CITY OF INDIANOLA COUNCIL MEETING
March 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. Approval of Applications
      1. Approval of Payment Application Number 11 to Langman Construction in the amount of $520,781.80 for the Water Resource Recovery Facility Influent Trunk Sewer and Outfall Sewer Project.
   E. Resolution approving the granting of a Cross Access Easement on 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.
   F. Resolution approving the granting of a Public Utility Easement on 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.
   G. Third 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.
   H. Third 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.
   I. Third 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).

J. Third 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).

K. Resolution awarding a Hay Mowing Contract for the Activity Center.

L. Resolution approving the provider participation agreement between UnitedHealthcare Insurance Company and the City of Indianola.

M. Receive and file the Police Department annual report.

N. Resolution approving salaries.

6. Council Reports

A. Discussion and direction on the HIRTA contribution for Fiscal Year 23.

7. Mayor's Report

A. Community Update

8. Public Consideration

A. Old Business

1. Second consideration of an ordinance amending the city code of the City of Indianola, Iowa to add the Downtown Square Commission.

2. Brush Facility

a. Resolution approving Brush Facility services for 2022.

b. Resolution approving a Professional Services Agreement with Kappelman Appliance for appliance removal at the Brush Facility during the Spring Cleanup Event.

B. New Business

1. Resolution setting wage ranges for Parks, Recreation, and Aquatic Center Seasonal Staff.

2. Resolution approving the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and the Police Unit.

9. Other Business

A. Interim City Manager’s Report – Charlie Dissell

1. Discussion and direction on being a fiscal sponsor for Indianola Noon Lions.

10. Adjourn

11. An exempt session for a strategy meeting to discuss employment conditions.

MEMORANDUM

To: Mayor and City Council

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

Date: March 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: ______________________________

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Open Forum

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(Indianola City Council Rules of Procedure)

MEMORANDUM

To: Mayor and City Council

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

Date: March 7, 2022

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments:
1. Vendor Report - City 3072022 A
2. Vendor Report - City 3072022

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CENTURYLINK				
CENTURYLINK	MONTHLY SERVICE	01/22/2022	54.69	GENERAL FUND
CENTURYLINK	MONTHLY SERVICE	01/22/2022	57.56	GENERAL FUND
Total CENTURYLINK:			112.25	
WARREN COUNTY ENGINEER				
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - BUILDING/ZONING	12/03/2021	49.80	GENERAL FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - PARKS	12/03/2021	591.32	PARK & RECREATI
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - FIRE	12/03/2021	1,486.76	FIRE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - AMBULANCE	12/03/2021	871.24	AMBULANCE FUN
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - POLICE	12/03/2021	2,920.59	POLICE FUND
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - STREET	12/03/2021	1,849.53	ROAD USE TAX FU
WARREN COUNTY ENGINEER	FUEL DISTRIBUTION - SEWER	12/03/2021	681.19	SEWER FUND
Total WARREN COUNTY ENGINEER:			8,450.43	
Grand Totals:			8,562.68	

City Council: ____

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Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL	02/21/2022	4,100.00	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER CLEANING - FEBRUARY	02/21/2022	1,525.00	PARK & RECREATI
Total A 6FT GEEK LLC:			5,625.00	
ACE HARDWARE				
ACE HARDWARE	CONCRETE TOOL	02/18/2022	6.59	ROAD USE TAX FU
ACE HARDWARE	GORILLA/DUCT TAPE	02/18/2022	18.98	GENERAL FUND
Total ACE HARDWARE:			25.57	
AGRILAND FS INC				
AGRILAND FS INC	TORDON	02/18/2022	40.92	PARK & RECREATI
Total AGRILAND FS INC:			40.92	
ALADTEC INC				
ALADTEC INC	SCHEDULING SOFTWARE FOR DEPARTMEN	02/16/2022	1,213.00	FIRE FUND
Total ALADTEC INC:			1,213.00	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	CURTAIN ROD & CURTAINS	02/05/2022	126.65	GENERAL FUND
AMAZON CAPITAL SERVICES	ERGONOMIC MOUSE	02/05/2022	34.99	GENERAL FUND
AMAZON CAPITAL SERVICES	ACTIVITY CENTER COFFEE & CREAMER	02/18/2022	43.38	PARK & RECREATI
AMAZON CAPITAL SERVICES	DETECTIVE SUPPLIES	02/05/2022	49.99	POLICE FUND
AMAZON CAPITAL SERVICES	PAPER TOWELS AND CHARGERS FOR FLAS	02/23/2022	81.27	SEWER FUND
AMAZON CAPITAL SERVICES	CURTAIN RETURN (WRONG SIZE)	02/17/2022	58.80-	GENERAL FUND
AMAZON CAPITAL SERVICES	SHELVES/CHAIR PART	02/21/2022	50.97	GENERAL FUND
AMAZON CAPITAL SERVICES	DANCE SUPPLIES	02/14/2022	119.98	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			448.43	
AUBERT'S TOWING				
AUBERT'S TOWING	TOWING IMPOUND	01/21/2022	175.00	POLICE FUND
AUBERT'S TOWING	TOWING IMPOUND	01/27/2022	145.00	POLICE FUND
Total AUBERT'S TOWING:			320.00	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	03/01/2022	42.90	ROAD USE TAX FU
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	03/01/2022	170.22	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	03/01/2022	11.77	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	03/01/2022	66.71	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION - P&R	03/01/2022	30.87	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	03/01/2022	21.45	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - HR	03/01/2022	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	03/01/2022	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	03/01/2022	30.28	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	03/01/2022	24.56	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	03/01/2022	36.00	LIBRARY FUND
AVESIS THIRD PARTY ADMINIS	VISION - SEWER	03/01/2022	42.90	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	03/01/2022	311.06	GENERAL FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			809.58	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
BERNIE LOWE & ASSOCIATES INC				
BERNIE LOWE & ASSOCIATES I	411 MED CLAIM	12/29/2021	765.37	POLICE FUND
BERNIE LOWE & ASSOCIATES I	411 MED CLAIM	01/12/2022	109.30	POLICE FUND
BERNIE LOWE & ASSOCIATES I	411 MED CLAIM	02/16/2022	338.55	POLICE FUND
Total BERNIE LOWE & ASSOCIATES INC:			1,213.22	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	MEMORIAL PLAQUES	02/21/2022	590.00	PARK & RECREATI
BOB'S CUSTOM TROPHIES	NAME PLATE-NEW BOA MEMBERS	02/23/2022	10.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			600.00	
BOEGE, LISA				
BOEGE, LISA	YOUTH BASKETBALL OFFICIAL	02/28/2022	180.00	PARK & RECREATI
Total BOEGE, LISA:			180.00	
CENTRAL IOWA PEST CONTROL SRVCS				
CENTRAL IOWA PEST CONTRO	EXTERMINATOR	02/18/2022	185.00	GENERAL FUND
Total CENTRAL IOWA PEST CONTROL SRVCS:			185.00	
CHIA, MICHAEL				
CHIA, MICHAEL	CELL PHONE	02/28/2022	50.00	POLICE FUND
Total CHIA, MICHAEL:			50.00	
CINTAS CORPORATION				
CINTAS CORPORATION	WRRD FIRST AID SUPPLIES	02/21/2022	56.16	SEWER FUND
Total CINTAS CORPORATION:			56.16	
CIRCLE B CASHWAY				
CIRCLE B CASHWAY	NEW REFRIGERATOR AND TRAINING WOOD	02/15/2022	1,114.00	FIRE FUND
CIRCLE B CASHWAY	WOOD FOR TRAINING PROPS	02/17/2022	368.00	FIRE FUND
CIRCLE B CASHWAY	REPLACEMENT MAILBOX	02/22/2022	26.99	ROAD USE TAX FU
CIRCLE B CASHWAY	STOCK MAILBOXES	02/22/2022	49.98	ROAD USE TAX FU
Total CIRCLE B CASHWAY:			1,558.97	
CONVERGINT TECHNOLOGIES LLC				
CONVERGINT TECHNOLOGIES	NORTH DOOR REPAIRS	02/16/2022	263.00	GENERAL FUND
Total CONVERGINT TECHNOLOGIES LLC:			263.00	
CROSS, CHUCK				
CROSS, CHUCK	CCROSS WELLNESS FITNESS	02/28/2022	25.00	FIRE FUND
Total CROSS, CHUCK:			25.00	
DAVENPORT FIRE DEPARTMEN				
DAVENPORT FIRE DEPARTMEN	READING SMOKE PATTERNS FIRE TRAININ	02/28/2022	50.00	FIRE FUND
Total DAVENPORT FIRE DEPARTMEN:			50.00	
DENNING, SANDY				
DENNING, SANDY	PROGRAM REFUND - ILLNESS	02/25/2022	45.00	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total DENNING, SANDY:			45.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	PH NOTICE FY22 BUDGET AMENDMENT	01/31/2022	140.83	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			140.83	
DIGITECH				
DIGITECH	EMS BILLING INVOCIE	02/10/2022	3,803.05	AMBULANCE FUN
Total DIGITECH:			3,803.05	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	TIRE REPAIR ON 2019 F350	02/22/2022	26.86	PARK & RECREATI
Total DOWNEY TIRE PROS:			26.86	
ELIXIR RX SOLUTIONS				
ELIXIR RX SOLUTIONS	411 RX	02/15/2022	42.56	POLICE FUND
Total ELIXIR RX SOLUTIONS:			42.56	
EMERGENCY MEDICAL PRODUCTS INC				
EMERGENCY MEDICAL PRODU	EMS LANCETS	02/11/2022	53.70	AMBULANCE FUN
Total EMERGENCY MEDICAL PRODUCTS INC:			53.70	
FOX ENGINEERING				
FOX ENGINEERING	AUXILLARY SERVICES BUILDING	02/11/2022	202.50	GENERAL FUND
FOX ENGINEERING	FOX RUN PLAT 2 SW REVIEW	02/14/2022	283.50	GENERAL FUND
Total FOX ENGINEERING:			486.00	
HAWKINS, ROB				
HAWKINS, ROB	CELL PHONE	02/14/2022	50.00	POLICE FUND
Total HAWKINS, ROB:			50.00	
HENDERSON PRODUCTS INC				
HENDERSON PRODUCTS INC	SHOP SUPPLIES	02/22/2022	23.51	ROAD USE TAX FU
HENDERSON PRODUCTS INC	SHOP SUPPLIES	02/23/2022	23.51-	ROAD USE TAX FU
Total HENDERSON PRODUCTS INC:			.00	
HENRY, D. LYNN				
HENRY, D. LYNN	YOUTH BASKETBALL OFFICIAL	02/28/2022	45.00	PARK & RECREATI
Total HENRY, D. LYNN:			45.00	
HERC-U-LIFT				
HERC-U-LIFT	PALLET RACKING	02/24/2022	1,984.81	ROAD USE TAX FU
Total HERC-U-LIFT:			1,984.81	
HR GREEN INC				
HR GREEN INC	WRRF CONST ENG	02/25/2022	73,956.49	WWTP FACILITY C

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HR GREEN INC:			73,956.49	
HY-VEE				
HY-VEE	BIOMETRIC SCREENINGS - FINANCE/CLERK	01/10/2022	100.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENINGS - COMM DEV	01/10/2022	95.00	GENERAL FUND
HY-VEE	BIOMETRIC SCREENINGS - STREETS	01/10/2022	100.00	ROAD USE TAX FU
HY-VEE	BIOMETRIC SCREENINGS - POLICE	01/10/2022	400.00	POLICE FUND
HY-VEE	BIOMETRIC SCREENINGS - FIRE	01/10/2022	315.00	FIRE FUND
HY-VEE	BIOMETRIC SCREENINGS - P&R	01/10/2022	95.00	PARK & RECREATI
HY-VEE	BIOMETRIC SCREENINGS - PARKS	01/10/2022	45.00	PARK & RECREATI
HY-VEE	BIOMETRIC SCREENINGS - LIBRARY	01/10/2022	65.00	LIBRARY FUND
HY-VEE	BIOMETRIC SCREENINGS - SEWER	01/10/2022	135.00	SEWER FUND
HY-VEE	BIOMETRIC SCREENINGS - MILEAGE	01/10/2022	19.04	GENERAL FUND
Total HY-VEE:			1,369.04	
INDIANOLA MUNICIPAL UTILITIES				
INDIANOLA MUNICIPAL UTILITIE	SEWER CREDIT CARD PROCESSING FEE	02/23/2022	1,155.10	SEWER FUND
INDIANOLA MUNICIPAL UTILITIE	STORM WTR CREDIT CARD PROCESSING F	02/23/2022	65.63	STORMWATER UTI
INDIANOLA MUNICIPAL UTILITIE	RECYCLING CREDIT CARD PROCESSING F	02/23/2022	91.88	RECYCLING FUND
Total INDIANOLA MUNICIPAL UTILITIES:			1,312.61	
INDOFF INCORPORATED				
INDOFF INCORPORATED	PICTURE FRAMES FOR COUNCIL MEMBERS	02/16/2022	88.29	GENERAL FUND
Total INDOFF INCORPORATED:			88.29	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPERCUT & CONN	02/17/2022	3,346.70	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,346.70	
IOWA PLAINS SIGNING INC				
IOWA PLAINS SIGNING INC	BASES FOR SIGN POSTS	02/21/2022	1,320.00	ROAD USE TAX FU
Total IOWA PLAINS SIGNING INC:			1,320.00	
IOWA SIGNAL INC.				
IOWA SIGNAL INC.	COUNTDOWN PEDESTRIAN SIGNAL HEADS	02/16/2022	6,600.00	ROAD USE TAX FU
IOWA SIGNAL INC.	BRACKET FOR OVERHEAD STREETNAME SI	02/16/2022	940.00	ROAD USE TAX FU
IOWA SIGNAL INC.	TRAFFIC SIGNAL /SIGN REPAIR VALLEY PL	02/22/2022	200.00	ROAD USE TAX FU
Total IOWA SIGNAL INC.:			7,740.00	
IOWA WATER MANAGEMENT CO.				
IOWA WATER MANAGEMENT C	WATER MGR MUNICIPAL BLDG	03/01/2022	150.00	GENERAL FUND
IOWA WATER MANAGEMENT C	WATER MGR LIBRARY	03/01/2022	40.00	LIBRARY FUND
Total IOWA WATER MANAGEMENT CO.:			190.00	
JV TRUCKING LLC				
JV TRUCKING LLC	ICE CONTROL SAND	02/24/2022	898.62	ROAD USE TAX FU
Total JV TRUCKING LLC:			898.62	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
KIESLER POLICE SUPPLY INC				
KIESLER POLICE SUPPLY INC	AMMUNITION	02/16/2022	1,017.92	POLICE FUND
Total KIESLER POLICE SUPPLY INC:			1,017.92	
LANGMAN CONSTRUCTION INC				
LANGMAN CONSTRUCTION INC	TRUNK SEWER PAY APP #11	02/28/2022	520,781.80	WWTP FACILITY C
Total LANGMAN CONSTRUCTION INC:			520,781.80	
LAWSON PRODUCTS				
LAWSON PRODUCTS	HARDWARE FOR SIGNAGE INSTALLATION	02/14/2022	123.88	ROAD USE TAX FU
Total LAWSON PRODUCTS:			123.88	
LIFEGUARD STORE INC, THE				
LIFEGUARD STORE INC, THE	AQUATIC CENTER WHISTLES & LANYARDS	02/17/2022	243.73	POOL (MEMORIAL)
LIFEGUARD STORE INC, THE	AQUATIC CENTER RESCUE TUBE	02/17/2022	43.00	POOL (MEMORIAL)
Total LIFEGUARD STORE INC, THE:			286.73	
MACQUEEN EQUIPMENT				
MACQUEEN EQUIPMENT	FUEL FILTER FOR SWEEPER	02/24/2022	388.34	ROAD USE TAX FU
MACQUEEN EQUIPMENT	SWEEPER REPAIR #26	02/28/2022	7,461.35	ROAD USE TAX FU
MACQUEEN EQUIPMENT	HXX KIT FOR VACTOR	03/01/2022	5,766.21	VEHICLE RESERV
Total MACQUEEN EQUIPMENT:			13,615.90	
MATHESON TRI-GAS INC				
MATHESON TRI-GAS INC	EMS OXYGEN	10/31/2021	175.94	AMBULANCE FUN
MATHESON TRI-GAS INC	EMS OXYGEN	02/28/2022	146.35	AMBULANCE FUN
Total MATHESON TRI-GAS INC:			322.29	
MAY, MARELANE M				
MAY, MARELANE M	PROGRAM REFUND - ILLNESS	02/24/2022	45.00	PARK & RECREATI
Total MAY, MARELANE M:			45.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	PAINT BRUSHES, HOSE NOZZLE	02/23/2022	15.99	PARK & RECREATI
MCCOY HARDWARE INC	ACTIVITY CENTER FAN & LIGHT SWITCH	02/23/2022	38.21	PARK & RECREATI
Total MCCOY HARDWARE INC:			54.20	
MCFARLAND, MADELINE				
MCFARLAND, MADELINE	YOUTH BASKETBALL OFFICIAL	02/28/2022	126.00	PARK & RECREATI
Total MCFARLAND, MADELINE:			126.00	
METCALF, BRAD				
METCALF, BRAD	CELL BILL	02/28/2022	50.00	POLICE FUND
METCALF, BRAD	CELL BILL	02/28/2022	50.00	POLICE FUND
Total METCALF, BRAD:			100.00	
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	02/14/2022	12.42	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MID AMERICAN ENERGY CO.	STREET LIGHTING	02/14/2022	129.26	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	02/17/2022	80.94	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	02/17/2022	37.15	SEWER FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	02/21/2022	1,027.31	PARK & RECREATI
MID AMERICAN ENERGY CO.	UTILITIES - GAS	02/21/2022	4,585.73	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	UTILITIES - GAS	02/21/2022	349.91	POLICE FUND
MID AMERICAN ENERGY CO.	69750-52006 QM3 LIFT	02/21/2022	75.47	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	02/21/2022	3,023.91	POLICE FUND
Total MID AMERICAN ENERGY CO.:			9,322.10	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	DENTAL ADJ - EE LIABILITY	02/18/2022	1,499.41	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - PARKS	02/18/2022	115.86	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - P&R	02/18/2022	173.43	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL - AMBULANCE	02/18/2022	393.31	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - FIRE	02/18/2022	69.41	FIRE FUND
MUTUAL OF OMAHA	DENTAL - POLICE	02/18/2022	987.77	POLICE FUND
MUTUAL OF OMAHA	DENTAL - STREETS	02/18/2022	332.01	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - COMM DEV	02/18/2022	138.67	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	02/18/2022	216.15	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	02/18/2022	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - HR	02/18/2022	81.10	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - EE LIABILITY	02/18/2022	711.54	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - LIBRARY	02/18/2022	274.73	LIBRARY FUND
MUTUAL OF OMAHA	LIFE AD&D - SEWER	02/18/2022	357.39	SEWER FUND
MUTUAL OF OMAHA	LIFE AD&D - COMM DEV	02/18/2022	235.12	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - FINANCE/CLERK	02/18/2022	236.35	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - IT	02/18/2022	48.52	GENERAL FUND
MUTUAL OF OMAHA	LIFE AD&D - HR	02/18/2022	68.26	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - SEWER	02/18/2022	189.00	SEWER FUND
MUTUAL OF OMAHA	DENTAL - LIBRARY	02/18/2022	262.49	LIBRARY FUND
MUTUAL OF OMAHA	LIFE AD&D - PARKS	02/18/2022	212.19	PARK & RECREATI
MUTUAL OF OMAHA	LIFE AD&D - P&R	02/18/2022	281.31	PARK & RECREATI
MUTUAL OF OMAHA	LIFE AD&D - AMBULANCE	02/18/2022	812.50	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE AD&D - FIRE	02/18/2022	143.38	FIRE FUND
MUTUAL OF OMAHA	LIFE AD&D - POLICE	02/18/2022	1,612.30	POLICE FUND
MUTUAL OF OMAHA	LIFE AD&D - STREETS	02/18/2022	343.03	ROAD USE TAX FU
Total MUTUAL OF OMAHA:			9,876.33	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	HEADLIGHT BULB FOR JD 5090M TRACTOR	02/16/2022	7.21	PARK & RECREATI
O'REILLY AUTO PARTS	PARTS FOR UNIT 26 SWEEPER	02/23/2022	27.44	ROAD USE TAX FU
O'REILLY AUTO PARTS	LIGHT FOR #9 DUMP TRUCK	02/23/2022	70.18	ROAD USE TAX FU
O'REILLY AUTO PARTS	RETURNED FILTERS	02/23/2022	29.17-	SEWER FUND
Total O'REILLY AUTO PARTS:			75.66	
PURCHASE POWER				
PURCHASE POWER	POSTAGE REFILL	02/20/2022	248.53	GENERAL FUND
PURCHASE POWER	POSTAGE SUPPLIES	02/20/2022	67.99	GENERAL FUND
Total PURCHASE POWER:			316.52	
RAFFETY, JACKIE				
RAFFETY, JACKIE	CELL - FEBRUARY 2022	02/28/2022	50.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total RAFFETY, JACKIE:			50.00	
REDITECH				
REDITECH	PD SERVER REPLACEMENT	02/16/2022	16,083.75	VEHICLE RESERV
Total REDITECH:			16,083.75	
RUNYAN, JACKSON				
RUNYAN, JACKSON	YOUTH BASKETBALL OFFICIAL	02/28/2022	36.00	PARK & RECREATI
Total RUNYAN, JACKSON:			36.00	
SHI INTERNATIONAL CORP				
SHI INTERNATIONAL CORP	BACK-UPS X8	02/14/2022	403.20	GENERAL FUND
Total SHI INTERNATIONAL CORP:			403.20	
SPANISH COMMUNICATION SERVICES, LLC				
SPANISH COMMUNICATION SE	DETECTIVE SUPPLIES	02/21/2022	140.00	POLICE FUND
Total SPANISH COMMUNICATION SERVICES, LLC:			140.00	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	ACTIVITY CENTER PEST CONTROL	02/02/2022	64.00	PARK & RECREATI
Total SPRINGER PROFESSIONAL HOME SERVICES:			64.00	
STERNQUIST CONST. INC.				
STERNQUIST CONST. INC.	CRUSHED ASPHALT	02/21/2022	32.62	ROAD USE TAX FU
Total STERNQUIST CONST. INC.:			32.62	
STEWART, NICOLE				
STEWART, NICOLE	CELL BILL	02/28/2022	50.00	POLICE FUND
Total STEWART, NICOLE:			50.00	
T.R.M. DISPOSAL LLC				
T.R.M. DISPOSAL LLC	ACCT #1506 TRASH	02/24/2022	93.00	GENERAL FUND
T.R.M. DISPOSAL LLC	GARBAGE	02/24/2022	18.00	POLICE FUND
T.R.M. DISPOSAL LLC	ACCT #583 NORTH PLANT	02/24/2022	90.00	SEWER FUND
Total T.R.M. DISPOSAL LLC:			201.00	
TRUCK EQUIPMENT INC				
TRUCK EQUIPMENT INC	CUTTING EDGE KIT FOR WESTERN SNOWP	02/28/2022	443.52	PARK & RECREATI
Total TRUCK EQUIPMENT INC:			443.52	
VETTER EQUIPMENT CO				
VETTER EQUIPMENT CO	MOTOR OIL, FILTERS FOR CASE 45C TRACT	02/24/2022	88.95	PARK & RECREATI
Total VETTER EQUIPMENT CO:			88.95	
WELLS FARGO CCER				
WELLS FARGO CCER	Iowa Library AssociationILA Membership	01/06/2022	95.00	LIBRARY FUND
WELLS FARGO CCER	Smk Surveymonkey.ComSurvey Monkey Annua	01/16/2022	384.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Fleet Farm Cstore 3310Kerosene for Heaters	01/06/2022	116.25	SEWER FUND
WELLS FARGO CCER	Quill Corporationoffice supplies- 10TB - hard dri	01/06/2022	367.98	POLICE FUND
WELLS FARGO CCER	Iowa Prison IndustriesSchumacher academy un	01/20/2022	230.00	POLICE FUND
WELLS FARGO CCER	Van Wall Equipment2.5 Gallons Cool Gard Antif	01/20/2022	40.29	PARK & RECREATI
WELLS FARGO CCER	Sirchie Finger Print Labofingerprinting	01/17/2022	67.30	POLICE FUND
WELLS FARGO CCER	Wpy Iowa Water EnvironmenIAWEA Membershi	01/17/2022	100.00	SEWER FUND
WELLS FARGO CCER	Hy-Vee Indianola 1271Staff Training	01/17/2022	36.36	LIBRARY FUND
WELLS FARGO CCER	Jimmy Johns 1091 - EcommStaff Training	01/17/2022	96.33	LIBRARY FUND
WELLS FARGO CCER	Adobe Acropro Subscontract - monthly	01/27/2022	14.99	POLICE FUND
WELLS FARGO CCER	Ebay O 09-08161-17188officer - weapon batteri	01/21/2022	149.99	POLICE FUND
WELLS FARGO CCER	Wal-Mart #1491Event Supplies - Daddy Daught	01/21/2022	47.47	PARK & RECREATI
WELLS FARGO CCER	Nor Northern ToolPallet Jack for WRRF. Price is	01/21/2022	339.99	WWTP FACILITY C
WELLS FARGO CCER	In Gifts GaloreEgg Hunt - Filled Eggs	01/20/2022	190.00	PARK & RECREATI
WELLS FARGO CCER	Iowa Prison IndustriesStrong academy uniforms	01/20/2022	230.00	POLICE FUND
WELLS FARGO CCER	Warren County OilLP for North Plant	01/14/2022	2,760.12	SEWER FUND
WELLS FARGO CCER	Mercyone Clive00015776Medications - glutose,	01/14/2022	1,402.49	AMBULANCE FUN
WELLS FARGO CCER	Sangoma Us IncSIP Station	01/07/2022	45.69	GENERAL FUND
WELLS FARGO CCER	Community Training CenterACLS instructor ren	01/07/2022	75.00	AMBULANCE FUN
WELLS FARGO CCER	Mercyone Clive00015776adrenalin	01/29/2022	164.30	AMBULANCE FUN
WELLS FARGO CCER	Mdc Magnoliajournal Ms65020- magnolia journa	01/01/2022	21.40	LIBRARY FUND
WELLS FARGO CCER	TheisenS #21Tools for Trucks and Shop	01/24/2022	103.90	PARK & RECREATI
WELLS FARGO CCER	Executive Laser WashCar Washes for Explorer	01/24/2022	25.00	GENERAL FUND
WELLS FARGO CCER	Government Finance OfficLent-Rethinking Budg	01/19/2022	30.00	GENERAL FUND
WELLS FARGO CCER	TheisenS #21Motor Oil, Hydraulic Seal Stop Le	01/19/2022	137.91	PARK & RECREATI
WELLS FARGO CCER	Wal-Mart #1491New pans, dishes and utensils f	01/19/2022	170.71	FIRE FUND
WELLS FARGO CCER	Batteriesplusbulbs 0203Batteries for South Plan	01/14/2022	78.78	SEWER FUND
WELLS FARGO CCER	Nce Empowering SafetyCardiac Monitor Mounts	01/04/2022	3,896.00	AMBULANCE FUN
WELLS FARGO CCER	Hy-Vee Indianola 1271Program	01/04/2022	13.50	LIBRARY FUND
WELLS FARGO CCER	Print-2-Mailrefund on sales tax	01/04/2022	1.68-	GENERAL FUND
WELLS FARGO CCER	TheisenS #21Ice Rink Cable Ties	01/04/2022	33.98	PARK & RECREATI
WELLS FARGO CCER	Adobe Creative CloudAdobe Monthly Subscripti	12/31/2021	52.99	PARK & RECREATI
WELLS FARGO CCER	TheisenS #21Synthetic Motor Oil	01/24/2022	35.92	PARK & RECREATI
WELLS FARGO CCER	Community Training CenterACLS renewal cars	01/26/2022	40.00	AMBULANCE FUN
WELLS FARGO CCER	Wal-Mart #1491Special programming	01/18/2022	3.76	LIBRARY SPECIAL
WELLS FARGO CCER	Wal-Mart #1491Family programming	01/18/2022	28.34	LIBRARY FUND
WELLS FARGO CCER	Easycanvasprints.ComCanvas Prints for Shop	01/18/2022	118.37	PARK & RECREATI
WELLS FARGO CCER	Fleet Farm Cstore 3310Kerosene for Heaters	01/12/2022	59.50	SEWER FUND
WELLS FARGO CCER	Bound Tree Medical LlcMedical Supply Ambula	01/04/2022	230.88	AMBULANCE FUN
WELLS FARGO CCER	Wm Supercenter #1491Activity Center Supplies	01/10/2022	44.14	PARK & RECREATI
WELLS FARGO CCER	The Ups Store 6682Mail radio cables to Life line	01/10/2022	23.25	AMBULANCE FUN
WELLS FARGO CCER	Community Training CenterBLS instructor rene	01/10/2022	75.00	AMBULANCE FUN
WELLS FARGO CCER	Wal-Mart #1491Adult Program	01/26/2022	13.57	LIBRARY FUND
WELLS FARGO CCER	Van Wall EquipmentOil Filter, Air Filters, Fuel Fi	01/26/2022	67.38	PARK & RECREATI
WELLS FARGO CCER	Wm Supercenter #1491Teen programming	01/26/2022	106.02	LIBRARY FUND
WELLS FARGO CCER	Blauer ManufacturingBlauer ball caps for unifor	01/25/2022	63.96	POLICE FUND
WELLS FARGO CCER	TheisenS #21Discs for removing pipe at South	01/25/2022	23.98	SEWER FUND
WELLS FARGO CCER	Van Wall EquipmentO-rings for Power Washer	01/25/2022	3.62	SEWER FUND
WELLS FARGO CCER	Eb 2022 Economic ForeEconomic Forecast Lun	01/11/2022	54.67	GENERAL FUND
WELLS FARGO CCER	Bound Tree Medical LlcCOVID-19 EMS supplie	01/11/2022	82.68	AMBULANCE FUN
WELLS FARGO CCER	Bound Tree Medical LlcEMS supplies Nitrile glo	01/10/2022	928.40	AMBULANCE FUN
WELLS FARGO CCER	Stew Hansen Dodge City JeRepair medic unit 2	01/28/2022	848.80	AMBULANCE FUN
WELLS FARGO CCER	Fleet Farm Cstore 3310Kerosene for Heaters	01/28/2022	39.37	SEWER FUND
WELLS FARGO CCER	4imprint, Incbadge stickers	01/28/2022	257.69	POLICE FUND
WELLS FARGO CCER	TheisenS #21Torch for Propane Tank	01/25/2022	59.99	SEWER FUND
WELLS FARGO CCER	Fleet Farm Fuel 3315Kerosene for Heaters	01/25/2022	120.00	SEWER FUND
WELLS FARGO CCER	Wm Supercenter #1491Family program	01/25/2022	30.72	LIBRARY FUND
WELLS FARGO CCER	Book Outletteen books	01/13/2022	37.94	LIBRARY FUND
WELLS FARGO CCER	Overdrive DistEbooks	01/13/2022	2,000.00	LIBRARY FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Bound Tree Medical LlcMedical Supply Ambula	01/13/2022	66.00	AMBULANCE FUN
WELLS FARGO CCER	Mercyone Clive00015776adrenalin	01/28/2022	131.44	AMBULANCE FUN
WELLS FARGO CCER	Adobe IncAdobe subscription renewal	01/28/2022	599.88	GENERAL FUND
WELLS FARGO CCER	Spencer Municipal HospCPR cards for city empl	01/28/2022	101.00	AMBULANCE FUN
WELLS FARGO CCER	Iowa Library Association62100- ILA membershi	01/03/2022	90.00	LIBRARY FUND
WELLS FARGO CCER	Wm Supercenter #1491Detective tubs	01/03/2022	104.41	POLICE FUND
WELLS FARGO CCER	Vistapr Vistaprint.ComIsaiah Strong bus cards	01/03/2022	36.48	POLICE FUND
WELLS FARGO CCER	CappelS Ace Hardware InWood Pellets 20# bag	01/13/2022	37.98	FIRE FUND
WELLS FARGO CCER	MailchimpMarketing	01/13/2022	56.70	LIBRARY FUND
WELLS FARGO CCER	Book Outletgames and puzzles	01/13/2022	135.44	LIBRARY FUND
WELLS FARGO CCER	Safariland, LlcStewart -Model 6377 ALS® Conc	01/06/2022	79.99	POLICE FUND
WELLS FARGO CCER	Iowa Library AssociationMembership dues	01/06/2022	115.00	LIBRARY FUND
WELLS FARGO CCER	Iowa Library AssociationProfessional associatio	01/06/2022	75.00	LIBRARY FUND
WELLS FARGO CCER	Zero9 Solutions LlcStewart holster	01/05/2022	44.95	POLICE FUND
WELLS FARGO CCER	In Studio Fusco - LlcPrint Hazardous Materials	01/05/2022	48.00	FIRE FUND
WELLS FARGO CCER	Isu Event RegistrationWinter 2022 Clerk Classe	01/05/2022	128.00	GENERAL FUND
Total WELLS FARGO CCER:			18,764.26	
WIEGERT DISPOSAL CO.				
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - PARKS	03/01/2022	75.00	PARK & RECREATI
WIEGERT DISPOSAL CO.	JANITORIAL SERVICES - RECREATION	03/01/2022	35.00	PARK & RECREATI
Total WIEGERT DISPOSAL CO.:			110.00	
YMCA OF GREATER DSM				
YMCA OF GREATER DSM	EMPLOYER EXPENSE	02/15/2022	310.00	GENERAL FUND
YMCA OF GREATER DSM	EE LIABILITY	02/15/2022	820.50	GENERAL FUND
Total YMCA OF GREATER DSM:			1,130.50	
Grand Totals:			703,225.54	

