDR 26 WALL THICKNESS OR DUCTILE IRON CLASS 52 WHERE NOTED. BEDDING SHALL CONFORM TO SUDAS DETAIL SW-103 FOR FLEXILE GRAVITY PIPE. CONTRACTOR SHALL CLEAN AND VIDEO INSPECT ALL NEW SEWERS PER SUDAS 4060. ALL TRENCH BACKFILL AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% STANDARD PROCTOR WITH A MOISTURE CONTENT BETWEEN OPTIMUM AND +4%.
- SEWER FORCEMAIN (YARD PIPING) SHALL BE C900 DR18. BEDDING SHALL BE P-1 PER SUDAS DETAIL SW-104 FOR PRESSURE PIPE. ALL PIPE SHALL BE RESTRAINED JOINT CERTA-LOK OR APPROVED EQUAL. FORCE MAIN BENDS SHALL BE DUCTILE IRON MECHANICAL JOINT RESTRAINED WITH MEGALUG OR EQUAL. POLYWRAP ON ALL BURIED DUCTILE IRON FITTINGS IS REQUIRED. INSTALL TRACER WIRE FOR FORCE MAINS DAYLIGHT TRACER WIRE INTO RHINO TRIVIEW (OR APPROVED EQUAL) TEST STATION POST WITH GREEN COLORING. COORDINATE EXACT LOCATION OF TEST STATION WITH OWNER.
- SEED ALL DISTURBED AREAS NOT PAVED OR OTHERWISE SURFACED WITH SUDAS 9010 TYPE 1 MIX.
- ALL EARTHWORK AND SITE GRADING AND TOPSOIL STRIPPING AND RESPREADING SHALL BE IN CONFORMANCE WITH SUDAS 2010. GENERAL FILL MATERIAL SHALL BE FREE OF FOREIGN SUBSTANCE, DEBRIS, LARGE STONES, ROCKS, FOOTS, ORGANIC OR FROZEN MATERIAL. EXPANSIVE MATERIAL AND OTHER DELETERIOUS MATERIALS UNSUITABLE SHALL BE DISPOSED OF BY THE CONTRACTOR.
- ENSURE THAT FINISH GRADING PROMOTES POSITIVE DRAINAGE AWAY FROM STRUCTURES THAT MATCHES EXISTING CONDITIONS. NO SPOTS FOR WATER TO COLLECT OR POOL WILL BE ALLOWED.
- INSULATE ALL BURIED PIPING WITH LESS THAN 5 FEET OF COVER OVER PIPE PER EXISTING OR PROPOSED CONTOUR ELEVATION. REFER TO DETAIL 8/SHEET C.04.

LEGEND:

- 815 — EXISTING CONTOURS
- 815 — PROPOSED CONTOURS
- PROPOSED PAVEMENT
- C CONTRACTION JOINT
- E EXPANSION JOINT

0 50
25

NORTH



CHANGE ORDER

1100 N 14th Street
 INDIANOLA, IA 50125-1506
 PH: 515-961-4682 FX: 515-961-8813
 www.vanderpoolinc.com

Number 2

TO City of Indianola

110 N. 1st Street

Indianola, IA 50125

DATE 9/29/2021	JOB NO. 21-003
JOB NAME/LOCATION: South Plant Lift Station - Indianola, IA	
ATTN: Joe Frankl	
CONTRACT NO.	CONTRACT DATE 3/11/2021

WE AGREE hereby to make change(s) specified below:

Pricing for RFP No. 001 to supply a new entrance gate and associated modification to the existing fence at South Plant Lift Station.

DATE	DESCRIPTION	QTY	UNITS	RATE	
	New Gate and associated fence modifications per attached proposal from Des Moines Steel Fence	1	LS	2,840.00	\$ 2,840.00
					\$ -
					\$ -
	Prime Contractor Markup	10%		284.00	\$ 28.40
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -

Total Change Order # (Addition) \$ 2,868.40

Acceptance will be assumed after five (5) days.

NOTE: This Change Order becomes part of and in conformance with the existing contract

WE AGREE hereby to make change(s) specified above at this price



Addition \$ 2,868.40

DATE 9/29/2021	PREVIOUS CONTRACT AMOUNT \$ 969,220.00
SIGNATURE (Contractor) Jamie Crubaugh	REVISED CONTRACT TOTAL \$ 972,088.40

DATE Recommended

ACCEPTED - The above prices and specifications of the Change Order are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless other wise stipulated.

Signature

(General Contractor)

Date of acceptance

Signature

(Owner)



HRGreen

5525 Merle Hay Road, Suite 200
Johnston, IA 50131
(515) 278-2913 Fax (515) 278-1846

RFP No. 001

Request For Proposal

PROJECT: South Plant Lift Station Improvements Indianola, Iowa	RFP Requested by:	
TO CONTRACTOR: Vanderpool Construction Inc. 1100 N. 14 th St. Indianola, Iowa 50125	Engineer	☐
	Owner	☒
	Other	☐
	Date Issued	9/17/2021

RFP is in Reference to:	
PCO	☐
RFI	☐
FO	☐
Other	☒

REGARDING/REFERENCE:

Chain Link Entrance Gate

REQUESTED CHANGE:

Remove and replace existing chain link gate at the entrance to the South Plant site (west of the bridge). New gate shall be swing-type, 18-feet wide and match the height of the surrounding fencing. Remove enough of the chain link fence to the north to accommodate installation of the new gate. Remove approximately 20 linear feet of chain link south of the existing gate to accommodate new gate. Install new chain link fence from the new gate to the tie-in location (20 feet south of existing gate).

The new gate shall meet the requirements of SUDAS Section 9060 and include Type I single slanted barbed wire supporting arm per SUDAS 9060 along the top of fence. The gate shall have a double gate latch system (similar to Quail Meadows LS gate) that does not require a drop rod. Submit gate details for review.

This RFP is requested for a proposal to changes in the Work as indicated above. Contractor is requested to submit a Proposed Change Order (PCO) along with any supporting documentation such as breakdown of cost and/or material.

If you have any questions regarding this RFP, please contact Joe Frankl at 515-657-5289.

Joseph Frankl, PE
Project Manager



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

Main 515.278.2913 + Fax 515.278.1846

▷ Hrgreen.com

January 28, 2022

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. 6

Dear Rick:

Attached is an electronic copy of Payment Application No. 6 from Vanderpool Construction Inc. for the South Plant Lift Station Improvements project. Items included in this application include chopper pumps, EQ Return Manhole, EQ Return gravity sewer, Garage drain sewer, sewer cleanout, discharge force main, electrical & controls, guardrail, chain link fence & gate, river rock, pipe plugging, demolition, along with PCO #1 and PCO #2 from Change Order #1.

The total request for Payment Application No. 6 is \$118,605.98. As of this Pay Application, Vanderpool Construction has been paid 86% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 6 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\#6\ltr-012822-S.PlantLS_Vanderpool_Pay_Request6.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: 6
PERIOD TO: 1/25/2022

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** \$ 6,088.40

3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$ 972,088.40

4. **TOTAL COMPLETED AND STORED TO DATE** \$ 877,478.40

5. **RETAINAGE:**

a. 5.00 % of Completed Work \$ 43,873.92

b. 0.00 % of Stored Material \$ 0.00

Total retainage (Line 5a + 5b) \$ 43,873.92

6. **TOTAL EARNED LESS RETAINAGE** \$ 833,604.48
(Line 4 less Line 5 Total)

7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$ 714,998.50

8. **CURRENT PAYMENT DUE** \$ 118,605.98

9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ 138,483.92

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	0.00	0.00
Total approved this Month	6,088.40	0.00
TOTALS	6,088.40	0.00
NET CHANGES by Change Order	6,088.40	

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.

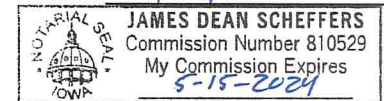
CONTRACTOR: Vanderpool Construction Inc
1100 N. 14th St Indianola, IA 50125

By: _____

Date: 1/28/2022

State of: Iowa

County of: Wasson



Subscribed and Sworn to before me this 28th

Day of January 20 22

Notary Public: _____

My Commission Expires: 5-15-2024

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 \$ \$118,605.98

(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: 1/28/2022

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: 6
PERIOD TO: 1/25/2022

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	100.000%	190,000.00	.000%	0.00	0.00	190,000.00	100.00	.00
202	Pump Station - Pumps		.0000	105,000.00	95.000%	99,750.00	5.000%	5,250.00	0.00	105,000.00	100.00	.00
204	Pump Station - Piping, Valves, Etc.		.0000	50,000.00	100.000%	50,000.00	.000%	0.00	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	100.000%	14,000.00	.000%	0.00	0.00	14,000.00	100.00	.00
230	EQ Return Manhole		.0000	6,200.00		0.00	100.000%	6,200.00	0.00	6,200.00	100.00	.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	35.000	4,200.00	0.00	4,200.00	100.00	.00
270	Garage Drain Line PVC 4	57.000	55.0000	3,135.00	.000	0.00	57.000	3,135.00	0.00	3,135.00	100.00	.00
280	Sanitary Sewer Cleanout	1.000	700.0000	700.00	.000	0.00	1.000	700.00	0.00	700.00	100.00	.00
290	Forcemain PVC 10	125.000	175.0000	21,875.00	80.000	14,000.00	45.000	7,875.00	0.00	21,875.00	100.00	.00
400	Site Electrical - Install		.0000	170,000.00	88.235%	150,000.00	8.824%	15,000.00	0.00	165,000.00	97.06	5,000.00
402	Site Electrical - Controls		.0000	160,000.00	78.125%	125,000.00	12.500%	20,000.00	0.00	145,000.00	90.63	15,000.00
404	Site Electrical - Demo		.0000	20,000.00		0.00	95.000%	19,000.00	0.00	19,000.00	95.00	1,000.00
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: 6
PERIOD TO: 1/25/2022

