CITY OF INDIANOLA COUNCIL MEETING
May 2, 2022
6:00 PM
City Council Chambers
110 N 1st St., Indianola
Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Oath of Office**
   - A. Officer John Schumacher
   - B. Officer Isaiah Strong
5. **Public Comment**
6. **Consent Agenda:**
   - A. Approval of Agenda
   - B. Approval of Claims
   - C. Approval of Minutes of the prior council meeting
   - D. Approval of Applications
     1. Approval of a renewal liquor license for Wal-Mart Supercenter.
     2. Approval of a renewal liquor license for Dollar General Store, located at 201 N Jefferson Way.
     3. Approval of a new liquor license for Deer Run Group.
     4. Approval of Payment Application Number 13 to Langman Construction in the amount of $150,648.32 for the Water Resource Recovery Facility Influent Trunk Sewer and Outfall Sewer project.
   - E. Friday Night Live Concert Series
     1. Approval of a request from the Indianola Chamber of Commerce to hold the Friday Night Live Summer Concert Series a Memorial Park on June 10, June 24, and July 8 from 6 PM to 9:30 PM.
     2. Approval of a noise permit application from the Indianola Chamber of Commerce for the Friday Night Live Concert Series at Memorial Park on June 10, June 24 and July 8.

3. Resolution suspending enforcement of Indianola Code 47.01(11) regarding the sale of beer and wine coolers in city parks for the Friday Night Live Summer Concert Series as requested by the Indianola Chamber of Commerce.
4. Approval of a Class B liquor license with outdoor sales privileges for the Indianola Chamber of Commerce at Memorial Park.

F. Resolution approving health insurance benefits for the employees of the City of Indianola.

G. Resolution authorizing a contract for a classification and compensation study.

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

I. Resolution approving an amendment to Resolution 2021-047 authorizing the purchase of a new single axle dump truck for the Public Works Department.

J. Resolution approving an agreement with Des Moines Metro Planning Organization for preparing a sidewalk and trails inventory and condition report.

K. Resolution approving salaries.

7. Council Reports

A. Review Sustainability Committee’s comments on the Municipal Energy Agency of Nebraska’s 2022 Integrated Resource Plan.

B. Municipal Leadership Academy Update - Councilmember Hulen

8. Mayor's Report

A. Community Update

9. Public Consideration

A. Old Business

1. 506 West 2nd Avenue
    a. Public Hearing regarding a development agreement and the sale of real property located at 506 West 2nd Avenue.
    b. Resolution approving a development agreement and the sale of real property located at 506 West 2nd Avenue.
    c. Resolution authorizing payment to Select Settlement Services in an amount not to exceed $3,000 for closing costs related to the sale of real property located at 506 West 2nd Avenue.
2. Tobacco Sales Permit Violations
    a. Public Hearing for Jiffy #921 regarding the mandatory $300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any

tobacco, tobacco products, or cigarettes to any person under twenty-one years of age.

b. Consideration of the violation of Iowa Code Section 453A.2(1), selling, giving or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age and assessing a civil penalty in the amount of $300 against Jiffy #921, 311 North Jefferson, the retail permit holder.

3. Fiscal Year 22 Budget Amendment

a. Public Hearing on the third budget amendment to FY22 budget.

b. Resolution approving the third amendment to the Fiscal Year 22 budget.

4. Building Project

a. Presentation by Michael Maloney, D.A. Davidson, regarding the public safety and library/city hall buildings.

b. Resolution calling a county special city election on the proposed issuance of not to exceed $27,700,000 general obligation bonds or capital loan notes (City Facility) (For a general corporate purpose).

c. Resolution calling a county special city election on the proposed issuance of not to exceed $34,500,000 general obligation bonds or capital loan notes (Public Safety Facility) (For a general corporate purpose).

d. Resolution authorizing the execution of an engagement agreement with D.A. Davidson.

10. Other Business

A. Interim City Manager’s Report – Charlie Dissell

11. Adjourn

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Approval of Claims

Recommendation: Roll call is in order.

Attachments: 1. Vendor Report - City 5022022

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
A 6FT GEEK LLC				
A 6FT GEEK LLC	JANITORIAL SUPPLIES	04/19/2022	887.50	GENERAL FUND
A 6FT GEEK LLC	ACTIVITY CENTER JANITORIAL SUPPLIES, L	04/19/2022	529.50	PARK & RECREATI
A 6FT GEEK LLC	EXTRA CLEANING FROM 3/26 RENTAL	04/19/2022	300.00	PARK & RECREATI
Total A 6FT GEEK LLC:			1,717.00	
A+ LAWN & LANDSCAPE				
A+ LAWN & LANDSCAPE	PICKARD POND TREATMENT	04/15/2022	450.00	PARK & RECREATI
Total A+ LAWN & LANDSCAPE:			450.00	
ACCO UNLIMITED CORP.				
ACCO UNLIMITED CORP.	AQUATIC CENTER FILTER MEDIA REPLACE	04/06/2022	21,630.00	CAPITAL PROJECT
Total ACCO UNLIMITED CORP.:			21,630.00	
ACE HARDWARE				
ACE HARDWARE	NO SMOKING SIGN FOR BRUSH FACILITY	04/15/2022	3.18	GENERAL FUND
ACE HARDWARE	EDGING FOR SOUTH PLANT	04/18/2022	63.16	SEWER FUND
ACE HARDWARE	PROPANE FOR BRUSH FACILITY	04/21/2022	19.77	GENERAL FUND
Total ACE HARDWARE:			86.11	
AHLERS & COONEY P.C.				
AHLERS & COONEY P.C.	LENT-EMPLOYMENT LAW CONFERENCE	04/21/2022	75.00	GENERAL FUND
AHLERS & COONEY P.C.	SILLIMAN-EMPLOYMENT LAW CONFERENC	04/21/2022	75.00	GENERAL FUND
Total AHLERS & COONEY P.C.:			150.00	
AIR-CON MECHANICAL CORP.				
AIR-CON MECHANICAL CORP.	BUILDING MAINTENANCE	04/12/2022	674.54	POLICE FUND
AIR-CON MECHANICAL CORP.	BUILDING MAINTENANCE	04/19/2022	210.56	GENERAL FUND
Total AIR-CON MECHANICAL CORP.:			885.10	
AMAZON CAPITAL SERVICES				
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	04/21/2022	23.28	GENERAL FUND
AMAZON CAPITAL SERVICES	OFFICE SUPPLIES	04/21/2022	16.99	GENERAL FUND
AMAZON CAPITAL SERVICES	HIGH PRESSURE SODIUM LIGHT BULBS	04/14/2022	158.52	PARK & RECREATI
AMAZON CAPITAL SERVICES	AQUATIC CENTER STAFF TWO WAY RADIOS	04/26/2022	79.98	POOL (MEMORIAL)
AMAZON CAPITAL SERVICES	AQUATIC CENTER STAFF TWO WAY RADIOS	04/26/2022	239.94	POOL (MEMORIAL)
AMAZON CAPITAL SERVICES	FACE MASK, LABEL TAPE	04/16/2022	32.97	AMBULANCE FUN
AMAZON CAPITAL SERVICES	GLOVES AND WATER NOZZLES	04/14/2022	117.79	PARK & RECREATI
Total AMAZON CAPITAL SERVICES:			669.47	
ATLANTIC BOTTLING CO.				
ATLANTIC BOTTLING CO.	PICKARD CONCESSIONS	04/15/2022	774.56	PARK & RECREATI
Total ATLANTIC BOTTLING CO.:			774.56	
AVESIS THIRD PARTY ADMINISTRATORS INC				
AVESIS THIRD PARTY ADMINIS	VISION - HR	05/01/2022	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - IT	05/01/2022	10.43	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - FINANCE/CLERK	05/01/2022	30.28	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - COMM DEV	05/01/2022	24.56	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - STREETS	05/01/2022	49.21	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
AVESIS THIRD PARTY ADMINIS	VISION - SEWER	05/01/2022	42.90	SEWER FUND
AVESIS THIRD PARTY ADMINIS	VISION - EE LIABILITY	05/01/2022	313.35	GENERAL FUND
AVESIS THIRD PARTY ADMINIS	VISION - POLICE	05/01/2022	172.96	POLICE FUND
AVESIS THIRD PARTY ADMINIS	VISION - FIRE	05/01/2022	11.31	FIRE FUND
AVESIS THIRD PARTY ADMINIS	VISION - AMBULANCE	05/01/2022	64.06	AMBULANCE FUN
AVESIS THIRD PARTY ADMINIS	VISION - P&R	05/01/2022	30.87	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - PARKS	05/01/2022	21.45	PARK & RECREATI
AVESIS THIRD PARTY ADMINIS	VISION - LIBRARY	05/01/2022	36.00	LIBRARY FUND
Total AVESIS THIRD PARTY ADMINISTRATORS INC:			817.81	
BANKERS TRUST COMPANY				
BANKERS TRUST COMPANY	CITY INVESTMENT SERVICES	04/11/2022	6,054.86	GENERAL FUND
Total BANKERS TRUST COMPANY:			6,054.86	
BOB'S CUSTOM TROPHIES				
BOB'S CUSTOM TROPHIES	NAME PLATES	04/21/2022	80.00	GENERAL FUND
Total BOB'S CUSTOM TROPHIES:			80.00	
BOEGE, LISA				
BOEGE, LISA	YOUTH SB UMPIRE	04/22/2022	65.00	PARK & RECREATI
Total BOEGE, LISA:			65.00	
BOLTON & MENK INC				
BOLTON & MENK INC	DOWNTOWN RECONSTRUCTION PHASE 2	03/31/2022	25,388.25	SQUARE STREETS
Total BOLTON & MENK INC:			25,388.25	
BOUND TREE MEDICAL LLC				
BOUND TREE MEDICAL LLC	EMS SUPPLIES	04/19/2022	922.58	AMBULANCE FUN
BOUND TREE MEDICAL LLC	EMS SUPPIES CREDIT MEMO	03/01/2022	415.54-	AMBULANCE FUN
Total BOUND TREE MEDICAL LLC:			507.04	
BRUENING ROCK PRODUCTS				
BRUENING ROCK PRODUCTS	ROAD STONE	04/11/2022	560.82	ROAD USE TAX FU
BRUENING ROCK PRODUCTS	ROAD STONE FOR GRAVEL ROADS	04/20/2022	4,905.48	ROAD USE TAX FU
Total BRUENING ROCK PRODUCTS:			5,466.30	
BUHROW, LUKE				
BUHROW, LUKE	MARCH APRIL 2022 WELLNESS	04/26/2022	30.00	POLICE FUND
Total BUHROW, LUKE:			30.00	
CCP INDUSTRIES INC.				
CCP INDUSTRIES INC.	RUBBER GLOVES	02/08/2022	567.88	SEWER FUND
Total CCP INDUSTRIES INC.:			567.88	
CENTRAL IOWA FASTENERS				
CENTRAL IOWA FASTENERS	TOILET PAPER - PICKARD	04/22/2022	150.00	PARK & RECREATI
Total CENTRAL IOWA FASTENERS:			150.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
CHIA, MICHAEL				
CHIA, MICHAEL	CELL BILL	04/18/2022	50.00	POLICE FUND
Total CHIA, MICHAEL:			50.00	
CHRISTIAN OPPORTUNITY CENTER				
CHRISTIAN OPPORTUNITY CEN	JANITORIAL SERVICES 3/11, 3/25	03/31/2022	90.00	ROAD USE TAX FU
CHRISTIAN OPPORTUNITY CEN	JANITORIAL SERVICE 2/11, 2/25	03/31/2022	90.00	ROAD USE TAX FU
Total CHRISTIAN OPPORTUNITY CENTER:			180.00	
CINTAS CORPORATION				
CINTAS CORPORATION	WRRD FIRST AID SUPPLIES	04/21/2022	54.74	SEWER FUND
Total CINTAS CORPORATION:			54.74	
CITY SUPPLY CORPORATION				
CITY SUPPLY CORPORATION	WALL MOUNTED TOILET , DIAPHRAGM KIT F	04/07/2022	164.68	PARK & RECREATI
CITY SUPPLY CORPORATION	WALL MOUNTED TOILET FOR MOATS RR	04/08/2022	112.00	PARK & RECREATI
CITY SUPPLY CORPORATION	RETURN WALL MOUNTED TOILET FOR MOA	04/10/2022	113.42-	PARK & RECREATI
Total CITY SUPPLY CORPORATION:			163.26	
CLARK EQUIPMENT CO				
CLARK EQUIPMENT CO	BROOM ATTACHMENT FOR L23 BOBCAT	04/08/2022	3,536.18	VEHICLE RESERV
CLARK EQUIPMENT CO	BOBCAT L23 SAL	04/13/2022	31,114.61	VEHICLE RESERV
Total CLARK EQUIPMENT CO:			34,650.79	
CNM OUTDOOR EQUIPMENT				
CNM OUTDOOR EQUIPMENT	LEAF BLOWER	04/18/2022	259.99	ROAD USE TAX FU
Total CNM OUTDOOR EQUIPMENT:			259.99	
COMBUSTION CONTROL CO.				
COMBUSTION CONTROL CO.	ANNUAL BOILER SERVICE	04/21/2022	378.00	SEWER FUND
Total COMBUSTION CONTROL CO.:			378.00	
CRAWFORD, RICHARD L.				
CRAWFORD, RICHARD L.	COED CHURCH SB UMPIRE	04/15/2022	56.00	PARK & RECREATI
Total CRAWFORD, RICHARD L.:			56.00	
CROSS, CHUCK				
CROSS, CHUCK	WELLNESS MARCH 2022	04/13/2022	25.00	FIRE FUND
Total CROSS, CHUCK:			25.00	
DES MOINES REGISTER MEDIA				
DES MOINES REGISTER MEDIA	ORD 1682	04/01/2022	219.07	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE CHPT 16	04/01/2022	24.48	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1689	04/01/2022	34.13	GENERAL FUND
DES MOINES REGISTER MEDIA	02222022 CC MINUTES	04/01/2022	363.36	GENERAL FUND
DES MOINES REGISTER MEDIA	03022022 CC MINUTES	04/01/2022	35.74	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1692	04/01/2022	39.49	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1691	04/01/2022	42.71	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1690	04/01/2022	45.93	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
DES MOINES REGISTER MEDIA	03072022 CC MINUTES	04/01/2022	249.68	GENERAL FUND
DES MOINES REGISTER MEDIA	03082022 CC MINUTES	04/01/2022	40.03	GENERAL FUND
DES MOINES REGISTER MEDIA	03092022 CC MINUTES	04/01/2022	35.20	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1694	04/01/2022	86.68	GENERAL FUND
DES MOINES REGISTER MEDIA	ORD 1695	04/01/2022	62.01	GENERAL FUND
DES MOINES REGISTER MEDIA	03212022 CC MINUTES	04/01/2022	376.76	GENERAL FUND
DES MOINES REGISTER MEDIA	PH NOTICE FY23 BUDGET	04/25/2022	171.90	GENERAL FUND
Total DES MOINES REGISTER MEDIA:			1,827.17	
DLH GRAFX				
DLH GRAFX	SOFTBALL COMPLEX SPONSOR BANNERS	04/26/2022	524.00	PARK & RECREATI
Total DLH GRAFX:			524.00	
DOWNEY TIRE PROS				
DOWNEY TIRE PROS	NEW TIRE	04/19/2022	275.48	POLICE FUND
Total DOWNEY TIRE PROS:			275.48	
DUST PROS JANITORIAL				
DUST PROS JANITORIAL	ACTIVITY CENTER APRIL CLEANING	04/15/2022	1,525.00	PARK & RECREATI
Total DUST PROS JANITORIAL:			1,525.00	
ELECTRONIC ENGINEERING CO				
ELECTRONIC ENGINEERING C	RADIO INSTALL ON MEDIC 246	04/05/2022	775.98	AMBULANCE FUN
Total ELECTRONIC ENGINEERING CO:			775.98	
ENVIRONMENTAL RESOURCE ASSOCIATES				
ENVIRONMENTAL RESOURCE	ANNUAL DMR-QA PH TEST	04/22/2022	152.52	SEWER FUND
Total ENVIRONMENTAL RESOURCE ASSOCIATES:			152.52	
FICKES, EDWARD LEE				
FICKES, EDWARD LEE	COED SB UMPIRE	04/15/2022	84.00	PARK & RECREATI
FICKES, EDWARD LEE	COED SB UMPIRE	04/22/2022	84.00	PARK & RECREATI
Total FICKES, EDWARD LEE:			168.00	
GALLS LLC				
GALLS LLC	UNIFORMS	04/05/2022	55.98	POLICE FUND
GALLS LLC	UNIFORMS FOR DEPARTMENT	04/13/2022	1,246.62	FIRE FUND
GALLS LLC	UNIFORMS DEPARTMENT	04/15/2022	1,830.14	FIRE FUND
GALLS LLC	VEST REPLACEMENT	04/15/2022	29.00	POLICE FUND
GALLS LLC	A. PARDEKOOPER UNIFORMS EMS	04/19/2022	109.02	AMBULANCE FUN
GALLS LLC	UNIFORMS FOR DEPARTMENT	04/19/2022	112.46	AMBULANCE FUN
Total GALLS LLC:			3,383.22	
HADRONEX INC				
HADRONEX INC	FLOW METER ANNUAL SUPPORT	04/11/2022	7,560.00	SEWER FUND
Total HADRONEX INC:			7,560.00	
HAWKEYE TRUCK EQUIPMENT				
HAWKEYE TRUCK EQUIPMENT	EQUIPMENT REPAIR	03/21/2022	498.00	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total HAWKEYE TRUCK EQUIPMENT:			498.00	
HR GREEN INC				
HR GREEN INC	SOUTH PLANT LS ENG	04/14/2022	2,659.59	SEWER CAPITAL P
HR GREEN INC	WWTP TRUNK ENGINEERING	04/14/2022	48,461.13	WWTP FACILITY C
Total HR GREEN INC:			51,120.72	
IA COMMUNITIES ASSURANCE POOL				
IA COMMUNITIES ASSURANCE	KADING CLAIM EXPENSE	04/20/2022	723.00	CITY LIAB INS RES
Total IA COMMUNITIES ASSURANCE POOL:			723.00	
IIIOWA CULVERT AND SUPPLY				
IIIOWA CULVERT AND SUPPLY	CULVERT REPLACEMENT ON KENNEDY ST	04/06/2022	2,822.00	STORMWATER UTI
Total IIIOWA CULVERT AND SUPPLY:			2,822.00	
IMWCA				
IMWCA	DIFFERENCE IN EPP VS. ACTUAL	10/28/2021	12,432.00	FIRE FUND
Total IMWCA:			12,432.00	
INDIANOLA MECHANICAL LLC				
INDIANOLA MECHANICAL LLC	MEMORIAL PARK BACKFLOW	04/11/2022	1,489.00	PARK & RECREATI
INDIANOLA MECHANICAL LLC	MOATS PLUMBING REPAIRS	04/18/2022	2,814.00	PARK & RECREATI
Total INDIANOLA MECHANICAL LLC:			4,303.00	
INFOMAX OFFICE SYSTEMS INC.				
INFOMAX OFFICE SYSTEMS IN	DEVICE PAYMENT WITH PAPERCUT & CONN	04/19/2022	3,346.70	GENERAL FUND
Total INFOMAX OFFICE SYSTEMS INC.:			3,346.70	
IOWA MEDICAID ENTERPRISE				
IOWA MEDICAID ENTERPRISE	GEMT SERVICE FEE	04/15/2022	4,716.17	AMBULANCE FUN
Total IOWA MEDICAID ENTERPRISE:			4,716.17	
IOWA PRISON INDUSTRIES				
IOWA PRISON INDUSTRIES	STREETNAME SIGNS	01/14/2022	60.65	ROAD USE TAX FU
Total IOWA PRISON INDUSTRIES:			60.65	
JOHNSTON HY-VEE				
JOHNSTON HY-VEE	ILEA MEALS	04/20/2022	2,121.12	POLICE FUND
Total JOHNSTON HY-VEE:			2,121.12	
KIYA KODA HUMANE SOCIETY				
KIYA KODA HUMANE SOCIETY	MONTHLY CONTRACTED SERVICES MAY 20	04/22/2022	4,000.00	POLICE FUND
Total KIYA KODA HUMANE SOCIETY:			4,000.00	
LANGMAN CONSTRUCTION INC				
LANGMAN CONSTRUCTION INC	PAY APP # 13	04/25/2022	150,648.32	WWTP FACILITY C

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total LANGMAN CONSTRUCTION INC:			150,648.32	
LAWSON PRODUCTS				
LAWSON PRODUCTS	SWEEPER REPAIR	04/08/2022	146.87	ROAD USE TAX FU
Total LAWSON PRODUCTS:			146.87	
LENT, ANDREW				
LENT, ANDREW	MILEAGE-AHLERS EMP CONF	04/14/2022	18.84	GENERAL FUND
LENT, ANDREW	WELLNESS APRIL 2022	04/19/2022	25.00	GENERAL FUND
Total LENT, ANDREW:			43.84	
LIFEMED SAFETY INC				
LIFEMED SAFETY INC	LIFEMED SAFETY ANNUAL SERVICE TO 4 M	04/21/2022	1,485.00	AMBULANCE FUN
Total LIFEMED SAFETY INC:			1,485.00	
LUNDE, SEAN				
LUNDE, SEAN	WELLNESS APRIL 2022	04/21/2022	15.00	FIRE FUND
Total LUNDE, SEAN:			15.00	
MCCOY HARDWARE INC				
MCCOY HARDWARE INC	SEEDS - CHILDREN'S GARDEN	03/23/2022	16.88	PARK & RECREATI
MCCOY HARDWARE INC	MCCOY HARDWARE BLADES HACKSAW	03/23/2022	26.40	FIRE FUND
MCCOY HARDWARE INC	ROPE, PVC CAP	04/13/2022	94.89	PARK & RECREATI
MCCOY HARDWARE INC	AQUATIC CENTER PLUMBING HARDWARE	04/13/2022	20.09	POOL (MEMORIAL)
MCCOY HARDWARE INC	LIGHT SWITCH	04/18/2022	1.16	PARK & RECREATI
MCCOY HARDWARE INC	SANDPAPER	04/18/2022	8.99	PARK & RECREATI
MCCOY HARDWARE INC	KEY BLANKS	04/18/2022	4.12	PARK & RECREATI
MCCOY HARDWARE INC	PLANT FERTILIZER	04/19/2022	15.28	PARK & RECREATI
MCCOY HARDWARE INC	PLANT FERTILIZER	04/19/2022	20.69	PARK & RECREATI
MCCOY HARDWARE INC	NEW LOCK SET FOR MCCORD RR	04/19/2022	25.19	PARK & RECREATI
MCCOY HARDWARE INC	CAULKING, BROOM AND DUSTPAN	04/19/2022	22.55	PARK & RECREATI
MCCOY HARDWARE INC	1/4" PLUG	04/20/2022	1.79	PARK & RECREATI
MCCOY HARDWARE INC	WORK GLOVES - VOLUNTEERS	04/21/2022	18.89	PARK & RECREATI
Total MCCOY HARDWARE INC:			276.92	
MCINTYRE, CRAIG				
MCINTYRE, CRAIG	COED SB UMPIRE	04/15/2022	56.00	PARK & RECREATI
MCINTYRE, CRAIG	COED SB UMPIRE	04/22/2022	84.00	PARK & RECREATI
Total MCINTYRE, CRAIG:			140.00	
MENARDS				
MENARDS	FLOOR SQUEEGEES FOR RR'S	04/13/2022	113.91	PARK & RECREATI
Total MENARDS:			113.91	
METCALF, BRAD				
METCALF, BRAD	CELL BILL	04/14/2022	50.00	POLICE FUND
METCALF, BRAD	CELL BILL	04/14/2022	50.00	POLICE FUND
Total METCALF, BRAD:			100.00	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MID AMERICAN ENERGY CO.				
MID AMERICAN ENERGY CO.	ENTRANCE SIGN LIGHTING	04/14/2022	11.76	GENERAL FUND
MID AMERICAN ENERGY CO.	STREET LIGHTING	04/14/2022	158.06	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	07741-18004 65/69 LIFT	04/19/2022	69.91	SEWER FUND
MID AMERICAN ENERGY CO.	09750-87035 WESLEY LIFT	04/19/2022	39.15	SEWER FUND
MID AMERICAN ENERGY CO.	206 N 1ST UTILITIES	04/20/2022	258.59	FIRE FUND
MID AMERICAN ENERGY CO.	ACTIVITY CENTER UTILITIES	04/20/2022	581.89	PARK & RECREATI
MID AMERICAN ENERGY CO.	UTILITIES - GAS	04/20/2022	636.66	ROAD USE TAX FU
MID AMERICAN ENERGY CO.	UTILITIES - GAS	04/20/2022	237.14	POLICE FUND
MID AMERICAN ENERGY CO.	69750-52006 QM3 LIFT	04/20/2022	53.52	SEWER FUND
MID AMERICAN ENERGY CO.	UTILITIES - GAS	04/21/2022	1,538.99	GENERAL FUND
Total MID AMERICAN ENERGY CO.:			3,585.67	
MILLER ELECTRICAL SERVICES				
MILLER ELECTRICAL SERVICE	ELECTRICAL WORK IN CITY HALL	04/14/2022	666.51	GENERAL FUND
Total MILLER ELECTRICAL SERVICES:			666.51	
MUNICIPAL SUPPLY INC				
MUNICIPAL SUPPLY INC	PRO RINGS	04/25/2022	961.50	SEWER FUND
Total MUNICIPAL SUPPLY INC:			961.50	
MUTT MITT				
MUTT MITT	MUTT MITT BAGS	04/18/2022	3,278.31	PARK & RECREATI
Total MUTT MITT:			3,278.31	
MUTUAL OF OMAHA				
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - HR	04/20/2022	68.26	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - SEWER	04/20/2022	189.00	SEWER FUND
MUTUAL OF OMAHA	DENTAL - LIBRARY	04/20/2022	262.49	LIBRARY FUND
MUTUAL OF OMAHA	DENTAL - PARKS	04/20/2022	115.86	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL ADJ - EE LIABILITY	04/20/2022	20.00	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD ADJ - AMBULANCE	04/20/2022	54.05-	AMBULANCE FUN
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - P&R	04/20/2022	281.31	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - PARKS	04/20/2022	212.19	PARK & RECREATI
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - LIBRARY	04/20/2022	274.73	LIBRARY FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - SEWER	04/20/2022	357.39	SEWER FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD ADJ - FIRE	04/20/2022	9.54-	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - STREET	04/20/2022	389.93	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD ADJ - STREET	04/20/2022	46.90	ROAD USE TAX FU
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - POLICE	04/20/2022	1,612.30	POLICE FUND
MUTUAL OF OMAHA	DENTAL - EE LIABILITY	04/20/2022	1,251.85	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - FIRE	04/20/2022	123.16	FIRE FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD AMBULANCE	04/20/2022	697.93	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - HR	04/20/2022	81.10	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD ADJ - EE LIABILITY	04/20/2022	118.29	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - EE LIABILITY	04/20/2022	829.83	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - IT	04/20/2022	48.52	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - FINANCE/CLERK	04/20/2022	236.35	GENERAL FUND
MUTUAL OF OMAHA	LIFE, AD&D, LTD,STD - COMM DEV	04/20/2022	235.12	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - STREETS	04/20/2022	366.77	ROAD USE TAX FU
MUTUAL OF OMAHA	DENTAL - COMM DEV	04/20/2022	138.67	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - FINANCE/CLERK	04/20/2022	216.15	GENERAL FUND
MUTUAL OF OMAHA	DENTAL - IT	04/20/2022	81.10	GENERAL FUND
MUTUAL OF OMAHA	DENTAL ADJ - STREETS	04/20/2022	34.75	ROAD USE TAX FU

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
MUTUAL OF OMAHA	DENTAL -P&R	04/20/2022	173.43	PARK & RECREATI
MUTUAL OF OMAHA	DENTAL ADJ - AMBULANCE	04/20/2022	24.28	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL - AMBULANCE	04/20/2022	390.24	AMBULANCE FUN
MUTUAL OF OMAHA	DENTAL ADJ - FIRE	04/20/2022	4.29	FIRE FUND
MUTUAL OF OMAHA	DENTAL - FIRE	04/20/2022	68.87	FIRE FUND
MUTUAL OF OMAHA	DENTAL - POLICE	04/20/2022	1,013.86	POLICE FUND
Total MUTUAL OF OMAHA:			9,901.33	
MYERS, ROBERT				
MYERS, ROBERT	COED CHURCH SB UMPIRE	04/15/2022	56.00	PARK & RECREATI
Total MYERS, ROBERT:			56.00	
NAPA AUTO PARTS				
NAPA AUTO PARTS	EMS 248 AIR FILTER	01/07/2022	40.99	AMBULANCE FUN
Total NAPA AUTO PARTS:			40.99	
NJ CRIMINAL INTERDICTION				
NJ CRIMINAL INTERDICTION	EDUCATION/TRAINING	04/26/2022	225.00	POLICE FUND
Total NJ CRIMINAL INTERDICTION:			225.00	
NORWALK READY-MIXED CONCRETE				
NORWALK READY-MIXED CON	SIDEWALK RAMP UPGRADE AT E LINCOLN	04/14/2022	586.50	ROAD USE TAX FU
NORWALK READY-MIXED CON	CONCRETE - E BOSTON & N 5TH	04/19/2022	1,104.00	ROAD USE TAX FU
NORWALK READY-MIXED CON	STREET REPAIR - 600 N 17TH ST	04/21/2022	1,449.00	ROAD USE TAX FU
Total NORWALK READY-MIXED CONCRETE:			3,139.50	
O'REILLY AUTO PARTS				
O'REILLY AUTO PARTS	UNIT 26 SWEEPER PARTS-OIL FILTER	04/14/2022	37.06	ROAD USE TAX FU
Total O'REILLY AUTO PARTS:			37.06	
OXFORD TREE SERVICE				
OXFORD TREE SERVICE	ASH TREE REMOVAL PROJECT	04/18/2022	43,920.00	CAPITAL PROJECT
OXFORD TREE SERVICE	TREE REMOVAL 510 W ASHLAND - STREET	04/18/2022	837.00	PARK & RECREATI
OXFORD TREE SERVICE	TREE REMOVAL - MCVAY TRAILHEAD	04/18/2022	1,035.00	PARK & RECREATI
Total OXFORD TREE SERVICE:			45,792.00	
PARK, KRIS				
PARK, KRIS	COED, CHURCH SB UMPIRE	04/15/2022	168.00	PARK & RECREATI
PARK, KRIS	COED SB UMPIRE	04/22/2022	56.00	PARK & RECREATI
Total PARK, KRIS:			224.00	
PELLA PRINTING				
PELLA PRINTING	RECEIPT BOOK FOR BRUSH FACILTY	04/15/2022	598.00	GENERAL FUND
Total PELLA PRINTING:			598.00	
PERFORMANCE FOOD SERVICE - TPC				
PERFORMANCE FOOD SERVIC	PICKARD CONCESSIONS	04/14/2022	1,547.52	PARK & RECREATI
PERFORMANCE FOOD SERVIC	PICKARD CONCESSIONS	11/21/2025	1,809.61	PARK & RECREATI

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total PERFORMANCE FOOD SERVICE - TPC:			3,357.13	
PLASTIC RECYCLING OF IA FALLS				
PLASTIC RECYCLING OF IA FAL	MEMORIAL BENCH - CRAWFORD	04/06/2022	506.80	PARK & RECREATI
Total PLASTIC RECYCLING OF IA FALLS:			506.80	
PRO-IMAGE SIGN & LIGHTING				
PRO-IMAGE SIGN & LIGHTING	DECALS FOR TRACTOR AND TRUCK	04/19/2022	150.00	PARK & RECREATI
Total PRO-IMAGE SIGN & LIGHTING:			150.00	
PROSCREENING LLC				
PROSCREENING LLC	DRUG SCREEN - ENGELHARDT	04/15/2022	45.00	PARK & RECREATI
PROSCREENING LLC	DRUG SCREEN - MOORLACH	04/15/2022	45.00	POOL (MEMORIAL)
Total PROSCREENING LLC:			90.00	
PURCHASE POWER				
PURCHASE POWER	POSTAGE REFILL	04/20/2022	503.50	GENERAL FUND
Total PURCHASE POWER:			503.50	
RAFFETY, JACKIE				
RAFFETY, JACKIE	IMFOA SPRING CONFERENCE TRAVEL	04/22/2022	35.22	GENERAL FUND
RAFFETY, JACKIE	RAFFETY-CELLPHONE REIMBURSEMENT	04/22/2022	50.00	GENERAL FUND
Total RAFFETY, JACKIE:			85.22	
RECORD-HERALD & INDIANOLA TRIBUNE				
RECORD-HERALD & INDIANOL	ANNUAL SUBSCRIPTION	04/22/2022	33.04	GENERAL FUND
Total RECORD-HERALD & INDIANOLA TRIBUNE:			33.04	
REDITECH				
REDITECH	SUPPORT CONTRACT	04/16/2022	9,215.00	GENERAL FUND
REDITECH	OFFICE 365 X65 MAY	04/16/2022	539.50	GENERAL FUND
Total REDITECH:			9,754.50	
SANDRY FIRE SUPPLY LLC				
SANDRY FIRE SUPPLY LLC	PPE FIRE BOOTS	04/13/2022	584.90	FIRE FUND
SANDRY FIRE SUPPLY LLC	PPE FIRE BOOTS	04/13/2022	201.50	FIRE FUND
Total SANDRY FIRE SUPPLY LLC:			786.40	
SHI INTERNATIONAL CORP				
SHI INTERNATIONAL CORP	CRADLE POINT POWER SUPPLY	04/25/2022	21.00	GENERAL FUND
Total SHI INTERNATIONAL CORP:			21.00	
SHULL, DOUG				
SHULL, DOUG	MONTHLY CONTRACTED SERVICE MAY 202	04/22/2022	83.33	GENERAL FUND
Total SHULL, DOUG:			83.33	