City Council: ____

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MEMORANDUM

To: Mayor and City Council

From:

Date: March 7, 2022

Subject: Approval of Minutes of the prior council meetings

Recommendation: Roll call is in order.

Attachments:
1. 02222022 CC Minutes
2. 03022022 CC Special Meeting Minutes

CITY OF INDIANOLA COUNCIL MEETING
February 22, 2022
6:00 PM
City Council Chambers
Minutes

The Indianola City Council met in regular session at 6:00 PM on February 22, 2022 in the City Hall Council Chambers. Mayor Stephanie Erickson called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Ron Dalby, Gwen Schroder (via phone due to being out of town), Christina Beach, Steve Richardson and Mayor Erickson. Absent: None.

There were no public comments offered.

Council Member Parker moved to approve the Consent Agenda and Dalby seconded it. In discussion, Interim City Manager Charlie Dissell highlighted items on the consent agenda. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously. The consent agenda was as follows:

- Approval of Agenda
- Approval of Claims
- Resolution 2022-035 approving monthly transfers.
- Approval of Minutes of the prior council meetings.
- Resolution 2022-036 setting a Public Hearing for March 21, 2022 at 6:00 p.m. regarding an amendment to Chapter 165, creating an exception to nonconforming structures.
- Approval of a renewal liquor license for Thorn Tree Development dba Deer Run Golf Club.
- Approval of a renewal liquor license for Dolgencorp, LLC, dba Dollar General Store #6777.
- Approval of a renewal application for Casey's General Store, located on Trailridge Avenue.
- Approval of a renewal liquor license for Deng's Garden.
- Approval of an amendment to Hy-Vee Food Store, Hy-Vee Gas and Hy- Vee Market Cafe's liquor license applications.
- Approval of a noise permit for the Warren County Speedway.
- Approval of Payment Application Number 20 to Williams Brothers Construction in the amount of $1,104,305.07 for the Water Resource Recovery Facility project.
- Approval of Payment Application Number 8 from Absolute Concrete in the amount of $34,667.78 for the Streetscape Project.
- Approval of Urban Revitalization Designations.
- Third consideration of an ordinance amending the city code of the City of Indianola, Iowa regarding the requirement of sanitary disposal.
- Second 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.
- Second 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).
- Second 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).
- Second 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.
- Resolution 2022-037 approving a contract with Dust Pros Janitorial.
- Resolution 2022-038 approving salaries.

City Treasurer Doug Shull presented the January 2022 Treasurer's Report. Council Member Parker moved to receive and file the Treasurer's Report and Hulen seconded it. The LOST fund balance was discussed. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Parker moved to receive and file the EMS Billing Activity Report for December 2021 and Schroder seconded it. In discussion, Dalby requested that future reports include run totals for the month. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Parker moved to receive and file the EMS Billing Activity Report for January 2022 and Richardson seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Council Member Richardson stated the Metro Advisory Committee discussed proposed legislation changes that may affect cities..

In the Community Update, Mayor Erickson introduced three Mayor's Youth Council members in attendance. She has also met with House and Senate leadership regarding a proposed bill.

Council Member Richardson moved to open the Public Hearing on the plans, specifications, form of contract and estimate of costs for the 2022 Infrastructure Improvements on West Boston Avenue, North F Street and West Clinton Avenue. Council Member Hulen 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.

Public Works Director, Akhilesh Pal reviewed the project plans and funding. Dave Moeller, Snyder and Assoc., discussed factors that may affect the project and how rapid inflation influenced the bid prices. There were no other public comments offered.

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

Council Member Hulen moved to approve Resolution 2022-039 approving the plans, specifications, form of contract and estimate of cost for the 2022 Infrastructure Improvements on West Boston Avenue, North F Street, and West Clinton Avenue. Council Member Richardson 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.

Council Member Schroder moved to approve Resolution 2022-040 awarding a contract to Absolute Concrete for the 2022 Infrastructure Improvements Project. Council Member Richardson seconded it. In discussion, Pal stated that staff held a meeting for residents in the construction area and will be sending a notice of construction to all residents in the area after a pre-construction meeting with Absolute Concrete. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Beach moved to open the Maximum Property Tax Dollars Public Hearing. Council Member Richardson 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.

Assistant City Manager/Finance Director Andy Lent explained this Public Hearing and resolution is for all property tax dollars except the debt service levy. No other public comments were offered.

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

Council Member Dalby moved to approve Resolution 2022-041 approving the Fiscal Year 2023 Maximum Property Tax Dollars. Council Member Parker 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.

Council Member Richardson moved to approve Resolution 2022-042 setting a Public Hearing for March 21, 2022 at 6:00 p.m. for the Fiscal Year 23 budget. Council Member Parker 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.

Council Member Richardson moved to approve the first consideration of an ordinance amending the city code of the City of Indianola, Iowa to add the Downtown Square Commission. Council Member Parker seconded it. In discussion, Interim City Manager/Community Development Director Charlie Dissell reviewed the proposed ordinance. Council members discussed membership requirements for commission members. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council Member Parker moved to approve Resolution 2022-043 approving a termination certificate of the Development Agreement between the City of Indianola and Diligent Prairie Glynn, LLC and Jerry's Homes, Inc. Council Member Richardson seconded it. In discussion, Dissell explained the need for a termination certificate. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Council directed Lent to budget for the recommended civic organization requests, noting they would like to have a study session to discuss a matrix for deciding how this money is allocated in the future. They also directed him to not increase funding to Warren County Economic Development Corporation. Mayor Erickson will reach out to HIRTA representatives to meet with Council at their March 7 meeting. At that meeting, Council will provide direction on a FY23 contribution to HIRTA.

Pal introduced proposed changes to Brush Facility services and fees for 2022. Council directed staff to proceed with recommendations.

Dissell reminded the Council of upcoming special meetings to discuss city manager candidates and the Water Resource Recovery Facility.

In other business, Councilman Parker discussed the Civil Service Commission and the list of eligible applicants for the position of career firefighter/paramedic. Chief Chia explained the need to exhaust the list and repost the job opening with requirements necessary to fill the full-time position. Mayor Erickson stated she would reach out to Civil Service Commission members to set up a meeting time.

Council Member Hulen moved to enter into closed session at 7:37 PM in accordance with Iowa Code Section 21.5 (1)(c) to discuss strategy with legal counsel in matters that are presently in litigation or where litigation is imminent and where its disclosure would be likely to prejudice or disadvantage the government. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 7:52 PM Richardson moved, and Parker seconded to exit the closed session. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas, the Mayor declared the motion carried unanimously.

Parker moved to adjourn at 7:53 PM and Richardson seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

CITY OF INDIANOLA COUNCIL MEETING
March 2, 2022
4:00 PM
City Council Chambers
Minutes

The Indianola City Council met in special session at 4:00 PM on March 2, 2022, in the City Hall Council Chambers. Mayor Stephanie Erickson called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Ron Dalby, Gwen Schroder, Christina Beach, Steve Richardson and Mayor Erickson. Absent: None.

Council Member Richardson moved to enter into closed session at 4:02 p.m. in accordance with Iowa Code Section 21.5 (1)(i) to evaluate the professional competency of an individual whose appointment, hiring, performance, or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

At 5:52 p.m. Council Member Parker moved, and Richardson seconded to exit the closed session. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach and Richardson. NAYS: None. Whereas the Mayor declared the motion carried unanimously.

Schroder moved to adjourn at 5:53 p.m. and Beach seconded it. Question was called for and on voice vote the Mayor declared the motion carried unanimously.

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Stephanie Erickson, Mayor

ATTEST:

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Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Rick Graves, Water Resource Recovery Director

Date: March 7, 2022

Subject: Approval of Payment Application Number 11 to Langman Construction in the amount of $520,781.80 for the Water Resource Recovery Facility Influent Trunk Sewer and Outfall Sewer Project.

Introduction: As of this Payment Application, Langman Construction has been paid 84.5% of the contract.

Background:

Discussion: Items included in this application include construction survey

- Concrete encasement
- Construction testing
- Approximately 30 linear feet of 30-inch sewer
- Approximately 1,128 linear feet of 42-inch sewer
- Approximately 1,037 linear feet of 36-inch sewer
- Approximately 2,025 linear feet of 6-inch irrigation pipe
- Irrigation pipe fittings
- Tracer system
- 6 manholes
- SWPPP
- Stabilized construction entrance
- Air release valve station
- Dewatering
- Creek crossing

Additionally, portions of the manhole vent deduct, air release vent deduct, and ConShield deduct from Outfall Manholes from Change Order #1 are included in this Payment Application.

Budget Impact: $520,781.80

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

Simple motion is in order.

Attachments: 1. ltr-022822-Trunk_Sewer_Langman_Pay_Request11

HRGreen

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

▷ HRGREEN.COM

February 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. 11

Dear Rick:

Attached is an electronic copy of Payment Application No. 11 from Langman Construction Inc. for the WRRF Influent Trunk Sewer and Outfall Sewer project. Items included in this application include construction survey, concrete encasement, construction testing, approximately 30 linear feet of 30-inch sewer, approximately 1,128 linear feet of 42-inch sewer, approximately 1,037 linear feet of 36-inch sewer, approximately 2,025 linear feet of 6-inch irrigation pipe, irrigation pipe fittings, tracer system, 6 manholes, SWPPP, stabilized construction entrance, air release valve station, dewatering, and creek crossing. Additionally, portions of the manhole vent deduct, air release 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.11 is $520,781.80. As of this Pay Application, Langman Construction has been paid 84.5% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 11 as submitted by Langman Construction. Please execute the pay application and distribute copies to all parties.

Sincerely,
HR Green, Inc.

Joseph Frankl

Joseph Frankl, P.E.
Project Manager

Cc: Andy Lent, City Clerk
File

Enclosures

J:\2021\210240\Construction\Payment\Pay_Estimates\#11\ltr-022822-Trunk_Sewer_Langman_Pay_Request11.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:	City of Indianola	PROJECT:	WRRF Influent Trunk Sewer & Outfall Sewer	APPLICATION NO:	11	Distribution to:
	110 N. 1st Street		11870 Hoover Street			☐ OWNER
	Indianola, IA 50125		Indianola, IA 50125			☐ ARCHITECT
				PERIOD TO:	February 23, 2022	☐ CONTRACTOR
FROM	Langman Construction, Inc.	ARCHITECT:	HR Green, Inc.			☐
CONTRACTOR	220-34th Avenue		5525 Merle Hay Road, Suite 200			☐
	Rock Island, IL 61201			PROJECT NOS:		
CONTRACT FOI	General Construction			CONTRACT DATE:	March 16, 2021	

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM		$6,603,000.00
2. NET CHANGE BY CHANGE ORDERS		($40,102.24)
3. CONTRACT SUM TO DATE (Line 1 ± 2)		$6,562,897.76
4. TOTAL COMPLETED & STORED TO DATE (Column L on G703)		$5,840,663.72
5. RETAINAGE:		
a. 5 % of Completed Work (Column J on G703)	$287,058.31	
b. 5 % of Stored Material (Column K on G703)	$4,974.88	
Total Retainage (Lines 5a + 5b or Total in Column N of G703)		$292,033.19
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$5,548,630.53
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$5,027,848.73
8. CURRENT PAYMENT DUE		$520,781.80
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$1,014,267.23

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: February 23, 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 . . . . $ $520,781.80

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

ARCHITECT:

By: Joseph Frankl Date: 2/28/2022

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

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: 11
APPLICATION DATE: 2/23/2022
PERIOD TO: 2/23/2022
ARCHITECT'S PROJECT NO:

A	B	C	D	E	F	G	H		I	J	K	L		M	N
ITEM NO.	DESCRIPTION OF WORK	ITEM QUANTITY	UNITS	UNIT PRICE	TOTAL VALUE OF ITEM	PREVIOUS QUANTITIES	ESTIMATED QUANTITY INSTALLED THIS PERIOD	QUANTITIES TO DATE	VALUE OF WORK THIS PERIOD	VALUE OF WORK INSTALLED TO DATE	MATERIALS PRESENTLY STORED (NOT IN H)	TOTAL COMPLETED AND STORED TO DATE (H+I)	% (L ÷ F)	BALANCE TO FINISH (F - L)	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	0.79	0.09	0.88	$1,800.00	$17,600.00		$17,600.00	88.00%	$2,400.00	$880.00
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	20427.60		20427.60		$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	25.00	100.00	$10,000.00	$40,000.00		$40,000.00	100.00%		$2,000.00
12	Construction Testing	1.00	LS	$3,000.00	$3,000.00	0.79	0.09	0.88	$270.00	$2,640.00		$2,640.00	88.00%	$360.00	$132.00
13	Gravity Outfall Sewer, Trenched,PVC, 30" Diameter	30.00	LF	$263.00	$7,890.00		30.00	30.00	$7,890.00	$7,890.00	$0.00	$7,890.00	100.00%		$394.50
14	Gravity Outfall Sewer, Trenched,PVC, 42" Diamater	2942.00	LF	$271.00	$797,282.00	1890.10	1051.90	2942.00	$285,064.90	$797,282.00	$0.00	$797,282.00	100.00%		$39,864.10
15	Gravity Trunk Sewer, Trenched, PVC,36" Diameter, Normal Bury	1969.00	LF	$238.00	$468,622.00	685.00	972.37	1657.37	$231,424.06	$394,454.06	$28,772.80	$423,226.86	90.31%	$45,395.14	$21,161.34
16	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Structure1259-Stru	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-Stru	379.00	LF	$295.00	$111,805.00	314.50	64.50	379.00	$19,027.50	$111,805.00	$0.00	$111,805.00	100.00%		$5,590.25
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	$0.00	$1,615,973.00	100.00%		$80,798.65
19	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1273-127	644.00	LF	$383.00	$246,652.00	644.00		644.00		$246,652.00	$0.00	$246,652.00	100.00%		$12,332.60
20	Gravity Trunk Sewer, Trenched, PVC, 42" Diameter, Deep Bury, Structure1283-128	977.00	LF	$304.00	$297,008.00	977.00		977.00		$297,008.00	$0.00	$297,008.00	100.00%		$14,850.40
21	Gravity Outfall Sewer, Trenched, DIP, 42" Diameter	76.00	LF	$600.00	$45,600.00		76.00	76.00	$45,600.00	$45,600.00		$45,600.00	100.00%		$2,280.00
22	Gravity Trunk Sewer, Trenched, DIP, 36" Diameter	143.00	LF	$530.00	$75,790.00	143.00		143.00		$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	2025.48	9729.50	$40,509.51	$194,590.00		$194,590.00	93.35%	$13,870.00	$9,729.50
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	1.00	10.00	$375.00	$3,750.00		$3,750.00	55.56%	$3,000.00	$187.50
40	6" 22.5° DI MJ Bend	9.00	EA	$370.00	$3,330.00	6.00	3.00	9.00	$1,110.00	$3,330.00		$3,330.00	100.00%		$166.50
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	0.30	0.80	$1,200.00	$3,200.00		$3,200.00	80.00%	$800.00	$160.00
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	1.00	4.00	$12,700.00	$50,800.00		$50,800.00	50.00%	$50,800.00	$2,540.00
51	Sanitary Manhole, SW-301, 72"Diameter	27.00	EA	$16,600.00	$448,200.00	22.00	4.00	26.00	$66,400.00	$431,600.00		$431,600.00	96.30%	$16,600.00	$21,580.00
52	Sanitary Manhole, SW-301, >25'Deep, 72" Diameter	2.00	EA	$28,500.00	$57,000.00	2.00		2.00		$57,000.00		$57,000.00	100.00%		$2,850.00