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	99.000	9,900.00	10.000	1,000.00	0.00	10,900.00	100.00	.00
510	Modular Block Retaining Wall w/ Stairs	300.000	40.0000	12,000.00	300.000	12,000.00	.000	0.00	0.00	12,000.00	100.00	.00
520	Remove Fence and Install Gate		.0000	2,300.00		0.00	100.000%	2,300.00	0.00	2,300.00	100.00	.00
530	Remove and Reinstall Fence		.0000	800.00		0.00	100.000%	800.00	0.00	800.00	100.00	.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	340.000	10,200.00	.000	0.00	0.00	10,200.00	100.00	.00
560	Subdrain under Generator/Transformer	204.000	15.0000	3,060.00	204.000	3,060.00	.000	0.00	0.00	3,060.00	100.00	.00
570	River Rock around Transformer/Generator	54.000	75.0000	4,050.00	.000	0.00	54.000	4,050.00	0.00	4,050.00	100.00	.00
600	Pipe Plugs	10.000	550.0000	5,500.00	.000	0.00	10.000	5,500.00	0.00	5,500.00	100.00	.00
610	Demo Existing Flume Structure		.0000	13,000.00		0.00	100.000%	13,000.00	0.00	13,000.00	100.00	.00
620	Demo Existing Site Paving		.0000	2,600.00		0.00	75.000%	1,950.00	0.00	1,950.00	75.00	650.00
630	Demo and Granular Fill Existing Wet Well		.0000	7,000.00		0.00	100.000%	7,000.00	0.00	7,000.00	100.00	.00
640	Demo and Granular Fill Existing Manholes	2.000	900.0000	1,800.00	.000	0.00	2.000	1,800.00	0.00	1,800.00	100.00	.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	75.000%	33,000.00	.000%	0.00	0.00	33,000.00	75.00	11,000.00
910	Construction Staking		.0000	4,500.00	75.000%	3,375.00	.000%	0.00	0.00	3,375.00	75.00	1,125.00
920	Compaction and Concrete Testing		.0000	3,500.00	75.000%	2,625.00	.000%	0.00	0.00	2,625.00	75.00	875.00
930	CO1 - Field Order 1 to Extend Influent Sanitary Sewer		.0000	3,220.00		0.00	100.000%	3,220.00	0.00	3,220.00	100.00	.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: 6
PERIOD TO: 1/25/2022

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
940	CO2 - RFP1 to Replace Main Entrance Gate		.0000	2,868.40		0.00	100.000%	2,868.40	0.00	2,868.40	100.00	.00
REPORT TOTALS				\$972,088.40		\$752,630.00		\$124,848.40		\$877,478.40		\$94,610.00
									\$.00			



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: February 7, 2022
Subject: Resolution approving Change Order No. 5 for the Water Resource Recovery Facility Project.

Introduction: Change Order No. 5 for WRRF has been submitted by Williams Brothers Construction.

Background:

Discussion: The attached change order includes a summary of change order items.

Budget Impact: The net change in Change Order No. 5 includes an increase in contract price of \$21,749 and a change in contract time of 22 days added to substantial completion and final completion.

Recommendation: Roll call is in order.

Attachments:

1. Res 2022- approve CO 5 for WRRF
2. CO 5 for WRRF

CITY OF INDIANOLA, IOWA
RESOLUTION NO. 2022-

**A RESOLUTION TO APPROVE CHANGE ORDER 5 FOR
WATER RESOURCE RECOVERY FACILITY**

WHEREAS, the City of Indianola has hired Williams Brothers Construction, Inc. for the construction of the Water Resource Recovery Facility (WRRF); and

WHEREAS, a change order is required as described on the attached documentation; and

WHEREAS, the additional cost for the change order is a total of \$21,749.

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

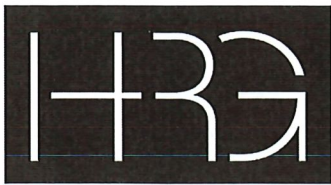
1. Approves the Change Order 5 for the Water Resource Recovery Facility Project in the amount of \$21,749.00; and
2. Authorizes staff to sign the Change Order on behalf of the City of Indianola.

Adopted this 7th day of February 2022.

Stephanie Erickson, Mayor

Attest:

Jackie Raffety, City Clerk



HRGreen

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

(515) 278-2913 Fax (515) 278-1846

CO No. 05

Change Order

Distribution:

Contractor	☒	Field	☐
Owner	☒	Other ___ DNR ___	☒
Engineer	☒	Other _____	☐

Indianola Water Resource Recovery Facility Indianola, Iowa	Date Issued	January 12, 2022
	Project No.	191899
Williams Brothers Construction Inc. PO Box 1366 Peoria, Illinois 61654	Contract Date	February 18, 2020
	Notice to Proceed Date	February 18, 2020

This Change Order No. 5 includes items 1-6 as defined in the attached summary and attachments. The net change by this Change Order No. 5 includes an increase in Contract Price of \$21,749.00 and a change in Contract Time of 22 days added to Substantial Completion and Final Completion.

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$45,600,000.00	April 1, 2022	June 10, 2022
Net Change by previously-authorized Change Order(s)	(\$73,288.00)	+30 days	+30 days
The Contractual limit prior to this Change Order	\$45,526,712.00	April 29, 2022	July 9, 2022
The Contract will be adjusted by this Change Order in the amount of	\$21,749.00	+22 days	+22 days
The new Contractual limit including this Change Order will be	\$45,548,461.00	May 21, 2022	July 31, 2022

NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER

Contractor Williams Brothers Construction, Inc.	Owner's Representative HR Green, Inc.	Owner City of Indianola, Iowa
By	By 	By
Date:	Date: 1/13/22	Date:

Summary of Change Order No. 5 Items

Item 1 – Change in Contract Times. This item 1 is for additional time added to the contract for weather related delays due to abnormal weather. The contract will be extended by 15 days due to weather delays as summarized in a response letter from HR Green to Williams Brothers Construction, Inc. dated June 2, 2021. Detail for this change in contract times is included in the attachment. No change in Contract Price.

Total days added to Substantial and Final Completion dates - **15 Days**

Item 2 – Deleting Resilient Bases at Administration Building and Secondary Treatment Building.

Changes for PCO-040 is for deleting the labor for resilient bases in the rooms to receive epoxy flooring at the Administration Building and at the Secondary Treatment Building. These epoxy floors will have a seamless transition 6-inch rolled radius cove from the floor to the wall. These modifications result in a decrease in contract price of \$190.00. All modifications are detailed in the enclosed documentation. No change in contract time.

Total credit to project **\$ (190.00)**

Item 3 – Modifications to Add Electrical Equipment Pads. Item 3 is for the material and labor necessary to add equipment pads under some of the control panels. Several of these control panels were planned to be wall mounted but turned out to be free-standing panels. These modifications were formalized through PCO-039 and result in an increase in Contract Price of \$3,438.00. HR Green has reviewed this item and the cost increase is warranted. No change in contract time.

Total cost to project **\$ 3,438.00**

Item 4 – Pavement Modifications and Structural Modifications to the Solids Processing Building. Item 4 includes several items combined into one Proposal. Field Order 027 added some joints to the paving on the project as an additional cost. In addition, RFP-008 is added as part of this change order item for a small driveway addition at the UV Disinfection Building. Finally, there were some structural modifications at the Solids Processing Building regarding the foundation wall that included a credit to the project. The breakdown of additional cost is included in the detail of this item. These modifications result in an increase in Contract Price of \$15,000.00. No change in contract time.

Total cost to project **\$ 15,000.00**

Item 5 – Additional Project Time for Abnormal Weather. Item 5 is for additional contract time of seven days for abnormal rain that occurred in October. Recorded rainfall occurred during two weeks in October totaling 6.30 inches. Normal rainfall for the month of October is 2.8 inches. Williams Brothers Construction, Inc. was unable to complete work on the critical path for seven days due to the rain. No change in Contract Price.

Total days added to Substantial and Final Completion dates - **7 Days**

Item 6 – Change Exterior Brick at Administration Building. This Item 6 (PCO-041) is for the material to change the face brick at the Administration Building. The face brick was replaced to better match the face brick at the other buildings on the project and the Administration Building’s metal finish. This change results in additional project costs of \$3,501. HR Green has reviewed the proposed additional cost and agrees. No change in contract time.

Total cost to project **\$ 3,501.00**

Total change in contract price for Change Order No. 5 \$21,749.00

Total change in contract time for Change Order No. 5 22 days



MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director, Andy Lent, Asst. City Manager/CFO

Date: February 7, 2022

Subject: Airport Terminal Project

Introduction:

Background: As the Council is aware, the Des Moines Airport Authority is undertaking a proposed \$575.5 Million project at the Des Moines Airport that would include a new passenger terminal, among other things. The proposed funding sources for this project include a grant from the State of Iowa, which is contingent upon local investment from cities and counties. The request from the Airport Authority to Warren County (including local city governments) is \$1 Million.