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
SILLIMAN, COURTNEY				
SILLIMAN, COURTNEY	MILEAGE - IMWCA	04/25/2022	19.31	GENERAL FUND
SILLIMAN, COURTNEY	MILEAGE - LAPEIRA	04/25/2022	145.08	GENERAL FUND
Total SILLIMAN, COURTNEY:			164.39	
SIMMERING-CORY				
SIMMERING-CORY	CITY ORDINANCE WEBSITE HOSTING	04/14/2022	475.00	GENERAL FUND
Total SIMMERING-CORY:			475.00	
SPRINGER PROFESSIONAL HOME SERVICES				
SPRINGER PROFESSIONAL HO	ACTIVITY CENTER PEST CONTROL	04/06/2022	64.00	PARK & RECREATI
Total SPRINGER PROFESSIONAL HOME SERVICES:			64.00	
STAR EQUIPMENT LTD				
STAR EQUIPMENT LTD	RENTAL EQUIPMENT TO REPAIR HOOP BUIL	04/12/2022	1,091.80	ROAD USE TAX FU
Total STAR EQUIPMENT LTD:			1,091.80	
STETSON BUILDING PRODUCTS INC				
STETSON BUILDING PRODUCT	TRANCATED DOMES FOR ADA UPGRADES	04/05/2022	2,900.00	ROAD USE TAX FU
Total STETSON BUILDING PRODUCTS INC:			2,900.00	
SUNDOWN EQUIPMENT				
SUNDOWN EQUIPMENT	BROOM RENTAL TO REMOVE ROCK	04/14/2022	165.00	SEWER FUND
Total SUNDOWN EQUIPMENT:			165.00	
THEISEN'S				
THEISEN'S	CONDUIT FOR WIRING CONTROLS	04/12/2022	51.96	SEWER FUND
THEISEN'S	HYDRAULIC FLUID FOR PUMP	04/13/2022	56.98	SEWER FUND
THEISEN'S	LOAD BINDERS	04/18/2022	131.98	SEWER FUND
THEISEN'S	CONCRETE BOOTS	04/19/2022	17.99	ROAD USE TAX FU
THEISEN'S	MISC SUPPLY FOR BRUSH FACILITY	04/22/2022	90.96	GENERAL FUND
Total THEISEN'S:			349.87	
ULINE				
ULINE	EMS STORAGE RACKS	03/03/2022	2,023.07	AMBULANCE FUN
Total ULINE:			2,023.07	
VANDERPOOL CONSTRUCTION				
VANDERPOOL CONSTRUCTION	ROCK FOR SOUTH PLANT	04/12/2022	55.14	SEWER FUND
VANDERPOOL CONSTRUCTION	ROCK FOR SOUTH PLANT	04/20/2022	215.89	SEWER FUND
Total VANDERPOOL CONSTRUCTION:			271.03	
VERIZON WIRELESS				
VERIZON WIRELESS	VERIZON POLICE BILL	04/15/2022	1,667.35	VEHICLE RESERV
Total VERIZON WIRELESS:			1,667.35	
VISSER, MICHAEL				
VISSER, MICHAEL	ATHLETIC CENTER REIMBURSEMENT	04/15/2022	25.00	GENERAL FUND

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
Total VISSER, MICHAEL:			25.00	
WALTER F STEPHENS JR INC				
WALTER F STEPHENS JR INC	FLEX BADGES/LOGO CHANGE	04/14/2022	3,620.65	POLICE FUND
Total WALTER F STEPHENS JR INC:			3,620.65	
WARREN COUNTY SHERIFF				
WARREN COUNTY SHERIFF	PRISONER FEES	04/18/2022	1,350.00	POLICE FUND
Total WARREN COUNTY SHERIFF:			1,350.00	
WELLS FARGO CCER				
WELLS FARGO CCER	LAST WF CLIENT ANALYSIS REPORT	04/08/2022	123.25	GENERAL FUND
WELLS FARGO CCER	software contractAdobe Acropro Subs	03/31/2022	15.89	POLICE FUND
WELLS FARGO CCER	PEDS pad replacements for AEDSAed Superst	03/31/2022	598.50	POLICE FUND
WELLS FARGO CCER	Officers work room evidence label printerEbay	03/31/2022	460.65	POLICE FUND
WELLS FARGO CCER	Cell phone contractConnected Solutions Group	03/31/2022	37.09	POLICE FUND
WELLS FARGO CCER	office suppliesQuill Corporation	03/31/2022	75.98	POLICE FUND
WELLS FARGO CCER	office suppliesQuill Corporation	03/31/2022	235.98	POLICE FUND
WELLS FARGO CCER	Adult ProgramWm Supercenter #1491	03/31/2022	7.76	LIBRARY FUND
WELLS FARGO CCER	Seed LibraryHigh Mowing Organic Seeds	03/31/2022	34.95	LIBRARY SPECIAL
WELLS FARGO CCER	Library EventWm Supercenter #1491	03/31/2022	59.27	LIBRARY SPECIAL
WELLS FARGO CCER	Friends EventPaypal Drivingcape	03/31/2022	150.00	LIBRARY SPECIAL
WELLS FARGO CCER	City Manager Candidate - EE Meet and Greet E	03/31/2022	580.00	GENERAL FUND
WELLS FARGO CCER	Transaction Voided - Confirmation - No Sales Ta	03/31/2022	620.60-	GENERAL FUND
WELLS FARGO CCER	Grammarly annualGrammarly Cog5eeam9	03/31/2022	144.00	GENERAL FUND
WELLS FARGO CCER	Added fax lineSangoma Us Inc	03/31/2022	8.74	GENERAL FUND
WELLS FARGO CCER	Lib fax deviceSangoma Us Inc	03/31/2022	159.99	LIBRARY FUND
WELLS FARGO CCER	SIP StationSangoma Us Inc	03/31/2022	46.54	GENERAL FUND
WELLS FARGO CCER	Ambulance Supply - IV Catheters ems supplie	03/31/2022	101.00	AMBULANCE FUN
WELLS FARGO CCER	American Library Association membershipAmerl	03/31/2022	150.00	LIBRARY FUND
WELLS FARGO CCER	EbooksOverdrive Dist	03/31/2022	2,000.00	LIBRARY FUND
WELLS FARGO CCER	New credit card terminal for City HallPayment S	03/31/2022	250.00	GENERAL FUND
WELLS FARGO CCER	65020- Smithsonian magazine renewalAmazon	03/31/2022	12.00	LIBRARY FUND
WELLS FARGO CCER	Transaction Voided - No Sales TaxHy-Vee India	03/31/2022	620.60	GENERAL FUND
WELLS FARGO CCER	Parking for VTScada TrainingDes Moines Airpor	03/31/2022	40.00	SEWER FUND
WELLS FARGO CCER	Hotel for VTScada TrainingRosen Hotels Plaza	03/31/2022	768.12	SEWER FUND
WELLS FARGO CCER	ToolsNorthern Tool Equipmnt	03/31/2022	10.59	SEWER FUND
WELLS FARGO CCER	OWL lights for chemical launchersCloud Defens	03/31/2022	825.80	POLICE FUND
WELLS FARGO CCER	OC Spray Mark IIIStreicherS Mo	03/31/2022	95.13	POLICE FUND
WELLS FARGO CCER	Defensive Tactics training SparksWpy Gracie U	03/31/2022	995.00	POLICE FUND
WELLS FARGO CCER	Shipping to repair Mustang Ice rescue suitThe	03/31/2022	54.93	FIRE FUND
WELLS FARGO CCER	Tool Pouches for PickupsNorthern Tool Equipm	03/31/2022	214.96	SEWER FUND
WELLS FARGO CCER	Hotel for TrainingBest Western Regency Inn	03/31/2022	106.40	SEWER FUND
WELLS FARGO CCER	Receipt books to record financial transactions at	03/31/2022	16.48	GENERAL FUND
WELLS FARGO CCER	2022 ICC MembershipIntL Code Council Inc	03/31/2022	145.00	GENERAL FUND
WELLS FARGO CCER	Refund for 2022 American Planning Association	03/31/2022	760.00-	GENERAL FUND
WELLS FARGO CCER	Refund of incorrect amount for conference regis	03/31/2022	150.00-	LIBRARY FUND
WELLS FARGO CCER	Family programWm Supercenter #1491	03/31/2022	13.38	LIBRARY FUND
WELLS FARGO CCER	Incorrect amount for conference registrationStat	03/31/2022	150.00	LIBRARY FUND
WELLS FARGO CCER	fuel trip to Sumner to pick up New Medic unit 24	03/31/2022	92.75	AMBULANCE FUN
WELLS FARGO CCER	Repair for Medic Unit 245Dewey Ford	03/31/2022	1,448.08	AMBULANCE FUN
WELLS FARGO CCER	Fire equipment reflective stickers propertyThebr	03/31/2022	74.99	FIRE FUND
WELLS FARGO CCER	4 Tree Risk Assessments - Olson Tree CareSq	03/31/2022	380.00	PARK & RECREATI
WELLS FARGO CCER	Level Indicator Rod and Spring for JD 540M Lo	03/31/2022	254.19	PARK & RECREATI
WELLS FARGO CCER	Epinephrine back order that just arrived and cle	03/31/2022	92.80	AMBULANCE FUN

Vendor Name	Description	Invoice Date	Net Invoice Amount	FUND
WELLS FARGO CCER	Craft programWal-Mart #1491	03/31/2022	25.88	LIBRARY SPECIAL
WELLS FARGO CCER	Family programWal-Mart #1491	03/31/2022	16.51	LIBRARY FUND
WELLS FARGO CCER	Correct amount for conference registrationState	03/31/2022	130.00	LIBRARY FUND
WELLS FARGO CCER	Aquatic Center BackboardThe Lifeguard Store, I	03/31/2022	625.00	POOL (MEMORIAL)
WELLS FARGO CCER	Square Hanging BasketsPlanters Unlimited	03/31/2022	2,840.55	PARK & RECREATI
WELLS FARGO CCER	Adobe Software SubscriptionAdobe Creative Cl	03/31/2022	52.99	PARK & RECREATI
WELLS FARGO CCER	Service 338 on engine light activation loss of po	03/31/2022	385.65	FIRE FUND
WELLS FARGO CCER	Liquid Spring suspension sensors for medic 248	03/31/2022	288.64	AMBULANCE FUN
WELLS FARGO CCER	Pesticide License Testing for Connor SkultetyIo	03/31/2022	50.00	PARK & RECREATI
WELLS FARGO CCER	Buxton Childrens Garden SignGotprint.Com	03/31/2022	86.16	PARK & RECREATI
WELLS FARGO CCER	Senior and Tea Party Supplies, Zone SnacksWa	03/31/2022	83.92	PARK & RECREATI
WELLS FARGO CCER	Pool Pass SignsGotprint.Com	03/31/2022	180.72	POOL (MEMORIAL)
WELLS FARGO CCER	Tea Party SuppliesHobby-Lobby #258	03/31/2022	40.91	PARK & RECREATI
WELLS FARGO CCER	IPRA Conference - Bylund, DeCook, BradleyIow	03/31/2022	765.00	PARK & RECREATI
WELLS FARGO CCER	Certified Pool Operator CEUs - Bylund, BradleyI	03/31/2022	80.00	POOL (MEMORIAL)
WELLS FARGO CCER	Egg Hunt PrizesWm Supercenter #1491	03/31/2022	230.90	PARK & RECREATI
WELLS FARGO CCER	Aquatic Center Concession Food LicenseIa Ins	03/31/2022	155.25	POOL (MEMORIAL)
WELLS FARGO CCER	IPRA Conference Lodging - BradleyGrand Harb	03/31/2022	380.16	PARK & RECREATI
WELLS FARGO CCER	IPRA Conference Lodging - Bylund, DeCookGra	03/31/2022	380.16	PARK & RECREATI
WELLS FARGO CCER	Conference Lunch - Bylund, BradleySubway 63	03/31/2022	14.74	PARK & RECREATI
WELLS FARGO CCER	Mini Van Fuel, IPRA ConferenceCaseys #2420	03/31/2022	39.24	PARK & RECREATI
WELLS FARGO CCER	vehicle cpu partsBroadcast Microwave	03/31/2022	94.99	POLICE FUND
WELLS FARGO CCER	Marketing expenseMailchimp	03/31/2022	63.13	LIBRARY FUND
WELLS FARGO CCER	State library of Iowa ConferenceState Library Of	03/31/2022	130.00	LIBRARY FUND
WELLS FARGO CCER	Egg Hunt SuppliesWm Supercenter #1491	03/31/2022	46.68	PARK & RECREATI
WELLS FARGO CCER	Red Cross Swim Lesson FeesAmerican Red Cr	03/31/2022	300.00	POOL (MEMORIAL)
WELLS FARGO CCER	Pickard Concession SuppliesWal-Mart #1491	03/31/2022	117.44	PARK & RECREATI
Total WELLS FARGO CCER:			17,724.81	
YMCA OF GREATER DSM				
YMCA OF GREATER DSM	YMCA - EMPLOYER EXPENSES	03/31/2022	310.00	GENERAL FUND
YMCA OF GREATER DSM	YMCA - EE LIABILITY	03/31/2022	820.50	GENERAL FUND
Total YMCA OF GREATER DSM:			1,130.50	
Grand Totals:			473,511.01	

City Council: ______________________________

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MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Approval of Minutes of the prior council meeting

Recommendation: Roll call is in order.

Attachments: 1. 04182022 CC Minutes

CITY OF INDIANOLA COUNCIL MEETING
April 18, 2022
6:00 PM
City Council Chambers
110 N 1st Street, Indianola
Minutes

Call to Order

The Indianola City Council met in regular session at 6:00 PM on April 18, 2022 in the City Hall Council Chambers. Mayor Pro Tem Richardson called the meeting to order and on roll call the following members were present: Heather Hulen, John Parker, Ron Dalby, Gwen Schroder, Christina Beach, Steve Richardson. Absent: Mayor Stephanie Erickson.

Public Comment

Margaret Vernon, 401 W Ashland, Sustainability Committee member, informed the council of the mission of the committee and requested to speak at the next Council meeting.

Consent Agenda

Council Member Hulen requested that agenda item 5B Approval of Claims be pulled from the consent agenda. Council Member Schroder moved to approve the consent agenda and Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously. Interim City Manager Charlie Dissell then highlighted the Council's approval of setting public hearings for May 2; receiving and filing a resolution from the Library Board of Trustees asking for support of the building project; approved payment for WRRF and Streetscape, police vehicles, and an assessment plan. The consent agenda was as follows:

A. Approval of Agenda
B. Resolution 2022-068 approving monthly transfers.
C. Approval of Minutes of the prior council meetings
D. Setting dates for future public hearings
    1. Resolution 2022-069 to fix a date of meeting on May 2, 2022, at 6:00 PM at which it is proposed to approve and authorize the sale of real property and approval of a development agreement at 506 West 2nd Avenue.
    2. Resolution 2022-070 setting a Public Hearing for May 2, 2022 at 6:00 PM for complaints filed on tobacco sales permit violations.
E. Approval of Applications
    1. Approval of a renewal liquor license for Babars Entertainment, dba The Garage.
    2. Approval of a renewal liquor license for Walgreens.
    3. Approval of an event application from American Legion Post 165 for a Veterans Memorial Day Parade on May 30, 2022 at 10:00 AM.
    4. Approval of a noise permit application for the Indianola Classic Car and Truck Show and Shine.
    5. Approval of Payment Application Number 22 from Williams Brothers Construction in the amount of $2,040,212.11 for the Water Resource Recovery Facility project.

6. Approval of Urban Revitalization Designations.

F. Approval of an excessive usage claim for 208 South 4th Street in the amount of $1,388.85.

G. Receive and file Resolution 2022-01 from the Indianola Library Board of Trustees.

H. Resolution 2022-071 approving an intergovernmental agreement for mutual assistance for Warren County Fire/EMS services.

I. Resolution 2022-072 approving a Professional Service Agreement with MSA Professional Services, Inc. for planning services for the North 6th Street sub-area plan and for the Indianola Public Works Facility needs assessment.

J. Resolution 2022-073 authorizing purchase of a new single axle dump truck for the Public Works Department.

K. Resolution 2022-074 approving Change Order Number 5 in the amount of $30,501.14 and Payment Application Number 9 in the amount of $185,743.74 from Absolute Concrete for the Downtown Reconstruction Project.

L. Resolution 2022-075 approving the purchase of two Ford Police Interceptor Vehicles for the Police Department.

M. Resolution 2022-076 approving salaries.

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

Council Reports

City Treasurer Doug Shull presented the March Treasurer's Report. Council Member Hulen moved to receive and file the March 2022 Treasurer's Report and Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to receive and file the EMS billing activity report for March 2022 and Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Mayor's Report

Mayor Pro Tem Richardson read a Proclamation declaring April 29, 2022 as Arbor Day in Indianola.

Old Business

Dissell stated Warren County has approved a transfer of right-of-way and the electrical easement to the City.

Council Member Parker moved to approve Resolution 2022-077 accepting an electrical easement and right-of-way in the downtown Square from Warren County, Iowa. Council Member Schroder seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Schroder moved to open the Public Hearing on the transfer of Storm Sewer Easement to Warren County, Iowa. Council Member Hulen seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

In public comment, Dissell stated the City is transferring this easement to Warren County in order for them to maintain storm water pipes. There were no other comments offered.

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

Council Member Hulen moved to approve Resolution 2022-078 approving the transfer of the Storm Sewer Easement to Warren County, Iowa. Council Member Parker seconded it. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

New Business

Council Member Parker moved to approve Resolution 2022-079 approving a Preliminary Plat for Ashton Park Plats 8, 9 and 10. Council Member Schroder seconded it. In discussion, Dissell stated the developer is requesting a 76-lot subdivision. He noted that engineers and utility department directors have reviewed the plans and recommended approval by the Council. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Beach moved to approve Resolution 2022-080 approving a Preliminary Plat for Prairie Glynn Plat 4. Council Member Parker seconded it. In discussion, Dissell reviewed the plat plan and the need for cul-de-sacs in this development. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Council Member Parker moved to approve Resolution 2022-081 approving a Final Plat for Deer Run Plat 8. Council Member Schroder seconded it. In discussion, Dissell stated this is the final plat of a 3-lot commercial subdivision. On roll call, the vote was AYES: Hulen, Parker, Dalby, Schroder, Beach, Richardson. NAYS: None. Whereas the Mayor Pro Tem declared the motion carried unanimously.

Other Business

In the Interim City Manager’s Report, Dissell provided information on upcoming workshops and the meeting with HR Green.

Adjourn

The meeting was adjourned at 6:31 PM on a motion by Hulen and seconded by Schroder. Question was called for and on voice vote the Mayor Pro Tem declared the motion carried unanimously.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Approval of a renewal liquor license for Wal-Mart Supercenter.

Introduction: Walmart currently holds a Class E liquor license with Class B sub-permits and Sunday sales privileges.

Background:

Discussion: If approved, the renewal license would be effective May 15, 2022 to May 14, 2023.

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

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Approval of a renewal liquor license for Dollar General Store, located at 201 N Jefferson Way.

Introduction: Dollar General, located at 201 N Jefferson Way, currently holds a Class C permit with a Class B sub-permit and Sunday sales privileges.

Background:

Discussion: If approved, the license will be effective May 17, 2022 to May 16, 2023.

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

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Approval of a new liquor license for Deer Run Group.

Introduction:

Background: City Council approved a renewal liquor license for Thorn Tree Development, dba Deer Run Golf Club at their February 22, 2022 meeting.

Discussion: Deer Run Partners, LLC, dba Deer Run Golf Club, will be operating the golf course this year. They have applied for a Class C liquor license with outdoor service and Sunday sales privileges.

Budget Impact:

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

From: Rick Graves, Water Resource Recovery Director

Date: May 2, 2022

Subject: Approval of Payment Application Number 13 to Langman Construction in the amount of $150,648.32 for the Water Resource Recovery Facility Influent Trunk Sewer and Outfall Sewer project.

Introduction: Langman Construction has submitted Pay App 13. As of this application, the contractor has been paid 91% of the contract.

Background:

Discussion: Items in this application are:

- Topsoil
- Trench foundation
- Approximately 370 linear feet of 36-inch sewer
- Approximately 614 linear feet of 6-inch irrigation pipe
- Irrigation pipe fittings
- 2 manholes
- Filter sock
- Rip rap

Budget Impact: $150,648.32

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

Attachments: 1. Trunk_Sewer_Langman_Pay_Request13

HRGreen

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

HRGREEN.COM

April 25, 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. 13

Dear Rick:

Attached is an electronic copy of Payment Application No. 13 from Langman Construction Inc. for the WRRF Influent Trunk Sewer and Outfall Sewer project. Items included in this application are topsoil, trench foundation, approximately 370 linear feet of 36-inch sewer, approximately 614 linear feet of 6-inch irrigation pipe, irrigation pipe fittings, 2 manholes, filter sock, and rip rap.

The total request for Payment Application No.13 is $150,648.32. As of this Pay Application, Langman Construction has been paid 91% of the contract. We have reviewed and recommend full partial payment of Payment Application No. 13 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\#13\ltr-042222-Trunk_Sewer_Langman_Pay_Request13.docx

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: City of Indianola
110 N. 1st Street
Indianola, IA 50125

PROJECT: WRRF Influent Trunk Sewer & Outfall Sewer
11870 Hoover Street
Indianola, IA 50125

APPLICATION NO: 13

PERIOD TO: April 19, 2022

PROJECT NOS:

Distribution to:
- [ ] OWNER
- [ ] ARCHITECT
- [ ] CONTRACTOR

FROM CONTRACTOR: Langman Construction, Inc.
220-34th Avenue
Rock Island, IL 61201

ARCHITECT: HR Green, Inc.
5525 Merle Hay Road, Suite 200

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) — $6,292,185.36
5. RETAINAGE:
   a. 5 % of Completed Work (Column J on G703) — $314,609.27
   b. 5 % of Stored Material (Column K on G703) — $0.00
   Total Retainage (Lines 5a + 5b or Total in Column N of G703) — $314,609.27
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total) — $5,977,576.09
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate) — $5,826,927.77
8. CURRENT PAYMENT DUE — $150,648.32
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6) — $585,321.67

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: April 19, 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 . . . . $ $150,648.32

(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: 4/25/2022

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: 13
APPLICATION DATE: 4/19/2022
PERIOD TO: 4/19/2022
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	0.93		0.93		$18,600.00		$18,600.00	93.00%	$1,400.00	$930.00
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	6809.20	27236.80	$13,618.40	$54,473.60		$54,473.60	80.00%	$13,618.40	$2,723.68
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	1919.51		1919.51		$48,947.51		$48,947.51	63.77%	$27,807.50	$2,447.38
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	948.51	972.99	$19,918.71	$20,432.79		$20,432.79	97.30%	$567.21	$1,021.64
11	Concrete Encasement	100.00	LF	$400.00	$40,000.00	100.00		100.00		$40,000.00		$40,000.00	100.00%		$2,000.00
12	Construction Testing	1.00	LS	$3,000.00	$3,000.00	0.93		0.93		$2,790.00		$2,790.00	93.00%	$210.00	$139.50
13	Gravity Outfall Sewer, Trenched,PVC, 30" Diameter	30.00	LF	$263.00	$7,890.00	32.00		32.00		$8,416.00		$8,416.00	106.67%	($526.00)	$420.80
14	Gravity Outfall Sewer, Trenched,PVC, 42" Diamater	2942.00	LF	$271.00	$797,282.00	2942.00		2942.00		$797,282.00		$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	1573.51	370.49	1944.00	$88,176.62	$462,672.00		$462,672.00	98.73%	$5,950.00	$23,133.60
16	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Structure 1259-Structure 1262	766.00	LF	$330.00	$252,780.00	766.00		766.00		$252,780.00		$252,780.00	100.00%		$12,639.00
17	Gravity Trunk Sewer, Trenched, PVC, 36" Diameter, Deep Bury, Station 20+50-Stru	379.00	LF	$295.00	$111,805.00	379.00		379.00		$111,805.00		$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		$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		$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		$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	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	10222.00	417.00	10639.00	$8,340.00	$212,780.00		$212,780.00	102.07%	($4,320.00)	$10,639.00
25	Irrigation Force Main, Trenched, Restrained PVC, 6"	392.00	LF	$45.00	$17,640.00		197.00	197.00	$8,865.00	$8,865.00		$8,865.00	50.26%	$8,775.00	$443.25
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	83.00		83.00		$11,205.00		$11,205.00	100.00%		$560.25
29	Storm Sewer, Trenched, RCP, 36"	39.00	LF	$170.00	$6,630.00	33.84		33.84		$5,752.80		$5,752.80	86.77%	$877.20	$287.64
30	Storm Sewer, Trenched, RCAP, 42" (53" X 32") ARCH	20.00	LF	$245.00	$4,900.00	20.00		20.00		$4,900.00		$4,900.00	100.00%		$245.00
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	2.00		2.00		$2,600.00		$2,600.00	100.00%		$130.00
35	RCAP Apron, 4030.223 , 42" ARCH	2.00	EA	$2,000.00	$4,000.00	2.00		2.00		$4,000.00		$4,000.00	100.00%		$200.00
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	2.00		2.00		$1,000.00		$1,000.00	100.00%		$50.00
38	RCAP Apron Footing, 42"	2.00	EA	$2,000.00	$4,000.00	2.00		2.00		$4,000.00		$4,000.00	100.00%		$200.00
39	6" 11.25° DI MJ Bend	18.00	EA	$375.00	$6,750.00	11.00	3.00	14.00	$1,125.00	$5,250.00		$5,250.00	77.78%	$1,500.00	$262.50
40	6" 22.5° DI MJ Bend	9.00	EA	$370.00	$3,330.00	9.00	2.00	11.00	$740.00	$4,070.00		$4,070.00	122.22%	($740.00)	$203.50
41	6" 45° DI MJ Bend	12.00	EA	$382.00	$4,584.00	13.00		13.00		$4,966.00		$4,966.00	108.33%	($382.00)	$248.30
42	6"X4" DI MJ TEE	1.00	EA	$500.00	$500.00	1.00		1.00		$500.00		$500.00	100.00%		$25.00
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	0.80		0.80		$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	1.00		1.00		$850.00		$850.00	100.00%		$42.50
48	4" Gate Valve with Valve Box	1.00	EA	$710.00	$710.00	1.00		1.00		$710.00		$710.00	100.00%		$35.50
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	7.00	1.00	8.00	$12,700.00	$101,600.00		$101,600.00	100.00%		$5,080.00
51	Sanitary Manhole, SW-301, 72"Diameter	27.00	EA	$16,600.00	$448,200.00	26.00	1.00	27.00	$16,600.00	$448,200.00		$448,200.00	100.00%		$22,410.00
52	Sanitary Manhole, SW-301, >25'Deep, 72" Diameter	2.00	EA	$28,500.00	$57,000.00	2.00		2.00		$57,000.00		$57,000.00	100.00%		$2,850.00

CONTINUATION SHEET

AIA DOCUMENT G703

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: 13
APPLICATION DATE: 4/19/2022
PERIOD TO: 4/19/2022
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)
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	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	1.00		1.00		$10,600.00		$10,600.00	100.00%		$530.00
56	Outfall Headwall	1.00	EA	$30,000.00	$30,000.00	1.00		1.00		$30,000.00		$30,000.00	100.00%		$1,500.00
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	1.00		1.00		$4,500.00		$4,500.00	100.00%		$225.00
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	0.86		0.86		$3,870.00		$3,870.00	86.00%	$630.00	$193.50
66	Filter Sock, Installation, Maintanance,and Removal	7000.00	LF	$1.50	$10,500.00	524.00	824.00	1348.00	$1,236.00	$2,022.00		$2,022.00	19.26%	$8,478.00	$101.10
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	73.32	220.00	293.32	$13,200.00	$17,599.20		$17,599.20	79.71%	$4,480.80	$879.96
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	84.11		84.11		$5,046.60		$5,046.60	100.13%	($6.60)	$252.33
71	Rip-Rap, Class A, Storm Sewer	184.00	TON	$60.00	$11,040.00		174.09	174.09	$10,445.40	$10,445.40		$10,445.40	94.61%	$594.60	$522.27
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	0.81		0.81		$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	0.93		0.93		$93.00		$93.00	93.00%	$7.00	$4.65
78	Air Release Valve Station	4.00	EA	$16,000.00	$64,000.00	4.00		4.00		$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	100.00%		$0.00
80	Creek Crossing	3.00	EA	$25,000.00	$75,000.00	3.00		3.00		$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)	7.00		7.00		($19,432.00)		($19,432.00)	100.00%		($971.60)
83	12" Manhole Vent Change	1.00	EA	($4,552.02)	($4,552.02)	1.00		1.00		($4,552.02)		($4,552.02)	100.00%		($227.60)
84	Air Release Vent Change	4.00	EA	($2,287.10)	($9,148.40)	4.00		4.00		($9,148.40)		($9,148.40)	100.00%		($457.42)
85	Conshield Deduct	8.00	EA	($1,876.22)	($15,009.75)	8.00		8.00		($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	1.00		1.00		$8,039.93		$8,039.93	100.00%		$402.00
87															$0.00
84															$0.00
85															$0.00
86															$0.00
	GRAND TOTALS				$6,562,897.76				$194,965.13	$6,292,185.36	$0.00	$6,292,185.36	95.88%	$270,712.41	$314,609.27

Stored Material Summary

For (Contract):	WRRF Influent Trunk Sewer & Outfall Sewer								Application Number:		13
Application Period:	3/23/2022	to	4/19/2022						Application Dat	4/19/2022	
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	3/2022	$15,511.44	$0.00
	O011996		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	3/2022	$15,511.44	$0.00
	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	3/2022	$15,511.44	$0.00
	O034741		36 INCH SEWER PIPE	168	4/2021	$15,511.44		$15,511.44	3/2022	$15,511.44	$0.00
	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	3/2022	$15,511.44	$0.00
	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	$0.00
	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	$0.00
	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			0.00	$0.00							
42 INCH SEWER PIPE			0.00	$0.00							
			Totals			**$1,603,714.94**	**$0.00**	**$1,603,714.94**			**$0.00**

28							
Sanitary Sewer							10927.05
Structure	Point Number	Northing	Easting	Elevation	Description	Invert Out	Distance
1287	24	513721.20	1613707.27	809.36	Existing STR Center Flat-top	793.63	
1286	23	513642.90	1613787.21	808.66	Rim Not finished Grade	793.72	111.89
1285	25	513282.35	1613784.24	806.42	Rim Not finished Grade	794.09	360.57
1284	28	512787.21	1613786.05	819.28	Rim Not finished Grade	794.64	495.14
1283	29	512303.33	1613787.39	804.41	Rim Not finished Grade	795.18	483.88
1282	74	512212.00	1613834.22	806.75	Rim Not finished Grade	795.35	102.64
1281	75	512024.18	1614280.38	808.26	Rim Not finished Grade	795.76	484.08
1280	76	511577.46	1614497.94	808.46	Rim Not finished Grade	796.46	496.89
1279	77	511292.36	1614902.86	807.74	Rim Not finished Grade	797.02	495.22
1278	78	510797.20	1615012.95	811.55	Rim Not finished Grade	797.65	507.25
1277	79	510553.81	1615381.40	813.68	Rim Not finished Grade	798.06	441.58
1276	80	510191.15	1615569.62	814.19	Rim Not finished Grade	798.42	408.59
1275	81	509698.73	1615631.73	821.67	Rim Not finished Grade	798.98	496.32
1274	90	509392.98	1615708.67	833.65	Rim Not finished Grade	799.37	315.28
1273	89	509176.17	1615955.81	813.28	Rim Not finished Grade	799.82	328.76
1272	88	509014.80	1615954.06	812.84	Rim Not finished Grade	800.03	161.39
1271	87	508518.61	1615950.21	814.91	Rim Not finished Grade	800.64	496.20
1270	86	508020.07	1615949.15	817.27	Rim Not finished Grade	801.19	498.55
1269	85	507520.26	1615955.19	816.72	Rim Not finished Grade	801.74	499.84
1268	93	507024.15	1616010.19	816.90	Rim Not finished Grade	802.28	499.15
1267	94	506951.98	1616137.68	819.40	Rim Not finished Grade	802.92	146.49
1266	95	506662.28	1616333.46	821.05	Rim Not finished Grade	804.97	349.66
1265	96	506654.27	1616666.76	829.36	Rim Not finished Grade	806.96	333.40
1264	105	506434.59	1616894.72	830.03	Rim Not finished Grade	807.8	316.58
1263	104	506086.60	1616929.20	822.09	Rim Not finished Grade	808.58	349.69
1262	103	505915.52	1617250.45	826.46	Rim Not finished Grade	809.49	363.97
1261	102	505694.59	1617679.04	833.64	Rim Not finished Grade	810.66	482.18
1260	106	505585.42	1617680.67	830.32	Rim Not finished Grade	811.11	109.18
1259	107	505405.75	1617682.58	828.59	Rim Not finished Grade	811.61	179.68
1258						812.66	500.00
1257						812.96	113.00
1256						813.28	

8						
Outfall Sewer						3052.60
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	23	516081.58	1613438.30	802.12		498.01
1294	22	515643.79	1613672.78	799.44		496.63
1293	24	515560.93	1613671.85	798.90		82.87
1292	25	515262.81	1613669.47	803.34		298.13
						32.00

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
94	45 at 1266	506678.08	1616336.17	Top of Main	339.10
95	11-1-4at 1266	506664.49	1616378.09	Top of Main	44.07
96	45 at 1265	506664.98	1616679.12	Top of Main	301.03
97	45 at 1264	506438.53	1616907.33	Top of Main	321.49
98	45 at 1263	506084.17	1616944.79	Top of Main	356.33
99	11.25 ditch 1262-1263	505933.19	1617226.02	Top of Main	319.19
104	45 at 1261	505706.00	1617677.56	Top of Main	505.47
105	22.5 at 1261	505687.00	1617685.73	Top of Main	20.68
106	6x4 T hoover	505581.89	1617690.50	Top of Main	105.22
112	11.25 at 1259	505417.68	1617684.34	Top of Main	164.32
113	22.5 at 1259	505411.01	1617684.81	Top of Main	6.69
115	45 past 1259	505263.60	1617786.22	Top of Main	178.92
	11.25				

BRUENING

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #:	237680
Date:	02/8/22
Customer No:	39495
PO #:	Hired Trucks

DATE: 2 · 8 · 2022
VENDOR: 4022
JOB: 2107
COST CODE: 1000
COST CLASS: 2
G/L EXPENSE: 4010

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

TRX 44758

JOB # / PO # / Hired Trucks

S & S Quarry **MATERIAL** 3" CLEAN

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
02/2/22	436502	22.280	TON	13.750 E	306.35	6.950	154.85	0.00	461.20
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436503	20.070	TON	13.750 E	275.96	6.950	139.49	0.00	415.45
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436504	19.750	TON	13.750 E	271.56	6.950	137.26	0.00	408.82
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436505	19.790	TON	13.750 E	272.11	6.950	137.54	0.00	409.65
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436506	20.530	TON	13.750 E	282.29	6.950	142.68	0.00	424.97
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436507	20.080	TON	13.750 E	276.10	6.950	139.56	0.00	415.66
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436509	19.720	TON	13.750 E	271.15	6.950	137.05	0.00	408.20
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436510	22.130	TON	13.750 E	304.29	6.950	153.80	0.00	458.09
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436511	20.020	TON	13.750 E	275.28	6.950	139.14	0.00	414.42
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436512	18.990	TON	13.750 E	261.11	6.950	131.98	0.00	393.09
Comments: Indianola Truck Sewer Project-Hired Truc									
02/2/22	436513	19.780	TON	13.750 E	271.98	6.950	137.47	0.00	409.45
Comments: Indianola Truck Sewer Project-Hired Truc									
Total for 02/02/2022		**223.14**			**3,068.18**		**$1,550.82**	**$0.00**	**$4,619.00**
02/4/22	436528	19.750	TON	13.750 E	271.56	6.950	137.26	0.00	408.82
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436530	19.480	TON	13.750 E	267.85	6.950	135.39	0.00	403.24
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436531	19.940	TON	13.750 E	274.18	6.950	138.58	0.00	412.76
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436532	20.050	TON	13.750 E	275.69	6.950	139.35	0.00	415.04
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436533	20.030	TON	13.750 E	275.41	6.950	139.21	0.00	414.62
Comments: Indianola Truck Sewer Project-Hired Truc									