CONTINUATION SHEET

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ITEM NO.	DESCRIPTION OF WORK	ITEM QUANTITY	UNITS	UNIT PRICE	TOTAL VALUE OF ITEM	PREVIOUS QUANTITIES	ESTIMATED QUANTITY INSTALLED THIS PERIOD	QUANTITIES TO DATE	VALUE OF WORK THIS PERIOD	VALUE OF WORK INSTALLED TO DATE	MATERIALS PRESENTLY STORED (NOT IN H)	TOTAL COMPLETED AND STORED TO DATE (H+I)	% (L ÷ F)	BALANCE TO FINISH (F - L)	RETAINAGE (IF VARIABLE RATE)
53	Sanitary Manhole, SW-302, 7' X 7'	1.00	EA	$27,700.00	$27,700.00		1.00	1.00	$27,700.00	$27,700.00		$27,700.00	100.00%		$1,385.00
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	0.90		0.90		$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	0.66	0.10	0.76	$450.00	$3,420.00		$3,420.00	76.00%	$1,080.00	$171.00
66	Filter Sock, Installation, Maintanance,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, Maintanance,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	0.10	0.81	$150.00	$1,215.00		$1,215.00	81.00%	$285.00	$60.75
74	Dust Control, Water	12.50	MGAL	$100.00	$1,250.00	5.10		5.10		$510.00		$510.00	40.80%	$740.00	$25.50
75	Dust Control, Calcium Chloride	37.50	TON	$500.00	$18,750.00	15.30		15.30		$7,650.00		$7,650.00	40.80%	$11,100.00	$382.50
76	Removal and Replacement of 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	1.00	4.00	$16,000.00	$64,000.00		$64,000.00	100.00%		$3,200.00
79	Dewatering	1.00	LS	$0.01	$0.01		1.00	1.00	$0.01	$0.01		$0.01	100.00%		$0.00
80	Creek Crossing	3.00	EA	$25,000.00	$75,000.00	2.00	1.00	3.00	$25,000.00	$75,000.00		$75,000.00	100.00%		$3,750.00
81	CO														
82	8" Manhole Vent Change	7.00	EA	($2,776.00)	($19,432.00)	6.00		6.00		($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)		1.00	1.00	($4,552.02)	($4,552.02)		($4,552.02)	100.00%		($227.60)
84	Air Release Vent Change	4.00	EA	($2,287.10)	($9,148.40)	3.00	1.00	4.00	($2,287.10)	($9,148.40)		($9,148.40)	100.00%		($457.42)
85	Conshield Deduct	8.00	EA	($1,876.22)	($15,009.75)	4.00	4.00	8.00	($7,504.88)	($15,009.75)		($15,009.75)	100.00%		($750.49)
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				$778,326.99	$5,741,166.14	$99,497.58	$5,840,663.72	89.00%	$722,234.04	$292,033.19

Stored Material Summary

For (Contract):			WRRF Influent Trunk Sewer & Outfall Sewer						Application Number:		11
Application Period:			12/22/2021 to 2/23/2022						Application Dat	2/23/2022	
A		B			C		D	Subtotal Amount	E		F
					Stored Previously				Incorporated in Work		
Bid Item No.	Supplier Invoice No.	Storage Location	Description of Materials Stored	Footage	Date Placed	Amount ($)	Amount Stored this Month ($)	Completed and Stored to Date (C + D)	Date (Month/ Year)	Amount ($)	Materials Remaining in Storage ($) (D + E - F)
	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	2/2022	$1,914.60	$0.00
	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	2/2022	$15,511.44	$0.00
	O011913		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	2/2022	$15,511.44	$0.00
	O011920		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	2/2022	$15,511.44	$0.00
	O011933		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	2/2022	$15,511.44	$0.00
	O011948		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	2/2022	$15,511.44	$0.00
	O011975		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	2/2022	$15,511.44	$0.00
	O011979		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	2/2022	$6,497.26	$9,014.18
	O011996		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44			$15,511.44
	O034628		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	4/2021	$21,159.60	$0.00
	O034637		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	4/2021	$21,159.60	$0.00
	O034648		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	5/2021	$21,159.60	$0.00
	O034665		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	5/2021	$21,159.60	$0.00
	O034682		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	5/2021	$21,159.60	$0.00
	O034682		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44			$15,511.44
	O034741		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44			$15,511.44
	O034763		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	5/2021	$21,159.60	$0.00
	O034763		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44			$15,511.44
	O034892		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	6/2021	$21,159.60	$0.00
	O034960		42 INCH SEWER PIPE	28	4/2021	$3,526.60		$3,526.60	6/2021	$3,526.60	$0.00
	O034960		36 INCH SEWER PIPE	140	4/2021	$12,926.20		$12,926.20			$12,926.20
	O035146		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	6/2021	$21,159.60	$0.00
	O035159		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	6/2021	$21,159.60	$0.00
	O035167		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	7/2021	$21,159.60	$0.00
	O035182		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	7/2021	$21,159.60	$0.00
	O046882		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	7/2021	$21,159.60	$0.00
	O046882		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44			$15,511.44
	O055532		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O055738		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O075827		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O076055		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O076062		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O084813		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O084828		42 INCH SEWER PIPE	168	4/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O094678		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	8/2021	$21,159.60	$0.00
	O094691		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00

	O094700		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O102393		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O102421		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O102429		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O102444		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O109826		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O109843		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O109858		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	9/2021	$21,159.60	$0.00
	O110000		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	10/2021	$21,159.60	$0.00
	O110025		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	10/2021	$21,159.60	$0.00
	O110039		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	10/2021	$21,159.60	$0.00
	O133491		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	10/2021	$21,159.60	$0.00
	O133501		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	10/2021	$21,159.60	$0.00
	O133512		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O147425		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O147692		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O147801		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O147986		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O148003		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O148133		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O148161		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O148177		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	11/2021	$21,159.60	$0.00
	O148467		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	12/2022	$21,159.60	$0.00
	O148481		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	12/2022	$21,159.60	$0.00
	O148495		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O151218		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O151228		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O164687		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O164706		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O164720		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O164737		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O164750		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O164758		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O168526		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O168596		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O198883		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	1/2022	$21,159.60	$0.00
	O198895		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	2/2022	$21,159.60	$0.00
	O198912		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	2/2022	$21,159.60	$0.00
	O199055		42 INCH SEWER PIPE	98	5/2021	$12,343.10		$12,343.10	2/2022	$12,343.10	$0.00
	O199087		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	2/2022	$21,159.60	$0.00
	O199108		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	2/2022	$21,159.60	$0.00
	O199118		42 INCH SEWER PIPE	168	5/2021	$21,159.60		$21,159.60	2/2022	$21,159.60	$0.00
			CURRENT STORED FOOTAGE	VALUE							
30 INCH SEWER PIPE			0.00	$0.00							
36 INCH SEWER PIPE			1077.63	$99,497.58							
42 INCH SEWER PIPE			0.00	$0.00							
			Totals			**$1,603,714.94**	**$0.00**	**$1,603,714.94**			**$99,497.58**

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Sanitary Sewer						9864.37
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	93	507024.15	1616010.19	816.90	Rim Not finished Grade	499.15
1267	94	506951.98	1616137.68	819.40	Rim Not finished Grade	146.49
1266	95	506662.28	1616333.46	821.05	Rim Not finished Grade	349.66
1265	96	506654.27	1616666.76	829.36	Rim Not finished Grade	333.40
1264	97	506433.33	1616896.88	823.07	Rim Not finished Grade	319.01
1263	98	506433.33	1616896.88	823.09	Rim Not finished Grade	348.90
1262						361.70
1261						322.00
1260						
1259						
1258						
1257						
1256						

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Outfall Sewer						3052.07
Structure	Point Number	Northing	Easting	Elevation	Description	Distance
Headwall	17	518224.50	1613438.65	789.84	top pipe	
1299	18	518063.37	1613434.81	801.18	Rim Not Finished Grade	161.18
1298	19	517577.28	1613437.89	801.03	Rim Not Finished Grade	486.11
1297	20	517078.57	1613437.88	800.96	Rim Not Finished Grade	498.71
1296	21	516579.59	1613437.93	797.07	Rim Not Finished Grade	498.98
1295						500.00
1294						500.00
1293						75.90
1292						301.20
						30.00

Point	Description		Northing	Easting	Desc	Distance
16	valve		513748.66	1613746.45	top of valve	
17		11.25	513746.64	1613747.00	Top of Main	2.10
19		11.25	513650.67	1613762.81	Top of Main	97.26
21		22.5	513648.49	1613763.15	Top of Main	2.21
22		45	513625.48	1613795.09	Top of Main	39.36
30	22.5 bend		512282.47	1613794.21	Top of Main	1343.01
		11.25	512266.44	1613802.40	Top of Main	18.00
31		11.25	512232.63	1613819.66	Top of Main	37.97
32		11.25	512216.80	1613827.72	Top of Main	17.76
34	45 sw 1282		512207.51	1613830.72	Top of Main	9.77
35		22.5	512033.16	1614252.58	Top of Main	456.47
42	22.5 1281. #2		512015.07	1614271.60	Top of Main	26.25
41	22.5 1280		511574.79	1614485.17	Top of Main	489.34
71	22.5 at 1279		511288.39	1614896.59	Top of Main	501.29
70	45 at 1278		510789.41	1615008.17	Top of Main	511.30
72	22.5 at 1277		510539.74	1615383.67	Top of Main	450.93
73	22.5 at 1276		510187.90	1615565.33	Top of Main	395.97
84	11.25 at 1275		509697.35	1615624.73	Top of Main	494.14
85	22.5 at 1274		509392.59	1615702.21	Top of Main	314.45
86	11.25 at 1274		509390.65	1615703.68	Top of Main	2.44
87	45 at 1273		509170.55	1615945.95	Top of Main	327.32
88	11.25 at 1269		507518.49	1615947.14	Top of Main	1652.06
89	45 at 1268		507035.70	1616007.32	Top of Main	486.53
90	11.25 at 1268		507021.22	1616021.04	Top of Main	19.95
91	11.25 at creek crossing north		507004.08	1616049.43	Top of Main	33.16
92	45 at 1267 uphill		506964.88	1616118.78	Top of Main	79.66
93	45 at 1267 going to 1266		506955.54	1616141.23	Top of Main	24.32

MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: March 7, 2022

Subject: Resolution approving the granting of a Cross Access Easement on 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. Cross Access RESOLUTION
2. 22.02.23 Cross Access Easement

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING THE GRANTING OF A CROSS ACCESS EASEMENT ON 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.

WHEREAS, the City of Indianola wishes to grant a cross access easement to neighboring property owners in order for the vacation and sell of the following alley:

> 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.

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

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

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

APPROVED this 7th day of March, 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

WHEN RECORDED RETURN TO:
Amy S. Beattie
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266

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

SPACE ABOVE THIS LINE FOR RECORDER

CROSS-ACCESS EASEMENT

This Cross-Access Easement is given by the City of Indianola, Iowa (the “City”) this ___ day of ___________ 2022.

WHEREAS, Cheryl Taylor (hereinafter referred to as “Taylor”) is the current owner of property locally known as 604 W 1st Avenue, in the City of Indianola, and legally described as:

The East 60 feet of Lot 4, Block 30, in Cheshire’s Addition to Indianola, Iowa.

(hereinafter referred to as Parcel “A”); and

WHEREAS, Roth & Sons Services, L.C., an Iowa limited liability company (hereinafter referred to as “Roth & Sons”) is the current owner of property locally known as 600 W 1st Avenue, in the City of Indianola, and legally described as:

Outlot 14 (fourteen), Jones and Windle’s Addition to Indianola, Iowa and the alley between Outlot 14 (fourteen) and Lot 7 (seven), Block 17 (seventeen), Jones and Windle’s Addition to Indianola, Iowa.

(hereinafter referred to as Parcel “B”); and

WHEREAS, the City is the owner of the following described property, which once vacated by the City will be conveyed, with one-half being transferred to Taylor and one-half being transferred to Roth & Sons:

The portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windle’s Addition to Indianola, Warren County, Iowa (the “Easement Area”); and

WHEREAS, prior to conveyance of the Easement Area, the City is establishing this easement to allow cross access through and a perpetual and mutual easement and right-of-way over, on, through and across that portion of the Easement Area that will be transferred to the owners of and be a part of Parcel "A" and Parcel "B".

The Cross Access Easement is subject to the following terms and conditions:

1. Erection of Structures Prohibited. Owners of Parcel "A" and Parcel "B" shall not erect any landscaping or structure over or within the Easement Area.

2. Change of Grade Prohibited. Owners of Parcel "A" and Parcel "B" shall not change the grade, elevation or contour of any part of the Easement Area.

3. Right of Access. Owners of Parcel "A" and Parcel "B", their successors, assigns, permittees, licensees and business invitees shall have the right of access to the Easement Area and have all rights of ingress and egress reasonably necessary for the use and enjoyment of the Easement Area, including but not limited to, the right to remove any unauthorized obstructions or structures placed or erected on the Easement Area.

4. Maintenance of Easement. Parcel "A" and its successors in interest shall be responsible for any and all maintenance of the Easement Area, including paved areas, driveways, and any green space all located within the boundaries of Parcel "A". Likewise, Parcel "B" and its successors in interest shall be responsible for any and all maintenance of the Easement Area, including paved areas, driveways, and any green space all located within the boundaries of Parcel "B".

5. Easement Benefit. The Easement shall be for the benefit of the owners of Parcel "A" and Parcel "B", including but not limited to, any parties in possession of Parcel "A" and Parcel "B", including tenants, assigns, permittees, licensees and business invitees.

6. Easement Runs With Land. This Easement shall be deemed to run with the land and shall be binding on Owners of Parcel "A" and Parcel "B" and their successors and assigns.

7. Property to be Restored. Upon completion of any construction, reconstruction, repair or maintenance of any driveways, parking areas, or green spaces in the Easement Area, owners of Parcel "A" and Parcel "B" shall restore the area in a good and workmanlike manner, including restoration of lawns by sodding or seeding.

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IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of ______________________ 2022.

CITY OF INDIANOLA, IOWA

By: ___________________________________

Stephanie Erickson, Mayor

Attest:

By: ___________________________________

Jackie Rafferty, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of ____________ 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephanie Erickson and Jackie Rafferty, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; and that said instrument was signed and contained in the Resolution adopted by the City Council of Indianola, Iowa, on the _____ day of ____________ 2022 , and the said Stephanie Erickson and Jackie Rafferty acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

____

Notary Public in and for the State of Iowa

MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: March 7, 2022

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

RESOLUTION NO. 2022-_____

RESOLUTION APPROVING THE GRANTING OF A PUBLIC UTILITY EASEMENT ON 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.

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

> 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.

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

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

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

APPROVED this 7th day of March, 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

When Recorded Return to:
City of Indianola, Iowa
Attn: City Clerk
110 North 1st Street
Indianola, IA 50023

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

PUBLIC UTILITY EASEMENT

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

> The portion of the north/south alley that lies west of Lot 14 of the Plat of Jones and Windle’s Addition to Indianola, Warren County, Iowa

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

Public Utilities

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

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

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

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

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

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

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

IN WITNESS WHEREOF, we have hereunto affixed our hands this _____ day of ___________ 2022.

CITY OF INDIANOLA, IOWA

By: ___________________________________
Stephanie Erickson, Mayor

Attest:

By: ___________________________________
Jackie Raffety, City Clerk

STATE OF IOWA, COUNTY OF WARREN, ss:

On the _____ day of _______________ 2022, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk of the City of Indianola, Iowa, a municipal corporation; that the seal affixed to the above and foregoing instrument is the corporate seal of said municipal corporation and the said Stephanie Erickson and Jackie Raffety acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation, by it and by them voluntarily executed.

____
Notary Public in and for the State of Iowa

MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: March 7, 2022

Subject: Third 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:

Date: March 7, 2022

Subject: Third 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:

Date: March 7, 2022

Subject: Third 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 ¼ of the SE ¼ 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 ¼ of the SE ¼ 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:

Date: March 7, 2022

Subject: Third 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: Doug Bylund, Recreation Director

Date: March 7, 2022

Subject: Resolution awarding a Hay Mowing Contract for the Activity Center.

Introduction: Resolution to approve hay mowing services with TNT Farms.

Background: Park Staff collected RFP's for mowing of the hayfield at the Activity Center on February 24, 2022. The three-year contract (2022, 2023, 2024) is for 4.5 acres of ground adjacent to the Activity Center.

Discussion: The Hay Mowing Bid for the Activity Center consists of approximately 4.5 acres of ground adjacent to the Activity Center. This area has been hay ground since the land was purchased by the city. The RFP was posted in late January via the city website, social media, and contacts were made with past bidders. One bid was collected from TNT Farms.

Budget Impact: The bid from TNT Farms is for $381.00 per year for hay mowing for 2022, 2023, and 2024 for a three-year total of $1,143. The previous contract was for $320.00 per year.

Recommendation: Staff recommends entering into a three-year contract for mowing of the hay field at the Activity Center with TNT Farms for 2022-2024 at $381.00 per year.

Attachments:
1. Resolution for Hay Bid with TNT Farms
2. 2022 signed contract - Hay Crop at Activity Center

RESOLUTION NO. 2022-_____

RESOLUION APPROVING AGREEMENT WITH TNT FARMS

WHEREAS, the City Council of the City of Indianola, Iowa, is in need of engaging a provider for the mowing of hay ground at the Indianola Activity Center for the years 2022, 2023 and 2024;

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

WHEREAS, after review of the proposals the City Council believes it to be in the best interest of the City to engage TNT Farms in the amount of $381.00 per year;

THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the attached contract between the City and TNT Farms is approved and the Mayor or Parks Supervisor is authorized to sign on behalf of the City of Indianola.

Passed and adopted this 7th day of March 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

CITY OF
INDIANOLA
EST. 1849

PARKS AND RECREATION

Request for Proposal (RFP)
For
"Hay Crop – 3 Year Contract"

Issued by:
City of Indianola Parks Department
810 N 6th Street

Mailing Address:
Indianola Parks & Recreation
c/o Marty Chittenden / Hay Crop RFP
2204 W. 2nd Avenue
Indianola, Iowa 50125

All Proposals must be submitted in person or by mail
No later than 10:00 am
On Thursday February 24, 2022
NO EMAILS WILL BE ACCEPTED

LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for the RFP

Further information or questions regarding this RFP may be directed to:
Marty Chittenden, Parks Supervisor
Email: mchittenden@indianolaiowa.gov
Office Phone: 515-961-9425 | Cell Phone: 515-419-1382

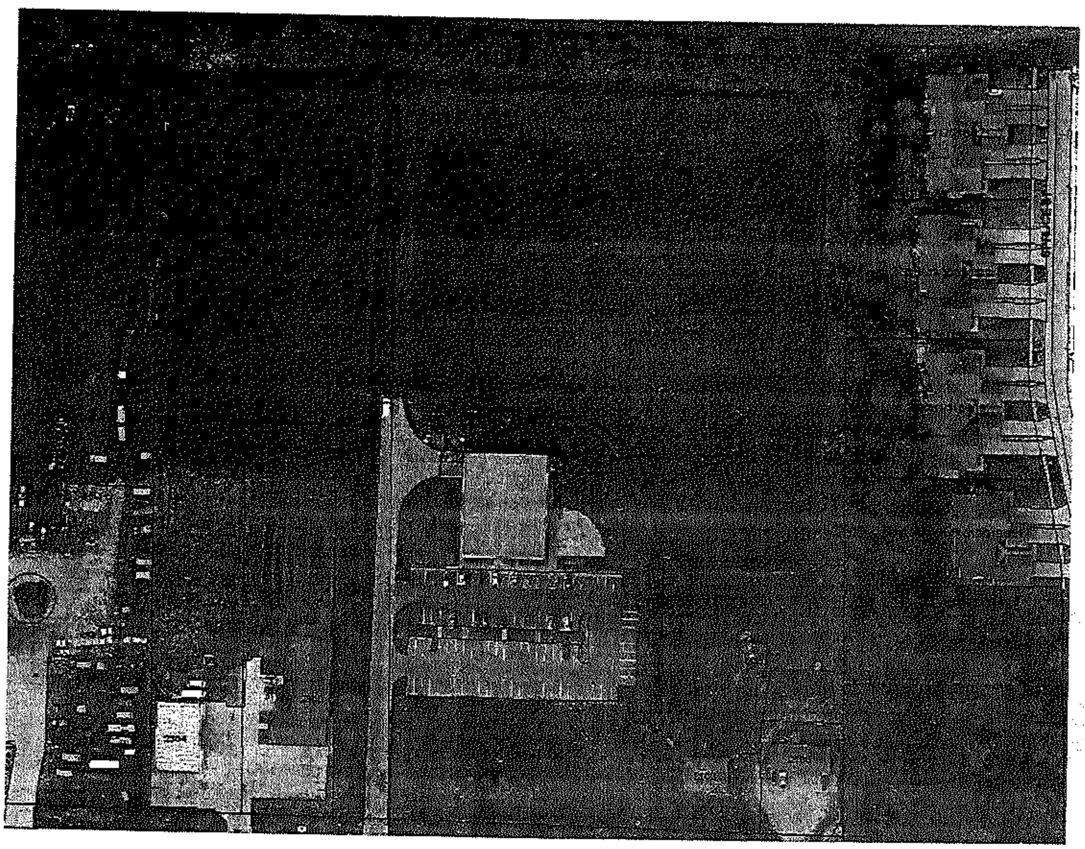
CITY OF INDIANOLA EST. 1849

PARKS AND RECREATION

Hay Crop Areas at the Indianola Activity Center

All areas on the following maps are general and not exact areas. All areas outlined in RED on the map are current hay zones. Areas at the Indianola Activity Center may be hay cropped up to trails and manicured areas as shown on the map. The driveway along the West side of the property and North into the field will be the access route.

Activity Center:



CITY OF INDIANOLA EST. 1849

PARKS AND RECREATION

Proposal

The undersigned states that he/she is familiar with the Conditions of Sale, Proposed Contract and Notice relative to Sale of the hay crops to be grown on the Activity Center grounds managed by the Indianola Parks and Recreation Department and does hereby agree to purchase the same under the terms and conditions set out in the above documents for the bid price per year for the Activity Center. Payment must be received by June 1st of each contract year, made payable to the Indianola Parks and Recreation Department.

2022 Activity Center bid $ 381

2023 Activity Center bid $ 381

2024 Activity Center bid $ 381

We agree to enter into the contract mentioned on the acceptance of our proposal

Taylor Lutchke

Marty Chittenden

Exhibit 2

CITY OF INDIANOLA EST. 1849

PARKS AND RECREATION

Form of Contract

THIS AGREEMENT made and entered into as of the February day of 21, 2022, by TNT Farms (Tyler + Taylor Litchkey), hereinafter called "Contractor", and the Indianola Parks and Recreation Department, hereinafter called "Owner".

IT IS AGREED that the Contractor shall provide the equipment and manpower necessary to cut and remove the hay grown at the Indianola Activity Center during the years of 2022, 2023, and 2024 in accordance with the terms and Conditions of Sale which is made a part hereof.