Discussion: The Mayor and City Council, along with elected officials from Carlisle, Norwalk and Warren County, attended a meeting on Thursday, January 27 to receive more information on this project. During this presentation, information regarding passenger numbers, the proposed project/plans, and funding sources were explained. Part of the information presented showed top airport users by zip code, in which the Indianola zip code (50125) is 17th. Zip codes ahead of Indianola include locations in West Des Moines, Urbandale, Johnston, Ankeny, Clive, Waukee, Des Moines, Ames and Altoona.

Other information was presented that showed funding commitments from other metro cities. For cities in Polk County, the request was \$30 per capita, which for Indianola, would be \$474,990. However, the request from Warren County as a whole is \$1 Million. Warren County's total population is 52,403. Indianola has 30.2% of that population (15,833) and Norwalk has 24.4% of that population (12,799).

At the meeting on January 27, it was stated by the Executive Director of the Airport that discussions were had where Warren County would pay \$500,000, Norwalk would pay \$250,000 and Indianola and Carlisle combined would pay \$250,000. However, discussion by staff was that Indianola and Norwalk would each pay \$250,000.

Budget Impact: If the Council wishes to contribute \$250,000 to the proposed project, staff proposes using the State backfill payments over the next five (5) fiscal years. Backfill payments were implemented by the state legislator in 2013 in response to the loss in tax dollars to cities caused by the commercial and industrial rollback. As the Council may be aware, backfill payments are being phased out by the State, but the Finance Director estimates the following general fund backfill payments for the next five (5) fiscal years:

- FY23: \$90,000
- FY24: \$70,000

- FY25: \$50,000
- FY26: \$30,000
- FY27: \$10,000

TOTAL: \$250,000

If the Council wishes to contribute more, staff would propose those funds come from general fund reserves.

Recommendation:

Attachments: None



MEMORANDUM

To: Mayor and City Council
From:
Date: February 7, 2022
Subject: Resolution of Support New Des Moines Airport Terminal Project.

Recommendation: Roll call is in order.

Attachments: 1. Resolution of support new terminal

RESOLUTION NO. ____

**RESOLUTION OF SUPPORT FOR NEW DES MOINES INTERNATIONAL AIRPORT
TERMINAL PROJECT**

WHEREAS, the Des Moines Airport Authority (“the Authority”) has prepared a Terminal Area Concept Plan in support of needed improvements to the Des Moines International Airport (“the Airport”) terminal complex; and

WHEREAS, the existing Airport terminal building was first built in 1948 and, although it has been subject to upgrades and improvements over the years, it has reached the end of its useful economic life; and

WHEREAS, the total estimated cost for the new terminal and all associated design and construction is more than five hundred thirty million dollars (\$530,000,000); and

WHEREAS, to date, the Authority has spent approximately sixty-four million (\$64,000,000) of its reserves on enabling projects to reposition tenants and infrastructure on the Airport in preparation of the future terminal site; and

WHEREAS, the timeline for terminal construction is dependent on funding availability, but design could begin as soon as 2022 with construction in years 2024 – 2026; and

WHEREAS, the City of Indianola (“the City”) desires to support the new Airport terminal project as it will benefit the current and future residents and businesses of the City by providing a vibrant regional airport.

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

1. The City agrees to contribute \$ _____ in monetary support for the new Airport terminal project.
2. The City’s contribution shall be made in five (5) installments of \$ _____, which shall be paid annually beginning on July 1, 2022, ending on July 1, 2026, and contingent on the Airport Authority obtaining the remaining funding needed to complete construction.
3. The City is not seeking a role in the governance of the Airport Authority in exchange for this contribution.
4. This contribution is subject to the City’s participation on an advisory committee to provide input and recommendations to the Authority during the design and construction of the new Airport terminal project.

Passed and approved this ____ day of _____, 2022.

STEPHANIE ERICKSON, Mayor

ATTEST:

JACKIE RAFFETY, City Clerk



MEMORANDUM

To: Mayor and City Council

From:

Date: February 7, 2022

Subject: Approval of Letter of Agreement between the Des Moines Airport Authority and the City of Indianola.

Recommendation: Roll call is in order.

Attachments: 1. Letter of agreement new terminal

LETTER OF AGREEMENT
Between
THE DES MOINES AIRPORT AUTHORITY
And
THE CITY OF INDIANOLA, IOWA

The Des Moines Airport Authority (hereinafter “the Authority”) and the City of Indianola, Iowa (hereinafter “the City”) enter into this Letter of Agreement.

WHEREAS, the Authority has prepared a Terminal Area Concept Plan in support of needed improvements to the Des Moines International Airport (“the Airport”) terminal complex; and

WHEREAS, the existing Airport terminal building was first built in 1948 and, although it has been subject to upgrades and improvements over the years, it has reached the end of its useful economic life; and

WHEREAS, the total estimated cost for the new terminal and all associated design and construction is more than five hundred thirty million dollars (\$530,000,000); and

WHEREAS, to date, the Authority has spent approximately sixty-four million (\$64,000,000) of its reserves on enabling projects to reposition tenants and infrastructure on the Airport in preparation of the future terminal site; and

WHEREAS, the timeline for terminal construction is dependent on funding availability, but design could begin as soon as 2022 with construction in years 2024 – 2026; and

WHEREAS, the City desires to support the new Airport terminal project as it will benefit the current and future residents and businesses of the City by providing a vibrant regional airport.

Based upon the foregoing, the parties agree as follows:

1. The City agrees to contribute \$ _____ in monetary support for the new Airport terminal project.
2. The City’s contribution shall be made in five (5) installments of \$ _____, which shall be paid annually beginning on July 1, 2022, ending on July 1, 2026, and contingent on the Airport Authority obtaining the remaining funding needed to complete construction.
3. The City is not seeking a role in the governance of the Airport Authority in exchange for this contribution.
4. Authority agrees that it will establish an advisory committee to provide input and recommendations to the Authority during the design and construction of the new Airport terminal project. The City shall be entitled to participate in this advisory committee.

For the Authority:

For the City of Indianola, Iowa:

Mark Feldmann
Chair

Stephanie Erickson
Mayor

Date

Date



MEMORANDUM

To: Mayor and City Council
From: Andy Lent, Asst. City Manager/CFO
Date: February 7, 2022
Subject: Resolution naming depositories and setting depository limits.

Introduction: Resolution naming depositories and setting depository limits.

Background: Each year, the City Council must approve the list of depositories for the City by resolution.

Discussion: The resolution in the Council packet lists the current financial depositories and the maximum amount to be deposited in each location on average throughout the year.

Budget Impact: NA

Recommendation: Approval of the Resolution.

Attachments: 1. Res Naming depositories

CITY OF INDIANOLA
RESOLUTION NO. 2022-_____

**RESOLUTION NAMING DEPOSITORIES AND
SETTING DEPOSITORY LIMITS**

WHEREAS, Iowa Code 12C.2 requires that the approval of financial institutions as depositories shall be by written document which shall be entered of record in the minutes of the approving board, and which shall distinctly name each depository approved, and specify the maximum amount which may be kept on deposit in each depository; and

WHEREAS, the City's auditor recommends the naming of depositories be done annually.

BE IT THEREFORE RESOLVED that the City Council of Indianola

- (1)** approves the following list of financial institutions to be depositories of the City of Indianola funds in conformance with all applicable provisions of Iowa Code Chapter 12.
- (2)** authorizes the City Clerk to deposit the City of Indianola funds in amounts not to exceed the maximum approved for each respective financial institution as set out below.

DEPOSITORY NAME	LOCATION OF DEPOSITORY	MAXIMUM BALANCE IN EFFECT UNDER THIS RESOLUTION
TruBank	Indianola, IA	\$20,000,000
City-State Bank	Indianola, IA	\$200,000
People's Bank	Indianola, IA	\$200,000
Banker's Trust	Des Moines, IA	\$35,000,000
Iowa Public Agency Investment Trust	West Des Moines, IA	\$500,000
Wells Fargo	Portland, OR	\$1,200

Passed and adopted this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: February 7, 2022
Subject: Resolution approving an agreement with Central Pump and Motor for the McCord - Plainview Lift Station Piping Project.

Introduction: McCord and Plainview Lift Station piping project.

Background:

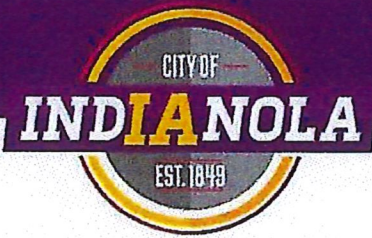
Discussion: The lift station project shall consist of removal and replacement of pump discharge piping, bases, and fittings in two of the City's seven lift stations. The pipe connections do not fit tightly against the pumps, causing blow-by. The blow-by is where some of the flow shoots between the pump and base and not up the discharge pipe, causing the pumps to run longer, wasting electricity.

Budget Impact: Part of my FY 22 CIP Budget

Recommendation: Staff recommend hiring Central Pump & Motor to do the work on both lift stations for the amount of \$73,843.48.