BRUENING

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #:	237680
Date:	02/8/22
Customer No:	39495
PO #:	Hired Trucks

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

JOB # / PO # / Hired Trucks - Continued

S & S Quarry **MATERIAL** 3" CLEAN - Continued

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
02/4/22	436535	23.380	TON	13.750 E	321.48	6.950	162.49	0.00	483.97
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436536	18.600	TON	13.750 E	255.75	6.950	129.27	0.00	385.02
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436538	18.660	TON	13.750 E	256.58	6.950	129.69	0.00	386.27
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436539	20.000	TON	13.750 E	275.00	6.950	139.00	0.00	414.00
Comments: Indianola Truck Sewer Project-Hired Truc									
02/4/22	436540	20.250	TON	13.750 E	278.44	6.950	140.74	0.00	419.18
Comments: Indianola Truck Sewer Project-Hired Truc									
Total for 02/04/2022		**200.14**			**2,751.94**		**$1,390.98**	**$0.00**	**$4,142.92**
Total Invoice:		**423.28**			**$5,820.12**		**$2,941.80**	**$0.00**	**$8,761.92**

Payment Type: On Account

30 Pay Terms Net 30th	**Total: 8,761.92**

BRUENING

BRUENING ROCK PRODUCTS IN

PO BOX 127

DECORAH IA 52101 US

(P) 563-382-2933

(F) 563-382-8375

INVOICE

Invoice #:	237681
Date:	02/8/22
Customer No:	39495
PO #:	Indianola Truck Sewe

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

JOB # / PO # / Indianola Truck Sewe

S & S Quarry **MATERIAL**3" CLEAN

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
02/2/22	436499	20.900	TON	13.750 E	287.38	6.950	145.26	0.00	432.64
Comments: Indianola Truck Sewer Project									
02/2/22	436501	21.110	TON	13.750 E	290.26	6.950	146.71	0.00	436.97
Comments: Indianola Truck Sewer Project									
02/2/22	436508	17.930	TON	13.750 E	246.54	6.950	124.61	0.00	371.15
Comments: Indianola Truck Sewer Project									
Total for 02/02/2022		**59.94**			**824.18**		**$416.58**	**$0.00**	**$1,240.76**
02/4/22	436525	17.340	TON	13.750 E	238.43	6.950	120.51	0.00	358.94
Comments: Indianola Truck Sewer Project									
02/4/22	436527	18.690	TON	13.750 E	256.99	6.950	129.90	0.00	386.89
Comments: Indianola Truck Sewer Project									
02/4/22	436534	19.800	TON	13.750 E	272.25	6.950	137.61	0.00	409.86
Comments: Indianola Truck Sewer Project									
Total for 02/04/2022		**55.83**			**767.67**		**$388.02**	**$0.00**	**$1,155.69**
Total Invoice:		**115.77**			**$1,591.85**		**$804.60**	**$0.00**	**$2,396.45**

- ☐ DATE: 2.8.2022
- ☐ VENDOR: 4022
- ☐ JOB: 2107
- ☐ COST CODE: 1000
- ☐ COST CLASS: 3
- ☐ G/L EXPENSE: 4010
- ☐ TRX #: 44759

Payment Type: On Account

30 Pay Terms Net 30th	**Total:**	**2,396.45**

BRUENING

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #:	237757
Date:	02/14/22
Customer No:	39495
PO #:	Hired Trucks

DATE: 2·14·2022
VENDOR: 4022
JOB: 2107
COST CODE: 1020
COST CLASS: 2
G/L EXPENSE: 4010
TRX #: 44844

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

JOB # / PO # / Hired Trucks

S & S Quarry **MATERIAL** 1" CLEAN

Date	Ticket #	Units	UM	Unit Price	Mat'l Total	HaulRate	Haul Total	Tax	Total
02/7/22	436554	19.040	TON	13.950 E	265.61	6.950	132.33	0.00	397.94
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436555	19.700	TON	13.950 E	274.82	6.950	136.92	0.00	411.74
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436575	20.500	TON	13.950 E	285.98	6.950	142.48	0.00	428.46
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436576	21.060	TON	13.950 E	293.79	6.950	146.37	0.00	440.16
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436592	19.310	TON	13.950 E	269.37	6.950	134.20	0.00	403.57
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436593	19.770	TON	13.950 E	275.79	6.950	137.40	0.00	413.19
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436598	19.620	TON	13.950 E	273.70	6.950	136.36	0.00	410.06
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436610	20.040	TON	13.950 E	279.56	6.950	139.28	0.00	418.84
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436611	19.850	TON	13.950 E	276.91	6.950	137.96	0.00	414.87
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436613	19.860	TON	13.950 E	277.05	6.950	138.03	0.00	415.08
Comments: Indianola Truck Sewer Project-Hired Truc									
02/7/22	436621	20.080	TON	13.950 E	280.12	6.950	139.56	0.00	419.68
Comments: Indianola Truck Sewer Project-Hired Truc									
Total for 02/07/2022		**218.83**			**3,052.70**		**$1,520.89**	**$0.00**	**$4,573.59**
02/8/22	436626	20.210	TON	13.950 E	281.93	6.950	140.46	0.00	422.39
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436627	19.570	TON	13.950 E	273.00	6.950	136.01	0.00	409.01
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436634	20.070	TON	13.950 E	279.98	6.950	139.49	0.00	419.47
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436640	19.350	TON	13.950 E	269.93	6.950	134.48	0.00	404.41
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436641	18.180	TON	13.950 E	253.61	6.950	126.35	0.00	379.96
Comments: Indianola Truck Sewer Project-Hired Truc									

BRUENING

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #:	237757
Date:	02/14/22
Customer No:	39495
PO #:	Hired Trucks

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
JOB # / PO # / Hired Trucks - Continued									
S & S Quarry				**MATERIAL** 1" CLEAN - Continued					
02/8/22	436651	19.970	TON	13.950 E	278.58	6.950	138.79	0.00	417.37
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436662	20.960	TON	13.950 E	292.39	6.950	145.67	0.00	438.06
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436663	21.400	TON	13.950 E	298.53	6.950	148.73	0.00	447.26
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436670	18.470	TON	13.950 E	257.66	6.950	128.37	0.00	386.03
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436676	19.350	TON	13.950 E	269.93	6.950	134.48	0.00	404.41
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436677	19.780	TON	13.950 E	275.93	6.950	137.47	0.00	413.40
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436685	19.630	TON	13.950 E	273.84	6.950	136.43	0.00	410.27
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436694	20.060	TON	13.950 E	279.84	6.950	139.42	0.00	419.26
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436695	20.500	TON	13.950 E	285.98	6.950	142.48	0.00	428.46
Comments: Indianola Truck Sewer Project-Hired Truc									
02/8/22	436697	19.960	TON	13.950 E	278.44	6.950	138.72	0.00	417.16
Comments: Indianola Truck Sewer Project-Hired Truc									
Total for 02/08/2022		**297.46**			**4,149.57**		**$2,067.35**	**$0.00**	**$6,216.92**
02/9/22	436703	19.790	TON	13.950 E	276.07	6.950	137.54	0.00	413.61
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436704	20.010	TON	13.950 E	279.14	6.950	139.07	0.00	418.21
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436705	19.960	TON	13.950 E	278.44	6.950	138.72	0.00	417.16
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436716	19.940	TON	13.950 E	278.16	6.950	138.58	0.00	416.74
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436717	20.590	TON	13.950 E	287.23	6.950	143.10	0.00	430.33
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436718	19.600	TON	13.950 E	273.42	6.950	136.22	0.00	409.64
Comments: Indianola Truck Sewer Project-Hired Truc									

BRUENING

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #:	237757
Date:	02/14/22
Customer No:	39495
PO #:	Hired Trucks

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
JOB # / PO # / Hired Trucks - Continued									
S & S Quarry				**MATERIAL** 1" CLEAN - Continued					
02/9/22	436729	19.750	TON	13.950 E	275.51	6.950	137.26	0.00	412.77
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436730	19.870	TON	13.950 E	277.19	6.950	138.10	0.00	415.29
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436731	19.690	TON	13.950 E	274.68	6.950	136.85	0.00	411.53
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436737	20.040	TON	13.950 E	279.56	6.950	139.28	0.00	418.84
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436738	20.090	TON	13.950 E	280.26	6.950	139.63	0.00	419.89
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436739	20.150	TON	13.950 E	281.09	6.950	140.04	0.00	421.13
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436745	19.810	TON	13.950 E	276.35	6.950	137.68	0.00	414.03
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436746	19.700	TON	13.950 E	274.82	6.950	136.92	0.00	411.74
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436747	19.460	TON	13.950 E	271.47	6.950	135.25	0.00	406.72
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436750	19.930	TON	13.950 E	278.02	6.950	138.51	0.00	416.53
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436751	19.700	TON	13.950 E	274.82	6.950	136.92	0.00	411.74
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436752	19.850	TON	13.950 E	276.91	6.950	137.96	0.00	414.87
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436753	19.660	TON	13.950 E	274.26	6.950	136.64	0.00	410.90
Comments: Indianola Truck Sewer Project-Hired Truc									
02/9/22	436756	20.370	TON	13.950 E	284.16	6.950	141.57	0.00	425.73
Comments: Indianola Truck Sewer Project-Hired Truc									
Total for 02/09/2022		**397.96**			**5,551.56**		**$2,765.84**	**$0.00**	**$8,317.40**
S & S Quarry				**MATERIAL** 3" CLEAN					
02/10/22	436758	20.070	TON	13.750 E	275.96	6.950	139.49	0.00	415.45
Comments: Indianola Truck Sewer Project-Hired Truc									

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #:	237757
Date:	02/14/22
Customer No:	39495
PO #:	Hired Trucks

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

JOB # / PO # / Hired Trucks - Continued

S & S Quarry **MATERIAL** 3" CLEAN - Continued

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
02/10/22	436759	20.520	TON	13.750 E	282.15	6.950	142.61	0.00	424.76
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436770	20.050	TON	13.750 E	275.69	6.950	139.35	0.00	415.04
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436771	20.250	TON	13.750 E	278.44	6.950	140.74	0.00	419.18
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436780	20.660	TON	13.750 E	284.08	6.950	143.59	0.00	427.67
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436781	20.840	TON	13.750 E	286.55	6.950	144.84	0.00	431.39
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436787	20.580	TON	13.750 E	282.98	6.950	143.03	0.00	426.01
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436788	20.340	TON	13.750 E	279.68	6.950	141.36	0.00	421.04
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436795	19.770	TON	13.750 E	271.84	6.950	137.40	0.00	409.24
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436796	20.060	TON	13.750 E	275.83	6.950	139.42	0.00	415.25
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436799	19.880	TON	13.750 E	273.35	6.950	138.17	0.00	411.52
Comments: Indianola Truck Sewer Project-Hired Truc									
02/10/22	436800	20.410	TON	13.750 E	280.64	6.950	141.85	0.00	422.49
Comments: Indianola Truck Sewer Project-Hired Truc									
Total for 02/10/2022		**243.43**			**3,347.19**		**$1,691.85**	**$0.00**	**$5,039.04**
Total Invoice:		**1,157.68**			**$16,101.02**		**$8,045.93**	**$0.00**	**$24,146.95**

Payment Type: On Account

30 Pay Terms Net 30th	**Total:**	**24,146.95**

BRUENING

BRUENING ROCK PRODUCTS IN(
PO BOX 127
DECORAH IA 52101 US
(P) 563-382-2933
(F) 563-382-8375

INVOICE

Invoice #: 238017
Date: 02/23/22
Customer No: 39495
PO #: Indianola Truck Sewe

DATE:
VENDOR: 4022
JOB: 2127
COST CODE: 1220
COST CLASS: 2
G/L EXPENSE: 4010
TRX #: 45012

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
JOB # / PO # / Indianola Truck Sewe									
S & S Quarry			**MATERIAL** 1" CLEAN						
02/15/22	436945	18.500	TON	13.950 E	258.08	6.950	128.58	0.00	386.66
Comments: Indianola Truck Sewer Project									
02/15/22	436966	19.890	TON	13.950 E	277.47	6.950	138.24	0.00	415.71
Comments: Indianola Truck Sewer Project									
02/15/22	436990	20.350	TON	13.950 E	283.88	6.950	141.43	0.00	425.31
Comments: Indianola Truck Sewer Project									
02/15/22	436991	20.100	TON	13.950 E	280.40	6.950	139.70	0.00	420.10
Comments: Indianola Truck Sewer Project									
02/15/22	436995	18.360	TON	13.950 E	256.12	6.950	127.60	0.00	383.72
Comments: Indianola Truck Sewer Project									
02/15/22	437007	20.280	TON	13.950 E	282.91	6.950	140.95	0.00	423.86
Comments: Indianola Truck Sewer Project									
02/15/22	437008	20.310	TON	13.950 E	283.32	6.950	141.15	0.00	424.47
Comments: Indianola Truck Sewer Project									
02/15/22	437011	18.240	TON	13.950 E	254.45	6.950	126.77	0.00	381.22
Comments: Indianola Truck Sewer Project									
02/15/22	437012	20.130	TON	13.950 E	280.81	6.950	139.90	0.00	420.71
Comments: Indianola Truck Sewer Project									
02/15/22	437019	20.120	TON	13.950 E	280.67	6.950	139.83	0.00	420.50
Comments: Indianola Truck Sewer Project									
02/15/22	437020	20.100	TON	13.950 E	280.40	6.950	139.70	0.00	420.10
Comments: Indianola Truck Sewer Project									
02/15/22	437021	19.710	TON	13.950 E	274.95	6.950	136.98	0.00	411.93
Comments: Indianola Truck Sewer Project									
02/15/22	437022	16.580	TON	13.950 E	231.29	6.950	115.23	0.00	346.52
Comments: Indianola Truck Sewer Project									
Total for 02/15/2022		**252.67**			**3,524.75**		**$1,756.06**	**$0.00**	**$5,280.81**
02/16/22	437024	19.020	TON	13.950 E	265.33	6.950	132.19	0.00	397.52
Comments: Indianola Truck Sewer Project									
02/16/22	437037	18.070	TON	13.950 E	252.08	6.950	125.59	0.00	377.67
Comments: Indianola Truck Sewer Project									
02/16/22	437054	18.710	TON	13.950 E	261.00	6.950	130.03	0.00	391.03
Comments: Indianola Truck Sewer Project									

BRUENING

BRUENING ROCK PRODUCTS IN(

PO BOX 127

DECORAH IA 52101 US

(P) 563-382-2933

(F) 563-382-8375

INVOICE

Invoice #:	238017
Date:	02/23/22
Customer No:	39495
PO #:	Indianola Truck Sewe

Sold To:

LANGMAN CONSTRUCTION CO
220 34TH AVE
ROCK ISLAND, IL 61201 US

Delivered To:

Date	Ticket #	Units	UM	Unit Price	Matl Total	HaulRate	Haul Total	Tax	Total
JOB # / PO # / Indianola Truck Sewe - Continued									
S & S Quarry				**MATERIAL** 1" CLEAN - Continued					
02/16/22	437069	17.010	TON	13.950 E	237.29	6.950	118.22	0.00	355.51
Comments: Indianola Truck Sewer Project									
02/16/22	437078	18.080	TON	13.950 E	252.22	6.950	125.66	0.00	377.88
Comments: Indianola Truck Sewer Project									
Total for 02/16/2022		**90.89**			**1,267.92**		**$631.69**	**$0.00**	**$1,899.61**
S & S Quarry				**MATERIAL** 3" CLEAN					
02/14/22	436888	21.220	TON	13.750 E	291.78	6.950	147.48	0.00	439.26
Comments: Indianola Truck Sewer Project									
02/14/22	436901	20.100	TON	13.750 E	276.38	6.950	139.70	0.00	416.08
Comments: Indianola Truck Sewer Project									
02/14/22	436914	21.280	TON	13.750 E	292.60	6.950	147.90	0.00	440.50
Comments: Indianola Truck Sewer Project									
02/14/22	436934	20.910	TON	13.750 E	287.51	6.950	145.32	0.00	432.83
Comments: Indianola Truck Sewer Project									
Total for 02/14/2022		**83.51**			**1,148.27**		**$580.40**	**$0.00**	**$1,728.67**
02/15/22	436959	20.480	TON	13.750 E	281.60	6.950	142.34	0.00	423.94
Comments: Indianola Truck Sewer Project									
02/15/22	436979	21.060	TON	13.750 E	289.58	6.950	146.37	0.00	435.95
Comments: Indianola Truck Sewer Project									
02/15/22	437004	20.710	TON	13.750 E	284.76	6.950	143.93	0.00	428.69
Comments: Indianola Truck Sewer Project									
02/15/22	437018	20.270	TON	13.750 E	278.71	6.950	140.88	0.00	419.59
Comments: Indianola Truck Sewer Project									
Total for 02/15/2022		**82.52**			**1,134.65**		**$573.52**	**$0.00**	**$1,708.17**
Total Invoice:		**509.59**			**$7,075.59**		**$3,541.67**	**$0.00**	**$10,617.26**

Payment Type: On Account

30 Pay Terms Net 30th	**Total:**	**10,617.26**

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Friday Night Live Concert Series

Introduction: The Indianola Chamber of Commerce is requesting to host the Friday Night Live Summer Concert Series at Memorial Park on June 10, June 24, and July 8, 2022, from 6:00 PM - 9:30 PM.

Background: The Parks and Recreation Commission approved the Chamber's use of Memorial Park and recommended the Council suspend the ordinance prohibiting alcohol sales at their meeting on December 8, 2021.

Discussion: Council is asked to consider approval of the event and noise permit applications, a resolution suspending enforcement of Indianola Code 47.01(11) regarding the sale and consumption of alcohol in city parks, and approval of the liquor licenses.

Budget Impact:

Recommendation:

Attachments: None

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Approval of a request from the Indianola Chamber of Commerce to hold the Friday Night Live Summer Concert Series a Memorial Park on June 10, June 24, and July 8 from 6 PM to 9:30 PM.

Introduction: Brenda Easter, Indianola Chamber of Commerce, has submitted the attached special event application.

Background: The Summer Concert Series is an annual event that brings approximately 500 people to the park for each concert.

Discussion: Set-up for the event will begin at 4 PM. The event will be over by 9:30 PM. The Chamber has also requested to close Memorial Park to traffic, as well as one block of E Euclid between the Aquatic Center parking area and North G Street. The Skate Park will also close at 5 PM for security reasons.

Budget Impact:

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

Attachments: 1. Friday Night Live 2022 Application

Event Details:

Event Name: Friday Night Live Concert Series

Event Sponsor(s): Indianola Chamber of Commerce

Event Type (Check all that apply): ☐ Parade ☐ Bike Ride/Race ☑ Concert

Running Event: Fun Run ☐ Timed Race ☐ Will trails/sidewalks be utilized? Yes ☐ No ☐

Other:

Date/Time of event: June 10, June 24 & July 8; 6 pm to 9:30 pm

Location of event: Memorial Park

Anticipated Attendance: 500 Per Day 1500 Total

Organization: Indianola Chamber of Commerce

Contact Name: Brenda Easter

Address: 111 N. Buxton, Ste. 117, Indianola, IA 50125

Telephone Number: 515-961-6269

Fax Number: 515-9753

Email address: brenda@indianolachamber.com

Today's Date: April 18, 2022

Please describe your request and event: See Attached.

Please describe what streets, trails or parks you are planning to close or use: See Attached.

Set Up Begins	Date All Dates	Time 4 pm	Day of Week Friday
Event Starts	Date All Dates	Time 6 pm	Day of week Friday
Event Ends	Date All Dates	Time 9:30 pm	Day of week Friday
Dismantle	Date All Dates	Time 9:30 pm	Day of week Friday

Please describe your safety plan including crowd control. The Indianola Police and Fire Departments will review your safety plans to determine if safety is adequate for the planned event. In reviewing the application, they will be looking at anticipated crowd size, demographics, entertainment, alcohol, prior history with this event or similar events and other criteria. Attach additional sheets if necessary.

See Attached.

Please describe your emergency/medical plan, including your communication procedures. Attach additional sheets if necessary.

See Attached.

Please describe your plan for clean up and removal of recyclable goods and garbage during and after your event.

See Attached.

Before submitting this application be sure to complete the following:

- [X] The event application is completely filled out
- [X] Map A attached – showing streets/trails/parks/lane closures, location of barrier/barricades, stages, platforms, parking, etc.
- [X] Map B attached – shows where vendors are expected to park vehicles off the Square
- [X] Street closure permit application if applicable, attached to application. Application is on website under "How Do I submit".
- [X] Noise permit application if applicable, attached to application. Application available on website under "How do I apply for noise permit".
- [X] Insurance certificate showing the City as an additional insured in the amount of $1,000,000 is attached to the application.

As the event sponsor(s) I have read through the rules and certify that our event abides by the rules and regulations set by the Indianola Iowa City Council.

Applicant Signature: Brenda Easter Date: 4-18-22

Thank you for your interest in holding a neighborhood or community event!

Return Application with attachments to:

City of Indianola

Attn: Event Applications

110 N 1st St PO Box 299
Indianola, Iowa 50125
email cityclerk@indianolaiowa.gov

City website indianolaiowa.gov

Friday Night Live Event Description:

The Indianola Chamber of Commerce respectfully requests the use of Memorial Park to host the annual Friday Night Live concert series. The concerts will be held June 10, 24 and July 8, 2022. This event invites families and friends to enjoy a night out in Indianola. Gates open at 6 p.m. and the concerts end at 9:30 p.m. We offer a beverage garden, food vendors, live music, free putt putt golf, and family fun for anyone in our community to enjoy. The cost for adults and children 11 years of age and over is $5. Children 10 and under are free. Parking is available in the Aquatic Center parking area, along nearby streets, and at the Simpson College baseball field parking lot.

Describe streets you are planning to close:

We intend to close Memorial Park, located at 602 N. G Street, as well as a one block of East Euclid Avenue between the Aquatic Center Parking area and North G Street. In addition, we intend to close the Skate Park on those evenings at 5 p.m. for security reasons. A sign will be posted on the three concert nights informing the public about the 5 p.m. Skate Park and Park closure.

Safety Plan and Crowd Control:

We contract with an off-duty Indianola police officer for safety and crowd control. We also utilize board members and volunteer businesses to monitor attendees during the evening. Individuals under the age of 18 must be accompanied by an adult at least 18 years of age. No outside coolers are allowed, unless medically necessary, which allows event managers to monitor the amount of alcohol sold to individuals.

The beverage garden is secured by tables to eliminate entry from all sides except in the designated entry area. All adults entering the beverage garden must show a valid driver's license and be of age. All of age participants are required to wear a wristband indicating of age. In addition, an of age person must be wearing a wristband to purchase and redeem drink tickets.

The park perimeter is secured by heavy brush, which prevents entrance into the event except at either the main gate located at the corner of G Street and Euclid Avenue or at the entrance located on the east side of the park. In addition, volunteers and board members watch entrances.

This is the seventh year we have hosted this event, and we have had no issues or out-of-control participants. We don't expect any issues this year as well.

Emergency/Medical Plan:

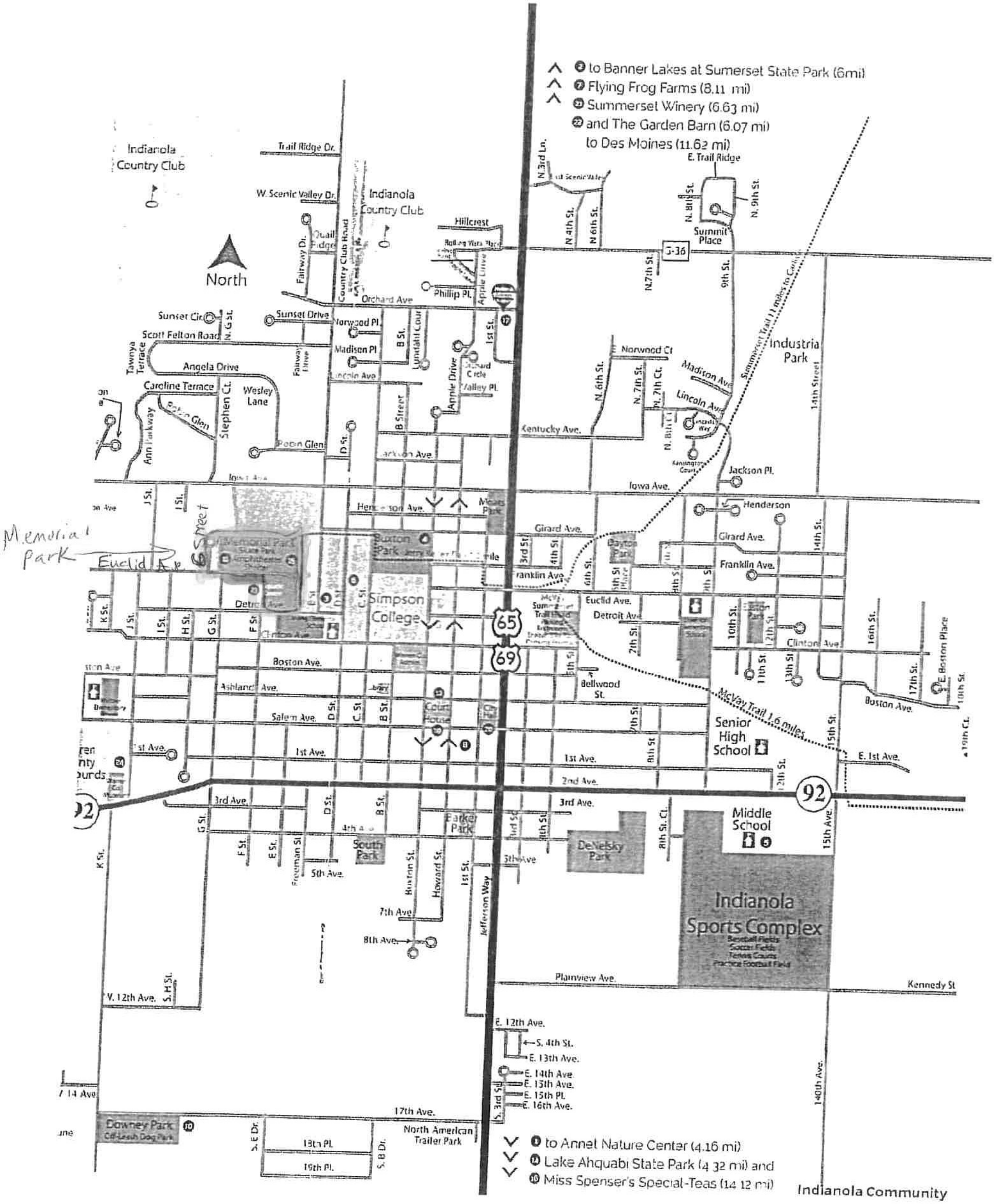
In the event of a medical emergency, event managers will call 911. In the event of severe weather, the concert will be cancelled, and the event managers will inform participants using a PA system if during an event an evacuation is necessary. Event managers will have a list of all necessary contacts, including local medical clinics to assist participants if needed.

Public Health Mitigation if necessary:

The Indianola Chamber will work with Warren County Public Health officials to monitor and ensure participants follow any public health restrictions that may be in place at the time of each concert, as well as follow CDC public health guidance.

Clean-up Plans:

TRM Disposal will be providing and removing waste containers for all three events. FFA students will be responsible for bottle and can disposal while board members will oversee clean up and tear down after the event has ended.



MAP A: B Vendors contained in shaded area.
Pink line indicates road closure.

APPLICATION FOR TEMPORARY STREET /OR LANE CLOSURE

CITY OF INDIANOLA EST. 1849

110 North 1st Street
Indianola, IA 50125
Phone #: 961-9430
Fax #: 961-9402

Check which applies:

- [x] STREET CLOSURE
- [ ] RIGHT-OF-WAY/LANE CLOSURE
- [ ] TRAILER/DUMPSTER/ STORAGE UNIT
- [ ] SIDEWALK CLOSURE

Applicant Details

Company Name: Indianola Chamber of Commerce
Application date: April 18, 2022

Company Address: 111 N. Buxton, Ste. 117, Indianola, IA 50125

Contact Name: Brenda Easter
Emergency Phone # *(After hours)*: 515-442-6838

Phone #: (515) 961-6269
Fax #: (515) 961-9753

Email Address: brenda@indianolachamber.com

Details for street or lane closure:

Exact Location: Euclid Ave. between the Aquatic Center parking area and the corner of North G Street

Check All that applies for this request:

- [ ] Utility Construction
- [ ] Sidewalk / Trail Construction
- [ ] Drainage Improvements
- [ ] Driveway Construction
- [ ] Pavement Repairs Maintenance
- [ ] Other
- [x] None of above

Provide details for request: We intend to close a small portion of Euclid Ave. between the Aquatic Center parking area and the corner of N. G Street to secure area.

Start date: 6/10, 6/24 & 7/8
End date: 6/10, 6/24 & 7/8

# of days needed: 1 day per concert
Including weekends: [ ] Yes [x] No

All Street and Lane Closures require a site map depicting the exact area to be closed, along with all applicable detour information and proposed signage in accordance with MUTCD guidelines.

Site map included: [x] Yes [ ] No
Detour route map included: [ ] Yes [ ] No

Hold Harmless Clause: The City shall not be liable to applicant's employees, agents, invitees, licensee, visitors, or to any other person, for injury to person or damage to property caused by the negligence or misconduct of user, its agents, servant or employees. The applicant agrees to indemnify and hold harmless the City from any loss, attorney's fees, and expenses or claims arising out of any such damage or injury. The City reserves the right to revoke this application at any time. I do herby agree to all terms and stipulations as listed in this application:

Requested By: Brenda Easter (Signature)
Brenda Easter (Print Name)

Office Use Only:	
Received By: ______	[ ] Approved [ ] Denied
Permit Number: ______	By: ______ (Signature) ______ (Date)
Payment Type: ______	
Permit Fee: ______	

A copy of this permit must always be kept on site during the street or lane closure.

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Approval of a noise permit application from the Indianola Chamber of Commerce for the Friday Night Live Concert Series at Memorial Park on June 10, June 24 and July 8.

Introduction: The Indianola Chamber of Commerce has applied for a noise permit from 6 PM to 9:30 PM during the Friday Night Live Concert Series.

Background:

Discussion: Council approval is necessary since this permit is for multiple days.

Budget Impact:

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

Attachments: 1. Friday Night Live Noise App 2022

City of Indianola

Noise Permit Application

Today's Date: April 18, 2022

Event Name: Friday Night Live Summer Concert Series

Date/Time/ Location of Event: June 10, June 24 & July 8; 6 pm to 9:30 pm; Memorial Park

Event Sponsor(s): Indianola Chamber of Commerce

Contact Information

Organization: Indianola Chamber of Commerce

Contact Name: Brenda Easter

Address: 111 N. Buxton, Ste. 117, Indianola, IA 50125

Telephone Number: 515-961-6269 Cell Phone: 515-442-6838

Email Address: brenda@indianolachamber.com

Anticipated Attendance: 500 Per Day 1500 Total

Event Information:

Event Starts: Date: 6/10, 6/24 & 7/8 Time: 6 pm Day of Week: Friday

Event Ends: Date: Same Time: 9:30 pm Day of Week: Friday

Previous Event Information:

Date of Event:________ Time of Event:________

Please provide a map showing the event location and location of band/music, please specify:

X Band ________ DJ ________ Other (please specify)

Applicant Signature: Brenda Easter

Office Use Only:

Date Received in office:________________

Return completed noise application to:

City of Indianola
Attn: Noise Permit Application

110 N 1st Street

PO Box 299

Indianola, Iowa 50125

Email: cityclerk@indianolaiowa.gov

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Resolution suspending enforcement of Indianola Code 47.01(11) regarding the sale of beer and wine coolers in city parks for the Friday Night Live Summer Concert Series as requested by the Indianola Chamber of Commerce.

Recommendation: Roll call is in order.

Attachments: 1. Resolution 2022- suspending enforcement-Friday night Live

RESOLUTION NO. 2022-

RESOLUTION SUSPENDING ENFORCEMENT OF INDIANOLA CODE § 47.01(11) REGARDING THE SALE AND CONSUMPTION OF ALCOHOL IN CITY PARKS FOR THE FRIDAY NIGHT LIVE CONCERT SERIES IN MEMORIAL PARK

WHEREAS, the Indianola Chamber of Commerce intends to hold a Friday Night Live Summer Concert Series at the Indianola Memorial Park; and

WHEREAS, said event is set to occur on Friday, June 10 and 24 and July 8, 2022 from 6:00 p.m. to 9:30 p.m. at Indianola Memorial Park, in the City of Indianola; and

WHEREAS, the City has been notified of said event because the Indianola Chamber of Commerce will be selling alcoholic beverages to attendants at the event; and

WHEREAS, the Indianola Chamber of Commerce has applied for a Class B liquor license with outdoor sales privileges through the State of Iowa to sell alcoholic beverages at Indianola Memorial Park; and

WHEREAS, alcoholic beverages for the Friday Night Live Concert Series will be served in accordance with the authorization by the State of Iowa; and

WHEREAS, Indianola Code Section 47.01(11) governing alcoholic beverages in parks reads: “No person shall bring within, sell, give away or drink alcoholic beverages, except beer, at any time in the park, or be under the influence of intoxicating liquor or a controlled substance while in any park;” and

WHEREAS, the City staff and City Attorney have determined that the Indianola Chamber of Commerce has applied for a Class B liquor license with outdoor sales privileges; and

WHEREAS, the Indianola Chamber of Commerce will be required to comply with all other requirements of the Municipal Code of the City for the event along with the terms of the Class B liquor license with outdoor sales privileges issued by the State.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the City of Indianola hereby acknowledges receipt of notification of the Friday Night Live Summer Concert Series on Friday, June 10 and 24, July 8, 2022, confirms that enforcement of Indianola Code Section 47.01(11) will be temporarily suspended from 6:00 p.m. – 9:30 p.m. for the Friday Night Live Concert Series, and confirms that the Class B liquor license with outdoor sales privileges to be obtained for said event is hereby approved. The permit will be sent to the State of Iowa to be issued to the Indianola Chamber of Commerce.

BE IT FURTHER RESOLVED that all participants and sponsors of said event shall be required to comply with all other requirements of the Municipal Code of the City, but that enforcement of the prohibition on the sale, use, and consumption of wine in the park is hereby waived.

Dated this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Approval of a Class B liquor license with outdoor sales privileges for the Indianola Chamber of Commerce at Memorial Park.

Introduction: The Chamber has applied for three temporary liquor licenses in order to sell alcohol at each concert.

Background:

Discussion: The license is a Class B permit with outdoor sales privileges.

Budget Impact:

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

From: Courtney Silliman, HR Director

Date: May 2, 2022

Subject: Resolution approving health insurance benefits for the employees of the City of Indianola.