In consideration, therefore, the Contractor shall pay to the Owner the sum of $381 per year. Payment must be received by June 1st of each contract year.

In addition to the Conditions of Sale, the Contractor documents shall include the Proposal and Notice of Letting.

IN WITNESS THEREOF the parties hereto cause this document to be executed and at least two original counterparts as of the date specified above.

INDIANOLA PARKS AND RECREATION DEPARTMENT

By: Marty Chittenden

MARTY CHITTENDEN

CONTRACTOR

By: TNT Farms

Tyler and Taylor Litchkey

CITY OF INDIANOLA EST. 1849

PARKS AND RECREATION

Sales Conditions

1. The contractor shall have the right and obligation to cut and remove up to two cuttings of hay per year from 4.5 acres more or less at Indianola Activity Center, 2204 West 2nd Avenue, during the years of 2022, 2023, and 2024. The designated areas constitute a total of approximately 4.5 acres, but the owner makes no guarantee of area or acreage. See detail map included in packet for area. The summer hay must be cut and removed from premises by July 31 of each contract year. The fall hay must be cut and removed from premises by November 15 of each contract year. Any hay remaining on the premises after the above dates will be forfeited by the contractor and disposed of by the owner. No refund of money paid by the contractor will be made if such occurs.

2. Cutting and removal shall be done in such a way and at such a time that the field is not rutted or the seeding damaged in any way. The decision of the Park Supervisor of the Indianola Parks and Recreation Department hereinafter referred to, as "Supervisor", as to compliance with this paragraph, shall be final and controlling. The Director must be notified, and his approval received, not less than one day before the contractor begins work.

3. In the event the hay is damaged by rain or otherwise becomes undesirable, the contractor shall still be obligated to remove the hay by the dates specified.

4. The bidder shall have the right to apply fertilizer in such amounts and at such a time as may be approved by the Supervisor.

5. Payment must be received by June 1st of each contract year. (2022, 2023, and 2024)

6. The owner reserves the right to refuse any and all bids.

7. The successful bidder will be obligated to sign the contract attached hereto and marked Exhibit "2".

8. All bids shall be in the form of a total dollar amount for each of the three (3) contract years (2022, 2023, and 2024) without reference to the amount of hay produced from the tract in question.

9. In the event of new recreational development of premises, an adjustment in the amount paid will be made and agreed upon by both owner and contractor.

Dated this February day of 21, 2022.

INDIANOLA PARKS AND RECREATION DEPARTMENT

MEMORANDUM

To: Mayor and City Council

From: Greg Chia, Fire Chief

Date: March 7, 2022

Subject: Resolution approving the provider participation agreement between UnitedHealthcare Insurance Company and the City of Indianola.

Introduction: The current agreement with UnitedHealthcare Insurance Company terminates this year. The attached agreement is for three years with a twelve-month renewal at the end of each year after. If there is a benefit change, a new contract maybe submitted by United.

Background:

Discussion: The agreement sets the covered services and contract rates for EMS services provided to customers with UnitedHealthcare Insurance (UHI) coverage. By entering into this agreement, the Fire Department recoups more of the cost of providing the service than we would without an agreement. The document defines the procedures for the benefit plan and covered services.

Budget Impact:

Recommendation: Roll call is in order.

Attachments:
1. Res 2022- approving participation agreement
2. Indianola Fire and Ambulance (2)

RESOLUTION NO 2022-

RESOLUTION APPROVING THE PROVIDER PARTICIPATION AGREEMENT BETWEEN UNITEDHEALTHCARE INSURANCE COMPANY AND THE CITY OF INDIANOLA

WHEREAS, UnitedHealthcare Insurance Company maintains one or more networks of providers that are available to customers through contracts with physicians and other providers of health care services; and

WHEREAS, the City of Indianola Fire Department is a provider of health care services; and

WHEREAS, the attached Ancillary Provider Participation Agreement guarantees a contracted rate for emergency medical services for UnitedHealthcare customers using the services of the Indianola Fire Department.

NOW, THEREFORE BE IT RESOLVED, that the City Council of the City of Indianola, Iowa believes it to be in the best interest of the City of Indianola to enter into the Ancillary Provider Agreement and the agreement is hereby approved.

BE IT FURTHER RESOLVED by the City Council of the City of Indianola, Iowa that the Mayor is authorized and directed to execute the agreement on behalf of the City and the City Clerk is authorized and directed to attest to the signature and to affix the seal of the City.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

Ancillary Provider Participation Agreement

This Agreement is entered into by and between UnitedHealthcare Insurance Company, contracting on behalf of itself, UnitedHealthcare of the Midlands, Inc. and the other entities that are United's Affiliates (collectively referred to as "United") and City of Indianola ("Facility").

This Agreement is effective on the later of the following dates (the "Effective Date"):

i) ________ or

ii) the first day of the first calendar month that begins at least 30 days after the date when this Agreement has been executed by all parties.

Through contracts with physicians and other providers of health care services, United maintains one or more networks of providers that are available to Customers. Facility is a provider of health care services.

United wishes to arrange to make Facility's services available to Customers. Facility wishes to provide those services, under the terms and conditions set forth in this Agreement.

The parties therefore enter into this Agreement.

Article I.
Definitions

The following terms when used in this Agreement have the meanings set forth below:

1.1 **Benefit Plan** means a certificate of coverage, summary plan description, or other document or agreement, whether delivered in paper or electronic format, under which a Payer is obligated to provide coverage of Covered Services for a Customer.

1.2 **Covered Service** is a health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

1.3 **Customary Charge** is the fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

1.4 **Customer** is a person eligible and enrolled to receive coverage from a Payer for Covered Services.

1.5 **Payment Policies** are the guidelines adopted by United for calculating payment of claims to facilities (including claims of Facility under this Agreement). The Payment Policies operate in conjunction with the specific reimbursement rates and terms set forth in the Payment Appendix or Payment Appendices to this Agreement. The Payment Policies may change from time to time as discussed in section 5.1 of this Agreement.

1.6 **Payer** is an entity obligated to a Customer to provide reimbursement for Covered Services under the Customer's Benefit Plan, and authorized by United to access Facility's services under this Agreement.

1.7 **Protocols** are the programs and administrative procedures adopted by United or a Payer to be followed by Facility in providing services and doing business with United and Payers under this Agreement. These Protocols may include, among other things, credentialing and recredentialing processes, utilization management and care management processes, quality improvement, peer review, Customer grievance, or concurrent review. The Protocols may change from time to time as discussed in section 4.4 of this Agreement.

1.8 **United's Affiliates** are those entities controlling, controlled by, or under common control with UnitedHealthcare Insurance Company.

Article II.
Representations and Warranties

2.1 **Representations and warranties of Facility.** Facility, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) Facility is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) Facility has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by Facility have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by Facility and (assuming the due authorization, execution and delivery of this Agreement by United) constitutes a valid and binding obligation of Facility, enforceable against Facility in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by Facility do not and will not violate or conflict with (a) the organizational documents of Facility, (b) any material agreement or instrument to which Facility is a party or by which Facility or any material part of its property is bound, or (c) applicable law.

iv) Facility has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

v) Facility has been given an opportunity to review the Protocols and Payment Policies. See the Additional Manuals Appendix for additional information regarding the Protocols and Payment Policies applicable to Customers enrolled in certain Benefit Plans.

vi) Each submission of a claim by Facility pursuant to this Agreement constitutes the representation and warranty by it to United that (a) it has complied with the requirements of this Agreement with respect to the Covered Services involved and the submission of the claim, (b) the charge amount set forth on the claim is the Customary Charge and (c) the claim is a valid claim.

2.2 Representations and warranties of United. United, by virtue of its execution and delivery of this Agreement, represents and warrants as follows:

i) United is a duly organized and validly existing legal entity in good standing under the laws of its jurisdiction of organization.

ii) United has all requisite corporate power and authority to conduct its business as presently conducted, and to execute, deliver and perform its obligations under this Agreement. The execution, delivery and performance of this Agreement by United have been duly and validly authorized by all action necessary under its organizational documents and applicable corporate law. This Agreement has been duly and validly executed and delivered by United and (assuming the due authorization, execution and delivery of this Agreement by Facility) constitutes a valid and binding obligation of United, enforceable against United in accordance with its terms, except as enforceability may be limited by the availability of equitable remedies or defenses and by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally.

iii) The execution, delivery and performance of this Agreement by United do not and will not violate or conflict with (a) the organizational documents of United, (b) any material agreement or instrument to which United is a party or by which United or any material part of its property is bound, or (c) applicable law.

iv) United has obtained and holds all registrations, permits, licenses, and other approvals and consents, and has made all filings, that it is required to obtain from or make with all governmental entities under applicable law in order to conduct its business as presently conducted and to enter into and perform its obligations under this Agreement.

Article III.
Applicability of this Agreement

3.1 Facility's services.

i) This Agreement applies to Covered Services provided at Facility’s service locations set forth in Appendix 1. If the service location is not listed in Appendix 1, this section 3.1 and this Agreement should nevertheless be understood as applying to the actual service locations that existed when this Agreement was executed, rather than to a billing address, post office box, or any other address set forth in Appendix 1.

In the event Facility begins providing services at other service locations, at new types of facilities, or under other Taxpayer Identification Number(s), those additional Taxpayer Identification Numbers, new types of facilities or locations, will become subject to this Agreement only upon the written agreement of the parties. This subsection 3.1(i) applies to cases when Facility adds the location itself (such as through new construction or through conversion of a free-standing location to provider-based), and when Facility acquires, merges or comes under common ownership with an existing provider that was not already under contract with United or one of United's Affiliates to participate in a network of health care providers). For purposes of this section 3.1, "new types of facilities" include any type of health care provider other than transportation provider.

ii) In the event Facility acquires or is acquired by, merges with, or otherwise becomes affiliated with another provider of health care services that is already under contract with United or one of United's Affiliates to participate in a network of health care providers, the payment rates for each of Facility's locations specified in this Agreement and the payment rates for the other provider will be (a) the rates set forth in the other agreement, or (b) the rates set forth in the applicable Payment Appendix to this Agreement, as decided by United with written notice to Facility.

iii) Facility will not transfer all or some of its assets to any other entity during the term of this Agreement, with the result that all or some of the Covered Services subject to this Agreement will be rendered by the other entity rather than by Facility, without the express written agreement of United. This subsection 3.1(iii) applies to arrangements under which another provider leases space from Facility after the Effective Date of this Agreement, so that Covered Services that were subject to this Agreement as of the Effective Date of this Agreement are rendered instead by another provider after the lease takes place.

3.2 **Payers and Benefit Plans.** United may allow Payers to access Facility's services under this Agreement for certain Benefit Plans, as described in Appendix 2. Appendix 2 may be modified by United upon 30 days written or electronic notice.

Section 8.3 of this Agreement will apply to Covered Services provided to Customers covered by Benefit Plans that are added to the list in Appendix 2 of Benefit Plans excluded from this Agreement as described above.

3.3 **Patients who are not Customers.** This Agreement does not apply to services rendered to patients who are not Customers at the time the services were rendered. Section 6.6 of this Agreement addresses circumstances in which claims for services rendered to those patients are inadvertently paid.

3.4 **Health care.** This Agreement and Customer Benefit Plans do not dictate the health care provided by Facility, or govern Facility's determination of what care to provide its patients, even if those patients are Customers. The decision regarding what care is to be provided remains with Facility and with Customers and their physicians, and not with United or any Payer.

3.5 **Communication with Customers.** Nothing in this Agreement is intended to limit Facility's right or ability to communicate fully with a Customer and the Customer's physician regarding the Customer's health condition and treatment options. Facility is free to discuss all treatment options without regard to whether or not a given option is a Covered Service. Facility is free to discuss with a Customer any financial incentives Facility may have under this Agreement, including describing at a general level the payment methodologies contained in this Agreement. Facility may also assist a Customer in estimating the cost of a given Covered Service.

Article IV.
<u>Duties of Facility</u>

4.1 Provide Covered Services. Facility will provide Covered Services to Customers. Facility must be in compliance with section 2.1(iv) of this Agreement and, to the extent Facility is subject to credentialing by United, Facility must be credentialed by United or its delegate prior to furnishing any Covered Services to Customers under this Agreement.

4.2 Nondiscrimination. Facility will not discriminate against any patient, with regard to quality of service or accessibility of services, on the basis that the patient is a Customer.

4.3 Accessibility. At a minimum, Facility will be open during normal business hours, Monday through Friday.

4.4 Cooperation with Protocols. Facility will cooperate with and be bound by United's and Payers' Protocols. The Protocols include but are not limited to all of the following:

i) For non-emergency Covered Services, Facility will assist Customers to maximize their benefits by referring or directing Customers only to other providers that participate in United's network, except as authorized by United through United's process for approving out-of-network services for in-network benefits.

ii) As further described in the Protocols, Facility will provide notification and participate in utilization management programs regarding certain Covered Services, accept and return telephone calls from United staff, and respond to United requests for clinical information as required by United or Payer.

The Protocols will be made available to Facility online or upon request. Some or all Protocols also may be disseminated in the form of an administrative manual or guide or in other communications. Currently, the Protocols may be found at www.UHCprovider.com. United will notify Facility of any changes in the location of the Protocols.

United may change the Protocols from time to time. United will use reasonable commercial efforts to inform Facility at least 30 days in advance of any material changes to the Protocols. United may implement changes in the Protocols without Facility's consent if the change is applicable to all or substantially all facilities of the same type and in the same state as Facility (as used in this sentence, examples of a type of facility are an inpatient hospital, SNF, rehab hospital, or ambulatory surgery center). Otherwise, changes to the Protocols proposed by United to be applicable to Facility are subject to the terms of section 9.2 of this Agreement applicable to amendments.

4.5 Employees and subcontractors. Facility will assure that its employees, affiliates and any individuals or entities subcontracted by Facility to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit Facility's obligations and accountability under this Agreement with regard to these services. Facility affiliates are those entities that control, are controlled by or are under common control with Facility.

4.6 Licensure. Facility will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable Facility to lawfully perform this Agreement.

4.7 Liability insurance. Facility will procure and maintain liability insurance. Except to the extent coverage is a state mandated placement, Facility's coverage must be placed with responsible, financially sound insurance carriers authorized or approved to write coverage in the state in which the Covered Services are provided. Facility's liability insurance must be, at a minimum, of the types and in the amounts set forth below. Facility's medical malpractice insurance must be either occurrence or claims made with an extended period reporting option. Prior to the Effective Date of this Agreement and within 10 days of each policy renewal thereafter, Facility will submit to United in writing evidence of insurance coverage.

TYPE OF INSURANCE	MINIMUM LIMITS
Medical malpractice and/or professional liability insurance	Five Million Dollars ($5,000,000.00) per occurrence and aggregate
Commercial general and/or umbrella liability insurance	Five Million Dollars ($5,000,000.00) per occurrence and aggregate

In lieu of purchasing the insurance coverage required in this section, Facility may, with the prior written approval of United, self-insure its medical malpractice and/or professional liability, as well as its commercial general liability. Facility will maintain a separate reserve for its self-insurance. Prior to the Effective Date, Facility will provide a statement, verified by an independent auditor or actuary, that its reserve funding levels and process of funding appears adequate to meet the requirements of this section and fairly represents the financial condition of the fund. Facility will provide a similar statement during the term of this Agreement upon United’s request, which will be made no more frequently than annually. Facility will assure that its self-insurance fund will comply with applicable laws and regulations.

4.8 Notice by Facility. Facility will give notice to United within 10 days after any event that causes Facility to be out of compliance with section 4.6 or 4.7 of this Agreement, or of any change in Facility’s name, ownership, control, or Taxpayer Identification Number.

In addition, Facility will give written notice to United 45 days prior to the effective date of changes in existing remit address(es) and other demographic information.

4.9 Customer consent to release of medical record information. Facility will obtain any Customer consent required in order to authorize Facility to provide access to requested information or records as contemplated in section 4.10 of this Agreement, including copies of the Facility’s medical records relating to the care provided to Customer.

4.10 Maintenance of and access to records. Facility will maintain medical, financial and administrative records related to Covered Services rendered by Facility under this Agreement, including claims records, for at least 6 years following the end of the calendar year during which the Covered Services are provided, unless a longer retention period is required by applicable law.

Facility will provide access to these records as follows:

i) to United or its designees, in connection with United’s utilization management, quality assurance and improvement and for claims payment, health care operations and other administrative obligations, including reviewing Facility’s compliance with the terms and provisions of this Agreement and appropriate billing practice. Facility will provide access during ordinary business hours within fourteen days after a request is made, except in cases of a United billing audit involving an allegation of fraud or abuse or the health and safety of a Customer (in which case, access must be given within 48 hours after the request) or of an expedited Customer appeal or grievance (in which case, access will be given so as to enable United to reasonably meet the timelines for determining the appeal or grievance). If records are requested to adjudicate a claim or to make a decision regarding a request for correction under 6.10, or regarding an appeal, Facility will provide copies of the requested records within fourteen days after the request is made; and

ii) to agencies of the government, in accordance with applicable law, to the extent that access is necessary to comply with regulatory requirements applicable to Facility, United, or Payers.

Facility will cooperate with United on a timely basis in connection with any such record request including, among other things, in the scheduling of and participation in an interview to review findings, within 30 days after United's request.

If such information and records are requested by United, Facility will provide copies of the records free of charge.

4.11 Access to data. Facility represents that in conducting its operations, it collects and reviews certain quality data relating to care rendered by Facility that is reported in a manner which has been validated by a third party as having a clear, evidence-based link to quality or safety (e.g., AHRQ standards) or which has been created by employer coalitions as proxies for quality (e.g., Leapfrog standards).

United recognizes that Facility has the sole discretion to select the metrics which it will track from time to time and that Facility's primary goal in so tracking is to advance the quality of patient care. If the information that Facility chooses to report on is available in the public domain in a format that includes all data elements required by United, United will obtain quality information directly from the source to which Facility reported. If the Facility does not report metrics in the public domain, on a quarterly basis, Facility will share these metrics with United as tracked against a database of all discharged, commercial patients (including patients who are not United customers). United may publish this data to entities to which United renders services or seeks to render services, and to Customers.

4.12 Compliance with law. Facility will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information.

4.13 Electronic connectivity. When made available by United, Facility will do business with United electronically. Facility will use www.UHCprovider.com to check eligibility status, claims status, and submit requests for claims adjustment for products supported by UnitedHealthcare Online® or other online resources as supported for additional products. Facility will use www.UHCprovider.com for additional functionalities (for instance, notification of admission) after United informs Facility that these functionalities have become available for the applicable Customer.

4.14 Implementation of patient safety programs. Facility will implement quality programs recommended by nationally recognized independent third parties on a reasonably prompt basis.

Article V.
Duties of United and Payers

5.1 **Payment of claims.** As described in further detail in Article VI of this Agreement, Payers will pay Facility for rendering Covered Services to Customers. United will make its Payment Policies available to Facility online or upon request. United may change its Payment Policies from time to time, and will make information available describing the change.

5.2 **Liability insurance.** United will procure and maintain professional and general liability insurance, as United reasonably determines may be necessary to protect United and United's employees against claims, liabilities, damages or judgments that arise out of services provided by United or United's employees under this Agreement.

5.3 **Licensure.** United will maintain, without material restriction, such licensure, registration, and permits as are necessary to enable United to lawfully perform this Agreement.

5.4 **Notice by United.** United will give written notice to Facility within 10 days after any event that causes United to be out of compliance with section 5.2 or 5.3 of this Agreement, or of any change in United's name, ownership, control, or Taxpayer Identification Number. This section does not apply to changes of ownership or control that result in United being owned or controlled by an entity with which it was already affiliated prior to the change.

5.5 **Compliance with law.** United will comply with applicable regulatory requirements, including but not limited to those relating to confidentiality of Customer medical information and those relating to prompt payment of claims, to the extent those requirements are applicable.

5.6 **Electronic connectivity.** United will do business with Facility electronically by providing eligibility status, claims status, and accepting requests for claim adjustments, for those Benefit Plans supported by www.UHCprovider.com. United will communicate enhancements in www.UHCprovider.com functionality as they become available, as described in section 4.13 of this Agreement, and will make information available as to which Benefit Plans are supported by www.UHCprovider.com.

5.7 **Employees and subcontractors.** United will assure that its employees, affiliates and any individuals or entities subcontracted by United to render services in connection with this Agreement adhere to the requirements of this Agreement. The use of employees, affiliates or subcontractors to render services in connection with this Agreement will not limit United's obligations and accountability under this Agreement with regard to those services.

Article VI.
Submission, Processing, and Payment of Claims

6.1 **Form and content of claims.** Facility must submit claims for Covered Services as described in the Protocols, using current, correct and applicable coding.

6.2 **Electronic filing of claims.** Within six months after the Effective Date of this Agreement, Facility will use electronic submission for all of its claims under this Agreement that United is able to accept electronically.

6.3 **Time to file claims.** Unless a longer timeframe is required under applicable law, all information necessary to process a claim must be received by United no more than 90 days from the date of discharge or from the date outpatient Covered Services are rendered. If Payer is not the primary payer, and Facility is pursuing payment from the primary payer, the timely filing limit will begin on the date Facility receives the claim response from the primary payer.

In the event United requests additional information in order to process a claim, Facility will provide that additional information within 90 days of United's request, unless a longer timeframe is required under applicable law.

6.4 Payment of claims for Covered Services. Payer will pay claims for Covered Services as further described in the applicable Payment Appendix to this Agreement and in accordance with Payment Policies.

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Claims for Covered Services subject to coordination of benefits will be paid in accordance with the Customer's Benefit Plan and applicable state and federal law.

The obligation for payment under this Agreement is solely that of Payer, and not that of United unless United is the Payer.

6.5 Denial of claims for not following Protocols, for not filing timely, for Services not Covered under the Customer's Benefit Plan, or for lack of medical necessity.

i) **Non-compliance with Protocol.** Payment may be denied in whole or in part if Facility does not comply with a Protocol or does not file a timely claim as required under section 6.3 of this Agreement.

In the event payment is denied under this subsection 6.5(i) for Facility's failure to file a timely claim or to comply with a Protocol regarding notification or regarding lack of coverage approval on file, Facility may request reconsideration of the denial, and the denial under this subsection (i) will be reversed if Facility can show that, at the time the Protocols required notification or prior authorization, or at the time the claim was due:

- Facility did not know and was unable to reasonably determine that the patient was a Customer, and
- Facility took reasonable steps to learn that the patient was a Customer, and
- Facility promptly submitted a claim after learning the patient was a Customer.

A claim denied under this subsection (i) is also subject to denial for other reasons permitted under the Agreement; reversal of a denial under this subsection (i) does not preclude United from upholding a denial for one of these other reasons.

ii) **Non-Covered Services.** Services not covered under the applicable Benefit Plan are not subject to the rates or discounts of this Agreement. Facility may seek and collect payment from a Customer for such services (provided that Facility obtained the Customer's written consent).

iii) **Denials for lack of medical necessity through the prior authorization process.** If a service would otherwise be a Covered Service, but is not a Covered Service under the applicable Benefit Plan because it is determined through the prior authorization process to not meet the Benefit Plan's requirement of medical necessity, as defined in the Benefit Plan or applicable law (or not meet a similar concept in the Benefit Plan, such as not being consistent with nationally recognized scientific evidence as available, or not being consistent with prevailing medical standards and clinical guidelines), Facility may seek or collect payment from the Customer but only if, prior to receiving the service, the Customer had knowledge of the determination of non-coverage and specifically agreed in writing to be responsible for payment of those charges.

6.6 Retroactive correction of information regarding whether patient is a Customer. Prior to rendering services, Facility will ask the patient to present his or her Customer identification card. In addition, Facility may contact United to obtain the most current information available to United on the patient's status as a Customer.

However, such information provided by United is subject to change retroactively, under the following circumstances, (i) if United has not yet received information that an individual is no longer a Customer; (ii) if the individual's Benefit Plan is terminated retroactively for any reason including, but not limited to, non-payment of premium; (iii) as a result of the Customer's final decision regarding continuation of coverage pursuant to state and federal laws; or (iv) if eligibility information United receives is later proven to be false.