Attachments:

1. McCord - Plainview Quotes
2. Res 2022- approving lift station project
3. CPM PSA 2.1.22



Cpm

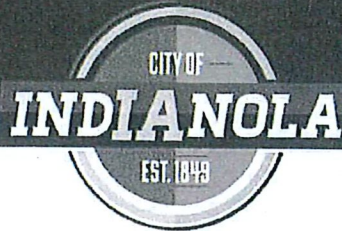
— WATER RESOURCE RECOVERY DEPARTMENT —

15. Quote Items, Quantities and Prices: The bidder must provide the Unit Breakout Price for each lift station and the Total Construction Cost; in case of discrepancy, the Unit Breakout Price governs. The City will only use the Total Construction Cost for comparison of quotes.

Work Item	McCord Lift Station	Plainview Lift Station
Mobilization/General Requirements	\$ 4920.00	\$ 4820.00
Plugging/Bypass Pumping	\$ 2400.00	\$ 3600.00
Removals	\$ 2500.00	\$ 2100.00
Painting	\$ 1733.33	\$ 3933.33
New Piping/Fittings/Supports/Cable Holders	\$ 23371.47	\$ 24345.35
Traffic Control (if needed)	\$ —	\$ —
Subtotal for Each Lift Station	\$ 34984.80	\$ 38858.68
Total Construction Cost	\$ 73843.48	

Depending on the cost for the work, the City will evaluate whether the costs for improvements at both lift stations falls within their budgeted amount. In the case that the total cost for both lift stations exceeds the City's budget, the City may choose to move forward with work at only one lift station. In the event that the City moves forward with work at only one lift station, the contract price for the second lift station will be change ordered out of the contract. The City will utilize the Unit Breakout Prices herein to execute the change order deduction amount, and the Unit Breakout Prices will not be subject to renegotiation.

16. Proposal/Quote Evaluation. Proposals will be evaluated based on cost. Contractor shall also be responsible and responsive. The Contractor's quote shall be broken out as follows:
17. Notified Contractor will be required to submit Contract, Performance, Payment and Maintenance Bond, and Certificate of Insurance in February.
18. Contract. Contract will be executed by the City Administrator immediately on receipt.
19. Notice to Proceed. Notice to Proceed is anticipated to be within one (1) week after acceptable Contract; Performance, Payment and Maintenance Bond; and Certificates of Insurance are received.



CL. CARROLL CO.
 JAW R. SSMAW
 515-205-8930

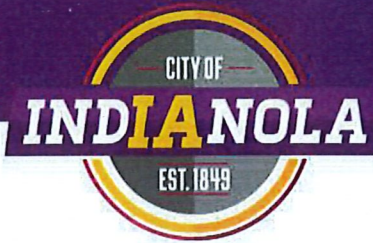
— WATER RESOURCE RECOVERY DEPARTMENT —

15. Quote Items, Quantities and Prices: The bidder must provide the Unit Breakout Price for each lift station and the Total Construction Cost; in case of discrepancy, the Unit Breakout Price governs. The City will only use the Total Construction Cost for comparison of quotes.

Work Item	McCord Lift Station	Plainview Lift Station
Mobilization/General Requirements	\$ 20,000. ⁰⁰	\$ 20,000. ⁰⁰
Plugging/Bypass Pumping	\$ 2,500. ⁰⁰	\$ 2,500. ⁰⁰
Removals	\$ 1,500. ⁰⁰	\$ 1,500. ⁰⁰
Painting	\$ 2,000. ⁰⁰	\$ 2,000. ⁰⁰
New Piping/Fittings/Supports/Cable Holders	\$ 59,500. ⁰⁰	\$ 49,000. ⁰⁰
Traffic Control (if needed)	\$ 500. ⁰⁰	\$ 0. ⁰⁰
Subtotal for Each Lift Station	\$ 86,000. ⁰⁰	\$ 75,000. ⁰⁰
Total Construction Cost	\$	\$ 161,000. ⁰⁰

Depending on the cost for the work, the City will evaluate whether the costs for improvements at both lift stations falls within their budgeted amount. In the case that the total cost for both lift stations exceeds the City's budget, the City may choose to move forward with work at only one lift station. In the event that the City moves forward with work at only one lift station, the contract price for the second lift station will be change ordered out of the contract. The City will utilize the Unit Breakout Prices herein to execute the change order deduction amount, and the Unit Breakout Prices will not be subject to renegotiation.

16. Proposal/Quote Evaluation. Proposals will be evaluated based on cost. Contractor shall also be responsible and responsive. The Contractor's quote shall be broken out as follows:
17. Notified Contractor will be required to submit Contract, Performance, Payment and Maintenance Bond, and Certificate of Insurance in February.
18. Contract. Contract will be executed by the City Administrator immediately on receipt.
19. Notice to Proceed. Notice to Proceed is anticipated to be within one (1) week after acceptable Contract; Performance, Payment and Maintenance Bond; and Certificates of Insurance are received.



WRH Inc.

— WATER RESOURCE RECOVERY DEPARTMENT —

15. Quote Items, Quantities and Prices: The bidder must provide the Unit Breakout Price for each lift station and the Total Construction Cost; in case of discrepancy, the Unit Breakout Price governs. The City will only use the Total Construction Cost for comparison of quotes.

Work Item	McCord Lift Station	Plainview Lift Station
Mobilization/General Requirements	\$ 6,500	\$ 6,500
Plugging/Bypass Pumping	\$ 27,000	\$ 27,000
Removals	\$ 1,500	\$ 1,500
Painting	\$ 3,000	\$ 3,000
New Piping/Fittings/Supports/Cable Holders	\$ 50,000	\$ 55,000
Traffic Control (if needed)	\$ 1,000	\$ 1,000
Subtotal for Each Lift Station	\$ 89,000	\$ 94,000
Total Construction Cost	\$ 183,000	

Depending on the cost for the work, the City will evaluate whether the costs for improvements at both lift stations falls within their budgeted amount. In the case that the total cost for both lift stations exceeds the City's budget, the City may choose to move forward with work at only one lift station. In the event that the City moves forward with work at only one lift station, the contract price for the second lift station will be change ordered out of the contract. The City will utilize the Unit Breakout Prices herein to execute the change order deduction amount, and the Unit Breakout Prices will not be subject to renegotiation.

16. Proposal/Quote Evaluation. Proposals will be evaluated based on cost. Contractor shall also be responsible and responsive. The Contractor's quote shall be broken out as follows:
17. Notified Contractor will be required to submit Contract, Performance, Payment and Maintenance Bond, and Certificate of Insurance in February.
18. Contract. Contract will be executed by the City Administrator immediately on receipt.
19. Notice to Proceed. Notice to Proceed is anticipated to be within one (1) week after acceptable Contract; Performance, Payment and Maintenance Bond; and Certificates of Insurance are received.

City of Indianola
RESOLUTION NO. 2022-

**RESOLUTION APPROVING AN AGREEMENT WITH CENTRAL PUMP AND MOTOR
FOR THE MCCORD AND PLAINVIEW LIFT STATION PIPING PROJECT**

WHEREAS, the City Council of the City of Indianola, Iowa is in need of engaging a provider for the removal and replacement of pump discharge piping, bases, and fittings at the McCord Lift Station and the Plainview Lift Station; and

WHEREAS, the current pipe connections do not fit tightly, causing blow-by and wasting electricity; and

WHEREAS, these lift stations are vital to the treatment of the wastewater; and

WHEREAS, the Water Resource Recovery 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 Central Pump and Motor in an amount of \$73,843.48.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola that the proposal from Central Pump and Motor is hereby approved in the amount of \$73,843.48 and the Mayor and City Clerk are hereby authorized to sign the professional services agreement for said services.

Passed this 7th day of February 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 7th day of February 2022, by and between the **CITY OF INDIANOLA**, a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and **CENTRAL PUMP & MOTOR of DES MOINES** hereinafter referred to as "SERVICE PROVIDER" for the **McCORD & PLAINVIEW LIFT STATION PIPING PROJECT** at a cost of **\$73,843.48**.

WHEREAS, the CITY is in need of a LIFT STATION PIPING REPLACED 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 "B" and incorporated herein by reference as if set out in full. In addition, the parties agree as follows:

1. 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 ensuring this indemnity must be complied with as set forth below.

2. 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 forth in Exhibit "C."

3. This Agreement may be terminated by either party for cause or by CITY for convenience upon fourteen (14) days' written notice by the terminating party to the other party of such termination 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.

4. 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: _____
Stephanie Erickson, Mayor

Attest: _____
Jackie Raffety, City Clerk

"SERVICE PROVIDER":

By: _____
Lisa Green

Name: _____
Lisa Green

Title: _____
Office Manager/owner



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: February 7, 2022
Subject: Approval of an excessive usage claim for 104 West 1st Avenue.

Introduction: Excessive Usage Claim for 104 West 1st Ave

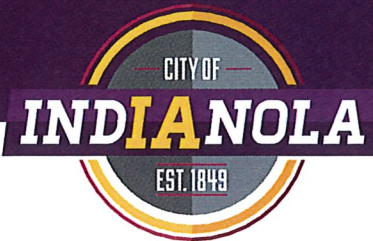
Background:

Discussion: Staff investigated the claim and found a large area where there was no snow near the outside water hydrant. It was indicative of water running on the ground melting the snow.