Introduction:

Background: Health Insurance
The City of Indianola and IMU run on a fiscal year benefit plan year (July 1 – June 30). We currently have a qualified high deductible health plan with a health savings account (HSA). Our deductibles are $2,800.00 for single and $5,400.00 for all other tiers (Employee+Spouse, Employee+Child(ren), Family). Qualified high deductible health plans with an HSA option are governed by the IRS but the plan requires no changes for the FY23 plan year, see Exhibit A.

City and IMU administrative staff worked with our broker, Holmes Murphy, on health insurance renewals for FY23. Attached as Exhibit B is the renewal comparison. Overall, a strong renewal because employees have been mindful consumers of the health plan. The fixed costs have increased by 5.3% with no increase to expected claims for an overall 1.2% total expected cost increase. Due to reserves and FY22 projections, the City and IMU administrative staff recommend the City remain with Wellmark for the new benefit plan year with no changes to current employee contribution rates. Total premium rates will decrease in an effort to reduce the funds in reserve. The new rates will be: Single: $664.87, Employee+Spouse: $1235.29, Employee +Child(ren): $1103.62, Family: $1810.32. Due to the decrease in funding rates, employee contributions will be 13% of the total premium as outlined in the Council Policy.

Jointly, City and IMU administrative staff reviewed and recommend implementing the following:

- One-time increase to annual employer HSA contribution from $1,200.00 to $2,400.00 to spend down reserve balance per enrolled employee.
- Reduce funding level to the 25th percentile. This will reduce the amount being put into the fund by the City and IMU, but employee contributions will remain flat.

Dental
Our current dental plan is with Mutual of Omaha. The City and IMU administrative staff recommend we renew with Mutual of Omaha, no rate increase as the City and IMU are in year two of two-year rate guarantee for FY23 plan year, see Exhibit C. No plan design changes.

Vision
Our current vision plan is through Avesis. Avesis provided a renewal with no rate increase as the City and IMU are in year two of a two-year rate guarantee. Staff is recommending we renew as is with Avesis for the FY23 plan year, see Exhibit D. No plan design changes.

Other
The City and IMU have Mutual of Omaha for life and disability coverage. Mutual of Omaha provided a one-year rate guarantee with no increase in rates, see Exhibits E & F. In addition, no increase to short-term and long-term disability coverage, see Exhibits G & H. Staff recommends we renew with Mutual of Omaha for life, disability, short-term and long- term benefits for the FY23 plan year.

Discussion:

Budget Impact:

Recommendation: Roll call is in order.

Attachments:
1. Resolution_Benefits for 2022-23_City Council 05.02.22
2. 2022 Insurance Renewals

RESOLUTION NO. 2022-707

RESOLUTION APPROVING HEALTH INSURANCE BENEFITS FOR THE EMPLOYEES OF THE CITY OF INDIANOLA

WHEREAS, the City of Indianola, Iowa, offers a comprehensive benefits package, which includes medical, dental, vision, short-term disability, long-term disability and life insurance; and

WHEREAS, working through its insurance broker, the City and IMU, reviewed different insurance plan options and discussed with the City Council and Board of Trustees; and

WHEREAS, upon direction from the City Council and Board of Trustees, the City of Indianola, Iowa will renew the qualified high deductible health plan with a health savings account plan and appropriate renewals for dental, vision, short term disability, long term disability and life insurance ("Plans") are recommended; and

WHEREAS, the Plans and costs for each are attached as Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F, Exhibit G, Exhibit H, Exhibit I, and Exhibit J;

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

1. The City Council of the City of Indianola, Iowa approve the health insurance plans and premiums presented; and
2. The Mayor or City Manager are authorized to execute the necessary documents, as may be required by the insurance companies.

PASSED this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

City of Indianola
Medical Plan Design
Effective July 1, 2022

	Wellmark BCBS $2,800 QHDHP Current	
BENEFIT OVERVIEW	**In-Network**	**Out-of-Network**
Deductible	Embedded	
Single	$2,800	$2,850
Family	$5,400	$5,700
Coinsurance	100% / 0%	80% / 20%
Out of Pocket Maximum		
Single	$2,800	$3,350
Family	$5,400	$6,700
Lifetime Maximum	Unlimited	Unlimited
BENEFIT HIGHLIGHTS		
Office Visits		
Physician	Deductible	Deductible, 20%
Specialist	Deductible	Deductible, 20%
Preventive Services	Paid In Full	Deductible, 20%
Hospital Services		
Inpatient/Outpatient	Deductible	Deductible, 20%
Urgent Care	Deductible	Deductible, 20%
Emergency Room	Deductible	Deductible
Mental Health / Substance Abuse		
Inpatient/Outpatient	Deductible	Deductible, 20%
Prescription Drugs	Blue Rx Value Plus	
Retail	Deductible	
Mail Order	Deductible	

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

Exhibit A

Council Directed	
Wellmark BCBS	
$2,800 QHDHP	
Renewal	
In-Network	**Out-of-Network**
Embedded	
$2,800	$2,850
$5,400	$5,700
100% / 0%	80% / 20%
$2,800	$3,350
$5,400	$6,700
Unlimited	Unlimited
Deductible	Deductible, 20%
Deductible	Deductible, 20%
Paid In Full	Deductible, 20%
Deductible	Deductible, 20%
Deductible	Deductible, 20%
Deductible	Deductible
Deductible	Deductible, 20%
Blue Rx Value Plus	
Deductible	
Deductible	

Signature Date

Exhibit B

City of Indianola

Medical & Rx Insurance Renewal / Comparison

Effective July 1, 2022

			Council Directed
Admin		**Wellmark**	**Wellmark**
Stop Loss		**Wellmark**	**Wellmark**
		Current	**Renewal**
		$2,800 QHDHP	$2,800 QHDHP
ADMINISTRATION (fixed) COSTS		**OBS #274859-23/274859-28**	**OBS #274859-29/274859-31**
- Medical, PBM & COBRA	108	$45.64	$47.18
- Network Access Fee	108	$6.95	$6.95
- Broker Fee	108	$20.00	$20.00
Administrative Total Per Person		$72.59	$74.13
Monthly Administrative Costs		**$7,840**	**$8,006**
Annual Administrative Costs		**$94,077**	**$96,072**
SPECIFIC STOP LOSS			
Specific Deductible		$75,000	$75,000
Contract Type		60/12	60/12
SPECIFIC PREMIUM			
- Single	39	$224.20	$238.76
- Employee + Spouse	17	$224.20	$238.76
- Employee + Child(ren)	11	$224.20	$238.76
- Family	41	$224.20	$238.76
Monthly Specific Premium	**108**	**$24,214**	**$25,786**
Annual Specific Premium	**108**	**$290,563**	**$309,433**
AGGREGATE STOP LOSS			
AGGREGATE PREMIUM			
Risk Corridor		125%	125%
Per employee per month	108	$8.39	$8.39
Monthly Aggregate Premium		$906	$906
Annual Aggregate Premium		**$10,873**	**$10,873**
Total Annual Stop Loss Costs		**$301,437**	**$320,306**
Total Annual Fixed Costs		**$395,513**	**$416,379**
VARIABLE COSTS			
AGGREGATE FACTORS			
Contract Type		48/12	60/12
EXPECTED CLAIMS			
- Single	39	$496.34	$496.33
- Employee + Spouse	17	$1,016.50	$1,016.49
- Employee + Child(ren)	11	$939.58	$939.56
- Family	41	$1,523.27	$1,523.24
MAXIMUM CLAIMS			
- Single	39	$620.42	$620.42
- Employee + Spouse	17	$1,270.62	$1,270.62
- Employee + Child(ren)	11	$1,174.46	$1,174.46
- Family	41	$1,904.07	$1,904.07
Annual Expected Claims		**$1,313,127**	**$1,313,102**
Est. Aggregate Attachment Point		**$1,641,394**	**$1,641,394**
TOTAL COSTS			
ACCRUAL RATES			
EXPECTED COSTS			
- Single	39	$639.67	$653.72
- Employee + Spouse	17	$1,310.04	$1,338.82
- Employee + Child(ren)	11	$1,210.90	$1,237.49
- Family	41	$1,963.15	$2,006.27
MAXIMUM COSTS			
- Single	39	$763.75	$777.81
- Employee + Spouse	17	$1,564.16	$1,592.95
- Employee + Child(ren)	11	$1,445.78	$1,472.39
- Family	41	$2,343.95	$2,387.10
TOTALS		**Current**	**Renewal**
Total Annulized Expected Costs		**$1,708,640**	**$1,729,481**
Total Annualized Maximum Costs		**$2,036,907**	**$2,057,773**
Percent Change to Current			
Reinsurance			**6.3%**
Fixed Costs			**5.3%**
Expected Claims			**0.0%**
Expected Costs			**1.2%**
Maximum Costs			**1.0%**

The above analysis is for illustrative purposes only. Please refer to contract and/or proposal for details. Final rates are determined by many variables. See Disclosures Page for further details. Confidential & Proprietary

Signature

Date

Exhibit C

City of Indianola

Voluntary Dental Insurance Renewal

Effective July 1, 2022

		Council Directed				
		Mutual of Omaha		**Delta Dental of Iowa**		
		Current/Renewal		**Option 1**		
AM Best Rating		**A+**		**A**		
PROVISIONS		**In-Network**	**Out-of-Network**	**PPO**	**Premier**	**OON**
Deductible		95th U&C			N/A	
- Individual		$50	$75	$25	$50	$75
- Family		$150	$225	$75	$150	$225
Annual Maximum		$1,500			$1,500	
Orthodontia Lifetime Maximum		$1,500			$1,500	
BENEFITS						
Preventive (deductible waived)		100%	80%	100%	100%	60%
Exams, cleanings, x-rays						
Fluoride (19), space maintainers (15)						
Basic Services		80%	50%	90%	80%	50%
Cavity repair, extractions, general anesthesia						
Restoration, general surgery						
Major Services		50%	50%	50%	50%	40%
Endodontic services, periodontal services						
High cost restorations (crowns)						
Orthodontic Services		50%	50%	50%	50%	50%
ELIGIBILITY/ENROLLMENT PROVISIONS						
- Annual Open Enrollment		Included			Included	
- Timely Entrant Waiting Period		12 Months			N/A	
- Carryover		None			None	
- Dependent Age Limit		26			26	
- Orthodontia Age Limit		19			19	
RATES		**Current**	**Renewal**		**Proposed**	
Employee Only	37	$26.19	$26.19		$33.96	
Employee + Spouse	12	$54.76	$54.76		$63.46	
Employee + Child(ren)	8	$65.28	$65.28		$81.40	
Family	41	$101.10	$101.10		$130.88	
Monthly	**98**	**$6,293.49**	**$6,293.49**		**$8,035.32**	
Annual		**$75,521.88**	**$75,521.88**		**$96,423.84**	
Rate Change			**0.0%**		**27.68%**	
Rate Guarantee			**7/1/2023**		**7/1/2023**	

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

Signature Date

Exhibit D

City of Indianola

Voluntary Vision Insurance Renewal

Effective July 1, 2022

		Council Directed	
		Avesis	
		Current/Renewal	
AM Best Rating		A+	
BENEFITS		**In-Network**	**Out-of-Network**
- Exam Copay		$10 Copay	Up to $35
- Contact Lens Fitting and Evaluation		$25 Copay	See Below
- Materials Copay		$25 Copay	See Below
FRAME ALLOWANCE		$35 wholesale allowance up to $100	Up to $45
LENSE ALLOWANCE			
- Single Vision		100% after copay	Up to $25
- Bifocal		100% after copay	Up to $40
- Trifocal		100% after copay	Up to $50
- Lenticular		100% after copay	Up to $80
ELECTIVE CONTACT ALLOWANCE		Up to $110	Up to $110
FREQUENCY GUIDELINES			
- Examinations		12 Months	
- Frames		24 Months	
- Lenses		12 Months	
- Contacts		12 Months	
PREMIUMS		**Current**	**Renewal**
Employee	41	$6.71	$6.71
Employee/Spouse	15	$11.31	$11.31
Employee/Child(ren)	7	$12.45	$12.45
Family	43	$15.43	$15.43
Monthly	**106**	**$1,195.40**	**$1,195.40**
Annual		**$14,344.80**	**$14,344.80**
Percent Change			**0.0%**
Rate Guarantee			**7/1/2023**

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

Signature Date

Exhibit E

HOLMES MURPHY

City of Indianola

Life and AD&D Insurance Renewal

Effective July 1, 2022

	Council Directed	
	Mutual of Omaha	
	Current/Renewal	
AM Best Rating	A+	
SCHEDULE OF BENEFITS		
Benefit Amount		
Class 1: Non Union	1x Salary up to $45,000 ($25,000 minimum)	
Class 2: Union	$15,000	
AD&D Benefits	Same as Basic Life Benefit for EE only	
DEPENDENT LIFE BENEFITS		
Class 1		
Spouse	$22,500	
Child(ren)	Birth to 6 months $1,000; 6 months to 19 or 26 $11,250	
Class 2		
Spouse	$7,500	
Child(ren)	Birth to 6 months $1,000; 6 months to 19 or 26 $3,750	
PLAN PROVISIONS		
Age Reduction #1	Reduced to 65% at Age 65	
Age Reduction #2	Reduced to 45% at Age 70	
Portability	Not Included	
Conversion	Included	
Accelerated Death Benefit	Included	
PREMIUMS	**Current**	**Renewal**
Covered Employees	117	117
Covered Dependents	23	23
Volume	$3,537,750	$3,537,750
Rates (per $1,000)		
Basic Life	$0.170	$0.170
AD&D	$0.020	$0.020
Dependent Life Rate *(per family unit)*	$3.00	$3.00
Monthly	**$741.17**	**$741.17**
Annual	**$8,894.07**	**$8,894.07**
Percent Change		**0.0%**
Rate Guarantee		**7/1/2024**

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

Signature Date

Exhibit F

HOLMES MURPHY.

City of Indianola

Voluntary Life/AD&D Benefit / Cost Analysis

Effective July 1, 2022

	Council Directed		
	Mutual of Omaha		
	Current/Renewal		
AM Best Rating	**A+**		
EMPLOYEE LIFE/AD&D BENEFITS			
Employee Increment	$10,000		
Employee Maximum	5x Salary up to $500,000		
Guarantee Issue	5x Salary up to $150,000		
DEPENDENT LIFE/AD&D BENEFITS			
Spouse Increment	$5,000		
Spouse Maximum	100% of Employee Benefit up to $250,000		
Spouse Guarantee Issue	100% of Employee Benefit up to $50,000		
Child(ren) Increment	$2,000		
Child(ren) Maximum	$10,000		
Child(ren) Guarantee Issue	$10,000		
PROVISIONS			
Age Reduction Schedule	65% at age 70		
	50% at age 75		
Portability/Conversion	Included		
Waiver of Premium	Included		
Accelerated Death Benefit	Included		
VOLUNTARY LIFE RATES (per $1,000)	**EE-Non Tobacco**	**EE-Tobacco**	**Spouse(1)**
0-24	$0.072	$0.108	$0.110
25-29	$0.083	$0.123	$0.092
30-34	$0.102	$0.153	$0.100
35-39	$0.141	$0.227	$0.138
40-44	$0.195	$0.343	$0.198
45-49	$0.312	$0.545	$0.310
50-54	$0.477	$0.919	$0.484
55-59	$0.779	$1.296	$0.742
60-64	$1.244	$1.937	$1.268
65-69	$2.184	$3.239	$2.167
70-74	$3.941	$5.693	$3.860
75 +	$7.980	$10.297	$7.732
AD&D Rate (per $1,000)	$0.069	$0.069	$0.073
Child(ren) Life Rate (per $1,000)	$0.337		
Child(ren) AD&D Rate (per $1,000)	$0.036		
Rate Guarantee	**7/1/2024**		

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

(1) Spouse rate based on employee age

Signature Date

Exhibit G

City of Indianola

Short Term Disability Insurance Renewal

Effective July 1, 2022

	Council Directed	
	Mutual of Omaha	
	Current/Renewal	
AM Best Rating	A+	
SCHEDULE OF BENEFITS		
Class Definition	All full-time employees (30 hr/week)	
Benefit Percentage	70% of weekly earnings	
Weekly Benefit	$1,000	
Weekly Minimum	$25	
Elimination Period (Accident/Illness)	7 days / 7 days	
Benefit Duration	25 Weeks	
Pre-Existing Condition Exclusion	None	
PLAN PROVISIONS		
FICA Match	Not Included	
W-2 Preparation	Included	
Partial Disability Coverage	Included	
Definition of Earnings	Annual Salary prior to disability	
PREMIUMS	**Current**	**Renewal**
Covered Lives	117	117
Volume	$98,963	$98,963
Rate (per $10/covered benefit)	$0.46	$0.46
Monthly	**$4,552**	**$4,552**
Annual	**$54,628**	**$54,628**
Percent Change		**0.0%**
Rate Guarantee		**7/1/2024**

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

Signature Date

Exhibit H

City of Indianola

Long Term Disability Renewal

Effective July 1, 2022

	Council Directed	
	Mutual of Omaha	
	Current/Renewal	
AM Best Rating	A+	
BENEFITS		
Elimination Period	180 days	
Maximum Benefit Period	RBD to SSNRA	
Benefit Percentage	60% of monthly earnings	
Minimum Benefit Amount	Greater of 10% or $100	
Maximum Benefit Amount	$5,000	
Social Security Integration	Primary and Family	
Own Occupation Period	3 Year Own Occ	
Survivor Benefit	3 Months	
Pre-existing Condition Limitation	3/12	
RATES	**Current**	**Renewal**
Volume	$659,347	$659,347
Rates (per $100/covered salary)	$0.26	$0.26
Monthly	**$1,714**	**$1,714**
Annual	**$20,572**	**$20,572**
Percent Change		**0.0%**
Rate Guarantee		**7/1/2024**

Note: This is a summary of benefits provided by the plans. Refer to the carrier's descriptive material for a full discussion of benefits and rates.

Signature Date

Exhibit I

City of Indianola
2022-2023 Insurance Premium Breakdown

	Employee Cost		Employer Costs	Total	COBRA	
Medical - $2,800 PPO	Monthly	Pay Period (24)	Monthly	Monthly	Monthly	ER Percent
Single	$84.26	$42.13	$580.61	$664.87	$678.17	87%
Employee/Spouse	$156.54	$78.27	$1,078.75	$1,235.29	$1,260.00	87%
Employee/Child(ren)	$139.86	$69.93	$963.76	$1,103.62	$1,125.69	87%
Family	$229.42	$114.71	$1,580.90	$1,810.32	$1,846.53	87%

	Employee Cost		Employer Costs	Total	COBRA	
Dental	Monthly	Pay Period (24)	Monthly	Monthly	Monthly	ER Percent
Single	$7.00	$3.50	$19.19	$26.19	$26.71	73%
Employee/Spouse	$20.00	$10.00	$34.76	$54.76	$55.86	63%
Employee/Child(ren)	$20.00	$10.00	$45.28	$65.28	$66.59	69%
Family	$20.00	$10.00	$81.10	$101.10	$103.12	80%

	Employee Cost		Employer Costs	Total	COBRA	
Vision	Monthly	Pay Period (24)	Monthly	Monthly	Monthly	ER Percent
Single	$2.00	$1.00	$4.71	$6.71	$6.84	70%
Employee/Spouse	$5.00	$2.50	$6.31	$11.31	$11.54	56%
Employee/Child(ren)	$5.00	$2.50	$7.45	$12.45	$12.70	60%
Family	$5.00	$2.50	$10.43	$15.43	$15.74	68%

2022 HSA Contribution: $2,400 per enrolled employee per year

Exhibit J

City of Indianola
Employee Contributions

	2021-2022 Plan Year				
	EE	SP	CH	FM	Total
AS $2800	40	17	12	41	110
	40	17	12	41	110

	2022-2023 Plan Year				
	EE	SP	CH	FM	Total
AS $2800	40	17	12	41	110
	40	17	12	41	110

	2021-2022 Plan Year Funding Rates			
	EE	SP	CH	FM
AS $2800	$702.26	$1,304.75	$1,165.68	$1,912.11
	$1,296.87			

	2022-2023 Plan Year Funding Rates			
	EE	SP	CH	FM
AS $2800	$664.87	$1,235.29	$1,103.62	$1,810.32
	$1,227.83	-5%		
	$0			

Set Funding Rates

Contrib Strat **Current**

Reset Formulas

	2021-2022 Plan Year EE Contribution			
	EE	SP	CH	FM
AS $2800	$84.26	$156.54	$139.86	$229.42
Total	$155.60	12.0%		
Wellness	***$0.00***			
Smoker	***$0.00***			
Spouse	***$0.00***			

	2022-2023 Plan Year EE Contribution			
	EE	SP	CH	FM
AS $2800	$84.26	$156.54	$139.86	$229.42
	$155.60	12.7%		
Wellness	***$0.00***			
Smoker	***$0.00***			
Spouse	***$0.00***			

	2021-2022 Plan Year Employer Rates			
	EE	SP	CH	FM
AS $2800	$618.00	$1,148.21	$1,025.82	$1,682.69

	2022-2023 Plan Year Employer Rates			
	EE	SP	CH	FM
AS $2800	$580.61	$1,078.75	$963.76	$1,580.90

*Funding includes HSA contribution of $2,400 annually per employee

MEMORANDUM

To: Mayor and City Council

From: Courtney Silliman, HR Director

Date: May 2, 2022

Subject: Resolution authorizing a contract for a classification and compensation study.

Introduction:

Background:

Discussion: The City desires to complete a classification and compensation study.

Budget Impact: Budgeted $30,000 FY 23 budget. GovHR met all criteria as outlined in the request for proposals at an estimated cost of $25,500.00.

Recommendation: Approve the execution of a contract with GovHR for the classification and compensation study.

Roll call is in order.

Attachments:
1. GovHR_Indianola Class & Comp Proposal
2. Resolution app GovHR class_comp study 2022

CITY OF INDIANOLA, IOWA
Proposal for a Classification and Compensation Study
April 11, 2022

GovHR USA, LLC ("GovHR") is pleased to provide the City of Indianola with this proposal for a comprehensive Classification and Compensation Study, including a review of benefits, for approximately 150 employees in 45 positions in the organization. The Study will include an evaluation of the City's overall employee compensation and pay structure to assure both internal and external (marketplace) equity, and a job audit for each position to determine appropriate classification. The Study conducted by GovHR will ensure that an equitable compensation system is in place that is both fair and competitive, enabling the City to recruit and retain qualified employees. The system will also be fairly easy to administer in an organized and consistent fashion, as well as sustainable for years to come.

FIRM PROFILE

GovHR is a public management consulting firm serving municipal clients and other public-sector entities on a national basis. GovHR is led by Heidi Voorhees, President, and Joellen Cademartori, Chief Executive Officer. Our headquarters offices are at 630 Dundee Road, Suite 225, in Northbrook, Illinois. GovHR is a limited liability company and is a certified Female Business Enterprise in the State of Illinois, working exclusively in the public sector. The company was formed as Voorhees Associates in February 2009, and changed its name to GovHR USA in 2013.

PROJECT TEAM AND EXPERIENCE

Ms. Cademartori will serve as the Project Manager for Indianola's Classification and Compensation Study. Ms. Cademartori's contact information is:

Joellen Cademartori, Chief Executive Officer
GovHR USA, LLC
630 Dundee Road, Suite 225
Northbrook, IL 60062
jcademartori@govhrusa.com
Telephone 847-380-3238

Ms. Cademartori will be assisted by GovHR Senior Vice President Rachel Skaggs, Vice President Susan Brennan, Human Resource Specialist Alice Bieszczat and Human Resources Generalist Mysi Hall in study preparation, data gathering and employee interviews. Ms. Skaggs joined the firm in 2019, after having served as the City Manager of Princeton, Illinois. Ms. Bieszcat joined the firm in 2013. Together, Ms. Cademartori and Ms. Bieszcat have worked on the majority of the classification and compensation studies conducted by GovHR, and Ms. Skaggs has managed and/or assisted on more than 30 studies since joining the firm. Ms. Brennan is a former Library Director and has worked on several classification and compensation studies since joining GovHR. Ms. Hall has 24 years of local government experience, and has also assisted with several classification and compensation studies. Biographies for the Consultant Team are attached to this Proposal, and their client lists are available on our website at www.govhrusa.com.

FIRM EXPERIENCE

GovHR provides service to jurisdictions and agencies in a variety of contemporary issues, including management, financial, and human resources assistance. GovHR has conducted more than 80 classification and compensation studies within the past 9 years. Without fail, every pay plan recommended by GovHR has been successfully implemented by the client. A list of the firm's studies and a complete list of GovHR's clients is located on our website at www.govhrusa.com

REFERENCES

City of Dyersville, IA (2021)
Classification and Compensation Study
Mick J. Michel, City Administrator
563-875-7724
mmichel@cityofdyersville.com

Scott County, IA (2019)
Compensation Study - Elected Positions
Mary Thee, Assistant County Administrator/ HR Director
563-326-8611
Mary.Thee@scottcountyiowa.gov

City of Keokuk, IA
Classification and Compensation Study (2019/2020)
Contact: Cole O'Donnell, City Administrator
Email: codonnell@cityofkeokuk.org
Telephone: 319-524-2050 x 109

Town of Falmouth, Massachusetts
Classification and Compensation Study (2020/21)
Contact: Denise Coleman, Human Resources Director
508-495-7330
dcoleman@falmouthmass.us

Town of North Andover, Massachusetts
Classification and Compensation Study and Job Description Updates (2020)
Contact: Denise Casey, Deputy Town Manager
978-688-9516
dcasey@northandoverma.gov

GovHR is currently working on several classification and compensation studies for clients in Illinois, Massachusetts, Michigan, Minnesota, Vermont and West Virginia. These studies are in varying stages of completion, and the Consultant Team has the time required to complete this Study for the City of Indianola. We are happy to provide contact information for additional clients upon request.

WORK SUMMARY AND SCHEDULE

The City of Indianola would like a comprehensive review and update of its current classification and compensation system for its employees in approximately 45 positions in the organization. One of the purposes of the Study is an evaluation of the labor market, and the Study data will allow the City to better understand its competitive pay position and to determine its strengths and weakness relative to the comparable labor market.

To accomplish these objectives, GovHR will perform the following steps (listed in the order that the work will be performed). Please note, we have specified those areas where we will need the City's input/assistance.

Meetings, Salary and Benefits Survey, Job Analysis.
DELIVERABLE: Start Up Documents
DELIVERABLE: Job Analysis Questionnaire Form

- **Study preparation and project meeting (via telephone or video conference call).** Meet with City representatives to discuss study methods, review organization charts, personnel rules and regulations, and the current classification and pay plans. We will seek to determine problem areas, answer questions, and review the scope and schedule of work and the data and assistance GovHR will need from the City to accomplish this task. Prior to the meeting, GovHR will require copies of the organization charts for each department, all pay plans, the current personnel manual and any other relevant information related to salaries to make for a more productive initial meeting.

- **Establishing comparables**
  DELIVERABLE: Group of Comparable Communities

  The City has provided a list of possible comparable municipalities but would like the Consultant to determine the accuracy/comparability of the municipalities on this list. Working with City staff and using our broad-based cohort methodology, we will determine a logical survey sample of "like" municipalities that impact the compensation market for the City. In selecting public employers, we normally use criteria such as number of employees, population served, EAV, budget size, proximity, etc., the purpose of which is to select jurisdictions that are most comparable to Indianola.

- **Employee Kickoff Meeting (Project Manager)**

  Shortly after the initial project meeting with the City representatives, the Consultant will meet with employees virtually to explain the scope of the project and distribute Job Analysis Questionnaire (JAQ) forms. GovHR understands that many employees have not participated in this type of process before, and we take the time to carefully explain the purpose of the project to the employees and to answer any questions they may have. If any of the employees are not available when these first meetings are held, they can view a video presentation of the meeting. Employees will then be allowed two (2) weeks to complete the questionnaire. The questionnaires will also be reviewed by each employee's supervisor and returned to GovHR within three (3) weeks of distribution.

- **Prepare and send out salary and benefits surveys.**
  GovHR will design and send out the salary and benefits surveys (under City letterhead) to gather salary and benefits data for benchmark classifications in the comparable communities. To

accomplish this, the Project Manager will work with City representatives to select approximately 25 - 30 benchmark classifications from the City's 45 classifications covered in the Study. These classifications will be chosen on the criteria of those that are most common in all communities and that cover all the various pay grades in the City. In addition to job titles, brief position descriptions are included in the survey to make sure we are receiving salary and benefits data for "like" positions in the comparable communities.

Note: While GovHR will prepare all the materials to be sent out for the salary surveys, we have found that sending out the survey under the client's letterhead generates a better/faster response from the survey respondents than when it is sent out under our letterhead/name. In addition, the City *may* be asked to make one follow up contact to those municipalities and private sector companies that do not initially respond to the survey request.

- **Job evaluation analysis and establishment of job classification system (Consultant Team).** Upon return of the JAQs by the City, GovHR will perform the following:

  - Read each JAQ (up to 150) and corresponding Job Description (up to 45), in their entirety.
  - Personally interview at least one (1) employee (via Zoom) from each job classification to further understand the scope of their job.
  - Apply a measurement system of job evaluation factors, using nine (9) main factors used in our job evaluation instrument in order to evaluate the internal/comparable worth of each job classification. Upon completion of the job evaluation measurements, a new Classification Plan will be developed. It is important to emphasize that the job, not the qualifications or performance of the incumbents, is being evaluated. Part of this process will include the evaluation of current job titles and the recommendation for any changes to same, assuring that the job title and related recommended pay range matches what the employee is actually doing.

  Note: A formal job evaluation system, such as the one utilized by GovHR, is an attempt to objectify the reasons that jobs are compensated differently. Most compensation practitioners agree that three (3) basic factors are important in determining compensation. These are: (1) skills required; (2) responsibility; and (3) working conditions. The Equal Employment Opportunity Commission recognizes these three (3) basic factors, along with seniority and performance, as valid determinants of compensation. The nine (9) factors used by GovHR are essentially subdivisions of the first three (3) factors mentioned above. In addition, it is GovHR's practice that, under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), and the Age Discrimination of Employment Act (ADEA), it is illegal to discriminate in any aspect of employment. GovHR will not use discriminatory practices on the basis of race, color, religion, sex, national origin, disability, or age when performing a classification analysis. Decisions and recommendations will not be based on stereotypes or assumptions about the abilities, traits, or performance of individuals of a certain sex, race, age, religion, or ethnic group, or individuals with disabilities.

  - Based on the results of the job evaluation process outlined above, assign all classifications to skill levels.

  Note: Logical breaks in the continuum of points determine the skill levels used for determining the classification system. For example, skill level 1 might contain jobs that scored between 185 and 200 points, skill level 2 between 205 and 220 points, and so on.

  - Review the results of the job evaluation exercise with City representatives and revise as necessary.

II. Salary and Benefits Survey Analysis.

DELIVERABLE: Salary Survey Data
DELIVERABLE: Benefits Survey Data
DELIVERABLE: New Salary Schedules

The following steps will be included in this component of the Study:

- Tabulate, summarize, and analyze comparative compensation information obtained through the surveys. Our pay tabulations compare the City's salaries for the surveyed positions with the average minimum and the average maximum of the survey data for each surveyed class, when possible. Data is displayed for each jurisdiction on each class and summarized in an overall table. This data is analyzed to determine the percentage difference between the City's present pay for each class and the survey data.

  The Consultants will work with the City at the initial meeting to determine its policy with respect to compensation (i.e., 50^{th} percentile; 75^{th} percentile, etc.). Once this is determined, the Consultants will use the salary survey data to develop and recommend new salary schedules for the City's 45 classifications. This process will include a recommendation regarding how employees are inserted into the new plan and how they move through the proposed pay plan (either via a merit system or defined merit increment plan), with recommendations for a specific performance-oriented program with respect to salary advancement through the new salary ranges. The salary schedules will outline what the specific percentages are between ranges and grades. Note: GovHR always recommends that there be a merit component associated with the granting of wage adjustments and a recommendation for this will be included in the City's report.

- Tabulate, summarize, and analyze comparative benefit information obtained through the survey. GovHR will make suggestions and recommendations where the City's benefits are inconsistent with the survey group. (Note: Regarding health benefits, GovHR typically requests respondents to provide information regarding employee and employer contribution amounts and for a copy of their health summary, which is provided to the Client. If a more detailed analysis is desired, GovHR can provide this for an additional cost at our hourly rate.)

- GovHR will also review and compare the union contracts and terms for contract employees in the comparable communities, and will analyze up to 10 items (e.g., sick leave, vacation leave, tuition reimbursement, etc). The price for this is listed separately under Optional Services in the Cost Proposal below.

III. Progress Reports (via email and video/conference calls)

GovHR prides itself on our attention to and communication with our clients as the project proceeds. As such, GovHR will strive to maintain regular contact with the City's representative and to be available to address the Client's questions, concerns and needs.

GovHR will make regular progress reports to the City as requested, particularly at critical points in the Study. Additionally, the Project Manager will meet with the City representative and other key staff such as department heads to participate in a question-and-answer session and to review the results of the job evaluation exercise and the proposed new salary schedules.

IV. Draft and Final Report Preparation

DELIVERABLE: Draft and Final Report

A draft report will be prepared by the Consultants and sent electronically to the City that includes:

- an Executive Summary highlighting the overall scope of the Study and the general observations, outcomes and recommendations contained within the Report;
- a summary of all aspects of the Study, including recommendations, methods and guidelines for achieving the overall aspects of the Study as well as recommendations for annual maintenance and review of the new plans;
- pay range options that are consistent with the City's pay policy, outlining the pros and cons of each option;
- assignment of each position to an appropriate classification and pay grade based on internal equity and marketplace considerations;
- recommendations on keeping the plan current, equitable and up to date over the next ten years;
- an implementation plan and cost estimates of implementing the Study's findings and recommendations.

- Once the City representatives return review comments, a final report (one hard copy and one electronic copy for reproduction) will be prepared and sent to the City.

V. Presentation of Findings (Project Manager)

The Project Manager will make a presentation of findings to the City Council and other City Management detailing the final results of the Study. The final report will include a procedure manual and appropriate forms for Human Resources staff and/or supervisors to maintain the recommended classification and pay plan(s).

VI. Training

GovHR will provide the City with a manual on the use of the system and will train designated staff on the maintenance and upkeep of the classification and compensation plan.

VII. Job Description Updates (Optional)

GovHR will identify those job descriptions that require updating based upon information obtained during the employee interviews. We will provide the City with a template for updating the job descriptions that complies with applicable laws and best practices. Alternatively, GovHR will update the City's job descriptions for an additional fee. (See Optional Services).

PROPOSED PROJECT TIMELINE

GovHR is available to start this project within three weeks of acceptance of its proposal. A Study of this size would normally take approximately 90 - 120 days. We can work with the City on a shorter timeframe, if needed. This timetable below is contingent upon the timely response from the comparable governmental entities supplying the salary data, as well as the timely response of the City employees in returning the JAQs.