If Facility provides health care services to an individual, and it is determined that the individual was not a Customer at the time the health care services were provided, those services will not be eligible for payment under this Agreement and any claims payments made with regard to those services may be recovered as overpayments under the process described in section 6.10 of this Agreement. Facility may then directly bill the individual, or other responsible party, for those services.

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6.7 Payment under this Agreement is payment in full. Payment as provided under section 6.4 of this Agreement, together with any co-payment, deductible or coinsurance for which the Customer is responsible under the Benefit Plan, is payment in full for a Covered Service. Facility will not seek to recover, and will not accept, any payment from Customer, United, Payer or anyone acting on their behalf, in excess of payment in full as provided in this section 6.7, regardless of whether that amount is less than Facility's billed charge or Customary Charge.

6.8 Customer hold harmless. Facility will not bill or collect payment from the Customer, or seek to impose a lien, for the difference between the amount paid under this Agreement and Facility's billed charge or Customary Charge, or for any amounts denied or not paid under this Agreement due to:

i) Facility's failure to comply with the Protocols,

ii) Facility's failure to file a timely claim,

iii) Payer's Payment Policies,

iv) inaccurate or incorrect claim processing,

v) insolvency or other failure by Payer to maintain its obligation to fund claims payments, if Payer is United, or is an entity required by applicable law to assure that its Customers not be billed in these circumstances, or

vi) a denial based on lack of medical necessity or based on consistency with nationally recognized scientific evidence as available, and prevailing medical standards and clinical guidelines, except as provided in section 6.5 of this Agreement.

This obligation to refrain from billing Customers applies even in those cases in which Facility believes that United or Payer has made an incorrect determination. In such cases, Facility may pursue remedies under this Agreement against United or Payer, as applicable, but must still hold the Customer harmless.

In the event of a default by a Payer other than those Payers covered by clause (v) of this section 6.8, Facility may seek payment directly from the Payer or from Customers covered by that Payer. However, Facility may do so only if it first inquires in writing to United as to whether the Payer has defaulted and, in the event that United confirms that Payer has defaulted (which confirmation will not be unreasonably withheld), Facility then gives United 15 days prior written notice of Facility's intent to seek payment from Payer or Customers. For purposes of this paragraph, a default is a systematic failure by a Payer to fund claims payments related to Customers covered through that Payer; a default does not occur in the case of a dispute as to whether certain claims should be paid or the amounts that should be paid for certain claims.

This section 6.8 and section 6.7 will survive the termination of this Agreement, with regard to Covered Services rendered prior to when the termination takes effect.

6.9 Consequences for failure to adhere to Customer protection requirements. If Facility collects payment from, brings a collection action against, or asserts a lien against a Customer for Covered Services rendered (other than for the applicable co-payment, deductible or coinsurance), contrary to section 6.7 or 6.8 of this Agreement, Facility will be in breach of this Agreement. This section 6.9 will apply regardless of whether Customer or anyone purporting to act on Customer's behalf has executed a waiver or other document of any kind purporting to allow Facility to collect such payment from Customer.

In the event of such a breach, Payer may deduct, from any amounts otherwise due Facility, the amount wrongfully collected from Customers, and may also deduct an amount equal to any costs or expenses incurred by the Customer, United or Payer in defending the Customer and otherwise enforcing sections 6.7 through 6.9 of this Agreement. Any amounts deducted by Payer in accordance with this provision will be used to reimburse the Customer and to satisfy any costs incurred. The remedy contained in this paragraph does not preclude United from invoking any other remedy for breach that may be available under this Agreement.

6.10 Correction of claims payments. If Facility does not seek correction of a given claim payment or denial by giving notice to United within 12 months after the claim was initially processed, it will have waived any right to subsequently seek such correction under this section 6.10, or through dispute resolution under Article VII of this Agreement or in any other forum.

Facility will repay overpayments within 30 days of written or electronic notice of the overpayment. Facility will promptly report any credit balance that it maintains with regard to any claim overpayment under this Agreement, and will return the overpayment to United within 30 days after posting it as a credit balance.

Recovery of overpayments may be accomplished by offsets against future payments.

Article VII.
Dispute Resolution

The parties will work together in good faith to resolve any and all disputes between them ("Disputes") including but not limited to the existence, validity, scope or termination of this Agreement or any term thereof, and all questions of arbitrability, with the exception of any question regarding the availability of class arbitration or consolidated arbitration, which is expressly waived below. Disputes also include any dispute in which Facility is acting as the assignee of one or more Customer. In such cases, Facility agrees that the provisions of this Article VII will apply, including without limitation the requirement for arbitration.

If the Dispute pertains to a matter which is generally administered by certain United procedures, such as a credentialing or quality improvement plan, the policies and procedures set forth in that plan must be fully exhausted by Facility before Facility may invoke any right to arbitration under this Article VII. For Disputes regarding payment of claims, a party must have timely initiated, and completed, the claim reconsideration and appeal process as set forth in the Administrative Guide in order to initiate the Dispute process.

If the parties are unable to resolve any such Dispute within 60 days following the date one party sent written notice of the Dispute to the other party, and if either party wishes to pursue the Dispute, it may do so only by submitting the Dispute to binding arbitration conducted by the American Arbitration Association ("AAA") in accordance with the AAA Healthcare Payor Provider Arbitration Rules, as they may be amended from time to time (see http://www.adr.org), except that, in any case involving a Dispute in which a party seeks an award of $1,000,000 or greater or seeks termination of this Agreement, a panel of three arbitrators will be used; a single arbitrator cannot award $1,000,000 or more or order that this Agreement is terminated. The arbitrator(s) will be selected from the AAA National Healthcare Roster (as described in the AAA Healthcare Payor Provider Arbitration Rules) or the AAA's National Roster of Arbitrators (as described the AAA Commercial Arbitration Rules and Mediation Procedures). Unless otherwise agreed to in writing by the parties, if the party wishing to pursue the Dispute does not initiate the arbitration within one year after the date on which written notice of the Dispute was given, or, for Disputes subject to the procedures or processes described in the previous paragraph, within one year after the completion of the applicable procedure or process, it will have waived its right to pursue the Dispute in any forum.

Any arbitration proceeding under this Agreement will be conducted in Polk County, IA. The arbitrator(s) may construe or interpret but must not vary or ignore the terms of this Agreement and will be bound by controlling law. The arbitrator(s) have no authority to award punitive, exemplary, indirect or special damages, except in connection with a statutory claim that explicitly provides for that relief.

Except as may be required by law, neither a party, including without limitation, the parties' representatives, consultants and counsel of record in the arbitration, nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder, or any Confidential Arbitration Information without the prior written consent of all parties. "Confidential Arbitration Information" means any written submissions in an arbitration by either party, discovery exchanged, evidence submitted, transcriptions or other records of hearings in the matter and any orders and awards issued, and any reference to whether either party won, lost, prevailed, or did not prevail against the other party in any arbitration proceeding, as well as any settlement agreement related to an arbitration. However, judgment on the award may be entered under seal in any court having jurisdiction thereof, by either party.

The parties expressly intend that any arbitration be conducted on an individual basis, so that no third parties may be consolidated or joined or allowed to proceed with class arbitration. The parties agree that any arbitration ruling allowing class arbitration, or requiring consolidated arbitration involving any third party(ies), would require immediate judicial review. Notwithstanding anything in this Agreement to the contrary, this paragraph may not be severed from Article VII of the Agreement under any circumstances, including but not limited to unlawfulness, invalidity or unenforceability.

The decision of the arbitrator(s) on the points in dispute will be binding. The parties acknowledge that because this Agreement affects interstate commerce the Federal Arbitration Act applies.

In the event any court determines that this arbitration procedure is not binding or otherwise allows litigation involving a Dispute to proceed, the parties hereby waive any and all right to trial by jury in, or with respect to, the litigation. The litigation would instead proceed with the judge as the finder of fact.

In the event a party wishes to terminate this Agreement based on an assertion of uncured material breach, and the other party disputes whether grounds for the termination exist, the matter will be resolved through arbitration under this Article VII. While the arbitration remains pending, the termination for breach will not take effect.

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This Article VII will survive any termination of this Agreement.

Article VIII.
<u>Term and Termination</u>

8.1 **Term.** This Agreement will take effect on the Effective Date. This Agreement has an initial term of three years and will renew automatically for renewal terms of one year, until terminated pursuant to section 8.2 of this Agreement.

8.2 **Termination.** This Agreement may be terminated under any of the following circumstances:

i) by mutual written agreement of the parties;

ii) by either party, upon at least 180 days prior written notice, effective at the end of the initial term or effective at the end of any renewal term;

iii) by either party, upon 60 days prior written notice, in the event of a material breach of this Agreement by the other party; the notice must include a specific description of the alleged material breach; however, the termination will not take effect if the breach is cured within 60 days after notice of the termination; moreover, termination may be deferred as further described in Article VII of this Agreement;

iv) by either party, upon 10 days prior written notice, in the event the other party loses licensure or other governmental authorization necessary to perform this Agreement, or fails to have insurance as required under section 4.7 or section 5.2 of this Agreement;

v) by United, upon 10 days prior written notice, in the event Facility loses accreditation; or

vi) by United, upon 90 days prior written notice, in the event:

a) Facility loses approval for participation under United’s credentialing plan, or

b) Facility does not successfully complete the United’s re-credentialing process as required by the credentialing plan.

8.3 Ongoing Services to certain Customers after termination takes effect. In the event a Customer is receiving any of the Covered Services listed below, as of the date the termination of this Agreement takes effect, Facility will continue to render those Covered Services to that Customer, and this Agreement will continue to apply to those Covered Services, after the termination takes effect, for the length of time indicated below:

Pregnancy, Third Trimester – Low Risk	Through postpartum follow up visit
Pregnancy, First, Second or Third Trimester – Moderate Risk and High Risk	Through postpartum follow up visit
Non-Surgical Cancer Treatment	30 days or a complete cycle of radiation or chemotherapy, whichever is greater
End Stage Kidney Disease and Dialysis	30 days
Symptomatic AIDS undergoing active treatment	30 days
Circumstances where Payer is required by applicable law to provide transition coverage of services rendered by Facility after Facility leaves the provider network accessed by Payer.	As applicable

Article IX.
Miscellaneous Provisions

9.1 Entire Agreement. In order for this Agreement to be binding, a hard copy must be signed by both parties. This Agreement is the entire agreement between the parties with regard to its subject matter, and supersedes any prior written or unwritten agreements between the parties or their affiliates with regard to the same subject matter, except that this Agreement does not supersede a national agreement between the parties or their affiliates.

9.2 Amendment. This Agreement may only be amended in a writing signed by both parties, except that this Agreement may be unilaterally amended by United upon written notice to Facility in order to comply with applicable regulatory requirements. United will provide at least 30 days notice of any such regulatory amendment, unless a shorter notice is necessary in order to accomplish regulatory compliance.

9.3 Nonwaiver. The waiver by either party of any breach of any provision of this Agreement is not a waiver of any subsequent breach of the same or any other provision.

9.4 Assignment. This Agreement may not be assigned by either party without the written consent of the other party, except that this Agreement may be assigned by United to any of United's Affiliates.

Additionally, if United transfers to a third party all of its business described in a given line item in Appendix 2, section 1, or other line of business, United may assign this Agreement, only as it relates to that transferred business, to that third party. Such an assignment will not impact the relationship of the parties under this Agreement with regard to the remainder of United's business.

9.5 Relationship of the parties. The sole relationship between the parties to this Agreement is that of independent contractors. This Agreement does not create a joint venture, partnership, agency, employment or other relationship between the parties.

9.6 No third-party beneficiaries. United and Facility are the only entities with rights and remedies under this Agreement.

9.7 Calendar days. Unless this Agreement specifically provides otherwise, all references in this Agreement to a period of days refers to calendar days.

9.8 Notice procedures. Any notice required to be given under this Agreement must be in writing, except in cases in which this Agreement specifically permits electronic notice, or as otherwise permitted or required in the Protocols. Acceptable forms of written notice include facsimile, first class mail, certified mail, or overnight delivery by a national, recognized delivery service. All notices of termination of this Agreement by either party must be sent by certified mail, return receipt requested, addressed to the appropriate party at the address set forth on the signature portion of this Agreement. Each party will provide the other with proper addresses, facsimile numbers and electronic mail addresses.

9.9 Confidentiality. Neither party may disclose to a Customer, other health care providers, or other third parties any of the following information (except as required by an agency of the government):

i) any proprietary business information, not available to the general public, obtained by the party from the other party;
ii) the specific reimbursement amounts provided for under this Agreement, except for purposes of administration of benefits, including informing Customers, Benefit Plan sponsors and/or referring providers about the cost of a particular Covered Service or set of Covered Services; or
iii) any customer list of the other party regardless of how such customer list was generated.

This section 9.9 does not preclude the disclosure of information by United to a third party as part of the process by which the third party is considering whether to purchase services from United.

At least 48 hours before either party issues a press release, advertisement, or other media statement about the business relationship between the parties, that party will give the other party a copy of the material the party intends to issue.

Except as otherwise required by applicable law or stock exchange rule, Facility will not, and will not permit any of its representative affiliates, representatives or advisors to, issue or cause the publication of any press release or make any other public announcement, including, without limitation, any advertisement, with respect to this Agreement without the consent of United.

9.10 Governing law. This Agreement will be governed by and construed in accordance with the laws of the state in which Facility renders Covered Services, and any other applicable law.

9.11 Regulatory appendices. One or more regulatory appendix may be attached to this Agreement, setting forth additional provisions included in this Agreement in order to satisfy regulatory requirements under applicable law. These regulatory appendices, and any attachments to them, are expressly incorporated into this Agreement and are binding on the parties to this Agreement. In the event of any inconsistent or contrary language between a regulatory appendix and any other part of this Agreement, including but not limited to appendices, amendments and exhibits, the regulatory appendix will control, to the extent it is applicable.

9.12 Severability. Except as otherwise set forth in this Agreement, any provision of this Agreement that is unlawful, invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining provisions of this Agreement or the lawfulness, validity or enforceability of the offending provision in any other situation or jurisdiction.

9.13 Survival. Notwithstanding the termination of this Agreement, this Agreement will continue to apply to Covered Services rendered while this Agreement was in effect. Additionally, section 9.9 of this Agreement, (except for the last paragraph) will survive the termination of this Agreement.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT MAY BE ENFORCED BY THE PARTIES.

City of Indianola as signed by its authorized representative:	**Address to be used for giving notice to Facility under this Agreement:**
Signature:	Street: 110 N 1ST ST
Print Name: ________	City: INDIANOLA
Title: ________	State: IA Zip Code: 50125
Date: ________	Email: ________

UnitedHealthcare Insurance Company, on behalf of itself, UnitedHealthcare of the Midlands, Inc. and its other affiliates, as signed by its authorized representative:

Signature:
Print Name: ________
Title: ________
Date: ________

Address to be used for giving notice to United under this Agreement: Street: 1089 Jordan Creek Parkway, Ste 200 City: West Des Moines State: IA Zip Code: 50266
For office use only: Contract number: 1866484 Month, day and year in which Agreement is first effective: ________

Appendix 1
Facility Location and Service Listings

City of Indianola

IMPORTANT NOTES: Facility acknowledges its obligation under section 4.8 to promptly report any change in Facility's name or Taxpayer Identification Number. Failure to do so may result in denial of claims or incorrect payment.

The location where Covered Services will be rendered ("Service Location") MUST be listed in this Appendix.

FACILITY LOCATION - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
Indianola Fire Department Ambulance Services	Indianola Fire Department Ambulance Services
Street Address	**Street Address**
110 N 1st Street	110 N 1ST ST
City	**City**
INDIANOLA	INDIANOLA
State and Zip Code	**State and Zip Code**
IA 50125	IA 50125
Phone Number	**Phone Number**
(515)962-0108	(515)962-0108
TIN	
426004797	
National Provider ID (NPI)	
1619947199	
ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
________	________
Street Address	**Street Address**
________	________
City	**City**
________	________
State and Zip Code	**State and Zip Code**
________	________
Phone Number	**Phone Number**
________	________
TIN	
________	
National Provider ID (NPI)	
________	

ADDITIONAL FACILITY LOCATIONS - List BOTH the Service Location and the Billing Address for the Service Location	
Service Location	**Billing Address for the Service Location**
Facility Name	**Facility Name**
_________	_________
Street Address	**Street Address**
_________	_________
City	**City**
_________	_________
State and Zip Code	**State and Zip Code**
_________	_________
Phone Number	**Phone Number**
_________	_________
TIN	
_________	
National Provider ID (NPI)	
_________	

Facility Name	**Facility Name**
_________	_________
Street Address	**Street Address**
_________	_________
City	**City**
_________	_________
State and Zip Code	**State and Zip Code**
_________	_________
Phone Number	**Phone Number**
_________	_________
TIN	
_________	
National Provider ID (NPI)	
_________	

Appendix 2
Benefit Plan Descriptions

Section 1. United may allow Payers to access Facility's services under this Agreement for the Benefit Plan types described in each line item below, unless otherwise specified in section 2 of this Appendix 2:

- Benefit Plans where Customers are offered a network of participating providers and must select a primary physician, who in some cases must approve any care provided by other health care providers. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are offered a network of participating providers but are not required to select a primary physician. Such Benefit Plans may or may not include an out-of-network benefit.

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.

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Section 2. Notwithstanding the above section 1 of this Appendix 2, this Agreement will not apply to the Benefit Plan types described in the following line items:

- Benefit Plans where Customers are not offered a network of participating providers from which they may receive Covered Services.

- Deere Premier Benefit Plans sponsored by Deere & Company on behalf of its United Auto Workers Customers and other collectively bargained benefit plans as indicated by a reference to "Deere Premier" on the face of the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

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- Medicare Advantage Benefit Plans.

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- Iowa Department of Public Health Substance Abuse Program Other Governmental Benefit Plans.

- Benefit Plans for workers' compensation benefit programs.

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- Medicaid or CHIP Benefit Plans other than those separately addressed in this Appendix 2.

- Medicare and Medicaid Enrollees (MME) Benefit Plans.

- Benefit Plans for Medicare Select.

- Medicare Advantage Private Fee-For-Service Benefit Plans and Medicare Advantage Medical Savings Account Benefit Plans.

- Other Governmental Benefit Plans.

- TRICARE Benefit Plans.

Note: Excluding certain Benefit Plans or programs from this Agreement does not preclude the parties or their affiliates from having or entering into a separate agreement providing for Facility's participation in a network for such Benefit Plans or Programs.

Section 3. Definitions:

Note: United may adopt a different name for a particular Benefit Plan, and/or may modify information referenced in the definitions in this Appendix 2 regarding Customer identification cards. If that happens, section 1 or section 2 of this Appendix 2 will continue to apply to those Benefit Plans as it did previously, and United will provide Facility with the updated information. Additionally, United may revise the definitions in this Appendix 2 to reflect changes in the names or roles of United's business units, provided that doing so does not change Facility's participation status in Benefit Plans impacted by that change, and further provided that United provides Facility with the updated information.

MEDICARE:

- **Medicare Advantage Benefit Plans** means Benefit Plans sponsored, issued or administered by a Medicare Advantage organization as part of:
    - i) the Medicare Advantage program under Title XVIII, Part C of the Social Security Act, or
    - ii) the Medicare Advantage program together with the Prescription Drug program under Title XVIII, Part C and Part D, respectively, of the Social Security Act,

  as those program names may change from time to time.

- **Medicare and Medicaid Enrollees (MME) Benefit Plan** means the CMS sponsored Financial Alignment Demonstration Plan providing integrated care benefits for individuals eligible for both the state Medicaid program and the Medicare program (Parts A, B, C and D). At such time as this Benefit Plan is no longer a demonstration project and is fully implemented in the state, this definition will be interpreted to refer to the fully implemented plan.

MEDICAID, CHIP AND OTHER STATE PROGRAMS:

- **Medicaid Benefit Plans** means Benefit Plans that offer coverage to beneficiaries of a program that is authorized by Title XIX of the federal Social Security Act, and jointly financed by the federal and state governments and administered by the state.

- **Iowa Medicaid Benefit Plans** means Medicaid Benefit Plans issued in Iowa under the Iowa High Quality Healthcare Initiative that include a reference to "UnitedHealthcare Community Plan," and "Medicaid," or "Health and Wellness Plan," or "Family Planning" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- **Children's Health Insurance Program ("CHIP") Benefit Plans** means Benefit Plans under the program authorized by Title XXI of the federal Social Security Act that is jointly financed by the federal and state governments and administered by the state.

- **Iowa CHIP Benefit Plans** means CHIP Benefit Plans issued in Iowa, currently known as ***hawk-i***, that include a reference to "UnitedHealthcare Community Plan" and "***hawk-i***" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- **Iowa M-CHIP Benefit Plans** means CHIP Benefit Plans issued in Iowa, currently known as M-CHIP, that include a reference to "UnitedHealthcare Community Plan" and "Medicaid" on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

- **Other Governmental Benefit Plans** means Benefit Plans that are funded wholly or substantially by a state or district government or a subdivision of a state (such as a city or county), but do not include Benefit Plans for:
    - i) employees of a state government or a subdivision of a state and their dependents;

ii) students at a public university, college or school;
iii) employer-based coverage of private sector employees, even if the employer receives a government subsidy to help fund the coverage;
iv) Medicaid beneficiaries;
v) Children’s Health Insurance Program (CHIP) beneficiaries; and,
vi) Medicare and Medicaid Enrollees (MME).

- **Iowa Department of Public Health Substance Abuse Program Other Governmental Benefit Plans** means Other Governmental Benefit Plans issued in the state of Iowa that include a reference to “UnitedHealthcare Community Plan” or “IDPH Program” on the valid identification card of any Customer eligible for and enrolled in that Benefit Plan.

Additional Manuals Appendix

For some of the Benefit Plans for which Facility may provide Covered Services under this Agreement, Facility is subject to additional requirements of one or more additional provider manuals ("Additional Manuals"). When this Agreement refers to Protocols or Payment Policies, it is also referring to the Additional Manuals. An Additional Manual may be a separate document or it may be a supplement to the Care Provider Administrative Guide ("UnitedHealthcare Administrative Guide").

For Benefit Plans subject to an Additional Manual, the Additional Manual controls if it conflicts with any of the following: (1) a provision of this Agreement or of the UnitedHealthcare Administrative Guide; or (2) a United Protocol or Payment Policy. However, the Additional Manual does not control where it conflicts with applicable statutes or regulations.

The Additional Manuals will be made available to Facility on a designated website and upon request. The names of the Additional Manuals, the websites to view and download them, and the Benefit Plans to which they apply, are listed in Table 1 below. United may change the location of a website or the Customer identification card identifier used to identify Customers subject to a given Additional Manual; if United does so, United will inform Facility.

United may make changes to the Additional Manuals subject to this Appendix in accordance with the provisions of this Agreement relating to Protocol and Payment Policy changes.

Table 1

Benefit Plan(s)	**Description of Applicable Additional Manual**	**Website**
No Additional Manuals Apply		
Certain Benefit Plans issued or administered by the following entities (collectively referred to as "River Valley Entities"): UnitedHealthcare Services Company of the River Valley, Inc.; UnitedHealthcare Plan of the River Valley, Inc.; and UnitedHealthcare Insurance Company of the River Valley. "uhcrivervalley.com" is referenced on the identification card for Customers eligible for and enrolled in those Benefit Plans.	The River Valley Entities Supplement to the UnitedHealthcare Administrative Guide	www.UHCprovider.com

The Additional Manual does not apply to Medicare Advantage, Medicaid, or CHIP Benefit Plans issued or administered by River Valley Entities.		
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Facility **Name(s):** Indianola Fire Department Ambulance Services

Effective Date of this Appendix:

Transportation Services

Payment Appendix All Payer

Applicability

Unless another Payment Appendix to this Agreement applies specifically to a particular Benefit Plan as it covers a particular Customer, the provisions of this Payment Appendix apply to Covered Services rendered to Customers covered by Benefit Plans sponsored, issued or administered by all Payers.

For the purposes of this Payment Appendix, "Facility" means a Transportation Service provider subject to the Agreement. Transportation Services include the service categories listed in the Transportation Services Category Table and other services included within the payment for those service categories as provided by this Payment Appendix.