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

Recommendation: The staff recommends a credit of \$1,689.28. According to City Policy, a refund exceeding \$1,000 must be approved by the City Council. The refund shall be a credit on the customer's account and shall not be paid in cash. A simple motion to approve the claim is in order.

Attachments: 1. 104 W 1st



— WATER POLLUTION CONTROL —

EXCESSIVE USAGE COMPLAINT FORM

COMPLAINT INFORMATION

Location: 104 W 1st Ave
Person Filing Complaint: Julia Foster
Address: Same Phone: _____
Date of Complaint: 1-16-2022 Time of Complaint: _____
Nature of Complaint: See next page

INVESTIGATION INFORMATION

Name of Investigator: Jared Keenan
Date of Investigation: 1-18-2022 Time of Investigation: _____
Comments: Found large spot of no snow near the outside hydrant.

ACTION

Reviewed By: Rick Graves Date: 1-25-2022
Corrective Action: I recommend a reduction of 171,500 gallons which equals to \$1,689.28 from the sewer portion of the bill.
Deduct comes from the highest water usage in the past 12 months.

Found large spot of no snow; most likely source of water leak

Indianola Utility Services Excessive Usage Claim

Please return this form to the Utility Services Department
at 210 W 2nd Street to be forwarded to the appropriate
department.

Name: Julia Foster

Address: 104 W 1st Ave, Indianola, IA 50125

Date (s) of Loss: 1/16/22

Are you responsible for the utility bills at the above location? yes

Claim Request for Electric ☐ Water ☐ Sewer ☒

Amount Requested Electric ☐ Water ☐ Sewer ☐

How did you determine the above amounts?

I do not have the information on the
amount of water loss. I assume that
the water/sewer loss would be obtained by
comparing utility bill from last yr. at this
time. If you need that information from me
I would be glad to look that up.

An outside faucet that was accidentally
turned on and not turned off was the reason for the loss.

Phone Number: 515- [REDACTED]

Signature: Julia Foster

Thank you for considering taking the extra
sewer charge off my bill.

Also, thank you for monitoring this kind
of situation.

Requestor
Monica Thompson

Water Usage History

Jan 24, 2022
11:22 AM

(Active: Oct 14, 2011)

104 W 1st Ave
Indianola, IA 50125-2507

Month	Year	Days	Meter Number	Consumption Meter Reading	Consumption gal	Billed Amount
01	2022	30	37315527	1865	600	\$0.00
12	2021	31	37315527	1859	1800	\$12.68
11	2021	30	37315527	1841	3400	\$38.04
10	2021	33	37315527	1807	4900	\$61.82
09	2021	29	37315527	1758	2200	\$19.02
08	2021	30	37315527	1736	1900	\$14.27
07	2021	32	37315527	1717	2400	\$22.19
06	2021	29	37315527	1693	1700	\$11.10
05	2021	31	37315527	1676	500	\$0.00
04	2021	26	37315527	1671	700	\$0.00
03	2021	33	37315527	1664	300	\$0.00
02	2021	32	37315527	1661	500	\$0.00
01	2021	31	37315527	1656	500	\$0.00
12	2020	31	37315527	1651	700	\$0.00
11	2020	34	37315527	1644	2200	\$19.02
10	2020	33	37315527	1622	2100	\$17.44
09	2020	31	37315527	1601	2700	\$25.59
08	2020	32	37315527	1574	2000	\$15.05
07	2020	30	37315527	1554	600	\$0.00
06	2020	33	37315527	1548	100	\$0.00
05	2020	29	37315527	1547	200	\$8.75
04	2020	28	37315527	1545	400	\$8.75
03	2020	31	37315527	1541	300	\$8.75
02	2020	33	37315527	1538	600	\$8.75
				Ave:	1387	
24 Invoice Periods				Min:	100	
				Max:	4900	



210 W 2nd Ave
INDIANOLA, IA 50125

ADDRESS SERVICE REQUESTED

THE STUDIO
104 W 1ST - STUDIO
INDIANOLA, IA 50125

- ☐ Check here for change of address (See reverse for details)
☐ Check here to enroll in automatic payments (See reverse for details)

To ensure proper credit, please return the top portion of this page with your payment. Keep the lower portion for your records.



Balance Forward

Previous Bill		\$ 154.75
Payment made on Jan 20	\$ 154.75cr	
Total payments through Jan 26	\$ 154.75cr	

Balance Before Current Charges \$ 0.00

Invoice Totals

IMU Electric	Subtotal
330823953	81.90
10608834	17.74
IMU Water / City of Indianola Sewer	2,992.71
37315527	4.86
City of Indianola Recycling	
Subtotal Current Charges	\$ 3,097.21

Total Amount Due \$ 3,097.21

Summary of Charges By Type of Service

	Past Due	Current	Subtotal
Electric	\$ 0.00	\$ 99.64	\$ 99.64
Recycling	0.00	4.86	4.86
Sewer	0.00	1,867.89	1,867.89
Water	0.00	1,124.82	1,124.82
	0.00	3,097.21	3,097.21

Remittance Information

Account Number	
Invoice Number	
Bill Date	Feb 01, 2022
Due Date	Feb 20, 2022
Amount Due	\$ 3,097.21

Amount Enclosed: \$ _____

Please include account number on your check and make payable to Indianola Municipal Utilities

DO NOT PAY THIS BILL - AMOUNT WILL BE DEDUCTED FROM YOUR CREDIT CARD ENDING IN 7201 ON Feb 20, 2022.

Billing Inquiries Call: 515-961-9444

Account Summary

Account Number	
Invoice Number	
Bill Date	Feb 01, 2022
Due Date	Feb 20, 2022
Previous Bill	\$ 154.75
Previous Payments	\$ 154.75-
Previous Balance	\$ 0.00
Current Charges	\$ 3,097.21
Advance Payments	\$ 0.00
Amount Due	\$ 3,097.21

Message Center

Questions about products and pricing?
Want to pay a bill?
Check out our website!
indianola.com

Credit Card Payment

Please Select:

☐ **Monthly Recurring**

Please indicate desired payment withdrawal date (5th-20th) - will be 20th if not specified: _____

☐ **One-Time Payment**

Payment will process upon receipt for amount authorized.

Card Number: _____ CVV #: _____ Expiration Date: _____ Amount Authorized: \$ _____
Last 3 digits on back of cardName on Credit Card: _____ Type of Card: ☐ Visa ☐ Mastercard ☐ Discover

Billing Address: _____

City: _____ State: _____ Zip: _____ Signature: _____

Recurring Automatic Payment from Checking Account☐ I would like my account to be paid automatically on the _____ (specify day 5th-20th) of each month from my checking acct for the amount due.**Please sign below and attach a voided check to begin this payment option with your next bill.**

Signature: _____ Date: _____

Has your billing or contact information changed? Update your records by providing this new information.

New Mailing Address: _____ Effective Date: _____

City: _____ State: _____ Zip: _____ Daytime Contact #: _____

Signature: _____ e-Mail: _____

Charge Detail**IMU Electric (330823953)**Recurring Charges (Jan 01 - Jan 31)
Electric Customer Monthly Charge - Bus 24.00Electric Charges
Indianola Municipal Utilities 52.54Taxes, Fees & Surcharges
Electric Sales Tax 5.36**Total for 330823953 \$ 81.90****IMU Electric (10608834)**Recurring Charges (Jan 01 - Jan 31)
Electric Monthly Customer Charge - Res 11.00Electric Charges
Indianola Municipal Utilities 6.74**Total for 10608834 \$ 17.74****IMU Water / City of Indianola Sewer (37315527)**Recurring Charges (Jan 01 - Jan 31)
IMU Water Monthly Customer Charge 8.75
Sewer Customer Monthly Charge-Comm 18.00Usage Charges (thru Jan 26)
Indianola Municipal Utilities 1,052.40
City of Indianola 1,727.69Taxes, Fees & Surcharges
Sewer Sales Tax 122.20
Water Excise Tax 63.67**Total for 37315527 \$ 2,992.71****City of Indianola Recycling**Recurring Charges (Jan 01 - Jan 31)
Recycling 4.86**Total for City of Indianola Recycling \$ 4.86****IMU Indianola Municipal Utilities****104 W 1st - Studio**

Meter	Dates	Period	Days	Type	Current	Reading	Previous	Mult.
10608834	12/15 - 01/13	29	E		294	239		1

*Type Explanation
E Electric Consumption**104 W 1st Ave**

Meter	Dates	Period	Days	Type	Current	Reading	Previous	Mult.
330823953	12/15 - 01/13	29	E		12594	12176		1

IMU Indianola Municipal Utilities**104 W 1st Ave**

Meter	Dates	Period	Days	Type	Current	Reading	Previous	Mult.
37315527	12/15 - 01/13	29	W		3629	1865		100

*Type Explanation
E Electric Consumption
W Water Consumption**IMU Electric - Residential Service (10608834)**

Charges	Allotted	Used	Amount
Electric - Residential Service Winter (w)		55 kWh	6.74
Total for 10608834			\$ 6.74

IMU Electric General Service (330823953)

Charges	Allotted	Used	Amount
E - General Service Winter (w)		418 kWh	52.54
Taxes			Amount
Electric Sales Tax			3.68
Total for 330823953			\$ 56.22

IMU Water Multi-Unit (37315527)

Charges	Allotted	Used	Amount
Water Multi-Unit (m)		176,400 gal	1,052.40
0 - 1,000 gal		1,000 gal	0.00
1,001 - Unlimited gal		175,400 gal	1,052.40
Taxes			Amount
Water Excise Tax			63.14
Total for 37315527			\$ 1,115.54

City of Indianola**City of Indianola Sewer (37315527)**

Charges	Allotted	Used	Amount
Sewer Bus (b)		176,400 gal	1,727.69
Taxes			Amount
Sewer Sales Tax			120.94
Total for 37315527			\$ 1,848.63



MEMORANDUM

To: Mayor and City Council
From: Rick Graves, Water Resource Recovery Director
Date: February 7, 2022
Subject: Approval of an excessive usage claim for 708 West 1st Avenue.