Following is a detailed breakdown of the work schedule:

- Week 1: Meet with City representatives to discuss Study methodology and expectations.
- Week 2: Prepare and distribute salary and benefits surveys to comparable public entities.
- Week 3: Meet with employees to hand out JAQs and explain the purpose of the Study and the process.
- Week 4 to 6: Return of JAQs and salary and benefits surveys.
- Week 7: Reading of JAQs and job descriptions; interview employees.
- Week 8 and 9: Analyze data; prepare new classification and compensation plans.
- Week 10: Send draft findings to the City.
- Week 11: Meet with key City representatives to review preliminary findings.
- Week 12: Prepare Draft Report and send to the City.
- Week 13: Get return comments from the City.
- Week 14: Prepare Final Report.
- Week 15: Present Report to the City Council and/or City Management.

GovHR is mindful of the Client's desire to have a finished quality product within a reasonable time after initiating a Study of this kind, and we pride ourselves in adhering to this timeframe. Our past clients will confirm our diligence in delivering our report and other deliverables on time.

COST PROPOSAL

We have proposed that the entire Study be conducted virtually due to the pandemic; however, if the City requests any in-person meetings and CDC and state guidelines indicate that it is safe and permissible to travel, GovHR will provide the City with an additional estimate for travel and related expenses. GovHR has conducted several virtual studies since the start of the pandemic, resulting in significant cost savings to our clients.

We estimate the fee for the entire study to be **$25,500** and will agree to complete the study for this **fixed fee of $25,500.** Payment will be due as follows: 40% of the professional fees ($10,200) will be due after the initial project meeting; 40% ($10,200) approximately 10 weeks after the project begins, upon the delivery of the preliminary findings, and the remaining 20% ($5,100) will be billed after the Study is completed. Invoices will be sent to the City and are payable within 30 days of receipt, after which a 2% monthly interest charge will accrue.

Study Phase Breakdown	**Hour Breakdown**	**Cost**
I. Meetings, Salary and Benefits Survey, Job Analysis		
Study preparation and project meeting (via video conference call)	2 hours	**$300**
Establishing comparables (public sector)	12 hours	**$1,800**
Employee kickoff meetings/distribute JAQs	2 hours	**$300**
Prepare and send out salary and benefits surveys	16 hours	**$2,400**

Job evaluation analysis and establishment of job classification system ➢ reading of up to 150 JAQs/45 JDs ➢ employee interviews via Zoom calls (Consultant Team) ➢ analyzing data and establishing classes ➢ assigning of skill levels ➢ review and evaluation of preliminary analysis with City representatives (via email and conference calls)	 10 hours 32 hours 12 hours 6 hours 6 hours	 **$1,500** **$4,800** **$1,800** **$900** **$900**
II. Salary and Benefits Survey Analysis		
Analyzing salary survey data	16 hours	**$2,400**
Analyzing benefits data	12 hours	**$1,800**
Establishing new salary schedules	16 hours	**$2,400**
III. Meetings with City representatives and Department Heads to Review Survey Data and Job Classifications (via conference calls)	6 hours	**$900**
IV. Draft and Final Report Preparation		
• Writing draft report	10 hours	**$1,500**
• Final report	6 hours	**$900**
V. Presentation of Findings to City Council and Management	2 hours	**$300**
VI. Training on Use of System	4 hours	**$600**
PROJECT HOUR AND COST TOTAL	**170 Hours**	**$25,500 Plus optional services below**

NOTE: If the City accepts our proposal for this project, GovHR will for one (1) year from the date of the signature of this agreement, provide support services at no additional cost. This will include any telephone communication necessary by the staff with regard to any questions concerning the report.

OPTIONAL SERVICES/EXPENSES:

Site Visits – If the City chooses to have the Consultants make any on-site visits (and CDC and State guidelines say it is safe to travel) for meetings, employee interviews and/or presentation of findings, there would be additional costs for consultant travel and related expenses.
Review of Union Contract Terms in Comparable Communities – GovHR will review and analyze up to 10 items in the City's contracts and compare them to the same items in the contracts of the comparable communities - $3,000 for each of the City's union contracts (i.e, if City has 2 union contracts, cost would be $6,000 to review up to 10 items in each of the comparable communities' contracts; $9,000 for 3 contracts, etc.)
Job Descriptions – Updates to existing job descriptions cost $200.00 each; new job descriptions, if needed, cost $300.00 each. The job descriptions are done after the rest of the Study is complete and are billed separately.
Additional Services – any additional services not covered in this Proposal and requested by the City will be billed at the rate of $150 an hour plus expenses.

CONCLUDING REMARKS

In closing, GovHR is a public-sector management consulting firm devoted to assisting only public-sector entities. We believe that the team assembled for conducting the proposed study for the City of Indianola is of the highest caliber and qualifications. GovHR appreciates your consideration of this proposal and looks forward to the opportunity to work with the City on this important project.

Sincerely,

Judith M. Schmittgens

Judith Schmittgens
Corporate Secretary and Compliance Manager

Joellen Cademartori

GovHR USA
GovTemps USA

Joellen Cademartori is the chief executive officer and co-owner of GovHR USA and has nearly 30 years of cumulative experience working in the public sector as a municipal leader, and in human resources and management consulting. Joellen's exceptional communication style has enabled her to develop and maintain strong relationships with her peers, elected and appointed officials, and related local government partners.

The public sector human resources and management projects Joellen has worked on have earned her respect in local governments across the country. Due to her commitment and dedication to local government, she is known an industry leader in executive recruiting, interim staffing, in addition to human resources and management consulting work.

Throughout her career, Joellen has been privileged to serve on numerous local, state and national committees. A personal and professional highlight for her was being on the International City/County Management Association (ICMA) Executive Board as a representative from the Northeast Region. Joellen regularly speaks in front of groups, and writes about a variety of local government topics, which include organizational analysis, generational diversity, succession planning, performance management, resume development and interviewing skills and techniques. She is dedicated to developing the next generation of managers and remains passionate about excellence in local government.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northeastern University, Boston, MA
- Bachelor of Economics, Worcester State College, MA
- Senior Executive institute, Leading, Education & Developing (LEAD) Program, University of Virginia, Weldon Cooper Center for Public Service

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Executive Recruiter Panel – Investing in the Next Generation of Leaders, NFBPA – Emerge 2020
- Re-Evaluating Your Employee Evaluation, MMA 2020
- Succession Planning for the Public Sector Webinar, NPELRA 2020
- What Does it Take – Landing Leadership Positions, ICMA 2019
- Achieving Your Leadership Potential Thinking Strategically About the Next Steps in Your Career, NFBPA 2019
- Succession Planning tips to Achieve Unity Through Diversity, MMA 2019
- Putting Your Best Foot Forward – Interview Skills for Women, including Posture, Presence and Bias, WCMA Women's Leadership Seminar 2018
- Tips for a Successful Recruitment Process – MMA 2018
- Hire Hard, Manage Easy – Tips for Getting the Best Employees, IPELRA 2018
- Achieving Your Leadership Potential: Thinking Strategically About the Next Steps in Your Career, LGHN 2018

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association (ICMA), Member
- ICMA – Task Force on Deputy/Assistant Managers 2017-2018, Current Member
- Illinois City and County Management Association (ILCMA), Current Member
- ICMA - Task Force on Women in the Profession 2012 – 2014, Member
- ICMA - Conference Planning Committee 2010 – 2011, Chair

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Evanston, IL
  - Director of Administrative Services 2009-2011
  - Director of Human Resources 2007-2009
- Catawba County, NC
  - Assistant County Manager 2004-2007
- Barnstable, MA
  - Assistant Town Manager 2000-2003
- Yarmouth, MA
  - Assistant Town Administrator 1993-2000
- Northborough, MA
  - Assistant Town Administrator 1992-1993
  - Acting Town Administrator 1991
  - Administrative Asst. to the Town Admin 1988-1990
- Holden, MA
  - Intern 1987

Click here to view full biography at GovHRusa.com

P: 847.380.3240 **www.govhrusa.com**

RACHEL SKAGGS

GovHR USA
GovTemps USA

Rachel Skaggs is a Senior Vice President with GovHR USA and has over 10 years of experience in local government management. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled multiple human resources functions.

Rachel Skaggs has over 10 years of experience in local government management in Illinois, including the Village of Montgomery, Village of Schaumburg and the City of Princeton. She has managed substantial capital and general budgets, developed utility policies, improved economic development initiatives, and handled all human resources tasks.

Rachel is a native of Walnut, Illinois and a graduate of Bureau Valley High School. She possesses a Master's Degree in Public Administration from Northern Illinois University in DeKalb, Illinois.

Rachel served as the City Manager for Princeton from 2015 – 2019. Princeton is an active City located two hours west of Chicago on Interstate 80. Princeton is unique in that it provides all their own city services including electric, water, sewer, garbage, cemeteries, and a city-owned hospital (one of two left in the State of Illinois). For a town of 7,800 people the City has a budget of over $25 million. The community is known for its significant historic buildings, with two downtown districts placed on the National Register of Historic Places. During Rachel's tenure for the City of Princeton she completed numerous projects, including creating utility policies, developing operating and capital budgets, streamlining human resource operations, consolidating utility billing, refinancing debt and successfully negotiating multiple union contracts.

Prior to her time with the City of Princeton, Rachel served as the management analyst for the Village of Schaumburg and for the Village of Montgomery. During her time as management analyst she was responsible for human resources tasks, capital improvement planning, budgets, special events, and community outreach.

Rachel is passionate about community engagement, diversity inclusion and volunteerism. Rachel has co-authored two articles that focus on women in government and the history behind the low number of women in executive level positions in local government. Throughout her tenure as a City Manager, Rachel developed committees and commissions to help lead the City forward and to increase community engagement and volunteerism. Rachel believes that cities and towns all over can succeed with community interaction, citizen involvement, diversity inclusion and trust.

PROFESSIONAL EDUCATION

- Master of Public Administration, Northern Illinois University
- Bachelor of Arts - English and Political Science, Northern Illinois University

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Presentation on Females in Local Government,
  ICMA Conference, Phoenix, Arizona (2012)
  The Legacy Project
  ILCMA
- Public Management Magazine article "Women Leading Government" co-authored with Heidi Voorhees
- Public Voices XIII No. 2. article "Advancing Women in Local Government: The Case in Illinois" co-authored with Dr. Kimberly Nelson

MEMBERSHIPS AND AFFILIATIONS

- International City and County Management Association
- Illinois City/County Management Association
- Illinois Public Employer Labor Relations Association
- The Legacy Project
- Princeton Rotary Club

PROFESSIONAL BACKGROUND

- City Manager, Princeton, IL — 2015 - 2019
- Management Analyst, Village of Schaumburg, IL — 2012 - 2015
- Management Analyst/HR Manager, Village of Montgomery, IL — 2009 - 2012

SUSAN BRENNAN

Susan Brennan is a Vice President at GovHR USA. She has over 21 years of experience as a leader in libraries. She has led strategic planning, productivity/efficiency studies and organizational change management initiatives for multiple organizations.

Ms. Brennan is known for her vision, leadership, problem solving skills and ability to achieve consensus within organizations. She is a skilled manager who is regularly called on for input into hiring decisions, personnel problems and union negotiations for the public sector.

For the past 14 years Brennan has led the Weston Public Library, regularly ranked among the top performing libraries in Massachusetts. During her tenure she founded the Weston Art and Innovation Center and secured $4.6 million dollars in town funding to renovate an historical building in town to house this new venture. Additionally, she secured $500,000 in town funding to create an archival vault for town records and directed the cataloging of over 3,000 linear feet of unique records.

She has served in multiple leadership positions for library organizations as President and Treasurer of the Minuteman Library Network, President of the Metrowest Regional Library System and Chair, Massachusetts Book Awards.

Prior to her career in libraries Brennan was a senior clinical researcher in neuropsychology at Mclean Hospital, a Harvard Medical School affiliated hospital. While there she developed software for spectroscopy analysis and conducted clinical studies for neurocognitive disorders.

Brennan holds a Masters in Library and Information Science from Simmons College. In her spare time she supports not for profit organizations that promote literacy. Throughout her career she has generously given her energies to mentoring students and young professionals.

PROFESSIONAL EDUCATION

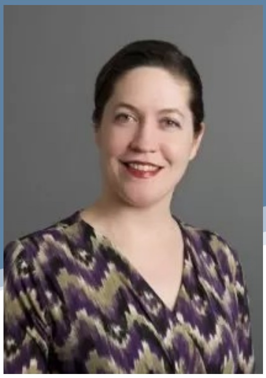
- Master of Library and Information Science, Simmons University, Boston, MA

MEMBERSHIPS AND AFFILIATIONS

- American Library Association

PROFESSIONAL BACKGROUND

- Founder, Weston Art and Innovation Center, Weston, MA — 2018 - Present
- Director, Weston Public Library, Weston, MA — 2004 - 2018
- Director, Medway Public Library, Medway, MA — 2000 - 2004
- Head of Technical Services, Reference Librarian, Westwood Public Library, Westwood, MA — 1997 - 2000
- Competitive Intelligence Consultant, Harvard Business School, Boston, MA — 1994 - 1996



ALICE BIESZCZAT

Alice Bieszczat is a Human Resources Specialist with GovHR USA, and brings over 20 years of experience spanning the private, non-profit and public sectors to the organization.

Ms. Bieszczat has provided human resources consulting services for both Voorhees Associates and the PAR Group, as well as non-profit consulting services for clients including the Ann & Robert H. Lurie Children's Hospital of Chicago, the North Shore Senior Center, Aurora Healthcare and the Archdiocese of Milwaukee. Her most recent consulting assignments for GovHR USA have included Classification and Compensation Studies in Wisconsin, Indiana, Iowa, Illinois, Massachusetts and Michigan.

Ms. Bieszczat also worked for the Chaddick Institute of Metropolitan Development at DePaul University. During her tenure there she helped implement programs advancing the field of urban planning and design review for municipalities in metropolitan Chicago. Her research on transportation innovations was published in the Transportation Research Journal and featured in national media such as the New York Times, Atlantic Cities and Planning Magazine. She has lectured on transportation innovations in conference, seminar and university settings. At Lurie Children's Hospital of Chicago, Ms. Bieszczat led the Foundation Gifts team in securing leadership gifts to support its community-based outreach programs and the construction of its new facility in downtown Chicago. Ms. Bieszczat began her career in telephony. As a Radio Frequency Engineer for Sprint Cellular and Alltel, she partnered with local maintenance technician teams to plan, design, implement and optimize cellular phone networks nationwide.

PROFESSIONAL EDUCATION

- Master's in Public Service Management, DePaul University, IL
- Bachelor of Science in Mathematics, DePaul University, IL

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Published research on transportation innovations in Transportation Research Journal and Transport Policy
- Lecturer on Transportation Innovations

PROFESSIONAL CONSULTING

- Aurora Healthcare and the Archdiocese of Milwaukee
- Ann & Robert H. Lurie Children's Hospital of Chicago
- North Shore Senior Center
- Logan Square Neighborhood Association

PROFESSIONAL BACKGROUND

More Than 20 Years of Experience in Private, Non-Profit and Public Sectors

• GovHR USA/Voorhees Associates 2008;	2012 – Present
• Chaddick Institute of Metropolitan Development at DePaul University, IL	2009 – 2012
• Lurie Children's Hospital of Chicago	2005 – 2008
• American Diabetes Association	2004 – 2005
• Accelerated Fundraising Solutions	2000 – 2003
• Sprint Cellular/Alltel	1996 – 2000

Mysi Hall

GovHR USA
GovTemps USA

Mysi Hall, MPA, PHR is the Communications and Human Resources Manager of GovHR USA. She joined in 2013 and has served a key role in internal human resources policies and procedures, benefits administration, risk management, payroll processing, interim staff placement and on-boarding, development of social media outreach, utilization of web-based tools, website maintenance, administrative assistance, event management, research and reporting.

Through her government and non-profit administration career, Mysi has acquired varied experience in coordination of public efforts, public policy, marketing, grant writing, fundraising, event planning, research, program evaluation and community development. She has extensive technical skills and knowledge in web based programs, database administration, html, desktop publishing, and reporting.

Mysi received her Bachelor's in Psychology with double minors in Urban Studies and Management from Wittenberg University (2003) and Master's in Public Administration (2005) from Northern Illinois University. As a graduate student, she served as an Administrative Intern for the Evanston City Management Office and as the Finance Graduate Intern for the City of Aurora, Illinois. Mysi is currently studying the Juris Doctorate program at Chicago-Kent Law School with a concentration in Employment and Labor Law.

After graduating from NIU, Mysi accepted a position with the Village of Huntley as a Management Assistant, where she worked in Public Information, Planning and Transportation, Project Management, and Special Events. After leaving the Village of Huntley in early 2007, Mysi served as a Development Associate for Family Alliance, Inc., a non-profit day center for seniors. From 2008-2011, Mysi served as the Continuing Medical Education Manager for the AADEP, a non-profit professional association for disability evaluating physicians. In 2011, Mysi co-founded CitySquare Solutions, a public administration and technology consulting services firm. Additionally, Mysi achieved Professional Human Resources (PHR) Certification in April 2017.

Mysi is currently President for the Legacy Project, an organization dedicated to the advancement of women in local government.

PROFESSIONAL EDUCATION

- Master's degree in Public Administration, Northern Illinois University, IL
- Bachelor of Arts degree in Psychology with double minor in Urban Studies and Management, Wittenberg University, OH
- Professional Human Resources (PHR) Certification

PROFESSIONAL DEVELOPMENT AND SPEAKING ENGAGEMENTS

- Succession Planning, Panelist – IAMMA, 2017
- Recruiting in the Digital Age, HR Association of Oakbrook, 2017
- Girl Power: Empowering Women in Leadership, Panelist - IAPD, 2019

MEMBERSHIPS AND AFFILIATIONS

- Legacy Project, Board Member (2018-Present)
- Legacy Project, Communications Committee Chair (2015-2020)
- Legacy Project, Professional Development Committee Chair (2021-Present)
- Illinois Search and Staffing Association, Member
- SHRM, Member
- Former, IAMMA Member
- Former, ILCMA Member

PROFESSIONAL BACKGROUND

24 Years of Local Government Leadership and Management

- Public Admin and Technology Consultant, Founder CitySquare Solutions, 2011-2016
- Education Manager, American Academy of Disability Evaluating Physicians 2008-2010
- Development Associate, Family Alliance, Inc, Senior Services Center, 2007-2008
- Management Assistant, Village of Huntley, IL 2006-2007
- Graduate Finance Intern, City of Aurora, IL 2004-2005
- Manager's Office Intern, City of Evanston, IL 2003-2004
- Manager's Office Intern, City of Springfield, OH 2000-2003

Click here to view full biography at GovHRusa.com

P: 847.380.3240 www.govhrusa.com

City of Indianola

RESOLUTION NO 2022-712

RESOLUTION AUTHORIZING A CONTRACT FOR A CLASSIFICATION AND COMPENSATION STUDY

WHEREAS, the City of Indianola desires to complete a classification and compensation study ("Study"); and

WHEREAS, with the adoption of the Fiscal Year 23 budget, $30,000 was budgeted for the Study; and

WHEREAS, the City of Indianola underwent a bidding process, reviewing proposals received, and contacting listed references; and

WHEREAS, GovHR met all criteria as outlined in the request for proposals at an estimated cost of $25,500.00.

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

a. the proposal from GovHR in the amount of $25,500.00 is hereby approved and
b. the Mayor and City Clerk are hereby authorized and directed to execute a contract with GovHR for the classification and compensation study.

PASSED AND APPROVED this 2nd day of May 2022.

____

Stephanie Erickson, Mayor

ATTEST:

____

Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Courtney Silliman, HR Director

Date: May 2, 2022

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

Introduction: As you know, negotiations have taken place for the police officers' collective bargaining agreement. Below is a summary of the main items contained within and aligned with the comparables approved by the council as part of this process. Attached are the resolution and the contract approved by the negotiating unit.

Background:

- 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."
- 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.
- 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.
- Article 11 – Insurance – No change to employee contribution and the Police Department will appoint a Union steward to attend any engagement meetings concerning insurance.
- 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.
- Article 18 – Uniform – Increasing the uniform allowance to $800.
- 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. Resolution Approving Police Unit Contract_07.01.22-06.30.25
2. Teamsters PD Contract_Final

RESOLUTION NO. 2022-738

RESOLUTION APPROVING THE LABOR CONTRACT 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 Labor Contract between the City of Indianola and the International Brotherhood of Teamsters, Local Union 238 and the Police Unit; and

WHEREAS, said attached contract 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 contract has been approved by said memberships.

WHEREAS, the contract is attached as exhibit A to this resolution.

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

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

PASSED this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

AGREEMENT

BETWEEN THE

CITY OF INDIANOLA, IOWA

AND THE

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL UNION 238

July 1, 2022
to
June 30, 2025

TABLE OF CONTENTS

AGREEMENT

This Agreement entered into by the City of Indianola, Iowa, hereinafter referred to as the "Employer or City" and International Brotherhood of Teamsters, Local Union 238, hereinafter referred to as the "Organization".

ARTICLE 1
RECOGNITION

Pursuant to and in accordance with all applicable provisions of the "Public Employment Relations Act" of the State of Iowa, hereinafter referred to as the "Act" and in recognition of the Public Employment Relations Board's certification Case # 102360 of said "Teamsters Local 238", the employer does hereby recognize the Organization during the term of this agreement for all employees of the City included in the "Police Bargaining Unit" consisting of the following classifications: "All police officers of the Indianola Police Department."

ARTICLE 2
MANAGEMENT RIGHTS

Except as specifically modified and limited by this Agreement, the employer shall retain whatever rights, powers and authority necessary for it to operate and direct the affairs of the City and the police department in all of its various aspects, including, but not limited to, the right to direct the work force; to plan, direct and control all the operations and services of the department; to determine the methods, means, organization and numbers of personnel by which such operations and services are to be conducted; to assign and transfer employees; to schedule working hours and to assign overtime; to determine whether goods and/or services should be purchased; to hire, promote, demote, transfer, discipline or discharge, to establish and enforce reasonable work rules and regulations; to change or eliminate existing methods, equipment or facilities; to determine what work or services shall be contracted out or performed by the unit employees; and to initiate, prepare, certify and administer its budget.

ARTICLE 3
UNION REPRESENTATION

The Organization may appoint a bargaining committee to represent the bargaining unit in all negotiations and/or discussions with appropriate employer representatives. The names of such committee members shall be transmitted in writing to the Police Chief. Committee members may not act in that capacity until this notification has been completed. Accordingly, all changes in designated representatives must be reported promptly.

Committee members may receive, investigate and process complaints or grievances of employees. Normally, Organization business will not be conducted on City time, however, when the nature of the grievance requires immediate action, i.e. irreparable harm to an employee, a committee person may be permitted to leave the regular work area upon request to his/her supervisor and with the approval of the supervisor. Such employees will suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, such time spent investigating and processing grievances shall be reasonable and commensurate with the circumstances concerning the matter at issue. Normally such time will not exceed one-half (1/2) hour at any step of the grievance procedure and will require the attention of only one (1) committee member.

Whenever a committee person enters a work area for the purpose of investigating a complaint or grievance, the supervisor of that area must be so notified and informed of the nature of the problem. Any such investigations shall be accomplished in such a manner as to avoid interference with the Department operations and the performance of any employee's job duties. The Organization agrees that there shall be no solicitation for membership, collection of union fees, fines or assessments, meetings or other union activities on City time.

The Organization will take all reasonable measures to assure that such representatives are knowledgeable of their respective responsibilities.

Employees shall be allowed to review any complaints filed against them prior to submitting to any investigative interview. Employees shall be entitled to Union representation during any investigation, debriefing or interview resulting from a formal complaint which would likely result in any type of formal or informal disciplinary action. The City shall notify the employee(s) of the results of the complaint or investigation.

ARTICLE 4
HOURS OF WORK AND OVERTIME

The police officer's normal workday shall consist of between eight (8) to twelve (12) hours of work and shall include a thirty (30) minute paid lunch period. This will average forty (40) hours weekly during an eighteen (18) week cycle.

While on special assignment officers may be assigned to a work week consisting of five (5) consecutive eight (8) hour days which include a 30-minute paid lunch hour followed by two days off.

Since the police department must normally operate seven (7) days per week, employees may have regularly scheduled workdays on any day of the week.

Specific work schedules, including hours and days, will be issued by the police chief at least two (2) weeks in advance. Such schedules shall normally be followed, however, the chief or his designee may make necessary changes to meet the needs of the department. The City agrees not to change the current schedule without first providing seventy-two hours notice to the union.

Shift Differential

Employees who work mid-shift and nightshift shall be eligible to receive a shift differential of $0.25 per hour for all regular hours worked.

Overtime

The Fair Labor Standards Act (FLSA) was created to establish a minimum wage, limit the number of hours that may be worked in a standard work week at the regular base wage, and provide specific requirements for determining whether a job is eligible for exemption from the overtime provisions of the act. Human Resources determines whether a position is exempt (salaried) or non-exempt (hourly) by interpreting and applying the provisions of the act.

All employees will be paid overtime in accordance with the FLSA.

Supervisors must give prior approval for all overtime worked. During busy periods or due to the requirements of the job, employees may be required to work extended hours.

All paid leave shall count as hours worked in meeting the 40-hour requirement for overtime pay.

Compensatory Time

All non-exempt employees whose total work and/or leave hours exceed forty (40) hours in a standard work week are eligible for overtime or compensatory time. Compensatory time is calculated at a rate of one and one-half (1 ½) hours for each one (1) hour worked more than forty (40) hours in a regular work week. A maximum of 80 hours will be allowed to accumulate.

The Police Chief or designee shall authorize compensatory time for an eligible employee. Should an employee accumulate more than 80 hours, the employee may be required by the Police Chief or designee to schedule and take time off.

Compensatory time shall count as time worked in meeting the 40-hour requirement for overtime pay.

Upon resignation, termination, change to a non-leave earning position or transfer to an IMU position, compensatory time will be paid out as a lump sum payment.

Court Time

When a Police Officer is required, during off duty time, to appear in court as a witness in a criminal case, arising directly from the officer's employment, such "court time" shall be considered "overtime". Such time shall be compensated at overtime rates on an hour for hour basis. However, the officer shall be paid a minimum of two hours overtime payment for such appearances and on instances when the appearance is canceled by the court with less than two (2) hours' notice.

An officer's absence from court without a reasonable excuse shall be proper cause for disciplinary action.

Call Back, Call In

Any Officer who is required to limit their personal time by being placed on "call" or "standby" shall be compensated at the following rate: one (1) hour per day of straight time that they are required to be on call or standby. This shall not be construed to be paid for overtime, or to allow to be totaled in the weekly hours in excess of forty (40) hours. If the Officer is called in to work, they shall be paid a minimum of two (2) hours pay at the appropriate rate of pay, which shall include overtime if applicable. An Officer called in shall receive pay for work only in lieu of call-in or standby pay.

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.

Attendance at Meetings

Any employee whose presence is required at a meeting of the City Council or any board, commission, or committee of the city which occurs outside of regular working hours, shall be reimbursed a minimum of two hours of work, for time spent at such meeting/s at a rate equal to one and one-half of their regular hourly rate, unless the employee's presence is for the purpose of receiving a recognition award. In such instance, no additional compensation will be earned.

ARTICLE 5
SETTLEMENT OF DISPUTES

A "grievance" is defined as a dispute as to the application or interpretation of any part or clause of this Agreement filed and signed by the employee(s) involved in the Union. For the purposes of the Article, the word(s) Employee(s)/grievant(s) shall also mean and include the Union/Employee Organization. The parties agree to act in good faith to resolve any grievance presented by an employee. Such grievances must be presented by an employee. Grievances must be presented at the first step of the procedure within seven (7) calendar days of the incident giving rise to the complaint.

STEP 1
The employee having a specific grievance shall take it first to his/her immediate supervisor who shall respond within seven (7) calendar days.

STEP 2
If the matter has not been resolved, the employee shall then, within five (5) working days of receipt of the Step 1 answer, present the written grievance to his/her Lieutenant who shall respond within fourteen (14) calendar days.

STEP 3
If the matter has not been resolved, the employee shall then, within ten (10) working days of receipt of the Step 2 answer, present the written grievance to the Police Captain, who shall respond within fourteen (14) calendar days.

STEP 4
If the matter has not been resolved the employee shall then, within ten (10) working days of receipt of the Step 3 answer, present the written grievance to the Human Resource Director and Police Chief, who will respond within thirty (30) calendar days.

STEP 5
If not resolved, the grievance may be submitted to arbitration within seven (7) calendar days after the decision in Step 4, or if no decision has been timely made, said grievance may with the approval of the employee organization be submitted to arbitration by submitting written notice to the Human Resources Director. Such notice shall specify the section(s) of the agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they will jointly request that the Iowa Public Employment Relations Board submit to the parties a list of arbitrators and, by alternately striking names, an arbitrator will be selected, whose decision shall be final and binding upon the parties.

Not later than sixty (60) days following the date on which the request for arbitration was submitted to the Human Resources Director, the parties shall establish a date for the arbitration hearing.

The arbitrator shall not have the power to decide a grievance which is a matter suitable for submission to the Civil Service Commission. Also, the arbitrator shall be without power to add to, subtract from or modify the terms of this Agreement, nor to make any decision in conflict with the laws of the State of Iowa or the ordinances of the City of Indianola, Iowa.

The arbitrator's fee and expenses shall be shared equally by the employer and the Organization. However, each party shall be responsible for compensating their own representative and witnesses as well as paying for necessary transcripts of the proceedings if desired.

The failure of the employee to appropriately present the grievance within the specified time limits shall render the matter resolved and not subject to further appeals. Failure of the City representative to respond within the specified time limits shall render the matter subject to immediate appeal to the next step in the procedure. When necessary in investigating and settling grievances, employees and their representative, if employees of the City, shall be released from work without loss of pay for a reasonable time provided the supervisor is given sufficient advance notice to adjust work schedules.

All time limits contained in this article may be extended by mutual agreement.

ARTICLE 6
VACATION

All regular full-time employees shall earn vacation on a pay period basis at the following rates which reflect longevity in City service.

Accrual

Full time and permanent part time employees are eligible for vacation leave. The vacation leave year begins with the first day of the first complete bi-weekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year. Vacation leave shall be accrued as follows:

Full Time Employees

Length of Service	Biweekly Accrual
Less than 2 years	3.08 hours
2 years, less than 8 years	4 hours
8 years, less than 14 years	5 hours
14 years, less than 20 years	6.15 hours
20 years or more	7.69 hours

Usage

The Chief of Police or his designee is responsible for proper planning and scheduling of vacation for all employees within their respective departments. Advanced planning permits adherence to work schedules and reduces the possibility of employees losing vacation at the end of the year.

The Chief of Police or designee is authorized to approve vacation leave within their respective departments. It should be approved in advance except in an emergency. All requests and approval must be in writing.

Vacation leave will be charged in quarter (1/4) hour increments. Employees must use vacation leave when taking time off if they have vacation time available to them.

Vacation accruals will continue when an employee is on an approved leave of absence with pay. Employees on an unpaid leave of absence will not receive any vacation accrual.

Sick leave may be substituted for vacation leave if an employee becomes ill and hospitalized while on vacation leave. Substitution is permitted for the period of illness only; proof of hospitalization is required.

Employees can rollover up to 167.69 hours of unused vacation to the new leave year; any excess will be forfeited. The last pay period to use vacation time before it is forfeited is the pay period including December 31st of that leave year. During that same pay period, all leave more than 167.69 hours is forfeited.

Upon resignation, termination or change to a non-leave earning position, the employees vacation leave balance (accrued and not used) will be paid out to the employee by a lump sum payment provided in the case of a resignation, the employee has given the City a two (2) week notice.

Personal Time

Full time employees receive personal time to use throughout the year.

Personal time shall be accrued as follows.

Status of Employee	Accrual Per Year
Full Time Police Officers	20 hrs (based on 10hr shifts); subject to change based on current work shift.

New hires will receive a prorated amount of personal time dependent on their start date.

Month Employment Starts	Eligible Amount
January 1 – March 31	100%
April 1 – June 30	75%
July 1 – September 30	50%
October 1 – December 31	25%

Personal time will be charged in quarter (1/4) hour increments.

Personal time does not rollover from year to year; all unused time at the end of the benefit year will be forfeited.

Upon resignation, termination or change to a non-leave earning position, the employees personal time balance will be paid out to the employee by a lump sum payment provided in the case of a resignation, the employee has given the City a two (2) week notice.

ARTICLE 7
LEAVES OF ABSENCE

Sick Leave

All regular full time and permanent part time employees scheduled and averaging thirty (30) hours or more per week earn sick leave. Available sick leave shall be requested by the employee and granted by the Police Chief, or designee, in writing. Employees may request leave for their own personal illness, pregnancy, childbirth, or related medical conditions; personal injury; examinations and consultations with physicians and other health care providers licensed by the State of Iowa, including the City of Indianola's Employee Assistance Program; or as provided under any other City policy.

Employees may also use sick leave to care for an immediate family member. Immediate family member includes spouse, child or parent.

Sick leave shall be accrued as follows:

Status of Employee	Accrual Per Pay Period
Full Time	3.7 hrs

The sick leave plan year begins with the first day of the first complete biweekly pay period in a calendar year and extends through the last day of the last biweekly pay period that begins in that calendar year.

Sick leave will be charged in quarter (1/4) hour increments.

Employees must use sick leave when taking time off if they have sick time available to them. Employees may use sick time to supplement the difference in pay when on short-term disability or receiving workers compensation pay.

Sick accruals will continue when an employee is on an approved leave of absence with pay. Employees on an unpaid leave of absence will not receive any sick accrual.

Employees can rollover up to 760 hours of unused sick leave to the new leave year. All leave more than 760 hours is forfeited. However, a one-time payout of 50% of accrued sick leave after retiring from employment after reaching 22 years of service and 55 years old.

Upon resignation, termination or change to a non-leave earning position, the employee will forfeit any accrued but unused sick leave.

Upon death, an employee's designated beneficiary will receive a payment equal to any accrued but unused vacation, compensatory time, and personal leave time.

In cases where the employee's sick leave usage record indicates possible abuse, the City has the right to verify the reported illness of any employee and may require a doctor's note for absence due to illness. The Police Chief in consultation with the Human Resources Director is responsible for establishing such controls as are necessary to prevent abuse of sick leave privileges. Abuse of sick leave shall be proper cause for disciplinary action, up to and including termination of employment.

Military Leave

The City will comply with the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Iowa Code Section 29A.28.

Employees who are members of a reserve force of the United States or of the state of Iowa shall be granted a leave of absence when ordered to attend a training program or perform other duties under the supervision of the United States or the state of Iowa. This leave of absence shall be with pay, only for regular full-time employees, during the period of such activity and shall not exceed thirty (30) calendar days per year.

Any employee who enters active service in the Armed Forces of the United States while in the service of the City of Indianola, will be granted an unpaid leave of absence for the period of military service.

Employees must provide a copy of their orders to their Police Chief at least ten (10) working days prior to reporting for duty.

Jury Duty Leave

Employees who are called for jury duty are entitled to take time off, as necessary, to fulfill jury obligations. Employee's will receive regular pay for this time off. Employees will not face discipline or retaliation for jury service in accordance with the Code of Iowa 607A.45.

Employees must immediately inform and submit a copy of the summons to their immediate Supervisor. If chosen to sit on a jury, the employee must inform his or her supervisor how long the trial is expected to last. Employees must also check in with their supervisor periodically during their jury service, so the City knows when to expect the employee to return to work.