Facility will submit claims using a CMS 1500, its successor form or its electronic equivalent. All claims submitted under this Payment Appendix must use CPT Codes, HCPCS Codes, ICD Codes or its successor and other codes in compliance with HIPAA standard data set requirements. Claims submitted without HIPAA standard data set requirements may be denied.

Section 1
Definitions

Unless otherwise defined in this section 1, a capitalized term used in this Payment Appendix will have the meanings assigned to them in this Agreement.

Covered Service: A health care service or product for which a Customer is entitled to receive coverage from a Payer, pursuant to the terms of the Customer's Benefit Plan with that Payer.

Customary Charge: The fee for health care services charged by Facility that does not exceed the fee Facility would ordinarily charge another person regardless of whether the person is a Customer.

Customer Expenses: Copayments, deductibles, or coinsurance that are the financial responsibility of the Customer according to the Customer's Benefit Plan.

Eligible Charges: The Customary Charge for Covered Services.

Payment Method: A methodology for determining contract rates under this Payment Appendix.

Per Unit: The flat rate Payment Method designated "Per Unit" in this Payment Appendix and applicable to Covered Services rendered to a Customer for each unit of service performed within a Transportation Service Category for which a Per Unit Payment Method is indicated in the Transportation Service Categories Table of this Payment Appendix. Facility is required to identify procedures by revenue code and CPT/HCPCS code to receive payment. The number of units for each procedure or service rendered will be billed in accordance with the guidelines in the latest edition of the Current Procedural Terminology (CPT) manual as published by the American Medical Association or the latest edition of the HCPCS code set as published by the Centers for Medicare and Medicaid Services (CMS). Unless otherwise specified in this Payment Appendix, payment under the Per Unit Payment Method, less any applicable Customer Expenses, will be considered payment in full for all Covered Services rendered to the Customer including, but not limited to services rendered by non-Physician personnel (regardless of whether those personnel are employed by Facility and regardless of whether those services are characterized as professional services), nursing care, diagnostic and therapeutic services, durable medical equipment, supplies (including, but not limited anesthesia supplies), medications, and facility and ancillary services. The units reported for Covered Services for which the contract rate is a Per Unit must always equal the number of times a procedure or service is performed.

Section 2
Contract Rate for Covered Services

2.1 Contract Rate. For Covered Services rendered by Facility to a Customer, United will pay the lesser of (i) Facility's Customary Charges, or (ii) the applicable contract rate determined in accordance with section 2.2 of this Payment Appendix. Payment under this Payment Appendix will be less any applicable co-payments, deductibles and coinsurance, and is subject to the requirements set forth in the Agreement and in accordance with Payment Policies.

2.2 Covered Services. For the provision of Covered Services to a Customer, the contract rate is determined as follows:

Transportation Services Category Table

TRANSPORTATION SERVICES	PAYMENT METHOD	CONTRACT RATE
Ground Mileage A0425	**Per Unit**	$9.04

Transport base rate is to be billed and reimbursed separately for A0426, A0427, A0428, A0429 and A0434 HCPC codes only. A0425 should not be billed or reimbursed in addition to A0100, A0130 or T2005. Provider will only be reimbursed for mileage incurred while the Customer was in transit.	**(1 unit equals one statue mile)**	

Ambulance service Advanced Life Support (ALS), Non-emergent transport, level 1 A0426 One unit equates to one-way. Two units equates to round-trip. Mileage to be billed and reimbursed separately. Wait time, any supplies (including oxygen and oxygen supplies) and extra attendant are inclusive of this service and not eligible for separate reimbursement.	**Per Unit**	$306.33

Ambulance service Advanced Life Support (ALS), Emergency transport, Level 1 A0427 One unit equates to one-way. Two units equates to round-trip. Mileage to be billed and reimbursed separately. Wait time, any supplies (including oxygen and oxygen supplies) and extra attendant are inclusive of this service and not eligible for separate reimbursement.	**Per Unit**	$485.04

Ambulance service Basic Life Support (BLS), Non-emergent A0428 One unit equates to one-way. Two units equates to round-trip. Mileage to be billed and reimbursed separately. Wait time, any supplies (including oxygen and oxygen supplies) and extra attendant are inclusive of this service and not eligible for separate reimbursement.	**Per Unit**	$255.29

Ambulance service Basic Life Support (BLS), Emergent A0429 One unit equates to one-way. Two units equates to round-trip. Mileage to be billed and reimbursed separately. Wait time, any supplies (including oxygen and oxygen supplies) and extra attendant are inclusive of this service and not eligible for separate reimbursement.	**Per Unit**	$408.45

Paramedic intercept, rural area, transport furnished by a volunteer ambulance company which is prohibited by state law from billing third-party payers A0432	**Per Unit**	**$**446.75

Advanced life support level 2 A0433	**Per Unit**	**$**702.03

Specialty Care Transport A0434 One unit equates to one-way. Two units equates to round-trip. Mileage to be billed and reimbursed separately. Wait time, any supplies (including oxygen and oxygen supplies) and extra attendant are inclusive of this service and not eligible for separate reimbursement.	**Per Unit**	**$**829.67

2.3 Service Standards. Facility________ will meet and be bound by the service expectations set forth in the Transportation Service Standards Exhibit attached to the Agreement to the extent applicable.

Section 3
Miscellaneous Provisions

3.1 Inclusive Rates. The contract rates established by this Payment Appendix for the service categories listed in the Transportation Services Category Table are all-inclusive and represent the entire payment for the provision to the Customer of all Covered Services that are in the given service category, including those Covered Services that are generally provided as a part of the service in the given service category. No additional payments will be made for any services or items covered under the Customer's Benefit Plan and billed for separately by Facility. Facility will only submit claims for services incurred while the Customer was in transit. For example, Facility will not submit claims for time, mileage, or other expenses incurred before or after the Customer was in the vehicle.

When these services are Covered Services, per the Customer's Benefit Plan, Facility will not bill and collect from the Customer for the services, as prohibited under the Agreement. However, when these services are not Covered Services, per the Customer's Benefit Plan, Facility may bill and collect from the Customer for the services, to the extent permitted under the Agreement.

Services or items covered under the Customer's Benefit Plan and billed for separately by Facility that are not in any of the service categories listed in Transportation Services Category Table and are not generally provided as a part of any of the service categories listed in Transportation Services Category Table are not subject to reimbursement under this Payment Appendix, but may be payable under another payment appendix to the Agreement or under another agreement.

3.2 Payment Code Updates. United will update any codes, such as revenue codes, ICD codes or successor version, HCPCS codes and/or CPT codes from time to time according to changes in the industry, including among other things (a) the latest edition of the Current Procedural Terminology (CPT) manual which is revised by the American Medical Association, (b) the latest edition of the HCPCS manual which is revised by the Centers for Medicare and Medicaid Services (CMS), (c) the latest edition of the ICD manual, or successor version, which is issued by the U.S. Department of Health and Human Services, and (d) the latest revenue code guidelines from the National Uniform Billing Committee. Unless specified elsewhere in this Payment Appendix, the contract rate for a new, replacement, or modified code(s) will be at the existing contract rate for the appropriate code(s) it replaced or modified.

Iowa Regulatory Requirements Appendix

This Iowa Regulatory Requirements Appendix (the "Appendix") is made part of the agreement (the "Agreement") entered into between UnitedHealthcare Insurance Company, contracting on behalf of itself, the entities named in the Agreement, and the other entities that are United's Affiliates (collectively referred to as "United") and the health care professional or entity named in the Agreement ("Provider").

This Appendix applies to products or benefit plans sponsored, issued or administered by or accessed through United to the extent such products are regulated under Iowa laws; provided, however, that the requirements in this Appendix will not apply to the extent they are preempted by the Medicare Modernization Act or other applicable law.

United and Provider each agree to be bound by the terms and conditions contained in this Appendix. In the event of a conflict or inconsistency between this Appendix and any term or condition contained in the Agreement, this Appendix shall control, except with regard to Benefit Plans outside the scope of this Appendix.

If any of the capitalized terms in this Appendix are used or defined (or the equivalent terms are used or defined) in the Agreement, then the terms used in this Appendix will have the same meaning as the terms (or equivalent terms) used or defined in the Agreement. For example, "Benefit Plans," as used in this Appendix, will have the same meaning as "benefit contracts"; "Customer," as used in this Appendix, will have the same meaning as "member," "enrollee," or "covered person"; "Payer," as used in this Appendix, will have the same meaning as "participating entity"; "Provider," as used in this Appendix, will have the same meaning as "Facility," "Medical Group," "Ancillary Provider," "Physician," or "Practitioner." Additionally, if the Agreement uses pronouns to refer to the contracted entities, then "United" will have the same meaning as "we" or "us," and "Provider" will have the same meaning as "you" or "your."

This Appendix will be deemed to be updated to incorporate any changes to the laws and regulations referenced herein, including any changes to definitions referenced herein, effective as of the date of such changes.

Unless otherwise defined in this Appendix, all capitalized terms contained in the Appendix shall be defined as set forth in the Agreement.

Provisions applicable to Benefit Plans regulated under Iowa HMO laws:

1. Customer Protection Provision. In no event, including, but not limited to, non-payment by Payer for Covered Services rendered to Customers by Provider, insolvency of Payer, or breach by United of any term or condition of this Agreement, shall Provider bill, charge, collect a deposit from, seek compensation, remuneration or reimbursement from, or have any recourse against any Customer or persons acting on behalf of the Customer for Covered Services eligible for reimbursement under this Agreement; provided, however, that Provider may collect from the Customer copayments, deductibles or coinsurance for which the Customer is responsible under the Benefit Plan, or charges for services not covered under the Customer's Benefit Plan. The provisions of this section shall (a) apply to all Covered Services rendered while this Agreement is in force; (b) with respect to Covered Services rendered while this Agreement is in force, survive the termination of this Agreement regardless of the cause of termination; (c) be construed to be for the benefit of the Customers; and (d) supersede any oral or written agreement, existing or subsequently entered into, between Provider and a Customer or person acting on a Customer's behalf, that requires the Customer to pay for such Covered Services.

2. Continued Provision of Covered Services upon Insolvency and after Termination. In the event this Agreement is terminated due to the insolvency of United or other cessation of the operations of United, and a Customer is receiving care from Provider under a prescribed treatment plan, Provider is obligated to continue the provision of Covered Services to that Customer, until the longer of (a) the completion of the period in which premium has been paid to United or Payer on behalf of the Customer; or (b) the Customer's discharge from an inpatient facility. Provider shall be reimbursed in accordance with the Agreement for all such Covered Services rendered subsequent to the termination of that Agreement.

In the event United terminates the Agreement and a female Customer is receiving care in the second or third trimester of pregnancy, Provider is obligated to continue the provision of Covered Services to that Customer through childbirth and delivery. Provider shall be reimbursed in accordance with the Agreement for all such Covered Services rendered subsequent to the termination of this Agreement. In the event United terminates the Agreement and a Customer is undergoing a specified course of treatment for a terminal illness or a related condition, Provider is obligated to continue the provision of Covered Services to that Customer for a period not to exceed ninety (90) days. Provider shall be reimbursed in accordance with the Agreement for all such Covered Services rendered subsequent to the termination of that Agreement.

Notwithstanding the paragraphs above, in the event United terminates the Agreement for cause, neither United nor Payer shall be liable to pay for Covered Services provided by Provider to a Customer following termination of that Agreement.

Provider agrees that a Customer shall not be financially responsible for any Covered Services provided during this period, and shall only be financially responsible for copayments, coinsurance and/or deductibles or non-covered services as determined by United. This provision shall (a) survive the termination of the Agreement regardless of the cause of termination; (b) be construed to be for the benefit of the Customers; and (c) supersede any oral or written agreement, existing or subsequently entered into, between Provider and a Customer or person acting on a Customer's behalf, that requires the Customer to pay for such Covered Services.

3. Communication. United encourages Provider to discuss with Customers treatment options and their associated risks and benefits, regardless of whether the treatment is covered under the Customer's Benefit Plan. United shall not prohibit Provider from or penalize Provider for discussing treatment options with Customers, irrespective of United's position on the treatment options, or from advocating on behalf of Customers within the utilization management or grievance processes established by United or a person contracting with United. Nothing in this Agreement is intended to interfere with Provider's relationship with Customers as patients of Provider, or with United's ability to administer their quality improvement, utilization management and credentialing programs.

4. No Termination or Penalty for Advocacy. United shall not penalize Provider, including termination of the Agreement, in the event that Provider: (a) advocates in good faith on behalf of a Customer; (b) files a complaint against United; (c) appeals a decision of United; or (d) in good faith, reports to state or federal authorities any act or practice by United that, in the opinion of Provider, jeopardizes a Customer's health or welfare.

5. Prompt Pay. United and Payer, as applicable, shall pay or deny claims in accordance with the processes for the timely adjudication and payment of claims as set forth in 191 IAC 15.32(507B).

6. Audit Procedures. United shall comply with the audit procedures for medical claims as set forth in 191 IAC 15.33(507B).

7. Utilization Review. United, Payer or Provider, as applicable, shall comply with applicable provisions of Iowa laws and regulations as they relate to utilization review of health care services, including but not limited to those set forth in Iowa Code section 514F.4 and 191 IAC 70.

8. External Review. United, Payer or Provider, as applicable, shall comply with applicable provisions of Iowa laws and regulations as they relate to external review of coverage decisions based on medical necessity, including but not limited to those set forth in Iowa Code section 514J and 191 IAC 76.

Provisions applicable to Benefit Plans regulated by the State of Iowa but not subject to Iowa HMO laws:

1. Continued Provision of Covered Services upon Insolvency and after Termination. In the event this Agreement is terminated due to the insolvency of United or other cessation of the operations of United, and a Customer is receiving care from Provider under a prescribed treatment plan, Provider is obligated to continue the provision of Covered Services to that Customer, until the longer of (a) the completion of the period in which premium has been paid to United on behalf of the Customer; or (b) the Customer's discharge from an inpatient facility. Provider shall be reimbursed in accordance with the Agreement for all such Covered Services rendered subsequent to the termination of that Agreement.

In the event United terminates the Agreement and a female Customer is receiving care in the second or third trimester of pregnancy, Provider is obligated to continue the provision of Covered Services to that Customer through childbirth and delivery. Provider shall be reimbursed in accordance with the Agreement for all such Covered Services rendered subsequent to the termination of this Agreement. In the event United terminates the Agreement and a Customer is undergoing a specified course of treatment for a terminal illness or a related condition, Provider is obligated to continue the provision of Covered Services to that Customer for a period not to exceed ninety (90) days. Provider shall be reimbursed in accordance with the Agreement for all such Covered Services rendered subsequent to the termination of that Agreement.

Notwithstanding the paragraphs above, in the event United terminates the Agreement for cause, United shall not be liable to pay for Covered Services provided by Provider to a Customer following termination of that Agreement.

Provider agrees that a Customer shall not be financially responsible for any Covered Services provided during this period, and shall only be financially responsible for copayments, coinsurance and/or deductibles or non-covered services as determined by United. This provision shall (a) survive the termination of the Agreement regardless of the cause of termination; (b) be construed to be for the benefit of the Customers; and (c) supersede any oral or written agreement, existing or subsequently entered into, between Provider and a Customer or person acting on a Customer's behalf, that requires the Customer to pay for such Covered Services.

2. Communication. United encourages Provider to discuss with Customers treatment options and their associated risks and benefits, regardless of whether the treatment is covered under the Customer's Benefit Plan. United shall not prohibit Provider from or penalize Provider for discussing treatment options with Customers, irrespective of United's position on the treatment options, or from advocating on behalf of Customers within the utilization management or grievance processes established by United or a person contracting with United. Nothing in this Agreement is intended to interfere with Provider's relationship with Customers as patients of Provider, or with United's ability to administer their quality improvement, utilization management and credentialing programs.

3. No Termination or Penalty for Advocacy. United shall not penalize Provider, including termination of the Agreement, in the event that Provider: (a) advocates in good faith on behalf of a Customer; (b) files a complaint against United; (c) appeals a decision of United; or (d) in good faith, reports to state or federal authorities any act or practice by United that, in the opinion of Provider, jeopardizes a Customer's health or welfare.

4. Prompt Pay. United and Payer, as applicable, shall pay or deny claims in accordance with the processes for the timely adjudication and payment of claims as set forth in 191 IAC 15.32(507B).

5. Audit Procedures. United shall comply with the audit procedures for medical claims as set forth in 191 IAC 15.33(507B).

6. Utilization Review. United, Payer or Provider, as applicable, shall comply with applicable provisions of Iowa laws and regulations as they relate to utilization review of health care services, including but not limited to those set forth in Iowa Code section 514F.4 and 191 IAC 70.

7. External Review. United, Payer or Provider, as applicable, shall comply with applicable provisions of Iowa laws and regulations as they relate to external review of coverage decisions based on medical necessity, including but not limited to those set forth in Iowa Code section 514J and 191 IAC 76.

MEMORANDUM

To: Mayor and City Council

From:

Date: March 7, 2022

Subject: Receive and file the Police Department annual report.

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

Attachments: 1. 2021 ANNUAL REPORT

ANNUAL REPORT 2021

Indianola Police Department
Tel: 515.961.9400 .110 N. First St., Indianola, Ia 50125
https://ia-indianola.civicplus.com/149/Police-Department

INDEX

Message from the Interim Chief

During 2021, Police Chief Dave Button retired, and one officer went to work for another agency. We conducted two hiring processes to fill several open positions. These positions were both left vacant by departures and due to the addition of positions per the staffing study that was conducted 4 years ago. The police department is authorized to have 24 sworn personnel. At the end of 2021 we are in a very good position with 23 of those 24 positions filled.

In September we switched the patrol schedule to 10-hour days, working 5 days then having 4 days off. This new schedule has advantages to both the employees and the city. Employees get 4 days off in a row and the city has more officers on patrol at one time on all 3 shifts. More officers on patrol gives better coverage and better service to the citizens of Indianola.

Our community policing projects were almost 100% back this past year, despite the ongoing pandemic. IPD was able to deliver thanksgiving meals, Christmas shop with local children, and our version of No-Shave-November also raised money for Indianola Community Youth Foundation. In October, for breast cancer awareness month, we wore special pink patches and displayed pink shields on our patrol vehicles. We also sold the pink patches and raised $1,400 for the Pink Tractor Foundation. This organization helps Indianola and Warren County families with financial assistance when a loved one is going through a cancer battle. Thanks to all individuals and organizations that donate to our non-profit, Indianola Police Department Community Outreach Partner program. (IPD COP)

Lastly, we have received city council approval to purchase and implement body worn cameras. We feel that body worn cameras helps strengthen accountability, officer and citizen safety, transparency, and public confidence in the police department. We are rolling these out in early 2022!

It was truly a great year at the Indianola Police Department, and it is my honor to serve the citizens of Indianola.

Interim Chief of Police
Brian Sher

"There is no limit to the amount of good you can do if you don't care who gets the credit."

-Ronald Reagan

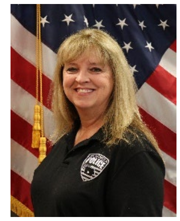
Organizational Chart 2021

- **Captain**, Interim Chief of Police: Brian Sher
  - **School Resource Officer**: Jay Hackett
  - **Crossing Guards**: Vicki Wood, Lindsay Kappelman
  - **Detectives**: Luke Buhrow, Brad Metcalf, Michael Chia
  - **Admin. Asst/ Ofc. Mngr.**: Pat Allsup
    - **Clerical Support Staff**: Rachelle Denning, Tammy Bruce, Michelle Snyder, Katelyn Byrd
  - **Lieutenant**: Rob Hawkins
    - **Day Shift Sergeant**: Scott Dwyer
      - **Patrol Officers**: Chris Marsh, Jen Williams, Tye Sparks, Ross Marshall, Drew Stever
    - **Mid-shift Sergeant**: Justin Keller
      - **Patrol Officers**: Joshua Temple, Zachary Ewing, Nicole Stewart, Treyton Nixon
    - **Night Shift Sergeant**: Rick Largesse
      - **Patrol Officers**: Devin Thomas, Tanner Ortlund, Jonathan Scott

2021 Department Personnel


(Interim Chief) Captain Brian Sher


Lieutenant Rob Hawkins

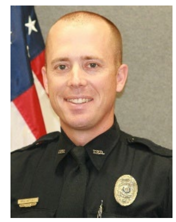

Admin. Asst/Ofc. Mngr. Pat Allsup


Sgt. Scott Dwyer


Sgt. Rick Largesse


Sgt. Justin Keller

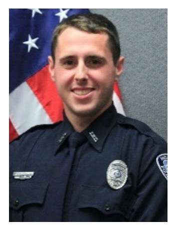

Officer Chris Marsh


Officer Brad Metcalf


Officer Luke Buhrow


Officer Jay Hackett


Officer Jennifer Williams

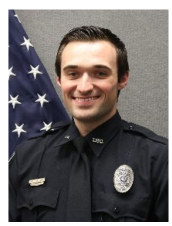

Officer Josh Temple


Officer Michael Chia

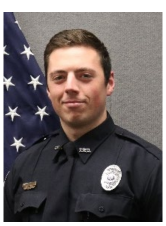

Officer Zac Ewing

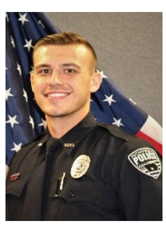

Officer Devin Thomas

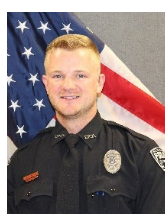

Officer Tye Sparks


Officer Tanner Ortlund

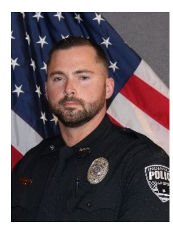

Officer Nicole Stewart

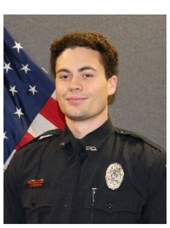

Officer Ross Marshall


Officer Treyton Nixon


Officer Jon Scott


Officer Drew Stever


Officer John Schumacher


Officer Isaiah Strong


Clerical Rachelle Denning


Clerical Tammy Bruce


Clerical Michelle Snyder


Clerical Katelyn Byrd

DIVISIONS

Patrol Division

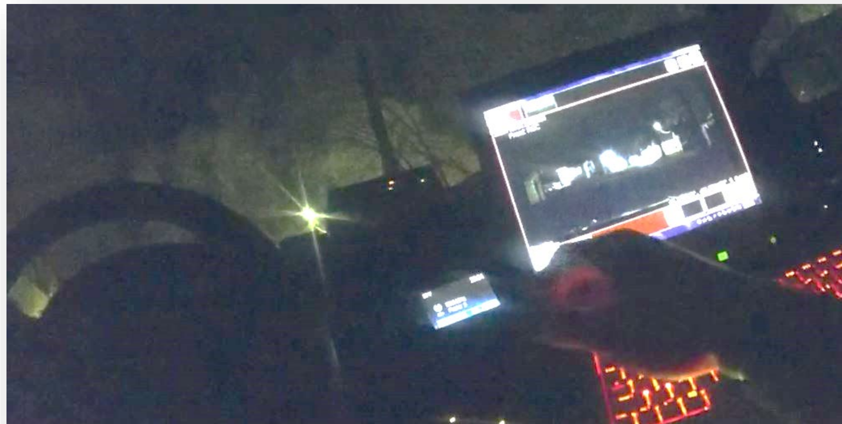
The mainstay and most visible part of the Indianola Police Department is the patrol division. There are three patrol sergeants that supervise our three shifts. Dayshift runs from 6:00 AM until 4:00 PM, mid-shift is from 3:00 PM until 1:00 AM and nightshift is from 9:00 PM until 7:00 AM. Each shift intentionally overlaps to give officers time to exchange information and finish the day's paperwork.