Introduction: Excessive Usage Claim for 708 West 1st Ave

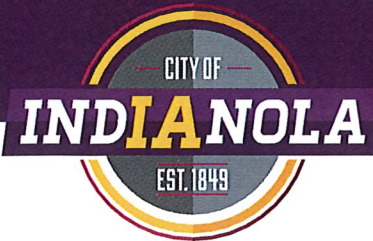
Background:

Discussion: The water meter broke due to freezing. There is a step up (see picture) that did not allow the water to reach the floor drain that goes to the sanitary sewer. The water exited the house through a doorway and on to the ground.

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

Recommendation: The staff recommend a credit of \$1,298.23. According to City Policy, a refund exceeding \$1,000 must be approved by the City Council. The refund shall be a credit on the customer's account and shall not be paid in cash. A simple motion to approve the claim is in order.

Attachments: 1. 708 W 1st Ave



— WATER POLLUTION CONTROL —

EXCESSIVE USAGE COMPLAINT FORM

COMPLAINT INFORMATION

Location: 708 W 1st Ave
Person Filing Complaint: Johansen Enterprises
Address: Same Phone: _____
Date of Complaint: 1-14-2022 Time of Complaint: _____
Nature of Complaint: See next page

INVESTIGATION INFORMATION

Name of Investigator: Jared Keenan - Tyrel Herrick
Date of Investigation: 1-20-2022 Time of Investigation: _____
Comments: The water meter broke due to freezing. There is a step up (see picture) that did not allow the escaped water to make it to the floor drain. The water exited the house through the doorway.

ACTION

Reviewed By: Rick Graves Date: 1-25-2022
Corrective Action: I recommend a reduction of 131,800 gallons which equals to \$1,298.23 from the sewer portion of the bill.
Deduct comes from the highest water usage in the past 12 months.

INDIANOLA MUNICIPAL UTILITIES
EXCESSIVE USAGE CLAIM

NAME Thompson Bart

ADDRESS 708^{West} North 1st Ave

DATE(S) OF LOSS 1-14-22

ARE YOU RESPONSIBLE FOR THE UTILITY BILLS AT THE ABOVE LOCATION: No/yes

CLAIM REQUEST FOR: Electric X Water Sewer

AMOUNT REQUESTED: Electric All Water Sewer

How did you determine the above amounts? Meter broke

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

Tenant heard a noise, I had
been there 2 weeks before &
it was fixed. Discovered meter
broke & 2 leaks under sink

Signature John Thompson Date 1-19-22

Phone Number Wk [REDACTED] Home [REDACTED]

This is the meter usage breakdown for 708 W 1st Ave Unit B. Meter # 10154394

The following 2 snips are from the current February invoice

708 W 1st Ave Unit B	2,167.30
IMU Electric - Landlord	
33416898	22.52
IMU Water/City Sewer Landlord	
10154394	2,144.78

IMU Water/City Sewer Landlord (10154394)	
708 W 1st Ave Unit B Indianola, IA 50125-2320	
Recurring Charges (Jan 01 - Jan 31)	
IMU Water Monthly Customer Chg-LL	8.75
Sewer Customer Monthly Charge-Res-LL	18.00
Usage Charges (thru Jan 26)	
Indianola Municipal Utilities	763.60
City of Indianola	1,308.08
Taxes, Fees & Surcharges	
Water Excise Tax	46.35
Total for 10154394	\$ 2,144.78
Total for 708 W 1st Ave Unit B	\$ 2,167.30

This is the Usage History for this meter.

Requestor Monica Thompson		Water Usage History				Jan 31, 2022 1:24 PM
		Johansen Enterprises LLC (Active: May 01, 2020)				
		708 W 1st Ave Unit B				
		Indianola, IA 50125-2320				
Month	Year	Days	Meter Number	Consumption Meter Reading	Consumption gal	Billed Amount
02	2022	29	26510711	5385	133800	\$2,071.68
01	2022	15	26510711	4047	0	\$0.00
08	2021	28	26510711	3985	2000	\$15.60
07	2021	32	26510711	3965	2000	\$15.60
06	2021	29	26510711	3945	200	\$0.00
05	2021	14	26510711	3943	100	\$0.00
08	2020	32	26510711	3210	0	\$0.00
07	2020	30	26510711	3210	0	\$0.00
8 Invoice Periods				Ave:	17262	
				Min:	0	
				Max:	133800	

Johansen Enterprises 708 West 1st Ave

The water meter is located on the right side and the step up didn't allow the water to run to the drain. Water ran out the front door.





MEMORANDUM

To: Mayor and City Council
From: Andy Lent, Asst. City Manager/CFO
Date: February 7, 2022
Subject: Resolution authorizing closing on 2020 SRF Loan Amendment for the Streetscape Sponsored Project.

Introduction: Resolution authorizing closing on 2020 SRF Loan Amendment for the Streetscape Sponsored Project.

Background: City staff applied for a State Revolving Fund (SRF) stormwater "sponsored" project to fund stormwater improvements around the downtown square in connection with the Streetscape Improvement Project. The City was awarded \$1,7 million in funding for the project. The sponsored project allows a city to amend a SRF loan to lower the interest on the original loan to fund a stormwater improvement project.

Discussion: Towards the end of 2021, the Indianola City Council took action to amend the 2020 SRF loan for the Water Resource Recovery Facility to reduce the interest and fund stormwater improvements on the Square including the pavers and bioretention cells. The resolution in the Council packet takes final action on this amendment.

Budget Impact: \$1.7 Million Funding for Stormwater Improvements on the Downtown Square

Recommendation: Approval of the resolution.

Attachments:

1. Indianola (153) - Authorizing Resolution Sewer Rev CLN (Sponsored Project) (01991171x7F7E1)
2. Indianola (153) - Amended Loan and Disbursement Agreement 2020 Sponsored Project Sewer Rev CLN (01991405x7F7E1)
3. Indianola (153) - Amended Note 2020 Sponsored Project Sewer Rev CLN (01991240x7F7E1)
4. Indianola (153) - C1068R-WRR - \$1.706M Amortization - 2.25.22 (01988552x7F7E1)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

\$18,761,000 Sewer Revenue Capital Loan Notes, Series 2020 (Water Resource Restoration Project – 2022 Sponsored Project)

- Resolution Amending the Original Resolution, approved on March 25, 2020, said Resolution Approving and Authorizing a Loan and Disbursement Agreement with the Iowa Finance Authority and Authorizing and Providing for the Issuance of Sewer Revenue Capital Loan Notes, Series 2020, in Order to Provide for the Funding of a Sponsored Project Under the Terms of a New Series 2020 Note in the Principal Amount of \$18,761,000, which includes approval of a Supplemental Tax Exemption Certificate.

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

February 7, 2022

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

Absent: _____

Vacant: _____

* * * * *

Council Member _____ introduced the following Resolution entitled "RESOLUTION AMENDING THE ORIGINAL RESOLUTION, APPROVED ON MARCH 25, 2020, SAID RESOLUTION APPROVING AND AUTHORIZING A LOAN AND DISBURSEMENT AGREEMENT WITH THE IOWA FINANCE AUTHORITY AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020, IN ORDER TO PROVIDE FOR THE FUNDING OF A SPONSORED PROJECT UNDER THE TERMS OF A NEW SERIES 2020 NOTE TO BE ISSUED IN THE PRINCIPAL AMOUNT OF \$18,761,000, WHICH INCLUDES APPROVAL OF A SUPPLEMENTAL TAX EXEMPTION CERTIFICATE", and moved that the same be adopted. Council Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION AMENDING THE ORIGINAL RESOLUTION, APPROVED ON MARCH 25, 2020, SAID RESOLUTION APPROVING AND AUTHORIZING A LOAN AND DISBURSEMENT AGREEMENT WITH THE IOWA FINANCE AUTHORITY AND AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF SEWER REVENUE CAPITAL LOAN NOTES, SERIES 2020, IN ORDER TO PROVIDE FOR THE FUNDING OF A SPONSORED PROJECT UNDER THE TERMS OF A NEW SERIES 2020 NOTE IN THE PRINCIPAL AMOUNT OF \$18,761,000, WHICH INCLUDES APPROVAL OF A SUPPLEMENTAL TAX EXEMPTION CERTIFICATE

WHEREAS, the Issuer previously issued its Sewer Revenue Capital Loan Note, Series 2020, dated April 17, 2020, in the amount of \$17,059,000 ("Original Note"), pursuant to a Loan and Disbursement Agreement between Issuer and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying the costs of the Project (as defined in the resolution authorizing issuance of the same (hereinafter the "Resolution")); and