On any day when jury service ends before the end of the employee's usual workday, the employee must check in with his or her supervisor to find out whether the employee needs to return to work for that day.

This policy does not apply to legal actions to which the employee is named as a party (either plaintiff/petitioner or defendant/respondent or must appear as a witness) unless the employee was named as a party or must be a witness in his/her official capacity as an employee of the City. Employees with personal court matters shall not be entitled to a court leave with pay but may use accrued leave time to offset lost work time.

While on paid jury leave, the City will continue the employee's regular salary, but the employee must turn in any compensation received for such duty, except for mileage, parking, food or lodging.

Unpaid Leave of Absence

The City of Indianola understands that there are times an employee may need additional time off for personal reasons. If an employee has exhausted all applicable sick leave, vacation, personal, compensatory time and FMLA leave, if eligible, an employee may request an unpaid leave of absence for up to thirty (30) days. An employee requesting an unpaid leave should fill out the unpaid leave form, stating the reason for the leave and include dates of expected absence. Approval of unpaid leave is at the discretion of the Police Chief and Human Resources

Employees who are not eligible for leave under the city's sick leave or Family and Medical Leave Act policies may apply for an unpaid leave under this section for purposes of pregnancy or a related condition as provided in Iowa Code Section 216.6(2)(e). Medical certification stating that the employee is not able to perform the duties of employment may be required by the City.

During an unpaid leave granted under this section, employees do not receive compensation, do not accrue length of service, vacation or sick leave, and are not eligible for paid holidays. The City does not make contributions to retirement programs for the duration of the leave. Employees may continue in the group health program during an unpaid leave under this section by paying the full cost of the premium by the first of the month for the following month's coverage. Failure to pay the premium on time will result in termination of coverage.

If an employee plans to return to work following an unpaid leave taken under this section, the employee must notify his/her Police Chief before the end of the leave. The City will attempt to restore the employee to the position the employee held at the start of the leave, or in a comparable position, if possible. If no such position is available, the employee's employment will be terminated.

ARTICLE 8
WELLNESS

The well-being of our employees is extremely important to the City of Indianola. To assist employees in taking care of their health, the City of Indianola has a wellness program tied to their health plan. Each calendar year, employees and spouses that are enrolled in the City's health insurance plan must have a physical/biometric screening completed, one (1) dental exam and one (1) vision exam. Employees and spouses that complete these three (3) requirements, will receive a preferred health insurance premium rate.

ARTICLE 9
SENIORITY

Seniority means an employee's length of continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis.

Seniority shall be considered for shift selection and on-duty time slots. All members of the bargaining unit assigned to the Patrol Division shall have the opportunity of making shift bid thirty (30) days prior to the start of the calendar year. Bidding shall be done based on seniority for the following shifts and days off rotation:

1st Shift	Day shift
2nd Shift	Mid shift
3rd Shift	Night shift

If vacancies occur during the calendar year, employees interested in using their seniority to transfer to a different shift must submit their request to the Chief of Police in writing. Officers will not be permanently re-assigned, contrary to their selected shift bid, unless circumstances require based upon quantifiable needs of the department such as appointments to specialized positions. The department reserves the right to assign officers to other shifts regardless of seniority to ensure operational efficiency.

All new employees shall serve a probationary period not to exceed nine (9) months after graduation from the Iowa Law Enforcement Academy. Upon completion of the probationary period, they shall be put on the seniority list and their seniority shall be determined from their date of employment. They may be terminated for any reason during the probationary period without recourse to the grievance procedure.

An employee shall lose their seniority and the employment relationship shall be broken and terminated as follows:

(a) Employee quits.
(b) Employee is discharged unless reinstated through the grievance process.
(c) Engaging in other work while on leave of absence or giving false reason for obtaining leave of absence.
(d) Falsification of employment application.
(e) An employee absent from work one (1) day without justifiable cause or notice to the Employer.
(f) Failure to report for work at the end of leave of absence.
(g) Failure to report to work within ten (10) days after being notified to return to work following layoff, when notice of recall is sent to employee's last known address according to Employer records. Extension of this time may be granted at the discretion of the Employer.
(h) An employee is absent from work for any reason, except an on-the-job injury, for over one (1) year or the length of the employee's seniority, whichever is shorter.
(i) Employee retires.
(j) In the event an employee is promoted or transferred out of the bargaining unit and such employee returns to the bargaining unit, the seniority date shall be the original date of hire less time served in the non-bargaining unit position; however, there shall be no loss of seniority for an employee who returns to the bargaining unit during the twelve (12) month probationary period after a promotion or transfer.

Reduction in Force

Whenever it becomes necessary for police officers to be laid off because of lack of work, lack of funds or reorganization, the officer with the least amount of continuous unbroken service as a full-time employee of the police department, shall be laid-off first and if subsequent lay-offs are made, this order shall be followed.

If the work force in the police department is later increased or an existing position is to be filled, the position shall be, first, offered to a laid-off employee in that same classification in reverse order. The employee shall be notified, in writing, by ordinary mail, of the opening. If the laid-off employee desires this position, he shall notify the Employer, in writing, within seven (7) days. It shall be the obligation of a laid-off employee to notify the City of his or her current address and to maintain the qualifications necessary for the position.

This right of recall shall be effective for two (2) years. The union shall review and agree to the date each member of the bargaining unit was initially employed and the amount of continuous service. The same procedures shall be followed for other employees within the bargaining unit. There will be no reduction of the full-time work force until all officers in all classifications outside of full-time are laid off.

ARTICLE 10
HOLIDAYS

The following shall be recognized and observed as paid holidays by regular full time and permanent part time employees:

New Year's Day - January 1
President's Day - Third Monday in February
Memorial Day - Last Monday in May
Independence Day - July 4
Labor Day - First Monday in September
Thanksgiving Day - Fourth Thursday in November
Day After Thanksgiving
Christmas Eve Day - December 24
Christmas Day - December 25

Holidays shall count as hours worked in meeting the forty (40) hour requirement for overtime pay.

If the employee is scheduled to work, and actually works, the employee receives double time plus holiday pay at the current hourly schedule, whether it is an 8, 8.5, 9, 10 or 12 hour shift. If the employee is not scheduled to work the holiday, the employee will receive holiday paid straight time at whatever hour schedule they are currently at, whether it is an 8, 8.5, 9, 10 or 12 hour shift.

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.

School Resource Officer (SRO) - Vacation time in excess of five (5) consecutive days must be taken during school vacation or holiday breaks. Vacation time or compensatory time less than five consecutive days may be taken during the school year with the approval of the SRO supervisor.

ARTICLE 11
INSURANCE

The Union shall appoint a Union Steward to attend any City engagement meetings concerning insurance.

Health and Prescription Drug Insurance

The City shall provide all full-time employees a high deductible health plan with a Health Savings Account (HSA). Employees are eligible for benefits the first of the month following their hire date.

The health insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, Finance Director and Human Resources Director, in consultation with the City's health insurance broker, will set the premiums for the health insurance plan. Employees contribute to a portion of these premiums; these premiums are determined on an annual basis.

See Appendix B for additional information.

Dental

The City shall provide dental insurance to all full-time employees.

The dental insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, Finance Director and Human Resources Director, in consultation with the City's health insurance broker, will set the premiums for the dental insurance plan. Employees contribute to a portion of these premiums; these premiums are determined on an annual basis.

Vision

The City shall provide vision insurance to all full-time employees.

The health insurance plan is reviewed and approved annually by the City Council. Annually, the City Manager, Finance Director and Human Resources Director, in consultation with the City's health insurance broker, will set the premiums for the health insurance plan. Employees contribute to a portion of these premiums; these premiums are determined on an annual basis.

ARTICLE 12
WORK RULES

The Employer may from time to time adopt new, and/or publish changes in existing, department work rules and regulations. All employees shall comply with all such work rules and regulations. The Organization will be provided a complete and current copy of all written rules affecting employees covered by this Agreement. Except in emergency situations, such new rules will be published and posted at least five (5) calendar days prior to becoming effective. Any unresolved complaint as to the reasonableness of new work rules shall be resolved through the grievance procedure.

ARTICLE 13
TRAINING

The Employer shall make available to officers appropriate training opportunities on an annual basis which shall satisfy the minimum training requirements set forth by the Iowa Law Enforcement Academy. Such training will be conducted at the Employer's expense and during hours which officers are appropriately compensated for.

ARTICLE 14
HEALTH AND SAFETY MATTERS

Employees shall observe and follow all regulations established by the Employer for the protection of life, health and for the protection of City property. Employees shall follow established procedures for reporting occupational injuries and/or illness. Failure of the employee to comply with those provisions will result in nonpayment of related medical services from the Employer.

ARTICLE 15
NON-DISCRIMINATION

In accordance with applicable law the Organization and the Employer agree not to discriminate against any employee on the basis of race, creed, color, religion, disability, union affiliation, national origin, age or sex.

ARTICLE 16
NO STRIKE – NO LOCKOUT

Neither the Organization, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support or suggest any strike, slow down, mass resignation, mass absenteeism or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment. Any employee who violates any provision(s) of this article may be immediately discharged or otherwise disciplined.

The Employer will not engage in any “lock-out” activity of the employees in this unit.

ARTICLE 17
WAGES

The salary table shown in Appendix A sets forth the wage increases during this Agreement. If non-union employees receive an across the board increase greater than three percent (3%), then the Union will receive the greater across the board increase.

All pay rate changes will take effect at the beginning of the pay period following the change.

The City agrees to provide all permanent full-time employees longevity pay. The salary table shown below represents the annual pay that employees shall receive for continuous years of service.

YEARS	ANNUAL PAY	HOURLY PAY
0-4	$0	0
5-9	$250	12.0 c/hour
10-14	$300	14.4 c/hour
15-19	$350	16.8 c/hour
20+	$400	19.2 c/hour

Longevity pay shall be paid on a per hour basis to be included with regular hourly salary to be paid the pay period following the employee’s anniversary date.

ARTICLE 18
SUPPLEMENTAL PAY

Clothing Allowance

Each employee covered under this contract, shall receive eight hundred dollars ($800) for work-related items such as boots and clothing. Employees will receive this payment in the first paycheck following July 1.

Education Allowance

Union employees are entitled to tuition reimbursement in accordance with City Policy 6.10 in the amount of $1,200 per year and $4,800 lifetime maximum.

Field Training Officers

Employees serving as field training officers shall receive one hour of compensation at the employee’s regular rate of pay for each day a daily observation report is completed by the field training officer for the new employee.

ARTICLE 19
TRANSFER PROCEDURES

Except where limited by statute, a voluntary or involuntary transfer may be made to a vacant position in the same classification.

A transferred employee's salary shall be adjusted based on the range of the new position and will be determined based on reviewing the employee's qualifications and other like employee's salaries in that same position.

Reclassification

An employee whose position has been reclassified to a classification with a higher maximum salary shall receive at least the minimum salary of the higher salary range or the salary received prior to the reclassification, whichever is higher.

ARTICLE 20
PERSONNEL FILES

Individual employees shall receive signed and dated copies of each disciplinary action form placed in their personnel file. The employee may also be required to sign such items indicating knowledge of their existence and not necessarily concurrence.

Copies of formal grievances filed under the provisions of Article 5 of this Agreement shall not be made a part of the employee's personnel file.

ARTICLE 21
DURATION OF AGREEMENT

This Agreement shall be in full force and effect from July 1, 2022, through June 30, 2025.

ARTICLE 22
SAVINGS

If any provision of this Agreement is adjudged by proper legislative, administrative or judicial authority to be unlawful, unenforceable or not in accordance with the applicable law, such adjudication shall not affect the validity of this agreement as a whole or any section, provision or part thereof not adjudicated unlawful or unenforceable.

City of Indianola, Iowa	International Brotherhood of Teamsters, Local Union 238 Committee Members
______________________________ City Manager	______________________________ Union Steward
	______________________________ Business Agent

APPENDIX A
WAGES

Effective July 1, 2022
Public Safety Pay
Scales **6.00%**

Police
Officer/Detective

Hire	1	2	3	4	5
62,788.80	66,092.90	69,524.04	73,233.01	77,086.82	81,144.84
30.19	31.78	33.43	35.21	37.06	39.01

Step increase with each anniversary.

Effective July 1, 2023
Public Safety Pay
Scales **5.00%**

Police
Officer/Detective

Hire	1	2	3	4	5
65,928.24	69,397.55	73,000.24	76,894.66	80,941.16	85,202.08
31.70	33.36	35.10	36.97	38.91	40.96

Step increase with each anniversary.

Effective July 1, 2024
Public Safety Pay
Scales **5.00%**

Police
Officer/Detective

Hire	1	2	3	4	5
69,224.65	72,867.43	76,650.25	80,739.39	84,988.22	89,462.18
33.28	35.03	36.85	38.82	36.71	43.01

Step increase with each anniversary.

APPENDIX B

Health and Prescription Drug Insurance

Benefit Plan Year 7/1/2022 - 6/30/2025		
Qualified High Deductible Health Plan w/ HSA		
Medical	**In-Network**	**Out-of-Network**
Single Deductible	2800	2850
EE Spouse, Child(ren), Family Deductible	5400	5700
Coinsurance	100%	80%
Single Out of Pocket (OOP)	2800	3350
Family Out of Pocket (OOP)	5400	6700
Coinsurance - after deductible	**100% plan**	**80% plan**
Office Visit - PCP		
Office Visit - Specialist		
Urgent Care		
Hospital Inpatient & Outpatient		
Emergency Room Services		
Imagining (CT/PET scans, MRI, etc)		
Diagnostic Testing (x-ray, blood work, etc)		
Pregnancy-prenatal, postnatal, delivery & all inpatient services		
Substance Abuse Outpatient & Inpatient Services		
Mental/Behavioral Health Services		
Pharmacy		
Preventive Care/Screenings/Immunization - deductible waived in-network only	100% plan/0% member	80% plan/20% member

Coverage Tier	**Per Pay Amount as of July 1, 2022**	
Employee Only	$42.13	Employee portion is
Employee + Spouse	$78.27	12% of total premium.
Employee + Children	$69.93	
Family	$114.71	

In the event the total cost of the health insurance premiums increases by ten percent (10%) or more, the City has the ability to increase the employee's insurance contribution by no more than five percent (5%).

Health Savings Account
City will fund employee HSA accounts with $1,200 on the first pay period in January 2022, January 2023, January 2024 and January 2025. City will match employee contributions up to $26.92 per pay period and $76.92 for all other tiers. Employees must be enrolled in the City's health insurance to receive the funding and match.

The $1,200 will be prorated for new hires based on their hire date. If hired between:

- January through March new employees will receive 100% of the $1200.
- April through June new employees will receive 75% of the $1200.
- July through September new employees will receive 50% of the $1200.
- October through December new employees will receive 25% of the $1200.

MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: May 2, 2022

Subject: Resolution approving an amendment to Resolution 2021-047 authorizing the purchase of a new single axle dump truck for the Public Works Department.

Introduction: The City Council, at their meeting on February 16, 2021, approved the purchase of a new single axle truck, Volvo Model VHD42F300, and trade-in of the existing single axle truck, 2007 International Model 7300, from Gatr Truck Center for a total cost of $161,103.81. Gatr Truck Center is requesting to amend the purchase agreement with a price increase of $6,374.93, which brings the total purchase amount from $161,103.81 to $167,478.74.

Background:

Discussion: Gatr Truck Center has noted that there has been a sharp increase in the price of new trucks due to the supply chain backlogs. If the council approves this request, then delivery of this new dump truck will take place within the next few weeks during this fiscal year FY2021-22.

Budget Impact: Funding for this proposed purchase is included in the capital improvement plan for vehicle replacement in FY2021-22. Staff would like to note that the interlocal cooperative pricing arrangement with the Texas Buyboard has been utilized for this purchase of a new single axle dump truck, where we do not anticipate that Indianola could receive a lower bid through a separate bid process.

Recommendation: Staff recommends approving the amendment to the purchase agreement as presented, because the current purchase price for a similar Volvo truck is significantly higher and there is a huge delay with a lead time of +1.5 years for delivering new trucks.

Attachments:

1. Res 2021-047 Street Truck Purchase
2. 05022022 3 Letter from GATR
3. 05022022 4 GATR Agreement Amendment
4. Res 2022- Truck Purchase Amendment

City of Indianola

RESOLUTION NO 2021-047

RESOLUTION AUTHORIZING THE PURCHASE OF A NEW SINGLE AXLE DUMP TRUCK FOR PUBLIC WORKS DEPARTMENT

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

WHEREAS, utilizing the Buy Board cooperative purchasing system is the most cost-effective method for acquiring the new single axle dump truck; and

WHEREAS, Gatr Truck Center has provided a bid to purchase the new single axle dump truck, Volvo Model VHD42F300, for an amount of $161,103.81, which is matching the bid proposal from the Buy Board cooperative purchasing system.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa, that the Public Works Department is hereby authorized to use the Buy Board cooperative purchasing system and purchase a new single axle dump truck from Gatr Truck Center, Volvo Model VHD42F300, for an amount of $161,103.81, which is the total cost after replacement of an existing single axle truck, 2007 International Model 7300, for $20,000.

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

ADOPTED AND APPROVED this 16th day of February 2021

____

Pam Pepper, Mayor

ATTEST: ____________________________________

Andrew J. Lent, City Clerk/CFO

TRUCK CENTER GATR Done!

Matt,

It's been very, very difficult in these last 9 months with availability, pricing and back log due to incomplete units, component availability, if you can get the part what in is the cost of it.....on and on. I'm sure you have seen this with every from the auto parts stores to your big yellow iron stuff. It's very unfortunate in these troubling times, but is the way it has been going for the last 9 months. I have attached a copy of the factory invoice to show costs of line items. One thing alone is the transmission cost that almost doubled. At the end of it the cost to us of the chassis alone is $6,374.93 higher than was originally quoted to you. I have also attached a letter from Volvo truck that we just received talking about another $6,000 total in surcharges as an example of what I have to look forward too for phone calls with my customers that have trucks on order. I have one customer with 25 trucks yet to come before the end of the year and he will be hit with this on every single one.

Line 3. Second page 2 of our purchase agreement talks about price changes from the manufacturer. I'm asking for your help in this matter. I'm asking if someone can approve this additional up charge of $6,374.93. If not GATR Truck Center will stand to lose $4,000 on this deal.

GATR TRUCK CENTER • 5325 NE 14th Street, Des Moines, IA 50313
1-800-747-1130 • www.gatr.net

Purchase Agreement

GATR Truck Center
3277 UTE AVE
WAUKEE IA 50263
(515) 263-3600

TRUCK CENTER

Date:	07/01/2021
Deal#:	DE-02701
Type:	Cash
Salesperson:	Chris Mallicoat

Remit To: PO Box 367, Sauk Rapids, MN 56379

Bill To: PROS-000374
Indianola City of
110 North 1st Street
Indianola IA 50125
P:(515) 961-9415

Ship To:
Indianola City of
110 North 1st Street
Indianola, IA 50125

Stock#: V7291	**VIN:4V5K39DF0NN314826**	**2022 Volvo VHD42F300**	**Price:**	**$110,543.74**
		Additional Equipment on Volvo - New Per Hawkeye Quote #23065		$74,150.00
		Warranty Package Engine plan 2 & EATS 60/250K		$2,785.00
			Per Unit:	**$187,478.74**
Trade-In: 2007 International 7300	1HTWAAAR77J554783		Less Trade Allowance:	$20,000.00
			Total Price	**$167,478.74**
			Total	**$167,478.74**

Per BuyBoard quote 601-19

This is a quote offered on this unit. All final numbers to include, but not limited to taxes, license, and registration fees to be determined at time of delivery.

1. Definitions: as used in this CONTRACT, except provisions relating to the trade-in vehicle, "YOU" or "YOUR" means the company and/or buyer and co-buyer. "I", "ME", or "MY" means the seller or dealer. "VEHICLE" means the car, truck, or other VEHICLE described on the first page of this CONTRACT including all the options listed. "Manufacturer" means the company which makes the VEHICLE. "Trade-In" means the car, truck, motorcycle or other vehicle which YOU trade to ME in a partial payment for the vehicle.

2. Purpose: By signing the CONTRACT, YOU agree to buy the VEHICLE from ME. By accepting this CONTRACT, I agree to deliver the VEHICLE to YOU if the VEHICLE is in MY inventory. If the VEHICLE is not in MY inventory, I agree to order the VEHICLE from the manufacturer, and after receiving the VEHICLE from the manufacturer, to deliver the VEHICLE to YOU.

3. Price Changes by the Manufacturer: The VEHICLE price stated on the first page of this CONTRACT is based on the current prices the manufacturer charges ME. At any time before I receive the VEHICLE from the manufacturer, the manufacturer has the right to raise the price it charges to ME. If the manufacturer does raise the price, I may raise the price to YOU by the same amount. If I do raise MY price, You may cancel the CONTRACT and get back any downpayment YOU have made. If I have not already sold the Trade-In (See paragraph 4), YOU may have the Trade-In back by paying ME the reasonable cost of storage and any repair work or reconditioning I may have done.

4. Trade-In: If you are using a Trade-In to partially pay for the VEHICLE, You may deliver the Trade-In to ME either when YOU sign the CONTRACT or when the VEHICLE is ready for YOU to pick up. If YOU do not deliver theTrade-In to ME when YOU sign this CONTRACT, You agree that at the time YOU deliver the Trade-In and lower the allowance stated on the first page of this CONTRACT. If I do lower the allowance, YOU may cancel this CONTRACT and get back your cash downpayment.

If YOU deliver the Trade-In when YOU sign this CONTRACT, I may sell the Trade-In at any time and at any price I think proper. If this CONTRACT is cancelled and I have already sold the Trade-In, I will pay YOU the price I received for the Trade-In minus 15% commission, minus any money I spent repairing, storing, insuring or advertising the Trade-In, unless otherwise required by law.

5. Trade-In -- YOUR Responsibilities: At the time YOU deliver the Trade-In to ME, YOU guarantee that YOU own the Trade-In free and clear and agree to furnish proper proof of ownership, including the Certificate of Title or other evidence of ownership. If any outstanding security interests are attached to the Trade-In vehicle, YOU are obligated to satisfy the debt secured and to obtain a release of all liens. If I arrange payment of the debt, and the total amount is greater than the amount shown on the CONTRACT as the balance owing to lien holder, YOU agree to pay the difference to ME in cash immediately upon notice of the deficiency. If the debt is less than the amount shown, I will refund the surplus to YOU.

6. YOUR Refusal to Take Delivery: Unless this CONTRACT is non-binding because I am arranging credit for YOU, or unless YOU have canceled this CONTRACT pursuant to paragraphs 3 or 4., I will retain the cash downpayment YOU have given ME as an offset to MY damages if YOU refuse to complete the purchase. YOU will also be responsible for any other damages which I may insure as a result of YOUR failure to perform YOUR obligations under the terms of this CONTRACT. If YOU have delivered the Trade-In to ME at the time YOU signed this CONTRACT, I may retain the Trade-In and sell it to reimburse MYSELF for the expenses of repairing, storing or reconditioning the Trade-In and for other expenses or losses I may incur as a result of YOUR failure to perform YOUR obligations under this CONTRACT.

7. Design Changes by the Manufacturer: The manufacturer has the right to change the design of the VEHICLE, its chassis, its parts or accessories at any time without notice to YOU or to ME. In the event of any change in design, I have no duty to YOU except to deliver the VEHICLE as made by the manufacturer.

8. Delays in Delivery: I am not responsible for delays caused by the manufacturer, or by accidents, fires, or other causes beyond MY control. I do not control the manufacturer and am not part of the manufacturer and do not work for the manufacturer.

9. Taxes: The price of the VEHICLE does not include Federal Taxes, State Sales or Excise Taxes or any other tax or government fee. YOU must pay ME the proper amount of any tax or governmental fee which applies to this sale.

10. New VEHICLE Disclaimer of Warranties: If YOU are buying a new VEHICLE, the VEHICLE will come with the manufacturer's warranty which is a promise from the manufacturer directly to YOU. Unless otherwise agreed in a separate document (see Paragraph 12 below), I expressly disclaim all warranties, express or implied, including any implied warranty of merchantability or fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the Vehicle's quality of performance. YOU have complete responsibility and all the risk for any problems with the VEHICLE.

11. Used VEHICLE Disclaimer of Warranties: Except as may be provided in the Buyer's Guide Window Form and a separate warranty document (see Paragraph 12 below) if YOU are purchasing a used VEHICLE, I expressly disclaim all warranties,

express or implied, including any implied warranty or merchantability of fitness for a particular purpose. I sell the VEHICLE "AS IS" and make no guarantees of any kind about the Vehicle's quality or performance. You have complete responsibility and all the risk for any problems with the VEHICLE. I do not guarantee that the VEHICLE will pass an exhaust emissions inspection.

12. Dealer Warranty or Service Contract: If I give a warranty on a used VEHICLE or YOU purchase an extended service contract on a new or used VEHICLE, I may not disclaim implied warranties of merchantability or fitness for a particular purpose.

The pages of this CONTRACT comprise the entire CONTRACT affecting this purchase. The DEALER will not recognize any verbal agreement, or any other agreement or understanding of any nature. You certify that no credit has been extended by dealer for the purchase of this motor VEHICLE. You certify that you are 18 years of age or older, and acknowledge receiving a copy of this contract.

The terms of this CONTRACT were agreed upon and the CONTRACT signed in the dealership on the date noted at top of this form. If DEALER is arranging credit for YOU, this CONTRACT is not valid until a credit disclosure is made as described in Regulation Z and you have accepted the credit extended.

NOTICE OF SALESPERSON'S LIMITED AUTHORITY. This contract is not valid unless signed and accepted by Sales Manager or Officer of Dealership.

IMPORTANT: THIS MAY BE A BINDING CONTRACT AND YOU MAY LOSE ANY DEPOSITS IF YOU DO NOT PERFORM ACCORDING TO ITS TERMS.

Accepted: ______________________________ X ______________________________
Dealer Signature Accepting Terms of Contract Buyer' s Signature Accepting Terms of Contract

DEALER'S DISCLAIMER OF WARRANTY

The Dealer expressly disclaims all warranties, either expressed or implied on the vehicle sold, except any warranties offered and explained in Paragraphs 10 through 12 listed within this contract. Buyer acknowledges having read and understood the provisions within this contract.

Buyers Signature: X ______________________________

RESOLUTION NO. 2022-

RESOLUTION APPROVING AN AMENDMENT TO RESOLUTION 2021-047 AUTHORIZING THE PURCHASE A NEW SINGLE AXLE DUMP TRUCK FOR THE PUBLIC WORKS DEPARTMENT FROM GATR TRUCK CENTER

WHEREAS, the City Council has determined it appropriate to purchase a new single axle dump truck for Public Works Department, as authorized in the current Capital Improvement Plan; and

WHEREAS, the City Council authorized City of Indianola's participation in the Buy Board cooperative purchasing system for the purchase of a new single axle dump truck; and

WHEREAS, on February 16, 2021, the City Council of the City of Indianola, Iowa, authorized an agreement with Gatr Truck Center, by Resolution No. 2021-047, for the purchase of a new single axle dump truck, Volvo Model VHD42F300, for an amount of $161,103.81; and,

WHERAS, Gatr Truck Center has experienced an increase in their prices for new trucks; as a result, they are requesting to amend the purchase agreement with a price increase of $6,374.93, which brings the total purchase amount from $161,103.81 to $167,478.74.

WHEREAS, the Council finds that the proposed amendment to the purchase agreement with Gatr Truck Center should be approved, and the Interim City Manager, or his designee, is authorized to execute the same.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the amendment to the purchase agreement with Gatr Truck Center for a price increase of $6,374.93, which brings the total purchase amount from $161,103.81 to $167,478.74, is approved and the Interim City Manager, or his designee, is authorized to execute all necessary documents associated with this purchase.

APPROVED this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From: Akhilesh Pal, Public Works Director

Date: May 2, 2022

Subject: Resolution approving an agreement with Des Moines Metro Planning Organization for preparing a sidewalk and trails inventory and condition report.

Introduction: One of the largest issues inhibiting the City's ability to develop a comprehensive sidewalk and trail management program is the lack of sidewalk inventory and condition assessment information.

Background: A significant portion of the city is still lacking a cohesive public sidewalk system. The creation of inventory and condition assessment is vital for the planning and decision-making process related to public sidewalk and trail system. Therefore, City staff recommends preparing a comprehensive public sidewalk & recreational trails inventory and condition assessment.

Discussion: The proposed agreement with Des Moines Area Metro Planning Organization (MPO), for an amount not to exceed $25,000, will include a survey of the sidewalk and trails and creation of GIS inventory. As a part of this study, Des Moines MPO will work with the Institute of Transportation (InTrans) at Iowa State University to import pavement information into a pavement management software (dTIMS) and create a Pavement Condition Index (PCI) for sidewalks and trails. They will then utilize dTIMS to forecast pavement conditions and recommend a repair/replacement schedule to maximize and leverage available resources. This data collection process and deliverable will save time in future projects, provide a higher level of customer service, and provide the opportunity to compare sidewalk and trail infrastructure for ease of prioritization.

Budget Impact: The Public Works Department has currently budgeted $20,000 from the road-use account (110-2100-64990) during this fiscal year. Since a large portion of this project will be completed during the next fiscal year, the budget will need to be amended to factor this expense of $25,000.

Recommendation: Staff recommends the Council to approve the resolution authorizing the agreement with Des Moines Area MPO for the professional services required to complete this Sidewalk & Trails inventory and condition report.

Attachments:
1. 0502022 MPO Indianola Proposed Contract_V2
2. Res 2022- MPO contract sidewalk Survey

DES MOINES AREA MPO
METROPOLITAN PLANNING ORGANIZATION

420 Watson Powell Jr. Parkway, Suite 200
Des Moines, Iowa 50309
Phone: 515.334.0075
www.dmampo.org

Indianola Sidewalk/Trails Inventory and Condition Report
Memorandum of Agreement

Statement of Work and Agreement

THIS AGREEMENT, entered into this ____day of ____________ 2022, by and between the Des Moines Area Metropolitan Planning Organization, hereinafter referred to as the "MPO" and the City of Indianola, hereinafter referred to as "City", stipulate:

WITNESSETH:

WHEREAS, the MPO is a leading planning organization in the Des Moines Metropolitan Region and has the capability and the experience of working collaboratively to implement strategies and projects at the regional and local levels; and,

WHEREAS, the City desires to create a report that catalogues city sidewalks and trails that provides structural and location information to prioritize repair and construction throughout the City;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Parties herein hereby agree as follows:

The City will pay the MPO a lump sum amount of $25,000 to complete the following activities for the sidewalk and trails report, hereinafter referred to as the "Project":

1 **Sidewalk and Trails Report**. The MPO will provide to the City a sidewalk and trails report based upon the desires of officials and the public.

a. Basic Services: The MPO will:

i. Be responsible for the professional quality and technical accuracy of the project as well as coordination with other plans, studies, reports, and other pertinent information.

ii. Coordinate services with the City and other entities and organizations as deemed applicable, including stakeholders located outside the City.

b. Content: The MPO will create a report of the current conditions of the City's sidewalks and trails. The MPO will also utilize pavement management software to create a potential sidewalk repair and construction plan. Below are the proposed work activities for the MPO to provide:

i. Digitize sidewalk and trail locations using GIS

ii. Collect sidewalk and trail physical characteristics to include widths, gaps, crosswalks, ramps, and condition.

iii. Collect, display, analyze, and use for inventory prioritization purposes existing pedestrian and other crash data provided by the Iowa DOT

iv. Utilize the Iowa Data Bike to collect pavement information such as

International Roughness Index (IRI) and pavement cracking

v. Work with the Institute of Transportation (InTrans) at Iowa State University to import pavement information into a pavement management software (dTIMS) and create a Pavement Condition Index (PCI) for sidewalks and trails

vi. Utilize dTIMS to forecast pavement conditions and recommend a long term funding program to help the City prioritize project funding

c. Deliverables: The following will be provided by the MPO:

  i. The MPO will provide to the City two (2) hard copies and one (1) copy in electronic format of a draft of the sidewalk/trails inventory and condition report.

  ii. The MPO will present to and work with the City's Engineer and other City officials and Boards as necessary to review and update the draft(s) to suit the City's needs.

  iii. Based on all information and recommendations received in response to the initial draft(s), the MPO shall provide the City two (2) hard copies and one (1) copy in electronic format of a revised final version of the completed report.

d. Meetings: The MPO shall, at the City's direction, attend official City meetings and present information relating to the sidewalk/trails report for review, consideration, and approval.

e. Timeframe: The MPO shall commence with the project upon the execution of this contract. The following are proposed project milestones, subject to change upon agreement by both parties:

  i. **April - July**: Execute contract, begin data collection, begin working with InTrans to prepare the pavement management software (dTIMS).

  ii. **July – October**: Finalize data collection, finalize needed data from InTrans, and create draft report for City's review.

  iii. **November - January**: Solicit feedback on the draft report, finalize report, and seek approval from the City.

Consultant Staff

The MPO will provide key staff people to complete the agreed upon services at the discretion of the MPOs Executive Director, hereinafter referred to as the "Director". The City shall recognize that all employees are valued members of the MPO and may contribute to this Project at any given time.

Schedule of Services and Term

The MPO shall commence Services under this Agreement contingent upon both the MPO and the City's signatures. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be from the date the contract is agreed upon until January 31, 2023. The City will make adequate space available at venues convenient to the public for input meetings and hearings without charge to the MPO.

Compensation

As compensation, the City agrees to reimburse the MPO in the amount of **US $25,000** for the Project services. The MPO may invoice the City at the MPO's convenience as a percentage of the total, for expenses incurred to date as allowed as charges toward that total amount for Project services, except for the final payment, which will be used to collect the remainder due. The MPO may also choose to invoice the City when it is convenient for the City as mutually agreed upon by both parties.

Payment for Extra Services

City authorized Services outside of the scope of this agreement shall be paid by the City only upon certification that the claimed Extra Services were authorized in writing in advance by the City and MPO, that the price and expenses are agreed upon by the City and the MPO, and that the Extra Services have been satisfactorily completed.

Ownership of Data

After completion of the agreed upon Services or after termination of this Agreement, the MPO shall deliver to the City a complete set of planning records, including without limitation all documents generated by the MPO and copies of all documents exchanged with or copied to or from all other planning participants. All records are property of the City, whether or not those records are in the MPO's possession. All such documents and records shall be deemed Public Records under Iowa Code Chapter 22. The City will be deemed the custodian thereof and the MPO will cooperate with the City to make timely responses to requests for information.

Termination

If any party should desire to suspend or terminate the services of this Agreement, such suspension or termination may be accomplished by the giving of sixty days written notice to the other party. Payment shall be made to the MPO for services rendered by the MPO to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which the MPO is not otherwise compensated, subject to any off-setting claims for the breach of this Agreement. In the event of litigation to resolve any dispute(s) arising under this Agreement or its performance, the prevailing party will be entitled to recover attorney fees and costs in addition to any remedies available at law or in equity.