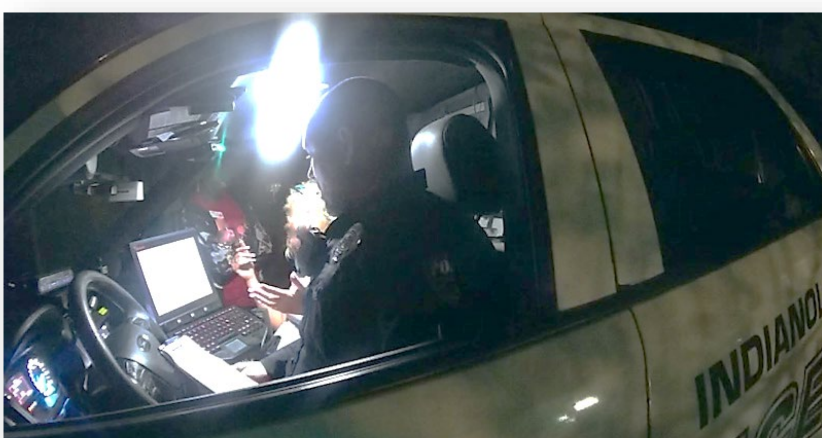
The patrol lieutenant works Monday through Friday and supervises the activity of the patrol division.

The three shifts have slightly different responsibilities. Dayshift has more traffic stops and accidents than nightshift. Mid-shift and nightshift handle more alcohol-related incidents. All three shifts respond to many different calls for service including: traffic accidents, Domestic disturbances, burglaries / burglar alarms, thefts, narcotic violations, criminal mischief etc.

Each officer's activity, either self-initiated or through being dispatched to a call, is a call for service. In 2021, the patrol division handled 12,628 calls for service. This number was up 5.6% from 2020. Some other statistics of interest: traffic enforcement was up 13.3% and accidents were up 19%.

Patrol officers are the first to arrive at the scene of a reported crime, accident, or medical emergency. Patrol officers quickly assess each situation, identify involved parties, secure evidence, gather information, assess patients, and render first aid, and make arrests as each situation dictates. Most situations necessitate a written report that each patrol officer is responsible for completing. Cases that need further follow-up are sent to the detective division.

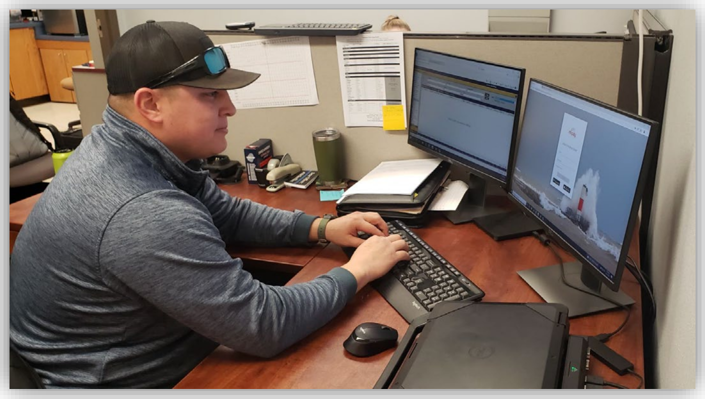




Detective Division

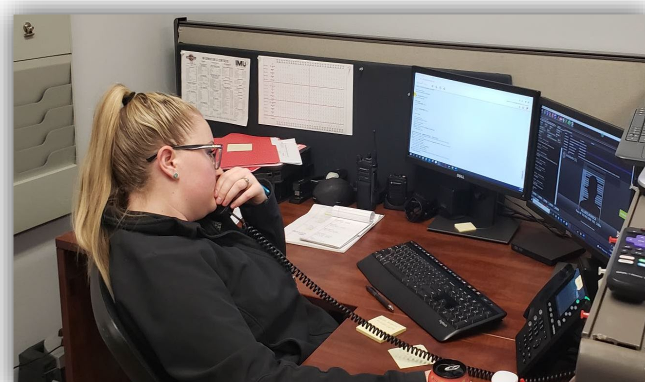
There are three officers assigned to the detective division, who are supervised by the captain. In 2022, there will be a fourth detective added. That position will be a Lieutenant, who will supervise the detective division. In 2021, cases detectives investigated were down from 128 in 2020 to 101 in 2021. This is pandemic driven, and we know that this trend will not remain.

The detectives are responsible for all the evidence under the control of the police department and the evidence room. Currently, the detectives are responsible for over 2,000 items in the evidence room.



Another major responsibility of the detective division is the forensic examinations of cell phones. In 2021 we had one detective certified to examine cell phones. We use a system called Cellebrite to conduct these examinations.

The main responsibility of the detective division is to follow up on cases generated by the patrol division. The workflow of cases generally starts at the patrol division then gets forwarded to the captain. Once approved by the captain, the case moves on to the detectives for investigation. The detectives investigate minor crimes such as thefts, criminal mischief, harassments as well as major crimes including, robberies, burglaries, sexual assaults, and death investigations.



School Resource Officer

One of our greatest partnerships is between the Indianola Police Department and the Indianola Community School District. Our School Resource Officer (SRO) Jay Hackett is about to complete his 3rd year in this role. SRO Hackett is in the high school, middle school, or one of the elementary schools every day. His presence at the schools has not only help build excellent relationships with staff, but he has built a trust with the students. SRO Hackett not only teaches different police-related topics in the classrooms, but he also attends many school events throughout the year.

The City of Indianola and the Schools have a 28E agreement that spells out the duties and responsibilities of the position, as well as the funding split between the two.

This past year, SRO Hackett attended the advanced SRO training and his education in this role will continue in 2022. Since SRO Hackett deals with juvenile mental health issues, a training emphasis will be on this topic in the upcoming year.

A concern at the beginning of this program was that it should not be used as a “pipeline” to the court system. In 2021, SRO Hackett completed 392 incident reports. Of the 392 incident reports, there were only 10 incidents of criminal charges. This is only 2.6% of the time. Most incident reports are handled informally with conversations with students, parents, and school staff. We look forward to continuing this highly successful program with the school district.

Training

During 2021, Indianola Police Officers and clerical staff received over **1,272** hours of training. This number of training hours is significantly higher than the **791** hours completed in 2020. We believe training makes better officers and keeps everyone more engaged in their jobs. All officers exceeded the 12-hour minimum annual requirement for training hours. Part of the training included both a spring and fall in-service training event. Most of the training for our in-service sessions is provided in-house by our state certified instructors including implicit bias, baton, OC, taser, defensive tactics, and firearms (including patrol rifle qualification). In addition, for the first time, the Indianola Police Department conducted monthly policy reviews. This allowed officers to do a complete policy review over the course of 12 months.

Some of the training topics Police Department employees completed include:

- Written Directives Policies ICAP
- Implicit Bias and De-Escalation
- ICAC Investigation of CyberTips
- Harassment Prevention for Employees
- CJIS Security awareness – TAC
- Tailgate Topics-Winter Driving
- ICAP Sexual Harassment and sexual misconduct
- Annual CPR recertification
- ICAP De-escalation + Implicit Bias training virtual
- DMPD Basic/Metro STAR-Building search/movement to threat
- Interview and Interrogation
- Cops and Cameras
- Iowa LEIN school /conference
- Online Social Networking and Criminal Investigation Course
- Warrantless Home Entries and Curtilage
- ICAP training: Foot/vehicle pursuit
- Searching cars and occupants online
- Defensive Tactics Recertification
- ASP Tactical Weapon Instructor Training
- Advanced Search and Seizure
- IPD in-service -CA Review-Mental Health training -Fair and Impartial Policing
- FBI NIBRS TRAINING -VIRTUALIPD in-service-Search Warrant Planning-DT/OC/ASP/TASER-Night Firearms Qualification
- Patrol Officer Response to Street Drugs
- Alco-Sensor FST Online training
- Counterintuitive victim behaviors and courtroom testimony Training
- De-Escalation and Verbal Judo thru ICAP
- Firearms Qualification Annual
- Firearms Instructor Recertification Training
- Firearms pistol training
- Firearms practical range day

- Patrol rifle qualification training
- Advanced Traffic Stops Training
- GTSB Conference
- ICAP training: Police Canines
- Advanced SRO Course - NASRO
- Disorder Control Trainer
- Trauma Informed Interviewing Training
- Field Training Officer Course
- Chemical Munitions Instructor
- Precision Driving Instructor Course
- Taser 7 Online training
- Drug ID and Recognition: The Opioid Crisis in America
- Iowa/NCIC Certification

STATISTICS

Type of Call	2019	2020	2021	% Diff
Calls for Service	13001	11937	12628	5.6%
Incident Reports	1797	1676	1806	7.5%
Traffic Enforcements	3993	4460	5094	13.3%
Controlled Substance Cases	179	169	154	-9.3%
Vehicle Accident Responses	426	328	397	19.%
Arrests	675	584	565	-3.3%
Assault	85	69	57	-19%
Burglary	91	81	94	14.9%
Burglary- Alarms	192	175	109	-46.5%
Sex Abuse	36	24	35	37.3%
Theft	309	298	300	.7%
Domestic Disturbance	186	192	169	-12.7%
Criminal Mischief	124	109	133	19.8%
Arson/Fire	0	2	5	85.7%
Robbery	2	0	0	0%
Fraud/Forgery	140	104	101	-2.9%
Trespass	152	147	150	2%
Traffic Enforcement				
Citations/Warnings	3238	2816	3411	19.1%
OWI	50	57	56	-1.8%
Parking Tickets	705	852	736	-14.6%
Motor Vehicle Accidents				
Property Damage	323	251	298	17.1%
Personal Injury	19	21	27	25%
Hit and Run	67	44	62	34%
Unknown Injury	6	2	1	-66.7%
Car vs. Deer	11	9	9	0%
Fatality	0	1	0	-100%
Detective Cases				
Detective Investigated	147	128	101	-23.6%
ICAC	16	24	15	-46.2%
SRO				
Calls for Service	396	378	392	3.6%

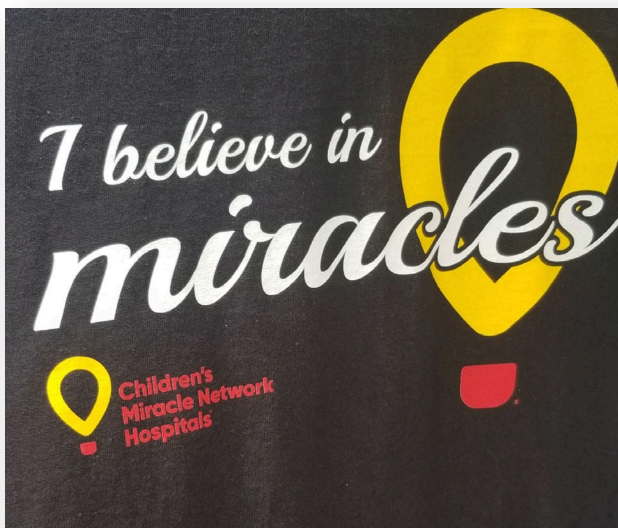
COMMUNITY

The Department continues to be actively involved in the community. The motto officers abide by is, "To Protect and Serve." Service is found in many forms and one of way Indianola police officers serve is by volunteering their time through our nonprofit Indianola Police Department Community Outreach Partner (IPD COP) initiative, as well as other programs throughout the year. In 2021, despite the pandemic, IPD was able to host or be a part of many events.

Some events the department staff participated in:

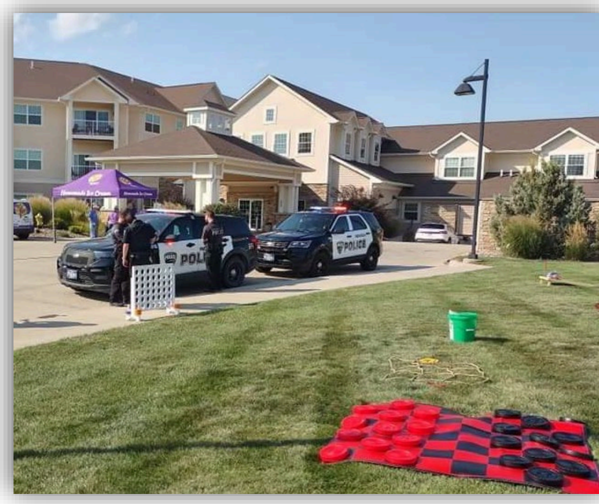
July 16th

Walmart hosted an event to raise money for the Children's Miracle Network. A "dunk tank" and a "pie in the face" games were set up to raise money. Several officers and firefighters volunteered to be dunked and have pie smashed in their faces for the good of the cause!

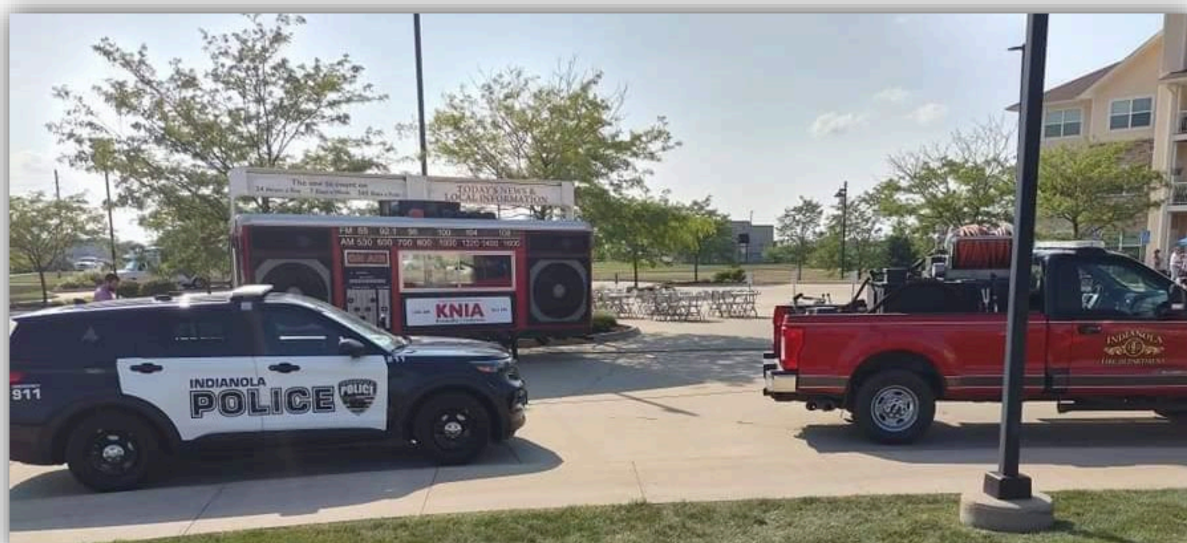


Aug 18th

Vintage Hills hosted their annual "Night Out," honoring first responders. The Indianola Lions Club, Over the Top ice cream and KNIA/KRLS were all part of this celebration.



VINTAGE HILLS of Indianola RETIREMENT COMMUNITY



September 11

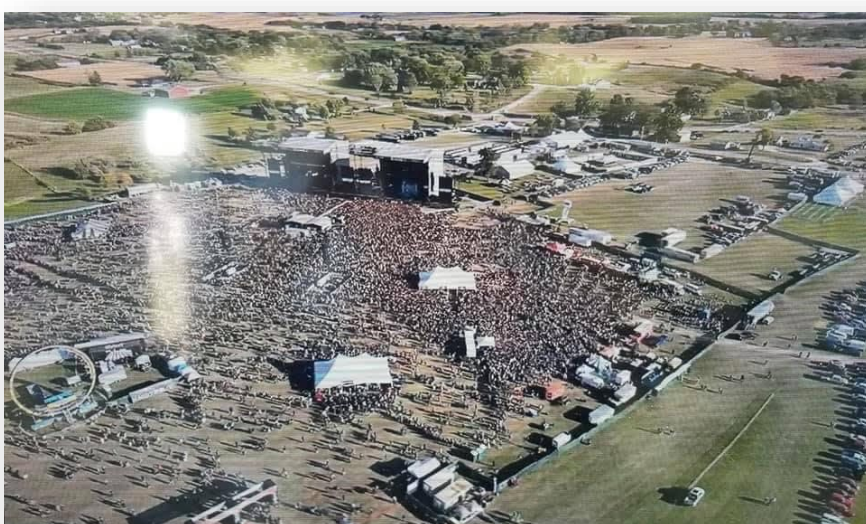
The YMCA hosted a first responder appreciation day.

September 23rd

One of our favorite events ever year is to lead the homecoming parade. This year, the east side of town was featured as the parade route.

September 25th

On September 25, 2021, the Indianola Balloon field hosted Knotfest. This was a multi-band concert that hosted more than 30,000 people. The Indianola Police Department was heavily involved in planning the law enforcement security for this event.



October

IPD had special pink patches made to recognize breast cancer awareness month. The patches were worn by officers and displayed on our vehicles. They were also sold to the public as a fundraiser for the Pink Tractor Foundation. IPD raised $1,400 to donate to the foundation to help support Warren County families going through a cancer battle.

October 8th

Fareway, the Warren County Cattlemen's Association, and Budweiser hosted a fundraiser for public safety. $5,000 dollars was raised for the Police and Fire Departments.

October 30th

The Indianola Library hosted the annual "Trunk or Treat," event. Even though the police department did not win the best decorated vehicle this year, we had a great time handing out candy to hundreds of kids!

November

Our version of "No-shave November," is called "Hair-to-Help." Male city employees are allowed to forgo shaving their faces for the month and female city employees are allowed to put a blue or red streak in their hair to support the police or fire department. All the proceeds from this fundraiser were donated to the Indianola Community Youth Foundation (ICYF) to help with their goal of supporting the youth of Indianola.

November 24th

The police department, along with our partner Hy-Vee, delivered 10 Thanksgiving meals to Indianola citizens in need.

December 22nd

The Indianola Police Department, again with Hy-Vee, delivered 12 Christmas meals to families that needed them.

December 23rd

Our annual “Elves in Blue” was held. Wal-Mart again hosted us and gave the police department a grant to take 12 kids shopping. The kids were allowed a certain dollar amount to shop for their family members and themselves. Weinman Insurance was also a partner in this great event.

Many other businesses and individuals donated to our nonprofit to make these events happen. A huge thank you to everyone that gave back this year, including the police department's officers, clerical staff and their significant others that donated hundreds of hours to give back to the community that gives to us every day.

EMPLOYMENT HIGHLIGHTS

Chief Dave Button retired

Officer Isaiah Strong hired

Officer John Schumacher hired

Officer Drew Stever hired

Officer Jonathon Scott hired

Officer Treyton Nixon hired

Clerical staff Katelyn Byrd hired

Officer Dalton Ebertowski resigned (Pottawattamie Co. Sheriff)

Clerical staff Mary McCune resigned (Des Moines Police Dept. Dispatch)

5.N.

MEMORANDUM

To: Mayor and City Council

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

Date: March 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:

Chris McIntyre, part-time EMS Paramedic, $20.499/hour, effective February 21, 2022; and

Deb Alexander, Office Assistant Human Resources, $14.832/hour, effective March 7, 2022.

Passed and approved this 7th day of March 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: March 7, 2022

Subject: Second consideration of an ordinance amending the city code of the City of Indianola, Iowa to add the Downtown Square Commission.

Introduction:

Background: As the first phase of the Downtown Reconstruction Project is substantially complete, and as the project nears its next phase, a Council appointed commission to provide recommendations on applications and activities in the Downtown Square is proposed. The idea of a new commission originated as property and business owners within Downtown Sqaure have inquired as to what new regulations would be in place once the Downtown Reconstruction Project is completed. Additionally, as the Council is aware, staff has proposed funding a downtown facade grant program as part of the FY23 budget. Such a commission would help the Council and staff create new rules and guidelines for the Downtown Square including, but not limited to, sidewalk use permits, street use permits, street closure permits, and a facade grant program. Additionally, if the Council were to decide to allocate monies for the Downtown Square, this Commission could provide recommendations on how those monies are used.

Staff presented this concept to the business and property owners within the Downtown Square at a meeting hosted by the Chamber on February 2, and the feedback received was overall positive, with many interested in serving on this Commission. As proposed, the Commission would consist of nine (9) members who would be appointed by the City Council. The terms would be three (3) years, with three (3) terms expiring each year. While City residency is not proposed to be required, the Commission members would be required to be residents, property owners and/or business owners within the Downtown Square. The Downtown Square is considered to be those properties and businesses located within the Original Town Plat of Indianola, which is located on lands north of 2nd Avenue, east of C Street, south of Clinton Avenue, and west of Jefferson Way.

Discussion:

Budget Impact:

Recommendation: Staff recommends approval of the Downtown Square Commission.

Attachments: 1. 22.02.03 FINAL CHAPTER 30_DSC

ORDINANCE NO. ________

AN ORDINANCE AMENDING THE CITY CODE OF THE CITY OF INDIANOLA, IOWA BY ADDING CHAPTER 30 CREATING THE DOWNTOWN SQUARE COMMISSION

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

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

CHAPTER 30
DOWNTOWN SQUARE COMMISSION

30.01 DOWNTOWN SQUARE COMMISSION.

The Downtown Square Commission, hereinafter referred to as the Commission, consists of nine members appointed by the Council. While City residency is not required, the Commission members shall be residents, property owners and/or business owners within the Downtown Square, as defined in Section 30.05, and shall not hold any elective office in the City government.

30.02 TERM OF OFFICE.

The term of office of the members of the Commission shall commence on July 1 and shall be three years. Provided, however, that the initial Commission members shall be appointed with three members appointed to three-year terms, three members appointed to two-year terms and three members appointed to a one-year term so the terms of three members will expire each year.

30.03 VACANCIES.

If any vacancy exists on the Commission, caused by resignation or otherwise, a successor for the residue of the term shall be appointed in the same manner as the original appointee.

30.04 COMPENSATION.

All members of the Commission shall serve without compensation, except their actual expenses shall be reimbursed upon approval of the Council.

30.05 DOWNTOWN SQUARE.

The Downtown Square shall be considered those properties and businesses located within the Original Town Plat of Indianola, which is located on lands north of 2nd Avenue, east of C Street, south of Clinton Avenue, and west of Jefferson Way.

30.06 POWERS AND DUTIES.
The Commission shall have and exercise the following powers and duties:

1. Selection of Officers. The Commission shall choose annually at its first regular meeting one of its members to act as Chairperson and another as Vice Chairperson, who shall perform all the duties of the Chairperson during the Chairperson's absence or disability.

2. Adopt Rules and Regulations. The Commission shall adopt such rules and regulations governing its organization and procedure as it may deem necessary.

3. Recommendations. The Commission, upon its review and study, may make recommendations to the City Council regarding items in the Downtown Square, as defined in Section 30.05.

4. Applications. The Council may refer any application for an event, street closure, etc. within the Downtown Square, as defined in Section 30.05, to the Commission for its review and recommendation.

5. Referrals. The City Council may refer any matter of business within the Downtown Square, as defined in Section 30.05, to the Commission for its review and recommendation.

6. Fiscal Responsibilities. The Commission, upon its review and study, may make recommendations to the City Council on monies the City Council have earmarked for the Downtown Square, as defined in Section 30.05.

7. Limitation on Entering Contracts. The Commission shall have no power to contract debts.

8. Annual Report. The Commission shall each year make a report to the Mayor and Council of its proceedings, with a full statement of its receipts and disbursements and the progress of its work during the preceding fiscal year.

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: Akhilesh Pal, Public Works Director

Date: March 7, 2022

Subject: Resolution approving Brush Facility services for 2022.

Introduction: Staff is recommending the following Brush Facility services during the 2022 season.

Background:

Discussion: During this calendar year, the Brush Facility operations will reopen on Saturday, April 2, 2022 and will close for the season on Sunday, November 20, 2022. The normal hours of operation for the Brush Facility are Thursdays: Noon - 7:00 p.m. or dusk; Saturdays: 9:00 a.m. - 4:00 p.m.; and Sundays: Noon - 4:00 p.m. The Brush Facility will be closed on all holidays, which includes Sunday-April 17th (Easter), Sunday, May 29th (Memorial Day), Sunday, July 3rd (Independence Day), and Sunday, September 4th (Labor Day). It will close for the season after November 20, 2022.

Depending on the weather, the Brush Facility has remained open past the scheduled closing date. Staff is requesting Council to incorporate extended dates to the schedule to continue providing the Brush Facility services if needed. The extended dates would be on December 1, 3, and 4, 2022. The Brush Facility is closed during the week of Thanksgiving holiday on November 24, 2022.

The following fee schedule revisions are recommended for the services at the Brush Facility.