WHEREAS, the Issuer has been approved by the Iowa Finance Authority and the Department of Natural Resources for a "sponsored project" amendment to the Original Note for a water resource restoration project described below ("Sponsored Project") to be funded under the terms of a new Series 2020 Note in the principal amount of \$18,761,000 and bearing interest at the rate of 2.01% from December, 1, 2021 ("New Note"); and

WHEREAS, the Iowa Finance Authority has requested that the Original Note be exchanged for the New Note, reflecting the additional amount allocated for the Sponsored Project; and

WHEREAS, pursuant to notice published as required by law, this Council has held public meetings and hearings upon the proposal to institute proceedings for the authorization of a Loan and Disbursement Agreement by and between the Issuer and the Iowa Finance Authority, and the issuance to the Iowa Finance Authority of Sewer Revenue Capital Loan Notes to evidence the obligations of the Issuer under said Loan and Disbursement Agreement, for the purpose of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Waste Water Treatment Plant project, discharge sanitary force main and improvements to the downstream gravity sanitary sewer, with related work and costs associated with a "water resource restoration project" using low impact development practices, which includes the construction of permeable pavers and bioretention cells as part of the Indianola Downtown Square Reconstruction Project, and has considered the extent of objections received from residents or property owners as to said proposal and, accordingly the following action is now considered to be in the best interests of the City and residents thereof; and

WHEREAS, a Sponsored Project Loan and Disbursement Agreement Amendment (hereinafter the "Amendment") has been prepared to reflect said interest rate reduction and additional loan amount, a copy of which is attached hereto as Exhibit A; and

WHEREAS, pursuant to IRS regulations adoption of the Amendment constitutes a reissuance of the Note.

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

Section 1. That the Resolution is hereby amended to reflect the interest rate reduction to 2.01% per annum from and after December 1, 2021 for the remainder of the life of the New Note. The par amount of the New Note is \$18,761,000. Aggregate debt service on the New Note is the same as debt service on the Original Note, accordingly, parity coverage is not affected. Based upon Issuer payments under the Original Note, the outstanding balance of the New Note is \$18,760,000.

Section 2. That the Amendment in substantially the form attached to this Resolution and the New Note are hereby authorized to be executed by the Mayor and attested by the City Clerk. The New Note shall be exchanged with the Iowa Finance Authority for the Original Note.

Section 3. That the Supplemental Tax Certificate regarding the uses of proceeds and the System is hereby approved. The Finance Director is authorized to execute the same.

Section 4. Except as amended herein, all of the other terms and conditions of the Resolution and Agreement are in all respects ratified, confirmed and approved and shall remain in full effect.

PASSED AND APPROVED this 7th day of February, 2022.

Mayor

ATTEST:

City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

WITNESS my hand and the seal of the Council hereto affixed this _____ day of _____, 2022.

(SEAL)

EXHIBIT "A"

SPONSORED PROJECT LOAN & DISBURSEMENT AGREEMENT AMENDMENT

SPONSORED PROJECT LOAN & DISBURSEMENT AGREEMENT AMENDMENT

This Sponsored Project Loan and Disbursement Agreement Amendment is entered into this 25th day of February, 2022 by and between the City of Indianola, State of Iowa ("Issuer") and Iowa Finance Authority ("IFA").

WHEREAS, the Issuer previously issued its Sewer Revenue Capital Loan Note, Series 2020, dated April 17, 2020, in the amount of \$17,059,000 ("Original Note"), pursuant to a Loan and Disbursement Agreement between Issuer and the Iowa Finance Authority, dated of like date (the "Agreement"), for the purpose of defraying the costs of the Project (as defined in the resolution authorizing issuance of the same (hereinafter the "Resolution")); and

WHEREAS, the Issuer has been approved by the Iowa Finance Authority and the Department of Natural Resources for a "sponsored project" amendment to the Original Note for a water restoration project, described in the Amending Resolution ("Sponsored Project"), to be funded under the terms of a new Series 2020 Note in the principal amount of \$18,761,000 ("New Note") and bearing interest at the rate of 2.01% (outstanding balance at closing is \$18,760,000 as the Issuer has paid \$1,000 of principal to date); and

WHEREAS, the Iowa Finance Authority has requested that the Original Note be exchanged for the New Note, reflecting the additional amount allocated for the Sponsored Project.

NOW, THEREFORE, the parties agree as follows:

1. IFA hereby tenders the Original Note to the Issuer for cancellation, and accepts delivery of the New Note of the Issuer in the principal amount of \$18,761,000 bearing interest at the rate of 2.01% (of which the Issuer has previously paid \$1,000 in principal under the Original Note – leaving a principal balance of \$18,760,000).
2. IFA hereby consents to the amendment of the Resolution authorizing the issuance of the Original Note to reflect the increased principal amount of the New Note, the new interest rate of 2.01%, and the additional purposes to which the proceeds shall be applied, and all other conforming amendments that may be necessary to reflect the modified terms of payment.
3. The Original Note is hereby cancelled and from and after the date hereof the parties shall be bound by the terms of the New Note, the principal and interest repayment schedule being as shown on Exhibit A attached hereto.
4. The original Loan and Disbursement Agreement by and between Issuer and IFA dated as of April, 17, 2020 shall also be amended to reflect a principal amount of \$18,761,000, bearing a rate of interest of 2.01% from December 1, 2021 (outstanding balance of \$18,760,000). All other terms and provisions set forth in the original Loan and Disbursement Agreement, except as amended hereof, shall be ratified and confirmed.

CITY OF INDIANOLA, STATE OF IOWA

By: _____
Mayor

ATTEST:

By: _____
City Clerk

IOWA FINANCE AUTHORITY

By: _____

EXHIBIT A

REGISTERED
Certificate No. R-2

REGISTERED
Principal Amount \$18,761,000

**UNITED STATES OF AMERICA
STATE OF IOWA
COUNTY OF WARREN
CITY OF INDIANOLA
SEWER REVENUE CAPITAL LOAN NOTE
SERIES 2020
(WASTE WATER TREATMENT PLANT – 2022 SPONSORED PROJECT AMENDMENT)**

Interest Rate
2.01%

Maturity Date
June 1, 2050

Note Date
April 17, 2020
(amended February 25,
2022)

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

Iowa Finance Authority, Des Moines, Iowa

or registered assigns, the principal sum of EIGHTEEN MILLION SEVEN HUNDRED SIXTY-ONE THOUSAND DOLLARS in lawful money of the United States of America, on the maturity dates and in the principal amounts set forth on the amended Debt Service Schedule attached hereto and incorporated herein by this reference, with interest on said sum from the date of each advancement made under a certain Sponsored Project Loan and Disbursement Agreement Amendment ("Amendment"), dated as of the date hereof until paid at the amended rate of 2.01% per annum, from December 1, 2021 and payable on June 1, 2022, and semiannually thereafter on the 1st day of June and December in each year. As set forth in the attached Debt Service Schedule, principal shall be payable on June 1, 2022 and annually thereafter on the first day of June in the amounts set forth therein until principal and interest are fully paid, except that the final installment of the entire balance of principal and interest, if not sooner paid, shall become due and payable on June 1, 2050. Notwithstanding the foregoing or any other provision hereof, principal and interest shall be payable as shown on said amended Debt Service Schedule until completion of the Project, at which time the final Debt Service Schedule shall be determined and attached hereto based upon actual advancements, final costs and completion of the Project, all as provided in the administrative rules governing the Iowa Water Pollution Control Works Financing Program. Payment of principal and interest of this Note shall at all times conform to said amended Debt Service Schedule and the rules of the Iowa Water Pollution Control Works Financing Program.

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

This Note is issued pursuant to the provisions of Sections 384.24A and 384.83 of the Code of Iowa, as amended, for the purpose of paying costs of acquisition, construction, reconstruction, extending, remodeling, improving, repairing and equipping all or part of the Municipal Sewer System, including those costs associated with a Waste Water Treatment Plant project, discharge sanitary force main and improvements to the downstream gravity sanitary sewer, with related work and costs associated with a "water resource restoration project" using low impact development practices, which includes the construction of permeable pavers and bioretention cells as part of the Indianola Downtown Square Reconstruction Project, and evidences amount payable under a certain Sponsored Project Loan and Disbursement Agreement Amendment dated as of the date hereof, in conformity to an Amended Resolution of the City Council of the Issuer duly passed and approved. For a complete statement of the revenues and funds from which and the conditions under which this Note is payable, a statement of the conditions under which additional Notes of equal standing may be issued, and the

general covenants and provisions pursuant to which this Note is issued, reference is made to the above-described Amendment and Amended Resolution.

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

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

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

IN TESTIMONY WHEREOF, the Issuer by its City Council, has caused this Note to be signed by the manual signature of its Mayor and attested by the manual signature of its City Clerk, with the seal of said City impressed hereon, and to be authenticated by the manual signature of an authorized representative of the Registrar, City Clerk, the City of Indianola, Iowa.