Indemnity

To the furthest extent permitted by law, the City shall defend, indemnity, and hold free and harmless the MPO, its agents, representative, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the Services of this Agreement unless a Claim is caused by the sole negligence or sole willful misconduct of the indemnified parities.

Representations

Each party represents to the other for the purpose of reliance that such party has duly authorized this Agreement and the signatory below has been duly authorized to sign this Agreement and bind such party.

Des Moines Area MPO

Signed:______________________________
By: R. Todd Ashby
Title: Executive Director

City of Indianola

Signed:______________________________
By: Stephanie Erickson
Title: Mayor

RESOLUTION NO. 2022-

RESOLUTION APPROVING AN AGREEMENT WITH DES MOINES AREA METRO PLANNING ORGANIZATION FOR PREPARING A SIDEWALK & TRAILS INVENTORY AND CONDITION REPORT

WHEREAS, the City Council has determined it appropriate to complete the Sidewalk & Trails inventory and condition report for the City of Indianola (will be referred as the "Project"), which will be vital for the planning and decision-making process related to sidewalk and trail infrastructure; and

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

WHEREAS, Des Moines Area Metro Planning Organization (MPO) has prepared and presented an agreement for those professional services for an amount not to exceed $25,000; and

WHEREAS, the Council finds that the proposed agreement with Des Moines Area MPO 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 Des Moines Area MPO, for an amount not to exceed $25,000, is hereby approved for this project and the Mayor is authorized to execute the agreement on behalf of the City.

APPROVED this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 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:

Abigail Dostal, Seasonal Sports Complex Concession Worker, $9.25/hour, effective April 24, 2022; and

Rachel Dostal, Seasonal Sports Complex Concession Worker to $9.50/hour, effective April 24, 2022; and

Ava Oberender, Seasonal Lifeguard Year 1, $10.00/hour, effective April 30, 2022.

Passed and approved this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

7.A.

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Review Sustainability Committee's comments on the Municipal Energy Agency of Nebraska's 2022 Integrated Resource Plan.

Recommendation:

Attachments:
1. IRP comment2
2. MEAN

Proposed Indianola Sustainability Committee comment to MEAN on recent Draft 2022 Integrated Resource Plan

In our review of the draft 2022 Integrated Resource Plan, we find your continued reliance on fossil fuel generation for the majority of your energy supply extremely disappointing. We find it unbelievable that you are still planning for 50% of your generation in 2038 to still be from coal.

The recently released report from the Intergovernmental Panel on Climate Change says that fossil fuel emissions need to be reduced by 45% by 2030. Your draft of the Integrated Resource Plan for 2022 only reduces emissions by 5% in 2029 and increases or remains the same in 2038. You need to greatly accelerate your investment in renewable energy sources.

This draft report shows that you are not making progress towards the elimination of fossil fuels. MidAmerican Energy is far ahead of you in this process. In 2021, they delivered 88% of electricity usage with renewable energy, so it is certainly feasible to decrease our reliance on coal. The good news for renewable energy sources is that once the investment is made, the fuel is free.

When surveyed, members chose low cost as the most important consideration. In the draft report, it states that the levelized cost of energy in $/Megawatt-hour (MWh) is $83 for coal, $67 using community solar and $45 using solar with storage capacity. When we look at fuel cost, the cost for using coal is $30.32 per MWh and $0 for wind and solar.

We encourage you to review this plan and reduce the reliance on fossil fuels and move into the future with a greater percentage of renewable energy sources.

MEAN Energy

MEAN's resource mix in 2022 in terms of energy generation capability shows that the largest contribution comes from coal resources, at 54% of the total. Non-emitting resources make up the remaining 46%. 24% of the total energy is supplied by WAPA allocations and the WAPA Displacement agreement, 13% of MEAN's energy is renewable, and 8% is generated by a nuclear resource. MEAN entered into a short-term energy purchase to hedge against high market prices in 2022.

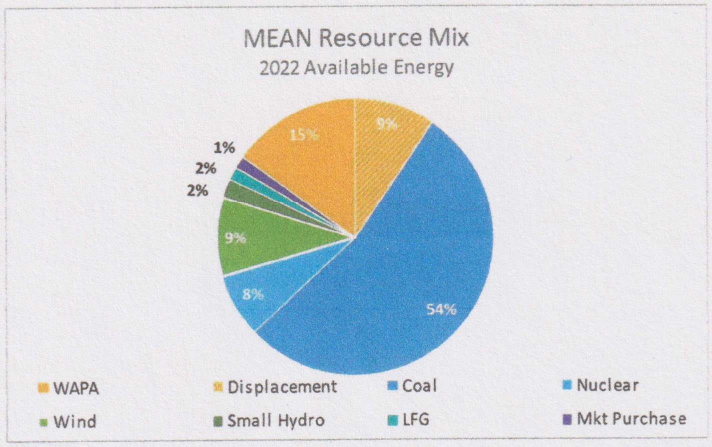


Figure I-9

Into the future, the energy availability of coal resources decreases slightly to 49% of the total, the contribution of WAPA allocations decreases to 19%, and the renewable resource percentage increases to 16% with the installation of DG Solar. Only 16% of MEAN's total energy in 2029 must be generated by future resources.

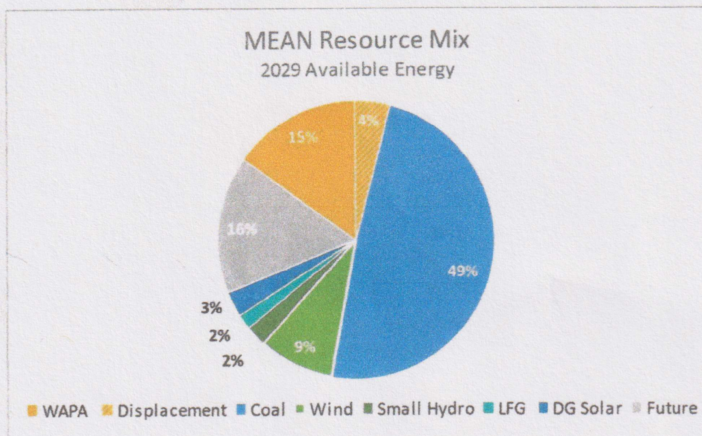


Figure I-10

Out into 2038, MEAN's energy from coal is projected to remain constant at 50%. WAPA drops to 15% with the expiration of the WAPA Displacement Agreement. Renewables decrease to 8% as Wind PPAs, the Landfill Gas PPA, and the Shavano Falls Hydro PPA end. MEAN will require an estimated 27% of energy in 2038 from future resources.

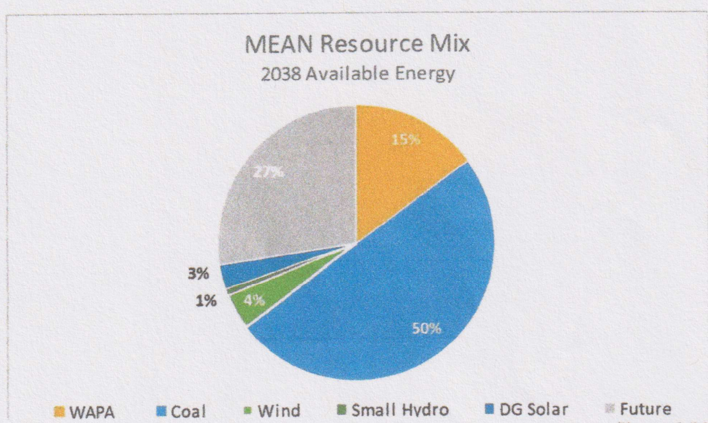


Figure I-11

MEMORANDUM

To: Mayor and City Council

From: Charlie Dissell, Community and Economic Development Director

Date: May 2, 2022

Subject: 506 West 2nd Avenue

Introduction:

Background: At its meeting on April 18, the City Council set a public hearing for May 2 at which it was proposed to approve and authorize the sale of real property and approval of a development agreement at 506 West 2nd Avenue. As the Council is aware, an offer has been made on the last remaining lot in the City's Dangerous and Dilapidated (D&D) Program. The offer is for a purchase price of $1, and a proposed closing date of May 4, 2022. The City and the buyer did agree on a $500 earnest money deposit, which funds would cover any City expenses if the buyer backed out of the purchase agreement.

Discussion: The proposed development agreement is attached to this memo. The proposed buyer intends to construct four (4) row dwellings, or townhouse dwellings, on the subject lot, as well as on the two lots to the west, which are currently under the ownership of JK Management LLC. While the two lots under the ownership of JK Management LLC are not owned by the City, they are factored into the proposed development agreement. Per City Council Policy, the proposed agreement does outline a minimum of ten years net return on investment when considering city, county and school tax revenue. The City has spent $32,125 on this property since it was purchased in 2011. The agreement calls for a minimum taxable valuation on the 4 combined units of $449,865. When combined with the current combined land value of $27,500, the total minimum taxable value would be $477,365. The agreement also calls for a date of November 4, 2022 in which a building permit for the proposed construction must be secured, and May 4, 2023 as a substantial completion date. Also attached to this memo is a table showing how such a valuation would generate funds in ten years. As that table shows, $32,125 would be generated at the proposed taxable valuation.

Budget Impact:

Recommendation:

Attachments:
1. 22.04.13 ASB Redlined Development Agreement for Selmovic60
2. D&D Tax Rev gen_Min Assessment-Selimovic

AGREEMENT FOR PRIVATE DEVELOPMENT

by and between

CITY OF INDIANOLA, IOWA AND EH CONSTRUCTION LLC

THIS AGREEMENT FOR PRIVATE DEVELOPMENT ("Agreement"), is made on or as of the ____ day of __________ 2022, by and among the CITY OF INDIANOLA, IOWA, a municipality (the "City"), established pursuant to the Code of Iowa and acting under the authorization of Chapters 15A, 404, and 364.7 of the Code of Iowa, 2020 (the "Code"), as amended, and **EH CONSTRUCTION LLC**, having offices for the transaction of business at 17604 Aurora Dr. Clive, IA 50325 (the "Developer").

WITNESSETH:

WHEREAS, the City owns certain real property more particularly described as:

The South ½ of North-South Alley and South 6' of the East 50' of the West 150' of the East-West Alley and Lot 9 of Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Note: The exact legal description to be taken from the abstract.

Locally known as: 506 West Second Avenue, Indianola, Iowa (the "Development Property"); and

WHEREAS, the City is willing to sell the Development Property to the Developer in exchange for valuable consideration pursuant to this Agreement; and

WHEREAS, Developer shall build a residential structure with a minimum taxable valuation of $449,865 intended to be used as townhouses (four (4) row dwellings) as shown Exhibit A, as may be amended from time to time, attached hereto and made a part hereof ("Minimum Improvements"), on the Development Property; and

WHEREAS, the City believes that the development of the Development Property pursuant to this Agreement and the fulfillment of this Agreement are in the vital and best interests of the City and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the foregoing project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the promises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I. REPRESENTATIONS AND WARRANTIES

Section 1.1. Developer makes the following representations and warranties:

a. This Agreement has been duly and validly authorized, executed, and delivered by Developer and, assuming due authorization, execution and delivery by the City, is in full force and effect and is a valid and legally binding instrument of Developer enforceable in accordance with its terms, except as the same may be limited by bankruptcy, insolvency, reorganization, or other laws relating to or affecting creditors' rights generally.

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

c. There are no actions, suits or proceedings pending or threatened against or affecting Developer in any court or before any arbitrator or before or by any governmental body in which there is a reasonable possibility of an adverse decision which could materially adversely affect the business (present or prospective), financial position or results of operations of Developer or which in any manner raises any questions affecting the validity of the Agreement or Developer's ability to perform its obligations under this Agreement.

d. Developer would not undertake its obligations under this Agreement without the sale of the Development Property in accordance with the terms of this Agreement.

ARTICLE II. SALE OF DEVELOPMENT PROPERTY

Section 2.1 Transfer of Development Property. For and in consideration of the obligations being assumed by the Developer hereunder, the City agrees to sell, and the Developer agrees to purchase, the Development Property, subject to easements and appurtenant servient estates and any zoning and other ordinances. Such transfer shall occur under the terms and conditions of this Agreement and following all process required by the City pursuant to Section 364.7 of the Iowa Code.

Section 2.2 Price. The purchase price for the Development Property shall be One Dollar ($1.00) and other good and valuable consideration due and payable at the Closing of the transaction.

Section 2.3. Real Estate Taxes and Special Assessments.

a. The property is currently tax-exempt while owned by the City. Developer shall be responsible for all taxes post-closing, if any.

b. The City shall pay all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year in which Closing occurs, and all prior installments thereof.

c. All other special assessments shall be paid by Developer.

Section 2.4. Right of Reversion. As security for completion of the Minimum Improvements, the deed conveying the Development Property to Developer shall contain a right of reversion ("City's Reversionary Right" or "Reversionary Right"), which may be exercised by the City, in its reasonable discretion, if Developer has not initiated construction of the Minimum Improvements on the Development Property as of November 4, 2022. This Right of Reversion shall terminate on the date construction of the Development Property commences, upon which it shall be of no further force and effect.

Once Developer commences construction, and the Right of Reversion terminates, if construction of the Minimum Improvements is not substantially completed by May 4, 2023, the Minimum Assessment shall still be applied in accordance with the Minimum Assessment Agreement. Substantial completion shall mean the Minimum Improvements have been completed with the exception of minor items that do not materially interfere with the completion of the Minimum Improvements or occupancy of the Development Property.

Developer shall allow no mortgages or liens, except a construction mortgage for the building of the project, (including, but not limited to, mechanic's liens) to encumber the Development Property while the City holds its Reversionary Right. To exercise the City's Reversionary Right described herein, the City must provide written notice to Developer (or its permitted successors, assigns, or transferees) within ninety (90) days of Developer's failure to perform under this Agreement, and record such notice with the County Recorder of deeds, in which case the title to the Development Property shall automatically revert to the City as of the date of the recording of the notice. Upon request from the City, Developer shall take all reasonable steps to ensure the City acquires marketable title to the Development Property through its exercise of its rights under this Section within 60 days of the City's demand, including without limitation, the execution of appropriate deeds and other documents. This provision shall survive the Closing.

The City agrees to execute any documents reasonably requested by Developer or its lender to evidence any termination of the City's Reversionary Right as set forth herein.

Section 2.5. Risk of Loss and Insurance. The City shall bear the risk of loss or damage to the Development Property prior to Closing. The City agrees to maintain existing insurance through Closing, if any, and Developer may purchase additional insurance. In the event of substantial damage or destruction prior to Closing, this Agreement shall be null and void; provided, however, Developer shall have the option to complete the closing and receive insurance proceeds regardless of extent of damages. The Development Property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date. Developer shall bear the risk of loss or damage to the Development Property after Closing in accordance with Section 3.4.

Section 2.6. Condition of the Property; Care and Maintenance. As of Closing, Developer agrees to take the Development Property "As Is" And, subject to Section 2.8, below, with respect to title, nothing in this Agreement shall be construed to require the City to remedy any condition of the Development Property. Except as expressly provided in this Agreement, the City makes no warranties or representations as to the condition of the Development Property. Developer will have conducted an inspection of the Development Property during the Due Diligence Period and waives all claims against the City as to the condition of the Development Property.

Section 2.7. Possession/Closing. Upon the obligations of both parties hereunder being met, including the execution of all documents required hereunder, Closing shall take place on May 4, 2022 (the "Closing Date"). This purchase shall be considered "Closed" upon the delivery to Developer of a duly executed special warranty deed for the Development Property in the form of the deed attached as Exhibit B. All parties and individual signatories hereto further agree to make, execute and deliver such further and additional documents as may be reasonably requested by the other party for the purpose of accomplishing the transfer herein contemplated.

Section 2.8. Abstract and Title. The City, at their expense, shall provide an abstract for the Development Property, continued through a date no more than forty-five (45) days prior to Closing, and deliver it to Developer for examination, which shall become the property of the Developer upon Closing. It shall show merchantable title in the City in conformity with this Agreement, Iowa law, and Title Standards of the Iowa State Bar Association. The City shall make every reasonable effort to promptly perfect title. If closing is delayed due to the City's inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The City shall pay the costs of any additional abstracting and title work to any act or omission of the City, including transfers by the City or its assigns.

Section 2.9. Environmental Matters. At Closing, the City will file with the County Recorder's office a properly executed Groundwater Hazard Statement as required by law. Developer takes the property "As Is" with regard to any environmental matters. The City makes no warranties and representations as to the environmental condition of the Development Property. Developer agrees to indemnify, release, defend and hold harmless the City for all claims, damages or costs relating to the Development Property that arise after the date of Closing.

Section 2.10. Proof of Financing. Developer warrants that it has commitments for acquisition, construction, and permanent financing for the development of the Development Property in an amount sufficient, together with equity commitments, to successfully complete the Minimum Improvements in accordance with the Construction Plans contemplated in Article III of this Agreement. Before Closing, Developer shall provide proof of this financing to the City. If Developer has not provided such proof of financing deemed satisfactory to the City in its sole, reasonable discretion, the City reserves the right to delay Closing or otherwise suspend its performance under this Agreement or take any other action contemplated by Section 4.2.

Section 2.11. Platting. Developer agrees to submit a new subdivision plat for approval within thirty (30) days of the date of this Agreement, which said plat will include Lots 7, 8 and 9 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa, and will show each of the four (4) proposed units on their own lots.

ARTICLE III. CONSTRUCTION OF IMPROVEMENTS

Section 3.1. Construction of Minimum Improvements.

a. Developer shall construct Minimum Improvements on the Development Property as set forth in this Agreement. Developer agrees that the scope and scale of the Minimum Improvements to be constructed shall not be significantly less than detailed and outlined in Exhibit A, as may be amended from time to time in accordance with the terms of this Agreement, and in the Construction Plans submitted to the City under Section 3.1(b), unless Amendments to the Minimum Improvements and Construction Plans have been agreed to by both Parties in writing; and that construction of the Minimum Improvements shall require a total investment of not less than Four Hundred Forty Nine Thousand Eight Sixty Five Dollars ($449,865).

b. Developer agrees that it will cause the Minimum Improvements to be constructed on the Development Property in conformance with the Construction Plans submitted to and approved by the City. The City's approval of the Construction Plans pursuant to this Section 3.1(b) is solely for purposes of this Agreement and shall not be deemed to constitute approval or waiver by the City for any other City purpose nor subject the City to any liability for the Minimum Improvements as constructed. Approval of the Construction Plans by the City shall not relieve any obligation to comply with the terms and provisions of this Agreement, or the provision of applicable federal, State, and local laws, ordinances, and regulations.

c. Developer will enter into a Minimum Assessment Agreement with the City, in substantially the form attached to this Agreement as Exhibit C, such agreement to be executed at the time this Agreement is executed by the parties.

d. Developer agrees that it will not apply for a tax abatement/exemption for the Minimum Improvements. Developer understands and agrees that if an application is made for tax abatement/exemption for Minimum Improvements, that application will not be moved forward to the Council for consideration.

Section 3.2. Unavoidable Delays. For the purposes of this Article, "Unavoidable Delays" means delays resulting from acts or occurrences outside the reasonable control of the party claiming the delay including but not limited to COVID-19 related delays, storms, floods, fires, explosions, or other casualty losses, unusual weather conditions, strikes, boycotts, lockouts, or other labor disputes, delays in transportation or delivery of material or equipment, litigation commenced by third parties, or the acts of any federal, State, or local governmental unit (other than acts of the City, with respect to a City-claimed delay).

Section 3.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, Developer shall cause construction of the Minimum Improvements to be substantially completed by no later than May 4, 2023; or by such other dates as the parties shall mutually agree upon in writing. Time lost as a result of Unavoidable Delays shall be added to extend this date by a number of days equal to the number of days lost as a result of Unavoidable Delays. All work with respect to the Minimum Improvements shall be in conformity with the Construction Plans approved by the building official or any amendments thereto as may be approved by the building official.

Section 3.4. Insurance. The Developer agrees during construction of the Minimum Improvements and thereafter until the Termination Date to maintain builder's risk, property damage, and liability insurance coverages with respect to the Minimum Improvements in such amounts as are customarily carried by like organizations engaged in activities of comparable size and liability exposure with insurance companies reasonably satisfactory to the City, together with such additional coverages as the City may reasonably request, and shall provide evidence of such coverages to the City upon request.

Section 3.5. Indemnification. Except for any negligence of the City, Developer shall indemnify, defend, and hold harmless the City and its governing body members, officers, agents, servants and employees thereof (the "Indemnified Parties"), and releases and agrees that the Indemnified Parties shall not be liable for any loss, damage, liabilities, injuries, claims, demands, costs, and expenses of every kind and nature, including legal fees, arising out of or in connection with Developer's acquisition of the Development Property or the construction, maintenance or operation of the Minimum Improvements.

ARTICLE IV. DEFAULT AND REMEDIES

Section 4.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean, whenever it is used in this Agreement, any one or more of the following events during the Term of this Agreement:

(a) Failure by Developer to cause the construction of the Minimum Improvements to be completed and the operations to continue pursuant to the terms and conditions of this Agreement;

(b) Transfer of Developer's interest in the Development Property or any interest in this Agreement or the assets of Developer in violation of the provisions of this Agreement;

(c) Failure by Developer to pay ad valorem taxes on the Development Property and Minimum Improvements;

(d) Failure by Developer to substantially observe or perform any covenant, condition, or obligation under this Agreement;

(e) The holder of any mortgage on the Development Property, or any improvements thereon, or any portion thereof, commences foreclosure proceedings as a result of any default under the applicable mortgage documents;

(f) If Developer shall:

(i) file any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act of 1978, as amended, or under any similar federal or state law; or

(ii) make an assignment for the benefit of its creditors; or

(iii) admit in writing its inability to pay its debts generally as they become due; or

(iv) be adjudicated as bankrupt or insolvent; or if a petition or answer proposing the adjudication of Developer as a bankrupt or its reorganization under any present or future federal bankruptcy act or any similar federal or state law shall be filed in any court and such petition or answer shall not be discharged or denied within ninety (90) days after the filing thereof; or a receiver, trustee or liquidator of Developer or the Minimum Improvements, or part thereof, shall be appointed in any proceedings brought against Developer, and shall not be discharged within ninety (90) days after such appointment, or if Developer shall consent to or acquiesce in such appointment; or

(g) Any representation or warranty made by Developer in this Agreement or in any written statement or certificate furnished by Developer pursuant to this Agreement, shall prove to have been incorrect, incomplete or misleading in any material respect on or as of the date of the issuance or making thereof.

Section 4.2. Developer Breach. If the Developer fails to perform any of its obligations under this Agreement, and fails to cure said breach within thirty (30) days after written notice from the City to the Developer, the City may (i) suspend its performance under this Agreement, (ii) terminate this Agreement upon written notice to the Developer, or (iii) take any other legal or equitable action deemed appropriate to enforce the Developer's obligations under this Agreement.

Section 4.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 4.4. No Implied Waiver. In the event any agreement contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 4.5. Enforcement Costs. Whenever any Event of Default occurs and the City shall employ attorneys or incur other expenses for the enforcement or performance of this Agreement, Developer agrees that it shall pay to the City the reasonable fees and expenses incurred by the City.

ARTICLE V. MISCELLANEOUS

Section 5.1. Developer represents and warrants that, to its best knowledge and belief after due inquiry, no officer or employee of the City, or their designees or agents, nor any consultant or member of the governing body of the City, and no other public official of the City who exercises or has exercised any functions or responsibilities with respect to the Project during his or her tenure, or who is in a position to participate in a decision-making process or gain insider information with regard to the Project, has had or shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work or services to be performed in connection with the Project, or in any activity, or benefit therefrom, which is part of the Project at any time during or after such person's tenure.

Section 5.2. A notice, demand or other communication under this Agreement by any party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally, and

a. In the case of Developer, is addressed or delivered personally to EH Construction LLC, c/o Becir Selimovic, 17604 Aurora Dr. Clive, IA 50325;
b. In the case of the City, is addressed or delivered personally to the City Manager at 110 North 1st Street, Indianola, Iowa 50125;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 5.3. This Agreement and the exhibits hereto reflect the entire agreement among the parties regarding the subject matter hereof, and supersedes and replaces all prior agreements, negotiations or discussions, whether oral or written.

Section 5.4. This Agreement may not be amended except by a subsequent writing signed by all parties hereto.

Section 5.5. This Agreement is intended to and shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Section 5.6. This Agreement shall terminate and be of no further force or effect after December 31, 2022, unless terminated earlier under the provisions of this Agreement.

Section 5.7. No assignment by a party of this Agreement or its rights and responsibilities hereunder shall be valid without the prior written consent of the other party. Furthermore, Developer agrees that it shall not assign or convey its interest in the Development Property during the term of this Agreement without the prior written consent of the City.

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, and the Developer has caused this Agreement to be duly executed on or as of the _____ day of _______________, 2022.

(SEAL) **CITY OF INDIANOLA, IOWA**

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _______ day of ______________, 2022, before a Notary Public in and for the State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Indianola, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

____
Notary Public in and for said State

[Signature page to Agreement for Private Development - City of Indianola]

EH CONSTRUCTION LLC

____

BECIR SELIMOVIC
Manager

STATE OF IOWA)
)SS
COUNTY OF WARREN)

On this _______ day of ________________, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Becir Selimovic, to me personally known.

____

Notary Public in and for said County and State

[Signature page to Agreement for Private Development – EH CONSTRUCTION LLC]

EXHIBIT A

E-Designs Plans Inc.

A western Canadian company from Alberta that designs and ships home plans all across Canada, the US, and Overseas.

For more information about this plan contact the designer at: info@edesignsplans.ca.

Plan #: 2011583 Front Elevation www.edesignsplans.ca Call Us 1-855-675-1800

Side Elevation

4-Plex Plan with Front Garages
1110 Sq. Ft. Main Floor per Side

Width:	100'-0"
Depth:	70'-0"
Bedrooms:	2
Bathrooms:	2
Main Floor Laundry:	Yes
Walk-in Pantry:	No
Office/Den:	No

Plan #: 2011583

Exterior Walls:	2x6 x 8 Ft. (Main Floor)
Foundation:	4' ICF (Insulated Concrete Form) (Other Foundations Available)
Special Ceilings:	Vaulted
Fireplace:	No
Deck(s):	Rear Patios
Veranda(s):	Yes (Covered)
Attached Garage:	Yes (1-Car each with 9'x7' Door)
Finished Basement Plan:	No

4-Plex with Front Garages & Great Curb Appeal. A well thought-out floor plan and an exterior that would look great in any neighborhood. Enter from the covered verandas into the front entry. A full sized closet is located here along with access to a large single car garage. Check out the openness of the great room, dining room and kitchen. And all have vaulted ceilings. The kitchen features a walk-in pantry. The stacking washer/dryer are conveniently located behind the kitchen and close to the bedrooms. A large storage closet also has the access to the crawl space. The master bedroom features a large 3-piece ensuite. A nice-sized guest room is located next to a full 3-piece main bath. This design could also easily be done with a slab on grade.

Main Floor

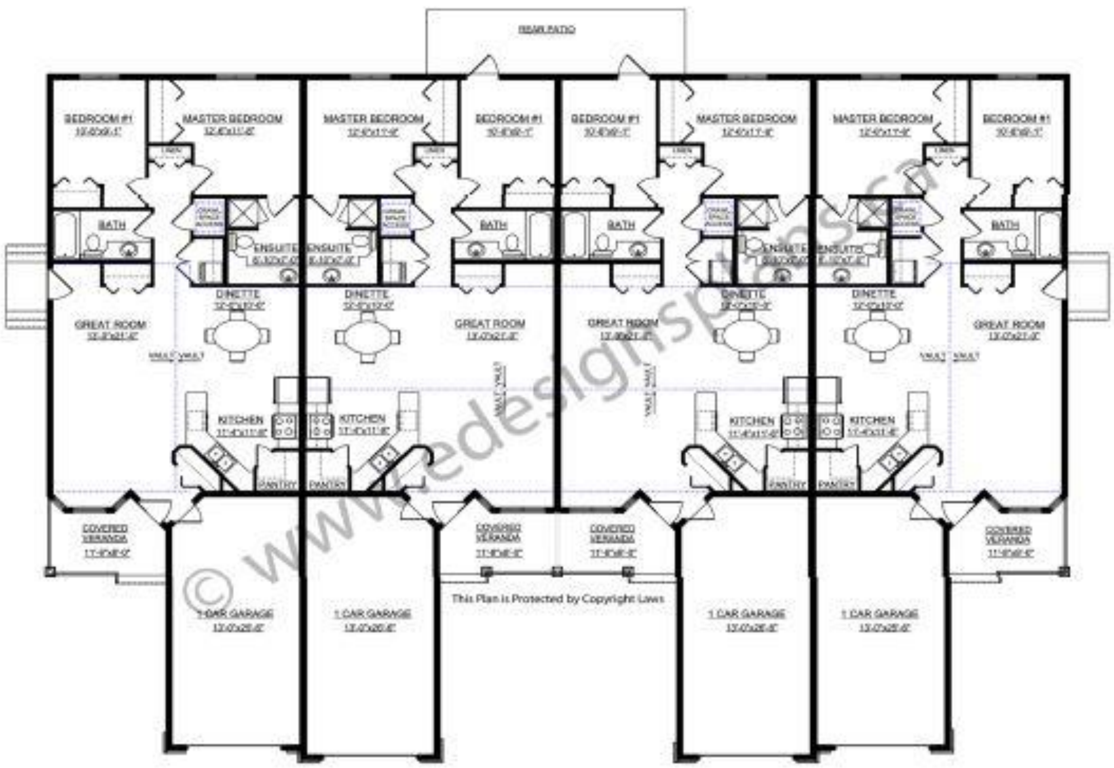

REAR PATIO
BEDROOM #1
MASTER BEDROOM
BATH
ENSUITE
DINETTE
GREAT ROOM
KITCHEN
PANTRY
COVERED VERANDA
1 CAR GARAGE
This Plan is Protected by Copyright Laws

EXHIBIT B

SPECIAL WARRANTY DEED

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Taxpayer Information:
EH Construction LLC
17604 Aurora Dr.
Clive, IA 50325

Return Document To:

Grantors: City of Indianola, Iowa

Grantees: EH Construction LLC
17604 Aurora Dr.
Clive, IA 50325

Legal Description: See Page 2

Document or instrument number of previously recorded documents:

SPECIAL WARRANTY DEED

For the consideration of One (1) Dollars and other valuable consideration, **the City of Indianola, Iowa,** ("Grantor") does hereby convey to **EH Construction LLC,** ("Grantee") the following described real estate in WARREN County, Iowa:

> The South ½ of North-South Alley and South 6' of the East 50' of the West 150' of the East-West Alley and Lot 9 of Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.
>
> Locally known as: 506 West Second Avenue, Indianola, Iowa

This Deed is subject to all the terms, provisions, covenants, conditions and restrictions contained in that certain Development Agreement, executed by the Grantor and Grantee herein, dated **______________**, 2022, as amended (hereinafter the "Agreement") which is herein incorporated by reference, a copy of which is on file for public inspection at the office of the City Clerk of the Grantor. All capitalized terms contained in this Deed have the same meaning as assigned to them in the Development Agreement.

Specifically, this Deed is subject to the right of Grantor to reacquire title to the described real estate in the event that Developer has not commenced construction of the Minimum Improvements by November 4, 2022, in which event the Grantor shall have the right to reacquire the property and to terminate and revest in the Grantor the estate conveyed by this Deed to the Grantee, its assigns and successors in interest in accordance with the terms and conditions of the Agreement, all right, title and interest of Grantee in the above-described premises shall cease and revert immediately to Grantor, its successors and assigns. The right of the City to reacquire title to the described real estate shall terminate on the date Developer commences construction of the Minimum Improvements. These conditions shall run with the land.

None of the provisions of the Agreement shall be deemed merged in, affected or impaired by this Deed.

This transfer is exempt under Iowa Code Chapter 428A.2.19

Grantor does hereby covenant with Grantee and successors in interest to warrant and defend the real estate against the lawful claims of all persons claiming by, through or under them, except as may be above stated.

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

Dated: **________________________________**

CITY OF INDIANOLA

By ____________________________________
Stephanie Erickson
Mayor

By ____________________________________
Jackie Raffety
City Clerk

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _______ day of _______________, 2022, before a Notary Public in and for the State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Indianola, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

____
Notary Public in and for said State

EXHIBIT C

MINIMUM ASSESSMENT AGREEMENT

THIS AGREEMENT, dated as of the _____ day of ______________, 2022, is entered into by and among the CITY OF INDIANOLA, IOWA (the "City"), EH CONSTRUCTION LLC, (THE "Developer"), and the County Assessor of Warren County (the "Assessor").

WITNESSETH

WHEREAS, the Developer owns certain real property the legal description of which is

Lots 7, 8, and 9 of Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

The South ½ of North-South Alley and South 6' of the East-West Alley adjacent to Lots 7, 8, and 9 of Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

(the "Property"); and

WHEREAS, the Developer will undertake the development of residential facilities on the Property; and

WHEREAS, the Assessor's records show the valuation for the Property and any improvements as of January 1, 2022 to be $27,500 (the "Beginning Valuation"); and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Developer desire to establish certain minimum actual values for the Property and the improvements to be constructed thereon, which shall be effective on the dates set out below, and from then until this Agreement is terminated pursuant to the terms hereof and which is intended to reflect the minimum market value of the land and improvements on those dates;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. The minimum actual values which shall be assessed for the Property with the improvements constructed thereon shall exceed the Beginning Valuation by $449,865, for a total of $477,365, beginning on January 1, 2023.

2. To the extent that, by action of state law or otherwise, the taxable valuation of the Property is shown on the records of the Warren County Auditor to be less than the actual valuation shown above, the actual valuation figure listed for such year shall be adjusted in such manner to produce a taxable valuation figure equal to the minimum actual valuation figure listed for such year.

3. In accordance with Section 403.6 of the Code of Iowa, this Agreement does not prohibit the Assessor from assigning a higher actual value to the Property nor does it prohibit the Developer from seeking administrative or legal remedies to reduce the actual value assigned by the Assessor, except that

the Developer shall not seek to have the actual value reduced below the minimum actual values set out in paragraph 1 of this Agreement.

4. This Agreement shall be promptly recorded with the Warren County Recorder.

5. Neither the preambles nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract or agreement between the City and the Developer.

6. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

7. The City and the Developer have caused this Agreement to be signed, in their names and on their behalf, by their duly authorized officers, and the City's seal to be affixed, all as of the day and date written above.

CITY OF INDIANOLA, IOWA

By ________________________________
Stephanie Erickson
Mayor

Attest:

____
Jackie Raffety
City Clerk

(SEAL)

STATE OF IOWA)
) SS
COUNTY OF WARREN)

On this _______ day of ______________, 2022, before a Notary Public in and for the State, personally appeared Stephanie Erickson and Jackie Raffety, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively of the City of Indianola, Iowa, a Municipality, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

____
Notary Public in and for said State

EH CONSTRUCTION LLC

By:______________________________________
BECIR SELIMOVIC
Manager

STATE OF IOWA)
)SS
COUNTY OF WARREN)

On this _______ day of ________________, 2022, before me the undersigned, a Notary Public in and for said State, personally appeared Becir Selimovic, to me personally known.