Fee Description	Cost	Description
Bag/Bundle of Leaves/Grass	$2.00	Each
Bag/Bundle of Trees/Shrubs	$5.00	Each
Pickup Load	$20.00	Each
Trailer Load, Up to 12'	$25.00	Each
Trailer Load, longer than 12'	$75.00	Each
Small Truck	$30.00	Each
Large Truck	~~$50.00~~ $75.00	Each

~~Anything that is 1/2" or more in diameter. Items may be in loose or paper bags only.~~

Any grass, leaves or brush must be loose or in paper bags (no plastic).

Monitors and Televisions	$25.00	Each

The fee for monitors and televisions will be payable directly to the contractor handling the electronic recycling.

Mulch Load Service Fee	$10.00	Per vehicle per trip

The mulch loading service is available during the second Saturday of each month.

Free Yard Waste Disposal:
The spring and fall leaf and organic yard waste disposal program will be available FREE of charge. The free spring program is from Saturday, April 2, 2022, to Sunday April 17, 2022, and the free fall program is from Saturday, October 29, 2022, to Sunday, November 20, 2022. The Brush Facility will be closed on all holidays, which includes Sunday, April 17th (Easter), Sunday, May 29th (Memorial Day), Sunday, July 3rd (Independence Day), and Sunday, September 4th (Labor Day).

- Fees still apply for brush that is 1/2 inch or more in diameter.
- Charging of leaves and organic yard waste disposal will begin Thursday, April 21, 2022.

Electronics Recycling and Scrap Appliance Drop-off:
Indianola residents can dispose of scrap appliances and recycle electronics and appliances for free during the Fall Cleanup event by bringing them to the Indianola Brush facility, located at 1800 West Iowa Avenue, on Saturday, October 15, 2022, from 9:00 a.m. to 1:00 p.m. This program is also available for a cost of $15 per appliance during the Spring Cleanup event on Saturday, April 23, 2022, from 9:00 a.m. until 1:00 p.m.

The following items will be accepted:

Air Conditioners**	Dishwashers**	Ice Machines**	Rooftop AC Units**
Batteries (all kinds)	Dryers**	Metal - Most anything	Saws
Blenders/Mixers/Toasters	DVD Players	Metal Shelving	Speakers
Calculators	Exercise Equipment	Microwaves**	Stereo Systems
Cameras, Camcorders	Fans	Motors (no gas)	Vacuums
Cell Phones	Fax Machines**	Mowers (no gas)	VCR's & Video Games
Chillers**	Freezers**	Ovens and Stoves**	Vent hoods**
Computer Towers, Servers	Furnaces**	Phones	Washers**
Condenser Units**	Garage Doors & Openers	Pots, Pans, Electric Skillets	Water Heaters & Coolers (Refrigerated)**
Copiers**	General Scrap Metal	Printers – Commercial** *(No home printers)*	Water Softeners (no salt)
Dehumidifiers**	Grills and Smokers**	Refrigerator & Refrigeration Units**	Wires

The following items will **NOT** be accepted:

Anything with food in it	Garbage	Light Bulbs	Plastics

Chemicals	Humidifiers	Paint	Wood

Notes:

- Appliances will only be accepted during the spring and fall cleanup events. There will be no fee to dispose of appliances during the fall cleanup event, but a fee of $15 per appliance** will be charged during the spring cleanup event.
- Televisions and Computer Monitors will be accepted, at $25 per item, for the entire calendar year during the regular Brush Facility operating hours and during the spring/fall cleanup events.
- Payment must be made on-site, cash or check only. Checks must be made payable to K3 Recycling. K3 Recycling is partnering with the City of Indianola for this electronics recycling and scrap appliance drop-off event.

2022 City Wide Cleanup Program

The spring cleanup event will be held on recycling dates between April 25 - April 29, 2022. Items must be placed on the curb by 6:00 a.m., depending upon which date is designated for recycling collection day. The fall cleanup event is on Saturday, October 15, 2022, which will be held at the Brush Facility, located at 1800 West Iowa Avenue.

The Citywide Cleanup event allows Indianola residents to dispose of large household items at no additional charge. All smaller items must be placed in bags or boxes. The total amount of debris must fit into the size of a flatbed truck, roughly 8 ft x 5.5 ft x 3 ft. Extra debris will not be collected.

Items not accepted in the collection include appliances, yard waste, tires, electronic waste, hazardous waste, railroad ties, construction materials, drywall, broken glass, and concrete. Items from large construction projects will not be accepted. Appliances are not accepted. Items that are bulky and difficult to handle (such as swing sets) must be cut up or dismantled into pieces no longer than 4 feet.

Household Hazardous Waste

Indianola residents can dispose of household hazardous waste during the Spring Cleanup event by bringing them to the Indianola Brush facility, located at 1800 West Iowa Avenue, on Saturday, April 18, 2022, from 9:00 AM to 1:00 PM. This program is also available for the Fall Cleanup event on Saturday, October 15, 2022, from 9:00 a.m. until 1:00 p.m. The following list of items are accepted with this program:

Aerosol Cans	Corrosive Products
Antifreeze	Fertilizers & Weed Killers (Herbicides, Insecticides, Pesticides) *
Batteries (Ni-Cad, Lithium, Mercury)	
CFL: Compact Florescent Light Bulbs (place in a sealed plastic bag)	Flammable Liquids (Gasoline, Kerosene, Paint Thinner, & Remover)
CFL: Fluorescent Tubes (4-8 foot)	Oxidizers (Pool Chemicals & Stump Remover)
Paint Related Materials	Sharps**

Notes:

- *Bag large items of fertilizers and weed killers in a supplied plastic bag and close with an included tie.*

- *Sharps must be placed in laundry detergent bottle or sharps container, then tape lid shut with heavy tape.*

Residents may also visit the Metro Hazardous Waste Facility located at 1105 Prairie Drive SW in Bondurant during normal business hours. They are open Tuesday through Friday from 1 to 5 p.m. and on the 1st and 3rd Saturday of the month from 8 a.m. to noon. Please call 515-967-5512 for more information on what is accepted.

Budget Impact:

Recommendation: Roll call is in order.

Attachments: 1. 03072022 RES Brush Facility 2022

City of Indianola

RESOLUTION NO._______________________

RESOLUTION APPROVING BRUSH FACILITY SERVICES FOR 2022

WHEREAS, the Brush Facility is an important service the City of Indianola offers to residents; and

WHEREAS, the Brush Facility is open from April through mid-November yearly; and

WHEREAS, some dates are designated as free yard waste disposal days; and WHEREAS, extended dates may be needed depending on the season; and

WHEREAS, the City of Indianola charges Brush Facility fees to residents for leaves, grass, trees, shrubs, and e-cycling disposed of in its facility; and

NOW, THEREFORE, BE IT RESOLVED, by the City Council of Indianola, Iowa that the Brush Facility Services as listed as follows:

(1) Hereby approves the 2022 Brush Facility season to run from Saturday, April 2, 2022 to Sunday, November 20, 2022 with extended dates, if needed, to be December 1, 3, and 4, 2022; and

(2) the dates for free yard waste disposal days are hereby approved, and

(3) authorizes City staff to change prices at the Brush Facility as outlined below:

Fee Description	Cost	Description
Bag/Bundle of Leaves/Grass……………..	$2.00	Each
Bag/Bundle of Trees/Shrubs……………..	$5.00	Each
Pickup Load……………………………………	$20.00	Each
Trailer Load, up to 12’……………………	$25.00	Each
Trailer Load, longer than 12’…………….	$75.00	Each
Small Truck……………………………………	$30.00	Each
Large Truck……………………………………	$75.00	Each

(Any grass, leaves, or brush must either be loose or in paper bags. No plastic bags will be allowed)

Mulch Load Service Fee…………………….	$10.00	per vehicle per trip

(The mulch loading service is available during the second Saturday of each month)

Monitors and Televisions…………………..	$25.00	Each
Appliances………………………………………	$15.00	Each

(The fee for monitors, television, and appliances will be payable directly to the contractor handling the electronic and appliance recycling. Appliances will only be accepted during the Spring Cleanup event, on Saturday April 23, 2022 from 9:00 AM to 1:00 PM, and during the Fall Cleanup event, on Saturday, October 15, 2022 from 9:00 AM to 1:00 PM. There will be no fee for collecting appliances during the Fall Cleanup event, but the fee of $15 per appliance will be applied during the Spring Cleanup event.)

APPROVED this 7th day of March 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: March 7, 2022

Subject: Resolution approving a Professional Services Agreement with Kappelman Appliance for appliance removal at the Brush Facility during the Spring Cleanup Event.

Introduction: Public Works Department staff has coordinated with K-3 Recycling, LLC to continue providing the drop-off services for appliances and electronics.

Background:

Discussion: To provide these services for the City of Indianola, K-3 Recycling will be charging $15 for each major scrap appliance and $25 for each television or computer monitor. As a part of the proposed services, the following applies:

1. Appliances will be accepted during the Spring Cleanup Event, on April 23, 2022 from 9:00 AM to 1:00 PM, for a fee of $15 per appliance. Please note that there will be no fee for disposing of appliances during the Fall Cleanup event, on October 15, 2022 from 9:00 AM to 1:00 PM, because the City currently has a contract with Waste Management to allow for the disposal of appliances.
2. Televisions and computer monitors will be accepted, at $25 per item, for the entire calendar year during regular Brush Facility operating hours and during the spring and fall cleanup events.
3. Residents will be required to make the payment on-site, by cash or check only. Checks will be made payable to K3 Recycling. K3 Recycling is partnering with the City of Indianola for this electronics recycling and scrap appliance drop-off event.

Budget Impact: No financial impact is applied to the City from this contract because the residents will be required to directly make the payments to K3 Recycling.

Recommendation: City staff is recommending City Council to approve the contract with K-3 Recycling to allow this program for disposing and recycling appliances and electronics.

Attachments:
1. 03072022 CONTRACT K3 Recycling for Appliance Electronics dropoff
2. RES 2022 K3 Recycling for Appliance Electronics dropoff

Exhibit A

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered this 16 day of February, by and between the **CITY OF INDIANOLA,** a municipal corporation of the State of Iowa, hereinafter referred to as "CITY," and Justin Kappelman of K3 Recycling, LLC hereinafter referred to as "SERVICE PROVIDER" for the City Spring Cleanup. (2022)

WHEREAS, the CITY is in need of a Disposal 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 insuring 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:__________________________________
Mayor

Attest:__________________________________
Andrew J. Lent, City Clerk/CFO

"SERVICE PROVIDER":

By: [signature] 16 Feb 2022
Name: Justin Koppelman / K3 Recycling LLC
Title: Co-owner / partner

ATTACHMENT C

STANDARD INSURANCE REQUIREMENTS

1. GENERAL

The SERVICE PROVIDER shall protect itself and the CITY OF INDIANOLA throughout the duration of the Agreement by purchasing and maintaining insurance, as indicated below. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having no less than an A. M. Best Rating of "B+." All policies shall be written on a per occurrence basis, not a claims-made basis. SERVICE PROVIDER shall submit Certificates of Insurance or other evidence of coverage, as provided in paragraph 2.F below, confirming coverage prior to the Agreement execution or commencement of work and/or services included in this Agreement.

2. INSURANCE REQUIREMENTS

~~A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE:~~ The SERVICE ~~PROVIDER shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include $500,000 each accident for Bodily Injury by Accident, $500,000 each accident for Bodily Injury by Disease, and $500,000 policy limit for Bodily Injury by Disease.~~

JK
20220216

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than $1,000,000 per occurrence and aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable.

Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard form Commercial General Liability Policy (ISO CG 0001, Ed 07/98 with standard exclusions "a" through "o" or any subsequent ISO equivalent or a non-ISO equivalent form).

C. AUTOMOBILE LIABILITY INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than $1,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

~~D. UMBRELLA/EXCESS INSURANCE: The SERVICE PROVIDER shall procure and maintain during the life of this Agreement, Umbrella/Excess Insurance with limits of liability of not less than $3,000,000 per occurance. The Umbrella/Excess Insurance shall also be written on a per occurrence basis.~~ JK 20220216

~~E. SUBCONTRACTORS: The SERVICE PROVIDER shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this Agreement meet the same insurance requirements as are required of the Party. The option of self-insurance is not extended to subcontractors.~~ JK 20200216

F. PROOF OF INSURANCE: The SERVICE PROVIDER shall provide to the CITY OF INDIANOLA proof that all required insurance or coverage is in force by submitting to the CITY OF INDIANOLA a Certificate(s) of Insurance utilizing the latest version of the ACORD form. The form(s) of proof of insurance or coverage shall specify the title of the Agreement.

3. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, SERVICE PROVIDER hereby releases the CITY OF INDIANOLA including its elected and appointed officials, agents, employees and volunteers and others working on their behalf from and against any and all liability or responsibility to the SERVICE PROVIDER or anyone claiming through or under the SERVICE PROVIDER by way of subrogation or otherwise, for any loss for which the SERVICE PROVIDER has agreed to defend, indemnify and hold harmless the CITY OF INDIANOLA as provided in the Agreement to which this Attachment A is included and made part thereof. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Agreement. The SERVICE PROVIDER policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the SERVICE PROVIDER to recover thereunder.

City of Indianola

RESOLUTION NO.__________________

RESOLUTION APPROVING AN AGREEMENT WITH K-3 RECYCLING, LLC. FOR 2022 APPLIANCE AND ELECTRONICS DROP-OFF SERVICES

WHEREAS, the City Council has determined it appropriate to provide for the drop-off services for appliances and electronics at the Indianola Brush Facility, located at 1800 West Iowa Avenue (will be referred as the "Project"); and

WHEREAS, the scope of work for this project agreement is listed below:

1. Appliances will be accepted during the Spring Cleanup event, on April 23, 2022 from 9:00AM to 1:00PM, for a fee of $15 per appliance
2. Televisions and Computer Monitors will be accepted, at $25 per item, for the entire calendar year during regular brush facility operating hours and during the spring and fall cleanup events
3. Residents will be required to make the payment on site, by cash or check only, to dispose appliances, televisions, or monitors. Residents will be required to make the checks payable to K3 Recycling;

and,

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

WHEREAS, a professional services agreement has been prepared to complete this project by K-3 Recycling, LLC.; and

WHEREAS, the Council finds that the proposed agreement with K-3 Recycling, LLC. should be approved, and the Mayor authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the agreement between the City of Indianola and K-3 Recycling, LLC. is hereby approved for this project and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 7th day of March 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Doug Bylund, Recreation Director

Date: March 7, 2022

Subject: Resolution setting wage ranges for Parks, Recreation, and Aquatic Center Seasonal Staff.

Introduction: Resolution approving wage ranges for Parks, Recreation and Aquatic Center Seasonal Staff, effective March 13, 2022.

Background: The Parks and Recreation Department utilizes seasonal staff to maintain facilities and offer programs throughout the year. There are 8 positions in the Parks Department that work from April through November, 20-35 Recreation positions at all times of the year, the majority of which work from March through November, and 30-45 Aquatic Center positions that work from May through early September.

Discussion: As competing organizations' part-time wages have increased, it is becoming more difficult to recruit staff to fill our seasonal positions that are vital to providing services and maintaining the facilities that improve the quality of life for our community. The Parks and Recreation wages were last adjusted in 2013 and the Aquatic Center wages were adjusted in 2016.

Budget Impact: The proposed wage scales will increase the wages for seasonal staff by approximately $14,356 in the current FY22. The total seasonal wages are estimated each budget year with the assumption that the maximum number of available hours will be filled. In reality, a portion of the planned hours do not occur due to weather, program cancellations, and unfilled positions. Even with the proposed wage increases, the net effect on the accepted FY22 budget will be $27,283 less due to unfilled work hours. The proposed wages were used to determine the upcoming FY23 operational budget, and including adjustments to total work hours, the seasonal wages will increase by $43,575 compared with FY22. The attached spreadsheet details the proposed changes.

Recommendation: Staff recommendation is to approve the proposed 2022 Seasonal Staff Wages effective March 13, 2022. The Parks and Recreation Commission recommends the proposed Parks and Recreation wages and the Veteran's Memorial Building Commission recommends the proposed Aquatic Center wages.

Attachments:
1. 2022 Seasonal Wage Scale 3-2-22
2. Resolution For PR and Pool Seasonal Wages

Indianola Parks and Recreation

Proposed 2022 Seasonal Staff Wage Scales

Parks	Current Starting Wage	Starting Range effective 3/13/2022	Year 2+
Parks Maintenance Worker	$10.00-$11.00	$12.00-$13.00	.50/yr
Parks Maintenance Worker - Mower	$10.00-$11.00	$12.00-$13.00	.50/yr
Parks Maintenance Worker - Flowers Buxton Park	$9.00-$10.75	$11.00-$12.75	.50/yr
Parks Maintenance Worker - Flowers Downtown	$9.00-$10.75	$11.00-$12.75	.50/yr
Parks Maintenance Worker - Horticulture Assistant	$12.00-$13.00	$14.00-$16.00	.50/yr
Parks Maintenance Worker - Tree Care	$9.00-$10.00	$11.00-$12.75	.50/yr

Recreation	Current Starting Wage	Starting Range effective 3/13/2022	Year 2+
Sports & Concessions Supervisor	$11.50	$13.50	.50/yr
Program Instructors	$12.00	$14.00	.50/yr
Facility/Site Supervisors	$8.00-$10.00	$10.00-$12.00	.50/yr
Field Maintenance Worker	$8.00-$10.00	$10.00-$12.00	.50/yr
Sports Complex Concessions Worker	$8.00-$9.00	$9.25-$10.25	.25/yr

Aquatic Center	Current Starting Wage	Starting Wage effective 3/13/2022	Year 2+
Pool Manager	$11.00	$13.00	.50/yr
Pool Manager - LGI Certified	$11.50	$13.50	.50/yr
Lifeguard 1 - LG Certified	$8.00	$10.00	.50/yr
Lifeguard 2 - WSI Certified	$8.75	$10.75	.50/yr
Lifeguard 3 - LGI Certified	$9.50	$11.50	.50/yr
Operations Staff	$7.25	$9.25	.25/yr
Support Staff	$7.25	$9.25	.25/yr

Projected Budget Impact (estimated total work hours)	March-June 2022	FY 22-23
Parks	$2,670	$9,536
Recreation	$4,310	$8,619
Aquatic Center	$7,376	$21,075
Total	$14,356	$39,230

Total Seasonal Staff Wages	Budgeted FY22	Actual FY22 (through Feb 2022)	Re-estimated FY22	Proposed FY23
Parks	$57,600	$20,670	$33,300	$63,804
Recreation	$48,893	$24,410	$43,200	$56,563
Aquatic Center	$75,890	$57,424	$78,600	$105,591
Total	$182,383	$102,504	$155,100	$225,958

City of Indianola
RESOLUTION NO. 2022-_____

RESOLUION APPROVING PARKS, RECREATION AND AQUATIC CENTER WAGE SCALES

This action sets seasonal wages for employees in the Parks and Recreation Department and the Veterans Memorial Aquatic Center.

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

	Starting Wage Range Effective March 13, 2022	*Each Additional Year*
Parks Maintenance Worker	$12.00-$13.00/hour	+ .50/year
Parks Maintenance Worker – Mower	$12.00-$13.00/hour	+ .50/year
Parks Maintenance Worker – Flowers Buxton Park	$11.00-$12.75/hour	+ .50/year
Parks Maintenance Worker – Flowers Downtown	$11.00-$12.75/hour	+ .50/year
Parks Maintenance Worker – Horticulture Assistant	$14.00-$16.00/hour	+ .50/year
Parks Maintenance Worker – Tree Care	$11.00-$12.75/hour	+ .50/year
Sports & Concessions Supervisor	$13.50/hour	+ .50/year
Program Instructors	$14.00/hour	+ .50/year
Facility/Site Supervisors	$10.00-$12.00/hour	+ .50/year
Field Maintenance Workers	$10.00-$12.00/hour	+ .50/year
Sports Complex Concessions Workers	$9.25-$10.25/hour	+ .25/year
Pool Manager	$13.00/hour	+ .50/year
Pool Manager – LGI Certified	$13.50/hour	+ .50/year
Lifeguard 1 – LG Certified	$10.00/hour	+ .50/year
Lifeguard 2 – WSI Certified	$10.75/hour	+ .50/year
Lifeguard 3 – LGI Certified	$11.50/hour	+ .50/year
Operations Staff	$9.25/hour	+ .25/year
Support Staff	$9.25/hour	+ .25/year

Passed and adopted this 7th day of March 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Courtney Silliman, HR Director

Date: March 7, 2022

Subject: Resolution approving the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and the Police Unit.

Introduction: As you are aware, negotiations have taken place for the police officer collective bargaining unit. Below is a summary of the main items contained within the tentative agreement.

Background: The parties agree to a three-year contract effective July 1, 2022:

1. Article 4 – Hours of Work and OT – Adding sentence stating, “For those seven-day periods which include the recognized holiday, as opposed to the observed, employees on call will receive one (1) additional hour of straight time pay.”

2. Article 7 – Sick leave payout – A one-time payout of 50% of accrued sick leave after retiring from employment after reaching 22 years of service and 55 years old.

3. Article 7 – Payout upon employee death – A payout of accrued but unused vacation, compensatory time, and personal leave time to a designated beneficiary upon an employee’s death.

4. Article 11 – Insurance – No change to employee contribution and the Police Department will appoint a Union steward to attend any engagement meetings concerning insurance.

5. Article 17 – Wages – A 6.0% across the board wage increase for the first year of the contract, a 5.0% across the board wage increase for the second year of the contract, and 5.0% across the board wage increase for the third year of the contract.

6. Article 18 – Uniform – Increasing the uniform allowance to $800.

7. Article 21 – Duration of Agreement – A three-year agreement from July 1, 2022, through June 30, 2025.

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

Attachments:
1. Contract Agreement
2. Resolution for TA Police Unit Contract_2022

Teamsters/Indianola Agreement

The parties agree to a three-year contract effective July 1, 2022:

1. Article 4 – Hours of Work and OT – Adding sentence stating, "For those seven-day periods which include the recognized holiday, as opposed to the observed, employees on call will receive one (1) additional hour of straight time pay."

2. Article 7 – Sick leave payout – A one-time payout of 50% of accrued sick leave after retiring from employment after reaching 22 years of service and 55 years old.

3. Article 7 – Payout upon employee death – A payout of accrued but unused vacation, compensatory time, and personal leave time to a designated beneficiary upon an employee's death.

4. Article 11 – Insurance – No change to employee contribution and the Police Department will appoint a Union steward to attend any engagement meetings concerning insurance.

5. Article 17 – Wages – A 6.0% across the board wage increase for the first year of the contract, a 5.0% across the board wage increase for the second year of the contract, and 5.0% across the board wage increase for the third year of the contract.

6. Article 18 – Uniform – Increasing the uniform allowance to $800.

7. Article 21 – Duration of Agreement – A three-year agreement from July 1, 2022, through June 30, 2025.

____/s/ Rich Hoffman.   2/18/22____ ____________________________________

For the Union Date For the City Date

110 North 1st Street, Indianola, IA 50125
(515) 961-9410

RESOLUTION NO. 2022-

RESOLUTION APPROVING THE TENTATIVE LABOR AGREEMENT BETWEEN THE CITY OF INDIANOLA AND THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL UNION 238 AND POLICE UNIT

WHEREAS, the City Council of the City of Indianola has considered the tentative labor agreement between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and the Police Unit; and

WHEREAS, said attached agreement is in compliance with the provisions authorized by the City Council of the City of Indianola; and

WHEREAS, the membership of the International Brotherhood of Teamsters, Local Union 238 and the Police Unit have concurred with the proposal; and

WHEREAS, the tentative agreement has been approved by said memberships;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that this agreement is hereby approved.

BE IT FURTHER RESOLVED that the Mayor or City Manager are hereby authorized and directed to execute the agreement.

PASSED this 7th day of March 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From:

Date: March 7, 2022

Subject: Interim City Manager's Report – Charlie Dissell

Introduction:

Background:

Discussion:

Budget Impact:

Recommendation:

Attachments: None

MEMORANDUM

To: Mayor and City Council

From:

Date: March 7, 2022

Subject: Discussion and direction on being a fiscal sponsor for Indianola Noon Lions.

Introduction:

Background:

Discussion:

Budget Impact:

Recommendation:

Attachments: None