Date of authentication: February 25, 2022

CITY OF INDIANOLA, STATE OF IOWA

This is one of the Notes described in the within mentioned Resolution, as registered by the City Clerk

By: _____
Mayor

CITY CLERK, Registrar

ATTEST:

By: _____
Authorized Signature

By: _____
City Clerk

(SEAL)

Registrar and Transfer Agent: City Clerk
Paying Agent: City Clerk

ASSIGNMENT

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

Dated: _____

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

SIGNATURE)
GUARANTEED) _____

IMPORTANT - READ CAREFULLY

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

INFORMATION REQUIRED FOR REGISTRATION OF TRANSFER

Name of Transferee(s) _____
Address of Transferee(s) _____
Social Security or Tax Identification _____
Number of Transferee(s) _____
Transferee is a(n):
Individual* _____ Corporation _____
Partnership _____ Trust _____

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

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

IA UNIF TRANS MIN ACT - Custodian

(Cust) (Minor)

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

(State)

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

Estimated Amortization Schedule
City of Indianola
Sewer Revenue Bond
CS-1920927-01 / C1068R / WRR20-004



Loan summary

Loan Closing Date	Apr 17, 2020
Final Maturity Date	Jun 1, 2050
Loan Period in Years	30
Annual Interest Rate	2.01% Eff 12.1.21
Total Interest	\$ 6,655,916.47
Servicing Fee Rate	0.25%
Total Servicing Fees	\$ 811,764.29
Total Loan Costs	\$ 7,552,975.76

26,228,680.76

Estimated Draw Schedule

Initiation Fee -	Apr 17, 2020	85,295.00
P & D Payoff -	Apr 17, 2020	-
Drawn as of -	Apr 30, 2021	16,969,705.00
(MA Fee - \$4K)		
Init. Fee - SP -	Feb 25, 2022	8,530.00
Est SP Draw -	Feb 25, 2022	525,155.64
Est SP Draw -	Aug 12, 2022	482,395.74
Est SP Draw -	Dec 16, 2022	338,711.48
Est SP Draw -	Apr 14, 2023	119,355.74
Est SP Draw -	Aug 18, 2023	231,851.40
Total Loaned Amount		18,761,000.00

Payment Date	Beginning Balance	Principal	Interest	Servicing Fee	Total Loan Payment	Total Annual Debt Service	Ending Balance
Jun 1, 2020	85,295.00		286.69	26.06	312.75	312.75	85,295.00
Dec 1, 2020	85,295.00		54,835.34	4,985.03	59,820.37		85,295.00
Jun 1, 2021	17,055,000.00	1,000.00	191,009.22	17,364.47	209,373.69	269,194.06	17,054,000.00
Dec 1, 2021	17,054,000.00		234,492.50	21,317.50	255,810.00		17,054,000.00
Jun 1, 2022	17,587,685.64	1,000.00	174,253.26	21,673.29	196,926.55	452,736.55	17,586,685.64
Dec 1, 2022	18,069,081.38		179,681.97	22,348.50	202,030.47		18,069,081.38
Jun 1, 2023	18,527,148.60	500,000.00	185,027.86	23,013.42	708,041.28	910,071.75	18,027,148.60
Dec 1, 2023	18,259,000.00		182,506.18	22,699.77	205,205.95		18,259,000.00
Jun 1, 2024	18,259,000.00	499,000.00	183,502.95	22,823.75	705,326.70	910,532.65	17,760,000.00
Dec 1, 2024	17,760,000.00		178,488.00	22,200.00	200,688.00		17,760,000.00
Jun 1, 2025	17,760,000.00	509,000.00	178,488.00	22,200.00	709,688.00	910,376.00	17,251,000.00
Dec 1, 2025	17,251,000.00		173,372.55	21,563.75	194,936.30		17,251,000.00
Jun 1, 2026	17,251,000.00	520,000.00	173,372.55	21,563.75	714,936.30	909,872.60	16,731,000.00
Dec 1, 2026	16,731,000.00		168,146.55	20,913.75	189,060.30		16,731,000.00
Jun 1, 2027	16,731,000.00	532,000.00	168,146.55	20,913.75	721,060.30	910,120.60	16,199,000.00
Dec 1, 2027	16,199,000.00		162,799.95	20,248.75	183,048.70		16,199,000.00
Jun 1, 2028	16,199,000.00	544,000.00	162,799.95	20,248.75	727,048.70	910,097.40	15,655,000.00
Dec 1, 2028	15,655,000.00		157,332.75	19,568.75	176,901.50		15,655,000.00
Jun 1, 2029	15,655,000.00	556,000.00	157,332.75	19,568.75	732,901.50	909,803.00	15,099,000.00
Dec 1, 2029	15,099,000.00		151,744.95	18,873.75	170,618.70		15,099,000.00
Jun 1, 2030	15,099,000.00	569,000.00	151,744.95	18,873.75	739,618.70	910,237.40	14,530,000.00
Dec 1, 2030	14,530,000.00		146,026.50	18,162.50	164,189.00		14,530,000.00
Jun 1, 2031	14,530,000.00	582,000.00	146,026.50	18,162.50	746,189.00	910,378.00	13,948,000.00
Dec 1, 2031	13,948,000.00		140,177.40	17,435.00	157,612.40		13,948,000.00
Jun 1, 2032	13,948,000.00	595,000.00	140,177.40	17,435.00	752,612.40	910,224.80	13,353,000.00
Dec 1, 2032	13,353,000.00		134,197.65	16,691.25	150,888.90		13,353,000.00
Jun 1, 2033	13,353,000.00	608,000.00	134,197.65	16,691.25	758,888.90	909,777.80	12,745,000.00
Dec 1, 2033	12,745,000.00		128,087.25	15,931.25	144,018.50		12,745,000.00
Jun 1, 2034	12,745,000.00	622,000.00	128,087.25	15,931.25	766,018.50	910,037.00	12,123,000.00
Dec 1, 2034	12,123,000.00		121,836.15	15,153.75	136,989.90		12,123,000.00
Jun 1, 2035	12,123,000.00	636,000.00	121,836.15	15,153.75	772,989.90	909,979.80	11,487,000.00
Dec 1, 2035	11,487,000.00		115,444.35	14,358.75	129,803.10		11,487,000.00
Jun 1, 2036	11,487,000.00	650,000.00	115,444.35	14,358.75	779,803.10	909,606.20	10,837,000.00
Dec 1, 2036	10,837,000.00		108,911.85	13,546.25	122,458.10		10,837,000.00
Jun 1, 2037	10,837,000.00	665,000.00	108,911.85	13,546.25	787,458.10	909,916.20	10,172,000.00
Dec 1, 2037	10,172,000.00		102,228.60	12,715.00	114,943.60		10,172,000.00
Jun 1, 2038	10,172,000.00	680,000.00	102,228.60	12,715.00	794,943.60	909,887.20	9,492,000.00
Dec 1, 2038	9,492,000.00		95,394.60	11,865.00	107,259.60		9,492,000.00
Jun 1, 2039	9,492,000.00	696,000.00	95,394.60	11,865.00	803,259.60	910,519.20	8,796,000.00
Dec 1, 2039	8,796,000.00		88,399.80	10,995.00	99,394.80		8,796,000.00
Jun 1, 2040	8,796,000.00	711,000.00	88,399.80	10,995.00	810,394.80	909,789.60	8,085,000.00
Dec 1, 2040	8,085,000.00		81,254.25	10,106.25	91,360.50		8,085,000.00
Jun 1, 2041	8,085,000.00	728,000.00	81,254.25	10,106.25	819,360.50	910,721.00	7,357,000.00
Dec 1, 2041	7,357,000.00		73,937.85	9,196.25	83,134.10		7,357,000.00
Jun 1, 2042	7,357,000.00	744,000.00	73,937.85	9,196.25	827,134.10	910,268.20	6,613,000.00
Dec 1, 2042	6,613,000.00		66,460.65	8,266.25	74,726.90		6,613,000.00
Jun 1, 2043	6,613,000.00	761,000.00	66,460.65	8,266.25	835,726.90	910,453.80	5,852,000.00
Dec 1, 2043	5,852,000.00		58,812.60	7,315.00	66,127.60		5,852,000.00
Jun 1, 2044	5,852,000.00	778,000.00	58,812.60	7,315.00	844,127.60	910,255.20	5,074,000.00
Dec 1, 2044	5,074,000.00		50,993.70	6,342.50	57,336.20		5,074,000.00
Jun 1, 2045	5,074,000.00	795,000.00	50,993.70	6,342.50	852,336.20	909,672.40	4,279,000.00
Dec 1, 2045	4,279,000.00		43,003.95	5,348.75	48,352.70		4,279,000.00
Jun 1, 2046	4,279,000.00	814,000.00	43,003.95	5,348.75	862,352.70	910,705.40	3,465,000.00
Dec 1, 2046	3,465,000.00		34,823.25	4,331.25	39,154.50		3,465,000.00
Jun 1, 2047	3,465,000.00	836,000.00	34,823.25	4,331.25	875,154.50	914,309.00	2,629,000.00
Dec 1, 2047	2,629,000.00		26,421.45	3,286.25	29,707.70		2,629,000.00
Jun 1, 2048	2,629,000.00	855,000.00	26,421.45	3,286.25	884,707.70	914,415.40	1,774,000.00
Dec 1, 2048	1,774,000.00		17,828.70	2,217.50	20,046.20		1,774,000.00
Jun 1, 2049	1,774,000.00	875,000.00	17,828.70	2,217.50	895,046.20	915,092.40	899,000.00
Dec 1, 2049	899,000.00		9,034.95	1,123.75	10,158.70		899,000.00
Jun 1, 2050	899,000.00	899,000.00	9,034.95	1,123.75	909,158.70	919,317.40	0.00