____

Notary Public in and for said County and State

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above described property upon completion of improvements to be made on it, hereby certifies that the actual values assigned to such land and improvements as of the date set out in the Agreement to which this Certification is attached shall be not less than the amounts shown on said date, until termination of this Agreement pursuant to the terms hereof.

____
Janet Bunce, County Assessor for Warren County, State of Iowa

Subscribed and sworn to before me this _____ day of _______________, 2022.

____
Notary Public

506 West 2nd Avenue

Assume Valuation and Tax Rates Remain Unchanged

With Abatement

Year	Improvement Valuation	Valuation with Residential Rollback (~54.13%)	Consolidated Tax Rate	Total Tax Revenue on Improvements	Tax Abatement Schedule	Taxes Abated	Taxes Owed
1	214,225	115,960	39.57735	4,589	100%	4,589.39	-
2	214,225	115,960	39.57735	4,589	80%	3,671.51	917.88
3	214,225	115,960	39.57735	4,589	60%	2,753.63	1,835.76
4	214,225	115,960	39.57735	4,589	40%	1,835.76	2,753.63
5	214,225	115,960	39.57735	4,589	20%	917.88	3,671.51
6	214,225	115,960	39.57735	4,589	0%	-	4,589.39
7	214,225	115,960	39.57735	4,589	0%	-	4,589.39
8	214,225	115,960	39.57735	4,589	0%	-	4,589.39
9	214,225	115,960	39.57735	4,589	0%	-	4,589.39
10	214,225	115,960	39.57735	4,589	0%	-	4,589.39
						12,850.29	32,125.72

Total Value Needed on All 3 Lots
$642,675.00
Total Value Needed for Each Unit
$160,668.75

Without Abatement

Year	Improvement Valuation	Valuation with Residential Rollback (~54.13%)	Consolidated Tax Rate	Total Tax Revenue on Improvements	Tax Abatement Schedule	Taxes Abated	Taxes Owed
1	149,955	81,171	39.57735	3,213	0%	-	3,212.52
2	149,955	81,171	39.57735	3,213	0%	-	3,212.52
3	149,955	81,171	39.57735	3,213	0%	-	3,212.52
4	149,955	81,171	39.57735	3,213	0%	-	3,212.52
5	149,955	81,171	39.57735	3,213	0%	-	3,212.52
6	149,955	81,171	39.57735	3,213	0%	-	3,212.52
7	149,955	81,171	39.57735	3,213	0%	-	3,212.52
8	149,955	81,171	39.57735	3,213	0%	-	3,212.52
9	149,955	81,171	39.57735	3,213	0%	-	3,212.52
10	149,955	81,171	39.57735	3,213	0%	-	3,212.52
							32,125.19

Total Value Needed on All 3 Lots
$449,865.00
Total Value Needed for Each Unit
$112,466.25

City Investment in Property	32,125
Purchase Offer by Buyer	-
Total Property Taxes under Abatement	32,126
Total Gross Return	32,126
Total Net Return	1

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Public Hearing regarding a development agreement and the sale of real property located at 506 West 2nd Avenue.

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Resolution approving a development agreement and the sale of real property located at 506 West 2nd Avenue.

Recommendation: Roll call is in order.

Attachments: 1. 4- Resolution

RESOLUTION NO. 2022-___________

RESOLUTION MAKING FINAL DETERMINATION ON POTENTIAL SALE OF INTEREST IN REAL PROPERTY AND APPROVING AND AUTHORIZING EXECUTION OF A DEVELOPMENT AGREEMENT BY AND BETWEEN THE CITY OF INDIANOLA AND EH CONSTRUCTION LLC

WHEREAS, the City has adopted the Urban Revitalization Plan ("Plan") designating a portion of the City as an urban revitalization area pursuant to the City's powers under Chapter 404 of the Code in order to encourage private development and improvements in the area, and to enhance the area and substantially improve the neighborhood and the community; and

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

WHEREAS, the City has received a proposal from EH Construction LLC (the "Developer"), in the form of a proposed Development Agreement (the "Agreement") by and between the City and the Developer, pursuant to which, among other things, the Developer would agree to construct certain Minimum Improvements (as defined in the Agreement) together with all related site improvements on the "Development Property" legally described as follows:

The South ½ of North-South Alley and South 6' of the East 50' of the West 150' of the East-West Alley and Lot 9 of Block 18 of the Jones & Windles Addition, an Official Plat, now included in and forming a part of the City of Indianola, Warren County, Iowa.

Locally known as: 506 West Second Avenue, Indianola, Iowa; and

WHEREAS, the Agreement further proposes that the City will: (i) sell the Development Property to the Developer under the terms and following satisfaction of the conditions set forth in the Development Agreement; and (ii) construct certain Public Improvements (as defined in the Agreement) which will benefit, among other things, the Development Property; and

WHEREAS, in compliance with Iowa Code 364.7, the Council has set forth its proposal to dispose of interests in the Development Property by publication of notice of a public hearing on the Agreement; and

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

WHEREAS, the Council has determined that the Agreement is in the best interests of the City and the residents thereof and that the performance by the City of its obligations thereunder is a public undertaking and purpose and in furtherance of the Plan.

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

Section 1. The Council finds that disposal of interests in the Development Property to Developer as set forth in the Agreement will benefit the health, safety and welfare of, and is in the best interests of the residents of the City. The Council further finds that transfer of the Development Property will promote the purposes of the Plan and that these benefits, together with the other consideration provided for in the Agreement, constitute fair consideration for the disposal of interests in the Development Property.

Section 2. The proposal to sell the Development Property to Developer pursuant to the terms of the proposed Agreement is hereby approved.

Section 3. The performance by the City of its obligations under the Agreement, including but not limited to selling the Development Property to the Developer in connection with the redevelopment of the Development Property under the terms set forth in the Agreement, be and is hereby declared to be a public undertaking and purpose and in furtherance of the best interests of the residents of the City.

Section 4. The form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Mayor and the City Clerk be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the City in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers, and that from and after the execution and delivery of the Agreement, the Mayor and the City Clerk are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 2nd day of May 2022.

Stephanie Erickson, Mayor

ATTEST:

Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Resolution authorizing payment to Select Settlement Services in an amount not to exceed $3,000 for closing costs related to the sale of real property located at 506 West 2nd Avenue.

Recommendation: Roll call is in order.

Attachments: 1. Res 2022- Select Settlement Services Payment

City of Indianola

RESOLUTION NO. 2022-

RESOLUTION AUTHORIZING PAYMENT TO SELECT SETTLEMENT SERVICES IN AN AMOUNT NOT TO EXCEED $3,000 FOR CLOSING COSTS RELATED TO THE SALE OF REAL PROPERTY LOCATED AT 506 WEST 2ND AVENUE

WHEREAS, the City of Indianola signed a listing agreement with Iowa Realty in 2018 for the sale of real property located at 506 West 2nd Avenue ("Property"); and

WHEREAS, an offer has been made on the Property, the last remaining lot in the City's Dangerous and Dilapidated (D&D) Program, for $1.00, and a proposed closing date of May 4, 2022; and

WHEREAS, the City of Indianola will need to pay closing costs associated with the sale of the property in amount not to exceed $3,000 to Select Settlement Services.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Indianola, Iowa that the payment to Select Settlement Services for closing costs associated with the sale of real property at 506 West 2nd Avenue, for an amount not to exceed $3,000, is hereby approved.

APPROVED this 2nd day of May 2022.

____

Stephanie Erickson, Mayor

ATTEST:

____

Jackie Raffety, City Clerk

MEMORANDUM

To: Mayor and City Council

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

Date: May 2, 2022

Subject: Tobacco Sales Permit Violations

Introduction: On January 17, 2022, compliance checks were conducted on tobacco retailers. From those checks, on permit holder or employee of the permit holder sold cigarettes or tobacco products to a person under twenty-one years of age. The permit holder was Jiffy #921, located at 311 North Jefferson Way.

Background: Council set a Public Hearing at their April 18, 2022 Council meeting. The permit holder was sent a letter stating they have the option to settle the care in lieu of a public hearing by signing an agreement and paying a $300 fee no later than 10 business days prior to the hearing date.

Discussion: Jiffy has not signed the agreement; Council will need to hold a Public Hearing on the violation and then consider assessing a civil penalty in the amount of $300 against Jiffy #921, 311 North Jefferson Way, the retail permit holder.

Budget Impact:

Recommendation:

Attachments: None

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Public Hearing for Jiffy #921 regarding the mandatory $300.00 civil penalty prescribed by 453A.22(2)(a) for the violation of Iowa Code Section 453A.2(1), selling, giving, or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age.

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Consideration of the violation of Iowa Code Section 453A.2(1), selling, giving or otherwise supplying any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age and assessing a civil penalty in the amount of $300 against Jiffy #921, 311 North Jefferson, the retail permit holder.

Recommendation: Roll call is in order.

Attachments:
1. Hearing Complaint 1st Violation (002)
2. Order After Public Hearing

HEARING COMPLAINT

IN RE:	:	
	:	
Permit Holder:	:	
Jiffy 921	:	**FIRST VIOLATION**
311 N Jefferson Way	:	
Indianola, IA 50125	:	
	:	

The City of Indianola hereby makes the following Complaint against the above-named Permit Holder:

1. Iowa Code Section 453A.2(1) provides that a person shall not "sell, give, or otherwise supply any tobacco, tobacco products, or cigarettes to any person under twenty-one years of age".

2. Iowa Code Section 453A.22(2)(a) provides that if a Permit Holder or an employee of a Permit Holder has violated Iowa Code Section 453A.2(1), the Permit Holder shall be assessed a civil penalty of Three Hundred Dollars ($300.00) for a first violation of Iowa Code Section 453A.2(1).

3. On or about January 17, 2022, the Permit Holder or an employee of the Permit Holder sold cigarettes or tobacco products to a person under twenty-one years of age. A copy of the Compliance Check is attached and incorporated herein.

WHEREFORE, in accordance with Iowa law, the City of Indianola respectfully requests the Indianola City Council find a violation of the above-referenced sections of Iowa Code Chapter 453A and assess a civil penalty in the amount of Three Hundred Dollars ($300.00) against Jiffy 921, 311 N Jefferson Way, the retail Permit Holder.

Amy S. Beattie AT0000737
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com
ATTORNEY FOR THE CITY OF INDIANOLA, IA

Original Filed with Indianola City Council
Copy to Permit Holder: Jiffy 921
311 N Jefferson Way
Indianola, IA 50125

ORDER

IN RE:	:	
	:	
Permit Holder:	:	
Jiffy 921	:	**FIRST VIOLATION**
311 N Jefferson Way	:	
Indianola, IA 50125	:	
	:	

NOW ON THIS the ____ day of _____________, 2022, after public hearing on the matter, the Indianola City Council enters this Order the above captioned Permit Holder.

WHEREFORE, the Indianola City Council **FINDS** that the above captioned Permit Holder has failed to appear at the hearing, that the City Council is fully advised of the charges against the Permit Holder, and therefore the City of Indianola hereby orders a civil penalty in the amount of Three Hundred Dollars ($300.00) within thirty (30) days of this Order. Be advised that this sanction will count as a First Violation of Iowa Code Section 453A.2(1), pursuant to Iowa Code Section 453A.22(2)(a).

IT IS FURTHER ORDERED that in accordance with Iowa Code Section 453A.22, failure to pay the civil penalty as ordered shall result in automatic suspension of the permit for a period of fourteen days.

Dated at Indianola, Iowa on the date written above.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

Copies to:
Amy S. Beattie
BRICK, GENTRY, BOWERS, SWARTZ & LEVIS, P.C.
6701 Westown Parkway, Suite 100
West Des Moines, Iowa 50266
Telephone: (515) 274-1450
Fax: (515) 274-1488
E-mail: amy.beattie@brickgentrylaw.com

MEMORANDUM

To: Mayor and City Council

From: Andy Lent, Asst. City Manager/CFO

Date: May 2, 2022

Subject: Fiscal Year 22 Budget Amendment

Introduction:

Background: A city can amend its current fiscal budget to meet unexpected or unanticipated expenses. The budget amendment process is typically the same as approving the fiscal budget. The Council will approve the amendment by resolution following a public hearing with published notification 10-20 days prior to the public hearing.

Discussion: Staff is requesting the Council approve amending the FY22 budget for the following reasons:

- Increase in Local Option Sales Tax Revenue: $882,046
- Increase in fuel for Fire vehicles: $10,000
- Police Drone purchase (through forfeiture funds): $20,000
- Legal Services for Development Agreements: $20,000
- 2021 GO WRRF Principal Payment: $674,000
- 2021 GO WRRF Interest Payment: $64,558

Net cost of the third amendment to the FY23 Fiscal Budget: $-93,488.

Budget Impact: An increase in the overall fund balance of $93,488.

Recommendation:

Attachments: None

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Public Hearing on the third budget amendment to FY22 budget.

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

Attachments: None

MEMORANDUM

To: Mayor and City Council

From: Andy Lent, Asst. City Manager/CFO

Date: May 2, 2022

Subject: Resolution approving the third amendment to the Fiscal Year 22 budget.

Recommendation: Approval of the amendment resolution by roll call.

Attachments: 1. Res. Amendment to FY22 Budget, 2 May 2022

RESOLUTION 2022-

RESOLUTION APPROVING THIRD AMENDMENT TO CITY OF INDIANOLA FISCAL YEAR 2022 BUDGET

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

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

WHEREAS, a hearing on the amendment was held with notice published on April 13, 2022 in the Indianola Record-Herald.

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

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

Passed and approved this 2nd day of May 2022.

____
Stephanie Erickson, Mayor

ATTEST:

____
Jackie Raffety, City Clerk

NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET
City of INDIANOLA
Fiscal Year July 1, 2021 - June 30, 2022

The City of INDIANOLA will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2022

Meeting Date/Time: 5/2/2022 06:00 PM	**Contact:** Andrew Lent	**Phone:** (515) 961-9410

Meeting Location: Indianola City Hall, 110 N 1st Street, Indianola, IA 50125

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing.

REVENUES & OTHER FINANCING SOURCES		**Total Budget as Certified or Last Amended**	**Current Amendment**	**Total Budget After Current Amendment**
Taxes Levied on Property	1	8,410,643	0	8,410,643
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Net Current Property Tax	3	8,410,643	0	8,410,643
Delinquent Property Tax Revenue	4	0	0	0
TIF Revenues	5	1,500,000	0	1,500,000
Other City Taxes	6	1,559,301	882,046	2,441,347
Licenses & Permits	7	320,700	0	320,700
Use of Money & Property	8	357,709	0	357,709
Intergovernmental	9	2,791,851	0	2,791,851
Charges for Service	10	5,615,696	0	5,615,696
Special Assessments	11	0	0	0
Miscellaneous	12	281,870	0	281,870
Other Financing Sources	13	29,000,000	0	29,000,000
Transfers In	14	13,443,464	0	13,443,464
Total Revenues & Other Sources	15	63,281,234	882,046	64,163,280
EXPENDITURES & OTHER FINANCING USES				
Public Safety	16	8,144,303	30,000	8,174,303
Public Works	17	1,733,270	0	1,733,270
Health and Social Services	18	0	0	0
Culture and Recreation	19	2,618,853	0	2,618,853
Community and Economic Development	20	291,231	20,000	311,231
General Government	21	1,781,039	0	1,781,039
Debt Service	22	2,212,417	738,558	2,950,975
Capital Projects	23	11,176,979	0	11,176,979
Total Government Activities Expenditures	24	27,958,092	788,558	28,746,650
Business Type/Enterprise	25	33,170,410	0	33,170,410
Total Gov Activities & Business Expenditures	26	61,128,502	788,558	61,917,060
Tranfers Out	27	13,443,464	0	13,443,464
Total Expenditures/Transfers Out	28	74,571,966	788,558	75,360,524
Excess Revenues & Other Sources Over (Under) Expenditures/Transfers Out	29	-11,290,732	93,488	-11,197,244
Beginning Fund Balance July 1, 2021	30	35,404,405	0	35,404,405
Ending Fund Balance June 30, 2022	31	24,113,673	93,488	24,207,161

Explanation of Changes: General obligation loan payment for Water Resource Recovery Facility,, Legal fees for economic development agreements. Increase in vehcle operating supplies for Fire/EMS. Public safety drone program.

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Resolution calling a county special city election on the proposed issuance of not to exceed $27,700,000 general obligation bonds or capital loan notes (City Facility) (For a general corporate purpose).

Recommendation: Roll call is in order.

Attachments: 1. Res 2022- Calling Election GO Bonds-Notes (City Facility)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Not To Exceed $27,700,000 General Obligation Bonds or Capital Loan Notes.

- Resolution calling election on the issuance (City Facility)

<u>NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.</u>

May 2, 2022

The City Council of the City of Indianola, State of Iowa, met in _______________ session, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at ____ ____.M., on the above date. There were present Mayor _______________, in the chair, and the following named Council Members:

____

____

Absent: ____

* * * * * * *

The City Council then proceeded to discuss the matter of calling a special City election.

Council Member ____________________ introduced the following Resolution entitled "RESOLUTION CALLING A COUNTY SPECIAL CITY ELECTION ON THE PROPOSED ISSUANCE OF NOT TO EXCEED $27,700,000 GENERAL OBLIGATION BONDS OR CAPITAL LOAN NOTES (CITY FACILITY) (FOR A GENERAL CORPORATE PURPOSE)" and moved its adoption. Council Member _____________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____________________________________

____

NAYS: _____________________________________

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION CALLING A SPECIAL CITY ELECTION ON THE PROPOSED ISSUANCE OF NOT TO EXCEED $27,700,000 GENERAL OBLIGATION BONDS OR CAPITAL LOAN NOTES (CITY FACILITY) (FOR A GENERAL CORPORATE PURPOSE)

WHEREAS, the City of Indianola, Iowa, proposes to contract indebtedness and issue general obligation bonds or capital loan notes to provide funds to pay costs of a general corporate purpose project as hereinafter described; and

WHEREAS, to carry out a general corporate purpose project as hereinafter described, it is deemed necessary that the City of Indianola, State of Iowa, should issue General Obligation Bonds or Capital Loan Notes to the amount of not to exceed $27,700,000, as authorized by Sections 384.24A and 384.26 of the Code of Iowa; and

WHEREAS, Sections 384.24A and/or 384.26 of the Code of Iowa, provide that a City may construct a building to be used for any combination of permitted purposes, and before the Council may institute proceedings for the issuance of bonds or capital loan notes therefor, it shall call a special election to vote upon the proposition of issuing said bonds or capital loan notes in accordance with the provisions of said statute; and

WHEREAS, neither the proposal for the issuance of the bonds or capital loan notes hereinafter set forth, nor any other proposal incorporating any portion of it, has or will have been submitted to the electors of the City for a period of more than six months prior to the date of election hereinafter provided; and

WHEREAS, the "______________________________", is a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, and is published in said County and of general circulation therein:

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

Section 1. That there is hereby called an election on Tuesday, the 13th of September, 2022, at which election there shall be submitted to the registered voters of the City the following question, to-wit:

> Shall the City of Indianola, Iowa issue its General Obligation Bonds or Capital Loan Notes in an amount not to exceed $27,700,000 to provide funds to construct, furnish and equip a new city facility to house the public library and city hall, with related site improvements?

Section 2. That the voting place or places for the election, and the hours the polls shall be opened and closed shall be as set out in the notice of election, such notice to be prepared and approved by the County Commissioner of Elections.

Section 3. That the form of ballot to be used at the election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the election, all such measures shall be printed upon one ballot.

Section 4. That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election.

Section 5. That the Auditor of Warren County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in the "______________", being a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in said City and of general circulation therein, the publication to be not less than four clear days nor more than twenty days prior to the date of the election.

Section 6. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election.

Section 7. That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this 2nd day of May, 2022.

____
Mayor

ATTEST:

____
City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, the undersigned City Clerk of the City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this __________ day of _______________, 2022.

____
City Clerk, City of Indianola, State of Iowa

(SEAL)

02038385-1\13538-173

MEMORANDUM

To: Mayor and City Council

From:

Date: May 2, 2022

Subject: Resolution calling a county special city election on the proposed issuance of not to exceed $34,500,000 general obligation bonds or capital loan notes (Public Safety Facility) (For a general corporate purpose).

Recommendation: Roll call is in order.

Attachments: 1. Res 2022- Calling Election GO Bonds-Notes (Public Safety Facility)

ITEMS TO INCLUDE ON AGENDA

CITY OF INDIANOLA, IOWA

Not To Exceed $34,500,000 General Obligation Bonds or Capital Loan Notes.

- Resolution calling election on the issuance (Public Safety Facility)

<u>NOTICE MUST BE GIVEN PURSUANT TO IOWA CODE CHAPTER 21 AND THE LOCAL RULES OF THE CITY.</u>

May 2, 2022

The City Council of the City of Indianola, State of Iowa, met in _______________ session, in the Council Chambers, City Hall, 110 N. 1st Street, Indianola, Iowa, at ____ ____.M., on the above date. There were present Mayor _______________, in the chair, and the following named Council Members:

____

____

Absent: ____

* * * * * * *

The City Council then proceeded to discuss the matter of calling a special City election.

Council Member ____________________ introduced the following Resolution entitled "RESOLUTION CALLING A COUNTY SPECIAL CITY ELECTION ON THE PROPOSED ISSUANCE OF NOT TO EXCEED $34,500,000 GENERAL OBLIGATION BONDS OR CAPITAL LOAN NOTES (PUBLIC SAFETY FACILITY) (FOR A GENERAL CORPORATE PURPOSE)" and moved its adoption. Council Member _____________________ seconded the motion to adopt. The roll was called and the vote was,

AYES: ______________________________________

____

NAYS: ______________________________________

Whereupon, the Mayor declared the following Resolution duly adopted:

RESOLUTION CALLING A SPECIAL CITY ELECTION ON THE PROPOSED ISSUANCE OF NOT TO EXCEED $34,500,000 GENERAL OBLIGATION BONDS OR CAPITAL LOAN NOTES (PUBLIC SAFETY FACILITY) (FOR A GENERAL CORPORATE PURPOSE)

WHEREAS, the City of Indianola, Iowa, proposes to contract indebtedness and issue general obligation bonds or capital loan notes to provide funds to pay costs of a general corporate purpose project as hereinafter described; and

WHEREAS, to carry out a general corporate purpose project as hereinafter described, it is deemed necessary that the City of Indianola, State of Iowa, should issue General Obligation Bonds or Capital Loan Notes to the amount of not to exceed $34,500,000, as authorized by Sections 384.24A and/or 384.26 of the Code of Iowa; and

WHEREAS, Sections 384.24A and/or 384.26 of the Code of Iowa, provide that a City may construct a building to be used for any combination of permitted purposes, and before the Council may institute proceedings for the issuance of bonds or capital loan notes, it shall call a special election to vote upon the proposition of issuing said bonds or capital loan notes in accordance with the provisions of said statute; and

WHEREAS, neither the proposal for the issuance of the bonds or capital loan notes hereinafter set forth, nor any other proposal incorporating any portion of it, has or will have been submitted to the electors of the City for a period of more than six months prior to the date of election hereinafter provided; and

WHEREAS, the "______________________________", is a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, and is published in said County and of general circulation therein:

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

Section 1. That there is hereby called an election on Tuesday, the 13th of September, 2022, at which election there shall be submitted to the registered voters of the City the following question, to-wit:

> Shall the City of Indianola, Iowa issue its General Obligation Bonds or Capital Loan Notes in an amount not to exceed $34,500,000 to provide funds to construct, furnish and equip a new public safety facility to house the fire and police departments, with related site improvements?

Section 2. That the voting place or places for the election, and the hours the polls shall be opened and closed shall be as set out in the notice of election, such notice to be prepared and approved by the County Commissioner of Elections.

Section 3. That the form of ballot to be used at the election shall be of the type authorized by the Code of Iowa that will permit the use of electronic counters and will be in substantially the form set forth in the Notice of Election. That, if more than one public measure shall be submitted to the electors at the time of the election, all such measures shall be printed upon one ballot.

Section 4. That the Election Board for the voting precinct or precincts shall be appointed by the County Commissioner of Elections, not less than 15 days before the date of said election.

Section 5. That the Auditor of Warren County, Iowa, being the County Commissioner of Elections, is hereby directed to publish the notice of election once in the "______________", being a legal newspaper, printed wholly in the English language, as defined by Section 618.3 of the Code of Iowa, published in said City and of general circulation therein, the publication to be not less than four clear days nor more than twenty days prior to the date of the election.

Section 6. That the County Commissioner of Elections shall cause to be prepared all such ballots and election registers and other supplies as may be necessary for the proper and legal conduct of said election.

Section 7. That the Clerk is hereby directed to file a certified copy of this Resolution in the office of the County Commissioner of Elections, which filing shall also constitute the "written notice" to the County Commissioner of Elections of the election date required to be given by the governing body under the provisions of Chapter 47 of the Code of Iowa.

PASSED AND APPROVED this 2nd day of May, 2022.

____

Mayor

ATTEST:

____

City Clerk

CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF WARREN)

I, the undersigned City Clerk of the City of Indianola, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the City showing proceedings of the Council, and the same is a true and complete copy of the action taken by the Council with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Council and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Council pursuant to the local rules of the Council and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective City offices as indicated therein, that no Council vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the City or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Council hereto affixed this __________ day of _______________, 2022.

____
City Clerk, City of Indianola, State of Iowa

(SEAL)

02038342-1\13538-172

MEMORANDUM

To: Mayor and City Council

From: Andy Lent, Asst. City Manager/CFO

Date: May 2, 2022

Subject: Resolution authorizing the execution of an engagement agreement with D.A. Davidson.

Introduction: Underwriter Engagement Agreement with D.A. Davidson for Public Building Borrowing

Background: When a public entity issues bond notes, the entity hires an underwriter who facilitates the selling of the bond notes to potential investors. The cost of the underwriter is usually built into the bond proceeds.

Discussion: The engagement agreement included in the Council packet establishes D.A. Davidosn as the underwriter for the bond notes should the City receive authorization and proceed to issue bond notes for the public building project.

Budget Impact: An amount not-to-exceed 0.900% of the principal amount of notes issued and a fee of $2,500 per series, all as part of the bond issue proceeds.

Recommendation: Approval of resolution on roll call vote.

Attachments:

1. Res 2022- approving engagement letter
2. Davidson Engagement Letter

City of Indianola

RESOLUTION NO. 2022-

RESOLUTION AUTHORIZING THE EXECUTION OF AN ENGAGEMENT AGREEMENT WITH D.A. DAVIDSON

WHEREAS, the City of Indianola has planned capital improvements including a city facility to house the public library and city hall, and a public safety facility to house the fire and police departments; and

WHEREAS, the construction of the facilities will require financing; and

WHEREAS, the City Council desires to retain D.A. Davidson for underwriter services in relation to said financing; and

WHEREAS, it is the determination of the City Council that the City should enter into the Engagement Letter in the form attached as Exhibit "A".

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

1. The attached Engagement Letter between the City of Indianola and D.A. Davidson is in the best interest of the citizens and is hereby approved.
2. The Mayor is authorized and directed to execute the Engagement Letter on behalf of the City.

PASSED this 2nd day of May 2022.

____

Stephanie Erickson, Mayor

ATTEST:

____

Jackie Raffety, City Clerk

04/22/2022

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

Re: Underwriting Engagement Letter

Ladies and Gentlemen:

On behalf of D.A. Davidson & Co. (“we” or “Davidson”), thank you for the opportunity to serve as underwriter for the City of Indianola, Iowa (the “Issuer”) on the Issuer’s proposed offering and issuance of General Obligation Capital Loan Notes (including potential annual appropriation debt) for planned capital improvements including a city facility to house the public library and city hall, and a public safety facility to house the fire and police departments, (the “Notes”). This letter will confirm the terms of our engagement; however, it is anticipated that this letter will be replaced and superseded by a note purchase agreement to be entered into by the parties (the “Purchase Agreement”) if and when the Notes are priced following successful completion of the offering process.

1. Services to be Provided by Davidson. The Issuer hereby engages Davidson to serve as underwriter of the proposed offering and issuance of the Notes, and in such capacity Davidson agrees to provide the following services:

- Review and evaluate the proposed terms of the offering and the Notes
- Develop a marketing plan for the offering, including identification of potential investors
- Assist in the preparation of the official statement and other offering documents
- Contact potential investors, provide them with offering-related information, respond to their inquiries and, if requested, coordinate their due diligence sessions
- If the Notes are to be rated, assist in preparing materials to be provided to securities ratings agencies and in developing strategies for meetings with the ratings agencies
- Consult with counsel and other service providers with respect to the offering and the terms of the Notes
- Inform the Issuer of the marketing and offering process
- Negotiate the pricing, including the interest rate, and other terms of the Notes
- Obtain CUSIP number(s) for the Notes and arrange for their DTC book-entry eligibility
- Plan and arrange for the closing and settlement of the issuance and the delivery of the Notes

- Perform such other usual and customary underwriting services as may be requested by the Issuer

As underwriter, Davidson will not be required to purchase the Notes except pursuant to the terms of the Purchase Agreement, which will not be signed until successful completion of the pre-sale offering period. This letter does not obligate Davidson to purchase any of the Notes.

2. No Advisory or Fiduciary Role. The Issuer acknowledges and agrees: (i) the primary role of Davidson, as an underwriter, is to purchase securities, for resale to investors, in an arm's-length commercial transaction between the Issuer and Davidson and that Davidson has financial and other interests that may differ from those of the Issuer.; (ii) Davidson is not acting as a municipal advisor, financial advisor, or fiduciary to the Issuer and Davidson has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether Davidson has provided other services or is currently providing other services to the Issuer on other matters or transactions); (iii) the only obligations Davidson has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this agreement; and (iv) the Issuer has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. If the Issuer desires to consult with and hire a municipal advisor for this transaction that has legal fiduciary duties to the Issuer the Issuer should separately engage a municipal advisor to serve in that capacity.

In addition, the Issuer acknowledges receipt of a letter outlining certain regulatory disclosures as required by the Municipal Securities Rulemaking Board and attached to this agreement as Exhibit A. The Issuer further acknowledges Davidson may be required to supplement or make additional disclosures as may be necessary as the specific terms of the transaction progress.

3. Fees and Expenses. Davidson's proposed underwriter's discount is not-to-exceed 0.900% of the principal amount of Notes issued. In addition to the underwriting fee/spread, the Issuer shall pay to Davidson a fee equal to $2,500 per series as compensation for its services in providing various financial analyses, and for the use of Davidson's capital to advance certain costs prior to settlement, and to reimburse for Davidson's payment of CUSIP, DTC, continuing disclosure review, IPREO (electronic bookrunning/sales order system), printing and mailing/distribution charges. The Issuer shall be responsible for paying or reimbursing Davidson for all other costs of issuance, including without limitation, bond counsel, disclosure/underwriter's counsel, rating agency fees and expenses, and all other expenses incident to the performance of the Issuer's obligations under the proposed Notes.

4. Term and Termination. The term of this engagement shall extend from the date of this letter to the closing of the offering of the Notes except as may be superseded pursuant to a Purchase Agreement.

5. Limitation of Liability. The Issuer agrees neither Davidson nor its employees, officers, agents or affiliates shall have any liability to the Issuer for the services provided hereunder.

6. Miscellaneous. This letter shall be governed and construed in accordance with the laws of the State of Iowa. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party.

If there is any aspect of this Agreement that you believe requires further clarification, please do not hesitate to contact us. If the foregoing is consistent with your understanding of our engagement, please sign and return the enclosed copy of this letter.

Again, we thank you for the opportunity to assist you with your proposed financing and the confidence you have placed in Davidson.

Very truly yours,

D.A.DAVIDSON & CO.

By: Michael Maloney

Title: Managing Director

Accepted this ___ day of _________, 2022

City of Indianola, Iowa

By:________________________________

Title:________________________________

EXHIBIT A

The Issuer has engaged D.A. Davidson & Co. ("Davidson") to serve as an underwriter, and not as a financial or municipal advisor, in connection with the issuance of the Notes. As part of our services as underwriter, Davidson may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Notes. The specific terms of our engagement will be as set forth in a note purchase agreement to be entered into by the parties if and when the Notes are priced following successful completion of the offering process.

1. Dealer-Specific Conflicts of Interest Disclosures

Davidson has not identified any actual or potential material conflicts[1] that require disclosure.

2. Transaction-Specific Disclosures

Since Davidson has not recommended a "complex municipal securities financing" to the Issuer, additional disclosures regarding the financing structure for the Notes are not required under MSRB Rule G-17. In accordance with the requirements of MSRB Rule G-17, if Davidson recommends a "complex municipal securities financing" to the Issuer, this letter will be supplemented to provide disclosure of the material financial characteristics of that financing structure as well as the material financial risks of the financing that are known to us and reasonably foreseeable at that time.

3. Standard Disclosures

A. Disclosures Concerning the Underwriter's Role:

(i) MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.

(ii) An underwriter's primary role is to purchase the Notes with a view to distribution in an arm's-length commercial transaction with the Issuer. The underwriter has financial and other interests that differ from those of the Issuer.

(iii) Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests.

(iv) The Issuer may choose to engage the services of a municipal advisor with a fiduciary obligation to represent the Issuer's interest in this transaction.

(v) The underwriter has a duty to purchase the Notes from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Notes to investors at prices that are fair and reasonable.

[1] Reference to *potential* material conflicts throughout this letter, refer to ones that are reasonably likely to mature into *actual* material conflicts during the course of the transaction, which is the standard required by MSRB Rule G-17

(vi) The underwriter will review the official statement for the Notes in accordance with, and as part of, its respective responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.[2]

B. Disclosures Concerning the Underwriter's Compensation:

(i) The underwriter will be compensated by a fee and/or an underwriting discount that will be set forth in the note purchase agreement to be negotiated and entered into in connection with the issuance of the Notes. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Notes. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since the underwriter may have an incentive to recommend to the Issuer a transaction that is unnecessary or to recommend that the size of the transaction be larger than is necessary.

4. Questions and Acknowledgment.

Davidson is registered as a broker-dealer with the U.S. Securities and Exchange Commission ("SEC") and the MSRB, and is subject to the regulations and rules on municipal securities activities established by the SEC and MSRB. The website address for the MSRB is www.msrb.org. The MSRB website includes educational material about the municipal securities market, as well as an investor brochure that describes the protections that may be provided by the MSRB rules and how to file a complaint with an appropriate regulatory authority.

If you or any other Issuer officials have any questions or concerns about these disclosures, please make those questions or concerns known immediately to the undersigned. In addition, you should consult with the Issuer's own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent you deem appropriate.

It is our understanding that you have the authority to bind the Issuer by contract with us, and that you are not a party to any disclosed conflict of interest relating to the subject transaction. If our understanding is incorrect, please notify the undersigned immediately.

Depending on the structure of the transaction that the Issuer decides to pursue, or if additional actual or potential material conflicts are identified, we may be required to send you additional disclosures regarding the material financial characteristics and risks of such transaction and/or describing those conflicts. At that time, we also will seek your acknowledgement of receipt of any such additional disclosures.

[2] Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the official statement by the underwriter is solely for purposes of satisfying the underwriter's obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the official statement.